



REQUEST FOR PROPOSALS

Title: Salmon Habitat Restoration Program (SHaRP)

Reference No.: 1220-030-2014- 040

FOR PROFESSIONAL SERVICES (CONSULTANT)

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SCHEDULE A – SCOPE OF 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 at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time
Date: December 12, 2014

(the “Closing Time”).

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

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and three (3) copies **(four (4) 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 been scheduled as follows:

When: **5th December, 2014**

Where: City of Surrey, 13450 104 Avenue
Surrey, BC V3T 1V8

Time: 2:00 p.m. – 4:00 p.m.

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

2.5 Inquiries

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-030-2014-040

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

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

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and the City Website at www.surrey.ca (the “City Website”) that will form part of this RFP. 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 by hard copy the City prefers 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 submission, 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. PROJECT TIME SCHEDULE

Estimated Time Schedule for major activities under this agreement will be:

DESCRIPTION	DATE
INFORMATION MEETING	DECEMBER 5, 2014
RFP CLOSING DATE	DECEMBER 12, 2014
APPOINTMENT OF CONSULTANT	FEBRUARY, 2015
HIRING OF POST-SECONDARY STUDENTS	FEBRUARY, 2015
HIRING OF SECONDARY STUDENTS	MAY/JUNE, 2015
SUBMISSION OF FINAL STUDENT LED REPORT	SEPTEMBER 25, 2015
SUBMISSION OF FINAL MANAGEMENT REPORT	OCTOBER 23, 2015
SUBMISSION OF STUDENT LED AND MANAGEMENT REPORTS FOR POTENTIAL FALL PROGRAM	DECEMBER 22, 2015

5. EVALUATION AND SELECTION

5.1 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.

5.2 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 (vii) in Schedule C-2.

(b) Technical

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (x) 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Negotiation of Contract and Award

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

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

6. GENERAL CONDITIONS

6.1 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 Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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. BACKGROUND INFORMATION

The Salmon Habitat Restoration Program (the “SHaRP” or the “Program”) is a component of the City’s Nature Matters initiative. SHaRP started in 1996, employing high school and post-secondary students during the summer to perform habitat restoration work and conduct outreach education to the community of the City’s fisheries attributes. In 2015, the City will be celebrating the 20th season of this program.

The physical stream enhancements directly contribute to improving salmon habitat within the City of Surrey by preventing stream banks from eroding, livestock from disturbing streams, invasive plant species from dominating riparian areas, and pollution from entering salmon bearing watersheds.

Community outreach programs and activities educate Surrey residents of stewardship initiatives and instill best management practices for business and landowners. Since the program’s inception, SHaRP has grown in size and scope and has evolved into a more integrated approach to watershed management and restoration.

The program is unique amongst municipalities due to its size, its integrated watershed-based approach, and its commitment to career-oriented leadership training for local youth.

2. GENERAL REQUIREMENTS

2.1 The 2015 Program should continue its mandate of mitigating urban impacts to Surrey’s watercourses through programs delivered via five (5) work areas:

- Watershed Enhancement;
- Community Education;
- Industrial Education;
- Agricultural Stewardship; and
- Media and Public Relations.

2.2 The City anticipates that the Consulting services will be awarded in two agreements:

- Program Management; and
- Student Component.

2.3 The Program fulfills two roles namely, fish habitat protection/restoration and summer youth employment/career training.

2.4 The City's intent is to award both components of this contact for one (1) year with the successful Proponent. Upon mutual agreement of the parties, this agreement may be renewed for two (2) additional one (1) one-year terms. Each contract extension is subject to budget approval by the City. The Program is expected to commence in February 2015.

The City is requesting that consultants provide a cost breakdown for provision of the same services for 2016 and 2017 as an optional item within this proposal. The consultant should base the cost estimate on the 2015 program. If in the subsequent year the 2016 and 2017 Programs differs significantly from this, the consultant will be asked to revise the cost estimate to reflect this change. The City will make a decision about extending the contract on an annual basis and upon evaluation of the performance of the successful consultant.

