



REQUEST FOR PROPOSALS

Title: Architectural and Professional Design Services
Recreation, Library and Arts Centre in Clayton Heights

Reference No.: 1220-030-2014-023

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this 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 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 must submit the Proposal electronically in a single pdf file 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: July, 24, 2014

(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 to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one original unbound Proposal and one (4) copies (five (5) 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 & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

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

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered in a sealed envelope to the location set out in section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3.

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
E-mail: purchasing@surrey.ca
Reference: 1220-030-2014-023

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 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. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

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 Submission 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:

- (a) Experience, Reputation and Resources**
The Evaluation Team will consider the Proponent's responses to items (i) to (x) in Schedule C-2.
- (b) Technical**
The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (v) in Schedule C-3.
- (c) Financial**
The Evaluation Team will consider the Proponent's response to Schedule C-5.
- (d) 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 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 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.

SCHEDULE A SCOPE OF SERVICES

1. GENERAL

The City of Surrey, invites Request For Proposals (RFP) to provide comprehensive architectural and professional design services including construction administration, hand over and closeout of a recreation, library and arts centre in the Clayton Heights neighbourhood in Surrey, BC.

The Services shall include but not limited to all aspects of Architectural, Building Engineering, Topographical site and tree surveying, Civil Site and Off-site Engineering, Code and Certified Professional, Value Engineering and Life-Cycle Analysis, Costing, Energy Modeling, Building Envelope, Landscaping, and possible LEED Certification and Traffic Planning consultancy services throughout the life time of the project – from the pre-design phase through conceptual/schematic and design development, tendering and construction administration to completion, handover and closeout of the project. Legal Surveying and Geotechnical services would be engaged directly by the City.

2. BACKGROUND

In consideration of the growth that has occurred in the East Clayton area and the growth that is expected over the next few years in the West Clayton area, the planning and design of the first phase of a combined Clayton Heights recreation, library and arts centre has been approved. The building's initial phase would likely include a full gymnasium and fitness centre and may include a neighbourhood library. An Arts component may also be included in the facility, with it particular focus as may be determined upon initial study undertaken as part of this design service. Options will be developed for inclusion of all components or various combinations. Options will develop costs with inclusion or exclusion of the components and get direction and approval from Mayor & Council for what to include in construction. If any component or components desired for the project can not be included in the first phase of construction, then the design will consider the addition of the other components over time.

3. PROJECT GOAL

The goal of the project is divided into phases. Phase 1: to engage the neighbourhood and local public in an Arts & Cultural Service study to determine the need for an Arts component in the development. Phase 2: to develop programming and concept documents together with early cost estimates to facilitate a Capital Project budgeting process. Phase 3: to complete the detailed design and documentation required for the solicitation of construction management and construction contract tender package(s) on an approved option. The City intends to hire a Construction Management firm to provide design-assist services and to develop and coordinate the procurement of construction contracts. Assume more than one phase of tendering. Phase 3 also includes the balance of professional services for construction administration, closeout and warranty.

The City's intention is to continue consulting services through the subsequent project phases, subject to the successful result of Phases 1 and 2.

Schedule milestone are as follows:

Task Description	Date
Close RFP	July 24, 2014
Interviews/Presentations by selected proponents	August 14-19, 2014
Contract Award	Late August 2014
Phase 1 Area Study for Arts & Cultural Services	Fall 2014
Phase 2 Planning Services (Programming & Concept Design)	Winter 2014
Concept review with Mayor & Council	December 2014 and January 2015
<i>Assuming Capital Project Budget Approval</i>	<i>January 2015</i>
<i>Phase 3 Design Services</i>	<i>Spring to Summer 2015</i>
<i>Hire Construction Manager</i>	<i>Summer 2015</i>
<i>Procurement</i>	<i>Fall 2015</i>
<i>Construction start</i>	<i>Fall/Winter 2015-2016</i>

4. DESIGN VISION

Design and build a new Clayton Heights recreation, library and arts centre that will include the successful marriage of Recreation, Arts and Library services in a shared facility. The front of house will be designed as an active people place, with opportunity to gather, lounge and mix ahead of functional control points. The building will be energy efficient and environmentally sensitive, using cost-effective infrastructure. CPTED practices will enhance security and maintain a simple building envelope. The building design should consider the City Sustainability Charter, Wood First Policy, Surrey Parks Recreation & Culture Strategic Plan, Surrey Libraries Strategic Plan, and support the following statements.

