



REQUEST FOR PROPOSALS

**Title: Project Management Services for City Sports Complex Phase-I
(Expansion to Chuck Bailey Recreation Centre)**

Reference No.: 1220-030-2021-041

FOR PROFESSIONAL SERVICES

(General Services)

Issuance Date: **June 29, 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 Background

The City of Surrey (the “City”) is an energetic and dynamic city known for business and investment opportunities supported in part by its progressive and forward-thinking economic vision. Surrey is a city within the greater Vancouver Census Metropolitan Area just over 40 minutes from downtown Vancouver and 30 minutes from the Vancouver International Airport. The City's population, estimated at 502,000 people, experienced a growth rate of 13%+ from 2001 to 2006 and is centered in a region that has a population more than 2.2 million people. The City of Surrey is the second largest city in B.C. Based on its high growth rate, Surrey is expected to surpass Vancouver to become the largest city in the Province in terms of population in the next 20 years ±. The City is committed to building to a universal design standard, ensuring that our facilities exceed accessibility minimums and are welcoming to people of all abilities, backgrounds and ages.

Surrey's City Centre, which is located within Whalley area, has been identified as Metro Vancouver's "2nd metropolitan core" and the downtown for the Fraser Valley. The City is traversed by five major highways and four railways, has deep-sea docking facilities, and is located near an international airport. Two Canada/United States border crossings are located on the southerly boundary of Surrey.

Surrey City Centre is in the midst of a significant transformation; what was once a suburban town centre is developing into a walkable transit-oriented downtown core for business, culture and entertainment activity.

City Centre is bookended between 132 Street and 140 Street to the west and east, and extends as far north as 112 Avenue and as far south as 94th Avenue.

1.3 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 Anticipated Schedule

The following is the anticipated timeline for the project. The City may in its discretion extend, accelerate and/or modify the sequencing at any time and from time to time.

Activity	Timeline
PM Services RFP issuance date	June 29, 2021
PM Services RFP Closing date	July 13, 2021
PM Interviews	Week of July 12, 2021
PM Award	July 27, 2021
Design Services	July 2021 to Summer/Fall 2022
Selection of Construction Manager	August/September 2021
Procurement	Summer/Fall 2022
Construction Start	Fall/Winter 2022/2023

Note: The construction duration will be determined and confirmed with input from the construction manager upon confirmation of programming, scope and start developing the design. For guidance purposes construction duration is expected to be 20 to 24 months.

2.2 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 13, 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.

2.3 Information Meeting

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

2.4 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.

2.5 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.

2.6 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: 1220-030-2021-041

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 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 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.

2.8 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.

2.9 Opening of Proposals

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

2.10 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.

4.8 Negotiation of Contract and Award

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

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

Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

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 2.6, 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. SCOPE OF SERVICES

The City of Surrey (the “City”) is seeking to obtain the services of a Project Manager (the “PM”) to support the successful delivery of lifecycle from preliminary planning to project close-out for City Sports Complex Phase-I (Expansion to Chuck Bailey Recreation Centre) project (CSC P-I), 13458 - 107A Ave, Surrey, B.C (the “Project”).

Act as an City’s Representative to ensure and confirm that the Project is delivered as intended.

Refer to **Attachment #1 Project Location** for additional information.

The PM will be responsible for coordinating and managing all aspects of delivering the CSC P-I project including but not limited to coordination with stakeholders and collaborative sessions, public consultation, programming, development of the design with the project and consultant teams, coordination of design and permitting with internal City departments and authorities having jurisdiction, coordination of site servicing and off-site works, preparation and review of procurement documents, construction contract administration and other project management responsibilities to ensure the CSC P-I project meets rigorous reporting, timeline and budget requirements. The PM will create and track project budgets and schedules, oversee the work undertaken by consultants and contractors, liaise with internal City staff and ensure adherence to design and regulatory requirements, engineering standards and City Policies.

Combining insights and experience, the PM will provide forward-thinking advisory services required to optimize project’s results through strategic planning that incorporates best practices and critical thinking including needs definition, business case development, options analysis, risk and financial analysis, multi-criteria evaluations, and initial concept studies leading to sustainable action plans.

