



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

**Title: Civil Engineering Consulting Services Shortlist for the Engineering
Departments Annual Capital Program**

Reference No.: 1220-050-2020-011

FOR PROFESSIONAL SERVICES

(General Services)

Issue Date: August 18, 2020

REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1. INTRODUCTION

1.1 Purpose

The purpose of this Request for Expressions of Interest and Statements of Qualifications (the "RFEOI/SOQ") is to:

- (a) Invite Submissions from Respondents that describe the desire, expertise, capability of the Respondent to undertake the assignment described in Schedule A – Scope of Services; and
- (b) To select a shortlist of Respondents, specializing in the area of civil engineering, who may be invited to participate in the next stage of competitive solicitation process, Request for Proposals ("RFP"), for an ongoing period of time for various upcoming assignments under the Engineering Department's Annual Capital Program.

The shortlist will not have an expiration date; therefore, once established, it is the City's intent to maintain an active shortlist with the ability to alter the shortlist as needed. In this regard, the City intends to keep the shortlist open and annually post a call on the BC Bid Website. The City reserves the right to add to this shortlist, at any time, or if deemed in City's best interest, civil engineering consultants who may not have responded to this RFEOI/SOQ. The City may also actively solicit civil engineering consultants to provide a submission who are not on the shortlist at any time.

Those Respondent(s) who are added to the shortlist will subsequently receive a list of the annual studies and design assignments and will be requested to rank these assignments in the firm's order of preference for receiving requests for submission of detailed proposals. These responses will be used to select approximately three firms for each assignment, who may receive an RFP. The City reserves the right to alter the RFP selection process.

The City maintains the right to alter the shortlist of Respondents should any Respondent incur change of ownership, significant staff changes, provided unacceptable level of services as determined by the City through performance evaluations of Respondents which will be ongoing, or for any other reason which might alter their qualifications.

Information is only being requested at this time to identify qualified consultants, and therefore, pricing for this assignment is not required and not requested at this time.

This RFEOI/SOQ is intended to establish a list of civil engineering consultants with the necessary relevant expertise, capability and resources to perform the Services. Only those consultants that are placed on the Shortlist will be eligible to participate in the next stage of the solicitation process, when called.

All interested parties should respond to this RFEOI/SOQ, as the City does not guarantee that a publicly advertised competitive solicitation process will be issued following this RFEOI/SOQ. The City may elect to directly negotiate with one or more Preferred Respondent(s) or the City may at any time and at its sole discretion decide to cancel this RFEOI/SOQ process for any reason.

Respondents who have been terminated or did not complete a contract due to unsatisfactory performance, by the City or another client, within the past five years, must identify the assignment that was incomplete and indicate any team members involved in the assignment that are listed under Appendix A - Form of Submission.

Respondents must not have undertaken any legal proceedings against the City within the last five years.

1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) **"BC Bid Website"** means www.bcbid.gov.bc.ca
- (b) **"City"** means the City of Surrey
- (c) **"City Representative"** has the meaning set out in Section 2.4
- (d) **"City Website"** means www.surrey.ca
- (e) **"Date"** has the meaning set out in Section 2.3
- (f) **"Evaluation Team"** means the team appointed by the City
- (g) **"Information Meeting"** has the meaning set out in Section 2.2
- (h) **"Preferred Respondent(s)"** means the Respondent(s) selected by the Evaluation Team
- (i) **"Respondents"** (individually the "Respondent") means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City
- (j) **"RFEOI/SOQ"** means this Request for Expressions of Interest and Statements of Qualifications
- (k) **"Services"** has the meaning set out in Schedule A
- (l) **"Submission"** means a submission submitted in response to this RFEOI/SOQ

2. INSTRUCTIONS TO RESPONDENTS

2.1 Address for Submission Delivery

The Respondent should submit the Submission electronically in a single pdf file which must be received by the City by email at purchasing@surrey.ca.

