



REQUEST FOR PROPOSALS

Title: Scott Road Safety Study

Reference No.: 1220-030-2021-034

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

Issue Date: June 15, 2021

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time
Date: July 6th, 2021

(the “Closing Time”).

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

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

2.2 Information Meeting

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

When: 22, June, 2021

Where: via Microsoft Teams, link will be forwarded via e-mail

Time: 2:30pm – 4:00pm

Please confirm your attendance by emailing purchasing@surrey.ca to register. Include the solicitation ID and the title of the solicitation in the subject line with email detailing the name(s) and email address(es) of those who will be attending. On the morning of the information meeting, the City will send the Microsoft Teams invite to those who have registered. If possible, please also submit any questions you have in advance to purchasing@surrey.ca.

Following the Information Meeting, if the City Representative deems necessary, will issue an addendum to this RFP.

Note: No minutes of the information meeting will be provided.

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Richard D. Oppelt, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2021-034

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

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

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

- (a) **Experience, Reputation and Resources** – The Proponent's experience, reputation and resources as applicable to the performance of the Services. For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.
- (b) **Technical** – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.
- (c) **Financial** – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.
- (d) **Statement of Departures** - The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

4.3 Discrepancies in Proponent's Financial Proposal

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

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

- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or

- (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 Reservation of Rights

Notwithstanding any other provision in this RFP, this RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

5.2 Proponent's Expenses

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

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

which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

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

SCHEDULE A - SCOPE OF SERVICES

1. INTRODUCTION

The City of Surrey and the City of Delta are seeking to retain the services of a professional consultant (the “Consultant”) to conduct a corridor safety review for the 120 Street corridor from 64 Avenue to 96 Avenue.

The Consultant will provide the following services in accordance with the information provided within this Terms of Reference document:

- General project management duties which include but are not limited to quality control, communications and time management;
- Review concept design drawings being developed (50% available mid-June) for the corridor as part of the R6 RapidBus Corridor Design and provide comments;
- Site visits of existing infrastructure;
- Traffic analysis to support countermeasure implementation and R6 concept drawings;
- Completion of cost-benefit analysis to justify proceeding with detailed design and the construction of recommended countermeasures;
- Development of detailed report; and
- Modify report as needed in consultation with project team.

2. PROJECT BACKGROUND

120 Street is a major arterial roadway and shared municipal boundary for the two municipalities. This project will be a joint study of ten key intersections undertaken by both municipalities to improve safety and operation of this corridor.

The City of Surrey's Vision Zero Team was established in 2018 and is working to reduce serious injuries and fatalities to zero on our roads. The City of Delta has also received Council support to develop a Vision Zero strategy to achieve a safer transportation network. Vulnerable road users such as pedestrians and cyclist in the City have the highest burden of injury. As part of the Vision Zero mandate, there is a strong alignment with providing safe active transportation facilities, and it is important that this assessment, safety, and traffic components, consider the active transportation facilities.

Phase Two of TransLink's 10-Year Vision, approved by TransLink's Board and the Mayors' Council on Regional Transportation on June 28, 2019, included the approval of the R6 RapidBus route along Scott Road/120 Street. Project planning for the R6 RapidBus Corridor is currently underway with TransLink and service is anticipated to be launched in 2023.

The section of 120 Street between 64 Avenue and 96 Avenue is the City of Delta's most significant killed and seriously injured (KSI) hot spot area, and also has five of Surrey's Top 50 Vision Zero Intersections. The timing of this project for 2021 is critical as it:

- Allows time for the study findings to be incorporated into detailed designs for this corridor before 2022.
- Aligns with current work underway related to bus speed and reliability on a section of this corridor (72 Avenue to 96 Avenue).

3. SCOPE AND EFFORT

The consultant will provide project support services in reference to the corridor safety review of 120 Street. The scope of work includes the following elements:

- Undertake site visit(s) to assess corridor conditions.
- Review of the R6 (50%) RapidBus concept designs and provide comments on the safety impacts, and propose modifications where necessary;
- A detailed assessment of current collision trends, corridor operations, and geometric designs of the corridor.
- Identify recommended countermeasures to address safety issues identified.
- Conduct a traffic analysis to assess existing conditions and impact of countermeasures.
- Propose multi-modal corridor designs that reflect the current best practices in safe road design with consideration of all nearby projects. It is expected, at minimum, that proposed countermeasures at intersections will be provided in a concept drawing.
- Proposed countermeasures must be compatible with R6 project goals (of which safety is the primary consideration).
- Advise on possibility of speed limit reductions along this corridor.
- Conduct a cost-benefit evaluation of proposed corridor improvements.
- Identify additional crossing opportunities for improved pedestrian connections near RapidBus stops and high density nodes along the corridor.
- Development of detailed report.