The PM will provide a single point of contact with years of knowledge earned through hands-on project delivery experience in virtually every aspect of planning, designing, building, and completing a diverse range of facilities. Combined with sensitivity to client needs, the PM approach will allow delivery of effective solutions within scope, schedule, and budget on all types of projects from minor renovations to complete building complexes.

2. THE PROJECT

The existing Chuck Bailey Recreation Centre is located near the Gateway Sky Train Station in Whalley within Surrey’s City Centre core. The two-storey facility has many features and offers various services to the community. Chuck Bailey has one gymnasium, multi purpose rooms, fitness studio, youth spaces with drop-in activities and a preschool. In addition, the facility has spaces for seniors activities including outdoor patio, garden area, café, computer lab, billiards room and arts and crafts area.

With the decommissioning of North Surrey Recreation Centre there has been high demand for more community services and activities in Whalley area. To accommodate the higher demand from the community due to growth and to enhance community

services City Council approved an ambitious Capital Plan last year that includes significant capital projects such as recreation facilities, arenas, sports fields, parks construction and upgrades, and arts and culture amenities. Being in the City's Centre core Chuck Bailey has been identified as an important facility to expand on.

City Centre Sports Complex will mainly include expansion to the existing Chuck Bailey Recreation Centre. The expansion is planned to happen in two phases with the following potential services and programs:

a) **Phase-I Expansion**

The expansion would include:

- Gymnasium.
- Preschool and afterschool programming.
- Childcare space with outdoor playground area.
- Multipurpose rooms.
- Community consultation rooms.
- Partnership offices to support work, accessibility and youth programs.
- Open free social space with easy access to outdoor.
- Indoor cycling.
- Fitness studio and weight room.

b) **Phase-II Future Expansion**

The future expansion would include a swimming pool with associated amenities and services.

Amenities and programs noted above will be redefined and confirmed through public consultation to ensure that the new facility reflects community needs and ambition. Phase-I Expansion to Chuck Bailey will support the current high demand for community services and offer state of the art community destination for Whalley residents while reflecting the values, needs, and identity of our community in bringing people together. The new expansion will provide additional recreation amenities and will complement the existing facilities in the area.

As the community of Whalley grows, so too does its need for community services, programs, and social spaces. The City has set a goal of maximizing integration and connectivity, resulting in a universally-designed place for everyone to use and enjoy that is flexible and adaptive so it can play an important role in community life and the identity of Whalley.

The City is focused on providing great facilities for our residents, and looking to provide destinations that will attract people from outside City boundaries. The City would like to create great spaces for residents of all ages to learn, to exercise, to enjoy a fun and healthy environment.

Due to site space limitation and layout of the existing facility the new expansion will include analyzing the capacity of the exiting parking lot considering the additional parking stalls required for the proposed expansions. This may involve reconfiguring the existing parking lot layout while providing underground parking to meet the current bylaw requirements for total number of stalls.

The Consultants' team in consultation with the PM and City staff will analyze the site to determine the feasibility of implementing potential programs, services and amenities that will maximize land usage and provide room for future growth resulting in the best value for Whalley residents.

3. PROJECT OBJECTIVES

The new facility will be expected to be World-class facility, meeting the City's goals under our Sustainability Charter, Wood First Policy and accessibility initiatives. The Sustainability Charter sets out a vision for Surrey as a thriving, green, inclusive city. The new facility will be a reflection of the values, needs and identity of our community and will be known as an inclusive and universally accessible facility embracing our diverse culture. This will be achieved through interactive and innovative public consultation with the community.

Council declared a climate emergency in November 2019 and subsequently adopted new greenhouse gas (GHG) reduction targets in the Official Community Plan. For corporate activities, which this facility would fall under, the City is targeting absolute zero emissions before 2050, and is presently exploring interim targets.

At a high level, the goal is to build a highly energy efficient, zero emission facility that has been designed and built to meet occupant needs over the entire life of the building (i.e., through increasing climate change impacts), and design the site to minimize negative ecological impacts and preferably contribute positively to the site's ecological systems and network in line with Surrey's Biodiversity Conservation Strategy.

