



**Contract 2760P**

**Emergency Communications Project**

**1. Introduction**

The City of Richmond proposes to engage the services of a consultant to provide technical expertise, advice and support pertaining to the review, evaluation and implementation of communications initiatives designed to create resiliency and/or alternatives for communications in an emergency or disaster.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Submission Details**

Four (4) copies of proposals marked “**Emergency Communications Project Contract 2760P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00pm, local time on Friday, November 18, 2005. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals shall be irrevocable until the City awards this Contract or cancels this Request for Proposals, whichever first occurs.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, BCBid and/or the Purchasing Section to ensure that all available information has been received prior to submitting a bid.

### **3. Enquiries**

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

David Phipps, Supervisor, Purchasing  
Purchasing Department  
City of Richmond

Telephone: 604-276-4287

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

3.2 Technical clarification shall be directed to:

Technical

Derrick Lim  
Emergency Management Office  
City of Richmond

Telephone: 604-233-3330

E-mail: [dlim@richmond.ca](mailto:dlim@richmond.ca)

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

### **4. Project Background**

#### **4.1 Project Description**

One of the most crucial elements in any emergency response is the ability to communicate. Effective communications during an emergency response reduces confusion, saves lives, aids response efforts and speeds economic recovery. In 2004, the City of Richmond retained a consultant to evaluate the City's current communications capabilities and provide recommendations for hardening and/or providing backup communication methods. Based on the consultation process, many recommendations on changes to existing equipment, systems, methods and protocols were identified that would enhance and improve the City's emergency communications capabilities.

The purpose of this request is to engage the services of a consultant to provide more in-depth analysis of the specific recommendations that were identified in the Emergency Communication strategies, and provide additional support and advice concerning implementation of these strategies. This work will be conducted in two phases.

In detail, the consultant will be required to work with City of Richmond staff to research and provide the following:

**Phase 1:**

**a). Analysis of Alternatives for Improving Survivability of Telephone Services in the EOC.**

The City of Richmond is planning to relocate the Works Yard PBX to a new Disaster Recovery Centre in the Stores building to address the risk of loss communications caused by damage to the Administration building.

As part of this initiative, the consultant will:

- Conduct meetings with IT and Works Yard Administration Departments to define their specific plans and timeframes for moving and reinstalling the PBX
- Survey the current installation and determine cost and feasibility of various cable routes
- Assess the risk to telephone services (PBX and Centrex) and data network connectivity at the EOC associated with the current conduit and cable routing configuration
- Identify and cost options for eliminating or reducing this risk through installation of new cable and conduit
- Assess the merits of each alternative and identify a recommended solution

**b). PBX Network Upgrades Analysis**

This activity will involve investigations and assessment of the City's PBX network to determine what improvements could and should be made to make the PBX more resilient in the event of a catastrophic failure of equipment or outside plant facilities. Specifically, the investigations will further evaluate three recommendations identified in the Strategy Report, namely, 1) additional tie-trunks between PBX's to permitting direct dialling between multiple PBX's, 2) Library PBX upgrade, adding tie-trunks to City Hall and possibly other PBX's and 3) PBX routing changes relating to the above two items, as well as routing changes, which would increase reliability in general.

The consultant shall:

- Conduct meetings with IT Department representatives
- Conduct a detailed review of the current PBX facilities
- Investigations with PBX suppliers

- Identification of various options for improving network resilience, including the use of Voice over IP (VoIP) technologies
- Write a detailed report identifying the recommended course of action along with an estimated implementation cost

**c). Emergency Contact and Communication Protocol for Parks, Recreation and Cultural Services Department**

The City of Richmond's Parks, Recreation and Cultural Services (PR&CS) will play a key role during a major emergency. Richmond has eight designated Community Centre/Reception Centres throughout the community, which are staffed by PR&CS personnel.