3. SCOPE OF SERVICES

The scope of services includes, but not limited to the following components:

3.1 Program Management

a) Program Manager Appointment

The Consultant shall appoint an employee experienced with educational outreach programs, fisheries biology, terrestrial environmental and instream fisheries management to complete the program planning, management and reporting requirements of the project. The Consultant shall also indicate an alternate employee that can complete program tasks should the appointed Program Manager be unavailable.

b) Program Planning

The Consultant shall consider the program objectives and develop an appropriate program that incorporates teams of post-secondary and high school students to achieve the program goals. The consultant is responsible to conduct the field assessments with the students for all instream and riparian works, make application for the environmental approvals, oversee instream site isolations and erosion and sediment control and develop planting prescriptions for riparian plantings where required.

The Consulting team will also need to have a good working knowledge of best management practices associated with riparian protection, low impact development, spill prevention and agricultural stewardship in order to effectively guide the various student teams.

Teams in previous years have included five work areas which were selected on the basis of their contribution to enhancing existing City projects, restoring and enhancing creek and stream locations, and the benefits perceived by the general public and government agencies. Based upon program funding, the program may include fewer teams or two work areas may be addressed by one team.

- 1) *Watershed Enhancement* - The Watershed Enhancement team's focus has been to complete in-stream enhancement work and plantings that complement ongoing City projects;
- 2) *Community Education* - The focus for the Community Education team has been raising awareness of environmental issues and fish habitat within Surrey;
- 3) *Industrial Education* - The Industrial Education team has targeted industrial areas within Surrey and provided educational information to businesses. The team also

gathered information to add to the City database to help track pollution and spill events when they occur in the City's storm sewer system and/or watercourses;

- 4) *Agricultural Stewardship* - The Agricultural Stewardship team has been active in the agricultural community. The team's scope has included on-farm projects and community outreach. The team has also created educational materials to increase the interaction of the general community with the agricultural community; and
- 5) *Media & Public Relations* - The Media & Public Relations team has successfully received multimedia coverage to highlight the environmental initiatives accomplished by Surrey through SHaRP.

c) Student Recruitment

- The Consultant shall recruit post-secondary and Surrey based high school students to carry out Program objectives. Recruitment should be pursued through cooperative education departments and career counsellors.
- The Consultant shall provide draft Team Leader Job Postings with the Proposal so that the Team Leader recruitment campaign can commence immediately after the project is awarded to the successful proponent. Postings shall be prepared for three aspects that will cover the duties within the program : Watershed Enhancement, Community Education and Media and Public Relations.
- The Consultant shall acquire a post-secondary student trained in media relations, communications, social media and photography/videography skills to be the Media and Public Relations Team Leader. As the 2015 season marks the 20th year of the Program, this role will be required to participate in projects with an external social media firm to execute the delivery of a 20 year reunion campaign to SHaRP alumni and a reunion event and, as such, a student with experience in facilitating marketing and social media projects will be desirable.
- The Consultant shall provide the City updates on the progress of student recruitment throughout the duration of these portions of the project.
- All overhead and additional fees of the firm should be shown in addition to the indicated rate. All secondary students are to be residents of Surrey and attempts should be made to select fifty percent of the post-secondary students which are residents of Surrey. The high school students need to represent the various high schools throughout Surrey as much as possible.
- The Consultant shall provide a minimum wage of \$18/hour for Team Leaders working 8-hour days and \$12/hour for Crew Members working 7-hour days. Any employee management charges will be in additional to these wages.

d) Student Training Program

- The Consultant shall develop and deliver a training and orientation program for the two student groups (Team Leaders – post-secondary students and Crew Members – secondary students) to ensure that they have the required knowledge to successfully achieve the Program's objectives in a professional, inviting, and safe manner suitable for public engagement, and that they must receive career related experience that will aid in future employment.
- The Consultant must demonstrate experience in providing health and safety training, orientation and mentoring to both student groups.

