



REQUEST FOR PROPOSAL

***Insurance Brokerage and
Risk Advisory Services***

**ISSUE DATE:
NOVEMBER 9, 2020**

**CLOSING DATE AND TIME:
DECEMBER 4, 2020
16.00 pm PDT**

**Greater Victoria Harbour Authority
100-1019 Wharf Street Victoria BC
V8W 2Y9**

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1.0 INVITATION AND INSTRUCTIONS TO PROPONENTS

1.1 INVITATION

This Request for Proposals ("RFP") is an invitation to obtain Proposals from qualified and experienced Proponents to provide Insurance Brokerage and Risk Advisory Services to GVHA for a 5-year term. The Services are further described in **Section 3.0 – Scope of Services**.

1.2 GREATER VICTORIA HARBOUR AUTHORITY

GVHA was incorporated as a not-for-profit corporation in February 2002 under the BC Society Act. GVHA's Board is comprised of Directors representing its 8 member agencies and organizations (Esquimalt Nation, Songhees Nation, Provincial Capital Commission, City of Victoria, Township of Esquimalt, the Victoria/Esquimalt Harbour Society, Tourism Victoria, the Greater Victoria Chamber of Commerce, and the Capital Regional District). It also comprises four independent directors.

GVHA is responsible for the operation, maintenance and development of waterfront lands and facilities located on Victoria's Inner and Outer harbour, including Ogden Point, Fisherman's Wharf, the Steamship Terminal, the Lower Causeway, Ship Point and Wharf Street, as well as the Hyack Air Terminal. GVHA receives no government grants or subsidies by taxpayers for its operations. GVHA must pay property taxes and operate its facilities as a self-sustaining business, while at the same time facilitating the economic development of the local community.

Proponents are strongly encouraged to review and understand the GVHA's Vision and Mission, as well as additional background on the Organization at www.gvha.ca

1.3 FIRST NATIONS OPPORTUNITIES

GVHA recognizes and respects the Traditional Lands and Territories of the Lekwungen Peoples. As part of its commitment to ongoing collaboration, dialogue and partnership with Esquimalt Nation and Songhees Nation, GVHA is committed to the Progressive Aboriginal Relations (PAR) program, administered by Canadian Council for Aboriginal Business. Proponents are encouraged to identify opportunities for Aboriginal business engagement in their proposals in support of GVHA objectives and our First Nations Relationship Principle. For further information please visit <https://gvha.ca/first-nations-partnerships/>.

1.4 CLOSING DATE

To participate a Proponent must deliver its Proposal to GVHA, in accordance with the instructions set forth in this RFP before the Closing Date and Time.

All proposals must be received no later than **Friday, December 4, 2020 at 16.00** hrs. (Pacific Daylight Time).

All responses must be submitted **electronically or by mail** to:

Lori Ann Smith, Manager, Finance, lsmith@gvha.ca
Greater Victoria Harbour Authority
Attn: Audit & Finance Committee
100-1019 Wharf Street
Victoria, BC, V8W 2Y9

Submittals that do not adhere to these requirements may not be accepted.

Questions on this RFP should be directed in writing to the contact name at the email above. All questions received by the deadline will be answered and shared with all recipients of the RFP.

1.5 COVID-19 PROTOCOLS

For the protection of GVHA, and the proponent's own forces, prior to commencement of work, the successful Proponent shall prepare and submit a COVID-19 Plan, outlining precautions taken to mitigate exposure risk.

This plan must, as a minimum, follow Worksafe BC (WSBC) and other Governmental requirements or legislation in place. The document shall be updated as required to meet changing conditions.

GVHA will coordinate their own COVID-19 Management plans with the successful proponent.

1.6 INSTRUCTIONS TO PROPONENTS

.1 Definitions

In this RFP, the following definitions shall apply:

- a) "Contract" means a formal written contract between GVHA and a Selected Proponent to undertake and provide the Services, in the form attached as Appendix B attached to this RFP.
- b) "GVHA" means the Greater Victoria Harbour Authority.