The key intersections (High Collision Intersections in bold) identified in this project are:

1. **120 Street / 96 Avenue**
2. 120 Street / 92 Avenue
3. **120 Street / Nordel Way**
4. 120 Street / 86 Avenue
5. 120 Street / 84 Avenue
6. **120 Street / 80 Avenue**
7. 120 Street / 75A Avenue
8. **120 Street / 72 Avenue**
9. 120 Street / 70 Avenue
10. **120 Street / 64 Avenue**

Given the tight timeline of the project (illustrated in section 16) which is needed to provide recommendations for the R6 Corridor Project, it is asked that the Consultant:

1. Focus on providing recommendations for the intersections within the R6 Corridor Design first (72 Avenue to 96 Avenue); and
2. Recommendations that affect the R6 Corridor Design are provided by **September 13th, 2021.**

4. VISION ZERO SURREY REQUIREMENTS

In Surrey about 20 people are killed and at least 12,000 people are injured in collisions every year. The scale of the social costs and impacts of these losses, although difficult to measure, is unacceptable. A step change in approach was recognized as being paramount and the Vision Zero Surrey Safe Mobility Plan was developed to work towards the City of Surrey establishing itself as a Vision Zero City. The mission of Vision Zero Surrey is to have zero people killed and seriously injured on its roads and that human life is valued above all else in the transportation network. Vision Zero makes system-wide changes that ensure the inevitable nature of human fallibility is accommodated within the design of our road networks so that when humans fail, it does not end in death or injury. It uses the established Safe Systems Approach to implement road safety interventions and moving forward, all transportation designs are required to consider and create designs compatible to Safe Systems.

The Safe Systems Approach is a holistic view of the road transport system that considers interactions among roads and roadsides, travel speeds, vehicles, and other road users. It is inclusive and considers the safety of all road users, primarily focusing on vulnerable road users (e.g. pedestrian and cyclists). The four pillars of the approach include Safe Roads, Safe Speeds, Safe Road Users and Safe Vehicles.

The City envisions, among other features, narrower lanes, greater visibility at intersections, safer crossings, more prominent pavement markings, physical barriers where applicable for greater protection by pedestrians and cyclists, etc. The City recognizes that all users play a role in the safe operation of the road network. Nevertheless, the two key pillars that are most relevant to road design are the following:

- **Safe Roads Pillar** – Safe Roads are designed to reduce the risk of crashes occurring and the severity of injury should a collision occur. Safe road interventions reduce the likelihood of high-speed collisions, protect road users from side impact and head-on collisions impacts, and focus on the safety of our most vulnerable road users.
Design Implications: Designers must recognize that safety needs to be the primary factor influencing decisions of what intersection improvements are made, and that efficiency and safety are not incompatible. Collisions impact the reliability of roadways for all road users and reinforce that safety needs to be a top priority.
- **Safe Speeds Pillar** - Travel speeds are the fundamental factor in collision likelihood and severity, with the risk of death and injury increasing as travel speeds increase. Research has shown that a pedestrian hit at 30 kilometres per hour has a 90 percent chance of surviving, while at 55 kilometres per hour, they have only a 10 percent chance.
Design Implications: Speeds must be managed primarily through road design, especially in areas where vulnerable road users are present, or at locations where side impact and head on collisions remain possible. Designers must recognize that road design greatly affects road user behaviours and often has more influence on travel speeds than speed limits.

Four focus areas were established as part of the Vision Zero Surrey Safe Mobility Plan: Victims of Harm, Locations of Harm, Perpetrators of Harm and Equity. Three of the four focus areas are highlighted below as they provide essential background regarding collision trends:

- **Victims of Harm** – are vulnerable road users that include pedestrians, cyclists, and motorcyclists. They have the highest burden of injury in Surrey as they make up 5% of all road users but are involved in 50% of serious injury collisions.
- **Perpetrators of Harm** – Surrey’s collision data shows that certain road user behaviours tend to increase collision risk and collision severity. Contributing factors include distracted driving, speed, environment and impairment.
- **Locations of Harm** - As much as 65% of all injury collisions in Surrey take place on only 5% of its roads. Furthermore, almost 80% of injury collisions take place at intersection locations so these locations are prioritized to receive immediate and enhanced safety improvements.

