



REQUEST FOR PROPOSALS

Title: Local Roads Pavement Condition Data Collection

Reference No.: 1220-030-2022-025

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services) Issuance

Date: June 9, 2022

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

on or before the following date and time

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

Date: June 28, 2022

(the “Closing Time”).

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

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

2.2 Information Meeting

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

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2022-025

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

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

2.6 Addenda

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

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

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

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

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

- (c) Financial – The Proponent’s financial proposal for the performance of the Services as described in the Proponent’s response to Schedule C-5.
- (d) Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

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

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

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

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

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

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect,

incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

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SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: LOCAL ROADS PAVEMENT CONDITION DATA COLLECTION

[Note: The scope of Services stated in this Schedule A of the RFP is current as of the date hereof but, may be amended through negotiations between the City of Surrey and the successful Proponent].

1. INTRODUCTION

The City of Surrey (the “City”) is seeking the services of a professional consultant (the “Consultant”) to collect pavement condition data for all of the local roads in Surrey.

For the purposes of this RFP, local roads are defined as all of the City’s paved Local Road Network. Any unpaved and/or privately-owned local road, and cul-de-sacs within the City’s boundaries are not to be included.

The Consultant will provide the following services in accordance with the information provided within this Schedule A:

- (a) Overall project management;
- (b) Data collection survey; and
- (c) Technical report on findings.

2. PROJECT BACKGROUND

The City is responsible for operating and maintaining approximately 1,321 centreline-kilometres (CL-KM) of paved local roads throughout Surrey. Excluding cul-de-sacs, there are approximately 1,047 centreline-kilometres (CL-KM) of paved local roads. Over time, stresses imposed by loading, inclement weather, drainage, trenching, quality of work, etc. cause road structures to deteriorate, and as part of the City’s pavement management program, an automated pavement condition survey of the local roads network is required at this time.

3. PROJECT SCOPE

3.1 Overview

The Services involve conducting a semi-automated video data collection system and profiler or an automated 3D Laser Crack Measurement System (LCMS) survey of all local roads in the City, excluding cul-de-sacs. The stresses to be collected include:

- (a) Alligator cracking;
- (b) Block/Map cracking;
- (c) Excessive crown;
- (d) Flusing & bleeding;
- (e) Longitudinal and transverse cracking;
- (f) Edge cracking
- (g) Patching (including utility cuts);
- (h) Potholes;

- (i) Roughness;
- (j) Rutting; and
- (k) Any other noteworthy stress to be tracked on local roads should be included in the proposal for City's review.

The data collection shall include high resolution, digital images of the pavement right of way taken at 30m increments. These images shall include a means to spatially reference each one in a way consistent with the City's spatial database as part of the project deliverables.

Pavement rating shall be performed following data collection, in the office, using the pavement imagery roadway scans and analysis software to classify the distress types as appropriate for the proposed condition survey methodology. Windshield, real time ratings will not be permitted.

3.2 Linear Referencing

The Consultant will be provided a copy of the City's road centreline spatial dataset in a format required by the Consultant. Condition data and imagery is to be referenced geographically using GPS and referenced linearly using a vehicle-based distance measuring instrument (DMI). The condition survey is to be conducted based on the provided data. A separate database indicating conditions per road segment should also be provided.

UTM coordinates for northings and eastings shall be stated in NAD 1983 UTM Zone 10N coordinate system. Latitude and Longitude coordinates shall be stated in WGS84 coordinate systems and shall be identified by the consultant. Location measurements and GPS coordinates (North / East and Latitude / Longitude) are to be stated to at least 1 meter resolution; latitude and longitude coordinates in decimal degrees are to be stated to 6 decimal places.

3.3 Specifications

Surface distresses shall be determined in accordance with the latest ASTM D6433 methodology. Roughness shall be determined using an inertial profiler system per AASHTO M328-14 and in accordance with latest ASTM E1926 and ASTM E950. Rutting shall be determined in accordance with latest ASTM E1703 with a minimum of 11 simultaneous measurement sensors on the profiler. Each of the surface distress, roughness and rutting measurements shall be reported at a minimum of 30m intervals.

If the Consultant feels it is at all necessary to vary from any of the standards indicated above, the Proposal shall include a section with reasoning and justification indicating why and completely elaborate the alternative methodology (Refer to Schedule C-3 – Proponent's Technical Proposal (Services)).

