



REQUEST FOR PROPOSALS

Title: RCMP EXPANSION - FORMER CITY HALL

Reference No.: 1220-030-2015-024

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, 03, 2015

(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 four (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

on or before the Closing Time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-030-2015-024

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 (xii) in Schedule C-2.
- (b) Technical**
The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (vi) 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 Contracts 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:
 - (.1) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (.2) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (.3) 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/interior design and engineering design services including construction administration, hand over and closeout for the RCMP Expansion into the former City Hall at 14245 - 56 Avenue in Surrey, BC and for the additional minor improvements required within the RCMP Main Detachment at 14355 - 57 Avenue in Surrey BC.

The Services shall include but not be limited to all aspects of Architectural/Interiors, Mechanical and Electrical Engineering consultancies, including Code compliance, QS Costing, Value Engineering and Life-Cycle Analysis services for the full extent of the project – from pre-design & study concepts through schematic design, design development, construction documentation and tendering, to construction administration, completion, handover and closeout phases of the project.

A former City Hall South Tower building structural assessment, relative to seismic performance is also to form an early part of the Services.

2. BACKGROUND

As part of the City's Capital Program, design and construction of a base-building and tenant improvement upgrade is planned to expand the surrey RCMP Detachment services as necessary to accommodate the committed increase in policing to Surrey residents. Funding is available now for implementation to commence with work as soon as possible, envisaging a Project Completion before September 2016.

3. PROJECT GOAL

The goal of the project is to functionally program and develop layout and concept plans, detailed drawings and specifications required for the RCMP's expansion into former City Hall and into the vacated areas remaining in the existing RCMP Headquarters Main Detachment.

The existing City Hall South Tower building is to be assessed for reporting on the structural integrity and anticipated performance in a seismic event.

South Tower Mechanical HVAC system assessment is required for upgrade.

City Hall electrical capacities and other existing electrical systems are to be assessed for re-use and upgrade as part of the improvements. Existing alternate power service is to be assessed for potential re-use and upgrade for post-disaster first response operations.

The proposed delivery schedule is considered the maximum time frame to accommodate user needs. Improvements on schedule will benefit the project and be considered as part of the evaluation criteria for RFP award. Advancing early work packages (i.e.: demolition

and abatement) will be considered. Suggested latest schedule milestone dates are as follows:

Task Description	Date
Close RFP	July 3, 2015
Interviews/Presentations by selected proponents	July 7 - 14, 2015
Contract Award	July 27 - 31, 2015
Design	August to December 2015
Submit for Building Permit	November, 2015
Tender	January, 2016
Construction Start	February, 2016
Construction Completion	August, 2016

Note that some of the above dates may change subject to availability and as the needs of the project dictate.

4. DESIGN VISION

Design and build a functional and well received expansion to the Surrey RCMP Detachment facilities that adequately accommodates supplementary officers and administration staff, allowing for current anticipated department growth to the year of 2024. Improve the base-building conditions and specifically HVAC systems to suit new tenant improvements. Re-implement, retrofit and add to the existing electrical systems as possible.

5. APPROACH

- Implement a fully integrated design approach that integrates 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, increasing value to the City and community, applying adaptive re-use and maximizing efficiency through all phases of design, fabrication and construction;
- Expedite project timelines to meet or exceed project schedule milestones. The RCMP is committed and ready to expand their operational staff as soon as possible.
- Create a collaborative and resourceful environment through a free exchange of ideas, thoughts, information and data amongst key stakeholders and project team;
- Work closely with key stakeholders and the project team to develop and define the project goals and functional objectives in the early stages of design;
- Engage key stakeholders in all stages of design to ensure effectiveness of decision making;