1. The design will be innovative and creative resulting in fully integrated facility that is attractive, friendly and healthy reflecting City's passion for building great facilities for its citizens of all ages.
2. The design of the new expansion will seemingly integrate with the existing building architecture and character while reflecting modernization and elegance that redefines the facility's overall expression.
3. Utilizing the framework of the City's public engagement, creative and interactive process, the design will be created and developed through consultation and involvement of City stakeholders, assigned project teams and the public.
4. The facility will produce zero emissions from operations and seek to minimize embodied emissions through design and materials selection. It will reach or approach Passive House levels of energy performance through design strategies that focus on passive design principles, including optimization of building form and orientation, glazing and shading elements, and building envelope performance. Depending on the final set of included amenities, the energy systems will be designed to maximize the use of heat/energy exchange to minimize consumption (e.g., where a pool and ice rink are both included). The facility and site design will account for known and expected climate change impacts to ensure it can meet its objectives across the entire lifespan of the building. Key issues include maintaining thermal comfort for occupants in a hotter future, ensuring indoor air quality during wildfire smoke events, minimizing the urban heat island effect, and implementing sustainable drainage features and

- green infrastructure to ensure normal operation and minimize impact on the existing drainage system during more frequent and intense rainfall events.
5. The design will optimize site usage and allow for passive and active sheltered and unsheltered amenities for all ages to enjoy and for future expansion.
 6. The design will implement Crime Prevention through Environmental Design (CPTED) practices to enhance security and passive surveillance through a transparent building envelope to the outdoor plaza and parking lot.
 7. Other design considerations:
 - (a) Benchmark world class facilities.
 - (b) Uniqueness – cutting edge technologies
 - (c) Passive-first energy efficiency and resilience.
 - (d) Zero GHG emissions in operations.
 - (e) Affordability.
 - (f) Adaptability.
 - (g) Flexibility and multi-use spaces
 - (h) Availability of material.
 - (i) Inclusiveness.
 - (j) Durability and resilience.
 - (k) Renewable energy.
 - (l) Public art integration.
 - (m) Contribute positively to local ecological systems.
 - (n) Low embodied GHG emissions.
 - (o) Accessibility and universal design beyond the Building Access Handbook.
 - (p) Crime Prevention through Environmental Design (CPTED) practices
 - (q) Life-cycle approach (high-quality products and systems that maximizes the City's return on investment).
 - (r)

4. DESIGN VISION

Chuck Bailey Recreation Centre Expansion will be innovative, architecturally elegant, seemingly integrates with the existing building and universally designed to the highest standards and best practices to ensure offering an appealing social hub and community destination that is multi-generational, comfortable and flexible for mixed uses, healthy, and is accessible and inclusive to all. The expansion will be unique, creating cultural identity and fostering sense of place making Chuck Bailey Recreation Centre the true sport heart of Whalley community.

The new expansion will be designed to reflect the City of Surrey's sustainability vision and objectives as set under the Sustainability Charter, which sets out a vision for Surrey as a thriving, green, inclusive City. The facility will be designed to align with the City's climate change commitments, targeting a highly efficient, passive-first design that operates at or near zero emissions. It will also be "Climate Ready" by ensuring thermal comfort in future decades as temperatures rise and good indoor air quality during wildfire smoke events. Design and construction will seek to minimize embodied emissions by following the City's Wood First Policy among other approaches.

Chuck Bailey Expansion will be a human-centered design for everything with everyone in mind. Implementing Universal Design Principles the design will ensure creating environments and services that are usable by all people to the greatest extent possible

which includes children, youth, adults and seniors with all abilities and backgrounds. The project is anticipated to pursue Rick Hansen Foundation Accessibility Gold Certification.

To improve safety at the new facility the design will incorporate Crime Prevention through Environmental Design (CEPTED) practices to enhance security and passive surveillance through transparent building envelope and other potential measures to the outdoor amenities.

Inspired and guided by the Whalley community vision and feedback through public consultation the Chuck Bailey Recreation Centre Expansion will be a vibrant and welcoming facility that reflects the community desire and needs for the current and future generations. The new facility will reflect this vision and will be known as an inclusive and universally accessible facility embracing our diverse culture.