- ✓ Surrey places a high value on a healthy, active lifestyle and encourages residents of all ages to maintain and enhance their well-being and independence through a lifestyle that embraces physical activity and active living.
- ✓ Surrey Libraries vision is "Where the power of knowledge inspires people to build a better future". We open doors to lifelong learning, information and ideas.
- ✓ Mobilize Surrey's arts and heritage resources, to enhance urbanization to achieve a dynamic, sustainable and socially cohesive City with an enviable quality of life.

APPROACH

- Implement a fully integrated design approach that engages people, systems, business structures and practices that collaboratively harness the talents and insights of all project team and stakeholders to optimize the project's results, increase value to the City and community, reduce waste, and maximize efficiency through all phases of design, fabrication and construction;
- Engage key stakeholders in the early stages of the design to ensure effectiveness of decision making;
- Establish open, direct, and transparent communication among all stakeholders;
- Utilize effective public communications such as the internet and social media to interact with the community and experts to ensure their engagement in the design process;
- Maintain direct relationship between the design and quantity surveyor/construction manager to determine and manage project costs through clear, open and continual feedback;
- Establish well defined design methodology, processes and procedures, and lines of communication required to ensure delivering an outstanding design;
- Establish and implement quality control and quality assurance procedures and measures to ensure compliance with the design and ultimately improve the designs results;
- Assign a quality control coordinator/manager to ensure compliance with the established design processes and procedures;
- Assign a dedicated professional to act as the design coordinator for the whole project, coordinating and working closely with all consultants and stakeholders to ensure delivery of well-coordinated and comprehensive design documentation;
- Coordinate regular design update meetings as required and as directed by the management committee;
- Incorporate the City's standards with respect to IT, security and access controls, signage, and landscaping;
- Ensure City of Surrey, provincial, federal codes and regulations are met;
- In addition to compliance with the applicable building codes and energy standards incorporate and comply with the following standards to ensure delivering a leading edge design;
 - a. City of Surrey Sustainability Charter (Refer to the City of Surrey Website);
 - b. City of Surrey Wood First Policy (Refer to Appendix 2).

- c. Inclusive design meeting or exceeding the current Building Access Handbook. Please refer to the attached Audit Training Manual and Checklists for the City's Parks, Recreation and Culture accessibility assessments.

5. DESIGN CONSIDERATIONS

- Uniqueness;
- Affordability;
- Adaptability;
- Inclusiveness;
- Durability;
- Energy efficiency;
- Minimum impact on the environment;
- Life-cycle approach (high-quality products that maximize Owner's return on investment);
- CPTED (Crime Prevention through Environmental Design) principles;
- Establish efficient circulation for users; and
- Added City of Surrey recommendations for Accessibility and universal design beyond the Building Access Handbook.

7. OBJECTIVES

The project will be developed with ongoing input from a staff project team, possibly with the assistance of a project management firm during or subsequent to Phase 2. This project team will oversee the work of the consulting team implementing the project. The successful Proponent will assist the City's Civic Facilities Division (Owner) in achieving the following objectives:

Area Study for Arts & Cultural Services (Phase 1)

1. Develop a timely and interactive broad arts study to understand the diverse needs and priorities for arts services that may exist within the Cloverdale community at large, as well as with a focus on Clayton Heights, and as organizers commit to documenting these interests in a quantifiable and usable form for further facility design development;
2. Communication between the City and Community Groups should be timely, all inclusive, responsive, transparent, collaborative, and provide opportunities for the engagement of the Community Groups and the Community at large at all phases via many communication modes;
3. Facilitate due public process, accessible to all members of the community via many communication modes that will encourage the equal involvement of all Community Groups who wish to be heard and will acknowledge the inherent value of all participant views;
4. Recognize and understand the diverse needs and priorities that exist within the community groups, and as partners commit to balancing these with the interests of the design team;
5. In addition to public consultation, utilize CitySpeaks for survey, discussions, quick polls and brainstorming;