The consultant shall:

- Meet with key stakeholders in Parks, Recreation and Cultural Services to identify a primary set of emergency scenarios and communication/contact needs
- Identify and document each communication linkage and need to available communication methods
- Write a concise report that will summarize the communications needs by scenario and prioritize the methods to be utilized

**d). Emergency Communication Vehicle Analysis**

The City of Richmond currently has an existing Communication Van, which needs to be replaced. Amateur Radio operators provide back up emergency communication in the event of an emergency or disaster. This van would be utilized at all large-scale emergencies that require emergency communication mechanisms, as well as a small-scale command post.

The consultant shall:

- Meet with key stakeholders to identify usage scenarios and current and future needs for a communication vehicle
- Research communication vehicles operated by other municipalities and local authorities
- Develop a cost and conceptual design for such a vehicle
- Write a written report summarizing the findings and recommendations

**e). Public Notification System**

The City of Richmond is investigating the possibility of implementing a Public Notification System. This system would be utilized for such areas as Block Watch notifications, emergency evacuations, boil water advisories, toxic gas plumes, road closures, mobilization of EOC staff, ESS volunteers, Fire Department Staff call-out, etc.

The consultant shall:

- Meet with key stakeholders to identify technical and functional requirements for a Public Notification System for the City of Richmond;
- If requested, arrange for vendor demonstrations;
- In consultation with Purchasing and Emergency Management Staff, assist with the preparation of a Request for Proposal for the Public Notification System;
- In consultation with the City of Richmond, be part of the team reviewing responses to the RFP for the Public Notification System and making recommendations;
- Develop a written Policies and Procedures document for activation and protocols.

Proposals will provide a cost for Phase 1 of the work, which is to be completed on or before June 30, 2006.

**Phase 2:**

The Phase 2 portion of the work involves ongoing support during the period July 1, 2006 – December 31, 2006. This work will involve continued review, evaluation, prioritization, modification and analysis of the remaining strategy recommendations as contained in Attachment 1. The consultant will work closely with City of Richmond Emergency Management staff during this phase of the work, pursuing those strategy recommendations as directed by City of Richmond Emergency Management staff. A project scope and timeline will be developed for those recommendations that the City of Richmond wishes to pursue.

Proponents are requested to bid the Phase 2 portion of the work based on fixed hourly rates for the anticipated activities and staffing to be assigned to this project.

## **5. Project Scope**

### **5.1 Consultant Duties**

To complete the projects as described above, the consultant will be required, as a minimum, to:

- Consult and engage key City of Richmond personnel and agencies/stakeholders, including, as a minimum, Engineering & Public Works, Emergency & Environmental Programs, Information Technology and Parks, Recreation and Cultural Services and identified agencies such as, Richmond Amateur Radio Club. Consultation with first responder agencies, such as RCMP, Fire, Ambulance, Coast Guard, Richmond Health Services, etc. will also form a part of this work;
- Consult with key companies such as Telus and Ecomm;
- Undertake a review of existing Communication Vehicles in other cities;
- Develop a report presenting opportunities for the strategies listed above, including a cost analysis and implementation strategy;
- Review and analysis of new technological developments in communications methods;
- Review and analysis of strategies proposed at the Federal, Provincial and Regional levels of Government.

## **6. City Provided Items**

6.1 At the request of the Consultant, the City shall provide the following:

- Access meeting spaces at City Hall
- Assistance in booking staff for all group meetings
- Access to emergency plans, contact directories, and other relevant documentation.

## **7. Proposal Submissions**

7.1 All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of Emergency Communications Project experience.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.

- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, eg., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology complete with a time allotment for each identified task you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

## **8. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto. A sample “Draft” agreement has been attached for your information.

Proponents may include their standard terms of engagement.

## **9. Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables
- Value for Money
- References
- Interview (if required)

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ATTACHMENT 1

Operational Planning and Training Recommendations

The table below describes recommendations to improve operational planning, training and contingency planning.