The design of the Chuck Bailey Recreation Centre Expansion and site layout will optimize site usage and reduce impact on the environment and surrounding commercial and residential neighbourhood while enhancing connectivity and providing safe access for pedestrians and cyclists. Building and site design will seek to minimize urban heat island effects and use sustainable drainage and green infrastructure features to ensure normal operation and minimize impact on the existing drainage system during more frequent and intense rainfall events. Site design will preferably contribute positively to nearby ecological systems and the City's Green Infrastructure Network, and thus Surrey's Biodiversity Conservation Strategy. Landscape design will be resilient to future conditions (e.g. higher temperatures, periods of drought, more frequent heavy rain events).

5. PROJECT PHASES AND REQUIREMENTS

The project will be developed with ongoing input from the consultants' team, City staff assisted by the PM. The PM will oversee the work of a consulting team implementing the project and assist the City of Surrey in achieving the objectives of the project throughout the different phases to completion, commissioning and handing over.

A. (PHASE 1) PRE-DESIGN AND CONCEPTUAL DESIGN

1. Establish the methods, procedures, quality control standards and lines of communication required to control the Project including Project budgets to assure the successful design and construction of "Project Name" within the defined time and cost constraint and to the established quality standards. Established methods, procedures and standards shall comply with the City's overall policies and procedures.
2. Manage the integrated design consultant team and oversee their contract administration duties.
3. Direct, supervise, and administer consultants, Construction Manager and third-party companies and agencies retained by the City to perform certain services for the Project.

4. Prepare and manage all procurements and services required for the complete delivery of the project through coordination with the management committee and City Purchasing Department.
5. Provide monthly progression status reports to the management committee.
6. Review all of the information and data that are available and coordinate with the City's different departments, design team, and user groups to ensure the delivery of a fully coordinated design.
7. Prepare Risk Management Plan identifying and analysing existing and potential risks that may arise in the life of the Project and mitigation measures and methods to eliminate or minimize those risks and reduce their impacts as applicable.
8. Work with the management committee, user groups and design consultant team to establish and formalize the design basis for the Project,
9. Provide design inputs as deemed to be necessary and as applicable with respect to constructability, O&M, and life-cycle costs considerations.
10. Work closely with the management committee, user groups and design consultant team to define the Scope of Work and objectives for the Project,
10. Prepare a Project Implementation Plan outlining Project objectives, quality control and quality assurance procedures, cost, schedule, deliverables and sustainability criteria, procurement strategies, and all the information needed for the successful project delivery
11. Review and coordinate the implementation of the appropriate and cost-efficient sustainable design strategies with the management committee and design consultant team and assist the Project's team in the preparation of implementation plan.
12. Meet with the design consultants and representatives of the user groups, at the direction of the management committee and as required, to review and update the functional program for the facility.
13. Provide liaison and coordination with authorities having jurisdiction including but not limited to the City of Surrey.
14. Coordinate and prepare, in conjunction with cost consultants, a preliminary Project budget. Initiate cost control measures. Review and monitor production of preliminary design drawings; coordinate the submission of applications for required permits, and the formal design review processes.
15. Coordinate and liaise with the design consultant team regarding sustainable building measures and advise the management committee whether the measures proposed are cost effective and improve the efficient operation of the building.

16. Establish in conjunction with the members of the Project team, a detailed master schedule, including key dates, to ensure strict control of all subsequent project activities. The schedule will incorporate all related and dependent activities such as:
 - Public consultation
 - Design and approvals
 - Permits submission
 - Procurement and delivery of materials and equipment
 - Procurement of construction packages
17. Review level of commissioning appropriate to project and need for commissioning agent involvement at earliest stage, discuss options with management committee, and procure commissioning agent at appropriate time.
18. Coordinate with Public Arts group and design consultants to incorporate artwork design into the overall project design and provide input as required.