The City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone to confirm receipt. A Respondent bears all risk that the City's computer equipment functions properly so that the City receives the Submission.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFEOI/SOQ (the "Information Meeting"). While attendance is at the discretion of Respondents, Respondents 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 RFEOI/SOQ a meeting has not been scheduled.

2.3 Date

The City would prefer to receive Submissions on or before August 31, 2020.

2.4 Inquiries

All inquiries related to this RFEOI/SOQ 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, Manager, Procurement Services

Email: purchasing@surrey.ca

Reference No.: 1220-050-2020-011

Inquiries should be made no later than seven business days before the closing Date. The City reserves the right not to respond to inquiries made within seven business days of the closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation 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 RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 2.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

2.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will post a written addendum 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") and upon posting will be deemed to form part of this RFEOI/SOQ. No amendment of any kind to the RFEOI/SOQ is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Submission, Respondents will be deemed to have received notice of all addenda that are posted on the City Website.

2.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

3. SUBMISSION FORM AND CONTENT

3.1 Form of Statements of Qualifications

Respondents should submit the following information which may be used in the evaluation of prequalification of Respondents.

(a) Transmittal letter with the following items (**maximum of two pages**):

- Show the RFEOI/SOQ name, file reference number, Submission date, Respondent's name and address, telephone number, facsimile number, email address, and the name of the contact person;
- Introduce the firm and the Submission;
- Provide a short summary of the key features of the Submission. Indicate your understanding of the key requirements under this RFEOI/SOQ;
- Transmittal letter should be signed by the person or persons authorized to sign on behalf of the Respondent and bind the Respondent to statements made in the Submission;
- Confirmation that the Respondent will enter into a standard consulting agreement and provide a list of your exceptions (if applicable) to the consulting agreement, a copy of which has been included as Appendix C;
- Provide evidence of professional liability insurance coverage. Typically, the City requests coverage in the amount of \$1,000,000 for planning studies and \$1,000,000 to \$3,000,000 on design and construction projects depending on the complexity of the assignment; and
- Provide evidence of commercial general liability insurance coverage. The City requires a minimum of \$3,000,000 commercial general liability insurance and automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$3,000,000;

(b) Prequalification form in the format as set out in Schedule A, including Appendices A through B.

All Respondents making a Submission to this RFEOI/SOQ consent to allow the City and their representatives to check and verify the information provided. Any Submission will not necessarily be accepted.

The City reserves the right to request Respondents to submit additional information as may be required to complete or evaluate the Submissions.

3.2 Signature

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

- (a) If the Respondent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Submission 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 Submission on behalf of the corporation is submitted.
- (b) If the Respondent 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.
- (c) If the Respondent 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 Submissions will be undertaken on behalf of the City by an 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 Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

The City will make the final decision regarding any Respondent or terminate the RFEOI/SOQ process at its sole discretion. The City will then advise all Respondents and the selected Respondents in writing of the City's decision.

The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation or individual member of a Respondent, in preparing and submitting a Submission or any other activity related to or arising out of this RFEOI/SOQ.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Submissions to determine each Respondent's strength and ability to provide the Services with the City's objectives in order to determine the Submission, or Submissions, which are most advantageous to the City, using the following criteria:

Criterion 1: Compliance with the RFEOI/SOQ requirements

Criterion 2: Company Profile

Criterion 3: Key personnel

Criterion 4: Demonstrated experience of staff for each selected discipline

Criterion 5: Demonstrated ability to complete assignments on time and within budget

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 Submissions by comparing one Respondent's Submission to another Respondent's Submission. Specific weightings are not assigned to the individual evaluation criteria. All criteria considered will be applied evenly and fairly to all Submissions.

4.3 Ongoing-Evaluation

For any requests to be added to the shortlist received after this RFEOI, the civil engineering consultant will be required to provide a similar submission as requested in this RFEOI, and the City will apply the evaluation criteria as described under paragraph 4.2.

4.4 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, 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.

