

JUNE 4, 2019

REQUEST FOR PROPOSALS
CONSULTING SERVICES FOR THE DISTRICT OF UCLUELET
UCLUELET HEALTH CENTRE PROJECT – PHASE 1:
FEASIBILITY & DESIGN



ISSUE DATE:

June 4, 2019

CLOSING:

Proposals (one original and one copy) should be submitted in hard copy or electronically.

Response must be received before 2:00 pm on June 25, 2019.

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

NOTE: Should any potential proponents download this Request for Proposal, it is the proponent's responsibility to check for Addendas which will be posted on the District's website at www.ucluelet.ca under business/bid opportunities

CLOSING LOCATION:

District of Ucluelet

200 MAIN STREET

PO BOX 999

UCLUELET, BC V0R 3A0

CONTACT PERSON:

Cali Mitchell

Public Realm Project Coordinator

cmitchell@ucluelet.ca

1.0 SCOPE OF RFP

1.1 Introduction

This RFP document describes the consultant services sought by the District of Ucluelet (the “District”) and sets out the District’s RFP process, basic proposal requirements and the evaluation criteria the District intends to use to select a preferred proposal.

1.2 Scope of Services

The District is seeking proposals for the Ucluelet Health Centre Project - Phase 1: Feasibility and Design. Details and Specifications of Services are set out in **Appendix A** attached to this RFP.

Proponents are encouraged to use innovation when developing proposals and may propose revisions or alternatives beneficial to the District’s interests.

1.3 Budget

The District has budgeted a maximum of \$60,000 for the provision of the services.

A proponent may identify possible changes to the services, if the proponent considers this necessary to ensure their proposal is within budget. A proponent may contact the District to discuss the proposed changes prior to submitting their proposal.

1.4 Form of Consultant Services Contract

The basic form of contract the District proposes to enter for the consultant services is attached as **Appendix B** to this RFP. The District may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

1.5 No Contractual Obligations as a Result of RFP or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the District and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

2.0 PROPOSAL CONTENT

Proposals (one original and one copy) can be submitted in printed or electronic form. The following should be included in a proposal, in the following order.

2.1 Covering Letter

A covering letter signed by an authorized representative of the proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

2.2 Proponent Profile and References

A description of the proponent’s organization, size, services provided, areas of expertise and length of time in operation, as well as relevant information directly related to the services sought under this RFP, such as a description of the nature and value of previous comparable projects, the level of the proponent’s involvement and the proposal team members involved in those projects.

References must also be provided. If there are special concerns or restrictions on the District's use of a reference, these concerns must be stated in the proposal.

2.3 Consultant Team

A list of the individuals forming part of the proponent's team that is to provide the requested services, including a description of each individual's role and a copy of each individual's resume.

2.4 Services

An outline of proposed method of service delivery and confirmation that proponent is able to meet requirements of proposed form of contract attached as **Appendix B**, including with respect to insurance, workers compensation and governmental approvals (including the requirement to obtain a District business license).

2.5 Scheduling

A schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans etc., as applicable).

2.6 Fees & Disbursements

The proposal will set out all fees and disbursements to be charged to the District for the provision of the services, and shall break out such amounts for each service component, as applicable.

All amounts shall be in Canadian dollars.

3.0 RFP PROCESS

3.1 Final Date and Time for Receipt of Proposals

Proposals (Two Copies) must be received in a sealed envelope or electronically by 2:00 pm (local time) on June 25, 2019 to:

Cali Mitchell
cmitchell@ucluelet.ca
Public Realm Project Coordinator
District of Ucluelet
PO Box 999
200 Main Street
Ucluelet, BC
V0R 3A0

Proponents should clearly mark their proposals and proposal envelope with the name and address of the proponent and the RFP title.

3.2 Late Proposals

Proposals received after the deadline will not be considered and will be returned unopened to the sender.

3.3 No Faxed Proposals

Proposals received by fax will not be considered.

3.4 Cost of Proposal Preparation

Proponents will be solely responsible for the costs of preparing and submitting a proposal and all costs incurred in any subsequent negotiations with the District.

3.5 Evaluation & Criteria

The District intends to evaluate proposals based on the following criteria, among other things:

Criterion	Weight
Project organization, technical capability and capacity	25%
Firm experience and references	25%
Understanding of requirements, methodology and schedule	25%
Price	25%
Total	100%

The District intends to select the proposal that it considers most favourable to the District's interests. In this regard, the District considers that "Best Value" is the essential part of engaging a service provider and therefore the District may prefer a proposal with a higher cost, if the District considers that it offers greater value and better serves the District's interests.

