



REQUEST FOR PROPOSALS

Title: Energy Transfer Stations – Surrey City Centre (2020-2023)

Reference No.: 1220-030-2019-031

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

Issue Date: April 30, 2019

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this request for proposals (“RFP”) is to select a service provider (or service providers) to perform the services (“Services”) described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.5;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent's name, RFP title and reference number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time

Date: May 21, 2019

(the "Closing Time").

PDF emailed Proposals are preferred, and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the Proposal is submitted on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and two (2) copies (three (3) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

on or before the Closing Time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information

Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Business Fax: 604-599-0956
Business E-mail: purchasing@surrey.ca

Reference: 1220-030-2019-031

Inquiries should be made no later than seven (7) business days before Closing Time. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Proponent chooses NOT to submit by email, the Proponent should submit a Proposal in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City’s policy and the City environmental practices.

Please double-side your Proposal.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

Experience, Reputation and Resources The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.
Technical The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.
Financial The Evaluation Team will consider the Proponent's response to Schedule C-5.
Statement of Departures The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. 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 considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to

the signing of a formal written Contract.

5.4 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 the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City’s acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-

compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.

- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

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SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: ENERGY TRANSFER STATIONS – SURREY CITY CENTRE (2020-2023)
FILE NO.: 5519-002

1. PROJECT DESCRIPTION

The City of Surrey (the “City”) is seeking to retain the services of a professional consultant (the “Consultant”) to perform services for the detailed design of Energy Transfer Stations (ETS). A total of ten (10) ETS are expected to be installed between 2020-2023 to serve new buildings in the City Centre area.

The Consultant will provide the following Services:

- (a) Project Management;
- (b) Preliminary Design;
- (c) Detailed Design;
- (d) Tendering (Optional); and
- (e) Contract Administration and Resident Field Services (Optional).

1.1 Project Background

The City is advancing a district energy (“DE”) system in the rapidly growing City Centre area. Substantial expansion in the pipe distribution network is on-going in order to service new buildings. Each new customer building requires an ETS in order to deliver thermal energy to the building; ten (10) energy transfer stations are expected to be installed over the next four years. The purpose of this project is to complete the detailed process and mechanical designs for the ETS. The desired outcome is to develop multiple tender packages complete with Issue for Tender (IFT) drawings and specifications which will ensure the City is well positioned to expand its ETS infrastructure as required by the pace of building development.

1.2 Project Overview

The objective of this project is to complete the detailed design of upcoming Energy Transfer Stations (ETS). The City of Surrey District Energy utility, Surrey City Energy, operates a two pipe (supply & return) hot water system which supplies thermal energy to residential and commercial buildings. The City installs ETS in each customer building to serve as the interfaces between the DE pipe network and the building mechanical systems. Each ETS includes heat exchangers, control valves, instrumentation and metering equipment in order to reliably deliver thermal energy to the building. Ten (10) ETS are expected to be installed over a four (4) year period beginning in 2020. More details regarding scope of Services and project deliverables are outlined below.

2. SCOPE OF SERVICES

2.1 The Consultant will provide the following:

- (a) Issue sealed ETS process drawings (Piping & Instrumentation diagram);
- (b) Issue sealed ETS mechanical drawings (Pipe arrangement drawings);
- (c) Issue sealed ETS mechanical and electrical specifications;

- (d) Prepare IFT packages for each ETS;
- (e) Pre-qualification of ETS mechanical contractors;
- (f) ETS Line Lists;
- (g) Register ETS pressure piping with Technical Safety BC (TSBC);
- (h) Prepare Class A cost estimate for each project; and
- (i) Develop a plan and issue a Proposal to provide the City with tender support and construction inspection services.