- Establish open, direct, and transparent communication among all stakeholders;
- Maximize functionality, generality and interoperability;
- Control improvement costs and budget, re-using systems and materials where possible;
- Maintain direct relationship between the design and quantity surveyor to determine and manage project cost through open and continual feedback amongst the project team and key stakeholders;
- Establish well defined design methodology, processes and procedures, and lines of communication required to ensure delivering an effective and pleasing design;
- Establish and implement quality control and quality assurance procedures and measures to ensure compliance with the objectives and design requirements in order to achieve best possible 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 delivering a well-coordinated and comprehensive design;
- Coordinate regular design update meetings as required and as directed by the management committee;
- Ensure City of Surrey, provincial, federal codes and regulations are met;
- Incorporate City & RCMP standards with respect to IT, security and access control, and signage;
- In addition to compliance with the applicable building codes and energy standards, review possible improvements to comply with the following standards to ensure delivery of current design;
 - a. City of Surrey Sustainability Charter (Refer to Appendix 1);
 - b. City of Surrey – Accessibility Standards Audit Training Manual & Checklists (Refer to Appendices 3 & 4).

6. DESIGN CONSIDERATIONS

- Flexible and integrative options to accommodate future development and change across detachments;
- Affordability;
- Adaptability;
- Durability;
- Energy efficiency;

- Minimize impact on the environment;
- Life-cycle approach (high-quality products that maximize the City's return on investment);
- Efficient user circulation; and
- Accessibility and universal/inclusive design.

7. OBJECTIVES

The project will be developed with ongoing input from a staff project team (potentially with the assistance of a project management firm). The project team will oversee the work of the consulting team implementing the project design. The successful Proponent will assist the City in achieving the following objectives:

A. Schematic Design Phase

1. Familiarize itself with the existing building and site, project's background, departmental procedures, programming and interoperability;
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 further site survey and assessment to the extent of works;
5. Review City Sustainability Charter and report on general constraints and opportunities related to the project;
6. Attend initial meetings and coordinate with required consultants;
7. Meet with stakeholder groups including Civic Facilities and various RCMP groups;
8. Based on the mutually agreed upon program of requirements, schedule and Construction Budget, prepare for the City's review and approval, schematic design documents to illustrate the layout and character of the Project and how the parts of the Project functionally relate to each other as listed below;
 - a. Site requirements and parking plan;
 - b. Spatial relationship diagrams;
 - c. Function area key plans and departmental/unit floor plans;
 - d. Outline specifications;
9. Present schematic design documents (maximum of two options per functional area) to project team and various RCMP unit managers;
10. Coordinate with the project manager to provide probable construction cost information for design options based on current local costing data and proposed options, economies, relative complexity, quality and building area; and
11. Obtain approval from the City on the design concept and budget for the preferred design option prior to proceeding to next phase

B. Design Development Phase

1. Attend preliminary meetings with the City's Planning & Engineering Departments;
2. Coordinate 30%, 60% and 90% design reviews and meetings with the project team;
3. Control and coordinate design drawings with the consultant team as required;
4. Consider CPTED principles on the overall site and facilities;
5. Prepare for the City's review and approval, design development documents consisting of drawings and other documents for the project, as listed below:
 - a. Site plan;
 - b. Functional area key plans;
 - c. Departmental floor plans;
 - d. Interior Elevations;
 - e. Detail sections;
 - f. Materials and finish samples;
 - g. Project brief detailing area calculations, building systems and outline specifications to describe the size and character of the functional program parts, including the architectural, mechanical, and electrical systems, materials and such other elements as may be appropriate;
 - h. Updated assessment of probable construction cost detailing all variances and systems economies from previous estimates including life cycle analysis;
 - i. Coordinate with the project manager and get the City's approval before proceeding to next activities;
6. Further review of City's Sustainability Charter and report on specific project impacts and benefits including relevant energy modelling. Presentation of potential energy saving initiatives with projected cost savings for the Project team review and selection;
7. Prepare context and detailed plans plus 3-D modelling as necessary for project team reference, interdepartmental unit and upper management reviews. Development Permit or Advisory Design Panel (ADP) submissions if required;
8. Prepare submissions for Building Permit including but not limited to completion of Surrey Sustainable Development Checklist (SDC), Health Act requirements, etc.
9. If required for exterior program, prepare development permit and Advisory Design Panel (ADP) program needs and review with City's Planning & Development Department to stage of successful approval;
10. Ensure the design and construction allows for the continued operation of the existing tenancies within former City Hall with minimal requirement for shutdowns;
11. Evaluate potential economies and reliability of existing systems retrofit, compared to replacement.
12. Identify long lead items and coordinate with project and construction managers to strategize procurement; and
13. Prepare detailed construction drawings and specifications leading to issuance of a building permit.

