



REQUEST FOR PROPOSALS

Title: 2022 Operations & Maintenance Environmental Monitoring & Approvals

Reference No.: 1220-030-2021-061

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

Issuance Date: November 23, 2021

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca **on or before the following date and time**

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

Date: December 14, 2021

(the “Closing Time”).

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

2.2 Information Meeting

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

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the email address set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2021-061

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 and the City Website at www.surrey.ca (collectively, the “**Websites**”), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites 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 the 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 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.

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the “**Evaluation Team**”), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

- (a) Experience, Reputation and Resources – The Proponent’s experience, reputation and resources as applicable to the performance of the Services.

For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

- (b) Technical – The Proponent’s technical proposal for the performance of the Services as outlined in the Proponent’s responses to items in Schedule C-3 and Schedule C-4.

- (c) Financial – The Proponent’s financial proposal for the performance of the Services as described in 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 may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

Notwithstanding any other provision in this RFP, 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 right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs,

expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

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

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: 2022 OPERATIONS & MAINTENANCE ENVIRONMENTAL MONITORING & APPROVALS (PROJECT NO. D-17705)

1. GENERAL REQUIREMENTS

The City of Surrey (the “City”) requires assistance from qualified and experienced environmental consultants (the “Consultant”) to manage the environmental permitting process and environmental site monitoring for the 2022 Operations & Maintenance (the “O&M”) Program, as well as providing on-call environmental services for emergency works throughout the year and conducting stream assessments, as required by City staff.

The Consultant is to conduct the following activities:

- Ground truth and complete stream habitat assessments for the sites on the 2022 O&M list and determine environmental permitting needs.
- Acquire necessary environmental permits (i.e., Notifications/Change Approvals/Authorizations) for the proposed work sites.
- Provide guidance and environmental monitoring services to City crews when works are underway, including Erosion and Sediment Control (“ESC”) measures.
- Obtain required licenses/permits and conduct aquatic salvages, as needed.
- Prepare reports to Fisheries and Oceans Canada (“DFO”), Ministry of Forests Lands and Natural Resource Operations and Rural Development (“FLNRORD”) and the City regarding works undertaken.
- Conduct follow-up visits where necessary.
- Be available to O&M crews throughout 2022 for consultation on emergency construction works.
- Prepare and submit up to three water licence approval packages to FLNRORD.
- Update the Beaver Management Plan, as the current plan expires in June 2022, and provide on-call environmental services to assist with management of beaver dams throughout the City.
- Update the Bridgeview Management Plan, and provide on-call environmental services to assist with management of stormwater in this neighbourhood as needed.
- Develop/deliver classroom training for O&M crews prior to the start of the instream works window to become familiar with the sensitivities associated with various watercourses and legislative requirements for working in and about streams and fish habitat.

The tasks listed above may increase or decrease based on City’s requirements.

Following COVID-19 protocols, provisions to achieve the above objectives in a safe manner and to respect physical distancing guidelines are to be included in the Proponent’s response and implemented per guidance by Provincial Health Authorities.

For general information on the City’s Vaccine Mandate please click on the link below.

[City of Surrey - General info on Vaccine Mandate.](#)

2. SCOPE OF SERVICES

2.1 Environmental Permitting Process

The City requires environmental consulting services to prepare the environmental permits, as required, to support the 2022 Operations & Maintenance Program. Anticipated permitting includes those associated with the following:

- *Water Sustainability Act* - Notifications/Change Approvals through FLNRORD;
- *Fisheries Act* – Request for Project Review submissions through DFO;
- *Wildlife Act* – fish and aquatic life salvages; and
- Other Acts or regulations that may be triggered by the proposed work.

There are four types of watercourses in Surrey and reflected on the City of Surrey Mapping Online System (COSMOS): Class A, A/O, B, C. Class A, A/O and B are considered ‘streams’ as defined under the provincial Riparian Areas Protection Regulation (RAPR) and the *Water Sustainability Act*, and are offered protections under the federal *Fisheries Act*. Works within these streams require permitting from federal and province authorities. Obtaining permits for these sites is a component of this assignment; therefore, a stream habitat assessment will be needed to confirm the actual fisheries sensitivity of the watercourse and surrounding habitat.

Class C streams should undergo desktop review to determine if field verification is required. Given the size of the City and drainage changes that may occur throughout the year, some Class C watercourses may require reclassification. Therefore, a site visit to some Class C watercourses may be required to ensure O&M crew are in compliance with regulatory requirements.

Schedule A-1 provides a map and site list that outline the proposed 2022 maintenance sites; however, due to various circumstances, items on these lists may be added or removed to fit within the prioritized site schedule for 2022.

Due to the large number of maintenance sites that occur within Surrey each year, environmental approvals are to be submitted in batch formats, grouped according to stream type on a watershed and sub-watershed basis. This facilitates a more efficient means of acquiring environmental permits. Permitting applications must also include an overall drawing of Surrey that highlights the watercourse classification map, shows direction of flow, as well as all the proposed work sites highlighted.

