



TOWN OF SIDNEY

**SIDEWALKS / ROAD IMPROVEMENTS CAPITAL
PROJECTS 2026 –
ENGINEERING DESIGN**

REQUEST FOR PROPOSAL NO. 2026 - 008

Disclaimer:

The Town of Sidney, as a public body, is bound by the provisions of BC's Freedom of Information and Protection of Privacy Act (FIPPA).

Proponents should be aware that submissions provided to the Town become the property of the Town and may be made available to the public, pursuant to the provisions of the Act.

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1. SUMMARY

The Town of Sidney is seeking Proposals from qualified Proponents to undertake detailed engineering design to Issued for Construction or Issued for Tender stage for several sidewalk new capital construction projects in 2026.

Each of the sidewalk projects will be for new construction sidewalk installations where there is no existing sidewalk in place. Some of the projects will require the development of 2-3 conceptual designs to understand costs and define scope before progressing with full detailed design. Concepts and designs will consider street parking, curb and gutter, transit stops, lighting at crosswalks, boulevard strips, and potential installation of rain gardens. Drainage will have to be considered for each project.

The Town will likely complete construction of these projects in-house therefore the scope is for detailed engineering design to IFC or IFT stage. Should any of the projects proceed to tender, the Town may retain the services of the same Proponent for tender process, tender recommendation and construction management as well.

The Town may also use the submissions received from this RFP to establish an engineering roster for design and construction management of civil engineering projects of similar scope for 2026 – 2027.

Proponents shall familiarize themselves with all aspects of the work required for this RFP. Further information regarding the scope of work is contained in the Scope section of this document.

2. INFORMATION TO PROPONENTS

2.1 CLOSE DATE, TIME, AND DELIVERY REQUIREMENTS

Submit one (1) hard copy of the Proposal signed by a person authorized to legally bind the Proponent, addressed and delivered to:

Director of Finance
Town of Sidney
2440 Sidney Avenue
Sidney, B.C, V8L 1Y7

Or emailed to:

tenders@sidney.ca

Email submissions should be submitted as one PDF virus-free file, no larger than 10 Mb. All submissions must be received no later than:

3:00 PM LOCAL TIME – July 22, 2026

Please note the following:

- Proposals will NOT be opened in Public
- It is the sole responsibility of the Proponent to ensure the Town receives its Proposal prior to the closing time and date. The Proponent shall bear all costs to prepare the Proposal.
- Completed Proposals must be marked “**TOWN OF SIDNEY SIDEWALKS / ROAD IMPROVEMENTS CAPITAL PROJECTS 2026 – RFP 2026-008 ENGINEERING DESIGN**” and dated with the submission date.
- Proponents assume the entire risk when submitting a Proposal via email. The Town 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 Town will not be liable for any damages associated with Proposals not being received or being missed.
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than what is stated in the RFP and the envelope/package fails to be delivered to the Town prior to the closing date and time.
- Late Proposals may not be accepted and will be returned unopened to the Proponent.

2.2 COMMUNICATIONS & ENQUIRIES

All enquiries regarding this RFP are to be directed in writing by email to the following contact person and department:

Brian Murphy, P.Eng.
Director of Engineering
Town of Sidney
bmurphy@sidney.ca
(with a copy to: engineering@sidney.ca)

Enquiries must be received at least 5 business days prior to the Closing Time. No addendum will be issued less than 2 business days prior to the Closing Time.

2.3 ADDENDA

All addenda, amendments, or further information regarding this RFP will be published on the BC Bid website. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the BC Bid website regularly to ensure that they have received all updates.

2.4 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

Proposals that have been submitted may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the RFP's contact address or email

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the RFP's contact address or email.

Upon closing time, all proposals shall become irrevocable and remain valid for a minimum period of 60 days. By submission of a proposal, the Proponent agrees, should the proposal be successful, the Proponent will enter into a contract with the Town. Prices will be firm for the entire contract period unless otherwise agreed to by both parties.

3. SUMMARY TERMS, GENERAL CONDITIONS & TOWN'S RESERVED RIGHTS

3.1 ACCEPTANCE OF PROPOSALS

- The Town of Sidney reserves the right to accept any response to this RFP that it deems in its own interest and/or to reject all Responses. Responses that are incomplete, conditional, unclear, or contain unauthorized additions, erasures, alterations, or any other irregularities may be rejected. Proposals will be assessed by the evaluation criteria, and the Town reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.
- Proposals must be completed with due care. All Proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by the Town.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- The Proponent acknowledges that prior to the Closing Time, it may be required to enter into a confidentiality agreement with the Town of Sidney in order to obtain access to confidential materials relevant to preparing a Proposal.
- Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or license under any Federal, Provincial, or Municipal statute, regulation, or bylaw.

3.2 OWNERSHIP OF PROPOSAL

All Proposals, including any attachments and documentation submitted to, and accepted by the Town in response to this RFP become the property of the Town. They will be received and held in confidence by the Town, subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA).

3.3 LIABILITY FOR ERRORS

The Town has made considerable efforts to ensure an accurate representation of information in this RFP, however, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive, exhaustive, or up to date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions concerning the matters addressed in this RFP.