C. Construction Document and Procurement Phase

1. Prepare for the City'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 a code consultant or certified professional (CP) if appropriate;
4. Review all necessary permitting requirements and with the project manager, assist the City 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. Lead value engineering to meet budget.
6. Coordinate with the project manager and get the City's approval before proceeding to procurement;
7. Advance an early works tender package if needed to improve schedule.
8. Participate in pre-qualification review of construction team (if applicable);
9. Coordinate services of other Consultants as applicable, and jointly with those other Consultants, and coordinating with the Project Manager shall:
 - 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

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;
 - b. Conduct field reviews to ensure compliance with the Construction Documents and applicable Codes;
 - c. Issuance of direction from the City to the construction team;
 - d. Review of submittals for shop drawings, product data, and samples;
 - e. Review and processing of changes;
 - f. Review of disputes and interpretation of the contract documents;
 - g. Review of works and issuance of required letters of assurance to the City;
 - h. Coordinate with Project Manager and the Commissioning Agents for commissioning meetings and the implementation of the Commissioning Plan;
 - i. Advise on completion requirements, assessing and reporting on deficiency status and associated holdbacks;
 - j. Review of Operations and Maintenance manuals and materials prior to issuance to the City, including warranties and as constructed drawings, and in coordination with the Project Manager ensure all required submissions are completed prior to final payment certification; and

- k. Review of project works prior to expiry of construction maintenance period
2. Be the Payment Certifier according to the Contract with the construction team, certifying regular payments, substantial performance, and final completion of the project;
3. Complete all certificates of completion and notices of certification of completion in accordance with the Builder's Lien Act; and,
4. Submit a final project report with all relevant documentation including commissioning of the building.
5. As-built red-line drawings are to be transposed into final AutoCAD & PDF format record drawings, for City record. Consultant's drafting costs will be stipulated as agreed in the Contractor's Request for Proposal document and form part of that Contract.

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:

- City Hall South Tower Building Structural assessment report that will inform on anticipated building performance and life/safety conditions in a seismic event.
- City Hall Building Mechanical HVAC system assessment for upgrade reporting that will inform options for detailed design decisions.
- City Hall Building Electrical systems assessment and proposal options for upgrade reporting that will inform options for detailed design decisions.
- Regular meetings (minimum bi-weekly) with the City and project team including coordinating agendas and distribution of minutes;
- As needed meetings with the City's Engineering, Planning & Development, and other regulatory departments who are separate from the Project team;
- Review of City's Sustainability Charter and report on specific project impacts and benefits through life cycle assessment. 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 analyze and report on the savings at both the pre-tender and post-construction stages;
- Approval of all applicable plans, including development permit, servicing agreements and permits by the City's Engineering and Planning & Development Departments and by all relevant outside agencies;
- Presentations to Council, Advisory Design Panel, and other City boards and committee if required to disseminate information about the Project and secure its approval;
- Preliminary and detailed cost estimates at schematic, detailed design and 50% construction document stages with additional cost control estimates if project budget is exceeded. Confirm cost estimate for pre-tender and cost review post-tender with

recommendations. During design development, present lifecycle cost estimate for capital renewal and maintenance of base-building facility systems that will inform options for detailed design decisions;

- Life-cycle technical reports for selected main systems;
- Detailed construction drawings and specifications;
- Building permit application;
- Construction solicitation documents;
- Pre-qualification review 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 documents including as-built drawings (sealed paper copy, scanned copy of sealed drawings in PDF format, and copy of As-built drawings in AutoCAD DWG format) and Operation & Maintenance manuals in PDF format.