The following list identifies key tasks and procedures that should be followed when preparing environmental permitting documents:

- Review of FLNRORD’s “**Guidance for Applications or Notifications for Changes in and about a Stream under the *Water Sustainability Act* in the South Coast Region**”, BMPs and standard clauses.
- Review DFO’s *Fisheries Act* direction regarding projects near water and operations statements.
- In consultation with the City, propose a draft format for 2022 environmental permitting and Best Management Practices (“BMPs”) submissions, and confirm the acceptability of the format with FLNRORD and DFO staff.

- Conduct necessary field work to confirm stream type and fisheries value, including but not limited to review of existing fisheries reports, site photographs, vegetation description and stream classifications.
- Gather representative photos of the proposed sites and include a description and direction the photos were taken.
- Assemble the submissions based on stream type and watershed.
- Notify the City of any stream classification changes that should be reflected on COSMOS. (Clearly show such changes on a figure that depicts the existing classification and the suggested change).
- Develop and submit digital copies of the full draft submissions (including submission form):
 - One submission package for DFO; and
 - One submission package for FLNRORD – there may be a few bundles (i.e., by watershed and classification) depending on the number of sites proposed for 2022.
- Submission packages should be provided to the City for review by **March 14, 2022**. City comments will be received and incorporated within two weeks, and then submitted to the regulatory authorities no later than **April 4, 2022**, to ensure the 45-day waiting period prior to starting work in Class B streams in June (weather dependent) (timeline is subject to change at the City's discretion).
- Ensure any sites that require the original design drawings in relation to the works or new design drawings are submitted to the agencies and that permits are received from the appropriate agencies and forwarded to the City project manager.
- Track the status of the batch applications and maintain contact with DFO and FLNRORD staff regarding the status of the review.
- Arrange for meetings between City staff and agency staff to address issues raised during the review of applications, if required.

2.2 Environmental Monitoring of Maintenance Program

The Consultant will be responsible for the monitoring of each site and ensuring the maintenance works are completed in adherence to the FLNRORD/DFO requirements, including aquatic salvages and erosion/silt control. Monitoring effort to be conducted include, but not limited to, the following:

- Develop a work plan of the acceptable working timeframe associated with each project site based on their sensitivities, salvage needs, site isolation and silt control measures required, as well as, reporting procedures. Provide and advise each Operations manager of the work plan.
- Obtain all necessary DFO and FLNRORD fish collection permits and conduct all fish capture and relocation required. Document numbers and types of species for inventory purposes. Submit fish collection reporting requirements to FLNRORD/DFO, as required.
- Ongoing site coordination with crews throughout the works window to ensure BMPs and monitoring are implemented as needed.
- Submit a report summarizing the 2022 maintenance program to the permitting agencies, as required. This should include pre- and post-maintenance photos of sites in Class A, A/O and B watercourses. One digital copy is to be provided to the Engineering Environment Section.
- In the City's copy, also provide a review of the works season and include what went well, areas needing improvement and possible maintenance methods or program augmentations to consider in future years.

Of paramount importance to this project is the ability of the successful Consultant to work with Operations and construction personnel, whether City staff or contractors, and have staffing capacity to oversee multiple City and contractor work crews simultaneously and in a timely manner. The success of the maintenance program is dependent on fluid team dynamics and being open to a variety of approaches.

2.3 Training of Operations Staff

Operations staff may require classroom training to become familiar with the sensitivities associated with working in and about a stream. FLNRORD and DFO have published BMPs that direct activities in and around fisheries sensitive watercourses to minimize impacts. The City would like the Consultant to develop a maximum 2 hour training session, to provide the following information to City staff:

- Provide relevant background information regarding the federal *Fisheries Act* and provincial *Water Sustainability Act*, *Wildlife Act*, *Migratory Bird Act*, etc. that may have impacts on construction and maintenance activities on various watercourse/waterbody types, as well as frame the City's due diligence requirements and risks associated with non-compliance.
- Review the maintenance window timeframes for the different watercourse classifications.
- Provide scenarios for when instream environmental monitoring would and would not be required.
- Provide examples, with images, of BMPs that can be employed for maintenance works.
- Provide any relevant information to staff that will enable them to make appropriate construction and reporting decisions when performing activities in or around fisheries watercourses.
- Review procedure for if "emergency works" must occur and the monitor is unable to be immediately onsite.
- Speak to site restoration and how a site should be left once works are completed.
- Be available to answer questions pertaining to environmental permitting and monitoring.

The training session will take place at the Central Operations Works Yard, located at 6651 148 St, Surrey, BC (or digitally, depending on provincial mandates), at a date and time agreed upon by the City and the Consultant. The date will occur before the instream work season begins (prior to June 1, 2022). The City's Environment Section should have an opportunity to review the content of the training session prior to training delivery. These will be presented for Environment Section review a minimum of 2 weeks before the scheduled training session.