3.4 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Town and the subsequent full execution of the written Contract will constitute a Contract for the goods and services and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

3.5 THE CONTRACT

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Town of Sidney on substantially the same terms and conditions set out in the sample contract attached to the Request for Proposal. If the Town of Sidney selects a Proponent pursuant to this RFP, it will provide notice in writing to the successful Proponent. The subsequent execution of a written Contract between the successful Proponent and the Town of Sidney will constitute the Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Contract is executed.

3.6 NO LOBBYING

Proponents, their team members (including key individuals), and their respective directors, officers, employees, consultants, agents, advisors, and representatives must not engage in any form of political or other lobbying related to the project, this RFP, or the competitive selection process, including any attempt to influence its outcome. Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to the Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the Town, or any member of the Town Council or Committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to Proposals of any proponents.
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Proponent, or any negotiations with the Selected Proponent.
- Promoting the Proponent or its interests in the project.
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the project, including in a manner which may give the Proponent a competitive or other advantage over other proponents; and
- Criticizing the Proposals of Other Proponents.

3.7 CLAIMS OR POSSIBLE CLAIMS

The Town will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the Town on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the Town, until a final decision is rendered and for a period of three (3) years thereafter.

3.8 REFERENCE CHECK

The Town shall be entitled to verify the Proponent's references at any time during the RFP process.

3.9 COST OF PROPOSAL

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the Town shall, under no circumstances, be liable to compensate respondents for such costs.

3.10 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Town of Sidney with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Town of Sidney. Such written consents must specify that the personal information may be provided to the Town of Sidney for the purpose of responding to this RFP and used by the Town as outlined in the RFP. The Town of Sidney may, at any time, request the original consents or copies thereof from Proponents, and upon such request, Proponents must promptly provide the requested documents.

3.11 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Town.

4. TERMINOLOGY

Throughout this RFP, the following terminology is used:

Addenda - all additional information regarding the RFP, including amendments to the RFP

Town - refers to the Town of Sidney

Closing Location - includes the location or email address for submissions

Closing time - the closing time and date for this RFP

Consultant – the firm, company, or individual contracted by the Town as a result of this RFP to perform the Work, whether identified as the Selected Proponent or subsequently engaged through the execution of the Contract.

Contract - the written agreement resulting from the RFP, executed by the Town of Sidney and the Selected Proponent

Force Majeure - causes that are beyond a party's control, and which are unavoidable by the exercise of reasonable foresight

Must - a mandatory requirement to be met for a Proposal to receive consideration

Proponent - an individual or company that submits, or intends to submit, a Proposal in response to this RFP

Proposal - the Proponent's submission in response to this RFP

RFP – Request for Proposal

Selected Proponent - the successful proponent of the RFP who receives a purchase order or enters into a written contract with the Town of Sidney

Shall - a mandatory requirement to be met for a Proposal to receive consideration

Should - a desirable requirement that has a significant degree of importance to the objectives of the RFP

Work - any labour, efforts, and/or duty required to accomplish the purpose of this project

5. INTRODUCTION

The Town of Sidney is seeking Proposals from qualified Proponents to undertake detailed engineering design to Issued for Construction or Issued for Tender stage for several sidewalk new capital construction projects in 2026.

Each of the sidewalk projects will be for new construction sidewalk installations where there is no existing sidewalk in place. Some or each of the projects may require the development of 2-3 conceptual designs to refine costs and scope before progressing with full detailed design. Concepts and designs will consider street parking, curb and gutter, road widening, transit stops, lighting at crosswalks, boulevards to retain, and potential installation of rain gardens. Drainage will have to be considered for each project.

The Town will likely complete construction of these projects in-house therefore the scope is for detailed engineering design to IFC or IFT stage. Should any of the projects proceed to tender, the Town may retain the services of the same Proponent for tender process, tender recommendation and construction management as well.

The Town may also use the submissions received from this RFP to establish an engineering roster for design and construction management of civil engineering projects of similar scope for 2026 – 2027.

Proponents shall familiarize themselves with all aspects of the work required for this RFP. Further information regarding the scope of work is contained in the Scope section of this document.

6. RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP ISSUED	June 17, 2026
DEADLINE FOR QUESTIONS	July 15, 2026
RFP CLOSING	July 22, 2026

It is anticipated that Proposals will be evaluated, and the project awarded in August 2026, with work commencing within 15 business days of award and contract execution.

7. SCOPE AND DELIVERABLES

The Town of Sidney is seeking Proposals from qualified Proponents to undertake detailed engineering design to Issued for Construction or Issued for Tender stage for several sidewalk new capital construction projects in 2026.

Each of the sidewalk projects will be for new construction sidewalk installations where there is no existing sidewalk in place. Some or each of the projects may require the development of 2-3 conceptual designs to refine costs and scope before progressing with full detailed design. Concepts and designs will consider street parking, curb and gutter, transit stops, lighting at crosswalks, boulevard strips between the curb and the sidewalk, and potential installation of rain gardens. Drainage will have to be considered for each project.