The cost of collisions is a considerable burden to our community. These costs are spread across the whole system. They range from loss of human life, impacts on first responders, the health system, and impacts on the reliability in the road network. Designing safe roads is critical so we can ensure a safe transportation system for all. We all need to be accountable for road safety and understand that safety on our roads is a shared responsibility between system designers, system maintenance, and all road users.

As such, Vision Zero Surrey principles require designers to incorporate and prioritize human life and safety within their designs so that we can reverse the upward trend in injury collisions, and work towards our goal of ending traffic deaths and injuries in our City.

5. PROJECT MANAGEMENT AND COMMUNICATIONS PLAN

The Consultant is expected to deliver a project management plan that outlines how the project will be managed, including (but not limited to) confirmation of project scope, project schedule, work breakdown structure, resource requirements and suggested meeting schedule for both project updates and consultation with the project team.

Throughout the duration of the work, the Consultant is expected to:

1. Actively and diligently progress the work, leading to timely completion of the review, and use best Project Management Practices to manage project schedule during all stages of the review.
2. Provide comprehensive project and quality management services for the duration of the project, and ensure best engineering and road safety practices, principles and standards are employed when preparing designs and establishing estimates.
3. Proactively identify, quantify, and manage risks throughout the duration of the project.
4. Provide bi-weekly progress updates to the City, schedule meetings, prepare and distribute meeting minutes.

This list may not be exhaustive; it is up to the Proponent to determine the appropriate team composition for this project’s specific requirements. The City’s project team will work with the Consultant to identify a multi-disciplinary team of internal and external stakeholders for this project. A key stakeholder that will be involved will be the working group for the R6

Corridor project which comprises of representatives from TransLink, Surrey and Delta who are all working on the coordination of this project, including the design reviews.

Deliverable: Draft Project Management Plan

6. PROJECT INITIATION

Upon award, the Consultant must schedule a project kick-off meeting with the project team to introduce the project purpose and scope, identify issues, needs, perspectives and common themes and outline general project expectations. The draft project management plan will be reviewed at the kick-off meeting with the project team, and a finalized version will be submitted after this meeting. The project team will help the Consultant in developing the list of attendees for the meeting.

Deliverable: Finalized Project Management Plan

7. BACKGROUND DATA REVIEW AND DATA COLLECTION

The project team will supply the consultant with as much data as is available for use. The Consultant will be responsible for gathering any data that is not already available from City staff.

Volume data required by the Consultant will be provided upon award of the Contract. Five years of ICBC collision data will be provided to the Consultant, with an expectation that a preliminary analysis will be undertaken prior to the site visit. There is an existing signage inventory that the Consultant can reference for their review. The signal timing sheets at the key intersections will be provided. Where available, speed data will also be provided.

Regarding collision data, it is expected that both injury and property damage collisions will need to be reviewed in detail for the cost-benefit analysis.

8. REVIEW OF CONCEPT DRAWINGS FOR R6 CORRIDOR PROJECT

The Consultant will need to conduct a review of the latest concept drawing for the R6 Corridor to ensure that comments on the safety impacts are provided and propose modifications where necessary. By Mid-June 2021, the 50% concept design drawings will be available and will include the corridor from 72 Ave to 96 Avenue. An expected deliverable of this review is a technical memorandum or short report summarizing the findings of the review.

Deliverable: Technical Memorandum

9. SITE VISIT(S)

The Consultant will conduct the site visit and complete a formal safety performance examination of the corridor. It is expected that the Consultant will undertake best practices, referring to the TAC Canadian corridor safety review Guide, other relevant guidelines while ensuring that there is an emphasis on Vision Zero and the Safe Systems approach. The Consultant should review the following: road geometry, speed management, signal operations, sign and pavement markings, access management, and pedestrian and

cycling facilities. This list is not exhaustive, and the Consultant should ensure that they identify all pertinent safety issues.