2.4 Emergency Works Call-out Procedure (Extra)

Throughout the year, Operations personnel are asked to respond to various drainage situations that are not scheduled. Many of these incidents require emergency works to be completed due to public safety hazards during any day of the week or at any time of the day or night (24 hours). FLNRORD and DFO outline a protocol for documenting and reporting emergency work situations. Some examples of emergency projects include debris removal when culvert inlets are fully blocked, road shoulder failures/road washouts, bank failures affecting adjacent properties, and watermain and other utility pipe failures. In addition, the City has water licenses on many of its sediment basins/ponds, facilitating cleaning outside of normal fisheries windows when required for emergency events.

Effort by the Consultant to support emergency works procedures shall include, but not be limited to the following:

- Familiarization with appropriate emergency protocols as articulated by DFO and FLNRORD.
- Development of a contact list for all Operations managers and foremen to use and a protocol to notify pertinent City staff in various departments of emergency works.
- Establishment of a set of requirements for Operations staff to follow if emergency works need to begin in advance of an environmental monitor arriving on-site.
- Provide necessary on-site monitoring during instream works according to FLNRORD/DFO requirements.
- Develop a report to the appropriate environmental agency in advance of, or after the works according to DFO and FLNRORD reporting requirements. Include compensation and mitigation plans, where necessary, according to BMPs and pre- and post-maintenance photos. Carbon copy (cc) the Engineering Environment Section, Engineering Operations Manager, and the City project supervisor to these submission for our records.

2.5 Stream Assessments to Support Permitting of Residential Driveway and Culvert Maintenance/Installations (Extra)

COSMOS is a well-used tool within the City and is of great assistance when planning work in and about a watercourse. However, due to legislative changes and ongoing development that can change stream characteristics, the City requires the on-call service of a QEP to conducted stream assessments to confirm if a watercourse is considered a “stream” and/or “fish habitat” under legislation. These stream habitat assessments will require similar information as those requested for the Operations & Maintenance program. An example of the template used to report findings for this task can be found in Appendix “2”. Upon completion of the stream assessment and reporting, please forward results to the Engineering Environment Section.

2.6 Water Licenses Program (Extra)

The City has a number of sediment ponds, sediment traps, forebays, etc. that require water licenses. The Consultant will work with the City to determine up to three (3) sites that require a water license and work toward submission of the permitting required to achieve a water license for these sites.

2.7 Beaver Management Plan (Extra)

In 2021, a Beaver Management Plan was submitted to FLNRORD to permit “as and when needed” beaver dam maintenance at key watercourses within the City. This plan is in effect until June 2022. The Consultant will update and submit the beaver management plan to cover similar maintenance activities for the remainder of year. The Consultant should discuss the term for the updated plan with the Environment Section prior to submission.

3. OPTIONAL CONTRACT RENEWAL FOR 2023, 2024, AND 2025

It is the City's intent to award this contact for one (1) year with the successful Proponent. Upon mutual agreement of the parties, this agreement may be renewed for an additional three (3) one-year terms. Each contract renewal is subject to satisfactory performance, similar value pricing and available funding. The program is expected to commence on January 3, 2022.

The City is requesting that Proponents provide a cost breakdown for the provision of the same Services for years 2023, 2024 and 2025 as optional pricing within their Proposal. The Proponent should base the cost estimate on the 2022 program as list of sites cannot be provided for 2023, 2024 and 2025 at this time. The 2022 list of scheduled sites and map can be found in Schedule A-1 2022 O&M SITE MAP & LIST OF SITES.

4. SCHEDULE OF COSTS

For the “Environmental Permitting, Monitoring and Training” components of the project, the estimated effort is to be broken down by task. The Consultant is to include charge-out rates for all proposed staff members associated with each of the proposed tasks to be undertaken to complete the project.

The “Environmental Emergency Call Out” component of the project will be done on a time charge basis due to the uncertainty of the works. Please provide key staff members’ names and charge out rates including after-hours charge out rates.

The “Water Licences Program”, “Beaver and Bridgeview Management Plan” and “On-call Stream Assessment” components of the project will be done on a time charge basis due to the uncertainty of the works. Please provide key staff members’ names and charge out rates.

Note that disbursement costs are actual out of pocket costs for the following items, as reasonable incurred by the Consultant, to perform 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 laboratory services. Costs of office supplies and printing, computers, software, telephone, and field equipment are to be covered by the hourly charge-out rates.

