

REQUEST FOR PROPOSAL 18-01 HWY 19A PHASE 3 ENGINEERING SERVICES

January 3rd, 2018

The City of Campbell River is seeking the services of a qualified multidisciplinary engineering firm to complete the detailed design of all related works associated with the Highway 19A Phase 3 project, including the forcemain within the site limits. This will then be followed by the provision of construction engineering services for the completion of these same works.

In addition, the selected firm will be responsible for overseeing the Waterfront Sewer System Upgrade Phase 2 construction works, related to the section of sanitary sewer conveyance system extending from the northern limit of Hwy 19A Phase 3 to 1st Avenue. This will be based on the design completed by separate consultant under the Waterfront Sewer Upgrade Project and will connect to the section of gravity sewer installed under that same project.

It is anticipated that there will be required coordination with the design engineers for provision of the related construction engineering services. This approach has been sought so as to present opportunity for economies in bundling the construction contracts.

This RFP is available electronically by downloading from the City's website at 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 January 30th, 2017

Delivered to: City of Campbell River City Hall

301 St. Ann's Road, 1st Floor Reception Desk

Campbell River, BC V9W 4C7

ATTN: Clinton Crook – Senior Buyer

clinton.crook@campbellriver.ca

Enquiries: Jason Hartley, Capital Works Manager

Telephone: 250.286.5790

jason.hartley@campbellriver.ca



REQUEST FOR PROPOSAL 18-01

HWY 19A PHASE 3 ENGINEERING SERVICES

RECEIPT CONFIRMATION FORM

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

Truus Vandergriendt Clerk Technician

Email: truus.vandergriendt@campbellriver.ca

Company Name:		
	Postal/Zip Code:	
Telephone No:	Fax No:	
Contact Person:		
Title:		
Email:		

1.0 Submission Requirements

1.1 Proposals may be submitted via email <u>or</u> in a sealed envelope and addressed to:

City of Campbell River 301 St. Ann's Road 1st Floor Reception Desk Campbell River, BC V9W 4C7

ATTN: Clinton J. Crook – 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 January 30th, 2018.** 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 clinton.crook@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*.

- 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 <u>Definitions</u>

- 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, subconsultant proposals, detailed man-hour spreadsheets, resumes and supporting information.

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

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.

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 <u>relevant</u> 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.

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 <u>Cancellation</u>

- 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

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 Jason Hartley, Capital Works Manager at 250.286.5790 or jason.hartley@campbellriver.ca

10.0 References

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

11.0 <u>Indemnification</u>

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,

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

- 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 10.1 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 10.1 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.

- 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 work plan, 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.

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

16.0 Acceptance

16.1 The City will be entitled to conduct such acceptance tests as it considers necessary to verify that the product and service (the *Work*) meets the Specifications. If the product and service meets the Specifications after acceptance testing, the City will accept it in writing. If the product and service does not meet the specifications the *City* may: reject the *Work*; or accept the *Work*. The *City* will not reject the product and service without first notifying the *Supplier* and giving the *Supplier* a reasonable opportunity to correct any failure of the equipment to meet the Specifications. If the product and service meets the Specifications except that some items of product and service have not yet been delivered, the *City* may accept the product and service but withhold that portion of the purchase price attributable to the product and service not yet delivered.

17.0 Resolution of Disputes

- 17.1 If requested in writing by either the *City* or the *Supplier*, the *City* and the *Supplier* 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 Commercial Arbitration Act (British Columbia). The award and determination shall be binding upon the parties hereto and their successors and assigns.
- 17.2 The cost of arbitration will be borne equally by the parties.

18.0 Evaluation Criteria & Process

- 18.1 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.
- 18.2 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*.
- 18.3 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.

- 18.4 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.
- 18.5 Award of any contract resulting from this RFP may be subject to available funding, City of Campbell River Council approval, and other budget considerations.
- 18.6 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:

	Description	Weight
1	Qualifications & Experience – Company experience, personnel qualifications, similar projects, references, etc.	20%
2	Methodology – Collaborate with City during process to develop solution, approach, initiative and innovation, demonstrated understanding of project requirements, etc.	40%
3	Proposal – Completeness, overall quality and level of details submitted, value added services, etc.	15%
4	Budget – Pricing structure, fees, costs, etc.	25%

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.

As part of the City's long range capital plan, the City is preparing for the delivery of several key inter-related infrastructure projects. These projects will be delivered within the same time period and the same geographical location resulting in the requirement for a high degree of coordination to ensure successful outcomes.

Waterfront Sewer System Upgrade:

This project includes the renewal of approximately 4.5km of sanitary sewer transmission system along the Highway 19A foreshore connecting the Simms Creek Pumping Station, south of Rockland Road to the Maritime Heritage Centre at the entrance to Pier Street. Also included is the replacement of two sanitary lift stations connecting to this transmission system and the construction of a third, new lift station. Construction is expected to commence in 2018 with the work being delivered in two distinct phases in a coordinated manner with the Highway 19A Phase 3 project. The first phase will include a new gravity main from 1st Ave to the City's Maritime Heritage Centre and the lift stations. The second phase will include the new forcemain from the connection at the Simms Creek Pumping Station northward through the Highway 19A Phase 3 project and connect to the Phase 1 works at 1st Ave.

Big Rock Boat Ramp

This project includes the renewal of all in water structures at the Big Rock Boat Ramp facility located on Highway 19A. Due to regulatory requirements and need to access the marine environment, this work will take place in the late spring and summer of 2018. Future improvements for the parking areas and upland amenities will be considered as part of the Highway 19A Phase 3 project. This project will result in the closure of this facility for a significant portion of the 2018 sport fishing season with all in water works to be complete by fall 2018.

Highway 19A Phase 3:

The City has recently received funding from both the Federal and Provincial Governments through the New Build Canada Fund – Small Communities Fund, for the renewal of the next 1.0km section of the City's long-range plan to upgrade Highway 19A along the foreshore. This next phase will connect the northern limit of the previous phase, at the Simms Creek pumping station, to the Big Rock Boat Ramp site. This project will see the complete renewal of all below grade utilities, undergrounding all overhead electrical and communications wiring and the reconstruction of the roadway to a level consistent with the previous phases and as described in the South Island Highway (19A) Conceptual Design Report completed in 2005. Also incorporated into this phase will the addition of a roundabout at the Rockland Road intersection and

consideration for the expected impacts of Sea Level Rise. Refer to attached South Island Highway Renewal Project – Phase 3 Project Plan.