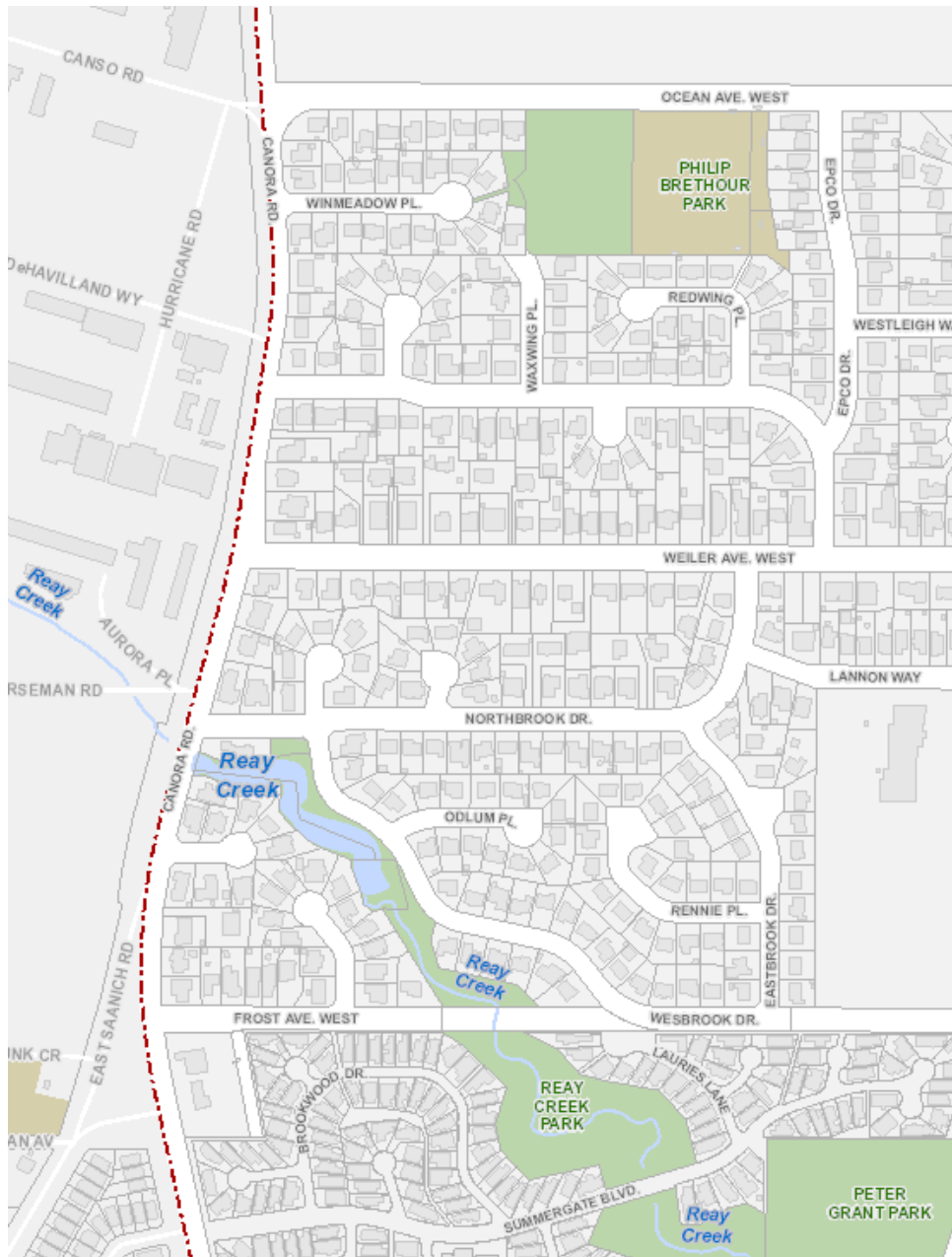
The Town will likely complete construction of these projects in-house therefore the scope is for detailed engineering design to IFC or IFT stage. Should any of the projects proceed to tender, the Town may retain the services of the same Proponent for tender process, tender recommendation and construction management as well.