3.6 Evaluation Committee

The District may establish an evaluation committee in order to evaluate proposals and make recommendations in relation to this RFP.

3.7 Clarification

The District may seek clarification from a proponent respecting its proposal to assist in making evaluations.

3.8 Negotiation

The District may choose to negotiate with a preferred proponent, or any proponent, on any aspect of their proposal, including changes to the service to be provided and to price.

3.9 Ownership of Responses

All documents submitted to the District of Ucluelet become the property of the District of Ucluelet. The District of Ucluelet is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of that Act does offer some protection for third party business interests, the District of Ucluelet cannot guarantee that any information provided to the District of Ucluelet can be held in confidence. To the extent that is it legally able to do so the District of Ucluelet may, but will not be obligated to, hold in confidence any information specifically identified by the Proponent as being confidential.

3.10 Confidentiality of Information

Information pertaining to the District of Ucluelet obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the District of Ucluelet.

3.11 Gifts and Donations

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the District or elected District official. The successful proponent shall report to the Chief Administrative Officer or The Mayor of the District any attempt by District employee or elected official to obtain such favours.

3.12 Enquires

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source should not be relied upon. Enquiries and responses will be recorded and the District may choose to distribute the same to all proponents. Questions will be answered if time permits.

Cali Mitchell
cmitchell@ucluelet.ca
Public Realm Project Coordinator
District of Ucluelet
PO Box 999
200 Main Street
Ucluelet, BC
V0R 3A0

APPENDIX A:

UCLUELET HEALTH CENTRE PROJECT – PHASE 1: FEASIBILITY AND DESIGN Details and Specifications of Services

Background

Through numerous community discussions, a vision is emerging of a proposed Health Centre building that would consolidate services and improve the delivery of healthcare in Ucluelet and in the surrounding areas. Improving the delivery of healthcare services has been identified as one of the priorities within the District's 2019-2022 Strategic Plan. To improve these services in the Ucluelet area, the District would like to determine the feasibility of constructing a community Health Centre building of 8,000-10,000 sq. ft in size, depending on the results of consultation with stakeholders and reviewing site parameters. The building could also offer additional commercial office space and/or employee housing for lease.

The Project

The Ucluelet Health Centre Project consists of 3 phases:

Phase 1: Feasibility and Design (2019)

Phase 2: Design/Site Confirmation and Tendering (2020)

Phase 3: Construction (2021)

This RFP applies to Phase 1 only.

The successful Phase 1 Proponent will deliver a Ucluelet Health Centre concept plan, accompanied by preliminary site feasibility analysis for two proposed site locations, and recommendations. It is expected that the project services will be performed by an integrated professional consulting team, led by an architectural or urban planning firm.

The feasibility study will consider two proposed locations:

1. 1510 Peninsula Road, Ucluelet, B.C., currently the Home of the Ucluelet Athletic Club.
2. 500 Matterson Drive, Ucluelet, B.C., accompanying the Ucluelet Community Centre.

Stakeholder engagement will be an essential component of this project. In particular, the District has already engaged with the Vancouver Island Health Authority (VIHA) with the intention of developing a building to meet the current and future service needs of (VIHA) in the area. These services may include public health, mental health, community care, rehabilitation, dietary, and lab services. Other key stakeholders include, but are not limited to:

1. Ucluelet residents and community groups;
2. The First Nations Health Authority and First Nation communities;
3. The Ucluelet Medical Centre;
4. The Alberni-Clayoquot Health Network; and
5. The District of Tofino.

Services required in the scope of work may include but is not limited to site planning, facility planning, cost consulting, municipal servicing analysis, landscape design, traffic impact assessments, site surveying,

market assessment and financial analysis. Detailed building design development, geotechnical investigation and environmental assessment work is not expected for this phase of the project and will be conducted in Phase 2.

The successful proponent will prepare and submit a professional and consolidated master document for the context and site analysis and feasibility study including the required reviews, reports and studies, conceptual drawings, diagrams, data, illustrations, photographs and presentation materials necessary to clearly, completely and effectively explain and describe the project scope.

