



REQUEST FOR PROPOSALS

Title: School Travel Planning

Reference No.: 1220-030-2018-039

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

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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

A Proposal should be labelled with the Proponent's name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time
Date: June 8, 2018

(the "Closing Time").

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

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and two (2) copies (three (3) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

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

on or before the Closing Time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended

the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Richard D. Oppelt, Purchasing Manager

E-mail: purchasing@surrey.ca

Reference: 1220-030-2018-039

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

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

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "**BC Bid Website**") and the City Website at www.surrey.ca (the "**City Website**") that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Proponent chooses NOT to submit by email, the Proponent should submit a Proposal in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices.

Please double-side your Proposal.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

- (a) Experience, Reputation and Resources**
The Evaluation Team will consider the Proponent's responses to items (i) to (vi) in Schedule C-2.
- (b) Technical**
The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (x) in Schedule C-3.
- (c) Financial**
The Evaluation Team will consider the Proponent's response to Schedule C-5.
- (d) Statement of Departures**
The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis,

evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

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

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.

- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, 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.

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SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: SCHOOL TRAVEL PLANNING

1. SERVICE REQUIREMENTS

NEW STP SCHOOLS – DELIVERABLES

The City of Surrey (the “City”) seeks an experienced and qualified professional Consultant to coordinate and facilitate the School Travel Plan (STP) process and to develop at three or four public elementary schools that have not previously received school travel planning services (“**New STP Schools**”), during the 2017/2018 school year.

1.1 Project Background

The City’s Safe and Active Schools Program aims to improve road safety near schools and increase the number of students walking and cycling to school.

The City initiated School Travel Planning (“**STP**”) in 2009, as a component of the Safe and Active Schools Program. Since then, we have worked with 32 public elementary schools in Surrey. Participating schools have seen up to a 27 percent increase in the number children using active modes of travel. Some other benefits of the program include:

- Reducing congestion around school, which improves student safety;
- Reducing emissions of greenhouse gases and air pollutants; and
- Helping students develop healthy habits that will stay with them for the rest of their lives.

To learn more about the City’s Safe and Active School Program and STP process, please refer to our “School Travel Planning Handbook and Resource Guide” (Schedule A-1).

2. SCOPE OF SERVICES

2.1 School Recruitment and Registration

The Consultant shall work with the City to select participating schools, including but not limited to:

- Contacting, inviting, and encouraging potential schools to apply to be an STP school (email, phone, and/or in-person meetings with school administration);
- Recommending to the City potential schools on the basis of school interest;
- Completing a STP “school agreement” form for successful schools (terms of reference) and collecting signatures from school administration at each participating STP school; and
- Notifying unsuccessful applicants.

The City will provide an STP application form, school agreement, and shortlist of schools with contact information.

It is anticipated that the Consultant will complete this task on or before June 29, 2018.

2.2 Coordination of Resource Team

The Consultant will establish and coordinate a stakeholder committee with representation from the City of Surrey, School District No. 36, Fraser Health Authority, Surrey RCMP, TransLink, and other stakeholders, to guide the planning process (“**Resource Team**”).

The purpose of the Resource Team is to participate in the development and implementation of School Travel Plans at participating STP schools, in order to improve road safety near schools and increase the number of students walking and cycling to school. Duties of the Resource Team include the following:

- (a) Developing strategies, programs and activities to promote safe, healthy, and environmentally-friendly modes of transportation to and from schools; and
- (b) Assisting with set-up, data collection, action planning, implementation, and ongoing monitoring, by providing expert advice and guidance.

It is anticipated that the Resource Team shall meet no less than three times a year, in addition to STP walkabouts. Each meeting shall be organized and chaired by the Consultant. In addition, the Consultant will be responsible for taking minutes, to be distributed to Resource Team members after each meeting.

The City will provide the Consultant with a list of names and contact information for potential Resource Team members.

2.3 STP Workshop

The Consultant will organize and facilitate a two-hour STP workshop for Resource Team members, New STP Schools, Continuing STP Schools, and any other interested parties (anticipated attendance is 20-30 people). The purpose of this workshop is to provide an introduction to the STP process and highlight available resources.

The STP workshop will be held at the Surrey City Hall located at 13450 104 Avenue, Surrey BC V3T 1V8.. Prior to the workshop, City staff will book the room and arrange for light refreshments. During the workshop, th City staff will provide an overview of the Safe & Active Schools Program, and give a short presentation on the engineering component of the STP program.

It is anticipated that the Consultant will complete this task on or before September 30, 2018.

2.4 Parent Advisory Committee Meetings

The Consultant should attend no fewer than three Parent Advisory Committee (PAC) meetings at each participating school per year, including:

- September/October: Introduce STP process and promote the Family Survey;
- November/December: Present survey results and comments, and invite parents to walkabout; and
- March/April: Review “Best Routes” map and discuss STP-related events.

The Consultant should advise the City of PAC meeting dates (City staff may attend some or all of these meetings). In addition, the Consultant will provide a short written minutes of the discussion for each PAC meeting, including any follow-up items for the City.

2.5 Data Collection & Analysis

The Consultant should conduct two different types of surveys for each participating school, including but not limited to:

- Collecting data on routes to school, mode share, travel behaviours and attitudes using a take-home survey questionnaire that is completed by parents/guardians (“**Family Survey**”); and
- Coordinating with school administration to collect mode share data, i.e. by having teachers record how their students travel to and from school, every day for a week (“**Classroom Survey**”).

The Consultant shall be responsible for collecting and analyzing transportation mode share data, school travel behaviour, and attitudinal information for each participating school. In addition, the Consultant shall also be responsible for:

- Designing draft survey questions;
- Incorporating City comments into a final survey using the City’s template;
- Distributing and promoting surveys;
- Collecting completed surveys;
- Analyzing results and summarizing data in charts and tables;
- Presenting results at walkabouts and PAC meetings; and
- Including final results in School Travel Plan for each participating school.

The City will provide surveys from previous STP schools as examples.

It is anticipated that the Consultant will complete data collection and analysis of the Family Survey and Classroom Survey for each participating school on or before October 19, 2018. Follow-up Family Surveys and Classroom Surveys should be completed approximately one year later, on or before October 19, 2019.