e) Supervision of Students

- The Consultant must ensure that the students within the Program receive the proper mentorship and support to facilitate efficient habitat enhancement and outreach projects. An approximated Time Schedule that outlines the requirements of student supervision for the duration of the Program should be provided within the Proposal.
- The Consultant shall include in the Proposal a budget estimate to provide managerial support and student supervision for post-secondary students for April 2015 should any students be able to commence the Program part-time while finishing their school semester.
- The Consultant shall also include in the Proposal a budget estimate for costs associated with a possible contract extension to provide managerial support and student supervision for post-secondary and high school students required for work in a fall program for a 3-month period (September – November, 2015).

f) Program Management and Reporting

- The Consultant shall provide updates on the progress of the Program to the City and ensure that the costs accrued by the Program are tracked so that reporting can be facilitated.
- The Consultant shall obtain appropriate environmental approvals for the various instream projects. Work involves but is not limited to conducting site assessments, compiling and submission of a report and application to the Fisheries and Oceans Canada as well as Notification of Works to the Ministry of Environment summary inspections and reporting as required for the approving agencies.
- The Consultant shall advise students in all instream work isolation and erosion and sediment control planning and implementation.
- The Consultant is to provide students with vehicles to be able to transport equipment and team members between the various work sites. The Consultant is to differentiate the vehicle requirements between time when only Team Leaders are present as compared to when the full teams are present. A limited number of vehicles is required for fall activities. There is only storage for 2 vehicles on site. Additional vehicles will need to be stored offsite in a safe location.
- A final report on the accomplishments and outcomes of the Program will also be required of the Consultant. This shall be completed in two components:
 1. Detailed student led reports outlining completed program components for the City and for future student teams due September 25, 2015. The student led report for the potential fall program would be due December 22, 2015; and
 2. a Management Report that outlines the overall successes of the Program and provides an overview of training, recruiting, and recommendations for future years due October 23, 2015. Management Report for the potential fall program would be December 22, 2015.

g) Disbursement

The Consultant shall provide an outline and cost breakdown for the disbursements required in the Program Management aspects of this Program aside from the Student Component costs. The Consultant should consider travel and communications

expenses required for student supervision as well as reporting costs. An office location, cellular phones, office utilities and computers for the Program are provided by the City of Surrey and should be excluded from disbursement fee budgets.

h) Creation of New Program Components and Outreach

The Consultant must demonstrate experience in the development of educational outreach programs and have a strong understanding of Community Social Based Marketing (CBSM) principles and tools, as it is their responsibility to consistently monitor Program components and suggest modifications to outreach methods as needed. All new Program components must be approved by the City prior to implementation.

3.2 Student Component

a) Student Organization

- The Consultant shall consider the Program objectives and develop appropriate teams of post-secondary and secondary school students to achieve the Program goals. Team sizes in the Proposal should be broken into two (2) options and an anticipated cost should be provided for each option.
 1. Total of 28 students – broken into 7 Team Leaders and 21 Crew Members; and
 2. Total of 30 students – broken into 8 Team Leaders and 22 Crew Members
- The option approved may vary slightly from the proposed number of students within that option based upon the ultimate sum of funding secured for the project. The duration of the student contracts should be 18 weeks for the Team Leaders (April 27 – August 28, 2015) and 7.5 weeks for Crew Members (July 2 – August 21, 2015). Team Leaders should be estimated to work 8 hour days with high school students working 7 hour days. All students will be required to work some weekend or evening depending on event schedules.
- An additional budget should be estimated for student labour fees needed for the month of April 2015 to allow for part-time employment of post-secondary Team Leaders to work on a flexible schedule. The maximum budget allotment for Team Leader time in the month of April 2015 outside of the standard Program should be 350 hours. This additional contraction extension budget estimate should be included as an extra and not within the budget estimate for the standard Program.
- An additional budget should be estimated for student labour fees needed for a possible contract extension for up to two (2) full-time Team Leaders and up to twelve (12) part-time Crew Members for a 3-month period (September – November, 2015). Each Crew Member may be on a flexible work schedule of a maximum of 15 hours per week to accommodate occasional work during this period. This additional contraction extension budget estimate should be included as an extra and not within the budget estimate for the standard Program.