6. Investigate current plans and programs in the area, plus potential collaboration and partnerships (i.e.: with local schools, Surrey Little Theatre, Kwantlen Polytechnic University, Arts Umbrella, music and dance schools, local arts organizations, etc.).
7. Prepare a report summarizing study methods and findings, complete with advocated conclusions.
8. Provide a basis of evaluation criteria for stakeholder assessment.

Programming/Concept Design Phase (Phase 2)

1. Familiarize itself with the project's background, departmental procedures and site characteristics;
2. Execute a general site survey for the subject properties, to enable concept development for the extent of works (both project sites and offsite servicing);
3. Review City Sustainability Charter and report on general constraints and opportunities related to the project;
4. Attend and record meetings and coordinate with required consultants;
5. Meet with stakeholder groups including City of Surrey Recreation Division, Arts and Cultural Services Division, and Libraries group, plus any external stakeholders;
6. Consider a tour of public facilities that would assist in developing ideas from the key stakeholders.
7. Conduct one public consultation meeting (coordinate & hold public open house meeting in consultation with the project team);
8. Prepare a Functional Programming document to summarize an iterative process;
9. Review City Sustainability Charter and report on general constraints and opportunities related to the project;
10. Prepare a Concept Design Report to illustrate the scale and character of the Project Options (maximum of four options) and how the parts of the Project functionally relate to each other as listed below:
 - a. Site plan;
 - b. Spatial relationship diagrams and initial floor plans;
 - c. Massing study (sections/elevations);
 - d. Preliminary Costing for each option.
11. Obtain approval from the Owner on the design concept and budget prior to proceeding to next phase.

A. Schematic Design Phase (Phase 3a)

1. Re-familiarize with the project's background, departmental procedures, programming, budget and site characteristics;
2. Validate and further detail the project program and construction budget in relation to the project team's requirements and desires;
3. Review applicable statutes, regulations, codes and by-laws and ensure understanding of the requirements of authorities having jurisdiction including the City's regulatory departments;
4. Build upon the existing information available including executing a professional site survey to the extent of works (both project site and offsite servicing). The City will

engage a professional legal surveyor for the property surveys and to spot check the topographical survey for accuracy;

5. Coordinate with Geotechnical Engineer assigned by the City.
6. Attend and record meetings and coordinate with required consultants;
7. Based on the mutually agreed upon program of requirements, schedule and Construction Budget, prepare for the Owner's review and approval, Schematic Design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other as listed below;
 - a. Site plan;
 - b. Spatial relationship diagrams;
 - c. Principal floor plans;
 - d. Building sections;
 - e. Elevations;
 - f. Project scope of work brief detailing areas, building systems and early specifications to describe the size and character of the project including the architectural, civil, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate;
8. Present schematic design documents (maximum of two options) to project team;
9. Provide probable construction cost information for design option(s); and
10. Obtain approval from the Owner on the design concept and budget for the preferred design option prior to proceeding to next stage.
11. Coordinate & hold public open house meeting in consultation with the project team;

B. Design Development Phase (Phase 3b)

1. Attend preliminary meetings with the City's Planning & Engineering Departments;
2. Coordinate the 30%, 60% and 90% design review meetings with the project team and the consultant team;
3. Control and coordinate design drawings with the consultant team as required;
4. Incorporate CPTED principles on the overall site and facilities;
5. Prepare for the Owner's review and approval, Design Development documents consisting of drawings and other documents for the project, as listed below:
 - a. Site plan;
 - b. Plans;
 - c. Elevations;
 - d. Sections;
 - e. Outline specifications by standard section including the architectural, civil, landscape, structural, mechanical, and electrical discipline scope;
 - f. Updated statement of probable construction cost detailing all variances from previous estimates including life cycle analysis at 50% and 95% stages;
 - g. Coordinate with the project/construction manager and get Owner approval before proceeding to next activities;
6. Further review of City's Sustainability Charter and report on specific project impacts and benefits including preparation of energy modeling. Presentation of potential energy and/or carbon saving initiatives with projected cost savings and carbon savings for the Project team review and selection;