It is expected that the successful Proponent's project team will:

1. Demonstrate knowledge and experience in:
 - a. Site and facility design, including healthcare sites and facilities;
 - b. Functional programming and project definition; and
 - c. Various levels of strategic stakeholder engagement.
2. Be led by a design professional with an architecture or planning and design background;
3. Provide all qualified resources to meet the scope of work for the assigned project within schedule and on budget, and
4. Incorporate the clear coordination of subject matter experts. At a minimum, the following areas of expertise are expected:
 - a. Space Planning;
 - b. Facilities programming;
 - c. Architectural design; and
 - d. Landscape design.

Timeline

July 2019	Commence project
September 2019	Site analysis and stakeholder interviews
October 2019	Present initial concepts for stakeholder feedback
November 2019	Present refined concepts and cost analysis to District staff and Council
January 2020	Present final report

Deliverables

The work involved includes, but may not be limited to:

1. Report outlining process, program, site selection (pros/cons), and critical components.
2. Site analysis and relative cost comparison.
3. Program analysis and space planning diagrams.
4. Conceptual layout and design concept (site and building).
5. Class D (preliminary) cost estimates for site, servicing, building, and furnishings.
6. Development proforma and critical path: recommended construction system and contract.
7. Business case financial analysis including leasing rates, operating, maintenance, and financing costs.

APPENDIX B:

CONTRACT FOR CONSULTING SERVICES FOR THE DISTRICT OF UCLUELET

District of Ucluelet CONSULTANT SERVICE AGREEMENT for UCLUELET HEALTH CENTRE PROJECT

THIS AGREEMENT made the ____ day of _____, 2019.

BETWEEN:

District of Ucluelet
200 Main Street, Box 999
Ucluelet BC
V0R 3A0

OF THE FIRST PART (hereinafter called the "District of Ucluelet")

AND:

OF THE SECOND PART (hereinafter called the "Consultant")

WHEREAS:

- (a) The District of Ucluelet intends to engage the professional services of the Consultant in connection with the Project for the term of this Agreement;
- (b) The District of Ucluelet called for proposals for Ucluelet Health Center Project – Phase 1: Feasibility & Design Consulting services to the Municipality;
- (c) The Consultant in reply to the proposal call submitted a proposal dated the ____ day of _____, 2019 (the "**Proposal**") which the District of Ucluelet has accepted under the terms set out herein;
- (d) The District of Ucluelet has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the District of Ucluelet in respect of the Proposal on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the District of Ucluelet and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 **"Agreement"** means this Agreement for professional services, the Consultant's proposal, and all other schedules attached to this Agreement.
- 1.2 **"Consultant's Proposal"** means the proposal submitted by the Consultant to the District of Ucluelet, and which is attached to and forms part of this Agreement as Appendix C.
- 1.3 **"Disbursements"** means the reimbursable expenses detailed in Article 4.
- 1.4 **"Project"** shall refer to the Project described in Schedule A.
- 1.5 **"Project Coordinator"** means the employee appointed by the District of Ucluelet and designated as Project Coordinator.
- 1.6 **"Services"** means the Consultant's duties and responsibilities to the District of Ucluelet as described in Appendix A.
- 1.7 **"Sub-Consultant"** means any registered professional engineer, scientist, architect or other specialist engaged by the Consultant in connection with the Project.

ARTICLE 2 - CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE DISTRICT OF UCLUELET - THE CONSULTANT MUST:

- 2.1 Render the Services to the District of Ucluelet under this Agreement with that degree of care, skill and diligence normally provided by Consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in Schedule "A".
- 2.2 Charge for the performance of all of the Service only the fees and disbursements authorized under this Agreement.
- 2.3 Perform the Services to be provided in this Agreement agreed upon in the work program schedule within the time limits specified in Schedule "A" or, if no time limit is specified for the project or for a particular component of the project, the Consultant will perform the services promptly.
- 2.4 Obtain and maintain the insurance in accordance with Schedule "B" of this Agreement.
- 2.5 Engage Sub-Consultants as permitted by this Agreement.

ARTICLE 3 – THE DISTRICT OF UCLUELET’S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT - THE DISTRICT OF UCLUELET MUST:

- 3.1 Make available to the Consultant all relevant information or data pertinent to the Project which is in the hands of the District of Ucluelet and is required by the Consultant. Instruct the Consultant to the extent of the District of Ucluelet’s ability as to the District of Ucluelet’s total requirements in connection with the project. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the District of Ucluelet, except where it is a breach of the standard of care set out in section 2.1 or unreasonable to do so.