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

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Respondents to appear before the Evaluation Team to provide clarifications of their Submission. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Submissions. Respondent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Respondents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Respondent's Submission or ranking on the basis of such information and documents.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFEOI/SOQ is not a tender and does not commit the City in any way to pre-qualify a Respondent(s), and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

5.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

5.3 No Agreement

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no agreement of any kind is formed under, or arises from, this RFEOI/SOQ, and that no legal obligations arise.

5.4 Conflict of Interest

A Respondent shall disclose in its Submission 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 and City Staff

Respondents and their agents will not contact any member of the City Council or City staff with respect to this RFEOI/SOQ, other than the City Representative named in Section 2.4, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

5.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents 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.

6. CITY DISCLAIMER

- a. The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.
- b. The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- c. All negotiations and discussions with Respondents are on a "without prejudice" basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the City.
- d. The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- e. The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- f. By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ process.

7. DISCLAIMER

Notwithstanding anything contained herein, the Respondent agrees that he shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

SCHEDULE A – SCOPE OF SERVICES

This RFEOI/SOQ will enable the City to determine your capacity, skill and relevant experience for eligibility to participate in the next stage of competitive solicitation process, the RFP, and submit proposals for Engineering Consulting Services (the “Services”) for the Engineering Departments Annual Capital Work Program. Incomplete Submissions may be deemed to be unsuccessful pre-qualification process. Respondent may supplement information requested with additional sheets if required.

Submitted To:

City Representative: Richard Oppelt, Purchasing Manager

at the following location:

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

Email for PDF Files: purchasing@surrey.ca

Project Description:

Project Name: Civil Engineering Consulting Services Shortlist for the Engineering Departments Annual Capital Program

Project Reference No.: 1220-050-2020-011

Project Scope:

The City invites Submissions for pre-qualification of civil engineering consultants for civil engineering services comprising of planning assignments, design and the subsequent construction phase related to the City’s Annual Capital Program for the Engineering Department. The following are the categories of services that the City is specifically interested in developing a shortlist for:

1. Planning Assignments

- Sanitary
 - Sewer modelling
 - Sanitary Service Plans
 - Conceptual design or functional plans for specific service areas and/or pump stations
 - I&I studies and sewer rehabilitation programs
- Water
 - Watermain model updates
 - Watermain Service Plans

- Drainage
 - Finalize infrastructure servicing strategies for Neighborhood Concept Plans
 - Managing students hired annually under the Salmon Habitat Restoration Program (“SHaRP”) to conduct watershed stewardship projects
 - Inventory and assessment of ravine bank instability sites
 - Rainfall and flow monitoring reporting of the City’s existing stream flow, water level, rainfall, water quality, and sea dam level monitoring stations
- Transportation
 - Transportation strategic planning
 - Traffic analysis work, capacity analysis, traffic modelling
 - Safety assessments for vehicles and pedestrians
 - Traffic signal coordination

2. Design & Construction Assignments

- Sanitary and Drainage Infrastructure to include but not be limited to pressure and gravity mains replaced up to 1200mm dia.
- Water Infrastructure to include but not be limited to installing new mains (up to 900mm dia.), and pressure reducing valve stations.
- Drainage Instream Infrastructure such as dyke and flood control works, culvert replacements, stream bank stabilization and conveyance works, fish ladders, and detention ponds.
- Sewage pump station upgrades and installations in the range from 8 to 1600 horsepower. Sewer odour control facilities, stormwater pump station upgrades and installations up to 1800 total horsepower. Water pump station upgrades and installations in the range from 500 to 1800 total horsepower, and pressure reducing valve stations.
- District Energy to include but not limited to distribution network piping installations and energy transfer stations.
- Transportation to include but not be limited to pavement rehabilitation, pedestrian/cycling pathways and sidewalks, traffic signals, traffic calming installations, existing road widening, new road installations, and associated utility installations/extensions/upgrading such as storm sewers, sanitary sewers, watermains, and culverts.
- Bridges to include but not be limited to condition assessments, new pedestrian bridges and overpasses, and roadway bridges and overpasses, including existing bridge replacements and existing bridge upgrades.