For the purposes of this Request for Proposal the City is seeking the services of a qualified multidisciplinary engineering firm to complete the detailed design of all related works associated with the Highway 19A Phase 3 project, including the forcemain within the site limits. This will then be followed by the provision of construction engineering services for the completion of these same works. In addition, the selected firm will be responsible for overseeing the Waterfront Sewer System Upgrade Phase 2 construction works, related to the section of sanitary sewer conveyance system extending from the northern limit of Hwy 19A Phase 3 to 1st Avenue. This will be based on the design completed by separate consultant under the Waterfront Sewer Upgrade Project and will connect to the section of gravity sewer installed under that same project. It is anticipated that there will be required coordination with the design engineers for provision of the related construction engineering services. This approach has been sought so as to present opportunity for economies in bundling the construction contracts.

B. OBJECTIVES

The objective of this assignment is to provide all necessary engineering services required to complete the detailed design and construction for the next section of upgrades to Highway 19A along the City's foreshore. This scope is detailed in the attached South Island Highway Renewal Project – Phase 3 Project Plan.

In addition to the above scope, the successful firm will be required to provide construction engineering services for the installation of approximately 2.5 kilometers of sanitary forcemain that will have been designed under separate contract. This approach has been chosen so to include construction of this section of forcemain in the main contract to ensure activity coordination and provide opportunity for efficiencies.

C. SCOPE OF WORK

To complete this project, the City of Campbell River requires the services of a qualified engineering firm to:

- Provide design engineering services for design of Highway 19A renewals from the existing Simms Creek Sanitary Pumping station to the northern limit of the Big Rock Boat Ramp Site
- Provide design engineering services for the Big Rock Boat Ramp Park and parking lot site (upland works only) including conceptual layout options for maximizing truck and trailer movements and parking
- Provide construction engineering services for the complete renewal of all above and below grade infrastructure for the section of Highway 19A from the northern limit of the existing Simms Creek Pumping Station to the southern limit of McCallum Park.
- 4. Provide construction engineering services for the installation of sanitary forcemain from the southern limit of McCallum Park to 1st Ave and Highway 19A. This will include the connection of Lift Station No. 5 and No.6 being installed under Phase 1 of the Waterfront Sewer System Upgrade Project.

Provide all services required to prepare for and tender the project including:

- a. Preparation of tender drawings and tender documentation including any necessary supplementary documentation in accordance with the City's standard MMCD Platinum based document set;
- b. Preparation of a complete schedule of quantities based on a unit price contract;
- c. Preparation of final construction cost estimate (Class A per City Council Policy);
- d. Preparation of all required logistical guideline documents to be included in the tender for use by the Contractor in developing all necessary plans, i.e. traffic management, system isolation/bypass pumping, environmental protection, system commissioning, etc;
- e. Provision of technical assistance through entire tender period, including preparation of addendum as required;
- f. Review of all tender submissions for compliance and proposed value against Class A estimate and current industry cost trends and provision of recommendation for award based on that review:
- g. Preparation of all required Issued for Construction documentation.
- h. Provide Contract Administration services throughout the construction phase for the section of renewal from 1st Avenue northward to MHC and for the necessary lift station upgrades and/or replacements.
- i. Act as Contract Administrator as per MMCD General Condition 1.21.1;
- j. Complete all necessary inspections and provide Quality Assurance testing required to ensure contractor's work is completed in full compliance with Contract documents:
- Acting as Payment Certifier, inspect and certify payment for all progress claims made by the contractor;
- I. Work collaboratively with the Owner in order to ensure the project is delivered in full conformance with the objectives and within any imposed constraints;
- m. Ensure all permitting requirements are adhered to over the course of construction and any necessary reporting is completed as per terms and conditions of any issued permits.

D. METHODOLOGY

In meeting the above, the consultant, as a minimum, should carry out the following tasks:

1. Maintain all project related correspondence and dialogue through the City's assigned Project Manager.

- 2. Visit the site and review all relevant plans, reports, records and pre-design studies.
- 3. Within 1 week of acceptance of your proposal, facilitate and chair a Project Initiation meeting with appropriate City staff to confirm the scope of work and to gather input. Compile and distribute meeting minutes within 3 days of meeting.
- 4. Consult with various City department and other groups as deemed necessary throughout the project (i.e.: BC Hydro, Telus, Shaw Cable, Fortis BC, adjacent land owners, etc.).
- 5. Coordinate the design by third party utilities, including the conversion of the existing O/H systems to U/G.
- 6. Obtain input from and exchange information with the City staff as required throughout the project.
- 7. Exchange information and coordinate thoughts, recommendations and works with consultants working on other City projects or adjacent private projects and identify opportunities for construction coordination with other utilities or agencies.
- 8. Complete any necessary topographic and legal survey required to complete detailed design.
- 9. Complete any necessary geotechnical analysis to confirm soil and ground water conditions.
- 10. Complete all necessary environmental assessments to confirm project impact on environmental features.
- 11. Complete a desktop archeological study.
- 12. Complete all necessary assessments to confirm impact of sea-level rise on project and make recommendations for addressing these impacts based on the recommended approach as stated in the Project Plan.
- 13. Apply all relevant standards including but not limited to the City of Campbell River Design Standards and the MMCD Design Guidelines identify where standards conflict or cannot be reasonably met.
- 14. Prepare and submit a preliminary design report (c/w a Class 'C' construction cost estimate prepared in accordance with City Policy) with requisite level of detail in order to demonstrate design intent and recommended project components at least two weeks prior to a preliminary design review meeting with City staff. This report should include all assumptions and calculations used deriving proposed solution(s). This report shall include recommended project phasing, preliminary property acquisition requirements, permitting requirements, environmental considerations, and recommended pipe, third party utilities, and surface works alignments.
- 15. Arrange and chair a preliminary design review meeting with City staff and agencies that may have permitting authority as well as all other relevant agencies and/or utility companies including BC Hydro, Telus, Shaw and Fortis, to confirm project objectives and components. Compile and distribute meeting minutes within three days of meeting.