9. REPORTS

Written and graphic documentation is to be provided in both paper and electronic versions, standardized in Microsoft Office, Autocad and Adobe PDF formats, 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 the City's MFT 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

The City intends to expand beyond the RCMP main detachment into the former City Hall premises, located at 14245 - 56 Avenue, Surrey. The existing City Hall building is undergoing lease parcelling into separate tenancies and the base-building systems will require some upgrade including the heating plant, cooling plant and ventilation systems (Refer to Appendix 6 - Former City Hall - Mechanical Systems Commentary).

The original City Hall building (South Tower) was constructed in 1961 and has undergone several additions and renovations, including some structural (seismic) and mechanical upgrades, plus the West Wing addition completed in 2007. Most recent renovations have accommodated a separate Provincial tenant in the (north) Civic Street wing of the main level. Another separate tenant will occupy the basement of the West Wing. The RCMP will acquire the South Tower (approximately 50,407 sq. ft. of occupant area, including lobby and washroom amenities to be improved, over 3 floors plus basement) and balance of the

West Wing (approximately 13,780 sq. ft. of occupant area over 2 floors) for expansion improvements.

Improvement scope will also include existing vacated spaces within the RCMP Main Detachment building (and Annex) at 14355 - 57 Ave which are to undergo limited renovation and reconfiguration to suit internal expansion (approx. 16,000 sq. ft.).

Intended Scope of Upgrade for Tenant Occupancy at Former City Hall:

Total improvement square footage is estimated to be approximately 64,187 sq. ft. of occupant and amenity area within the former City Hall, allowing for future growth to accommodate approximately 595 Members (up to 240 Members in a single shift) and 230 administrative staff (up to 130 in a single shift). Anticipate roughly 60 offices, 207 workstations and 60 touchdown stations will be required, based on preliminary unit forecasts (refer to Appendix 9).

Parking/Site Area:

- [Parking study will be conducted by others]
- Complete perimeter fencing, add motorized access control gates and CCTV site security monitoring;
- [Out-building for motorcycle parking (4)/storage - outside of scope].

Base-Building Upgrades:

- Structural seismic performance assessment report (undertaken at outset);
- Partial demolition (potential early contract package);
- Haz-Mat abatement (potential early contract package) to suit work scope areas as further defined by City (Survey/Testing conducted by others);
- HVAC assessment and upgrade: primarily heating, cooling and ventilation systems;
- Verify electrical service and distribution suitability, including available backup generator power use for first response;
- Elevators to remain as-is, reinstate emergency phone communications and potentially abate/replace brake pads;
- Main Communications Server Room (Basement) and on-floor area Comm Rooms, including UPS;
- Power and Data/Comm to suit office layouts;
- Modify Fire Alarm system and devices to suit improvements;
- Any essential building code upgrades to accommodate new tenancy.

Building and Interior Doors and Hardware:

- Rekey all; replace locksets as required; replace existing exterior doors only where necessary for improved operation; add interior office doors frames and hardware to suit new layouts;
- Card access control system retrofit or replacement for compatibility with RCMP Main Detachment facilities.

Building Security:

- Foliage pruning (by others)
- Lighting improvements
- New CCTV system monitoring;
- Card access control system retrofit or replacement for compatibility with RCMP Main Detachment facilities;
- Replace or upgrade monitored intrusion security system;
- Intercoms at 2 main entry points;
- Secure at-grade opening windows;
- Secure, harden and alarm equipment/ammunitions room;
- Sound attenuate interview rooms;
- Design in compliance with RCMP and City Security standard requirements and pending location assessment report.