The number of annual assignments for each discipline is dependent on annual funding approvals and therefore cannot be provided; however, the annual Capital Program has a typical value in the range of \$115 million.

Those Respondent(s) who are added to the shortlist will subsequently receive a list of the annual studies and design assignments and will be requested to rank these assignments in the firm’s order of preference for receiving requests for submission of detailed proposals. These responses will be used to select approximately three firms for each assignment, who may receive an RFP. The City reserves the right to alter the RFP selection process.

As the annual number of assignments in any discipline is finite, Respondents(s) who are added to the shortlist may receive multiple, or not any, RFP’s in any given year.

APPENDIX A – FORM OF SUBMISSION

1. Shortlist Considerations

Please check the fields with company experience, resources, and expertise which your firm is applying for shortlist considerations, or provide a similar table within your REOI/SOQ submission.

TABLE 1(a)- AREA OF FIRM EXPERIENCE FOR CONSIDERATION		
<i>Discipline</i>	Planning Assignments	
	Yes	No
Sanitary		
Water		
Drainage		
Transportation		

TABLE 1(b)- AREA OF FIRM EXPERIENCE FOR CONSIDERATION		
<i>Discipline</i>	Design & Construction Assignments	
	Yes	No
Sanitary & Drainage		
Water		
Drainage (In-stream, Detention Ponds, and Dyking Work)		
Drainage, Water & Sewer Pump Stations & PRV's		
Transportation		
Bridges		
District Energy		

IMPORTANT INFORMATION:

- a) Within the Respondents Submission, provide individual summary tables for each discipline, using the table formats (Table 2 and 3) provided in Appendix B. Also provide list of exclusions (Table 4) that your firm may have with the Standard Engineering Consultant Agreement provided in Appendix C.
- b) Each discipline will be evaluated independently and separate short lists will be created for design and construction versus planning assignments.

1. Company Profile (Evaluation Criterion 2)

a). Legal Structure of Respondent

Year Established _____

Names and titles of authorized signatory(ies)

c) Number of Years organization has been in business as a Civil Engineering Consultant

d) Annual value of engineering consulting work related to civil infrastructure projects only, for the past 5 years:

Year	Value (\$)
2019	
2018	
2017	
2016	
2015	

e) Reputation & Past Performance:

- Has your firm within the last 5 years failed to complete a contract, or been terminated by the client? Yes. _____ No. _____
(If yes then provide a list of assignments the firm has been terminated from along with the key personnel involved)
- Has your firm within the last 5 years been in a lawsuit regarding assignment performance, payments or scheduling? Yes. _____ No. _____
(If yes then provide a list of assignments)
- Within the last five years, has any officer or principal of your firm been an officer or principal of another organization when it failed to complete a contract? Yes. _____ No. _____
(If yes then provide a list of assignment, along with the firms officer or principal involved)

- f) If your firm does not have an office within 100km of the City, as part of your submission please include a memo (*maximum two pages*) outlining the operational strategy of operating in the lower mainland.
- g) Provide three overall references for the firm, with preference to long-term clients, as opposed, to project specific.

Name	Organization	Contact

2. Key Personnel (Evaluation Criterion 3):

- a) Please provide the firms principal(s) and managers. Please include resumes separately as an appendix, and a maximum of 2 pages resume per staff member.

Name:	Title/Position:	Years with Firm	Discipline of Experience (based on Table 1)

- b) Please complete Table 2 provided in Appendix B identifying discipline specific personnel, whom should include, Project Managers and Engineer of Record for each discipline, Senior Engineers and Technologists and lead construction inspectors, and their respective relevant area of expertise. Please include resumes separately as an appendix, and if staff members are common to multiple disciplines please provide one resume only that addresses all disciplines.