2.6 Walkabout

The Consultant shall facilitate a walkabout at each new STP school.

The purpose of the walkabout is to explore the school neighbourhood, look at well-used routes to school, and brainstorm opportunities to increase active travel to and from school. The walkabout process includes both a walking tour of the neighbourhood and a debriefing session indoors immediately following the tour to discuss issues and potential actions.

In addition, the Consultant shall also be responsible for:

- Selecting dates for walkabouts in coordination with the school administration, PAC members, and Resource Team members (e.g. using Doodle Poll);
- Inviting participants and tracking RSVPs;
- Determining 1-2 route(s) for the walkabout and preparing annotated route maps showing “problem” areas (to be shared with City staff at least one week prior to each walkabout);
- Sending a reminder email to all attendees several days prior to the event;
- Documenting walkabout observations and discussion for School Travel Plan (minutes and photographs with notes); and
- Distributing minutes to walkabout participants.

The City will provide refreshments for each walkabout. In addition, City staff can help facilitate the walkabout by leading one group per school if required.

It is anticipated that the walkabouts for all New STP Schools will be completed on or by December 18, 2018.

2.7 Best Routes Map & Brochure

The Consultant will work with their cartographer to identify best walking and cycling routes to school on a double-sided, full-colour map and brochure ("**Best Routes Map**"), including but not limited to:

- Indicating popular walking and cycling routes to school;
- Identifying major concerns and/or infrastructure requests (for walkabout version of map only);
- Identifying new or planned infrastructure, based on input from City staff;
- Making 1-2 rounds of edits, based on input from City staff; and
- Creating customized messaging for the back side of the Best Routes Map brochure.

The primary purpose of these maps is to provide recommended walking and cycling routes to school, helping children and families choose their best route to school.

In addition, the Consultant shall also be responsible for:

- Printing and delivering Best Routes Map brochures to participating schools (**May 2019**);
- Making minor edits for the September version of the Best Routes Map brochure, if required;
- Printing and delivering Best Routes Map brochures to participating schools (**September 2019**); and
- Printing a poster-sized Best Routes Map for each participating school (**September 2019**).

It is anticipated that a draft version of the Best Routes Map (i.e. front side without messaging) will be available for the walkabouts. An updated draft version including planned infrastructure should be completed on or before **April 15, 2019**, for review by City staff.

Upon request, the City will provide copies of previous Best Routes Maps, which may be used as a guide.

2.8 School Travel Plan with Action Plan

The Consultant will work with each new STP school to develop a comprehensive School Travel Plan for the school including but not limited to:

- Introduction (STP program overview);
- School profile & characteristics (location, size, transportation/safety programs, etc.);
- School travel data (base line data from Family Surveys & Classroom Surveys);
- Travel challenges (qualitative data from Family Surveys & any other consultation);
- School goals (road safety and/or active travel);
- School feedback (comments, suggestions, testimonials, etc.)

- Implementation (summary of completed and planned actions); and
- Appendices:
 - Summary of walkabout observations by location (table); and
 - Action plan with actions, priority and time frame.

The purpose of the School Travel Plan is to document each school's assessment, and to guide implementation of actions to help each school achieve their goals over time.

It is anticipated that a draft School Travel Plan will be completed on or before October 26, 2018, upon completion of the follow-up Classroom Surveys and Family Surveys.

2.9 Coordination of STP Process

The Consultant will coordinate all aspects of the STP facilitation process, including but not limited to:

- Providing regular monthly progress updates to the City (email, supplemented by in-person meetings, as needed);
- Liaising with school administration and PAC (email and/or in-person);
- Providing regular updates for school newsletters;
- Providing information and connecting school administration and PAC with resources, as needed;
- Responding to STP-related correspondence from school administration, PAC, Resource Team members, and other stakeholders;
- Supporting school participation in existing contests and events in collaboration with school administration, PAC, and other stakeholders (e.g. Walk and Roll Week and Bike to School Week); and
- Other tasks, if applicable (Proponent to suggest).

2.10 Coordination with Youth Engagement Component (Option for the City)

TransLink's TravelSmart team provides the youth engagement component of the City's STP process ("TravelSmart Youth Leadership Program").

The Consultant should include provisions for coordinating with TravelSmart staff to support the delivery of the TravelSmart Youth Leadership Program, including but not limited to:

- Liaising with TravelSmart staff to identify and report on TravelSmart action items;
- Coordinating with TravelSmart on dates/timing of TravelSmart Youth Leadership Program;
- Attending TravelSmart events at participating STP schools; and
- Other tasks (Proponent to suggest).

The City reserves the right to decline the above-noted youth engagement component.

3. GENERAL REQUIREMENTS

3.1 Preferred Qualifications

The Consultant should be able to demonstrate, at a minimum, the following:

- Knowledge of the Green Communities Canada School Travel Planning process;
- Experience with school and/or community engagement and facilitation;

- Experience and technical capacity to develop community-based walking and cycling route maps;
- Familiarity and experience with resources necessary to assist school and/or community stakeholder groups in promoting safe and active travel; and

The Consultant's primary role will be to facilitate education- and encouragement-related initiatives.

The City will provide input on engineering- and enforcement related issues and options, and will undertake engineering reviews as required. In addition, the City will provide the Successful Proponent with existing operational/road safety reviews for each participating school to provide context.

3.2 Program Manager Appointment

The Consultant should assign a program manager with experience delivering educational outreach programs, be responsible for delivery of program requirements, oversee program management, and deal with any issues that may arise ("**Program Manager**"). The Program Manager may also facilitate STP program; alternatively a different person may be responsible for the facilitation component of the STP program.

3.3 City Branding

The Consultant shall adhere to the City's "Graphic Standards" (available on the City's website) in all external communications, including but not limited to presentations, documents, and printed materials.

In addition, the Consultant shall use the City's Safe and Active School Program logo and publishing templates for all external communications.

The City will provide a suite of templates in Microsoft Publisher file format.