- c) "Insurance Brokerage Firm" means the successful Proponent to this RFP
- d) "Proponent" means an entity or individual that submits a Proposal.
- e) "Proposal" means a Proposal submitted in response to this RFP.
- f) "Selected Proponent" means a Proponent selected by the GVHA in response to this RFP.
- g) "Services" means the works requested to be performed as per this RFP

Proponents will be deemed to have carefully examined the RFP, including all Schedules and Attachments, prior to preparing and submitting a Proposal with respect to all facts that may influence a Proposal.

.2 Enquiries and Addenda

All enquiries related to this RFP should be directed, by **e-mail ONLY**, to the following contacts:

Lori Ann Smith, Manager, Finance, lsmith@gvha.ca

Only bona fide prospective Proponents may ask questions. Information obtained from any person or source other than the Manager, Finance should not be relied on.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal Scope, conditions, or closing date, GVHA will issue a written addendum that will form part of this RFP.

Any changes relating to this RFP will be provided to Proponents by means of written addenda, which will be published on GVHA's website: www.gvha.ca, as well as through any other means by which this RFP was issued.

The Proponent shall be deemed to have acknowledged such addenda; and by submitting a Proposal each Proponent shall be deemed to have agreed with this process related to addenda.

Confirm receipt of all Addenda or clarifications received as per Section **5.0 Form of Proposal**

Information given orally will not be binding. Verbal discussion with the GVHA Management, or staff, shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

.3 Proposal Submissions

All Proposals must be submitted electronically in PDF Format by email or by mail and be no larger than 12 MB, with the RFP Name clearly stated on the subject line. Proposals will be accepted by GVHA only. Proposals will not be read in public.

.4 Amendments to Proposals

Proposals may be revised by amendment, submitted by email to the Delivery Location set out in the Summary of Basic Information, at any time before the Closing, but not after. An authorized signatory of the Proponent must sign an amendment in the same manner as the original. Fax or written hand delivered amendments are not permitted.

1.7 GENERAL TERMS OF PROPOSAL PROCESS

.1 Proposal Preparation Costs

All expenses incurred by the Proponent in preparation and submission of a Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against GVHA will be accepted.

GVHA shall not be responsible for any costs involved in or associated with any meetings, discussion, or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

.2 Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, more than an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

.3 Proposal Evaluation

GVHA recognizes that "best value" is the essential part of purchasing a product and/or service and therefore GVHA may prefer a proposal with a higher price, if it offers greater value and better serves GVHA's interests, as determined by the GVHA, over a proposal with a lower price.

Section 4.0 Selection Criteria contains the information regarding how Proposals are to be evaluated. The Evaluation Team will not be limited to the criteria listed in Section 4.1, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

GVHA, at its sole discretion, reserves the right to:

- a) reject any or all Proposals whether complete or not.
- b) reject any Proposal it considers not to be in its best interests.
- c) waive any minor irregularity or insufficiency in the Proposal submitted.
- d) not be liable for misunderstandings or errors in the Request for Proposals.
- e) issue Addenda to the Request for Proposals.
- f) contact references provided by the Proponents.
- g) retain independent persons or contractors for assistance in evaluating Proposals.
- h) request points of clarification to assist GVHA in evaluating Proposals.
- i) negotiate changes with the successful Proponent.
- j) award separate contracts for separate work components; and
- k) withdraw the Request for Proposals.

.4 Proposal Presentation

GVHA reserves the right to request one or more of the Proponents whose submissions are of interest to the GVHA, to make an oral presentation to the GVHA.

.5 Proposal Confidentiality

All submissions become the property of GVHA and will not be returned to the Proponent. GVHA will consider all Proposals submitted as confidential, unless otherwise required by law, but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

.6 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with GVHA, its Directors or employees. GVHA may rely on such disclosure.