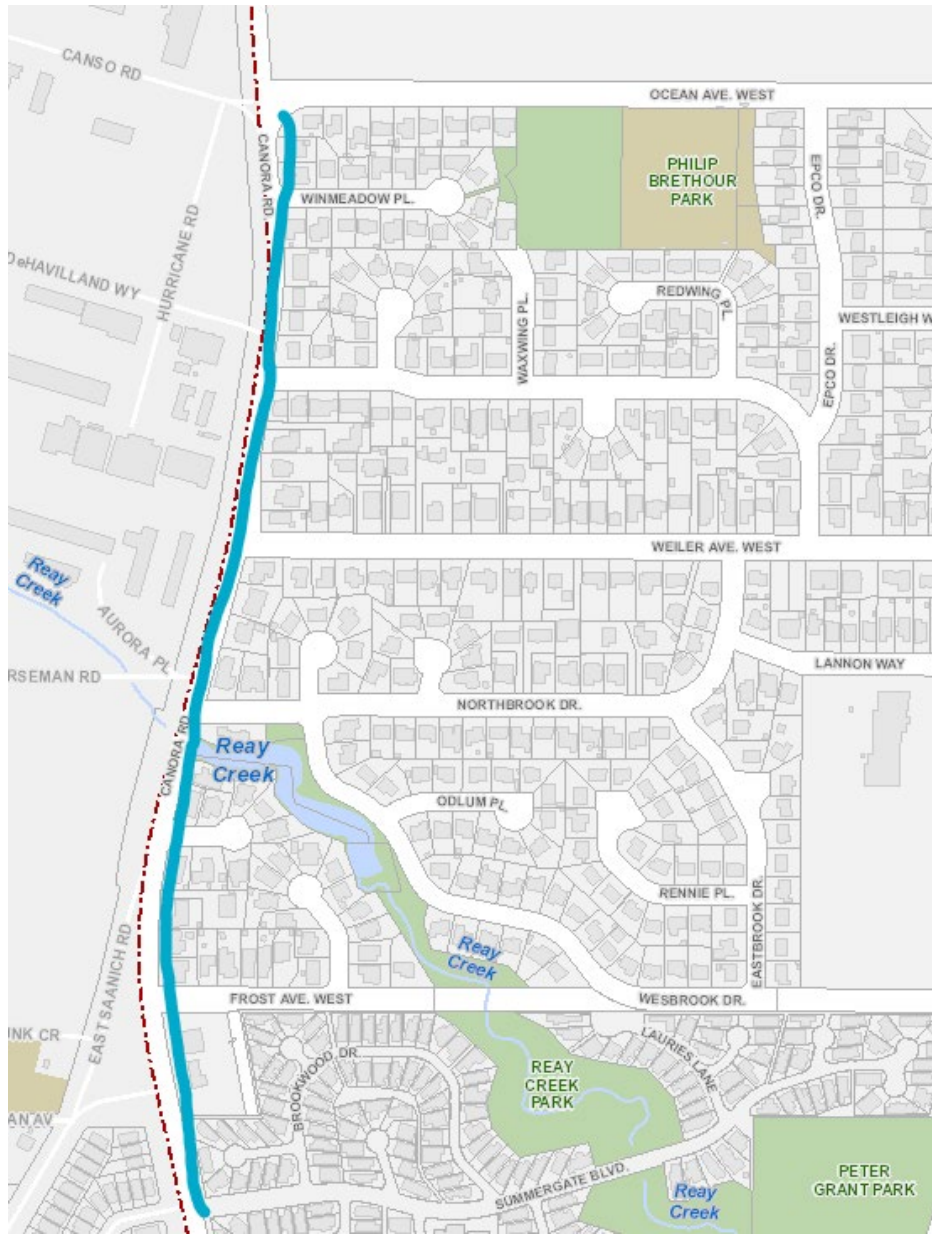
The Town may also use the submissions received from this RFP to establish an engineering roster for design and construction management of civil engineering projects of similar scope for 2026 – 2027.

The project list begins on the next page.

Project List

1. Canora Road Sidewalk – Summergate to Ocean Avenue W – EAST SIDE







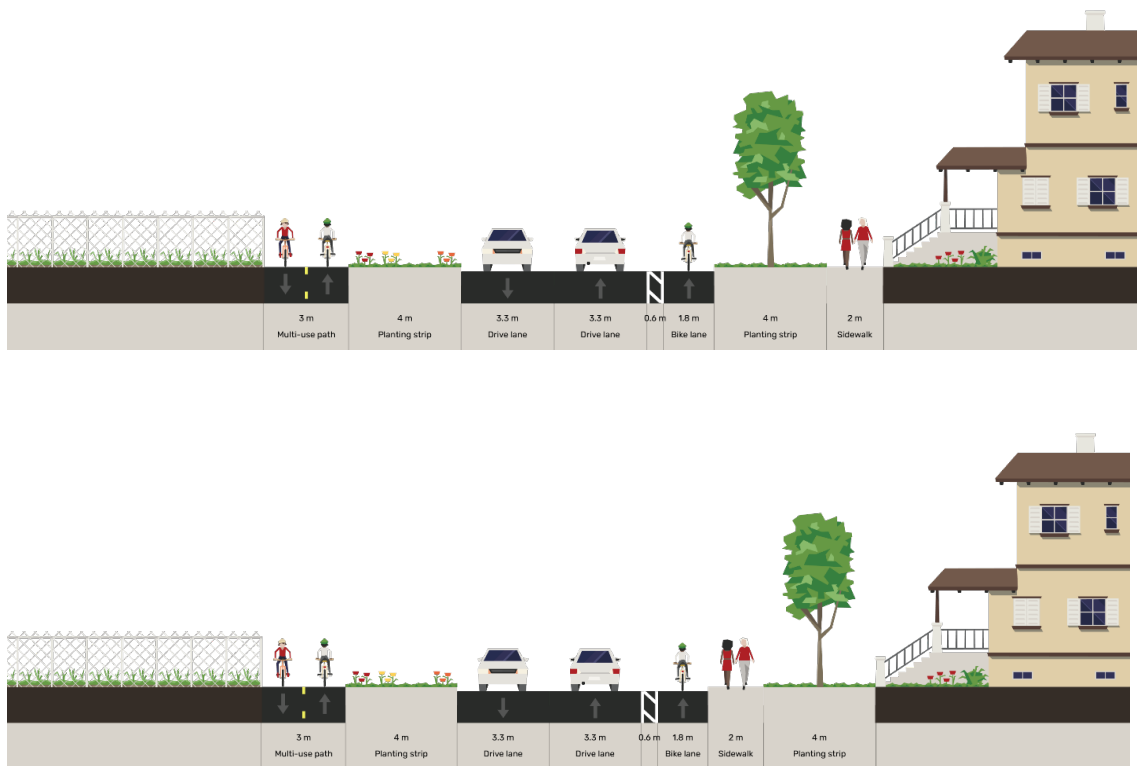
New sidewalk design for east side of Canora Road from Ocean Avenue West to the municipal boundary south of Summergate Boulevard.