b) Disbursements

The Consultant shall provide an outline and cost breakdown for the disbursements required in the Student Component aspects of this Program aside from the Program

Management costs. This should include costs associated with equipment vehicle rentals, equipment and office purchases, travel expenses and field site supplies. Disbursements costs should exclude the cost of habitat enhancement materials (e.g. soil, plants, etc.) required for the sites, as well as office/warehouse space, cellular phones, and technical supplies (i.e. cameras, camcorder, GPS units) required for student teams. Tracking of disbursements costs should also allow for reporting on specific team costs (e.g. costs associated with the Agricultural Stewardship team). The anticipated costs of disbursements for each of the two team size options should be provided.

4. DELIVERABLES

The final products of this project shall require the delivery of a report and response questionnaires:

- a) A summary report of the outcomes of the Program must be prepared at the end of the Program. The report should include the reports prepared by the Team Leaders and also a summary report completed by the Consultant that provides a synopsis of the efforts of all the teams and recommendations for next year. The report is to include all related documentation and appendices. A draft version of the report must be submitted for review to the City prior to completion of the final report. The draft report is due by September 18, 2015 with the final report due September 25, 2015. The Consultant shall provide one (1) hard copy of the entire final report, one (1) hard copy of the summary report, and two (2) digital copies of the report in the final submission (each report segment to be saved in separate files). Two (2) digital copies of all the photos and the files used by the students should also be submitted with the final report; and
- b) Two (2) questionnaires must be prepared to receive response from the SHaRP members and the high school career councillors. The questionnaire for the SHaRP members should be provided to all the students in their last week in August. The questionnaire for the high school career councillors should be provided to the councillor offices following confirmation of high school student hiring in May 2015. The Consultant shall provide copies of the questionnaires to the City with the final report.

5. CONSULTANT QUALIFICATIONS

In order to accommodate the broad range of initiatives addressed by the Program, the Consultant must demonstrate the following:

- a) a **minimum of ten (10) years** experience providing consulting services in environmental management specializing in fisheries and habitat restoration works;
- b) a **minimum of five (5) years** experience delivering education based programs that utilize social marketing and behaviour change as key methods to program delivery (e.g. Community Social Based Marketing);
- c) be experienced with the management of both post-secondary and secondary school students, and be able to effectively train and manage student based teams to carry out Program objectives; and

- d) having successfully managed post-secondary and secondary school student based teams in an outreach or education based program for a minimum of 3 months.

6. CONSULTANT'S RESPONSIBILITIES

The Consultant's responsibilities include but not limited to:

- a) recruitment and hiring of suitable post-secondary and secondary school students for the various positions within the Program and to ensure that the students receive career related experiences.
- b) management of all costs and disbursements associated with the program; and
- c) creation of new educational and/or promotional materials, as needed. All promotional and/or educational materials are to be approved by the City before production and distribution to City residents.

7. CRIMINAL RECORDS CHECK

- 10.1 Prior to the effective date and the assignment of any personnel the Consultant and each of the Consultant's personnel and sub-consultants assigned to work with children and/or vulnerable adults must obtain Criminal Records Check to be conducted by the Surrey RCMP.
- 10.2 The Consultant shall have a corporate policy in place regarding criminal record checks. The City reserves the right to audit the process.