ETS Projects					
#	Project File Ref.	Project Title	Project Address	Capacity (MW)	Expected Construction
1	E-17567	Lark City Center Phase 3	9620 137A St	0.5	2020
2	E-17570	PCI King George Hub Phase B	9808 King George Blvd	5.0**	2021
3	E-17573	Concord Park Phase 3	9887 Whalley Blvd	2.5	2021
4	E-17571	Rize Linea	10388 133 St	1.5	2021
5	E-17572	Anthem Georgetown	13665 102 Ave	1.5	2021
6	E-17574	Centra	13852 101 Ave	1.0	2022
7	E-17575	Townline The Holland	10158 133 St	1.0	2022
8	E-17576	Avani Centre	13586 98 Ave	1.5	2022
9	E-17577	Bosa University District Tower 2	13409 104 Ave	1.5	2022
10	E-17578	Aoyuan West Village Pad 5	10297 133A St	2.0	2022

Note:

- Project #2 (E-17570, PCI King George Hub Ph B) design will serve four separate buildings from one ETS. Four separate energy meters, control valves and sets of heat exchangers are expected – all connected to one header/service connection.
- ETS Projects are all located inside utility customer buildings at the addresses listed in the table above.
- Capacity (MW) listed for each ETS project are preliminary estimates.
- The City reserves the right, at its sole discretion, to make changes to the projects listed above based on the City’s requirements.

2.2 The Consultant will complete detailed design drawings and specifications for each ETS installation. The detailed design shall be ready to issue for tender to pre-qualified contractors.

2.3 Access Management

If required, the Consultant will complete a review of any existing restrictive covenants for access restrictions and/or reciprocal access agreements.

3. PROJECT MANAGEMENT

3.1 Overall Coordination

General

- (a) Actively and diligently progress the work, leading to timely completion of the project;
- (b) Review and update the project schedule on a monthly basis;
- (c) Schedule bi-weekly progress review meetings with the City and prepare and distribute meeting minutes. It is recommended that applications such as Skype, Lync or Teleconferencing be utilized to minimize travel time and costs;
- (d) Prepare and submit monthly invoices including progress status reports identifying previously invoiced, current invoice, total to date and projected amounts, versus budget on a task by task or project area basis. Consultant shall not exceed budget nor proceed with any scope changes without prior written approval from the City;
- (e) Coordinate with all required City Departments as required;
- (f) For design packages with multiple projects, provide a summary sheet that shows the cost distribution of the invoice amount into each project. This is required for tracking the costs incurred for each project as part of the asset accounting requirements for the Public Sector Accounting Board (“PSAB”);
- (g) Conduct site visits to ascertain features and constraints that may impact the design;
- (h) Provide conceptual design sketches, scheduling info, and other relevant project details to assist the City in their communications with adjacent property owners. Only the City will be responsible for communicating with property owners;
- (i) Apply good engineering practices/principles/standards when preparing designs and establishing estimates. Prepare designs in accordance with the City’s Design Criteria Manual; and
- (j) Provide the City with all documents (survey, AutoCAD files, model files, and reports etc.) prepared for the project without copyright restrictions.

Project Specific

- (a) ***Team Disciplines*** – It is anticipated that this project will involve the following disciplines:
 - (i) mechanical engineer;
 - (ii) electrical engineer.

This list may not be exhaustive; it is up to the Proponent to determine the appropriate team composition for this project’s specific requirements.

- (b) ***Scheduling*** – Prepare a high-level Gantt schedule and schedule a meeting with City stakeholders to review.
- (c) ***Adjacent Works*** – The City will provide the Consultant with pertinent scope, scheduling, and in-stream project design info, for all adjacent and/or overlapping land development and infrastructure projects. The Consultant will be responsible for incorporating the provided info into this project to ensure successful coordination.

4. PRELIMINARY DESIGN

Project Specific

- (a) The City will provide operating conditions (e.g. operating temperature, operating pressure, flowrate, allowable pressure drop) and peak demand capacities for each ETS. The City will also provide operating and maintenance requirements which may impact process design of ETS. The Consultant shall prepare preliminary process design based on provided information;

- (b) The City would like to pursue skid mounted ETS designs wherever feasible and cost effective. The City will provide dimensions of the doorway accessing the designated District Energy Room in each customer building, as well as any other dimension limitations. The Consultant shall prepare mechanical drawings of the ETS based on this information;
- (c) The Consultant will prepare a preliminary line list, showing line number, design pressure, design temperature, operating temperature, operating pressure, testing requirements and line specification for each line shown on Process Drawings. Additional information to be included in the line list can be proposed by the Consultant. Please note the following design conditions:
 - (i) Primary (DE side) piping design pressure = 1600 kPa
 - (ii) Primary piping design temperature = 120°C
 - (iii) Secondary (Building Mechanical System side) piping design pressure = 1600 kPa
 - (iv) Secondary piping design temperature = 120°C
 - If Building Mechanical System side design pressure is greater than 1600 kPa at ETS tie-in point, the City will notify the Consultant and the ETS Secondary side design pressure/temperatures will be changed as required.
 - The Consultant can propose and justify different secondary design conditions than listed above.