- 16. Identify any and all areas where land purchase, Statutory Rights-of-Way (SROW), Right-to-Enter (RTE) agreements, acquisitions, etc. will be required.
- 17. Consult and obtain necessary approvals, sign offs and/or permits from all senior agencies including but not limited to Ministry of Environment, Ministry of Health (VIHA), Fisheries and Oceans Canada, and other agencies that may be affected.
- 18. Prepare 50% design drawings as per feedback received at preliminary design review meeting.
- 19. Submit design drawings and a Class 'B' cost estimate at approximately 50% complete design for City review at least two weeks prior to 50% design review meeting with City staff. This drawing submission to be provided in both PDF and ACAD (DWF and DWG) formats. This submission should confirm pipe, surface features, and third party utility alignments and provide initial profiles, identify conflicts with other infrastructure, and confirmation of limits of all property acquisition needs. Should any items from the preliminary design review not be addressed in this submission, or addressed contrary to direction, a brief report is to be provided identifying the issues and the rational for not being addressed as per direction.
- 20. Arrange and chair a 50% design review meeting with City staff as well as any other relevant agencies to confirm design principles and identify potential conflicts. Compile and distribute minutes within three days of meeting.
- 21. Prepare 90% design drawings as per feedback received at preliminary design review meeting.
- 22. Submit design drawings and a Class A cost estimate at approximately 90% complete design for City review and final comment. This drawing submission to be provided in both PDF and ACAD formats(DWF and DWG). Should any items from the 50% design review not be addressed in this submission, or addressed contrary to direction, a brief report is to be provided identifying the issues and the rational for not being addressed as per direction.
- 23. Prepare and Submit any and all required Draft Supplementary Specifications with above 90% submission in accordance with the Master Municipal Construction Documents (MMCD) Platinum Edition and the City's standard form of Contract.
- 24. Arrange and chair a 90% design review meeting with City and staff as well as any other relevant agencies to confirm final design. Compile and distribute minutes within three days of meeting.
- 25. Revise as required and submit an Issued for Tender drawing set and any and all necessary Supplementary Specifications including a detailed Schedule of Quantities and Prices. This drawing submission to be provided in both PDF and ACAD(DWF and DWG) formats.
- 26. Support the City in assembly and review of final tender package.
- 27. Provide technical support and responses to all queries throughout the tender period including preparation of any required addendums.

- 28. Review all tender submissions for compliance with the tender documents and provide written recommendations to the City for outcome of the tender within two days of receipt of the tender submission packages.
- 29. Conduct a pre-construction assessment of all properties affected by the project and fully document all existing conditions fronting the work area, complete with photographs noting any existing damage, landscaping and other elements that could be impacted by construction.
- 30. Submit to the City a copy of the Pre-Construction Assessment Report noted above prior to the start of construction activities.
- 31. Act as Contract Administrator as per General Condition 1.21 and Site Inspector as per General Condition 1.64.1 in the MMCD from the point in time that Notice of Award has been issued through the construction process to the point at which the Contractor achieves Total Performance as described within the Construction Contact. This role applies to all Contracts associated with the project including the Owner's separate asphalt paving contract under which all asphalt paving is to be delivered. The role cannot be assigned to a sub-consultant without prior approval of the Owner.
- 32. Interpret and apply the contract in an impartial manner as per MMCD General Condition 3.6.1 in the contract documents.
- 33. Act as primary point of contact for all communications between the Owner and the Contractor in relation to the administration of the Construction Contract.
- 34. Exercise financial and administrative control of the contract on behalf of the Owner.
- 35. Inspect the work on a daily basis and supervise the site inspector and other resident staff to see that the work is completed in general conformance with the contract documents.
- 36. Reject work not conforming to requirements under the contract documents.
- 37. Issue and receive all formal communications to and from the contractor related to the administration of the Contract.
- 38. Prepare, certify and submit to the Owner, payment certificates in accordance with the contract documents.
- 39. Certify Substantial and Total Performance of the contract and issue the appropriate Certificates.
- 40. Perform the duties of Payment Certifier under the Builders Lien Act and in accordance with the contract documents for the Contractor but not any of his Sub Contractors.
- 41. Promote good public relations throughout the construction period and ensure that the Contractor adheres to the City of Campbell River's "Good Neighbour Policy".
- 42. Upon issuance of the Notice of Award, schedule and chair a pre-construction meeting with the Contractor and the Owner and prepare and distribute meeting reports within five days of the pre-construction meeting.

- 43. Participate in weekly progress meetings with the Owner and the Contractor to review past week's progress and outline upcoming week's activities.
- 44. Receive and review shop drawings and proposed alterations for conformance with the design and if necessary, seek input from designer for approval of any recommended changes.
- 45. Develop and implement a Quality Assurance Plan suitable for the scope of the construction contract to confirm the Contractor builds quality into his work and ensure any required quality control and quality assurance tests are performed and appropriate documentation is generated and submitted.
- 46. Receive contractors marked up "as-constructed" drawings and prepare Record Drawings to be submitted as a single set of sealed, hard copy full sized sheets and electronically in PDF, DWG and DWF formats
- 47. Complete and submit updated service record cards for all affected properties
- 48. Complete final inspection of all works. Following final inspection, promptly issue a list of all deficiencies and provide all administrative services required to remedy all project deficiencies and any disputes that may arise until such time that Total Performance is achieved.
- 49. Consult and obtain any necessary approvals, sign-offs and/or permits required from all affected agencies including any utility crossings requiring approval from third party utilities including Fortis BC, Shaw, Telus, BC Hydro or any other parties with interest in the project location.
- 50. Maintain photographic records of the construction progress capturing all key activities/installations and provide to the owner electronic copies of all photos taken.
- 51. Monitor the Contractor's construction schedule for conformance with contract documents and inform the Contractor and the Owner in a timely manner of any potential conflicts identified.
- 52. Prepare and maintain all project documentation from point of Notice of Award to issuance of Certificate of Total Performance.
- 53. Daily Inspection reports to be provided to the Owner on a weekly basis and should include photographs of each individual working day's activities. Submit daily inspection reports at end of each week for which they have been completed
- 54. Maintain detailed record of all Submittals, Request For Information, Site Instructions, etc. Updated logs to be provided to the Owner on a weekly basis.
- 55. Change approval process will require Owner involvement and will further require that the Owner approve all significant Changes to the Contract. A significant Change will be a Change value in excess of \$10,000.
- 56. Receive and review for completeness prior to turning over to the Owner all operations and maintenance manuals to be delivered to the owner from the project engineer and the contractor.
- 57. Prepare and submit a Project Completion Report including the following: design criteria and assumptions, final capacities of infrastructure, triggers for any future