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: SALMON HABITAT RESTORATION PROGRAM (SHaRP)

Reference No.: 1220-030-2014-040

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APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

Title: Salmon Habitat Restoration Program (SHaRP)

AGREEMENT No.: 1220-030-2014-040

BETWEEN:

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

(the “**City**”)

AND:

(*Insert Full Legal Name and Address*)

(the “**Consultant**”)

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

SALMON HABITAT RESTORATION (SHaRP)

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 City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed three (3) additional one-year periods or portions thereof. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, 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 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 Consultant

The Consultant is an independent consultant. 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 \$_____ 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;
- (f) the City shall not be liable for interest or overdue charges on any invoice; and

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 along with your banking information on company letterhead to 604-591-4488. Also provide a valid e-mail address where the payment notification may be sent. You may contact us at 604-592-7010 for more information.

SUBMITTING YOUR ELECTONIC 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 overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

5.4 Records

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

5.5 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operator's liability, broad form products and completed operations, owners and consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) 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; and
- (c) professional errors and omissions insurance in an amount not less one million (\$1,000,000) dollars insuring all professionals providing the Services from liability

resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period.

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 subconsultants 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:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- (c) 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
- (d) 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.

This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the work product.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. 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 Goods and Services have been paid in full.

- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.
- 12.3 The Consultant agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime consultant, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. The qualified coordinator is:

Name: _____

Contact No. _____

The Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

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

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (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 ninety (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 thirty (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 or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax 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]

This agreement is executed by the Consultant this ____ day of _____, 201_.

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)

This agreement is executed by the City of Surrey this ____ day of _____, 201_.

CITY OF SURREY

(Signature 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: Salmon Habitat Restoration Program (SHaRP)

RFP Reference No.: 1220-030-2014-040

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 (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 the agreement, 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 by this _____ day of _____, 2014.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

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

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

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

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

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

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

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

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

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

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

- (i) company profile, background, stability, structure of the Proponent;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP as follows;
 - o development of educational outreach programs to complete the program planning, management and reporting requirements of project;
 - o experience in dealing with natural creek processes and environmental issues;
 - o Experience in obtaining environmental approvals;
 - o experience in monitoring and managing instream fisheries works;
 - o experience in conducting riparian planting;
 - o experience in low impact development concepts;
 - o experience in assessing and providing recommendations for safe handling of potentially hazardous materials;
 - o understanding of Community Social Based Marketing principles and tools;
 - o developing a training and orientation program for the students; and
 - o experience in providing health and safety training, orientation and mentoring.
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) provide a description of relevant projects similar in scope and size entered into by the Proponent in providing Services as follows:
 - o consulting services in environmental management in fisheries and habitat restoration works in the last ten (10) years.
 - o delivering education based programs that utilize social marketing and behaviour change in the last five (5) years.
- (v) provide a list of references. The City's preference is to have a minimum of three references (customer/company name, contact person and title, telephone number and email address);
- (vi) identify the key personnel who will provide support necessary to control project costs. 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): Provide copies of detailed resumes, highlighting personal involvement of key personnel on similar projects.

Key Personnel

1. Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

2. Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Sub-Consultants

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

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

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a description of your proposed student training and orientation programs for the two student groups, including health and safety training and mentoring of both groups ;
- (vi) a detailed description of your proposed management reports as described in Schedule A, section 4 – Deliverables. Provide sample reports and questionnaires specified if available.
- (vii) a detailed description of implementation and monitoring procedures that the Proponent will use to ensure that key personnel are performing to the standards expected. Describe what you would use to track and improve quality of service. What management tool will be used to control project costs;
- (viii) a work plan that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required project objectives within the City's schedule;
- (ix) a description of the quality assurance standards to be met by the Proponent in providing the Services; and
- (x) describe value-added, unique services that you can offer to implement City's requirements relevant to the scope of services described in this RFP.