10. DRAFT REPORT

The consultant will develop a report that will include, but is not limited to, all items listed under Section 3.0 (Scope and Effort). The report, at minimum, should document existing conditions, the analytical approach, key assumptions, recommendations for potential mitigation measures, cost-benefit analysis, impact to traffic operations and associated cost-benefit analysis, and conceptual designs as outlined in Section 3.0 (Scope and Effort). The Consultant will need to summarize all safety deficiencies in a spreadsheet/table to submit to the City as part of the draft report.

The Consultant is also asked to separate the recommendations into two groups: short-term measures that can be implemented quickly, and long-term measures that could be rolled into the R6 project design. As emerging recommendations are being developed, it is important that interim meetings are held to update and discuss with stakeholders so that recommendations can be discussed and implemented.

Traffic modeling software (e.g. Synchro or equivalent software) will need to be used to evaluate traffic operations that have changed because of proposed countermeasures. Two traffic modeling scenarios will be assessed:

1. Baseline - Existing Conditions (no changes).
2. Proposed – Proposed countermeasures implemented.

As part of the cost-benefit analysis, the consultant must prepare a cost estimate that includes the total cost of construction necessary to complete the proposed countermeasures. The estimates shall outline clearly all assumptions used including the appropriate contingency that will be based on level of design detail, cost certainty and project complexity. The cost-benefit analysis must also address the effect of collision reduction on the vehicle/transit delay.

Recommendations for eight intersections included in the R6 Corridor Design will need to be completed by **September 13, 2021**. Please ensure you provide the recommendations to be submitted by this date in a technical memorandum, or format appropriate for review by the working group and designers. Recommendations for the two intersections not included in the R6 Corridor Design (64 Avenue / 70 Avenue) can be provided after this date.

Deliverable #1: Summary of Recommendations for 72 Avenue to 96 Avenue (Intersections in R6 Corridor)

Deliverable #2: Draft Report

11. REVIEW OF DRAFT REPORT

The project team will review the report and will provide the Consultant with feedback so they can make revisions.

Deliverable: Revised Draft Report

12. REVISION OF DRAFT REPORT AND FOLLOW-UP MEETING

The Consultant will need to modify the report based on comments provided by the project team. After the initial report has been vetted and refined to the satisfaction of the project team, the Consultant will organize and chair a second meeting to review the report. The project team will help the Consultant in developing the list of attendees for this meeting.

13. FINALIZATION OF REPORT

The Consultant will incorporate the feedback received from the project team into the report (as guided by and with the approval of the project team). The finalized report should be provided in an electronic format with all appendices attached. Spreadsheets utilized to identify safety issues should also be provided as part of the report package.

Deliverable: Final Report Package

14. SCHEDULE

The successful Consultant team shall be fully committed to the team members and to the project schedule. The anticipated timing for this project is shown below and will be confirmed when the contract is awarded.

Activity	Planned Completion Date
RFP Issued Date	June 2021
RFP Closed Date	July 2021
Contract Award	June/July 2021
Project Management Plan / Project Initiation Meetings	June/July 2021
Background Data Review and Collection	July 2021
Review of Concept Drawings for R6 Corridor Project (Technical Memo)	July 2021
Site Visits	July 2021
Proposed Countermeasures/Recommendations that affect R6 Corridor Design	September 13, 2021
Draft Report covering the entire corridor	September 2021
Draft Report Review Meetings	September 2021
Final Report	October 2021 (September 2021 preferred)

The Consultant is to provide a detailed schedule in their proposal for the above milestones, and all other milestones that the Consultant deems appropriate.

15. SUMMARY OF PROJECT DELIVERABLES

Below is a list summarizing the project deliverables:

1. Project Management and Communications Plan
2. Technical Memorandum (R6 Corridor Design Review)

3. Summary of Recommendations for 72 Avenue to 96 Avenue (Intersections in R6 Corridor)
4. Draft Report
5. Revised Draft Report
6. Final Report Package

16. PROJECT BUDGET

The estimated budget for the project is \$120,000.00 including GST. The proposal provided by the Consultant should not exceed this amount.