Conceptual designs (likely 3 different) with cost estimates will be required for the Town to evaluate the options and implications for scope, parking layouts, potential rain gardens, and in particular impacts to the boulevards for the private properties (which tend to be seen as part of the front yard for those properties). The most basic concept would potentially be new concrete sidewalk where the existing asphalt walkway is (ie. no bike lane, planting strips or parking). More extensive options (that consider street parking, transit stops, bike lane, boulevard strip between the curb and sidewalk, and potential rain gardens (as Canora Road drains to Reay Creek) would require use of the boulevard allowance up to property line. The concepts will need to be presented in simplified views that the Town will utilize for local and public engagement. The design process will need to allow time for the Town to complete public and property owner engagement between the conceptual design phase and the detailed design phase. Note that street parking or bike lane may not be required in the ultimate design depending on the public feedback received and budget considerations.

Canora Road is shared with the District of North Saanich (DNS) and the road centerline is the municipal border. Designs need to consider the full road cross section in coordination with DNS roadway, including grading. The DNS scope of work is expected to be overlay or paving replacement only.

The proposal should include time for developing suitable public-facing drawings to be used in mail-outs, social media posts, project website updates, and potentially information boards. The Town will lead the engagement process using consultant materials to support.

Two potential cross-sections for Canora Road are presented as follows. The Town welcomes feedback and alternate suggestions from the Consultant. Note the west side of Canora Road is in the Municipality of North Saanich and not in the Town’s jurisdiction.



Sidewalk distance from Summergate to Ocean Ave West (approx.) 1000 m

Canora Road – Road Improvements

After the design concept is selected, the detailed design will also need to consider crosswalk connectivity, intersection improvements, transit stops, etc. A concept plan for road improvements is attached for reference (Appendix A); however, the identified items are for discussion purposes and will need to be confirmed individually between the Consultant and the Town during the detailed design phase.

Canora Road – Storm and Sewer Segments

Some storm and sewer segments along the east side of Canora Road will need to be replaced as part of the sidewalk project. These will need to be designed in coordination with proposed roadworks / rain gardens / etc.

Identified Storm / Sewer Segments for Upgrades:

- Storm Drain: Winmeadow Pl to Weiler Ave W
- Sanitary Sewer: Winmeadow Pl to Weiler Ave W

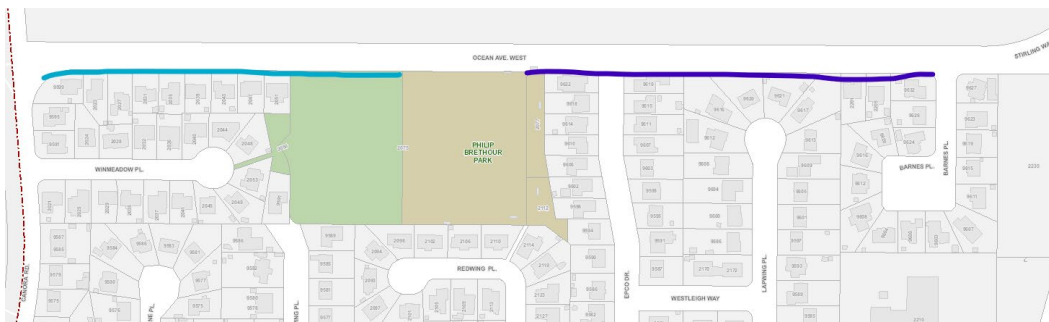
Additional segments may be added to/removed from the scope based on further condition assessment, and final placement and extents of the surface works which will either complicate or facilitate their replacement in the future.

2. Ocean Avenue West Sidewalk – from Canora to Brethour Park and from Brethour Park to Barnes Place – SOUTH SIDE



Ocean Avenue West - new sidewalk in two parts – South side:

- 1 – new sidewalk on Ocean Avenue West south side from Canora Road to the east edge of the forested area in Brethour Park
- 2 – new sidewalk on Ocean Avenue West south side from the east boundary of Brethour Park (ie. the east edge of the parking area) to Barnes Place



Cost estimates and designs will need to be separate for the two segments. Design costs for the proposal and for invoicing will be under one combined project for Ocean Ave West.