capacity upgrades, summary of property acquisition and permitting completed for project, unique conditions encountered during construction that may impact the operation or life expectancy of the completed works (or other impacted infrastructure), etc.

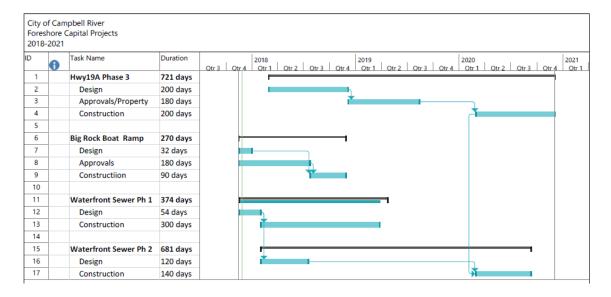
The proposal should clearly outline the methodology the consultant will use in achieving the objectives of this Proposal Call.

E. TIMING

Works under this project shall be completed in conformance with Project Schedule contained within the attached Project Plan. It is anticipated that key tasks associated with this competition will follow:

RFP posted: January 3 - 30, 2018
RFP Review Feb. 1 - 16, 2018
Report to Council March, 2018
Award/Contract: March, 2018
Design Start-Up: April, 2018

The three interrelated projects are expected to generally adhere to the following schedule:



F. QUALIFICATIONS

The proposal will include the names of all team members proposed to carry out the work assignment. Included should be their specific roles in the assignment and a detailed summary of qualifications and experience on similar projects. The corporate qualifications and experience in similar work should be included.

G. BUDGET

The Budget shall be presented by grouping effort and associated tasks under the following headings:

- Preliminary Design
- Detailed Design
- Approvals
- Tender Period
- Contract Administration

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.)

H. INFORMATION

The following are attached for reference:

- Site Plan showing limits and components of this assignment
- South Island Highway Renewal Project Phase 3 Project Plan.



SOUTH ISLAND HIGHWAY RENEWAL PROJECT – PHASE 3

Project Plan

July 24, 2017

Version: 1



SOUTH ISLAND HIGHWAY RENEWAL PROJECT - PHASE 3 PROJECT PLAN

July 24, 2017

DATE	VERSION #	DESCRIPTION
JULY 11, 2017	1	ISSUED FOR APPROVAL
JULY 24, 2017	1	17-0282 CITY COUNCIL APPROVAL, TITLE ADJUSTED TO PHASE 3

SOUTH ISLAND HIGHWAY RENEWAL PROJECT – PHASE 3 PROJECT PLAN Authored By: Jason Hartley, P.Eng.

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APPENDIX:

- 1. 19A Phase 2 Project Schedule
- 2. Lower Shoppers Row/11th Avenue Project Schedule

1. INTRODUCTION

The purpose of this Project Plan is to act as a control document, which provides a complete description of the project scope, sets forth the parameters under which the project will be delivered including known constraints, presents and addresses all known risks and identifies all project deliverables. It is expected that this document will be endorsed and fully supported by the Project Team during the course of this project. As the items contained within this plan can change during the course of this project, the most recent version of this plan shall supersede all previous versions.

2. DEFINTION

a. Objectives

The objective of this project is the complete renewal of a 1.0km section of Hwy 19A from the point at which the previous Phase of renewals was completed (just south of Rockland Road) to the southern limit of McCallum Park for which the City has recently received funding through the New Build Canada Fund – Small Communities Fund. The funding Agreement has since been executed within which a complete description of the items contained within the scope is listed in Schedule A of the Shared Cost Agreement with the Province with further detail as listed in Section B of the New Building Canada Fund Small Communities Fund Application submitted April 12/16.

This scope has been further reviewed by City Council and amended to include the addition of the parking lot at Rockland Road and the completion of design for all improvements extending to the northern limit of Big Rock Boat Ramp, including Big Rock Boat Ramp parking lot and all amenities.

In addition to the above, the impacts of Sea Level Rise will be considered for the entire 1.0 km section of Highway 19A which will likely result in additional scope necessary to provide mitigation.

b. Constraints

The following items are the known constraints at this time:

i) Budget

At present the City has secured external funding to support the scope as defined in Schedule B of the Agreement to a maximum contribution of \$6,434,550. The total project budget has not yet been established and will be presented during 2018 Financial Planning with all resultant impacts to the Long Range Capital Plan explained as a result of this project being brought "above the line".

ii) Schedule

Item 8 of Section B of the Application states a required project duration of 25 months. Accordingly Section A of the Agreement defines the project Commencement Date as March 6, 2017 and requires that the Project Completion date be on or before March 31, 2019.

A draft Project Completion Schedule has been developed and is attached. Key milestones are currently listed as:

Project Scope/Agreement Amendment Complete: 10/17/17

Design/Approvals Complete: 7/2/19

Construction Complete: 8/9/21

The duration required to complete the project is approximately 46 months for which an amendment to the Agreement will be required.

iii) Resourcing

City Staff are presently fully committed in delivering the approved 2017 Capital Plan and have no available capacity to undertake additional project scope at this time. An analysis of this deficiency is currently underway for which staff anticipate presenting the outcomes to Council during the 2018 financial planning exercise.

iv) Geographic Location

The project is located within the most constrained section of Highway 19A with physical barriers present on both the eastern and western limits. To the east the foreshore is adjacent to the southern section of the project with the design road right of way around the Big Rock directly contacting the top of bank with this section being subject to significant erosion during winter storms. The northern section has adjacent property building placement much closer to the road than previous phases which will complicate the property acquisition exercise. This will require further review of the concept plan parameters which state a 25m road right of way is required through this section.

c. Stakeholders

The following list represents entities whom are external to the project team and that are expected to have an interface role with this project with a brief description suggesting what this interface will involve:

- Council project oversight
- Senior Agencies (DFO, MOE, VIHA, etc) Regulatory approvals
- First Nations potential outreach as per approvals
- Boat Ramp Stakeholders subject to project scope interface being defined
- Property Owners current estimate is 14 properties are directly affected by the project based on current design. Negotiation complexity unknown.