4. CONTINUING STP SCHOOLS (Optional for the City)

The City is also interested in receiving proposals that include STP facilitation services for up to three schools that have previously participated in STP process ("Continuing STP Schools").

Research shows effects of education and encouragement programs are cumulative, with each additional year of program participation associated with an increase in the proportion of students walking and cycling to school.

Based on the City's experience, staff anticipate that each Continuing STP School would require approximately half (50%) the amount of time and effort of a New STP School.

Deliverables may include but are not necessarily limited to:

- Updating Best Routes Maps;
- Updating School Travel Plans;
- Supporting implementation of School Travel Plan actions, in collaboration with school administration, PAC, and other stakeholders;
- Overseeing data collection and conducting analysis (modal surveys);

- Organizing events to celebrate walking and cycling; and
- Other tasks (Proponent to suggest).

The City reserves the right to decline the above-noted component for Continuing STP Schools.

5. CRIMINAL RECORDS CHECK

5.1 Prior to the assignment of any personnel the Consultant and each of the Consultant's personnel and sub-consultants assigned to work with children and/or vulnerable adults must obtain criminal record check to be conducted by the Surrey RCMP. If you do not reside in Surrey you must obtain a criminal record check at the police office in your home community.

5.2 The Consultant should have a corporate policy in place regarding criminal record checks. The City reserves the right to audit process.

- A current Criminal Record Check for every person on the Proponent's team, including sub-contractors, who will be working in the school environment.

6. REPORTING

The Consultant will provide updates on the progress of the program to the City and ensure that the costs accrued by the program are tracked. Progress reports may include but not limited to:

- Regular monthly progress updates to the City (email, supplemented by in-person meetings, as needed);
- monthly project summaries for each participating school at the end of each month; and
- a final report on the accomplishments and outcomes of the program.

-END OF PAGE-

SCHEDULE A – 1
SCHOOL TRAVEL PLANNING HANDBOOK AND RESOURCE GUIDE



SCHOOL *TRAVEL* PLANNING

HANDBOOK AND RESOURCE GUIDE

A program to engage children
and youth in safe and active
travel to and from school.



As a parent in the neighbourhood for more than five years, it is great to see such a positive impact resulting from efforts made to make our community safer for our children. I see many students walking to school with their parents causing much less congestion in the area around our school.

SURREY PARENT

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My kid shares everything at school with me when we walk home from school.

SURREY PARENT



HOW TO USE THIS HANDBOOK

Children who walk or cycle to school are happier, more alert, and have better concentration in class.

The School Travel Planning Handbook and Resource Guide is a tool for teachers and parents to use as they develop and promote walking and cycling to school programs with children and youth.

In this handbook, you'll find information about the City of Surrey's School Travel Planning (STP) program, which the whole school can participate in. From team building, to getting to know your environment, to setting goals and evaluating success, School Travel Planning is a fun and supportive way to encourage walking and cycling to school.

The program is flexible, with both student-led and parent/teacher-led initiatives available to fit the needs of the school and its students. Each school will work with a trained facilitator to guide you through the program.

Find more information about the City of Surrey's Safe and Active Schools Program, and read about the commitment to active travel made by School Travel Planning alumni at www.surrey.ca/transportation.



What is the Safe and Active Schools Program?

The Safe and Active Schools Program promotes a safe, friendly, and cooperative environment for children and youth to walk or cycle to and from Surrey's schools.

We encourage kids to walk and bike to school through School Travel Planning, infrastructure improvements, bike education, and special events that celebrate and encourage active travel.

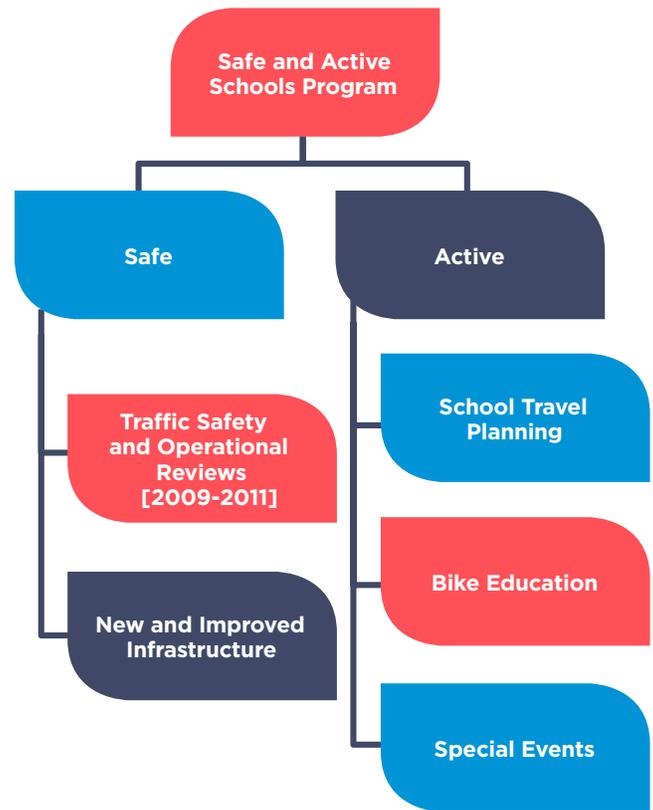
Why?

We want to build a healthier and more engaged community. Walking and cycling helps families stay active and healthy, and kids arrive focussed and ready to learn.

What is School Travel Planning?

School Travel Planning (STP) is a component of the Safe and Active Schools Program. Through this program, the City and its facilitators work one-on-one with elementary schools to promote walking and cycling, improve road safety, and overcome barriers to active travel. We work with each school for at least a year, and sign up new schools in May or June for the following school year.

Active travel can create healthier communities for generations to come.



What is the STP Facilitator's Role?

The STP facilitator is hired by and works on behalf of the City of Surrey to coordinate School Travel Planning. The facilitator guides your school through the STP process, and will

- ▶ **organize and chair meetings,**
- ▶ **give suggestions,**
- ▶ **coordinate surveys,**
- ▶ **analyze survey results, and**
- ▶ **provide a knowledge base of successful STP initiatives in other schools.**

Most STP tasks are coordinated by the facilitator.