5. ESTIMATED TIME SCHEDULE

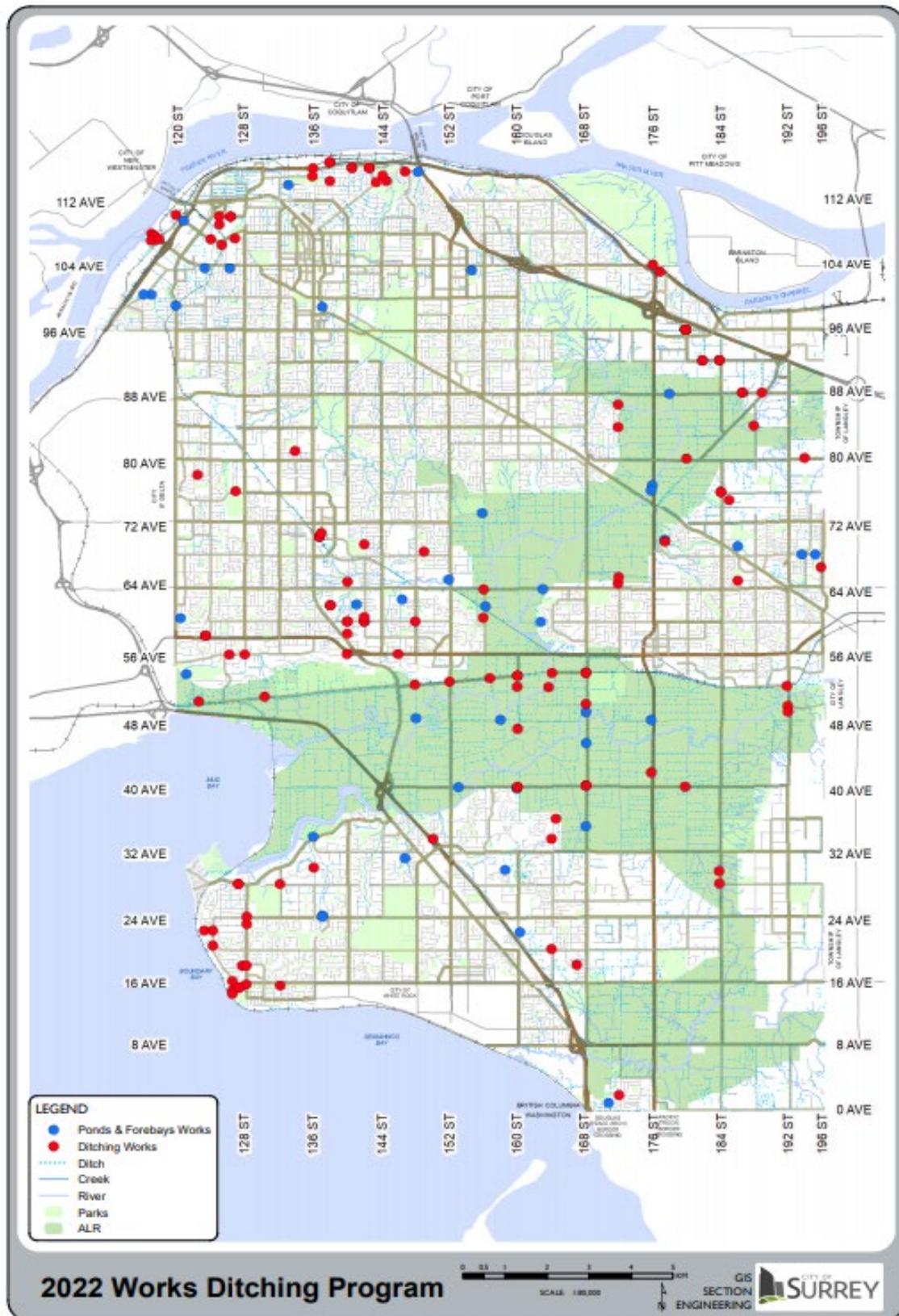
The following is the City’s estimated timeline for this project:

Submission of Proposal	December 13, 2021
Draft FLNRORD/DFO Submission for City review	March 14, 2022
Submission of Final Permitting Document to FLNRORD/DFO	April 4, 2022
Submission of FLNRORD/DFO fish collection permit applications	April 2022
Deliver training to operations staff before June 2022	May 2022
FLNRORD Construction monitoring reports submitted for City Review	November 14, 2022
Construction monitoring reports to be submitted to FLNRORD	December 9, 2022
Summary report for the City on overall maintenance program	December 9, 2022

The City reserves the right to modify this schedule at the City’s discretion.