- 3.2 Authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 Give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to the District of Ucluelet by the Consultant, and, whenever prompt action is necessary, where possible inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.
- 3.4 Pay to the Consultant the consultancy fee the Services rendered under this Agreement determined in accordance with Schedule "A" to this Agreement.

ARTICLE 4 - REIMBURSABLE EXPENSES

- 4.1 The District of Ucluelet must pay to the Consultant within thirty (30) days of receipt of invoice, the following disbursements incurred by the Consultant in rendering the Services:
 - (a) The expense of necessary and reasonable transport, subsistence and lodging in connection with the Project as set out in Schedule "A".
 - (b) The expense of Sub-Consultants as per their invoices, at cost.
 - (c) All other reasonable and necessary disbursements made by the Consultant in rendering the Services, other than those listed above.
 - (d) All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries, and duties, long distance telephone charges and sales tax and goods and services tax and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
- 4.2 Except as otherwise agreed in writing the District of Ucluelet shall not be liable to pay or reimburse the Consultant for any other costs incurred or expenditures made on behalf of the District of Ucluelet.
- 4.3 The Consultant must keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the District of Ucluelet.
- 4.4 The Consultant must submit monthly statements and vouchers to the District of Ucluelet to verify all disbursements.

ARTICLE 5 - TERMINATION AND SUSPENSION

BY THE DISTRICT OF UCLUELET:

- 5.1 The District may, in its sole discretion and without reason, terminate this Agreement upon 28 days' notice to the Consultant. If the District terminates this Agreement under this section, the District shall pay the Consultant for all Services satisfactorily performed by the Consultant up to the date of such termination in accordance with this Agreement. The Consultant is not entitled to, and irrevocably waives and releases the District from any and all claims for any damages or compensation for costs incurred, loss of profit or loss opportunity, directly or indirectly arising out of termination of this agreement.

BY THE CONSULTANT:

- 5.2 If the Consultant's Services are suspended by the District of Ucluelet at any time for more than thirty (30) days and the suspension is not related to an act or default of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the District of Ucluelet, to terminate this Agreement upon giving written Notice of termination to the District of Ucluelet and the District of Ucluelet must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.

ARTICLE 6 - ARBITRATION

- 6.1 All matters in dispute under this Agreement may, with the concurrence of both the District of Ucluelet and the Consultant, be submitted to arbitration pursuant to the Arbitration Act (British Columbia) to a single arbitrator appointed jointly by them.
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the District of Ucluelet or the Consultant.
- 6.3 If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.
- 6.5 The award of the arbitrator shall be final and binding upon the parties.
- 6.6 Costs of the arbitration must be divided equally between the parties.

ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the District of Ucluelet to any person other than representatives of the District of Ucluelet duly designated for that purpose in writing by the District of Ucluelet and must not use for the Consultant's own purposes or for any purpose other than those of the District of Ucluelet any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement.
- 7.2 The Consultant must not, during the term of this Agreement perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement are and will remain the property of the District of Ucluelet even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies, of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans,

specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the District of Ucluelet.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the District of Ucluelet all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the District of Ucluelet and that the District of Ucluelet could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the District of Ucluelet at law or in equity, the District of Ucluelet shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5, 18.1 and 18.2 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

ARTICLE 8 - DESIGNATED REPRESENTATIVES

- 8.1 The District of Ucluelet has designated the Project Coordinator to act on the District of Ucluelet's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Consultant, designate another person to act in the place and stead of any person previously designated.
- 8.2 The Consultant has designated _____, as representative to act on the Consultant's behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the District of Ucluelet, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

ARTICLE 9 – NOTICES

- 9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or sent by facsimile to or delivered at the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after being mailed, telexed or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

ARTICLE 10 - ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire Agreement between the District of Ucluelet and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the District of Ucluelet and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the District of Ucluelet and the Consultant.
- 10.2 The District of Ucluelet may issue to the Consultant a Change Notice to make changes to the work, omit part of the work, or require additional work. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The District of Ucluelet and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

ARTICLE 11 - NO DUTY OF CARE

- 11.1 The Consultant acknowledges that the District of Ucluelet, in the preparation of the contract documents, supply of oral or written information to consultants, review of proposals or the carrying out of the District of Ucluelet's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the District of Ucluelet in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the District of Ucluelet's responsibilities under this Agreement except as specified in Article 3.