3.4 Network Definition and Data Collection Plan

A data collection master list and survey plan based on the City's provided network files will need to be developed in advance of the survey and submitted to the City along with the quality management plan (described in Section 3.5) as identified in Section 8.0. The plan should indicate

direction conventions for location referencing and anticipated scheduling and sequencing by road section.

The data collection plan shall meet the following criteria:

- (a) Data collection for all Surrey's identified local roads shall be conducted bi-directionally only if the road has a physical median;
- (b) Data should be collected on Surrey side only for all boundary roads. Land Title Office (LTO) boundaries to be referenced;
- (c) If there is any construction or unusual circumstances present at the time of data collection, this needs to be noted in the data;
- (d) The Consultant should clearly demonstrate an understanding of the data collection process and how it will affect their deliverables in their proposals; and
- (e) Data should be collected when precipitation does not affect the results.

The existing road centerline for all paved local roads, excluding cul-de-sacs, is approximately 1,047 centreline-kilometres (CL-KM). It is upon the proponent to verify the accuracy of this data.

3.5 Quality Management

Both quality control (QC) and quality assurance (QA) are important to ensure collected pavement condition data is consistent and accurate. The Consultant is responsible for QC and the City for QA.

The data collection Consultant shall undertake a quality management program to manage the collection, analysis, and reporting of the data collection program. The quality management program should at a minimum identify processes and procedures for the following:

- (a) Personnel training and qualifications;
- (b) Data collection routing and logistics
- (c) Equipment calibration and verification;
- (d) Field data collection equipment diagnostics;
- (e) Data verification;
- (f) Post data processing; and
- (g) Deliverable reporting.

The Consultant is required to provide verification test results of their inertial profiler system to demonstrate the accuracy and repeatability of the longitudinal profile roughness measurements. This testing can be completed prior to arriving on site and should include at least one representative test site that is at least 500 m in length. The collected profile data, from a minimum of 5 test runs, is to be compared against the longitudinal profiler using a Class 1 profiler.

The initial QA tests are completed prior to the start of the production surveys. It involves comparing the Consultant's distress and profile data against baseline data collected by manual surveys.

Two manually surveyed test sites, each at least 500 metres in length are used for the initial QA testing. The sites are representative of the typical distress types and pavement deterioration that exists within the City's road network.

Manual surface distress and rut depth surveys are conducted at test sites in advance of the initial QA testing. Visual distress ratings are conducted for each 30 metre segment in accordance with this guide. Manual transverse profile measurements are recorded in each wheel path every 10 metres using a 2 metre straight edge.

The Consultant is required to complete a series of five runs over each site and provide a report that displays the distress ratings and measured rut depths at 30 metre intervals for each test site. This collected data are compared against the baseline surveys to assess both accuracy and repeatability.

Category	Criteria	Distress Types to be Rated
Roughness	Measure	IRI
	Calculation	510m average based on 30m values
	Unit	Outside Wheel Path
	Accuracy	10% of Class 1 profile survey
	Repeatability	0.1 mm/m standard deviation for five runs
Surface Distress	Measure	PCI value
	Calculation	510m average based on 30m values
	Unit	Survey Lane
	Accuracy	+/- 10% PCI value of manual survey
	Repeatability	+/- 1 standard deviation of the PCI value for 5 runs
Rutting	Measure	Rut Depth (mm)
	Calculation	510m average based on 30m values
	Unit	Average for both wheel paths
	Accuracy	+/- 3mm of manual survey
	Repeatability	+/- 3mm standard deviation for five runs

Should the Consultant fail to meet the criteria for acceptance, it is their responsibility to provide remedy until such time that the acceptance criteria are met and the City is satisfied.

Submitted pavement condition data files will be reviewed by the City to ensure the data has been properly structured and reported. As a minimum, this involves verifying the following:

- (a) Data exists for all road segments;
- (b) Correct definitions for all road segments;
- (c) Correct data file structure;
- (d) Start and end anchor points for all road segments;
- (e) All lane references and chainages according to provided data files;
- (f) Screening all data for null and negative values; and
- (g) Screening all data according to max/min tolerance parameters.

The data file verification results are summarized and provided to the Consultant for correction.