4.1 Preliminary Design Requirements

General

- (a) Advance all items from the above sections;
- (b) Prepare Preliminary Design suitable for City's review; and
- (c) Design is to follow the current version of the City's Drawing Standards and Specifications.

4.2 Preliminary Design Report

General

- (a) Advance all items from the above sections;
- (b) Prepare Preliminary Design Report suitable for City's review;
- (c) Attend a Preliminary Design Review meeting with the City. The Consultant shall not proceed to detailed design until the preliminary design report has been reviewed and accepted;
- (d) The submission of a Preliminary Design Report will include two hard copies and one digital copy of the following, as applicable:
 - (i) Commentary on key stakeholders' expectations;
 - (ii) Preliminary cost estimate;
 - (iii) Identify structures or utilities that need to be relocated;
 - (iv) Specific construction issues or proposed phasing of works; and
 - (v) All reports, modelling information, analysis, data, and studies.

5. DETAILED DESIGN

General

- (a) Advance all items from the above sections.
- (b) Provide two hard copies of the complete detailed design drawings and one digital copy for the 70%, 90% and 100% complete submissions. The table below illustrates the required information to be included in each package:

	70%	90%	100%
Piping & Instrumentation Diagrams – Detailed Process Design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Piping Arrangement Drawing – Detailed Mechanical Design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Specifications and Special Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consultant to Meet with City for Design Review	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- (c) At design completion, drawings shall be fully and completely prepared and ready for tendering, incorporating comments and reviews from the City.

6. TENDERING (OPTIONAL)

6.1 Tendering Services

General

- (a) Prepare final tender package in the City's format set out in the Instruction for Preparation of Tender and Contract Documents. During the tendering process the Consultant shall:
 - (i) Compile tender package including tender documents and signed/sealed Issued for Tender ("IFT") drawings, Schedules of Quantities, Prices and Supplementary Specifications;
 - (ii) Prepare Invitation to Tenderers and submit to City for posting;
 - (iii) Answer tender questions from Contractors;
 - (iv) Prepare the addenda, revisions and clarifications and submit to City for distribution to tenderers; and
 - (v) Provide tender evaluation and recommendation.
- (b) After award by City, prepare Contract Documents for execution and Notice to Proceed.

7. CONTRACT ADMINISTRATION AND RESIDENT FIELD SERVICES (OPTIONAL)

7.1 Pre-Construction Services

General

- (a) Act as the Contract Administrator through to project completion, per CCDC;
- (b) Arrange with the Contractor to hold a pre-construction meeting prior to the start of construction. The full scope of the contract shall be reviewed, noting any and all direction given to the Contractor. The names and phone numbers of all senior personnel shall be exchanged and recorded. Minutes of the meeting shall be sent to the contractor and to the Project Supervisor;
- (c) Coordinate tie-ins and service reconnections for City utilities; and
- (d) Complete pre-construction photograph inventory of the site with photos tagged or grouped by street/avenue and address.