THE BENEFITS OF SCHOOL TRAVEL PLANNING



Healthier Kids

School Travel Planning helps students get more physical activity. The Public Health Agency of Canada recommends that children get at least one hour of physical activity a day. A 15-minute one-way trip helps children meet that goal. Parents benefit, too!

Safer Communities

More people walking and cycling means there are more “eyes on the street,” which helps keep our communities safe. It’s an opportunity to get to know your neighbours and make new friends on the way to school. Also, schools tend to be located near parks, so infrastructure improvements benefit the broader community.

Reduces Traffic Congestion

About 20% of daily vehicle trips in Metro Vancouver are to or from school. STP schools generally report a decrease in car travel to school, helping to not only reduce congestion in front of schools, but on all of Surrey’s roads.

Alert Learners

Studies have shown that children who walk or cycle to school are happier, ready to learn, and have better concentration in class.

Reduces Greenhouse Gas Emissions (GHGs) and Air Pollution

Transportation is responsible for the majority (59%) of GHG emissions in Surrey, and transportation emissions from personal vehicles are the single largest source of GHGs. Fewer trips made by car means fewer GHGs and air pollutants, which benefits us all.

Creates Healthy Habits that Stay with Children Forever

Teaching children the value of walking and cycling, and how to walk and bike safely, helps create a safe and healthy community for generations to come.

“

I talk to other parents whose kids are taking the same path to school to meet there so our kids can share the walk to school, and it encourages them to go to school in the morning.

SURREY PARENT

”

THE SCHOOL TRAVEL PLANNING PROCESS



CREATE YOUR TEAM



ASSESS THE SITUATION



DETERMINE YOUR VISION AND GOALS



IDENTIFY AND IMPLEMENT ACTION STEPS



TRACK YOUR PROGRESS

Summary of Tasks & Timelines

CREATE YOUR TEAM		
TASKS	<ol style="list-style-type: none"> 1. STP facilitator and school administration meet 2. Introduction of STP to the Parent Advisory Council 3. Form STP team 4. Workshop for new STP schools and STP alumni 	TIMELINES
		September to October
ASSESS THE SITUATION		
TASKS	<ol style="list-style-type: none"> 1. Family survey 2. Classroom survey 3. STP team meeting to discuss survey results 4. Walkabout 	TIMELINES
		October to December
DETERMINE YOUR VISION AND GOALS		
TASKS	<ol style="list-style-type: none"> 1. STP team meeting to develop a vision and goals (can be combined with the survey results meeting in Assess the situation) 	TIMELINES
		November to December

IDENTIFY AND IMPLEMENT YOUR ACTION STEPS		
TASKS	<ol style="list-style-type: none"> 1. Write your Action Plan 2. Plan your action steps 3. Have fun implementing your action steps! 	TIMELINES
		January and Continuing
TRACK YOUR PROGRESS		
TASKS	<ol style="list-style-type: none"> 1. Conduct “after” family and classroom surveys twelve months after the “before” surveys 2. Conduct a second round of “after” family and classroom surveys twenty-four months after the “before” surveys 3. Complete your School Travel Plan 4. Document participation levels for all action steps 5. Participate in the STP workshop annually 6. Review your Action Plan, goals, and vision annually 	TIMELINES
		Ongoing



CREATE YOUR TEAM

Once the School Travel Planning facilitator has registered your school, you can get to work creating your school's STP team. The team should consist of anyone who is interested in increasing walking and biking or reducing traffic around your school and community. The most important thing is to have a core team of people who are passionate about the work and who see opportunities for improvement.

Your team can consist of:

- ▶ **School principal/vice-principal**
- ▶ **School staff**
- ▶ **Parent Advisory Council**
- ▶ **Parents/guardians**
- ▶ **School crossing guard**
- ▶ **School neighbours**
- ▶ **Students**

In addition, there is a Resource Team consisting of agencies and organizations in Surrey who care about safe and active communities and who are able to help your school. Your STP team can draw on these resources to help develop and implement your School Travel Plan.



The STP Workshop

Each September, the City and its facilitator run a workshop for school administration and all new STP schools, STP alumni, and schools who are interested in participating in STP in the future. The workshop provides an introduction to STP, and a refresher for alumni schools. It includes information on the City's role in STP, an update on STP initiatives at alumni schools, and information on the support and resources that the City and resource team are able to provide.

TASKS

1. **STP facilitator and school administration meet**
2. **Introduce STP to the Parent Advisory Council**
3. **Form STP team**
4. **Attend workshop for new STP schools and STP alumni**

TIMELINE: September to October



ASSESS THE SITUATION

Before you choose new activities to implement, it's important to understand existing behaviour and attitudes in your school. This helps to identify opportunities for walking and cycling to school, and see if there are existing policies or programs at your school that support your work.

Here are some basic data to collect:

- ▶ **Number of students who currently walk or bike**
- ▶ **An assessment of the physical environment (e.g. crosswalks, overgrown hedges, parking restrictions) around the school, including any barriers to active travel**
- ▶ **An assessment of traffic behaviours (e.g. adherence to parking restrictions, U-turns, speeding) around the school**
- ▶ **Whether there are bike racks**
- ▶ **Whether there are crossing guards and where they are posted**
- ▶ **Attitudes about walking and biking to school**
 - **What are the major reasons people do or don't walk and bike?**
 - **Why do they use particular routes?**
 - **What parts of their journey do they appreciate?**
 - **What concerns do they have?**
- ▶ **Existing school policies, such as health or physical activity requirements**
- ▶ **Number of out-of-catchment students and scatter maps of where students live**

Family Survey

The family survey helps measure attitudes about walking and cycling, and what routes families use to get to school. It is taken home and completed by parents.

The STP facilitator prepares and prints the survey forms. The school is responsible for distribution and collection. The facilitator picks up the completed surveys from the school and analyzes the results.

Classroom Survey

The classroom survey records what travel mode (e.g. walking, cycling, carpooling, driving with family only, school bus) each student used to get to and from school that day. It is usually conducted every day for a week by classroom teachers.