7. Prepare context, architectural and landscape plans and modelling as required for Advisory Design Panel (ADP) submission requirements, and process submission through the ADP process;
8. Prepare submissions for other permitting related to the development permit and building permit, including but not limited to completion of Surrey Sustainable Development Checklist (SDC), Erosion and Sediment Control, Arborist report and tree protection, Health Act requirements, etc.;
9. Prepare development permit submission, review with City's Planning & Development Department and present to a City Council Meeting to stage of successful approval;
10. Identify long-lead items and coordinate with Construction Manager to strategize procurement
11. Prepare detailed construction drawings and specifications leading to issuance of a Building Permit; and
12. Obtain approval from the Owner on the design development and budget for the this stage prior to proceeding to next stage.

C. Construction Document and Procurement Phase (Phase 3c)

1. Prepare for the Owner's review and approval, construction documents including specifications and drawings setting forth in detail the requirements for construction of the project;
2. Using the City's standard procurement documents, prepare draft documents and review with the City's Purchasing Section to ensure their requirements are met in time for scheduled procurement start date;
3. Acquire Building Permit (BP) in coordination with the certified professional (CP);
4. Review all necessary permitting requirements and with the Project and Construction Managers and assist the Owner in achieving all permits and licences necessary for the project;
5. Provide an updated statement of probable construction cost detailing all variances from previous estimates at 50% and 95% stage. Coordinate with the project/construction manager and get Owner approval before proceeding to procurement;
6. Participate in pre-qualifications of construction team (if applicable);
7. Coordinate services of other Consultants as applicable, and jointly with the Project and Construction Managers for all other Consultants.
8. In coordination with the Project and Construction Managers:
 - a. assist and advise the Client in obtaining bids or negotiated proposals;
 - b. prepare and coordinate addenda as applicable;
 - c. analyze proposals; and,
 - d. participate in evaluation of submissions and selection of construction team.

D. Construction and Contract Administration Phase (Phase 3d)

1. Manage the construction process including general review and field services according to the AIBC guidelines and City Building Section requirements, including but not limited to:

- a. Attend and participate in construction site meetings (recording or at minimum pre-release review of meeting minutes will be required);
 - b. Conduct field reviews to ensure compliance with the Construction Documents and applicable Codes;
 - c. Issuance of direction from the Owner to the construction team;
 - d. Review of submittals for shop drawings, product data, and samples;
 - e. Review and processing of changes;
 - f. Interpret the contract documents and review any disputes;
 - g. Review of works and issuance of required letters of assurance to the City;
 - h. Coordinate with PM and Commissioning Authority for commissioning meetings and the implementation of the Commissioning Plan;
 - i. Review of Operations and Maintenance manuals and materials prior to issuance to the Owner, including warranties and as constructed drawings, and coordination with the Project Manager to ensure all required Owner submissions are completed prior to final payment certification; and
 - j. Review of project works prior to the expiry of construction warranty & maintenance period
2. Complete all certificates of completion and notices of certification of completion in accordance with the Builder's Lien Act;
 3. Be the payment certifier according to the Contract with the construction team, certifying regular payments, substantial performance, and final completion of the project;
 4. Submit a final project report with all relevant documentation including commissioning of the building; and
 5. Prepare record drawings based on contractor's submitted as-builts.