.7 Solicitation of GVHA Staff

Proponents and their agents are cautioned that solicitations of members of GVHA, or any appointed Contractor, Proponent, committee or commission, during the Proposal seeking period, through evaluation and up to award, may be cause for rejection of a Proposal as this will be viewed as that of one Proponent seeking an unfair advantage over another.

.8 No Collusion

Except as otherwise specified or as arising due to the provision of the contract documents, no person whether natural, body corporate, other than the Proponent has or will have any interest or share in the Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents relating to Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party relating to the making of the Proposal.

.9 Disqualification

- .1 GVHA reserves the right to disqualify or reject a Proposal in whole or in part if in the sole opinion of GVHA:
- a) the current or past corporate or other interests of a Proponent or any of its subcontractors or Affiliated Persons place it in a conflict of interest regarding this RFP or the activities or mandate of GVHA.
 - b) the Proponent, including any corporation whose directors are, or were directors of any corporation is in arrears, in respect of any contractual arrangement with GVHA unless financial arrangements satisfactory to GVHA are made in respect of such arrears.
 - c) the Proponent or any of its directors, officers, shareholders, Affiliated Persons, associates or affiliates has a claim or has initiated a claim or legal proceeding against GVHA or any of its subsidiaries or against whom GVHA or any of its subsidiaries has a claim or has initiated a legal proceeding with respect to any previous contracts, tenders or business transactions; or
 - d) There is collusion between separate Proponents.

.10 Litigation

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against GVHA relating to any contract for works or services, may be considered ineligible Proponents.

Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

.11 No Contract

This RFP is not a tender and does not commit GVHA in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on GVHA by this RFP or submissions prior to the completed execution of a formal written Contract.

.12 Reservation of Rights

GVHA reserves the right to accept the Proposal that it deems most advantageous, and the right to reject any or all Proposals for any reason, in each case without giving notice or reasons.

GVHA reserves the right to contract only for selected services, products, or compensation. GVHA reserves the right to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently.

In no event will GVHA be required to offer any modified terms to any other Proponent. GVHA also reserves the right not to accept any Proposal submitted and may seek additional or further Proposals from any other party or parties.

GVHA shall not incur liability to any other Proponent because of such negotiations or modifications.

.13 Acceptance of Proposal

- a) The acceptance of a Proposal will be made in writing from GVHA and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with GVHA to perform the work set out and agreed upon in the Proposal.

- b) The Contract that the successful Proponent will be expected to execute with GVHA will contain terms like those contained in the draft Contract provided in Schedule E. The Contract attachments will include the entire Request for Proposals, the Proponents Total Proposal submission, and any mutually agreed upon modifications, changes or negotiated adjustments.

.14 Firm Pricing

Proposals must be firm for **Sixty (60)** days after the closing date. Prices will be firm for the entire Contract period. Proponents are solely responsible for ensuring rates and prices consider any fluctuations in fuel prices or other variable costs during the Contract period.

.15 Currency and Taxes

All prices quoted are to be:

- a) in Canadian dollars (CAD).
- b) exclusive of PST/GST.

.16 Negotiation Delay

If a written Contract cannot be finalized within thirty (30) days of notification of the successful Proponent, GVHA may, at its sole discretion at any time thereafter, rescind the award with that Proponent and either sign a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

.17 Assignment

This RFP and any resulting Contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same regarding the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company.

Any permitted assignee shall assume all obligations of the assignor under the Contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

.18 Law

This RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.0 SUBMISSION REQUIREMENTS

2.1 PROPOSAL FORMAT

Proponents are requested to maintain brevity in their submissions and avoid unnecessary additional documentation, other than that that is requested.