17. SUMMARY OF INFORMATION TO BE PROVIDED

Below is a list summarizing information that will be provided to the Consultant upon award:

1. Traffic Volume Data
2. ICBC Collision Data
3. Signal Timing Sheets
4. Surrey Signage Inventory (e.g. AutoCAD format)

18. AVAILABLE REFERENCE INFORMATION



1. Vision Zero Surrey Safe Mobility Plan (available www.surrey.ca/visionzero)
2. City of Surrey Design Criteria Manual and Supplementary Master Municipal Construction Documents (available www.surrey.ca)
3. City of Delta Design Criteria and Subdivision By-law
4. City of Surrey Drawing Standards Specifications (available www.surrey.ca)
5. Transportation Association of Canada (“TAC”) Geometric Design Guide for Canadian Roads 2017 edition (proponent to obtain)
6. Transportation Association of Canada (“TAC”) The Canadian Road Safety Audit Guide 2001 edition (proponent to obtain)
7. Scope of Work Map – Schedule A-1 – Maps
8. Surrey Open Source Data – Transportation Group - <https://data.surrey.ca/group/transportation>

SCHEDULE A1 – MAPS





Legend

-  Study Area
-  Key Intersections

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Scott Road Safety Study

Reference No.: 1220-030-2021-034

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Title: Scott Road Safety Study

THIS AGREEMENT is dated for reference this ____ day of _____, 2021.

AGREEMENT No.: 1220-030-2021-034

BETWEEN:

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

AND:

(*Insert Full Legal Name of Consultant*)

(the “**Consultant**”)

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

Scott Road Safety Study

THEREFORE, in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

“**City Data**” means all information, in writing (including electronic) form, created by or in any way originating with City, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement;

“**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

"Third Party" has the meaning means persons, corporations and entities other than Contractor, City or any of their employees, or agents; 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-Contractors;
Appendix 5 – Additional Services; and
Appendix 6 Privacy Protection Schedule; and
Appendix 7 – Confidentiality and Non-Disclosure Agreement.

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 October 1st, 2021 (the "**Term**").

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.

2.6 Time

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

2.5 Pandemic Restrictions

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.7.1 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 14 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

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

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the

Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

The City will pay to the Consultant the fees as set out in Appendix 2 (the "Fees"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City. The parties agree that all Fees as set out in this Agreement will remain in force for a period of twelve (12) months. Overtime premiums are not permitted.

5.2 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include the following information:
 - (1) an invoice number;
 - (2) the Consultant's name, address and telephone number;
 - (3) the City's reference number for the Services; P.O. # (to be advised)
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractor(s) that has/have performed services during the previous month;
 - (5) the percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

5.3 Disbursements

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

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City. Disbursements charged as a percentage fee is not acceptable.

5.4 Records

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

5.5 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

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

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

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

7.5 Consultant Responsibilities

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

7.6 Additional Insurance

The Consultant shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

- i. 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
- ii. If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

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

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

8.3 Curing Defaults

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

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

**Refer to Appendix 6 – Privacy Protection Schedule; and
Refer to Appendix 7 – Confidentiality Agreement.**

The Privacy Protection Schedule and Confidentiality Agreement attached to this agreement forms a part of and is incorporated into this agreement.

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. CITY DATA PRIVACY

The Consultant will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit, and will not share such City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, the Consultant will not use such City Data for the Consultant's own benefit and, in particular, will not engage in "**City Data mining**" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

All City Data will be stored on servers located solely within Canada. The Consultant will not permit access to Personal Information from outside Canada.

The Consultant will provide access to City Data only to those Consultant employees, agents, personnel, contractors and subcontractors who need to access the City Data to fulfill the Consultant's obligations under this Agreement. The Consultant will ensure that, prior to being granted access to the City Data, the Consultant's employees, agents or personnel who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all City Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the Consultant's employees, agents and personnel's duties and the sensitivity of the City Data they will be handling.

The Consultant will ensure it maintains the confidentiality, integrity and availability of City Data by ensuring appropriate security controls are applied.

12. CITY DATA PROTECTION

Protection of personal privacy and City Data shall be an integral part of the business activities of the Consultant to ensure there is no inappropriate or unauthorized use of the City information at any time. To this end, the Consultant shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- (a) the Consultant shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information (as defined in Appendix 6) and City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Consultant applies to its own Personal Information (as defined in Appendix 6) and City Data of similar kind;
- (b) without limiting the foregoing, the Consultant warrants that all City Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at an encryption level equivalent to or stronger than 128-bit AES encryption. Further, the Consultant warrants that all City Data will be encrypted while in storage at an encryption level equivalent to or stronger than 256-bit AES encryption;
- (c) at no time shall any City Data or processes — that either belong to or are intended for the use of the City or its officers, agents or employees — be copied, disclosed or retained by the Consultant or any party related to the Consultant for subsequent use in any transaction that does not include the City;
- (d) the Consultant shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the Service;
- (e) all facilities used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such City Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure the Consultant's own City Data of a similar type, and in no event less than reasonable in view of the type and nature of the City Data involved; and

- (f) the Consultant shall at all times use industry-standard and up-to-date security controls, technologies and procedures including, but not limited to firewalls, strong authentication, anti-malware protections, intrusion detection and prevention, regular patch management and vulnerability scanning, security event logging and reporting, and transport and storage encryption in providing the Services under this Agreement.