8. PROJECT DELIVERABLES

Deliverables are those expected in accordance with best practices for a project architect. The Preferred Proponent is expected to deliver at least the following elements:

- Regular meetings (minimum bi-weekly) with the City and Project Team, including coordinating agendas and preparation/distribution of minutes;
- Meetings as needed with the City's Engineering, Planning & Development, and other regulatory Departments who are separate from the Project Team;
- Public, neighbourhood and stakeholder consultation to determine need for and type of arts services that may be required as part of the new Community Centre.
- Final Arts & Cultural Services Study document (Phase 1);
- Public, neighbourhood and stakeholder consultation to ensure the project continues to meet community objectives; two open houses are likely required as design progresses (Phase 2). Two public open houses to be included in the base project fee, and additional open house, if required, will be paid on a fixed fee basis;
- Functional Programming document;
- Concept Design Report with preliminary magnitude of cost;

- Schematic Design documents, including project scope brief and costing;
- Review of options under the City's Wood First Policy, with options outlined to their architectural and cost impacts;
- Review of City's Sustainability Charter and report on specific project impacts and benefits. Presentation of potential energy and/or carbon saving initiatives with projected cost savings and carbon savings (using the City Sustainability Office factors for carbon calculations from gas or electricity savings). For any options chosen by the City to pursue, further analysis and reporting on the savings at both the pre-tender and post-construction stages;
- Design Development documents, including outline specifications;
- Provide costing updates at 50% and 95% Design Development stage;
- Submit and receive approvals for all applicable plans, including rezoning (if required), development permit, servicing agreements and permits by the City's Engineering and Planning & Development Departments and by all relevant outside agencies;
- 3-Dimensional modelling presentation materials, or suitable presentation model.
- Present to Council, Advisory Design Panel, and other City boards and committees as required to disseminate information about the Project and secure its approval;
- Prepare preliminary and detailed cost estimates at conceptual, schematic and 50% detailed design stages with additional cost control estimates if project budget is exceeded. Provide a pre-tender cost estimate (95%) and cost review post-tender with recommendations. During schematic or early design development, present lifecycle cost estimate for capital renewal and maintenance of facility that will inform options for detailed design decisions;
- Life-cycle technical reports for selected main systems complete with options;
- Detailed construction drawings and specifications;
- Building permit application;
- Construction solicitation documents;
- Review input on pre-qualification of contractors;
- Addenda as necessary during construction services solicitation period;
- Assisting the City until successful contract award;
- Quality assurance, site visits and change orders during construction;
- Commissioning; and
- Project report and turn over as-built drawings, record documents and Operation & Maintenance manuals in accordance with Appendix 3 – Project Completion Deliverables.

9. REPORTS

Written and graphic documentation is to be provided in paper, electronic format and standardized Microsoft Office format, including text, spreadsheets, graphs, slides used in presentations, etc. The Proponent is to have the ability to communicate with City staff through the internet and the ability to exchange information through an FTP site. Storyboards and video will be provided in a format clearly explained in the Proponent's future proposal. With the exception of material expressly protected by copyright, any information submitted to the project team becomes the property of the City.

10. PROJECT DETAILS

In consideration of the growth that has occurred in the East Clayton area and the growth that is expected over the next few years in the West Clayton area, the planning and design of the first phase of a combined Clayton Heights recreation, library and arts centre has been approved.

Surrey Community Recreational Services vision for the facility includes:

The centre would provide an eco-friendly state-of-the art recreation facility that offers programs for all ages, all cultures and all fitness levels. The facility will offer registered and drop-in programs for early years, preschool, children, youth, adult and seniors. The centre will include a welcoming community space, full dividable and multi-purpose gymnasiums, weight room and fitness studio, multipurpose spaces (for Community Lounge, Dance Studio and Youth) that are flexible and can expand/contract depending on programming, childcare and preschool rooms. Accessibility will be a focus for all spaces, with particular attention paid to changeroom facilities. Consideration of youth programming will include ensuring good connection between the building and the adjacent youth park.