B. (PHASE 2) PRE-CONSTRUCTION – DESIGN DEVELOPMENT, CONTRACT DOCUMENTATION, AND PROCUREMENT PROCESS

1. Direct, supervise and administer contracts between the City and the design consultant team, Construction Manager, and other third-party service providers and agencies.
2. Review and monitor the production of the design development drawings, working drawings and specifications as the design consultants develop them and provide feedback as required to the design team.
3. Develop a detailed budget in conjunction with the cost consultant, the design consultants, and construction manager.
4. Work closely with the Civic Facilities' finance manager to update the Project's budget on monthly basis and as required.
5. Provide regular review and monitoring of the project work, coordinate regular management committee, design team meetings and attend Council meetings when required.
6. Incorporate environmental and sustainability criteria as required.
7. Provide progress reports to the management committee on monthly basis and as required indicating the status of the Project with respect to budget, schedule, variances and potential issues of concern and recommendations.
8. Assist the management committee in the review of the construction contract documents and coordinate with the City's Procurement Services Section and

design consultant team and construction manager the preparation of contract tender document package.

9. Assist user groups in preparing furniture, fixtures and equipment (FF&E) lists, establish FF&E budgets and coordinate the procurement and installation of FF&E.
10. Coordinate with the design consultant team the preparation of applications and submissions for required permits and licenses.
11. Participate in the public consultation process as and when required.
12. Manage and coordinate the procurement process of hiring a construction manager for the project.
13. Coordinate with the design team and the City's Procurement Services Section the responses to bidders' Request for Information (RFIs) and Addendum issuance.
14. Coordinate with the design team to review and analyze bids and prepare bids evaluation report and recommendation to award.
15. Assist the City's Procurement Services Section in the preparation of the Letter of Intent (LOI) and construction contract agreement.
16. Upon construction contract award coordinate with the design consultant team the issuance of the updated contract documents package including all RFIs responses and Addenda that were issued during tendering time and issued for construction drawings (IFC).
17. Coordinate with and monitor the performance of the construction manager, hired by the City, to ensure the timely and effective completion of the following construction manager duties:
 - Preparation of a technical review of the architect's design to ensure that it reflects the goals and objectives of the program.
 - Preparation of Project budget and detailed master schedule.
 - Provide recommendations for procurement strategies to meet Project budget and schedule.
 - Develop methods for solicitation and prequalification for trade contractors and distribution of addenda.
 - Provide recommendations regarding value engineering and quality assurance.
 - Application for necessary permits and licences.

C. (PHASE 3) CONSTRUCTION

1. Be the City's representative under all the Project contracts including the contract with the Construction Manager, the design consultant team, third-

party service providers and agencies, utility companies, and others as required.

2. Supervise cost control and Project accounting.
3. Cooperate with the construction manager to evaluate monthly progress payments for the Project under all related contracts between the City and the construction manager, trade contractors, suppliers and others.
4. Verify and justify change orders.
5. Provide monthly progress reports indicating Project's status with respect to schedule, budget, change orders (approved, pending, and potential), look-ahead work plan, potential risks and recommendations and photographic records of construction.
6. Coordinate site logistics and the traffic management plan during construction with the construction manager.
7. Coordinate consultant and third-party service providers and agencies testing and inspections of the work in progress, as required.
8. Chair the construction kick off meeting and attend Project progress meetings.
9. Monitor and ensure that quality assurance, quality control, safety procedures and practices are being performed.
10. Coordinate with the commissioning authority, hired by the City, to ensure compliance with the commissioning plan and that all the required documentations are in place and all deficiencies are rectified to the satisfaction of the commissioning authority.
11. Provide regular budget updates and cash flow forecast analysis to include changes orders (approved, pending, and potential) and any anticipated expenses to Civic Facilities' finance manager. Review and revise the Project budget with Civic Facilities finance manager as required.
12. Coordinate with the construction manager, certified professional (CP) consultants and design team the requirements for final occupancy.
13. Review, coordinate, and oversee commissioning plans and project certification required documentation.
14. Assist and coordinate with the design consultant team and construction manager obtaining required occupancy permit and timely completion of deficiencies.

D. (PHASE 3) POST CONSTRUCTION

1. In cooperation with the construction manager, coordinate compilation / submission of facility operation and maintenance manuals and as-built plans as per the City's requirements.
2. Coordinate, track and resolve warranty issues.
3. Coordinate hand-over and occupancy of the facility.
4. Coordinate commissioning, move in and start up of operations.
5. Coordinate submissions for project certifications.
6. Prepare Project Closeout Report.