[END OF PAGE]

SCHEDULE A - 1 2022 O&M SITE MAP & LIST OF SITES



This map is compiled from various sources and is NOT guaranteed as to its accuracy or reliability by the City of Surrey. Source: © GIS Data/C or government/Civil Engineering/Drainage/City/Infrastructure/Work/Works Ditching Program 2022/2022 Works Ditching Program - 11 of 17.mxd
This information is provided for information and convenience purposes only. For more legal descriptions and encumbrances, please refer to the Land Title Office. Cartographer: JK © City of Surrey Date: 16-Nov-2021

Proposed North Surrey Ditching Sites for 2022

Number	Street/RoW	From	To	Length (m)	Roadside
Class A Channels					
1	96 Ave	180 St	18100 Blk.	100	South
2	117 Ave	138 St	140 St	260	South
3	176 St	104 Ave	Big Bend Station	2000	North
4	Dyke Rd	Tannery Rd	10810	100	East
5	Faulkner Rd	Tannery Rd	Pine Rd	150	Both
6	Pine Rd	Faulkner Rd	Dyke Rd	160	North
7	126A St	110 Ave	Scott Rd	600	At Skytrain
8	Daly Rd	17600 Blk.	17800 Blk.	800	South180 St
9	Manson Canal	120 St	104 Ave	420	
10	E. Bon Accord Creek	Surrey Rd	115A St	20	North
11	Colliers Canal	Manson Canal	Armstrong Creek	2100	
AO Channels					
1	96 Ave	180 st	182 St	260	North
2	136 St	116 Ave	115 Ave	340	Both
3	138 St	King Rd	117 Ave	195	Both
4	126A St	110 Ave	110A Ave	80	West
5	Tannery Rd	Timberland Rd	Dyke Rd	360	Both
Class C to B Channels					
1	114A Ave	Currie Dr	Bedford Dr	90	South
2	114A Ave	138 St	13778	12	South
3	115 Ave	Bedford Dr	Currie Dr	140	South
4	116 Ave	140A St	13750	20	South
5	140A St	116 Ave	113 Ave	360	Both
6	Bedford Dr	114 Ave	115 Ave	93	Both
7	McBride Dr	King Rd	114 Ave	323	West
8	109 Ave	125 St	124 St	130	South
9	125A St	106A ave	10530	190	East
10	127 St	107A Ave	104 Ave	290	East
11	96 Ave	176 St	180 St	740	South
12	96 Ave	176 St	180 St	200	North
13	184 St	92 Ave	9450	360	West
14	187 St	9019	50m North of 88 Ave	440	East
15	187 St	9019	50m North of 88 Ave	420	West
16	Harvie Rd	88 Ave	92 Ave	850	West
17	184 St	92 Ave	9450	450	East
18	182 St	92 Ave	9500 Blk.	510	West

Class C Channels					
1	115 Ave	136 St	115 Ave	205	South
2	King Rd	McBride Dr	140 St	800	Both
3	Bridge Rd	Old Yale Rd	11105	135	West
4	Olsen Rd	Old Yale Rd	10942	275	Both
5	124 St	Old Yale Rd	Larsen Rd	240	East
6	125 St	110 Ave	10888	400	Both
7	180 St	Golden Ears	96 Ave	100	East
8	180 St	Golden Ears	96 Ave	120	West
9	182 St	92 Ave	9500 Blk.	600	East

Proposed Central Ditching Sites for 2022

Number	Street/RoW	From	To	Estimated Length (m)	Roadside
Class A Channels					
1	177 St	North Creek	Weir Section	30	North
2	172 St	8550 Blk.	Greenway Dr	115	West
3	Hookebrook Pump Station	BC Hydro Rwy	Forebay at Pump Station	100	West
AO Channels					
1	180 St	80 Ave	83 Ave	580	North
2	12319 & Colebrook Rd	Colebrook Rd	Metro Trunk Line	525	North
3	Behind 15526 & 64 Ave	156 St	15526	190	West
4	North of 16745 & Colebrook Rd.	164 St	168 St	800	South of BC Hydro Rwy
5	6100 Blk. & 156 St	156 St	15500 Blk.	210	West
	168 St	Hwy 10	Colebrook Rd	250	West
6	160 St	Hwy 10	Colebrook Rd	875	Both
Class B Channels					
1	140 St	6581	66 Ave	30	West
2	76 Ave	184 St	192 St	850	North
3	76 Ave	184 St	192 St	1600	South
4	172 St	84 Ave	8600 Blk.	415	West
Class C Channels					
1	81 Ave	13400 Blk.	13450	130	South
2	81 Ave - Lane	80A Ave	81 Ave	105	West
3	127 St	7633	7691	120	West
4	69A Ave	142 St	14276	140	South
5	70A Ave	1368 St	137A St	95	North
6	70A Ave	1368 St	137A St	105	South
7	71 Ave	13650	13750	150	North
8	68A Ave	14970	15000 Blk.	60	South
9	172 St	6533	66 Ave	90	West
10	172 St	65A ave	6730	500	East
11	186 St	65 Ave	68 Ave	580	East
12	196 St	6509	66 Ave	305	West
13	56 Ave	12700 Blk.	128 St	155	North
14	58A Ave	123A St	124 St	55	North
15	58A Ave	123A St	124 St	50	South
16	138 St	6286	6312	80	East
17	138 St	6045	62 Ave	100	West
18	140 St	56 Ave	#10 Hwy	45	West
19	140 St	60 Ave	62 Ave	200	East
20	142 St	6088	60 Ave	80	East
21	142 St	60 Ave	6250	270	West
22	58A Ave	140 St	14100 Blk.	40	South
23	60A Ave	14100 Blk.	142 St	195	Both
24	146 St	56 Ave	57A Ave	160	West
25	148 St	60 Ave	6123	40	West
26	56 Ave	12629	12689	100	North
27	New McLennan Rd	12761	128 St	60	North
28	60 Ave	138 St	140 St	220	South
29	75 Ave	185 St	18550	130	South
30	122A St	Lane W/122A St	7800 Blk.	40	East
31	84 Ave	188 St	18875	125	Both
32	80 Ave	19450	196 St	300	North