Surrey Libraries vision for the facility is as follows:

The library will be a vibrant, lively community gathering space. At 25,000 square feet, 80% of the space will be dedicated to public areas. Public areas will include a large children's section with ample space for parents & children to play & learn together, a teen area, a 'living room' for the community to lounge and read, a Computer Learning Centre which could also serve as a digital design lab or 'maker space', a large meeting room with basic kitchen facilities, a mid-sized meeting room, 2 small group study rooms and a silent study area. 30% of floor space will be dedicated to shelving collections which are reflective of the community's needs. Staff and back-of house areas will be at 20% of the total square footage and include a large workroom with an automated RFID sorting system for processing book returns, offices and a staff lounge. The complex should feature a café equally accessible to both library and rec. centre patrons.

Surrey Cultural Services understands as a result of the Surrey Cultural Plan that there is a need for more arts and cultural services in the Town Centres. The needs of Cloverdale Town Centre and Clayton Heights in particular have not been fully investigated and defined.

Outcomes of Phase 1 will determine the need and scope of an Arts component within the new facility.

Contemplated project sites include: 18680 - 72 Avenue in Surrey, plus 18608 and 18714 - 72 Avenue.

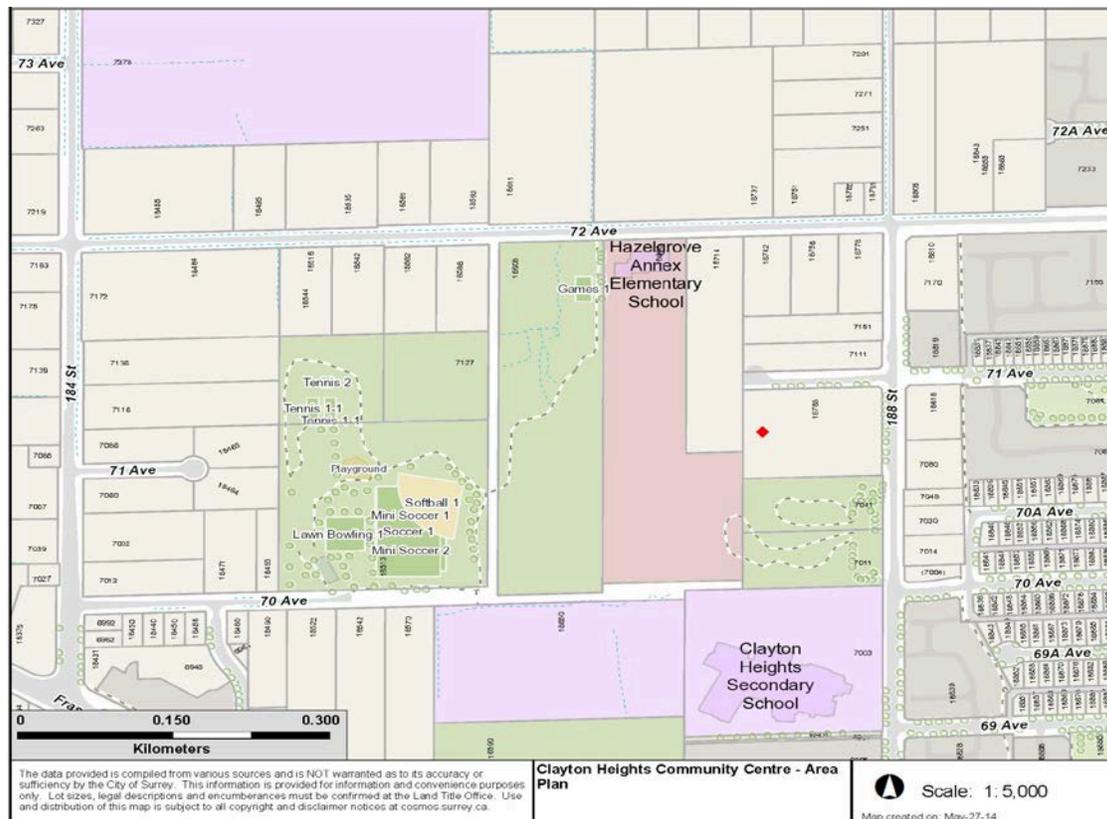
A Youth Park may also be included on or adjacent to the site, in addition to on and off-site servicing, parking and landscaping.