E. ADDITIONAL INFORMATION

The following information is meant to provide more clarification regarding certain aspects of the project scope and shall be read in conjunction with the solicitation document.

1. The PM will work closely and report directly to Civic Facilities for all project management aspects related to directing and administering of the project throughout the preplanning, design, construction, commissioning, and handing over phases.
2. The design and construction of the new expansion should be completed with the least impact on existing facilities and services to ensure maintaining the existing Chuck Bailey Recreation Centre operational at all time.
3. For implementation of City standards and best practices the PM will coordinate and work closely with City's key stakeholders including but not limited to: Parks, Recreation and Culture (planning, public art, operations, accessibility, and marketing and communications relations); Civic Facilities O&M (HVAC & mechanical, commissioning, electrical and plumbing); Engineering (climate change/sustainability and transportation - EVs), and IT (IT and communication, AV, sound and paging systems and CCTV). The PM will collaborate and coordinate with the design team and Construction Manager as required to ensure compliance with City requirements and standards.
4. In advance of Development Permit (DP) submission the PMin coordination with the design team will coordinate a meeting with City Planning & Development, Urban Design Team and City Architect to review the DP process including public consultation and time frames.
5. The PM will coordinate and manage the submission processes required to apply for and obtain project certifications including Rick Hansen Foundation Accessibility Certification and Passive House Certification.
6. The PM may include provisions for virtual coordination and interaction with the project team and stakeholders with the intent to transition to conducting normal face-to-face business as COVID restrictions are reduced or lifted.
7. The project management team assigned to the project should be committed to provide and complete the services required in the solicitation document.

In certain circumstances and if needed, changes to any member of the assigned project management team shall be justified and discussed and agreed on in advance with the City for approval. If substitution of personnel is justified and agreed on with the City the new assigned member shall be of equivalent experience level and/or have higher credential and expertise than the originally assigned member at no additional cost to the City.

8. The PM will be responsible for the procurement, coordination, and contract administration of third party agencies and consultants that will be hired directly by the City including geotechnical investigation, Commissioning Authority, environmental assessment, ULC Fire Monitoring System, and inspection agencies for QA/QC purposes.
9. The PM will coordinate with the design team and Construction Manager to prepare and maintain the project master schedule of work as required showing key scope tasks, deliverables, and design phases major milestone dates including public consultation, ADP presentation and DP and BP permits submission and ensure accommodating the project procurement plan and construction schedule.
10. The PM should include detailed fees breakdown and effort for each of different phases and deliverables including charge out rates and separate pricing for special services.
11. The PM should include, but not limited to the following:
 - a. Coordination meetings related to the planning, design, construction, commissioning and handing over of the project with the City staff, project committee, design team, construction manager, utility companies, and other stakeholders as required.
 - b. Collaboration sessions and workshops with team committee, user groups, and City staff as required.
 - c. Construction site meetings.
 - d. Public consultations.
 - e. Design reviews and audits.
 - f. Scope definition.
 - g. Value engineering.
 - h. Cost analysis.
 - i. Risk identification and assessment
 - j. Overseeing required permits processes for the project and coordination with the Certified Professional (CP), design team and City staff to ensure compliance with applicable standards and City of Surrey guideline, regulations and by law.
 - k. Construction site meetings.
 - l. QA/QC and site visits during construction.
 - m. Witnessing major and critical commissioning, inspections, and testing activities onsite.
 - n. Project status presentations
 - o. Progress reports.
 - p. Value added services and specialities.
 - q. Coordination of public art.