The STP facilitator prepares and prints the survey forms. The school is responsible for conducting the survey. The facilitator picks up the completed surveys and analyzes the results.

Walkabout

The walkabout is an opportunity for the resource team and the STP team to explore the school neighbourhood, review well-used routes to school, and brainstorm action steps to encourage walking and cycling. It's important for school administrators and parents to participate.

TASKS

1. **Family survey**
2. **Classroom survey**
3. **STP team meeting to discuss survey results**
4. **Walkabout**

TIMELINE: October to December



DETERMINE YOUR VISION AND GOALS

Vision

A vision statement describes what your school will look like once you have achieved success.

To help set a vision, ask your STP team what the school community will look like after success has been achieved. You can decide how far into the future to go. Five to ten years is a good time range to choose from. Look for common themes the team agrees on, and then have one person refine the statement for the team to approve.

A vision statement is usually one to five sentences and written in the present tense. Good vision statements are:

- ▶ **Attractive**
- ▶ **Bold**
- ▶ **Compelling**
- ▶ **Doable**
- ▶ **Energizing**

Goals

Goals are stepping stones on the way to achieving your vision, and usually project out one to three years.

To set your goals, review your survey and assessment results to find your school's greatest opportunities to increase active travel, and the barriers you'll need to overcome. Choose three to seven specific, measurable goals that reflect your school's situation and will help achieve your vision.

Questions to Help Guide Your Goal-Setting:

- ▶ **What are the biggest opportunities for increasing walking and cycling to school, e.g. partnerships, getting people involved, physical assets (pathways, community meeting points, crossing guards)?**
- ▶ **What would encourage more people to walk and cycle?**
- ▶ **What motivates your school community? Health? Academics? Sports? The environment? Road safety? Community safety?**
- ▶ **What are the opportunities to connect walking and cycling to other school goals and programs?**
- ▶ **What are the biggest barriers to walking and cycling to school, e.g. attitudes, information, physical barriers? How can you overcome them?**

TASKS

1. **STP team meeting to develop a vision and goals (can be combined with the survey results meeting in Assess the situation)**

TIMELINE: November to December



IDENTIFY AND IMPLEMENT ACTION STEPS

Think Education, Encouragement, Engineering, Enforcement, and Evaluation.

For each goal, identify a number of action steps that will help you achieve the goal. The action steps will form your Action Plan, a list of tasks and activities including timelines for your school community. The facilitator will compile the Action Plan and help you plan your action steps.

The Action Plan should be reviewed and revised each year, so it stays current, relevant, and useful. Make sure you identify who is responsible for each of the action steps.

When thinking about road safety, make sure you consider the five E's: education, encouragement, engineering, enforcement, and evaluation. These are the ingredients for a successful School Travel Plan. You don't need to cover all five E's for each goal, but it's important to have a balance across all of your goals and action steps. Each of the five E's supports the rest, and a well-balanced and comprehensive strategy will make your program more sustainable and become a lasting part of how your school community functions.

It's also a good idea to balance ongoing activities and one-off events. One-off events are a perfect way to raise awareness and celebrate walking and cycling, but ongoing activities tend to lead to lasting change.

TASKS

1. Write your Action Plan
2. Plan your action steps
3. Have fun implementing your action steps!

TIMELINE: January and continuing

It's better to walk than drive because there are not enough places to park the cars near the school.

SURREY PARENT



Before STP, I honestly considered removing the bicycle racks last year; no one was using them. Now if this keeps up, I'll be calling the school district instead to add more.

SURREY PRINCIPAL



TRACK YOUR PROGRESS

Evaluation is a very important part of successful School Travel Planning programs. How do you define success for your efforts, and how can you measure or document your progress? Evaluation includes both quantitative information, such as counts of how many students are walking and cycling, and more qualitative information, such as success stories from families who have chosen to walk and bicycle more.

Tracking your progress will help you know when you've met your goals, and help you choose new goals, to keep you on track to achieving your vision.

School Travel Plan

Your School Travel Plan is a report that documents your school assessment and Action Plan, and is used as a guide to help you continue implementing your action steps so you can achieve your goals over time, even as school personnel and STP team members come and go.

TASKS

1. Conduct "after" family and classroom surveys twelve months after the "before" surveys
2. Conduct a second round of "after" family and classroom surveys twenty-four months after the "before" surveys
3. Complete your School Travel Plan
4. Document participation levels for all action steps
5. Participate in the STP workshop annually
6. Review your Action Plan, goals, and vision annually

TIMELINE: Ongoing

Resources

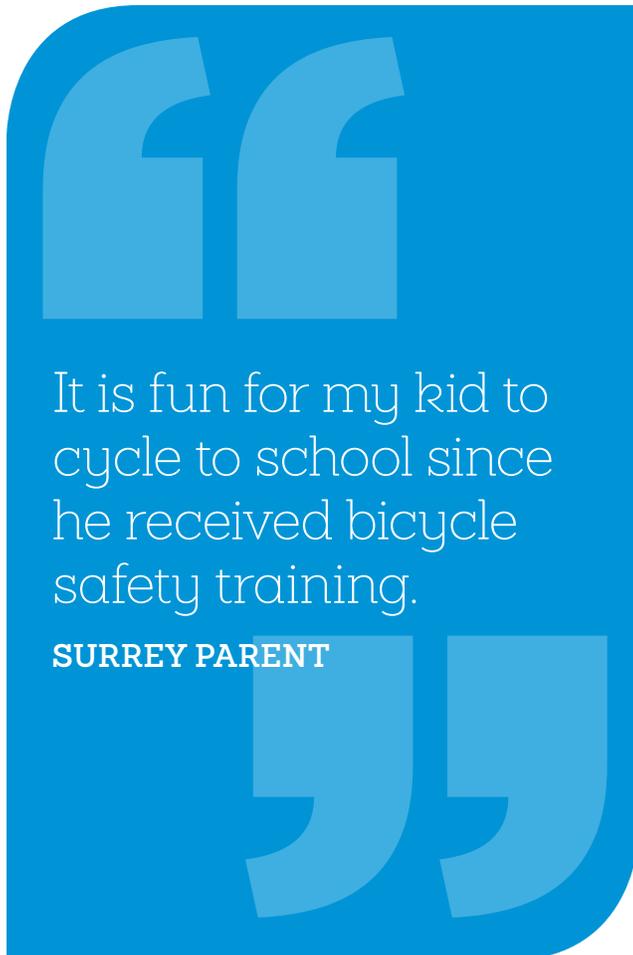
EDUCATION

ENCOURAGEMENT

ENGINEERING

ENFORCEMENT

EVALUATION



It is fun for my kid to cycle to school since he received bicycle safety training.