7.2 Construction Services

General

- (a) The City anticipates construction of each ETS will be completed within five (5) months, during which resident field services will be required and the level of inspection effort will vary between part-time and full-time depending on the nature of the construction activities. For construction services, the Consultant should budget for 8 hours per week of mechanical resident field services;
- (b) In the event that the construction duration is extended beyond the timeline estimated in the Proposal, the City expects the Consultant to manage their budgeted hours by adjusting the level of inspection accordingly based on the complexity of the construction activity;
- (c) Should there be significant changes in the Contractor's scope, the City and Consultant may negotiate changes in the level of construction inspection that would be warranted;
- (d) Review and approve shop drawings and other submittals. A copy should be provided to the City;
- (e) Review and approve alternate methods and materials proposed by the Contractor;
- (f) Assign to the site of work a competent person or persons as the Consultant's representative and provide the following Resident Field Services:
 - (i) Visit the site to determine if the Contractor is carrying out the work in compliance with the Contract;
 - (ii) Take field measurements, observe delivery quantity/weight records and Force Account records to ascertain the quantity of work executed;
 - (iii) Record all details of construction for the preparation of As-Constructed drawings and submit the "Inspector Prints" along with the As-Constructed drawings;
 - (iv) Witness all tests required to ensure construction meets specifications and provide copies of all test and results to the City;
 - (v) Provide an electronic copy of the weekly construction inspection reports;
 - (vi) Over the course of construction draw to the prime contractor's attention things that appear to be unsafe work practices as it relates to their work and/or the work of their subcontractors, and if necessary, issue a Stop Work order to the contractor until an unsafe work practice or situation has been rectified; and
 - (vii) Perform a final inspection and prepare a Certificate of Substantial Performance complete with deficiency list and holdback estimates.
- (g) Review all invoices submitted by the Contractor, prepare Monthly Progress Certificates, and inform the City of possible delays;
- (h) Provide required Site Instructions ("SI");
 - (i) Prepare, issue, and review Change Orders ("CO"). Upon acceptance by the City, issue a CO to the Contractor. Note that the Consultant does not have authority to approve a CO without prior acceptance by the City, notwithstanding that the City's Project Supervisor is available upon short notice to provide verbal approval of small Change Orders;
 - (j) Advise on and assist with the negotiation of claims by and against the contractors to the extent called for in the contract documents;
 - (k) Arrange frequent construction progress meetings with the Contractor, sub trades, and the City, and prepare and distribute meeting minutes;
 - (l) Manage Sub-Consultants and Quality Assurance ("QA") testing agencies. For purposes of Proposal, include an allowance for QA testing;

- (m) Provide the City with dated photographs of all areas of the work that affect private property prior to commencement and at the conclusion of the work and at critical times when new underground facilities are exposed; and
- (n) Post Substantial Performance Certificate(s) on the site no later than three day from issuance, take photographs, and provide a letter with photographs of posted certificate to the City.

7.3 Post-Construction Services

General

- (a) Prepare signed and sealed As-Constructed drawings, without the addition of professional liability disclaimers, and provide them to the Project Supervisor within 30 days of Substantial Performance. The Consultant shall be fully responsible for the adequacy and accuracy of the information in respect of the work constructed and other affected installations;
- (b) Coordinating and undertaking the end of the one-year maintenance inspection with the Contractor and appropriate representatives of the City;
- (c) Process lien and deficiency holdback release payment requests;
- (d) Provide or ensure the provision of all necessary operating manuals for the works constructed;
- (e) Provide a disk or flash drive of the As-Constructed drawings, construction photos, inspection reports, and all geotechnical and environmental reports in PDF and AutoCAD file formats; and
- (f) Provide a detailed report of any private property restoration deficiencies to the City.

SCHEDULE A – 1 TIMELINES

The Consultant and Consultant's team shall be fully committed to the team members and to the project schedule. The anticipated timing for the award of this RFP is shown below.

- | | |
|---|--------------------|
| 1. Terms of Reference Issuance | April 30, 2019 |
| 2. Submit Proposal for Engineering Services | May 21, 2019 |
| 3. Appointment of Consultant | June 24, 2019 |
| 4. ETS Project 1 – 3 | |
| Submission of 50% Preliminary Design & Report | August 1, 2019 |
| Submission of 70% Detailed Design | September 1, 2019 |
| Submission of 90% Detailed Design | September 15, 2019 |
| Submission of 100% Detailed Design (IFT Drawings) | October 1, 2019 |
| Tender | January 2020 |
| Construction | Spring 2020 |
| 5. ETS Project 4 – 5 | |
| Submission of 50% Preliminary Design & Report | December 1, 2019 |
| Submission of 70% Detailed Design | December 15, 2019 |
| Submission of 90% Detailed Design | January 15, 2020 |
| Submission of 100% Detailed Design (IFT Drawings) | February 1, 2020 |
| 6. ETS Project 6 – 7 | |
| Submission of 50% Preliminary Design & Report | April 1, 2020 |
| Submission of 70% Detailed Design | May 1, 2020 |
| Submission of 90% Detailed Design | May 15, 2020 |
| Submission of 100% Detailed Design (IFT Drawings) | June 1, 2020 |
| 7. ETS Project 8 – 10 | |
| Submission of 50% Preliminary Design & Report | August 1, 2020 |
| Submission of 70% Detailed Design | September 1, 2020 |
| Submission of 90% Detailed Design | September 15, 2020 |
| Submission of 100% Detailed Design (IFT Drawings) | October 1, 2020 |
| 8. Substantial Completion | 2020 - 2023 |