- Area Businesses construction impacts and full road closure.
- First Responders/Transit access issues during design development
- Development Community coordination of project outcomes with long range planning through the corridor

At this time, no project related outreach to any of the above has commenced.

d. Internal Project Team

The Internal Project Team will be responsible for the delivery of the project and will be made up of the following positions with a summarized description of each position's roles and responsibilities:

Project Sponsor

This position is the Senior Management designate. Primary responsibilities will include advising the Senior Management Team and Council of project progress and arising issues. Advise project team of any changes to strategic direction. Act as primary City representative for all external issues that arise and require escalation. Act as approving authority for any Changes that exceed and/or require amendment to the approved budget.

Project Owner(s)

This position is required to act as the approving agent for development of detailed design and will support the project during construction. This position could be relied upon to source and secure any necessary Owner coordinated approvals, funding grants or other outside agency inputs.

Project Manager

This position has overall responsibility for coordinating all tasks contained within the Master Schedule, this will include management of all contracts related to the design and construction activities. This position will have authority to issue and approve any necessary Changes within the approved budget.

Property Acquisition

This position will act as the lead on all property acquisition matters and will be supported by outside resources on an as needed basis.

Communications

This position will ensure all relevant project related communications are shared with Council as necessary. Project specific communications will be provided by a dedicate contract resource

Development Interface

This position will capture any developing and completed project outcomes for review and/or inclusion in any related development activities along Hwy 19A.

Grant Management

This position will manage all funding agreements ensuring all requirements are satisfied.

Consulting Team

This will include all necessary consultants and will be structured such that there is a lead consult with overall responsibility for any required sub consultant tasks and will act as the primary point of contact for the City's Project Manager.

TBD

e. Interdependencies

The following list identifies known issues that will require coordination with this project:

i. Waterfront Forcemain Project (F/M)

This project includes the renewal of sanitary forcemain through the entire project site and is scheduled to enter design in 2017 followed by construction in 2018 and be complete by the end of 2020. The project plan will be adjusted such that the design of the section of F/M from LS#7 to BRBR will be completed under this project and the construction of the section of F/M from LS#7 to 1st Ave will be completed under this project with the balance of work related to the Waterfront Forcemain project being delivered by that project.

ii. Big Rock Boat Ramp Project (BRBR)

This project includes the renewal of the big rock boat ramp adjacent to the northern limit of the project and is being prepared for construction of all in water works in 2018. Any interface issues will need to be identified as per the BRBR schedule so as to not negatively impact progress. At this time, BRBR scope will be limited to all works related to the ramp improvements only.

The design of the upland improvements to the BRBR site will be included in this project. The Project Team will present Council with options for completing the construction of these works as the project advances.

iii. Condition review of existing infrastructure

It is anticipated that this project will result in impact to the scheduled renewals for both water and sewer utilities based on current priorities. This will require consideration and associated updates to affected plans.

f. Risks

A complete list of all known and identifiable risks is given as follows with mitigation measures to be described within Section 3 (Project Description):

(1) Scope

Current scope is limited to the specific items identified in the Application and Agreement eligible for grant funding and is not based on a completed design process. Further design efforts will result in increases to the scope for which the City bears responsibility for all impacts resultant.

(2) Budget

Cost estimates completed to date do not include consideration for entire scope. A Council Policy compliant budget will be developed and presented during 2018 Financial Planning.

(3) Schedule

Current schedule assumes project is ready to enter detailed design and will not be subject to any significant changes. Resource capacity has been identified as being deficient and will impact project progress.

(4) Approvals

Extent of required regulatory approvals and associated durations are not known at this time.

(5) Political Support

The project will require an extension to the Completion Date. Funding agency support for this request is believed to be favourable at this time. Change in Provincial Government may impact this request. The project will extend beyond the current term for the existing elected Municipal Council that will necessitate consideration for encumbrances passed onto future Council.

(6) Property Acquisition

This project is located in the most constrained section of the future upgrades to Highway 19A resulting in med – high impact to 14 adjacent properties based on their current configurations and uses.

(7) Community Tolerance

The combined effect of the inter-related projects identified will result in construction activity on Hwy 19A from 2018 through the end of 2020. This will require specific and defined efforts to ensure adequate community involvement and support.

(8) Resourcing

A resourcing deficiency has been identified which will require updating of current and future workplans with overall impact not defined at this time. Council support will be required.

(9) Sea Level Rise (SLR)

The impacts of SLR have not been previously contemplated in the design work done to date and no provision exists within the current Scope. Direction on this will be required and any resultant changes incorporated into the scope.

(10) Third Party Utilities

The project requires the undergrounding of all overhead utilities for which no outreach has been initiated with those agencies (BC Hydro, Telus, Shaw and FortisBC). This will require design and construction coordination that has not been completed.

(11) Safety

Public access to waterfront during the course of construction has not been defined for which direction is required and subsequent impacts understood and implemented.