SURREY PARENT

EDUCATION

Education is a key part of STP: Education about STP and why it matters, but also education to improve safety. Education helps build support and buy-in among students, parents, and teachers.

To craft educational messaging, first identify your goals and audiences. Are there informational barriers to overcome before more families choose to walk or bike? Do people need to know more about the benefits of walking or cycling? Do they need tips so they can walk and bike safely? Do a lot of parents drive to school and wait in their cars for their children with the engine idling?

There are many ways to spread the word about active travel:

- ▶ **School website and newsletters**
- ▶ **Whole-school assemblies**
- ▶ **In-class discussions**
- ▶ **Morning announcements**
- ▶ **Poster campaigns**
- ▶ **Presentations or events for parents**

Best Routes to School Maps

Best Routes maps provide recommended walking and cycling routes to school, helping parents and children choose their best route to school. Using the information gathered in the school assessment, the STP facilitator will create maps for distribution in the late spring, and again in the following September. Poster-sized copies of the map will also be printed and available for use in the classroom or school foyer as part of an informational display.

Bike Training

The City of Surrey will fund in-class and on-bike training for several classes at your school. The program teaches bike safety and helps build confidence in young cyclists. Your school will be contacted by the City's cycling education facilitator to schedule the training.

Youth Leadership Program

In this integral part of STP, a facilitator works with a group of intermediate students to teach leadership skills through promoting road safety and the importance of active travel. This program runs in the springtime, and includes eight to ten in-class sessions with the students. Students learn about active travel and plan a school assembly or other event to help inspire change among their schoolmates. The facilitator will contact you to schedule the sessions.

School Road Safety Brochure

The City has a brochure that helps explain how everyone has a part to play in keeping our school zones safe. It includes safety tips for walking, cycling, and driving, and provides reminders about the meaning of traffic and parking signs around schools. It's available online at www.surrey.ca/transportation, and hard copies are available by contacting the City at transportation@surrey.ca or (604) 591-4853.

ICBC Road Safety Curriculum

Available from ICBC are curriculum packages, including lesson plans, worksheets, and DVDs, that teach pedestrian, cyclist, and passenger road safety for elementary school students. More information is available at www.icbc.com/4teachers.

TravelSmart for Schools Transportation Workshop

TransLink's TravelSmart program provides free 90-minute workshops for grades six and seven students that explain how to use transit and plan trips, and information on the importance of sustainable transportation options such as cycling, walking, carpooling and transit. Call (778) 375-7790 or e-mail info@travelsmart.ca for more information or to book a workshop.

ENCOURAGEMENT

Encouragement is closely tied to education, but is more focussed on raising awareness, getting people to try walking and biking to school, and celebrating and rewarding people's efforts.

Examples of encouragement campaigns include:

- ▶ **Participating in the Metro Vancouver Bike to School Week (last week of May)**
- ▶ **Participating in Surrey's Walk and Roll Week (in October)**
- ▶ **Creating a Walking Wednesday program, where incentives are used to encourage walking and cycling**
- ▶ **Forming Walking School Buses or Bike Trains, where a group of students walk or bike to school together, supervised by one or more adults**
- ▶ **Holding a bike rodeo or parade**
- ▶ **Having interdivisional challenges**
- ▶ **Tracking how far a class has collectively walked or biked over the course of a week, month, or year**

In addition to the suggestions above, you can find lots of ideas that other schools in Canada and the USA have used at:

- ▶ www.saferoutestoschool.ca
- ▶ www.saferoutesinfo.org
- ▶ www.walkbiketoschool.org

“

My children enjoy walking to school; even in the rain they put their rain boots on and take an umbrella.

SURREY PARENT

”

ENGINEERING

Engineering strategies include planning and implementing physical improvements that improve safety and make it more attractive to walk and bicycle to school. Infrastructure improvements can vary widely in scope—from adding a “No Parking” sign to building a sidewalk—which have very different costs and implementation timeframes.

Engineering improvements tend to work best in combination with other strategies from the five E’s. For instance, drivers are much more likely to obey a “No Stopping” sign if they understand (a) what it means and (b) why it was installed. It’s important to understand that sometimes improving pedestrian safety can lead to inconvenience for drivers, for example by restricting parking or stopping. However, a key message is that children’s safety is more important than personal convenience.

Implementation

Before making any infrastructures changes, the City conducts an engineering evaluation, as sometimes installing things like all-way stops and crosswalks, in locations where they’re not warranted, can actually lead to a reduction in road safety.

Larger engineering infrastructure projects can also take several years to install, as they tend to be very expensive. For instance, a new sidewalk and curb on a local road costs around \$1000 per metre.

Requests for New Infrastructure

Usually requests for infrastructure improvements come up during the family survey and the walkabout. Upon receiving the request, City staff will conduct an engineering evaluation (which may take several weeks or months) and determine the level of intervention needed, and any associated timeframe. The facilitator will forward your questions to the City, but your principal can also contact the Transportation Division directly by telephone at (604) 591-4225 or by e-mail at traffic@surrey.ca. Information on parking signage, crosswalks, sidewalks, and traffic calming is also available at www.surrey.ca/transportation.

Road Safety Advisory Committee

Part of the mandate of the City of Surrey’s Road Safety Advisory Committee is to plan and facilitate school-related safety measures, programs, and initiatives for all travel modes. School concerns, such as jaywalking issues, the provision of crossing guards, and crosswalk requests, are regularly reviewed by the Committee. The Committee includes representatives from the City’s Transportation Division and By-law Enforcement Section, the RCMP, the Surrey School District, and ICBC.