Submitted By:

1. _____
Full Legal Name of Firm

2. _____
Business Address

3 Phone No. _____ Fax No. _____

4 Email: _____

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

This Submission is submitted this _____ day of _____, 2020.

I/We have the authority to bind the Respondent.

(Name of Respondent)

(Name of Respondent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized

(Print Name and Position of Authorized Signatory)
Signatory)

APPENDIX B - SAMPLE TABLE FORMATS

Table 2 – Discipline Specific Personnel

Table 3 – Demonstrated Discipline Experience of Personnel

Table 4 – List of Exclusions to the Standard Engineering Consultant Agreement

TABLE 2 - DISCIPLINE SPECIFIC PERSONNEL

Discipline of Experience							
Name/Position	Sanitary & Drainage	Water	Drainage (Instream, Detention Ponds, Dyking)	Drainage, Water, & Sewer Pump Stations, and PRV's	District Energy	Transportation	Bridges
<i>For Example:</i>							
Lars Ulrich, P.Eng., Project Manager	X	X	X	X	X		X
Bob Rock, P.Eng. Engineer of Record	X	X			X		X
James Hetfield, P.Eng., Senior Engineer	X	X					
Robert Trujiilo, P.Eng., Design Engineer	X	X	X	X			
Jason Neusted, ASTTBC, Design Tech.			X	X	X		X
Kirk Hammett, ASTTBC, Design Tech.			X	X	X		X
Cliff Burton, P.Eng., Transportation Planner					X		X
Dave Mustane, P.Eng., Structural Engineer			X	X			

TABLE 3 - DEMONSTRATED DISCIPLINE EXPERIENCE OF STAFF

Discipline	Project	Description	Year	Consulting Fee	Client	Client Reference	Staff Involved
<i>For Example:</i>							
Sanitary	Crescent Beach Sewer Rehabilitation	D&C of sewer rehab program using trenchless means	2019	\$ 140,000	Surrey	Tindi Sekhon, 604-591-9999	Lars Ulrich, P.Eng., Project Manager
Water	Operation Save H2O	Water conservation initiative	2017	\$ 30,000	Burnaby	Ryan Icasiano 604-591-5555	James Hetfield, P.Eng., Senior Engineer
Drainage	Ravine Stability Assessment	Assessment of ravine instability sites	2018	\$ 90,000	Richmond	Akber Pabani 604-591-8888	Robert Trujillo, P.Eng., Design Engineer
Drainage	South Newton McLeod Pond	D&C of a 6000 cu.m storage detention pond	2018	\$ 175,000	New Westminster	Harry Long 604-591-8899	Jason Neusted, ASTTBC, Design Tech.
Transportation	Fraser Highway Arterial Widening	1.5Km widening to 4 lanes of Fraser Highway	2020	\$ 200,000	Langley	Ross Burkholder 604-591-8877	Kirk Hammett, ASTTBC, Design Tech.
Bridges	Annual Bridge Structural Assessment	Annual Bridge Structural Assessment	2017	\$ 150,000	Surrey	Newton Conti 604-591-2222	Cliff Burton, P.Eng., Transportation Planner
Transportation	Rapid Transit Plan	Scott Road	2018	\$ 190,000	Surrey	Goran Corda 604-591-8869	Dave Mustane, P.Eng., Structural Engineer
Transportation	Traffic Signal Optimization	Optimizing signal timing along King George Boulevard	2019	\$ 30,000	Surrey	Randy Brar 604-591-4444	Ron McGovney, P.Eng., Design Engineer



CITY OF SURREY

Engineering Department

APPENDIX C – STANDARD ENGINEERING CONSULTANT AGREEMENT

NO. X

Name

August 20

Consultant Name

**CONSULTANT AGREEMENT
NO. X **D1****

THIS AGREEMENT dated the _____ (“Reference Date”).