Where applicable, the design will need to consider curbs, road widening, boulevards, drainage, ditch filling, full road cross section including future curb on north side transit stops, and improved crossing connectivity for pedestrians and cyclists, including lighting. The extents and implications of potential tree clearing (along the forested area) will need to be evaluated closely.

Sidewalk distance from Canora Road to Brethour Park (approx.) 300 m

Sidewalk distance from Brethour Park to Barnes (approx.) 300 m

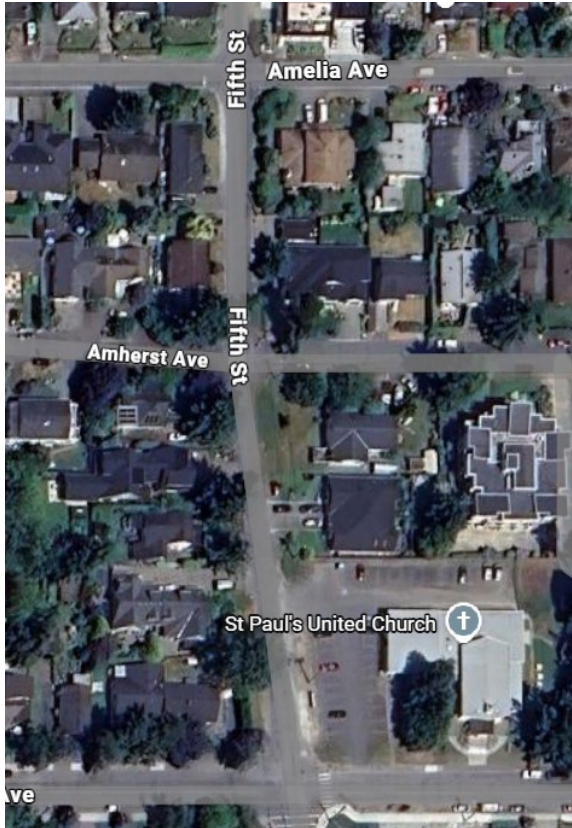
The Town has survey and preliminary design available for new sidewalk from the east edge of the park to Epco Dr. This can be provided to the consultant as a preliminary design to work from.

During concept development stage, a second concept will be required that considers installing new pedestrian crossing to/from the YYJ Flight Path at Epco Drive and Barnes Place and considers design for the remaining sections (and potential future fill-in phasing between Epco and Barnes.)

The Consultant must also specifically review the intersection (right turn) at Canora Road and Ocean Avenue intersection for coordination between the two projects and for potential alignment improvements.

3. Fifth Street Sidewalk from Malaview to Amelia – EAST SIDE





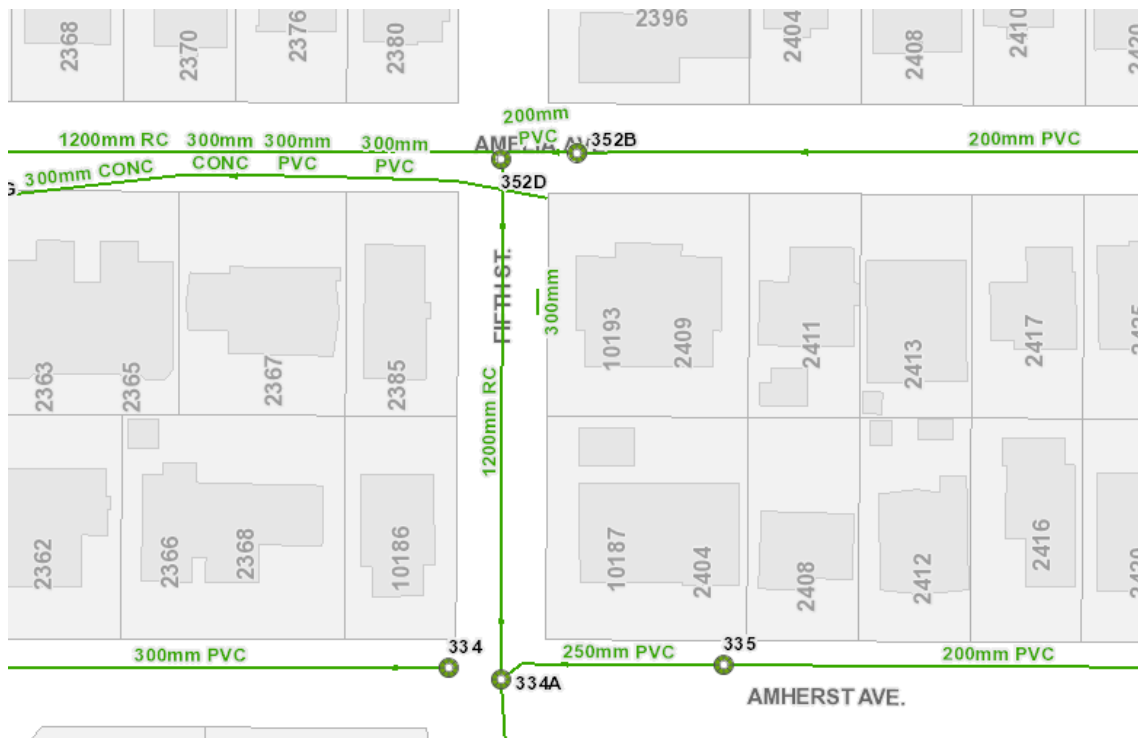
New sidewalk on Fifth Street east side from Malaview Ave to Amelia Ave.