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

Schedule of Fees – 2015 Program:

1. Management Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
	Program Management		
	Subtotal:		
	GST(5%)		
	ESTIMATED TOTAL :		

2. Student Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
1.	Team Leader Labour		
2.	Crew Member Labour		
	Subtotal:		
	GST(5%)		
	ESTIMATED TOTAL :		

Item No.	Description	Part-Time Team Leaders – April 2015
	Management:	
	Labour:	
	Subtotal:	
	GST (5%)	
	ESTIMATED TOTAL :	

5. Contract Extension Option – September – November 2015

Provide an estimated budget for management and student labour fees needed for a possible contract extension for up to two (2) full-time Team Leaders and up to twelve (12) part-time Crew Members for a 3-month period (September – November, 2015). Each Crew Member may be on a flexible work schedule of a maximum of 15 hours per week to accommodate occasional work during this period.

Item No.	Description	Fall SHaRP Team (Sept. – Nov. 2015)	
		2 Full-Time Team Leaders	12 Part-Time Crew Members
	Management:		
	Labour:		
	Subtotal:		
	GST (5%)		
	ESTIMATED TOTAL :		

Schedule of Fees – Optional 2016 Program:

The City is requesting that consultants provide a cost breakdown for provision of the same services for 2016 as an optional item within this proposal. The consultant should base the cost estimate on the 2015 program. If in the subsequent year the 2016 program differs significantly from this, the consultant will be asked to revise the cost estimate to reflect this change. The City will make a decision about extending the contract on an annual basis and upon evaluation of the performance of the successful consultant.

1. Management Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
	Program Management		
	Subtotal:		
	GST(5%)		
	ESTIMATED TOTAL :		

2. Student Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
1.	Team Leader Labour		
2.	Crew Member Labour		
	Subtotal:		
	GST(5%)		
	ESTIMATED TOTAL :		

3. Disbursements

Provide an outline and estimated cost breakdown for the Disbursements required in the Program Management and Student Component costs.

c) Management Component

Item No.	Description	Estimated Cost	
		Option 1	Option 2
	Subtotal:		
	GST (5%)		
	ESTIMATED TOTAL:		

Item No.	Description	Fall SHaRP Team (Sept. – Nov. 2016)	
		2 Full-Time Team Leaders	12 Part-Time Crew Members
	Management:		
	Labour:		
	Subtotal:		
	GST (5%)		
	ESTIMATED TOTAL :		

Schedule of Fees – Optional 2017 Program:

The City is requesting that consultants provide a cost breakdown for provision of the same services for 2017 as an optional item within this proposal. The consultant should base the cost estimate on the 2015 program. If in 2017 the program differs significantly from this, the consultant will be asked to revise the cost estimate to reflect this change. The City will make a decision about extending the contract on an annual basis and upon evaluation of the performance of the successful consultant.

1. Management Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
	Program Management		
	Subtotal:		
	GST(5%)		
	ESTIMATED TOTAL :		

2. Student Component

Item No.	Description	Option 1	Option 2
		7 Team Leaders and 21 Crew Members (Total of 28 students)	8 Team Leaders and 22 Crew Members (Total of 30 students)
	Labour:		
1.	Team Leader Labour		
2.	Crew Member Labour		

Provide an estimated budget management and student labour fees needed for the month of April 2017 to allow for part-time employment of post-secondary Team Leaders to work on a flexible schedule. The maximum budget allotment for Team Leader time in the month of April 2017 outside of the standard Program should be 350 hours.

Item No.	Description	Part-Time Team Leaders – April 2017
	Management:	
	Labour:	
	Subtotal:	
	GST (5%)	
	ESTIMATED TOTAL :	

5. Contract Extension Option – September – November 2017

Provide an estimated budget for management and student labour fees needed for a possible contract extension for up to two (2) full-time Team Leaders and up to twelve (12) part-time Crew Members for a 3-month period (September – November, 2017). Each Crew Member may be on a flexible work schedule of a maximum of 15 hours per week to accommodate occasional work during this period.

Item No.	Description	Fall SHaRP Team (Sept. – Nov. 2017)	
		2 Full-Time Team Leaders	12 Part-Time Crew Members
	Management:		
	Labour:		
	Subtotal:		
	GST (5%)		
	ESTIMATED TOTAL :		

Additional Expenses:

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

2. Payment Terms:

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