Signage: (Interior and Exterior):

- New code signage, room identification signage, wayfinding monument and exterior entrance tenant signage (2).

Basement:

- Space plan and add locker/change rooms to meet prescription requirements; new fitness room; First Aid room; Laundry facilities;
- Upgrade washrooms (new configuration, retaining some fixtures in place);
- Back-of- house Storage & Records room reconfiguration and update;
- Window coverings.

Office and Open Plan Workstation Areas:

- Retain existing floor finishes, except where in conflict with refit;
- Retain existing ceilings, except where impacted by HVAC upgrades (radiant panels and ductwork) and Haz-Mat removals);
- Space plan and reconfigure office partitioning where deemed inappropriate (est. 85% to be removed);
- Relocate existing file storage racking from Main Detachment (confirm floor loading);
- Reconfigure and/or upgrade existing staff kitchen/refreshment areas;
- Paint refresh;
- Blinds;
- Office furniture layout (existing re-use inventory and new workstation purchasing performed by City).

Washrooms:

- Paint refresh;
- Possible sheet good re-flooring (L2 & L3 South Tower WR's only);
- Washroom accessory upgrade? (TBC);
- Add accessible washroom to South Tower Levels 2 and 3.

Common Areas:

Lobby:

- Remove/re-plan reception desks (TBC);
- Localized flooring remediation;
- Supplement/improve lighting;
- Secure & sound attenuate lobby to adjacent internal areas;
- Staff seating/lunch area;
- Paint refresh;
- Stairwells:
- Replace flooring;
- Paint refresh.

Council Chambers:

- To remain as-is;
- Assess potential to remove auditorium seating armrests;
- Improve door hardware;
- Provide new IT/AV infrastructure.

West Tower Specific:

- Access control for 2 tenant security (elevator, exit stairs);
- HVAC and interior finishing to remain as-is;
- Paint refresh.

Intended Scope of Alterations at Main Detachment/Annex:

Additional alterations will be required within the RCMP Main Detachment (including Annex) involving varying degrees of interior improvement for approximately 16,000 sq. ft. of office space, to expand existing operations into spaces vacated as a result of the move to former City Hall.

Main Detachment:

Ground Floor:

- Reconfigure for PSU and Training & Development (SW) area (approx. 6100 sf existing General Duty area);
- Reconfigure for Use of Force Training (NE) area (approx. 1950 sf existing locker/storage area);
- Minor as-is replan to suit Member Service offices (SE) area (approx. 3000 sf existing Victim Services);
- Close off door openings, add new door openings and relocate existing door openings (1 of each) in Exhibits area NW);
- Locker Room Modifications: add sheet flooring; Replace existing 24" lockers with new 30" lockers;
- Plus base-building upgrades to suit (Power & Data, lighting, HVAC).

Second Floor:

- Reconfigure OCC area for expansion (North) (approx. 2600 sf);
- Minor as-is replan to suit Communications/Media (NE) area (9000 sf);
- Plus base-building upgrades to suit (Power & Data, lighting, HVAC).

Annex:

- Create 2-3 divisible Project Boardrooms on Ground Floor (approx. 1150 sf of existing file storage area);
- Possible workstation conversions to office enclosures (approx.. 400sf);
- Plus base-building upgrades to suit (Power & Data, lighting, HVAC).

All improvements will complement the existing buildings and tenancies, plus aim to meet the City's goals under our Sustainability Charter and accessibility initiatives. All City facilities are to be known as inclusive and universally accessible civic buildings.

Space planning, layout and adjacencies will depend on final program definition. Intended scope will be subject to the cost of required building and site upgrades, potential for existing systems re-use, plus the degree of interior upgrade and re-use of existing finishes. The objective is to minimize the overall budget, while providing a suitably functional and healthy working environment.