3. ASSUMPTIONS

The following list represents the baseline assumptions that will form the guiding principles for completing this project:

- a. Council endorses the entire scope as defined within the Agreement, as the project currently includes the installation of a roundabout at Rockland Road and Council endorses the addition of the parking lot defined at Rockland Road/Hwy 19A
- b. Council supports required changes to the Financial Plan and Long Range Capital Plan for this project and will also include re-alignment of the Lower Shoppers Row project with timeline developed and included within current funding application for that project. See attached Appendix 2.
- c. Council Supports full road closure during the course of construction. This is required due to limited available road width and to maximize efficiencies.
- d. Council supports modifications to the 25m road right of way which maintains the intent and full functionality of the concept plan in order to minimize the property acquisition and overall project and operational costs.
- e. Council supports the northern design limit being adjusted to include the BRBR site and the extension of highway improvements.
- f. Council to review options for completing the BRBR site upland work during the design phase and provide project with any future directions related to this work.
- g. Council supports the "Resist" methodology for addressing Sea Level Rise.
- h. The Province will agree to an extension to the project deadline and may allow modifications to the project scope.

- i. BC Hydro Beautification Funding will be available at levels comparable to the previous phase and BC Hydro will include this project in their annual Capital Plan.
- j. Council will support the acquisition of all necessary resources required to deliver the project scope.

4. PROJECT DESCRIPTION

This section will describe the Scope of Work, the proposed methodology for completing the project, project schedule, cost and risk management.

a. Scope

The scope will include complete renewal of the section of Highway 19A from Lift Station no.7 northward to the southern property line of McCallum Park. This will include replacement of all existing subsurface utilities and will include the undergrounding of all existing overhead utilities. The road surface will be reconstructed to a level consistent with the previous phases and with the 2005 Conceptual Plan. The project scope will include a new roundabout and parking lot at Rockland Road. Further consideration will be given to identify any additional parking opportunities throughout the project limits. Sea Level Rise will be analyzed over the entire corridor and any necessary changes to the design to mitigate theses impacts, based on a "Resist" method, will be identified and implemented. The design for all upland improvements to Big Rock Boat Ramp will be completed and options for constructing these works will be developed.

b. Approach

Design and Construction will follow standard City and industry practices, which will involve external consultants for design, and contracted services for construction. The durations for these activities will be based on a standard workweek and will employ construction techniques requiring use of the entire corridor. This will ensure most cost effective results with highest probability of quality standards being met.

The project delivery model will be based on a design-bid-build method with the contract formats to follow the latest version of the Master Municipal Construction Document set. The necessary engineering services will be procured through an open Request for Proposals and construction services will be procured through an open Tender process.

The project will require a full road closure during the construction period, which will result in a significant amount of vehicular and pedestrian traffic requiring suitable detour routes. This will require a comprehensive Traffic Management Plan during the course of construction that will rely on alternate north-south Collector Routes. Access through the construction site will be maintained for local traffic only to all properties within the

corridor during the course of construction on a controlled basis and will include first responder access at all times.

Property conflicts will be identified and design limits may be adjusted to minimize negative impacts to adjacent properties while maintaining full functionality of all road system and utility components through the affected section. Property acquisition will be limited to the sections required to support the final road design.

Communications will require a comprehensive plan be developed in advance of construction and this plan will need to include outreach to all affected properties within the project limits and properties northward to 1st avenue so as to develop an integrated plan aimed at minimizing any potential business impacts as a result of the required road closure.

c. Schedule

The preliminary schedule is as attached in Appendix 1, with key tasks and associated milestones as follows:

Task Name	Start	Finish	Duration
Highway 19A Phase 3	Tue 10-02-09	Mon 22-08-08	3260 days?
IDENTIFICATION	Tue 10-02-09	Tue 17-10-03	1996 days?
Strategic Planning	Sat 16-10-15	Mon 16-10-17	1 day?
Long Range Programming	Tue 10-02-09	Tue 10-02-09	1 day?
Project Scope Developed	Wed 10-02-10	Thu 10-02-11	2 days?
Studies	Wed 10-02-10	Wed 10-02-10	1 day?
Stakeholders Review	Thu 10-02-11	Thu 10-02-11	1 day?
Partnership Agreements	Wed 10-02-10	Wed 10-02-10	1 day?
Project Programmed	Fri 10-02-12	Fri 10-02-12	1 day?
Included in 5 Year Capital Plan	Mon 10-02-15	Mon 10-02-15	1 day?
Project Approved	Tue 17-04-18	Tue 17-10-03	121 days?
Project Plan Created	Tue 17-04-18	Mon 17-07-24	70 days
Definition Completed	Tue 17-04-18	Mon 17-05-29	30 days
Assumptions Confirmed	Tue 17-04-18	Mon 17-05-29	30 days
Council Update (COW)	Tue 17-06-20	Mon 17-07-10	15 days
Description Completed	Tue 17-07-11	Mon 17-07-17	5 days
Council Approved (Regular)	Mon 17-07-24	Mon 17-07-24	0 days
Project Plan Completed	Mon 17-07-24	Mon 17-07-24	0 days
Funding Agreement Ammended	Tue 17-07-25	Mon 17-10-02	50 days
Application	Tue 17-07-25	Mon 17-07-31	5 days
Review	Tue 17-08-01	Mon 17-09-25	40 days
Response	Tue 17-09-26	Mon 17-10-02	5 days
Financial Plan Updated	Tue 17-10-03	Tue 17-10-03	1 day?
DEFINITION	Wed 17-10-04	Tue 19-06-18	445 days?
Consultants Engaged	Wed 17-10-04	Tue 18-01-16	75 days
Design	Wed 18-01-17	Tue 19-06-18	370 days?
Initiation Mtg	Wed 18-01-17	Tue 18-02-13	20 days
Preliminary Design	Wed 18-02-14	Tue 18-07-03	100 days
50% Design	Wed 18-07-04	Tue 19-06-18	250 days?
90% Design	Wed 19-02-27	Tue 19-05-28	65 days
Issued for Tender	Wed 19-05-29	Tue 19-06-11	10 days
HARD GATE	Wed 19-06-19	Mon 19-07-22	24 days?
IMPLEMENTATION	Tue 19-07-23	Mon 21-08-09	535 days?

Tender Phase	Tue 19-07-23 Tue 19-10-29 71 day	rs?
Construction	Wed 19-10-30 Mon 21-08-09 464 da	ıys
IN SERVICE	Tue 21-08-10 Mon 22-08-08 260 da	ıys?
Warranty Period	Tue 21-08-10 Mon 22-08-08 260 da	ıys?

d. Cost

Total Project budget has not been finalized and will be developed and presented as part of the 2018 Financial Planning exercise.

e. Council Involvement

f. Risk Management

The following table identifies the known and quantifiable project risks with probability of occurrence and related severity shown, should a risk be encountered. The probability and severity are rated on a level of low, medium and high with respective values as 1,2 or3. The corresponding Risk value is then calculated. Related mitigation measures are stated and assigned to project team members for execution.