*Recommendations – Operational Planning and Training*

No.	Recommendation
1	<p><u>Analog Emergency Telephone Lines</u></p> <p>Analog lines are more likely to survive when buildings get damaged or PBX equipment fails. PAD lines are more likely to originate outgoing calls in times of network congestion.</p> <ul style="list-style-type: none"> <li>• Inventory existing analog business (non-PBX and non-Centrex) lines in all buildings</li> <li>• Add at least one analog business line at key sites that don't currently have one</li> <li>• Designate certain lines for PAD, at least one at each site</li> <li>• Publish list of numbers and locations for emergency use</li> </ul>
2	<p><u>Analog Trunks on PBXs for PAD</u></p> <p>PBX lines or digital trunks do not support PAD.</p> <ul style="list-style-type: none"> <li>• Ensure each PBX is equipped with at least one analog trunk connection to the PSTN that is capable of being designated for PAD</li> <li>• This trunk should be accessible via a special code (e.g. '89') that is only available to selected personnel</li> </ul>
3	<p><u>Maintenance of PAD Lists</u></p> <ul style="list-style-type: none"> <li>• Regularly review PAD lists to ensure all needed numbers are listed and unnecessary or obsolete numbers are removed</li> <li>• This is already being done and must continue as a matter of priority</li> </ul>
4	<p><u>Emergency Radio Training and Management</u></p> <p>Emergency radios can provide backup voice communications in key locations, e.g. between EOC and City Hall.</p> <ul style="list-style-type: none"> <li>• Identify and train key personnel on usage of City emergency radios and emergency channel (3)</li> <li>• Ensure plan is in place to ensure maintenance and inventory tracking are performed adequately</li> </ul>
8	<p><u>Communications Support Personnel Planning</u></p> <ul style="list-style-type: none"> <li>• Review availability of voice, WAN and radio system support personnel for emergency response.</li> <li>• Ensure all trained City staff are identified and on call-out lists.</li> <li>• Identify potential response issues due to transportation issues and potential contingencies.</li> </ul>
12	<p><u>Industry Canada ETS Initiatives</u></p> <ul style="list-style-type: none"> <li>• Undertake further discussion with service providers, PEP and Industry Canada to increase awareness of and support for PAD enhancement (HPC) and Wireless Priority (WPS) initiatives.</li> </ul>

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Security and Physical Resilience of Equipment

The table below identifies recommendations to increase the physical and electronic security of communications systems and ensure the integrity of their power supply.

Recommendations – Equipment Security and Physical

No.	Recommendation
17	<p><u>Refurbish, Re-route Conduit at Works Yard</u></p> <p>Investigate costs of rerouting and refurbishing conduit internal to Works yard to separate voice and LAN cabling, including separation of EOC backup lines from PBX extensions.</p> <p><b>The requirement to do this will be impacted by the City’s plans to relocate the EOC to a new facility.</b></p>
16	<p><u>Relocate PBXs</u></p> <p>Investigate feasibility, benefit and costs of relocating certain PBXs into more secure locations to reduce probability of seismic damage</p> <p><b>Implementation of VoIP will affect the requirement to do this, as VoIP will enable centralizing of PBX equipment</b></p>

Improved Deployment or Usage of Existing equipment

The table below identifies recommendations to increase the utilization of existing City-owned equipment.

*Table Recommendations - Equipment Deployment and Usage*

No.	Recommendation
20	<p><u>Emergency/Backup Repeater Installations</u></p> <p>Equipment has been purchased but not installed.</p> <ul style="list-style-type: none"> <li>• Prioritize installation of channel 3 repeater and channel 2 and 3 backup repeaters.</li> <li>• Put backup procedures in place.</li> </ul>
22	<p><u>Amateur Radio Van</u></p> <p>Van is old and needs replacing/modernizing.</p> <ul style="list-style-type: none"> <li>• Identify requirements and costs for refurbishment and modernizing of Amateur Radio communications van.</li> </ul> <p><b>Requirement, business case and usage to be further defined.</b></p>

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Changes to System Behaviour or Configuration

The table below identifies recommendations to modify the behaviour or configuration of communication systems to improve resilience and performance in an emergency.