Concepts will need to consider curbs, intersections, boulevards, road widening, drainage, full road cross section including future curb on west side and street parking where feasible.

Design needs to consider the overall road cross section that would include parking on one side of Fifth Street. The intersections at Fifth and Malaview / Amhurst / Amelia should be designed to accommodate future four-way stops with potential curb extensions.

A separated sidewalk in the Malaview-Amherst block may be an option.

As the new sidewalk will fill in an existing ditch on the east side of Fifth Street approaching Amelia Ave, drainage and a local storm main (north to Amelia) will need to be designed as part of this project (image below).



This map identifies the existing storm mains in the area. A new local storm main for drainage from Amelia Ave may be required to replace the ditch drainage that would be filled in by the new sidewalk. Consultant to evaluate and determine best approach.

Sidewalk distance Fifth Street sidewalk east side from Malaview to Amelia approx. 180 m
 Local storm main – approx. 30 m

General Requirements

Pricing for engineering in the proposal will need to be split out separately for each project above and invoicing will need to be specific to each project.

Designs and certified engineering drawings as per MMCD standards and any best practices recommended by the Consultant. The Consultant should allow for appropriate reviews with the Town during the design stage.

Detailed Design

1. Project initiation and review of the design parameters
2. Individually for each project, preparation and review of conceptual design option(s) with high level cost estimates (Class C/D) and Town direction and approval on preferred option
3. Detailed design, cost estimates, on accepted final option (60% design / Class B Cost Estimate)
4. Detailed design, cost estimates, and Town approval (90% design / Class A Cost Estimate)
5. Issued for Tender or Issued for Construction drawings

Proposals are required to include geotechnical investigation as recommended by the Proponent.

Proponents may recommend additional deliverables within as appropriate.

Proponents must have demonstrated recent and relevant experience in sidewalk, road and drainage engineering design (Issued for Tender / Issued for Construction). Project experience must be listed and will be a factor in the evaluations. Project team qualifications and experience must be listed and will be a factor in the evaluations.

With several projects proposed for engineering design in parallel, the Town's limited capacity for engineering reviews and coordination will be a limiting factor in the progression of each project. The Consultant should indicate their willingness to accommodate longer than ideal turnaround times for Town engineering reviews.

The Town will likely complete construction of these projects in-house therefore the scope is for detailed engineering design to IFC or IFT stage. Should any of the projects proceed to formal tender for construction, the Town may retain the services of the same Consultant for the tender process, tender recommendation, and subsequent construction management as well. Proponents are therefore invited to submit hourly rates for key construction management personnel for 2026 and 2027 as part of their submission along with an indication of local / regional availability for construction inspection personnel.

Qualified sole practitioners are eligible to submit to this RFP.

The Town has a standard consulting agreement that may be used, or the Town can utilize the Consultant's standard agreement if preferred.

Potential Establishment of an Engineering Roster for 2026 - 2028

The Town may use submissions received from this RFP to establish an engineering roster for a limited number of qualified firms for design civil engineering projects of similar scope for 2026 – 2028. Participation in this engineering roster will be voluntary and Proponents should indicate their interest in their response to this RFP. Proponents are asked to provide rates for 2026, 2027 and 2028 for this purpose. Evaluation criteria for the engineering roster will be similar to the evaluation for the projects listed in this RFP. Terms of the roster may be established afterwards and would be substantially similar to terms for existing engineering rosters with other municipalities.

8. PROPOSAL SUBMISSION

Proposals must include the following information to be considered (preferably in the order presented):

8.2 TITLE PAGE

Showing RFP title and number, closing date, company name of the Proponent, address, contact name, email address, and phone number.

8.3 COMPANY PROFILE

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliation
- Company's history
- Number of staff employed
- Other goods or services provided by your company
- Any subconsultants proposed to be utilized on this project

8.4 QUALIFICATIONS AND EXPERIENCE

Proponents must have demonstrated recent and relevant experience in road / sidewalk improvements design (Issued for Tender / Issued for Construction) and construction management. Include a detailed description of the experience of the Proponent demonstrating their experience in undertaking the work outlined in this RFP. Include a list of at least 2 relevant completed projects with client references and telephone number / email contact information for each project. By submitting a Proposal, the Proponent consents to the Town contacting these references at its discretion, and consents to the Town also contacting any other organizations for the purpose of evaluating the Proposal.

9. PROPOSAL EVALUATION

The Town, in its sole discretion, may disqualify any Proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the Proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and Proponents should include in their Proposals all relevant information that would allow the Town to accurately assess their organization with regard to the evaluation criteria. The Town will make no assumptions on behalf of the Proponent.