12.1 CITY DATA DESTRUCTION

- (a) The Consultant acknowledges and agrees that, upon termination or expiry of this Agreement, or at any time during the term of this Agreement at the City's request, all City Data in the possession of the Consultant shall be destroyed using a "Purge" or "Destroy" method, as defined by NIST Special Publication 800-88, such that ensures that City Data recovery is infeasible.
- (b) The Consultant must provide the City with a backup of all City Data prior to performing City Data destruction unless otherwise instructed by the City in writing. The Consultant must receive confirmation from the City that all City Data to be destroyed has been received.
- (c) The Consultant agrees to provide a "Certificate of Sanitization/Disposition" within a reasonable period of performing destruction of City Data for each piece of media that has been sanitized which includes, at a minimum, the following information:
 - i. type of media sanitized;
 - ii. description of sanitization process and method used;
 - iii. tool used for sanitization;
 - iv. verification method;
 - v. date of sanitization; and
 - vi. signature of consultant.

13. 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.

For greater clarity, the Consultant may not use the work product resulting from the Services with other cities. This means the Consultant may not publish, publicly present or release the work product due to the sensitive nature of the work. Should the City wish to present on the work, they may collaborate with the Consultant as the City reserves the right at its sole discretion to collaborate with the Consultant on any such presentation or publication.

Work product must not contain:

- a) any record level data (only aggregate level data may be included);
- b) any Personal Information (as defined in Appendix 6) or information that would allow an individual, vehicle, or incident to be identified; or
- c) any references to:

- i. direct identifying numbers, including without limitation, incident numbers and license plate numbers;
- ii. postal codes (the smallest geographic area that may be referenced is that represented by the first three (3) characters in a postal code); or
- iii. make or model of vehicles (vehicle type may be referenced).

14. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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.

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.

The Consultant agrees that it is the prime contractor for the Services as defined in the Workers Compensation Act, R.S.B.C. 2019, c.1 as amended and will ensure compliance with the Workers Compensation Act and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

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.

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.

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.

15. BUSINESS LICENSE

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

16. DISPUTE RESOLUTION

16.1 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.

i. 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.

ii. 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.

iii. 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.

17. JURISDICTION AND COUNCIL NON-APPROPRIATION

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.

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.

18. GENERAL

18.1 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.

18.2 Amendment

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

18.3 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.

18.4 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.

18.5 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.

18.6 Notices

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

(a) The City:

City of Surrey, Surrey City Hall
Engineering Department
13450 – 104th Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: Shabnem Afzal
Road Safety Manager and Vision Zero Surrey Lead

Business Email: Shabnem.Afzal@surrey.ca

(b) The Consultant (Contract Administrator):

 insert name and address>

Attention: **insert contact name**>
 insert title>

Business Fax No.: **insert**>
Business Email: **insert**>

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 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.

18.12 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

(PRINT NAME AND POSITION OF AUTHORIZED SIGNATORY)

[INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(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-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

APPENDIX 7 – CONFIDENTIALITY AGREEMENT

APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the City of Surrey (the "Public Body") and _____ (the "Proponent") respecting Request for Proposals No. 1220-030-2021-034 – Scott Road Safety Study (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Proponent as a result of the Agreement or any previous agreement between the Public Body and the Proponent dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Proponent is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent may only collect or create personal information that is necessary for the performance of the Proponent's obligations, or the exercise of the Proponent's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent must tell an individual from whom the Proponent collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Proponent's collection of personal information.