*Recommendations - System Behavior or Configuration*

No.	Recommendation
23	<p><u>PBX Routing Changes</u></p> <p>Outgoing calls, PBX-Centrex calls and PBX-PBX calls should be re-routed via another PBX if primary route fails. For example, calls from the Works Yard to the PSTN or FH1 should be transported via the City Hall PBX if the Telus cable to the Works Yard is cut.</p> <ul style="list-style-type: none"> <li>• Implement PBX routing table changes (changes to routing tables in all PBXs will be required)</li> <li>• Determine which lines this capability should be applied to (if not all).</li> <li>• Determine if grade of service is to be maintained and whether tie trunk capacity must increase.</li> </ul>

Additional Facility Diversity or Equipment

The table below identifies recommendations to provide additional diversity or to source additional equipment to improve communications capabilities.

*Recommendations – Additional Diversity or Equipment*

No.	Recommendation
31	<p><u>Additional Tie Trunks between PBXs</u></p> <p>Additional tie trunks would increase reliability of internal PBX-PBX calls and add capacity to support routing of outgoing PSTN calls via another switch.</p> <ul style="list-style-type: none"> <li>• Install additional tie trunks on City copper directly between PBXs not currently connected.</li> <li>• Priority is connection of Works yard to some other building (FH1, Library).</li> </ul> <p><b>This activity will be superseded by expansion of City fibre network and PBX VoIP project.</b></p>
32	<p><u>Library PBX Upgrades</u></p> <p>The Library PBX should be connected to the rest of the City PBX network to increase reliability of internal calls. Migrating maintenance and support to Telus would streamline call-out procedure.</p> <ul style="list-style-type: none"> <li>• Review business case for installing City T1 or VoIP tie trunks between City Hall and Library PBX</li> <li>• Review business case for maintenance under Telus (not TNS) agreement.</li> <li>• Implement coordinated (4D) dialling.</li> </ul> <p><b>This is the subject of an existing capital allocation request.</b></p>
33	<p><u>Backup Voice Mail Hardware</u></p> <p>Voice mail and recorded announcement storage hardware is currently not duplicated, which means a hardware failure could result in voice messages getting lost and callers not receiving recorded announcements or IVR.</p> <ul style="list-style-type: none"> <li>• Review requirements, costs and feasibility of installing backup voice mail hardware (mirroring of storage).</li> </ul> <p><b>Should be undertaken in conjunction with VoIP implementation.</b></p>

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48	<p><u>Off-site, Backup IT Servers</u></p> <ul style="list-style-type: none"> <li>Implement backup servers for Email, Intranet, document management, Hansen, Peoplesoft, etc. at off-site location (e.g. Works Yard).</li> </ul> <p><b>This project is currently being planned by IT.</b></p>
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**Recommended Technological Solutions**

A set of recommendations for technological solutions to enhance emergency communications capability is provided below. Most items involve capital expenditure or significant operational costs impacts and will therefore be subject to the City’s financial and capital approval processes.

In several cases, these recommendations affect other recommendations. For example, implementation of Voice over IP trunking will eliminate the need for additional tie trunks between PBXs to increase capacity and redundancy and expansion of the City’s fibre network may eliminate the need to consider alternative suppliers of WAN facilities or broadband wireless.