To receive full consideration during evaluation, Proposals must include the following:

- a) **Company Profile and Contact:** A brief profile of your firm (1 to 2 pages) indicating the scope of its practice, the range of activities performed by the firm such as auditing, tax service, accounting, or management services. Identify contact person, phone number and email address. State the head office address as well as the address and phone number of any local office that will manage or assist in managing this audit.
- b) **Personnel:** Qualifications and experience of the team including the names of who will be providing insurance brokerage and risk advisory services for GVHA and their professional credentials, capabilities, and experience.
- c) **Experience with Ports and Marine Operations:** Details of direct experience of the team and knowledge of Port Authorities and/or port and marine related business, and any specialized areas of knowledge. List current and past clients and indicate the number of years your firm has been the broker for each client.
- d) **Claims Department:** Description of claims department and qualifications and experience of the department.
- e) **Insurance Programs:** Identification of any insurance programs that the Proponent led i.e. Port Programs.
- f) **Administration and Other Services:** Describe the administration of the account, including the availability of certificates of insurance and ability to offer a wide range of services.
- g) **Fee Proposal:** Your firm's fee, whether a flat fee or percentage of premium, or other methodology and any cost for additional services. Proposals that are firm for a three-year renewal period past the April 2021 renewal are preferred.
- h) **Other:** Other matters that the Proponent believes should be identified but which may have been omitted above.
- i) **References:** Three references. Include numbers of years of service to and a contact name, telephone number and email address for each reference.

3.0 SCOPE OF SERVICES

3.1 PROJECT OBJECTIVES

.1 Services

**GVHA REQUEST FOR PROPOSAL
INSURANCE BROKERAGE AND RISK ADVISORY SERVICES
NOVEMBER 9, 2020**

Without limiting the generality of the foregoing, the Insurance Brokerage Firm shall:

- a) Act as GVHA's insurance broker, consultant, and risk management advisor as applicable with respect to the insurance coverage outlined in 3.1.3.
- b) Assess GVHA's risk exposures, develop and implement GVHA's insurance program and secure coverage from the markets.
- c) Advise GVHA of trends and changes in the insurance marketplace.
- d) Review policies and respond to GVHA's questions related to coverage.
- e) Review insurance certificates and insurance requirements of tenants and users of GVHA property.
- f) Assist with claims reporting procedures to insurer and manage claims to conclusion
- g) Attend GVHA Audit & Finance Committee meetings as requested

.2 Annual Insurance Portfolio Renewal Schedule

Item No.	Item	Date or Description
1	Insurance Brokerage Firm to submit annual policy (renewal) applications to GVHA's Manager, Finance	February
2	Presentation of annual Insurance Portfolio (renewal) to Manager, Finance and CAO	March
3	Insurance portfolio annual renewal date	April 9th

.3 Current Insurance Coverage Policies

Policy		Renewal Dates
1.	Property	April 9, 2021
2.	Port Liability	April 9, 2021
3.	Equipment Breakdown	April 9, 2021
4.	Crime	April 9, 2021
5.	Commercial General Liability	April 9, 2021

Policy		Renewal Dates
6.	Fleet Hull & Machinery	April 9, 2021
7.	Fleet Protection & Indemnity	April 9, 2021
8.	Directors & Officers	April 9, 2021
9.	Environmental Cleanup & Liability for Storage Tanks	April 9, 2021
10.	Aviation Liability	April 9, 2021

3.2 GVHA PROFESSIONAL SERVICES AGREEMENT

.1 Professional Services Agreement

A sample copy of GVHA Professional Services Agreement is provided in **Appendix A** for review. The proponent should provide comments in their submission regarding the clauses for GVHA's consideration within their submission.

3.3 TERMS OF ENGAGEMENT

It is the intention of GVHA to enter into a five-year agreement with the successful Proponent to provide Insurance brokerage and risk advisory services beginning with the renewal of April 9, 2021.

4.0 SELECTION CRITERIA

4.1 EVALUATION TEAM

All submitted proposals which are responsive and meet the requirements outlined in this RFP Evaluation of Proposals will be conducted by a team formed by the GVHA.