It may be necessary to develop the Building to be constructed in phases, advancing the most critical program components as the first of two or more construction phases, in a cost-effective manner.

The building will meet the City's goals under our Sustainability Charter, Wood First Policy, and Accessibility initiatives. The facility shall be known as an inclusive and universally accessible facility that combines recreation, fitness, the arts and library services to create a better community.

Due to the unknown scope of construction, proposals should include details on how the fees for future consulting work beyond Phase 2 will be calculated. All fees will be considered in evaluation of the proposals but only Phase 1-2 will be awarded until Mayor & Council approve a preferred option, which is anticipated in early 2015.

A. Clayton Heights Community Centre – Area Plan



11. APPENDICES

Appendices 1 - 5 shall be considered in the design and delivery of the project:

- (a) Appendix 1 City of Surrey Sustainability Charter
(http://www.surrey.ca/files/Sustainability_Charter.pdf);
- (b) Appendix 2 City of Surrey Wood First Policy for City-Funded Capital Projects
(<http://www.jtst.gov.bc.ca/woodfirst/files/SurreyWoodFirstResolution.pdf>).
- (c) Appendix 3 Civic Facility Project Completion Deliverables.
(see next page)
- (d) Appendix 4 City of Surrey Parks, Recreation & Culture Strategic Plan
(<http://www.surrey.ca/files/surreyfinalstrategicplanreport.pdf>)
- (e) Appendix 5 Surrey Libraries Strategic Plan
(<http://www.surreylibraries.ca/files/SurreyLibrariesStrategicPlan.pdf>)
- (f) Appendix 6 Surrey Cultural Plan
(http://www.surrey.ca/files/Surreys_Cultural_Plan2012_Cultural_Plan.pdf)
- (g)* Appendix 7 DCT Accessibility Standards – Audit Training Manual
FTP Site; <ftp://ftp.surrey.ca>
- (h)* Appendix 8 DCT Accessibility Standards - Checklists
FTP Site; <ftp://ftp.surrey.ca>

* To view/print Appendix 7 and Appendix 8 :

In the URL, or address field at the top, enter the following address: <ftp://ftp.surrey.ca> and hit “enter”.

Enter “pur” as the User Name, “welcome” as the password and then click “Log On”

<ftp://ftp.surrey.ca>

Log on: pur

Password: welcome

Folder: 1220-030-2014-023

To view this FTP site in Windows Explorer, click **Page**, and then open **FTP Site in Windows Explorer**.

Appendix 3 - Project Completion Deliverables

Project Name: _____

Project Address: _____

Date: _____

End of Project Walk-through: _____

End of Project Walk-through: _____

City Representative: _____

Contractor/Contractor Rep: _____

Department: _____

Company Name: _____

Contact phone number: _____

Contact phone number: _____

Fax number: _____

Fax number: _____

A. BUILDING PERMITS – CLOSED OUT

- Architectural
- Electrical
- Mechanical / Plumbing
- Structural
- Other

B. O&M MANUALS RECEIVED

**Shop Drawings to be included in O&M Manuals*

Architectural

- 1 Electronic (PDF) file
- 2 Hardcopies

Electrical

- 1 Electronic (PDF) file
- 2 Hardcopies

Mechanical

- 1 Electronic (PDF) file
- 2 Hardcopies

Other(s)

- 1 Electronic (PDF) file
- 2 Hardcopies

C. PROJECT CLOSE-OUT

- Project Summary Report*
- Substantial Completions*
- Deficiencies List*
- Transfer of Utilities (Hydro/Teresan)*
Notify City of Surrey (604-591-4804)
- Asset Inventory Forms including HVAC*
- TCA Cost Summary Finance, & Warranty*
Information sheets & Project summary
with graphics
- Final Occupancy Certification*
- All documentation/correspondence*
pertaining to the project (File Share Device)