No.	Description	Probability 1-3	Severity 1-3	Risk (SxP)	Mitigation Measures	Assigned To
1	Scope – current scope is limited to the specific items identified in the Application and Agreement and is not based on a completed design process. Further design efforts will impact scope	3	1	3	Project Scope definition to be updated to include consideration for Parking Lot at Rockland Road and impacts of Sea Level Rise and be presented to funding agencies for approval of Change	1. Sponsor
2	Budget – completed budget has yet to be developed in conformance with Council Policy	1	3	3	 Project estimate to be developed and included in 2018 Financial Planning Additional City Funds to be identified to cover any required shortfalls BC Hydro Beautification funding opportunities to be defined and pursued 	1. PM 2. Grants 3. Owner
3	Schedule – current schedule assumes project is ready to enter detailed design will be complete by March 31, 2019. Resource capacity has been identified as being deficient and will impact project progress.	1	3	3	 Project schedule to be updated and presented to Funding Agency for approval Long Range Capital Plan to be adjusted to include this project within the fully funded category and aligned with balance of funded projects 	1. PM 2. Grants
4	Approvals – extent of required approvals and associated durations are not known at this time.	2	1	2	Outreach to all known agencies is scheduled to occur during the 50% design phase. Schedule durations based on previous experience	1. PM
5	Political Support the project will require an extension to the Completion Date. Funding agency support for this request is believed to be favourable at this time. Change in Provincial Government may impact this request. The project will extend beyond the current term for the existing elected Municipal	1	3	3	 Continue dialogue with Ministry to define any potential impacts to Agreement resulting from pending changes in Provincial Government Provide current Council with project status reporting at time leading into next municipal election 	Grants Sponsor

No.	Description	Probability 1-3	Severity 1-3	Risk (SxP)	Mitigation Measures Assigned T	
	Council that will necessitate consideration for encumbrances passed onto future Council					
6	Property Acquisition – this project is located in the most constrained section of the future upgrades to Highway 19A resulting in med – high impact to 14 adjacent properties based on their current configurations and uses.	3	2	6	 Adjust design to minimize negative impacts to affected properties Early dialogue with affected properties to determine level of tolerance Dedicated resourcing to ensure project schedule can be maintained 	 PM Properties Properties
7	Community Tolerance – the combined effect of the inter-related projects identified will result in construction activity on Hwy 19A from 2018 through the end of 2020. This will require specific and defined efforts to ensure adequate community involvement and support	3	1	3	Dedicated communication resource should be brought onto project team at early stage and maintained throughout project duration	1. TBD
8	Resourcing – a resourcing deficiency has been identified which will require updating of current and future workplans with overall impact not defined at this time. Council support will be required	3	2	6	Workplan impacts to be reviewed and necessary adjustments made to accommodate the demand this project will create	1. TBD
9	Sea Level Rise_— the impacts of SLR have not been previously contemplated in the design work done to date and no provision exists within the current scope to address.	3	3	9	 Short term decision on approach will aid design team in solution based, focused efforts I.E. select either Retreat, Avoid, Accommodate or Resist. Develop estimated costing on option selected for above in advance of project budget assembly for 2018 financial planning 	1. PM 2. PM
10	Third Part Utilities – the project requires the undergrounding of all overhead utilities for which no outreach has been initiated with those agencies (BC Hydro, Telus, Shaw and FortisBC). This will require design and construction coordination that has not been completed.	1	2	2	Establish contact with all parties in 2017 to review project requirements and confirm process for inclusion in their capital plans	1. PM
11	Safety – Public access to waterfront during the course of construction has not been defined for which direction is required and subsequent impacts to be defined	1	3	3	 Decision required on level of access to be provided to public prior to construction tender being issued. Outreach to define community expectations 	1. PM 2. TBD

5. DELIVERABLES

The following is intended to be a complete list of project outcomes:

- 1. Complete renewal of all above and below grade infrastructure contained within the road right of way. This will include upgrades to the storm system to a standard comparable to the previous phase with outfalls being replaced with exfiltration chambers and all open ditches being replaced with buried pipe. Water and Sanitary systems will be replaced with the sanitary forcemain sizing increased to allow for the build out condition. The roadway will maintain the balance between all transportation modes identified in the conceptual plan. Centre turn lane and boulevard will be reduced to allow for the narrowing of the overall ROW required to minimize impacts to adjacent properties.
- All existing overhead utilities through the corridor will be relocated to underground ducting that will follow the alignment defined by the previous phase or on the west side of the road.
- 3. Sea Level Rise will require a localized solution be employed which will be based on minimizing the overall impacts to the corridor.
- 4. Roundabout at Rockland Road will be included in the scope and will be constructed so as to provide equal priority to all transportation modes through the corridor.
- 5. Big Rock Boat Ramp Site Access and parking will be designed as per this project and the Project Team will develop options for future consideration in the completion of this work. Community Outreach will include successful collaboration with the businesses located within the corridor.

6. PERFORMANCE MEASURES

Any desired performance measures beyond cost and schedule will be defined and associated measures explained and assessed accordingly.