The Evaluation Team will not be limited to the criteria referred to in this RFP, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. Please refer to Section **4.3 Evaluation Matrix**, for scoring of proposal submissions. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria will be applied evenly and fairly to all Proposals.

The Evaluation Team will use the following broad weighting to compare and evaluate the Proposals, with the goal of determining the strength and ability of each Proponent to conduct the required work, to establish which of the Proposals is most advantageous to the GVHA.

4.2 MANDATORY REQUIREMENTS

The Proponent must meet the following **mandatory** requirements to be considered for further evaluation:

1. Proposal completed and signed by a person authorized to bind the Proponent to statements made in the submission.
2. Proposal is submitted electronically or three duly signed copies of the Proposal Submitted.
3. Proposal must be received by the specified Closing date and time.

4.3 EVALUATION MATRIX

EVALUATION MATRIX	
CRITERIA	MAXIMUM SCORE
Mandatory Criteria:	
<ol style="list-style-type: none"> 1. Cover letter completed and signed by person authorized to bind the Proponent to statements made in the submission. 2. Proposal is submitted electronically, or three duly signed copies of the Proposal submitted. 3. Proposal must be received at the closing location by the specified closing date and time. 	
Point-Rated Criteria	
1. Port Authority and Marine Operations insurance marketplace experience <ul style="list-style-type: none"> • Technical experience of the firm and experience with organization of a similar industry size and complexity 	20
2. Personnel <ul style="list-style-type: none"> • Experience and qualifications of insurance brokerage services team proposed. 	10
3. Ability to assess risk and provide advice and guidance on insurance matters on a timely basis <ul style="list-style-type: none"> • Description of account administration. • Identify availability and turnaround time for (typical) requests. 	15
4. Additional Services <ul style="list-style-type: none"> • Proponent's ability to provide additional services to the GVHA such as: 	10

**GVHA REQUEST FOR PROPOSAL
INSURANCE BROKERAGE AND RISK ADVISORY SERVICES
NOVEMBER 9, 2020**

EVALUATION MATRIX	
CRITERIA	MAXIMUM SCORE
<ul style="list-style-type: none"> • Enterprise Risk Advisory services • Emergency planning & crisis management 	
6. References	10
7.Fee Proposal <ul style="list-style-type: none"> • Whether a flat fee or percentage of premium, or other methodology and any cost for additional services. • Proposals that are firm for a three-year renewal period past the April 2021 renewal are preferred. 	35
Total Points	100

5.0 FORM OF PROPOSAL

Complete form below and submit with Proposal.

FORM OF PROPOSAL		
RFP Project Title	REQUEST FOR PROPOSAL Insurance Brokerage and Risk Advisory Services November 6, 2020	
Name of Proponent:		
Contact Person and Title		
Business Address:		
Telephone:		
Fax:		
E-mail Address		
TO: Lori Ann Smith, Manager, Finance, GVHA c/o GREATER VICTORIA HARBOUR AUTHORITY 100 – 1019 Wharf Street Victoria, BC V8W 2Y9 Phone: 250.383.8300 x 233 lsmith@gvha.ca		
1	I/We, the undersigned duly authorized representative of the Proponent , having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the GVHA Website and BC Bid website or other means noted above, and having informed ourselves of the intent, difficulties, Victoria BC , submit this Proposal in response to the RFP.	
2	Acknowledgement of Addenda and Clarifications Issued by GVHA (Per Section 1.8.3	
	We acknowledge the receipt of the following addenda or clarification forming part of this Request for Proposal.	
	Addendum or Clarification Number	Date of Addenda/Clarification YY/M/D
		Proponent Signature Acknowledging Receipt