The Town shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to clarify their Proposal. The Town reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

9.1 EVALUATION CRITERIA

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria in the order presented in their submission to receive full consideration during the evaluation process. The Town of Sidney recognizes that “best value” is the essential component of this project, and therefore the Town will consider both technical and cost factors in its selection criteria. The following table identifies the key criteria that the Town has deemed relevant, and the point assignment of each.

Note: Scoring for Price may be calculated using the overall fee schedule, or a comparison of hourly rates for a senior design engineer / project manager role, or a combination of both approaches.

	Description	Weight
1	Project Approach and Understanding – Demonstrates a clear grasp of the project requirements, challenges, and site context	20%
2	Project Schedule – Provides a realistic and achievable timeline for completion of Phase 1.	10%
3	Proposed Price	40%
4	Qualifications & Experience and Methodology – Consultant experience, personnel qualifications, similar projects, references; Collaborate with the Town during the process to develop a solution and demonstrate an understanding of the project requirements, etc. Local / regional availability.	30%

10. AWARD

It is not the intent of the Owners to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The Owners reserve the right to reject any submitted proposal from any Proponent who, in the Owners’ reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

This RFP is not a tender and does not commit the Owners in any way to select a Proponent. This RFP and a Proposal received by the Owners in response to it shall not give rise to any contract, including the contract known in the law of tendering as “Contract A”, between the Owners and the Proponent who submitted the Proposal. No contract of any nature shall arise between the Owners and a Proponent unless and until the Proponent and the Owners execute and enter into the Contract. The Owners reserve the right, should it be deemed in the best interest of the Owners to so do, to reject or retain for its consideration Proposals that are non-conforming because they do not contain the content or form required by this RFP or for failure to comply with the process for submission set out in this RFP.

The Owners may divide the award of the individual components of this RFP (ie. from the project list) between more than one Consultant if deemed to be worthwhile for capacity, timing or other reasons.

In addition, the Owners may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project.
- The Owners decide to cancel the project.

10.1 RIGHT TO NEGOTIATE

After the contract has been awarded to the Selected Proponent, the Town reserves the right to negotiate minor changes, amendments, or modifications to the Selected Proponent’s Proposal, without offering the other Proponents the opportunity to amend their Proposals.

10.2 FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Proponent fails to execute the Contract within 10 calendar days of notice of project award, the Owners may, in their sole and absolute discretion and without incurring any liability, rescind the selection of the Proponent. Should the aforementioned occur, the Owners further reserve the right to remove the Selected Proponent from eligibility to submit future proposals for other projects thereafter.

10.3 LIMITATION OF LIABILITY

Each Proponent agrees not to bring any claim in excess of the amount of \$1,000 against the Owners or any of them or any of the Town's employees, advisors, and representatives for costs, expenses, losses or damages, loss of anticipated profits, or for any other matter whatsoever, for any matter in relation to or arising out of this RFP, including but not limited to:

- If the Town awards the Contract to a Proponent who submitted a Proposal that does not comply in a material or immaterial way with the requirements of this RFP or if the Owner otherwise does not conduct itself in conformity with this RFP; or

- If the Town modifies, suspends, or cancels this RFP for any reason (including modification of the scope of the Work) or if the Town exercises any rights under this RFP.

10.4 PUBLICITY

The successful Selected Proponent shall not make any news release concerning the RFP, submitted Proposal, or awarding of same, or the resulting Contract without the express written consent of the Town.

An award of Contract to the successful Selected Proponent does not constitute a general endorsement of the Proponent's products or services, and the award of Contract cannot be used by the Selected Proponent to promote the sale of products or services without the express written approval of the Town. The Town may issue a news release about the award of the Contract and project updates.

10.5 INSURANCE

The successful Selected Proponent agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Selected Proponent's own cost and expense, in such amount, in such forms, and with insurers acceptable to the Town.

The Selected Proponent must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000) inclusive per occurrence. The Town of Sidney must be added as an additional insured to such policy and such policy must contain a cross-liability clause.

The Selected Proponent must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the Town of Sidney, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Selected Proponent must carry insurance on equipment owned or rented by the Selected Proponent to its full insurable value.

10.6 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Proponent must ensure that all services and products provided for the Work comply with, and are authorized by, all applicable municipal, provincial, and federal laws,

regulations, and governing authorities. The Selected Proponent will provide the Town with a copy of their current Certificate of Clearance from WorkSafeBC BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days.

The Selected Proponent to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Selected Proponent shall provide the Town, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Selected Proponent does not have written procedures relevant to the Work, the Selected Proponent's project team will be expected to abide by the Town's safety procedures in accordance with the duties of the employer's provision of the Occupational Health and Safety Act.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a Contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

10.7 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to fulfill its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 10 days, either party may terminate this agreement without further liability by giving written notice to the other party.

APPENDIX A: CANORA ROAD SPOT IMPROVEMENTS

APPENDIX B: SAMPLE CONSULTING AGREEMENT