- r. Assisting the City in searching and submitting for government grants and incentive programs.
- s. Coordination with the design team, commissioning authority, general contractor and trades to ensure the accurate and complete submission of project close out documentation, including but not limited to:
 - Operation and Maintenance Manuals.
 - Warranties, guarantees and certificates.
 - As-built drawings.
 - Project records including but not limited to:
 - Design Meetings,
 - Construction Meetings,
 - CCOs, COs, CDs, RFIs, SIs,
 - Complete tender packages.
 - Tender submissions, bids analysis, and recommendations to award.
 - Technical reports related to the project such as Code, geotechnical, acoustic, alternative solutions, etc,
 - Progress reports,
 - Site photos,
 - Field inspection reports,
 - Test reports.
 - Civic Facilities Forms:
 - Project Profile Form,
 - Project Completion Deliverables Form,
 - Asset Inventory Form, and
 - Warranty Info Log.

6. PROJECT TEAM

Consultants Team: The City is in the process of hiring a consultant team.

Construction Manager: The City is in the process of hiring a construction manger. It is anticipated that a Construction Manager will be hired in August / September 2021.

Commissioning Authority: The City anticipates hiring a commissioning authority in August / September 2021.

Geotechnical: The City has retained Davies Geotechnical Inc. to provide geotechnical services for the project.

City Committee Team: Committee team will include representatives from the City's Parks, Recreation & Culture Department, and Planning and Development Department – Civic Facilities Division

7. BUDGET

The project budget for soft and hard costs is \$40M. Initial projected construction hard cost is expected to be \$32 to \$33 million for the main building, siteworks, utilities and associated offsite works and improvements.

8. REFERENCE INFORMATION

The following attachments shall be considered in the design and delivery of the project:

- (a) Attachment 1 - City of Surrey Sustainability Charter
(<https://www.surrey.ca/sites/default/files/media/documents/SustainabilityCharter.pdf>)
- (b) Attachment 2 - City of Surrey Greenhouse Gas Emissions Reduction Targets
(https://www.surrey.ca/sites/default/files/corporate-reports/CR_2020-R048.pdf);
- (c) Attachment 3 - City of Surrey Wood First Policy for City-Funded Capital Projects
(https://www.surrey.ca/sites/default/files/corporate-reports/RPT_2010_R238.pdf);
- (d) Attachment 4 - City of Surrey Parks, Recreation & Culture Strategic Plan
(<https://www.surrey.ca/sites/default/files/media/documents/PRCStrategicPlan.pdf>);
- (e) Attachment 5 - City of Surrey IT Performance Specifications;
- (f) Attachment 6 - CSA Manual - Accessible Design for the Built Environment (B651-18) National Standard of Canada;
- (g) Attachment 7 - Rick Hansen Foundation Accessibility Certification Professional Handbook 3.0;
- (h) Attachment 8 - Chuck Bailey Recreation Centre - Project Location;
- (i) Attachment 9 - Geotechnical Report: Surrey Olympic Training Venue, dated September 11, 2008 by GeoPacific Consultants Ltd.;
- (j) Attachment 10 - Geotechnical Report: Chuck Bailey Youth Park, dated August 30, 2010 by GeoPacific Consultants Ltd.; and
- (k) Attachment 11 - Civic Facility O&M Project Forms
 - Project Profile Form,
 - Project Completion Deliverables Form,
 - Asset Inventory Form, and
 - Warranty Info Log Form.

Attachments No. (a) through (k) (inclusive) may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted,

Hostname: <https://mft.surrey.ca>

Logon ID: surreybid

Password: Welcome

Locate Folder: 1220-030-2021-041

The above referenced attachments shall be considered in the design and delivery of the project:

Schedule B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Project Management Services for City Centre Sports Complex Phase 1

Reference No.: 1220-030-2021-041

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APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

Title: Project Management Services for City Sports Complex Phase-I (Expansion to Chuck Bailey Recreation Centre)

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

AGREEMENT No.: 1220-030-2021-041

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.

Project Management Services for City Sports Complex Phase-I (Expansion to Chuck Bailey Recreation Centre)

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

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

“**Disbursements**” has the meaning set out in Section 5.3;

“**Dispute**” has the meaning set out in Section 14.1;

“**Fees**” has the meaning set out in Section 5.1;

“**Indemnitees**” has the meaning set out in Section 7.1;

“**Invoice**” has the meaning set out in Section 5.2(a);

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

“**Term**” has the meaning set out in Section 2.5; and

“Time Schedule” has the meaning set out in Section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

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

2. SERVICES

2.1 Services

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

2.2 Amendment of Services

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

2.3 Additional Services

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

2.4 Standard of Care

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

2.5 Term

The Consultant will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (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.