FORM OF PROPOSAL			
4	I/We confirm that this proposal is accurate and true to the best of my/our knowledge.		
5	I/We confirm that, if I/we am/are awarded the Contract, I/we will always be the "prime contractor" as provided by the Workers Compensation Act (British Columbia) with respect to the consulting services.		
	This proposal is submitted this _____ day of _____, 2020		
6	I/We have the authority to bind the Proponent.		
	(Name of Proponent)		(Name of Proponent)
	(Signature of Authorized Signatory)		(Signature of Authorized Signatory)
	(Print Name and Position of Authorized Signatory)		(Print Name and Position of Authorized Signatory)

Appendix A SAMPLE GVHA PROFESSIONAL SERVICES AGREEMENT



Professional Consulting Services Contract COVER SHEET

GREATER VICTORIA HARBOUR AUTHORITY
100 – 1019 Wharf Street
Victoria, BC V8W 2Y9
Phone: 250.383.8300 | Fax: 250.383.8322
www.gvha.ca

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN:
GREATER VICTORIA HARBOUR AUTHORITY**

100 – 1019 Wharf Street
Victoria, BC V8W 2Y9
("GVHA")

AND:

("Consultant ")

WHEREAS GVHA wishes to engage the Consultant to provide Services relating to **Project Title**

THEREFORE in consideration of the payment of **\$XXXXXX Canadian Dollars (CAD)** and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) GVHA and the Consultant agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement, the following definitions apply:

"Disbursements" has the meaning set out in section 5.3;

"Dispute" has the meaning set out in section 14.1

"Fees" has the meaning set out in section 5.1;

"Indemnities" has the meaning set out in section 7.1;

"Invoice" has the meaning set out in section 5.2(a);

"Services" has the meaning set out in section 2.1;

"Term" has the meaning set out in section 2.5; and

"Time Schedule" has the meaning set out in section 2.6

1.2 Appendices

The following attached Appendices are a part of this agreement:

- (a) Schedule 1 –Consultant Proposal submitted by **Consultant**.
- (b) Schedule 2 –Time Schedule submitted by **Consultant**.



2. SERVICES

2.1 Services

GVHA hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the "Services").

2.2 Amendment of Services

GVHA may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of GVHA and the Consultant according to the rates set out in Schedule 1.

2.3 Additional Services

The Consultant will, if requested in writing by GVHA, perform additional services as may be listed in Schedule 1. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by GVHA.

2.4 Standard of Care

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services like the Services, and on the understanding that GVHA is relying on the Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to provide the Services.

2.5 Term

The Consultant will provide the Services for the period commencing on **DATE** and terminating not later than **DATE** (the "Term").

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.

2.6 Time

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in Schedule 2, or as otherwise agreed to in writing by GVHA and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise GVHA in writing and provide a revised Time Schedule.



3. PERSONNEL

3.1 Qualified Personnel

The Consultant will provide only professional personnel who have the qualifications, experience, and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Consultants

The Consultant will perform the Services using the personnel and sub-consultants as may be listed in Schedule 1 and the Consultant will not remove any such listed personnel or sub-consultants from the Services without the prior written approval of GVHA.

3.3 Replacement of Personnel or Sub-Consultants

If GVHA reasonably objects to the performance, qualifications, experience, or suitability of any of the Consultant's personnel or sub-consultants then the Consultant will, on written request from GVHA, replace such personnel or sub-consultants.

3.4 Sub-Consultants and Assignment

Except as provided for in section 3.2, the Consultant will not engage any personnel or sub-consultants, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of GVHA.

3.5 Agreements with Sub-Consultants

The Consultant will preserve and protect the rights of GVHA with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of GVHA under this agreement. The Consultant will be as fully responsible to GVHA for acts and omissions of sub-consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

4. LIMITED AUTHORITY

4.1 Agent of GVHA

The Consultant is not and this agreement does not render the Consultant an agent or employee of GVHA, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of GVHA, except for the limited purposes as may be expressly set out in this agreement, or as necessary to perform the Services.