Proposed South Ditching Sites for 2022

Number	Street/Row	From	To	Estimated Length (m)	Roadside
Class A Channels					
1	8 Ave	19100 Blk	19400 Blk.	490	North
2	152 St	Colebrook Rd	Serpentine River	110	West
3	Erickson Ditch	40 Ave	3600 Blk.	775	
4	Peacock Brook	Colebrook Rd	Pump Station	1300	
AO Channels					
1	192 St	Colebrook Rd	Nicomekl River	360	East
2	192 St	4900 Blk.	Nicomekl River	250	West
3	52 Ave	164 St	168 St	980	Both
4	High Park Ave	164A St	Logging Ditch	510	North
5	Wills Brook	164A St	Logging ditch	500	North
6	Colebrook Rd	164 St	168 St	810	South
7	148 St	Colebrook Rd	48 Ave	800	
8	5193 & 160 St	160 St	157 St	660	South
9	4179 & Hwy 15	Hwy 15	Burrows Ditch	750	North
10	160 St	Serpentine River	Nicomekl River	1260	Both
11	160 St	Colebrook Rd	Serpentine River	1080	Both
12	160 St	36 Ave	40 Ave	810	East
13	160 St	40 Ave	Nicomekl River	350	
14	40 Ave	168 St	17200 Blk.	1500	Both
15	40 Ave	160 St	168 St	1600	South
16	50 Ave	16200 Blk.	168 St	2400	Both
17	Colebrook Rd	152 St	157 St	680	South
Class B Channels					
1	164 St	16 Ave	20 Ave	1200	Both
2	28 Ave	184 St	18600 Blk.	720	Both
3	29A Ave	180 St	184 St	300	South
Class C Channels					
1	123 St	2100 Blk.	2200 Blk.	65	West
2	126A St	14B Ave	16 Ave	75	East
3	127 St	15 Ave	15A Ave	80	East
4	127A St	17 Ave	18 Ave	100	East
5	14 Ave	126A St	127 St	150	South
6	15 Ave	126 St	127 St	55	Both
7	15A Ave	126A St	128 St	210	North
8	18 Ave	126 St	128 St	360	South
9	22 Ave	123 St	124 St	50	South
10	23 Ave	124 St	128 St	915	Both
11	24 Ave	124 St	128 St	590	Both
12	28 Ave	126 St	127 St	125	South
13	Indian Fort Dr	12300 Blk.	124 St	280	West
14	127 St	26 Ave	28 Ave	480	Both
15	132 St	14 Ave	15A Ave	290	West
16	132 St	26 Ave	2844	550	East
17	136 St	28 Ave	30 Ave	400	East
18	172 St	0 Ave	2 Ave	380	West
19	51B Ave	190 St	192 St	720	Both
20	18 Ave	164 St	16485	220	Both
21	Croyden Dr	150 St	152 St	180	Both

Proposed Pond & Silt Basin Sites for 2022

Pond or Silt Basin	Address	Area
Surrey Lake	7345 & 156 Street	Central
Delta Creek Upper Pond	11722 & River Road	North
Delta Creek Lower Pond	10011 & Grace Road	North
Chantrell Creek	13705 & 24 Ave	South
Eugene Creek Sediment	12171 & 53 Ave	Central
Quibble Creek	9901 & Whalley Blvd.	North
Robson Creek	10368 & 123A St	North
Scott Creek	120 St & 99 Ave	North
Bolivar Creek	13314 & 114 Ave	North
Serpentine River	88 Ave & 17100 Blk. South/Side	Central
Silt Basin	2204 & 160 St	South
Silt Basin	3132 & Semiahmoo Trail	South
Silt Basin	6495 & 152 St	Central
Silt Basin	14886 & 115A Ave	North
North Creek	17733 & 70 Ave	Central
Silt Basin	18590 & 70 Ave	Central
Silt Basin	19511 & 68 Ave	Central
Silt Basin	6058 & Boundary Dr. W.	Central
Guilford Heights Park	15460 & 103A Ave	North
Katzie Park	19373 & 68 Ave	Central
McLeod Park	14115 & 62 Ave	Central
Mountain View Park	15875 & Mountain View Dr	South
Sullivan Heights Creek	146 St & 6350 Blk.	Central
Silt Basin	10031 & 181 St	North