Accuracy of personal information

6. The Proponent must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Proponent or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Proponent receives a request for access to personal information from a person other than the Public Body, the Proponent must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Proponent to provide such access and, if the Public Body has advised the Proponent of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Proponent must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Proponent must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Proponent of the date the correction request to which the direction relates was received by the Public Body in order that the Proponent may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Proponent must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Proponent disclosed the information being corrected or annotated.
11. If the Proponent receives a request for correction of personal information from a person other than the Public Body, the Proponent must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Proponent of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Proponent must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Proponent must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Proponent must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Proponent must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign

demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act

The foregoing Privacy Protection Schedule and terms and conditions contained herein are accepted and agreed to on this _____ day of _____, 2021.

Full Legal Name of Proponent

(Signature of Authorized Signatory)

(Printed Name and Position of Authorized Signatory)

Business E-mail Address: _____

Business Telephone: _____

Business Facsimile: _____

APPENDIX 7 – CONFIDENTIALITY AGREEMENT

PROJECT TITLE: Scott Road Safety Study

THIS CONFIDENTIALITY AGREEMENT (the “Confidentiality Agreement”) is dated for reference this ____ day of ____, 2021.

Reference No.: 1220-030-2021-034

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue,
Surrey, B.C., V3T 1V8, Canada
(the “City”)

AND:

(Insert Above Full Legal Name and Business Address of Proponent)

(the “Proponent”)

WHEREAS:

- A.** The Proponent and the City acknowledge that the process of the Proponent having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Proponent. In this Confidentiality Agreement confidential information (the “Confidential Information”) means any information regarding potential City land sites, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Proponent has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Proponent shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Proponent acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent

the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Proponent hereby consents to the granting of such equitable and injunctive relief.

2. The Proponent shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Proponent may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Proponent's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Proponent divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Proponent shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Proponent set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Proponent agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Proponent shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Proponent utilizes to protect its own confidential information of a similar nature.
5. The Proponent shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Proponent shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Proponent may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Proponent, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Proponent and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Proponent forthwith upon demand by the City.
8. The Proponent/Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Proponent further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Proponent in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Proponent shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Proponent, the Proponent shall provide details of such harm in accordance with section 21 of FIPPA.

9. The Proponent acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Proponent under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Proponent the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Proponent hereby acknowledges that the obligations imposed on the Proponent hereunder shall survive the termination of the Proponent's dealings or engagement with the City.
12. The Proponent represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Proponent and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

The foregoing Confidentiality Agreement and terms and conditions contained herein are accepted and agreed to on this ____ day of _____, 2021.

Full Legal Name of Proponent

(Signature of Authorized Signatory)

Printed Name and Position of Authorized Signatory

Business E-mail Address: _____

Business Telephone: _____

Business Facsimile: _____

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Scott Road Safety Study**

RFP Reference No.: **1220-030-2021-034**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Acting Manager Procurement Services

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

Dear Sir:

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

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

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

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

4.0 **I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City

immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this **[day]** day of **[month]**, 2021.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

- (i) Location of primary business, Corporate Profile, 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 with three minimum project examples within the last five years;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background, experience and resumes of all key personnel proposed to undertake the Services with an organizational chart to outline lines of communication (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

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

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

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

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

The preference is that the page limit does not exceed 15 pages, not including appendices which may include resumes, project schedule and budget.

The preferred proposal order is:

- a. Project Understanding
 - i. Project Context, Vision Zero Strategy, Safe Systems Approach and Equity
- b. Corporate Profile
- c. Project Team
- d. Methodology
- e. Relevant Project Examples and References (Three minimum within last five years)
- f. Breakdown of Project Budget and Schedule
- g. Resumes of Project Team

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, i.e. Project Context, Vision Zero Surrey, Safe Systems Approach and Equity;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule with a budget breakdown;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services;

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).

Project Phases		Project Task Schedule: Scott Road Safety Study RFP#1220-030-2021-034																			
		June			July				August					September				October			
		14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25
No.	Task Description																				
1																					
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1.2																					
1.3																					
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SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

- (i) hourly rates for all team members; and
- (ii) estimate of disbursements (supported by cost breakdown).

Schedule of Rates:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	GST:			
	TOTAL PROPOSAL PRICE:			

SAMPLE

Hourly rates shall remain fixed for a one (1) year period following award. Overtime premiums are not permitted. Disbursements charged as a percentage fee is not acceptable.

The detailed fee schedule should clearly outline any assumptions and exclusions with hours identified per task and per team member.

Additional Expenses:

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

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.