The Consultant will make such lack of authority clear to all persons with whom the Consultant deals during providing the Services. Every vehicle used by the Consultant during performing the services shall identify the Consultant by name and telephone number.

4.2 Independent Consultant

The Consultant is an independent consultant. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. GVHA will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to perform the Services properly and completely. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees, or sub-consultants.

5. FEES

5.1 Fees

GVHA will pay to the Consultant the fees as set out in Schedule 1 ("Schedule 4 Proforma Financial Proposal"), (the "Fees"). Payment by GVHA of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from GVHA. Fees, Disbursements, and GST will not exceed the amount of **\$XXXX CAD**, inclusive of escalation of rates at **X percent (0%)** per annum, without the prior written approval of GVHA.

5.2 Payment

Subject to any contrary provisions set out in Schedule 1:

(a) The Consultant will first submit a monthly invoice (the "Invoice") to the GVHA requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including the following information:

- (1) An invoice numbers.
- (2) The Consultant's name, address, and telephone number.
- (3) GVHA's reference number for the Services.
- (4) The names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-consultants that have performed services during the previous month.
- (5) The percentage of Services completed at the end of the previous month.
- (6) The total budget for the Services and the amount of the budget expended to the date of the Invoice.
- (7) Taxes (if any).
- (8) Grand total of the Invoice.

- (b) The Consultant will on request from the GVHA provide receipts and invoices for all Disbursements claimed.
- (c) If GVHA reasonably determines that any portion of an Invoice is not payable, then GVHA will so advise the Consultant.
- (d) GVHA will pay the portion of an Invoice which GVHA determines is payable within 30 days of the receipt of the Invoice, except GVHA may hold back from payments 10% of the amount GVHA determines is payable to the Consultant until the Consultant provides its final report to GVHA: and
- (e) if the Consultant offers GVHA a cash discount for early payment, then GVHA may, at GVHA's sole discretion, pay the portion of an Invoice which GVHA determines is payable at any time after receipt of the Invoice.

The Consultant will submit invoices by email and mail to:

TBC

100 – 1019 Wharf Street, Victoria, BC V8W2Y9

5.3 Disbursements

In addition to the Fees, GVHA will reimburse the Consultant for actual out-of-pocket costs and expenses ("Disbursements") as identified in Schedule 1, which the Consultant, and approved sub-consultants, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of GVHA. For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by GVHA.

5.4 Records

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from GVHA, the Consultant will make the records available open to audit examination by GVHA at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.

5.5 Non-Residents

If the Consultant is a non-resident of Canada and does not provide to GVHA a waiver of regulation letter, GVHA will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Consultant; or
- (b) The amount required under applicable tax legislation.

6. **GVHA RESPONSIBILITIES**

6.1 GVHA Information

GVHA will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports that GVHA has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate, and the Consultant will advise GVHA in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 GVHA Decisions

GVHA will in a timely manner make all decisions required under this agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this agreement.

6.3 Notice of Defect

If GVHA observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this agreement will be interpreted as giving GVHA the obligation to inspect or review the Consultant's performance of the Services.

7. **INSURANCE AND DAMAGES**

7.1 Indemnity

The Consultant will indemnify and save harmless GVHA and SSA Marine (Client Project Manager and Contract Administrator) all of its, officers, employees, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-



performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Consultant's Insurance Policies

The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to GVHA from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) CAD dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operator's liability, broad form products and completed operations, owners and consultant's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers' liability, broad form loss of use, personal injury, and incidental medical malpractice;
- (b) Professional errors and omissions insurance in an amount not less five million (\$5,000,000) CAD dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period, and
- (c) Automobile liability insurance on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death, and damage to property.