An early anticipated budget, in advance of existing building systems assessment and project program definition, for the construction excluding soft costs may be in the range of \$5M to \$10M. Without a fixed construction budget, Proponents may elect to provide clearly referenced percentage fees for the Contract & Construction Administration Phase of services, relative to a well-defined value or value range of construction cost.

APPENDICES

The following appendices 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 Civic Facility Project Completion Deliverables. (Page 23)
- (c)* Appendix 3 Accessibility Standards - Audit Training Manual
- (d)* Appendix 4 Accessibility Standards - Checklists
- (e)* Appendix 5 Former City Hall – South & West Tower Plans
- (f)* Appendix 6 Former City Hall - Mechanical Systems Commentary
- (g)* Appendix 7 Former City Hall - Asbestos Identification and Management Program (AIM Report)
- (h)* Appendix 8 Former City Hall - Seismic Upgrade 2006
- (i)* Appendix 9 Former City Hall - Building & Staff Preliminary Program

APPENDIX 2 – CIVIC FACILITY 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

* Appendices 3, through 9 may be viewed/downloaded from the City's Managed File Transfer Service. Printing will be the sole responsibility of the Proponent.

Host: <https://mft.surrey.ca/>
Login ID: surreybid
Password: Welcome
Folder: 1220-030-2015-024

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: RCMP EXPANSION - FORMER CITY HALL

Reference No.: 1220-030-2015-024

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APPENDIX 1 – SCOPE OF SERVICES

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APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

Title: RCMP EXPANSION - FORMER CITY HALL

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

AGREEMENT No.: 1220-030-2015-024

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

RCMP EXPANSION - FORMER CITY HALL

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 **has/have** performed services during the previous **month**;
 - (5) the percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;

- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its Final Report to the City;
- (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; and
- (f) the City shall not be liable for interest or overdue charges on any invoice.

In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Consultants. Electing to participate in this program will allow Consultants to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca.

In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Please send your hard copy invoices by mail to:

Name: _____
 Address: _____

5.3 Disbursements

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

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

5.4 Records

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

5.5 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or

persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, City 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 agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

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

12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in

Appendix 4 of this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(Signature of Authorized Signatory)

(Print Name and Position 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.)

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: RCMP EXPANSION - FORMER CITY HALL

RFP Reference No.: 1220-030-2015-024

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, 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 of _____, 20__.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

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

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

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

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

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

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

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

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

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP, including work within tight timeframes, renovation work and other RCMP project work;
- (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, RCMP if applicable). 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) Proponent's demonstrated quality control and practice performance standards in place for use on this project.
- (ix) Proponent's demonstrated abilities to conduct effective value engineering.
- (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: _____

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a list of 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);
- (vi) a statement of acknowledgement and willingness to undergo RCMP Reliability Status Clearance screening. A non-disclosure agreement will also be required regarding privileged information and the Tender drawings will require sanitizing of room labels.

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Proponents should set out in their Proposal, the proposed fee structure (excluding GST) and provide a breakdown of the budget, including a breakdown of the estimated hours to be spent by each individual on the 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 per the specified breakdown of stages for the project, all deliverables, disbursements, and fees for anything the Proponent would consider additional work. Sub-consultant fees and disbursements should also be itemized and tabulated.

Schedule of Rates (Fees):

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
A. ¹Architectural and Professional Design Services:				
.1				
.2				
.3				
.4				
.5				
.6				
B. ²Disbursements:				
.1				
.2				
.3				
.4				
.5				
				Subtotal: \$
				GST: \$
TOTAL PROPOSAL PRICE: (FEE + DISBURSEMENTS + GST)				\$
RCMP EXPANSION – FORMER CITY HALL				
Currency: Canadian (\$)				

¹A list of anticipated professional service project team, estimated quantity of hours allocated to each along with their hourly rate charges.

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.

Updated April 2015

SEPTEMBER 10, 2009

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