Note: The above dates are estimates only. The City reserves the right to change the dates as the needs of the project dictates.

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Energy Transfer Stations – Surrey City Centre (2020-2023)

Reference No.: 1220-030-2019-031

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APPENDIX 5 – ADDITIONAL SERVICES

Energy Transfer Stations – Surrey City Centre (2020-2023)

THIS AGREEMENT is dated for reference this _____ day of _____, 201_.

AGREEMENT No.: 1220-030-2019-031

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, British Columbia, V3T 1V8, Canada
(the “**City**”)

AND:

(Insert Full Legal Name of Consultant)

(the “**Consultant**”)

WHEREAS the City wishes to engage the Consultant to provide Services in connection with

Energy Transfer Stations – Surrey City Centre (2020-2023)

THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City 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;

“**Indemnitees**” 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:

- Appendix 1 – Scope of Services;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Consultants; and
- Appendix 5 – Additional Services.

2. SERVICES

2.

2.1 Services

The City 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

The City 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 the City and the Consultant according to the rates set out in Appendix 2.

2.3 Additional Services

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. 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 the City.

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 similar to the Services, and on the understanding that the City 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 (START DATE) and terminating on (END DATE) (the “**Term**”). <<🖱️insert the term of the agreement>>

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 Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City 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 professional personnel and sub-consultants as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-consultants from the Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Consultants

If the City 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 the City, 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 the City.

3.5 Agreements with Sub-Consultants

The Consultant will preserve and protect the rights of the City 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 the City under this agreement. The Consultant will be as fully responsible to the City 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 City

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.


4.2 Independent Contractor

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City 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 properly and completely perform the Services. 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

The City will pay to the Consultant the fees as set out in Appendix 2 (the "Fees"). Payment by the City 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 the City.

Fees, Disbursements, and GST will not exceed the amount of  insert contract price in numbers > without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Consultant will submit a **monthly** invoice (the "**Invoice**") to the City 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 number;
 - (2) the Consultant's name, address and telephone number;
 - (3) the City's reference number for the Services; P.O. # **(to be advised)**
 - (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 **has/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 City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its Final Report to the City; and

- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

Name: _____
Address: _____

5.3 Disbursements

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses (“**Disbursements**”) as identified in Appendix 2 which the Consultant, and approved sub-consultants, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City.

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 the City, the Consultant will make the records available open to audit examination by the City 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 the City a waiver of regulation letter, the City 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. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Consultant make efforts to make available to the Consultant information, surveys, and reports which the City 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 the City 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 City Decisions

The City 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 the City 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 the City 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 the City and all of its elected and appointed officials, officers, employees, servants, 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 the City 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) 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 operators liability, broad form products and completed operations, owners and Consultants 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. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) 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 the City 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 the City. The Consultant will, on request from the City, provide certified copies of all of 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 the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City 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 which 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 the City may reasonably direct.

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

The City 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 the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City 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 the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

The City 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, the City may, without prejudice to any other right or remedy the City 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 the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

If the City terminates this agreement as provided by this Section, then the City 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 the City 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 the City 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 the City has any duty or obligation to 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. The City 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 the City will pay the additional costs, if any, of making alterations so as 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 the City, 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 Freedom of Information and Protection of Privacy Act

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

10.3 Return of Property

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

11. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City 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.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City 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 the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.

- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. 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 City 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 shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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 Compensations Act* and Regulations pursuant thereto.
- 12.6 The City 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 the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

- 13.1 The Consultant will obtain and maintain throughout the term of this agreement a valid City of Surrey 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 Surrey, 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. JURISDICTION AND COUNCIL NON-APPROPRIATION

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 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.