BETWEEN:

CITY OF SURREY
13450 104 Avenue
Surrey, B.C. V3T 1V8
(the "City")

OF THE FIRST PART

AND:

Name
(the "Consultant")

OF THE SECOND PART

WHEREAS the City desires to retain the Consultant to provide Consulting Services as hereinafter defined in connection with the NAME (Project).

NOW THEREFORE in consideration of One Dollar (\$1.00) paid by the City to the Consultant (the receipt and sufficiency whereof is hereby acknowledged by the Consultant) and other good and valuable consideration, the parties agree with each other as follows:

Services

1. The Consultant covenants and agrees to provide consulting services as described generally in Schedule A, excluding those identified as optional (“Optional Services”), including anything and everything required to be done for the fulfillment and completion of this Agreement (the “Consulting Services”).
2. The City agrees to pay the Consultant the fees and disbursements as set out in Schedule B on a time and materials basis, up to a maximum of \$X including GST (the “Fees”) for completed Consulting Services. For clarity, any disbursements set out shall be amended by the definition of disbursements in paragraph 16.
3. The Consultant covenants and agrees to provide Consulting Services in accordance with the Project Schedule as set out in Schedule C (the “Project Schedule”).
4. The Consultant covenants and agrees to not engage other professional consultants other than those named in Schedule B and Schedule D for performance of Consulting Services, except with the prior written approval from the City (the “Personnel”).
5. The Term of this Agreement shall commence on the Reference Date and continue until the Consulting Services are completed or this Agreement is terminated (the “Term”).

Additional Services and Amendments

6. The Consultant will not provide any additional Consulting Services in excess of those identified in Schedule A without the prior written consent of the City.
7. The Consultant covenants and agrees to perform additional Consulting Services if requested in writing by the City (“Additional Services”). The terms of this Agreement will apply to any Additional Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the charge-out hourly rates set out in Schedule B.
8. There will be no change to the Project Schedule for any changes in scope of the Consulting Services for the Additional Services unless agreed to in writing by the parties.

Personnel and Professional Experience

9. Where the Project requires engineering technical deliverables (surveys, models, reports, plans, drawings, etc.), the Consultant agrees to have a qualified professional (i.e., AIBC, BCLS, P.Eng., P.Geo., R.P.Bio., etc.) registered, and in good standing, in the Province of British Columbia, certify that the Consulting Services and Agreement are completed in accordance with good industry standards; and the latest edition of the City of Surrey Design Criteria Manual, Master Municipal Construction Documents and the City of Surrey Standard Construction Documents as applicable to the Project.
10. The Consultant agrees that the Consulting Services are provided to the City on the understanding that the City is relying upon the Consultant’s experience and expertise necessary to complete the Agreement.
11. The Consultant covenants and agrees to perform all Consulting Services with such degree of care, skill and diligence as would reasonably be expected from a consultant qualified in British Columbia to perform services similar in scope, nature and complexity to the Consulting Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.
12. The Consultant understands and agrees that the City will hold the Consultant responsible for the sealed reports and drawings submitted by the Consultant under this Agreement. The City will hold the Consultant responsible for any errors or omissions made by the Consultant, provided that the maximum limitation period will be in accordance with the Limitation Act of British Columbia, and no inspection, site visit, permit approval or issuance of a certificate by the City will relieve the Consultant of this responsibility.
13. The Consultant shall administer, coordinate, manage and be responsible for Consulting Services performed by sub-consultants.