Proposed Forebay Sites for 2022

Location	Address
Erickson Ditch (<i>Irrig</i>)	4800 176 ST
Logging Ditch (<i>Irrig</i>)	16300 44 Ave
64 Avenue	16300 64 AVE
Colebrook Road	4600 136 ST
Hall's Prairie	4800 180 ST
Manson Canal	10676 DYKE RD
Pattullo Bridge	UNDER THE BRIDGE
Upper Serpentine	17800 88 AVE
East Newton	6800 156 ST
Fry's Corner North	7701 176 ST
Nicomekl	4850 168 ST
Panorama	14800 48 AVE
Burrows 1 (<i>Irrig</i>)	4480 168 ST
150 Street	4700 150 ST
40 Avenue	15300 40 AVE
48 Avenue	15800 48 AVE
Coast Meridian	7200 168 ST
Fleetwood	7000 160 ST
Fry's Corner	7627 176 ST
Gray Creek	5100 157 ST
Harvest	6176 156 ST
Hookbrook	16300 60 AVE
Maple Street	3099 MAPLE ST
Old Yale Road	12074 OLD YALE RD
Royal City	11688 126 A AVE
South Cloverdale	4750 171 ST
Burrows 2	3500 168 ST
Chantrell Creek	13700 24 AVE
West Creek	3999 160 ST

SCHEDULE A - 2 STREAM ASSESSMENT TEMPLATE

Site Address/Descriptor			
Date/time of Assessment			
Completed By			
On-Site Weather Conditions			
No. of days since rainfall & approx. amount (mm)			
Current COSMOS Classification			
Description of the water-feature including physical attributes, water source/catchment area, nature of the substrate (include soil core characteristics, if required, to confirm wetland habitats), surrounding vegetation, direction of flow, etc.			
Does the watercourse classification differ from COSMOS?			
If yes, what is the suggested classification? (include map with re-classification limits).			
If the water-feature is a 'stream', classify it consistent with Part 7A of our Zoning bylaw:	Stream Classification (check one)		
	Class A	Class A/O	Class B
	Stream Type: Channelized stream, ditch, natural, large ravine...		
A Professional Statement –stating that in the assessor’s professional opinion based upon the field/site visit they believe the water-feature is/isn’t a ‘Stream’, as defined by the <i>Water Sustainability Act</i> and Riparian Areas Protection Regulation, and is/isn’t considered Fish Habitat, as defined by the <i>Fisheries Act</i>.			

Photographs: (expand as needed)

<p><u>Insert photo</u></p>

Photo 1: Enter description and direction of photo

Photo Location:

<p><u>Insert photo</u></p>

Photo 2: Enter description and direction of photo

Photo Location:

Insert Site Map
Indicate both existing and updated stream classification, as applicable

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: 2022 Operations & Maintenance Environmental Monitoring & Approvals

Reference No.: 1220-030-2021-061

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APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 1A – 2022 O&M SITE MAP & LIST OF SITES

APPENDIX 1B – STREAM ASSESSMENT TEMPLATE

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

2022 Operations & Maintenance Environmental Monitoring & Approvals

THIS AGREEMENT is dated for reference this _____ day of _____, 202_.

AGREEMENT No.: 1220-030-2021-061

BETWEEN:

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

AND:

( **Insert Full Legal Name of Consultant**)
(the “**Consultant**”)

WHEREAS the City wishes to engage the Consultant to provide the Services and the Consultant agrees to provide the Services.

2022 Operations & Maintenance Environmental Monitoring & Approvals

THEREFORE, in consideration of the premises and 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 each party hereby acknowledges), the parties hereby covenant and agree with each other 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 1A – 2022 O&M Site Map & List of Sites;
- Appendix 1B – Stream Assessment Template;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Contractors; 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 January 3, 2022 and terminating on January 3, 2023 (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) one-year renewal periods. 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.

2.7 Pandemic Restrictions

The parties acknowledge that this agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Contractor advises that it is able to proceed with the Services under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor's performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 will apply to new Pandemic Restrictions, which arise after the date of this agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the agreement will remain valid and in force, subject to the terms of the agreement including, without limitation Section 12 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. PERSONNEL AND SUB-CONTRACTORS

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-Contractors

The Consultant will perform the Services using the professional personnel and sub-contractors as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in Section 3.2, the Consultant will not engage any personnel or sub-contractors, 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-Contractors

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-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

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.

Services for Financial Year 2022: \$ _____ which includes GST, for Services provided in accordance with the performance of this agreement throughout the Term commencing on (DATE).

OPTIONAL YEARS 2023, 2024 AND 2025

Services for Financial Year 2023: \$ _____ which includes GST, for Services provided in accordance with the performance of this agreement throughout the Term commencing on (DATE).