ARTICLE 12 - WAIVER

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the District of Ucluelet or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

ARTICLE 13 - RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the District of Ucluelet arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the District of Ucluelet to be that of employee and employer.

ARTICLE 14 - VALIDITY

- 14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

ARTICLE 15 - LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

ARTICLE 16 - HEADINGS

16.1 The captions or headings appearing in this Agreement are inserted for convenience.

ARTICLE 17 - TRANSFER OF INTEREST

17.1 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Other.

17.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties to require.

ARTICLE 18 - INDEMNIFICATION

18.1 The Consultant agrees to indemnify and hold the Client harmless from claims, losses, damages, liabilities and causes of action resulting from Errors, Omissions and Negligent acts of the Consultant or Sub Consultants.

18.2 The Consultant shall compensate the District of Ucluelet for any loss or any damage to the District of Ucluelet's premises or property, arising out of the performance of the Services.

ARTICLE 19 - SAFETY

19.1 The Consultant will comply with all statutory occupational health and safety requirements under or in connection with the Workers Compensation Act in performance of the Services and the Consultant represents and warrants to the District of Ucluelet that it is in compliance with all requirements of the Workers Compensation Act, including with respect to registration and payment of assessments. The Consultant must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.

19.2 The Consultant will be considered a Prime Contractor under Worksafe BC requirements.

IN WITNESS WHEREOF the District of Ucluelet and the Consultant have executed this Agreement as of the day, month and year first above written hereto have set their hands and seals as of the day and year first above written.

DISTRICT OF UCLUELET)
by its authorized signatories:)
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_____)
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_____)
M. Boysen)
Chief Administrative Officer)
)

by its authorized signatories:)
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)
)
_____)
Name:)
)
)
_____)
Name:)
)

SCHEDULE "A"
CONSULTANT'S SERVICES, SCHEDULE AND FEES

1.1 THE PROJECT

1.2 The Project is to provide the District of Ucluelet consulting services on matters pertaining to The Ucluelet Health Center Project – Phase 1: Feasibility & Design within the District of Ucluelet.

2.1 THE SERVICES

2.2 The Services consist of all work necessary to provide advice, assistance, documents, plans, analyses necessary to the Project or as requested by the District in connection with the Project in accordance with the Consultant's Proposal and this Agreement.

2.3 The Services shall be defined as specific tasks by the District of Ucluelet and identified by way of a specific purchase order.

2.4 Consulting rates and other fees and charges identified in the proposal are fixed over the term of the agreement. All fees and charges must be identified in the proposal.

3.1 TERM AND SCHEDULE

3.2 The Services shall be provided commencing with the date of execution of this contract by the District of Ucluelet.

3.3 The District of Ucluelet and the Consultant may amend this Schedule by written agreement.

4.1 ASSIGNING WORK

4.2 The Consultant shall work with the District of Ucluelet to assign work to the Consultant's employees with the qualifications and experience to do the work to the appropriate standard.

5.1 ADDITIONAL WORK

5.2 The District of Ucluelet may, in its discretion, request that the Consultant provide additional services beyond the scope of Services contained in the Proposal.

6.1 DELIVERABLES

6.2 The Consultant shall provide written and oral reports as required by the Project.

7.1 PAYMENT

7.2 The amount payable by the District of Ucluelet to the Consultant for fees and disbursements is in accordance with the Consultant's Proposal.

7.3 The Consultant will be paid for work performed on a monthly basis, including fees and disbursements. The District of Ucluelet's payment policy is a minimum of thirty (30) days from date of invoice.

7.4 A completed District of Ucluelet invoice Consultant Progress Certificate must be submitted with each billing.

SCHEDULE "B" INSURANCE

1. The Consultant shall, at his own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to the District of Ucluelet with an insurer licensed in British Columbia:

(a) Comprehensive Public Liability and Property Damage	\$3,000,000.00.
(b) Professional Liability \$1,000,000 per claim and \$2,000,000 on aggregate.	
(c) Automobile Insurance (first- and third-party liability)	\$3,000,000.00.

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the District of Ucluelet shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District of Ucluelet.

The Consultant shall require that each of his Sub-Consultants provide evidence of comparable insurance in the name of the Sub-Consultant to that set forth under this clause.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District of Ucluelet.

2. The Consultant shall provide the District of Ucluelet with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
3. Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnity provisions set forth herein.

APPENDIX C:
CONSULTANTS PROPOSAL