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.

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.

5.4 Records

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

5.5 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Consultant make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant

intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

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

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed

operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

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

7.4 Insurance Requirements

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

7.5 Consultant Responsibilities

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

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

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

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

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

8.3 Curing Defaults

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

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(a) The City:

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

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

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

(b) The Consultant (Contract Administrator):

 insert name and address>

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

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

16.7 Unenforceability

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

16.8 Headings

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

16.9 Singular, Plural and Gender

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

16.10 Waiver

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

16.11 Signature

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

16.12 Enurement

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

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

 **INSERT FULL LEGAL NAME OF CONSULTANT]**

I/We have the authority to bind the Consultant.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

MAY 21, 2009
RDO 6/29/21 4:10 PM

(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

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Project Management Services For City Sports Complex Phase I
(Expansion to Chuck Bailey Recreation Centre)

RFP Reference No.: 1220-030-2021-041

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Richard D. Oppelt, 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 Time Schedule; and
- Schedule C-5 – Proponent’s Financial Proposal.

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

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

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

- (i) Title page including, Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;

[Click here to enter response](#)

- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP, in regards to;

- (a) Capital Public Projects

[Click here to enter response](#)

- (b) Capital projects within the Lower Mainland, British Columbia

[Click here to enter response](#)

- (iii) Proponent's demonstrated ability to provide the Services;

[Click here to enter response](#)

- (iv) Proponent's equipment resources, capability and capacity, as relevant;

[Click here to enter response](#)

- (v) Project Management and Communication:

- (a) Provide examples of your familiarity with, and understanding of, local municipal procedures and communication processes as they relate to large scale capital projects.

[Click here to enter response](#)

- (b) Please describe your firm's communication process with the City, Contractor, and stakeholder groups.

[Click here to enter response](#)

- (vi) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;

[Click here to enter response](#)

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

Key Personnel

Name: _____

Experience: _____

Dates: _____
Project Name: _____
Responsibility: _____

Dates: _____
Project Name: _____
Responsibility: _____

Dates: _____
Project Name: _____
Responsibility: _____

Provide examples of similar past projects (preference for a minimum 3) in which the listed staff has played a significant role, and which are relevant to the proposed project in scale and scope.

Project Approach – Team Roles

- (viii) 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 Days/Hrs.	Project

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;

[Click here to enter response](#)

- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

[Click here to enter response](#)

- (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;

[Click here to enter response](#)

- (iv) a description of the standards to be met by the Proponent in providing the Services; and

[Click here to enter response](#)

- (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).

[Click here to enter response](#)

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

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

ACTIVITY (Insert Milestone Dates)	Time from Notice to Proceed in Days									
	10	20	30	40	50	60	70	80	90	100
Letter of Intent										
Programming										
Design										
Permitting										
Procurement										
Contract Award & Negotiation										
Construction Administration										
Substantial Completion										
Commissioning & handing over review(s)										
Deficiency review(s)										
Warranty one year in review										

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) a list of anticipated professional service, project team estimated quantity of hours allocated to each along with their hourly rate charges.
- (ii) a list of anticipated reimbursable expenses and the rate charged for each. Alternatively, if some or all of these are included as basic services, please so indicate.
- (iii) hourly rates for all team members if payment is to be made on an hourly basis.
- (iv) detailed breakdown for base scope listing tasks and assumptions.
- (v) lump sum fee.
- (vi) provide a detailed separate pricing for any additional or potential services as required.

Schedule of Rates:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	¹ Labour:			
	Materials:			
	² Disbursements:			
	Subtotal:			
	GST:			
	TOTAL PROPOSAL PRICE:			

SAMPLE

¹A list of anticipated professional service project team, estimated quantity of hours allocated to each along with their hourly rate charges.

²A list of anticipated reimbursable expenses and the rate charged for each. Alternatively, if some or all of these are included as basic services, please so indicate.

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.

Request For Proposals – Professional Services (Consultant) Template
SEPTEMBER 10, 2009