Services for Financial Year 2024: \$ _____ which includes GST, for Services provided in accordance with the performance of this agreement throughout the Term commencing on (DATE).

Services for Financial Year 2025: \$ _____ which includes GST, for Services provided in accordance with the performance of this agreement throughout the Term commencing on (DATE).

5.2 Payment

Subject to any contrary provisions set out in this agreement:

- (a) the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include 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-contractor(s) 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 less any deductions for setoffs or holdbacks permitted by this agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
- (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 discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

The parties agree that all Fees as set out in Schedule C-5 will remain in force during the Term. For optional years 2023, 2024 and 2025 and thereafter the Fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items), and do not exceed 2.0% for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

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-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

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

5.4 Records

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

5.5 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

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

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

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

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

- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Consultant will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

7.6 Additional Insurance

The Consultant shall place and maintain, or cause any of its sub-contractors 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, POLICIES, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws and City Policies

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.

The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.

9.2 Codes and By-Laws

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

9.3 Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

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

Attention: <☒ insert contact name>
<☒ insert title>

Business Fax No.: <☒ insert>

Business Email: <☒ insert>

(b) The Consultant (Contract Administrator):

<☒ insert name and address>

Attention: <☒ insert contact name>
<☒ insert title>

Business Fax No.: <☒ insert>

Business Email: <☒ insert>

16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

16.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.11 Signature

This agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

16.12 Compliance with COVID 19 Policy

It is a material term of this agreement that the Consultant, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Consultant's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Consultant will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.

The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

16.13 Enurement

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

[OPTIONAL – SPECIAL CONDITIONS]

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[ INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 1A – 2022 O & M SITE MAP & LIST

APPENDIX 1B – STREAM ASSESSMENT TEMPLATE

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: 2022 Operations & Maintenance Environmental Monitoring & Approvals

RFP Reference No.: 1220-030-2021-061

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

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

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

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

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

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

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

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

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

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

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

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

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

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

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

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

Role	Name	Forecasted Project Days/Hrs.

SAMPLE

Sub-Contractors

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

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

SAMPLE

[END OF PAGE]

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) **Reports:** a list of reports and proposed reporting procedures and requirements that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) **Work Plan:** provide a sample work plan that will be used for the project. Include a detailed description of each project task based on their sensitivities, salvage needs, site isolation and silt control measure, and deliverables as stated in Schedule A.
- (vii) **Training:** a narrative of your proposed training program for City staff, including how to address sensitivities associated with working in and about a stream. Provide a description/sample of a 2-hour training session, including the information provided in Schedule A.
- (viii) **Health & Safety:** a description of your health & safety policy, including Covid-19 protocols, and a written confirmation that all health and safety policies will be followed for the duration of the project. (Provide a copy);
- (ix) **Emergency Work Procedures:** a description of your proposed support emergency works procedure as stated in Schedule A.
- (x) **Environmental and Social Responsibility:** Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction; and
- (xi) **Value Added Services:** The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

[END OF PAGE]

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

1. SCHEDULE OF FEES:

Prices are to include all labour, materials, equipment, tools, supplies, and transportation to faithfully perform and provide the Services as described in this RFP.

TABLE A FEE SCHEDULE (2022)

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Environmental Consultation and Monitoring Work			
	Environmental Permitting Process			
	Training of Operation Staff			
	Materials:			
	Disbursements:			
	Subtotal:			
	GST:			
	TOTAL PROPOSAL PRICE:			

SAMPLE

NOTES:

- The “Environmental Permitting, Monitoring and Training” components of the project, the estimated effort is to be broken down by task.
- The Proponent is to include charge-out rates, including after-hours rates for all proposed staff members associated with each of the proposed tasks to be undertaken to complete the project.

TABLE B: RATES FOR ENVIRONMENTAL EMERGENCY CALL OUT - AFTER HOURS

(As and when required)

Description	Key Staff Names	Straight Time Rate /Hour (excluding GST)
1.		\$
2.		\$

TABLE C: WATER LICENSE PROGRAM, BEAVER AND BRIDGEVIEW MANAGEMENT PLAN AND STREAM ASSESSMENT

The “Water Licences Program”, “Beaver and Bridgeview Management Plan” and “On-call Stream Assessment” components of the project will be done on a time charge basis due to the uncertainty of the works. Please provide key staff members’ names and charge out rates.

RATES FOR WATER LICENSE PROGRAM

(As and when required)

Description	Key Staff Names	Straight Time Rate /Hour (excluding GST)
1.		\$
2.		\$

RATES FOR BEAVER AND BRIDGEVIEW MANAGEMENT PLAN

(As and when required)

Description	Key Staff Names	Straight Time Rate /Hour (excluding GST)
1.		\$
2.		\$

RATES FOR ON-CALL STREAM ASSESSMENT

(As and when required)

Description	Key Staff Names	Straight Time Rate /Hour (excluding GST)
1.		\$
2.		\$