City of Surrey Service Requests

You can submit service requests to fix road or park maintenance issues, such as potholes, burned-out street lights, or litter or dumping issues from your smartphone. The Surrey Request app is available for iPhone and Android, and online at cosmos.surrey.ca/apps/servicerequest for other devices. To submit a request by phone, call (604) 591-4152.

ENFORCEMENT

Enforcement strategies help reduce unsafe behaviours by all road users, and encourage all road users to obey traffic laws and share the road safely. Enforcement can also help improve community safety and personal security. However, enforcement is very time-intensive and costly, so it is best used strategically in conjunction with the other strategies from the five Es.

BCAA School Safety Patrol

BCAA provides training and equipment to enable students, under the supervision of an adult, to patrol a crosswalk within the school zone. This program helps draw attention to the school zone and crosswalk, supports road safety, and helps teach road safety and responsibility to students. More information is available at www.bcaa.com/road-safety.

Adult Crossing Guard

Volunteer adult crossing guards can be requested from the Surrey School District. They are typically stationed at busy crosswalks in sight of the school during the morning school arrival and afternoon dismissal times. Requests for crossing guards should be sent to the School District, and are usually evaluated by the City's Road Safety Advisory Committee.

Speed Watch

Speed Watch checks are operated by trained volunteers, who use radar to measure vehicle speeds and display them on large electronic boards. The volunteers record the speeds and forward them to the RCMP and ICBC. Speed Watch is very good at drawing attention to school zones, and promoting slower speeds.

More information is available at surrey.rcmp.ca or by calling the Crime Prevention Coordinator at your local RCMP district office:

City Centre/Whalley
604-502-6287

Guildford/Fleetwood
604-502-6509

Newton
604-502-6560

Cloverdale/Port Kells
604-502-6265

South Surrey
604-599-7862

Parking Enforcement

Before asking for enforcement of parking restrictions along your school frontage, especially if the restrictions have just changed, it's a good idea to remind parents of what the restrictions mean and why they're in place. Then, after a suitable grace period (typically four to six weeks) for parents to get used to the restrictions and find alternatives, the City's By-law Enforcement Section is able to attend, at the school principal's request, to enforce the signage. Because of high demand, enforcement officers aren't able to attend each school frequently. Request parking enforcement by phone at (604) 591-4352 or by e-mail at parkcomplaint@surrey.ca.

Block Watch

Block Watch is a program run by the Surrey RCMP to help neighbours watch out for neighbours. It aims to get citizens involved in discouraging and preventing crime at the local level.

More information is available at www.blockwatch.com or by calling the Crime Prevention Coordinator at your local RCMP district office:

City Centre/Whalley
604-502-6287

Guildford/Fleetwood
604-502-6509

Newton
604-502-6560

Cloverdale/Port Kells
604-502-6265

South Surrey
604-599-7862

Observe it. Report it.

Reporting crime matters. Sometimes people question whether it's worth reporting minor incidents or potential incidents, but the RCMP need that information to be more effective. They analyze and assess all reported crimes to identify crime trends and public safety issues, which allows the police to make informed decisions on resource deployment and crime reduction initiatives. Report a crime by calling 911 (for emergencies), (604) 599-0502 (for non-emergencies), online at www.surrey.rcmp.ca, in person at any RCMP office, or anonymously at www.solvecrime.ca or 1-800-222-8477.

Unsightly Properties

Unsightly properties include those with an accumulation of junk, discarded materials and garbage, dead landscaping, uncontrolled growth of landscaping, or deterioration of fences and buildings. If you're concerned about unsightly properties in your neighbourhood, you can file a complaint with the City's By-law Enforcement Section by phone at (604) 591-4370 or on the Surrey Request app on your iPhone or Android, and online at cosmos.surrey.ca/apps/servicerequest for other devices.

EVALUATION

Evaluation is built in to the STP process, through conducting “before” and “after” family and classroom surveys, but be sure to keep track of the results of each of your action steps, too. Pictures are a great way to record, celebrate, and advertise for next year’s events!

Here are some questions to guide the development of your evaluation plan:

- ▶ **What numbers (quantitative information) do we want to collect?**
- ▶ **What stories (qualitative information) do we want to collect?**
- ▶ **What are the best collection methods for our community?**
- ▶ **Which action steps had the biggest impact on walking and cycling?**
- ▶ **How often should we measure our progress?**
- ▶ **How will we keep track of and communicate our progress?**

Here are some statistics from past Surrey STP schools:

- ▶ **14% increase in walking and cycling to school – K.B. Woodward Elementary**
- ▶ **10% reduction in daily driving to school – Fraser Wood Elementary**
- ▶ **23% of parents drive to school less often – Hazelgrove Elementary**
- ▶ **Carpooling increased from 5% to 12% of students – Berkshire Park Elementary**

“

My child and I walk to school every day. It takes fifteen minutes from home to school by foot. We can breathe fresh air and enjoy the beautiful view along the road. It’s always happy things for us.

SURREY PARENT

”

“

Thank you for everything. There have been great changes to our school to increase student safety and community.

SURREY PARENT

”



STP has heightened awareness in our school community that traffic is everyone's issue and that the best way to solve it is to become an active traveller.

SURREY VICE-PRINCIPAL

A COMPONENT OF:



safe & active **SCHOOLS PROGRAM**

CITY OF SURREY

www.surrey.ca/transportation



SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: School Travel Planning

Reference No.: 1220-030-2018-039

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APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

SCHOOL TRAVEL PLANNING

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

AGREEMENT No.: 1220-030-2018-039

BETWEEN:

CITY OF SURREY
13450 - 104 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 Services in connection with

School Travel Planning

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Consultant agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

"Disbursements" has the meaning set out in section 5.3;

"Dispute" has the meaning set out in section 14.1;

"Fees" has the meaning set out in section 5.1;

"Indemnitees" has the meaning set out in section 7.1;

"Invoice" has the meaning set out in section 5.2(a);

"Services" has the meaning set out in section 2.1;

"Term" has the meaning set out in section 2.5; and

"Time Schedule" has the meaning set out in section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

Appendix 1 – Scope of Services;
Appendix 2 – Fees and Payment;
Appendix 3 – Time Schedule;
Appendix 4 – Personnel and Sub-Consultants; and
Appendix 5 – Additional Services.