7.4 Insurance Requirements

The Consultant will provide GVHA with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to GVHA. The Consultant will, on request from GVHA, provide certified copies of all the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide GVHA with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent GVHA has an insurable interest, the builder's risk policy will have GVHA as first loss payee. The Consultant will be responsible for deductible amounts



under the insurance policies. All the Consultant's insurance policies will be primary and not require the sharing of any loss by GVHA or any insurer of GVHA.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by GVHA as to the amount of coverage under any policy of insurance will not constitute a representation by GVHA that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts that may exceed these limits, for which the Consultant may be legally liable.

7.6 Additional Insurance

The Consultant shall place and maintain or cause any of its sub-consultants to place and maintain, such other insurance or amendments to the foregoing policies as GVHA may reasonably direct.

7.7 Waiver of Subrogation

The Consultant hereby waives all rights of recourse against GVHA for loss or damage to the Consultant's property.

8. TERMINATION

8.1 By GVHA

GVHA may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by GVHA at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work that is reasonably required to terminate the Services and return GVHA's property to GVHA. Despite any other provision of this agreement, if GVHA terminates this agreement before the completion of all the Services, GVHA will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by GVHA in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by GVHA to the Consultant, and, for certainty, no amount will be owing because lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

GVHA may terminate this agreement for cause as follows:

- (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, GVHA may, without prejudice to any other right or remedy GVHA may have, terminate this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or



- (b) If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of GVHA within 5 days after delivery of written notice from GVHA to the Consultant, then GVHA may, without prejudice to any other right or remedy GVHA may have, terminate this agreement by giving the Consultant further written notice.

If GVHA terminates this agreement as provided by this Section, then GVHA may:

- (c) Enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services.
- (d) Withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services.
- (e) set-off the total cost of completing the Services incurred by GVHA against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (f) If the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

If the Consultant is in default of any of its obligations under this agreement, then GVHA may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that GVHA must remedy any default of the Consultant.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. GVHA and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

9.2 Codes and By-Laws

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

9.3 Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws, and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then GVHA



will pay the additional costs, if any, of making alterations to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of GVHA, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

10.2 Return of Property

The Consultant agrees to return to GVHA all GVHA's property at the completion of this agreement, including all copies or originals of reports provided by GVHA.

11. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to GVHA the right, title and interest required for GVHA to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant. This section does not give GVHA the right to sell any such work product to any third party and GVHA may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the workproduct.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants, and others engaged in the supply of the Goods and Services. GVHA has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by GVHA to the Consultant. GVHA will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments, or penalties in respect of the Goods and Services have been paid in full.

12.2 The Consultant will provide GVHA with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.

- 12.3 The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Consultant will advise the GVHA immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.
- 12.6 GVHA may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will GVHA be responsible for ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.
- 12.7 The Consultant understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

13. BUSINESS LICENCE

The Consultant will obtain and maintain throughout the term of this agreement a valid City of Victoria business license.

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("Dispute") using the dispute resolution procedures set out in this section 14.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Victoria, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

15. GENERAL

15.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

15.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

15.3 Consultant Terms Rejected

If the Consultant issues an invoice, packing slip, sales receipt, or any like document to GVHA, GVHA accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by GVHA.

15.4 Survival of Obligations

All the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

15.5 Cumulative Remedies

GVHA's remedies under this agreement are cumulative and in addition to any right or remedy that may be available to GVHA at law or in equity.

15.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting.

The addresses for delivery will be as follows:

Greater Victoria Harbour Authority, 100 – 1019 Wharf Street, Victoria, BC V8W 2Y9

15.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

15.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

15.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

15.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

15.11 Signature

This agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax transmission.

15.12 Inurement

This agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of GVHA and the Consultant.

The Consultant executes this agreement this _____ day of _____, 20____.

CONSULTANT

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)



(Print Name and Position of Authorized Signatory)

This agreement is executed by GREATER VICTORIA HARBOUR AUTHORITY this _____ day
of _____, 20__.

GREATER VICTORIA HARBOUR AUTHORITY

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Schedule 1 – SCOPE OF SERVICES

Schedule 2 – TIME SCHEDULE

SAMPLE