16.2 Amendment

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

16.3 Consultant Terms Rejected

In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City 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 the City.

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other should 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:

(a) The City:

City of Surrey

 insert department/division/section name>

13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: **insert contact name**>

 insert title>

Business Fax No.: **insert**>

Business Email: **insert**>

(b) The Consultant (**Contract Administrator**):

 insert name and address>

Attention: **insert contact name**>

 insert title>

Business Fax No.: **insert**>

Business Email: **insert**>

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 Signature

This agreement may be executed in 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 or PDF email transmission.

16.12 Enurement

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

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[REDACTED] INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Energy Transfer Stations – Surrey City Centre (2020-2023)

RFP Reference No.: 1220-030-2019-031

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 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 City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Technical Proposal (Services);
- Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
- Schedule C-5 – Proponent’s Financial Proposal.

3.0 **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

4.0 I/We confirm that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this **[day]** day of **[month], [year]**.

I/We have the authority to bind the Proponent.

(Legal 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)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule “B”. If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City’s sample insurance certificate form available on the City’s Website at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Consultant’s Goods and Services are subject to GST, the Consultant’s GST Number is _____; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponent's ability to differentiate themselves in completing the Services successfully, as well as opportunities for the Proponent to add significant value to the project deliverables;
- (ix) Proponents should provide information on the background and experience of all key personnel (Project Manager, Lead Designer, Contract Administrator, Inspector, etc.) proposed to undertake the Services. Include details of scope, client info, project reference number, year completed, location, etc. for (3) three projects with similar scopes to this proposed project, completed by each key personnel. Provide copies of resumes (maximum of three pages).

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

- (x) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary):

Role	Name	Forecasted Project Days/Hrs.

Sub-Consultants

- (xi) Proponents should provide the following information on the background and experience of all sub-consultants proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONSULTANTS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other); and
- (vi) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services;

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)

Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

The Proponent is to provide a detailed schedule in their Proposal for the milestones specified in Schedule A-1, and all other milestones that the Proponent deems appropriate. Please allow for a one-week review period by the City for each design review submittal. The Proponent may indicate measures and recommendations to accelerate the schedule if required by the City.

ACTIVITY (Insert Milestone Dates)	Time from Notice to Proceed in Days									
	10	20	30	40	50	60	70	80	90	100
ETS Project 1 - 3										
Substantial Completion										

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Proponents should set out in their Proposal, the proposed fee structure (excluding GST) and provide a breakdown of the budget, including a breakdown of the estimated hours to be spent by each individual on the Proponent's team and the charge out hourly rate for each individual included in their Proposal.

Hourly rates shall remain fixed for a period of (2) two calendar years from commencement date of the contract. Include a copy of all sub-consultants' proposals, if available. All costs / fees must be provided in the fee table, including field equipment (i.e., do not include such items as disbursements).

For Proposals that have multiple projects, the Proponent should provide in their Proposal a project funding distribution table allocating the Proponent's total fee (inclusive of disbursements and sub-consultants' fees, not GST) for the complete scope of work defined in Schedule A.

This is a time and materials-based engagement only; this is not a lump sum agreement. Fees paid will be for actual time worked only. The City reserves the right in its sole discretion to modify the period of performance and the anticipated number of hours per week.

The City prefers to tender as many ETS together as possible. In addition to providing pricing to prepare the four (4) tender packages listed in Schedule A-1, the Proponent is to provide separate pricing to tender all ten (10) ETS together. The Proponent also to provide separate pricing to tender two packages, each containing five (5) ETS.

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
1	ETS process drawings			
2	ETS mechanical drawings			
3	ETS Mechanical and Electrical Specifications			
4	<u>ETS Line Lists</u>			
5	<u>Registration of ETS with Technical Safety BC</u>			
6	<u>ETS Class A Cost estimate</u>			
7	Tender Support (format as described above)			
	Construction inspection support (per project, as described in Section 7)			
	Disbursements:			
Subtotal:				
GST:				
TOTAL PROPOSAL PRICE:				

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.