E. AS-BUILT DRAWING SUBMITTALS

Architectural

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Civil

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Electrical

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Fire Protection

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Landscaping

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Mechanical / Plumbing

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Structural

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

Other: _____

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

D. FALL PROTECTION / RESTRAINT SYSTEM

- Complete
- Wall plaques displayed as required
- 1 (PDF) containing the Fall Protection Safety System

F. FIRE SAFETY PLAN

- Complete
- Wall plaques displayed throughout facility
- 1 Electronic (PDF) file of the fire safety plan
- 2 paper copies of the fire safety plan

Signed:

City Representative

Contractor Representative

Internal Representative

Fire Chief/ Representative

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Architectural and Professional Design Services
Recreation, Library and Arts Centre in Clayton Heights

Reference No.: 1220-030-2014-023

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APPENDIX 1 – SCOPE OF SERVICES

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APPENDIX 5 – ADDITIONAL SERVICES

**Title: Architectural and Professional Design Services
Recreation, Library and Arts Centre in Clayton Heights**

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

AGREEMENT No.: 1220-030-2014-023

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., Canada V3T 1V8
(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

**Architectural and Professional Design Services
Clayton Heights Community Recreation Centre**

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

2.1 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**").

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 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;
 - (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;
 - (f) the City shall not be liable for interest or overdue charges on any invoice; and
 - (g) Payments to Consultant can be made through Electronic Funds Transfer (EFT), directly into the Consultant's bank account. An EFT application form will be provided to the successful Consultant for completion.

Submit Invoices by Email:

If the Consultant chooses to submit by email, the Consultant must submit the Invoice(s) electronically in a single pdf file (2Mb Maximum) to the City by email at: surreyinvoices@surrey.ca

Submit Invoices by Hard Copy:

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 overhead 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 liability insurance in an amount not less than 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; 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 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 Services. 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 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. The qualified coordinator is:

Name: <☒> **insert name of qualified coordinator**
Contact No. <☒> **insert telephone number**

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 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 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 for 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 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:

(a) The City:

City of Surrey
 insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: **insert City contact name**>
 insert title>

Fax No.: insert>

Email: insert>

(b) The Consultant (Contract Administrator):

 insert name and address>

Attention: insert City contact name>

 insert title>

Fax No.: insert>

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.

[OPTIONAL – SPECIAL CONDITIONS]

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)

(Print Name and Position of Authorized Signatory)

[ INSERT 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(s).)

APPENDIX 1 – SPECIFICATIONS OF GOODS AND 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: Architectural and Professional Design Services
Recreation, Library and Arts Centre in Clayton Heights

RFP Reference No.: 1220-030-2014-023

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: Richard D. Opellet, Purchasing Manager

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

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 Contract 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 [Consultants Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Proponent's Services are subject to GST, the Proponent's GST Number is _____; and
- f) If the Proponent 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. Provide contact information and names of corporate clients (government preferred). Proponent is currently supplying same or similar Services to:

- (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) A workplan that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required project objectives within the City's schedule;
- (ix) A description of the quality assurance standards to be met by the Proponent in providing the Services.
- (x) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Sub-Consultants

- (x) 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. Further, note additional work tasks that you view as being important to this project that have not been specifically described in Schedule A – Scope of Services;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a list of the significant 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);

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Proponents should set out in their Proposals, 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 consultant team and the charge out hourly rate for each individual included in their Proposal.

The Fee structure should be tabulated in a spreadsheet format with each task itemized including hourly rates, break out costs as specified for the project and all deliverables, and fees for anything the Proponent would consider additional work. Sub-consultant fees and disbursements are also to be itemized.

Schedule of Rates:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	TOTAL PROPOSAL PRICE (excluding taxes) :			

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.

RDO Modified: March 19, 2014
 SEPTEMBER 10, 2009
[http://infoshare.surrey.ca/livelinkdav/nodes/574209/tpl_rfp_professional_services_with_psa_agreement_\(consultant_services\).doc](http://infoshare.surrey.ca/livelinkdav/nodes/574209/tpl_rfp_professional_services_with_psa_agreement_(consultant_services).doc)
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