Fees

14. The Consultant shall submit monthly invoices to the City which include:
 - (a) the names, number of hours worked and charge-out rates of all Personnel that have performed Consulting Services under the terms of this Agreement for the previous month, accompanied by such supporting documentation as may reasonably be required by the City;
 - (b) any Disbursements incurred in the previous month; and
 - (c) a monthly status summary of:
 - i. the total budget, the budget expended for the current invoice, budget expended to date;
 - ii. summary of approved Additional Services and approved budget;
 - iii. description of Consulting Services performed this month;
 - iv. the status of the Project and percentage of completion; and
 - v. any other relevant information regarding the status of the Project under this Agreement, including schedule, which the Consultant considers important.
15. Costs of general management, corporate administration, and financial supporting services and general overheads are deemed to be included in the hourly charge-out rates in Schedule B.
16. Disbursements are actual out of pocket costs for the following items, as reasonably incurred by the Consultant, to perform the Consulting Services and substantiated by supporting invoices: external printing costs; local travel on a per kilometre basis, not to exceed CRA Automobile Allowance Rates; courier services; third-party utility and agency permit fees; and testing and laboratory services (the “Disbursements”). Costs of office supplies and printing, computers, software, telephone, field equipment, travel outside of the Lower Mainland, accommodations, and food and beverages are deemed to be covered by the hourly charge-out rates.
17. The Consultant shall pay all fees and disbursements of the sub-consultants for the work performed and the City shall reimburse the Consultant at actual cost of the sub-consultant’s invoice plus 5% to the Consultant for overhead and administration, as set out in Schedule B and provided that the maximum payable by the City to the Consultant shall not exceed the maximum Fee as specified in paragraph 2 of this Agreement.
18. Payment of monthly invoices by the City shall be made within thirty (30) days after receipt by the City.
19. If the Project Schedule is delayed for reasons beyond the reasonable control of the Consultant, the hourly charge-out rates in Schedule B shall remain fixed for a period of two years from the Reference Date, following which the City and Consultant may negotiate an average hourly rate adjustment for the remaining Consulting Services to be provided.

20. At the sole option of the City, within two years of the Reference Date, the City may enter into a separate agreement with the Consultant to provide the Optional Services for the Fees.

Confidentiality and Copyright

21. 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 Consulting 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 Consulting Services.
22. Upon request by the City, 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.
23. 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, concepts, products, designs or processes or other such work product produced by or resulting from the Consulting Services rendered by the Consultant. This 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.
24. The Consultant may retain copies of the work product, and re-use without written approval by the City.
25. The City shall have a permanent royalty-free license to use any product which is patentable or capable of trademark, produced by or resulting from the Consulting Services rendered by the Consultant.
26. 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.

Independent Consultant

27. The Consultant and the City agree that this Agreement is a contract for Consulting Services and is not a contract of employment and that the Consultant is responsible to pay all wages, salaries, pension benefits, Workers' Compensation Board costs, health, dental and life insurance benefits and all other taxes, costs or charges to its employees which are not, and are not considered to be employees or agents of the City.

Insurance and Indemnity

28. The Consultant shall maintain at its own expense at and at all times throughout the duration of this Agreement, insurances as follows:

- (a) professional liability insurance in the amount of X Million (\$X,000,000) Dollars per claim insuring the Consultant's liability resulting from errors and omissions in the performance of Consulting Services under this Agreement. This coverage shall be maintained for a period of twenty-four (24) months following termination of this Agreement.
- (b) commercial general liability insurance on an occurrence basis, in an amount not less than X Million (\$X,000,000) Dollars inclusive per occurrence against death, bodily injury and property damage occurring by virtue of the Consultant's operations in respect of this Agreement. This policy shall be endorsed to add the City as an additional insured but only with respect to the Consulting Services provided under this Agreement. Such insurance shall include, but not be limited to:
- products and completed operations;
 - blanket written contractual liability;
 - contingent employer's liability;
 - personal injury;
 - non-owned automobile liability;
 - employees as additional insured; and
 - cross liability.
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than X Million (\$X,000,000) Dollars per occurrence and in aggregate for bodily injury, death and damage to property.
29. The Consultant shall provide the City with thirty (30) days advance written notice by fax, email or mail of cancellation or material changes to applicable level of required insurance coverage.
30. The Consultant shall forward to the City proof of insurance in the form of a standard certificate of insurance issued by the insurer or broker within thirty (30) days of execution of this Agreement.
31. The Consultant acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance shall not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.
32. The Consultant agrees to indemnify and save harmless the City, its officers, and employees, from and against any and all losses, damages, tort, claims, actions, causes of action (collectively referred to as "Claims"), or other expenses that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, to the extent they are based upon, arise out of or occur, directly or consequentially, by reason of any negligent act or omission of the Consultant or any agent, sub-consultant, employee, officer, director or contractor of the Consultant pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the City.