2. SERVICES

2.1 Services

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”).

2.2 Amendment of Services

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

2.3 Additional Services

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

2.4 Standard of Care

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant’s experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.5 Term

The Consultant will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the “**Term**”). <Insert the term of the agreement>

The City may at any time prior to 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 two (2) one-year terms. 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.

Portions of the renewed agreement(s) may be modified to reflect ongoing improvements and new requirements of the program. Each contract extension is subject to budget approval by the City.

2.6 Time

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

3. PERSONNEL

3.1 Qualified Personnel

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Consultants

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

3.3 Replacement of Personnel or Sub-Consultants

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

3.4 Sub-Consultants and Assignment

Except as provided for in section 3.2, the Consultant will not engage any personnel or sub-consultants, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

3.5 Agreements with Sub-Consultants

The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

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

5. FEES

5.1 Fees

The City will pay to the Consultant the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.

Fees, Disbursements, and GST will not exceed the amount of **<insert contract price in numbers>** without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Consultant will submit a **monthly** invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Consultant's name, address and telephone number;
 - (3) the City's reference number for the Services; P.O. # **(to be advised)**
 - (4) the names, charge-out rates and number of hours worked **in the previous month** of all employees of the Consultant and any sub-consultants that **has/have** performed services during the previous **month**;
 - (5) the percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;

- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its Final Report to the City; and
- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

Name: _____
 Address: _____

5.3 Disbursements

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

For greater certainty, costs of general management, non-technical supporting services and general 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-consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

7.7 Waiver of Subrogation

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

- (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
- (b) If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (f) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

If the Consultant is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other 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
**Engineering Department, Transportation Division,
Transportation Planning Section**
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: **Brian Haney**
Transportation Planner

Business Fax No.: **604-591-8693**
Business Email: brian.haney@surrey.ca

(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 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.

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[INSERT NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: SCHOOL TRAVEL PLANNING

RFP Reference No.: 1220-030-2018-039

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

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

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 Goods and Services are subject to GST, the Consultant's GST Number is _____; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (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 (3) 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):

Note: key personnel should be available from the time of commencement for a minimum period of one (1) year to ensure continuity. At minimum, identify the background and experience of the following personnel:

- a) Program Manager, as defined in Schedule A—Scope of Services; and
- b) Program facilitator(s).

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

 Dates: _____
 Project Name: _____
 Responsibility: _____

Project Approach – Team Roles

- (v) 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.

Sub-Consultants

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

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

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

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

- (i) A narrative that illustrates an understanding of the City's requirements and Services for New STP Schools as described in Schedule A – Scope of Services.
- (ii) A description of the general approach and methodology for the Services for Continuing STP Schools. Provide a rationale for the proposed deliverables (e.g. how do they support STP program objectives?).
- (iii) Details of relevant technical experience:
 - (a) Describe experience with school and/or community engagement and facilitation;
 - (b) Describe the proposed survey methodology, including types of questions and format of reporting; and
 - (c) Describe experience developing walking and cycling maps.
- (iv) Identify any software that will be used to create maps, reports, and other materials
- (v) Additional information on proposed tasks for coordination of STP process and coordination with youth engagement component as specified in Schedule A sections 3.9 and 3.10.
- (vi) Sample documentation for the following as appendices, if available:
 - (a) A sample of a previous transportation-related survey designed by the Proponent;
 - (b) A sample of a previous travel planning map designed by the Proponent; and
 - (c) A sample of a previous travel plan created by the Proponent.
- (vii) A detailed description of implementation and monitoring procedures that the Proponent will use to ensure that key personnel are performing to the standards expected. Describe what you would use to track and improve quality of service. What management tool will be used to control project costs;
- (viii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (ix) Describe how the Proponent will measure the success of STP for each school; and

- (x) A description of value-added, innovative ideas and unique services that you can offer to implement City's requirements relevant to the scope of services described in this RFP.

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

1. In a section titled "Financial Proposal", provide full details of the Proponent's proposed fee schedule, excluding taxes, including the basis of calculation for each participating STP school. Use the following tables (or similar).

Table A – Fee Schedule for Each New STP School:

Item No.	Deliverable	Hours			Total Hours	Total Fees	Total Disbursements	Total Price
		Person A	Person B	Person C				
		Hourly Rate	Hourly Rate	Hourly Rate				
1	Recruitment & Registration							
2	Coordination of resource team							
3	STP Workshop							
4	PAC Meetings							
5	Data collection & Analysis							
6	Walkabout							
7	Best Routes Map							
8	School Travel Plan/Action Plan							
9	Coordination of STP Process							
10	Coordination with youth engagement component							
TOTAL FOR EACH PARTICIPATING SCHOOL								
Maximum fees and fixed disbursements, excluding taxes								

Table B – Fee Schedule for Each Continuing STP School (Optional):

Item No.	Deliverable	Hours			Total Hours	Total Fees	Total Disbursements	Total Price
		Person A	Person B	Person C				
		Hourly Rate	Hourly Rate	Hourly Rate				
1	Recruitment & Registration							
2	Coordination of resource team							
3	STP Workshop							
4	PAC Meetings							
5	Data collection & Analysis							
6	Walkabout							
7	Best Routes Map							
8	School Travel Plan/Action Plan							
9	Coordination of STP Process							
10	Coordination with youth engagement component							
TOTAL FOR EACH PARTICIPATING SCHOOL								
Maximum fees and fixed disbursements, excluding taxes								

Table C – Total Price for New and Continuing STP Schools per School year:

School Year	Total for Each Participating School	Estimated Number of Participating Schools	Total Price per School Year
2018-2019		4	
		2	
2019-2020		4	
		2	
2020-2021		4	
		2	
GRAND PROJECT TOTAL			
Maximum fees and fixed disbursements, excluding taxes			

1. Additional Expenses:

Indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements (e.g. printing and travel) set out above.

2. Payment Terms:

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