**Recommended Technological Solutions**

No.	Recommendation
36	<p><u>VoIP Backup Telephones</u></p> <p>Implement VoIP telephone and long distance service (Vonage, or Webcall or similar) to provide backup voice service at key locations (e.g. Firehalls, community centres, EOC) independent of Telus and obtain foreign CO point of presence. Utilize a separate broadband connection such as Shaw cable or broadband wireless. This capability will improve the ability to talk with outside suppliers in the case of a significant PSTN failure, particularly if those suppliers use the same service.</p>
38	<p><u>VoIP on PBXs</u></p> <p>Implement VoIP trunking between PBXs to provide diverse routing of tie trunks. VoIP can also provide the ability to keep numbers when relocating phones and enable centralizing/consolidating PBX equipment.</p> <p><b>This project is already in planning stages</b></p>
37	<p><u>Automated Callout System</u></p> <p>Further define requirements and develop business case to implement automated callout system centralized for all City personnel. Implement text messaging/SMS for all users of cellular phones and link to automated call-out system. Determine if City CallPilot (voice mail) system can provide the required functionality.</p>
43	<p><u>LEO Satellite Solutions (Globalstar, Iridium)</u></p> <p>Deploy LEO satellite solutions and applications – Globalstar or Iridium – once suitability for both fixed and portable use has been determined. This will address obsolescence of existing briefcase MSAT units and new handheld units will be significantly easier to use than briefcase. LEO solutions should be implemented for fixed use at EOC, City Hall and other locations, connected to PBX, eventually replacing MSAT.</p>

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39	<p><u>High Capacity Broadband Wireless Links</u></p> <p>Further investigate feasibility and priority of high capacity broadband wireless links between major city buildings, either as backup or as interim measure before fibre is built.</p> <p><b>The priority and benefit will be determined by the plans and schedule for expansion of City fibre network.</b></p>
40	<p><u>Alternate Suppliers of PRI or WAN Circuits</u></p> <p>Utilize alternate suppliers of PRI or WAN circuits if they can provide alternate physical routing of facilities (such as carriers using broadband wireless).</p> <p><b>The priority and benefit will depend on plans for expanding fibre network and implementing VoIP trunking. Further definition of requirements and business case required.</b></p>
41	<p><u>Telus ServiceSaver</u></p> <p>Implement Telus “ServiceSaver” – preplans for incoming rerouting of calls to failed PBXs. This service allows City staff to dial an IVR system to have incoming calls rerouted in the Telus network in case of PBX or facility failure. The incoming call queue(s) requiring re-routing and the backup location(s) need to be identified.</p> <p><b>Further definition of requirements and business case required.</b></p>
46	<p><u>Diverse PRI Facilities over VoIP</u></p> <p>Pursue dual routing of PRI links via VoIP to Telus CO to provide diverse routing of PSTN connections.</p> <p><b>This service is not currently offered by Telus and significant regulatory hurdles need to be overcome.</b></p>



**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender  
No. **2760P**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	





**This Agreement** dated the 9 day of October, 2005, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

9(the "Consultant")

**Whereas:**

- A. The City is 9 (the "Event or Project");
- B. The City requires a 9 the Event or Project;
- C. The City issued a Request for Quotation9 for the supply and delivery of 9;
- D. The Consultant is willing and prepared to deliver 9;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

**1. Responsibilities and Duties**

1.1. The Consultant shall be responsible for the following as per Request for Proposal 9and the Consultant's submission dated 9.

- a) 9
- b) 9
- c) 9
- d) 9

- 1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

## **2. Compensation**

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$9 plus GST per 9 for the duration of the term of this agreement, but total amount of payments not to exceed \$9 plus GST.
- 2.2. Once per month, commencing no sooner than 9, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of 9(the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

## **3. Performance Standards**

- 3.1. The Consultant is responsible for meeting the following 9Targets:
- 3.2. The Consultant agrees to comply with following project deadlines:
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating 9 what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

## **4. Benefits**

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

## **5. Independent Contractor**

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

**6. Assignment And Subcontracting**

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

**7. Indemnity**

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

**8. Insurance**

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
  - a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
  - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

**9. Representation**

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the 9.

**10. Ownership of Products**

- 10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by

copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

## **11. Confidentiality**

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

## **12. Related Companies**

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

## **13. Term**

13.1. This agreement is valid for the period commencing § and ending § (the “Expiration Date”), or such later date as may be mutually agreed upon.

## **14. Termination**

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks’ written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the § City that the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

## **15. Notices**

15.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

**16. Feminine/Masculine**

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

**17. General**

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

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Consultant

City of Richmond