Dispute Resolution

33. The City shall be entitled to withhold fees for non-completed work or for amount in dispute. The parties agree to use their best efforts to diligently pursue resolution of any Fees in dispute within thirty (30) days of the City's written notice of dispute. If resolution is not achieved, the Fees in dispute shall be referred to negotiation and mediation in accordance with paragraphs 33 through to 36, inclusive, of this Agreement.
34. The parties agree to use their best efforts to resolve any dispute, claim or controversy, whether based on contract, tort, statute, or other legal or equitable theory arising out of or related to this Agreement, or in respect of any defined legal relationship associated with or from this Agreement (the "Dispute").
35. The parties will make reasonable efforts to resolve any Dispute as follows:
 - (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 14 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; and
 - (c) Litigation – If within 90 days of the 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.
36. The parties agree that the processes above described for settlement of a Dispute will involve disclosing information confidential to the disclosing party. The parties agree to keep confidential all information so tendered, including the fact that these settlement processes are occurring or have occurred, and not to disclose to any party not involved in such settlement processes such information without the prior express written consent of the disclosing party.

Termination

37. The City may at its sole discretion terminate this Agreement at any time by providing thirty (30) days' notice, which notice is to be provided in writing by fax, email or mail.

38. Upon receipt of such written notice, the Consultant shall perform no Consulting Services other than the Consulting Services which the Consultant and the City mutually agree is reasonably required to close the files and return all documents to the City. In the event the Consultant and City cannot mutually agree on what is reasonably required to close the files, the determination and the opinion of the City as to what is reasonably required to close the files shall prevail.
39. If this Agreement is terminated, the Consultant shall be paid for all the Consulting Services performed under this Agreement and shall be compensated for Consulting Services required to close its files as pursuant to paragraph 43.

General Terms

40. This Agreement, including the Schedules and any other documents expressly referred to in this Agreement, contains the entire Agreement of the parties regarding the provision of Consulting Services and no understandings or agreements, oral or otherwise, exist between the parties.
41. In the event of a conflict or ambiguity, the following order of precedence shall apply:
 - (a) Agreement;
 - (b) Schedule A – Consulting Services;
 - (c) Schedule D – Personnel;
 - (d) Schedule B – Fees; and
 - (e) Schedule C – Project Schedule.
42. 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.
43. 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.
44. Neither party may assign this Agreement without the prior written consent of the other party.
45. If during the term of this Agreement, control of the Consultant, being a corporation, is acquired by another corporation or individual or individuals, the terms of such acquisition shall ensure that this Agreement shall be completed. In the event of such an acquisition, the Consultant shall promptly notify the City and the City shall then have the option of terminating this Agreement on thirty (30) days' notice. Such notice shall be given by the City in writing to the Consultant within ten (10) working days of receiving the notification of the change in control.

City of Surrey
per

Authorized Signatory (*signature*)
Engineering Department

Authorized Signatory (*print name*)
Engineering Department

Aplin and Martin Consultants Ltd.
per

Authorized Signatory (*signature*)

Authorized Signatory (*print name*)

SCHEDULE "A"

City of Surrey

CONSULTING SERVICES



Engineering Department

Insert Date of Terms of Reference

SCHEDULE "B"

City of Surrey

FEES



Engineering Department

Insert Date of Consultant Proposal

City of Surrey

PROJECT SCHEDULE



Engineering Department

Insert Date of Consultant Proposal

City of Surrey

PERSONNEL



Engineering Department

Insert Date of Consultant Proposal