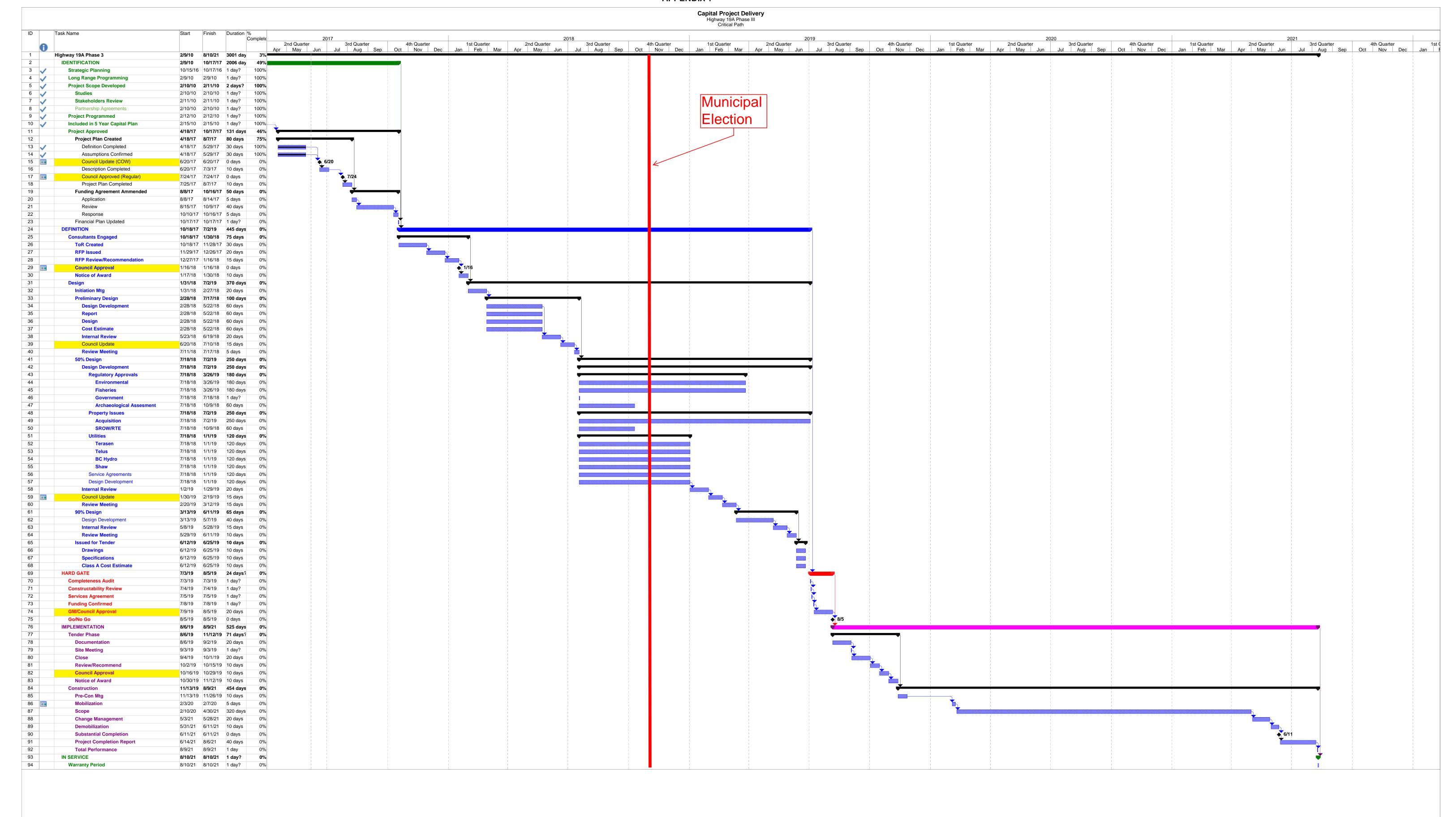
7. APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

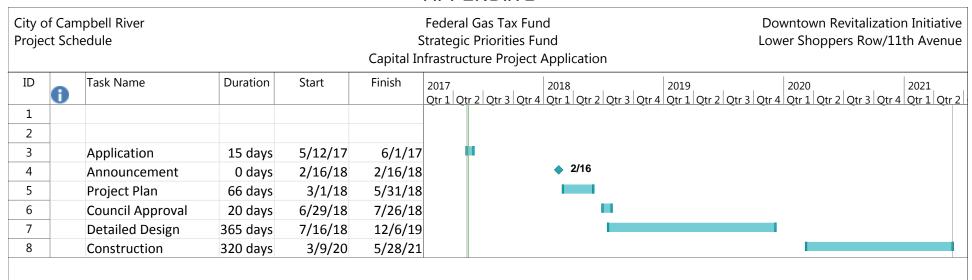
Name	Title	Date
Deborah Sargent	City Manager	July 24, 2017
City Council		July 24, 2017

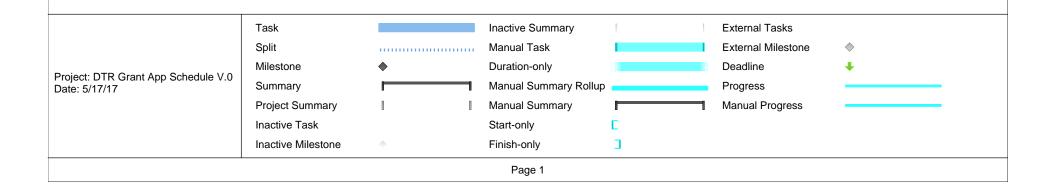
Report to		Resolution 17-	
Council	July 24, 2017	0281	July 24, 2017
Approved By	Date	Approved By	Date
SMT		Council	

APPENDIX 1



APPENDIX 2





APPENDIX 1

Date:	
Name of Company:	
Primary Contact:	
Title:	
Address:	Postal Code:
Telephone No.:	Fax No.:
Email:	
Signature:	

THIS	AGREEMENT made th	nis	day of		2018
	Reference No.:	RFP 18-01			
	Contract:	HWY 19A PHASE	3 – ENGINEERIN	NG SERVICES	
BETW	EEN:				
301 St	Campbell River t. Ann's Road bell River, B.C. V9W 4	4C7		(the "City")	
AND:					
TBD					

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.

(the "Consultant")

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*.

- 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.

- 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.

- 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 <u>CITY APPROVALS</u>

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.

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 <u>TIME</u>

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

<u>Commercial Arbitration Act (British Columbia)</u>. 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:

registered n	nail 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 Hartle Email: jason.hartley@c	y, P.Eng., Capital Works Manager ampbellriver.ca
The Consultant:	TBD	
	Attention: Email:	
The City of Campl	oell River	
AUTHORIZED SIGNATORY		WITNESS
TBD		
AUTHORIZED SIGNATORY		WITNESS