3.6 Deliverables

- Data Collection and Quality Management Plans as described in Sections 3.4 and 3.5;

- Distress, rutting and roughness data files indicating ‘from’ and ‘to’ chainage and coordinates, including types and severity of distress.

A template with the required file format specifications will be provided by the City in an Excel or CVS format. It will include, but not limited to, the following tables:

3.6.1 Distress Data

Field Name	Description	Units	Decimal
FacilityID	Unique segment ID used in analysis software	-	-
Road	Name of road in the software	-	-
From_	Linear measure of the start position of a road segment	M	0
To_	Linear measure of the end position of a road segment	M	0
Length	Length of the road segment (m)	M	0
Direction	Road Direction	-	-
From_Desc	Description of start position of a road segment	-	-
To_Desc	Description of end position of a road segment	-	-
DMI_From	Segment start measured by survey vehicle	M	0
DMI_To	Segment End measured by survey vehicle	M	0
DMI_Length	Segment length measured by survey vehicle - adjusted for over/under run at route ends	M	0
East_From	UTM Easting at the start of the segment	M	1
North_From	UTM Northing at the start of the segment	M	1
Elev_From	UTM Z coordinate at the start of the segment	M	1
East_To	UTM Easting at the end of the segment	M	1
North_To	UTM Northing at the end of the segment	M	1
Elev_To	UTM Z coordinate at the end of the segment	M	1
Latit_From	GPS Latitude at the start of the segment	Decimal °	6
Long_From	GPS Longitude at the start of the segment	Decimal °	6
Latit_To	GPS Latitude at the end of the segment	Decimal °	6
Long_To	GPS Longitude at the end of the segment	Decimal °	6
Surv_Date	Date of Survey Observations	yyyymmdd	
Surv_Lane	Data Collection Lane Description	-	-
Surv_Width	Distress Survey Lane Width	m	1
LRUT	Low Severity Rutting	m2	1
MRUT	Med Severity Rutting	m2	1
HRUT	High Severity Rutting	m2	1
LLCR	Low Severity Longitudinal Cracks	m	1
MLCR	Med Severity Longitudinal Cracks	m	1
HLCR	High Severity Longitudinal Cracks (m)	m	1
LTC	Low Severity Transverse Cracks (m)	m	1
MTC	Med Severity Transverse Cracks (m)	m	1
HTC	High Severity Transverse Cracks (m)	m	1

Field Name	Description	Units	Decimal
LACR	Low Severity Alligator Cracks (m2)	m2	1
MACR	Med Severity Alligator Cracks (m2)	m2	1
HACR	High Severity Alligator Cracks (m2)	m2	1
LECR	Low Severity Edge Cracks (m)	m	1
MECR	Med Severity Edge Cracks (m)	m	1
HECR	High Severity Edge Cracks (m)	m	1
LRAV	Low Severity Weathering and Raveling (m2)	m2	1
MRAV	Med Severity Weathering and Raveling (m2)	m2	1
HRAV	High Severity Weathering and Raveling (m2)	m2	1
LDEP	Low Severity Depression (m2)	m2	1
MDEP	Med Severity Depression (m2)	m2	1
HDEP	High Severity Depression (m2)	m2	1
LPAT	Low Severity Patching (m2)	m2	1
MPAT	Med Severity Patching (m2)	m2	1
HPAT	High Severity Patching (m2)	m2	1
LPOT	Low Severity Pothole (count)	#	0
MPOT	Moderate Severity Pothole (count)	#	0
HPOT	High Severity Pothole (count)	#	0
PCI	Pavement Condition Index Rating for Segment	#	1

3.6.2 IRI / Rut Data

Field Name	Description	Units	Decimal
FacilityID	Unique segment ID used in analysis software	-	-
Road	Name of road in the software	-	-
From_Desc	Description of start position of a road segment	-	-
To_Desc	Description of end position of a road segment	-	-
DMI_From	Segment start measured by survey vehicle	m	0
DMI_To	Segment End measured by survey vehicle	m	0
DMI_Length	Segment length measured by survey vehicle - adjusted for over/under run at route ends	m	0
East_From	UTM Easting at the start of the segment	m	1
North_From	UTM Northing at the start of the segment	m	1
Elev_From	UTM Z coordinate at the start of the segment	m	1
East_To	UTM Easting at the end of the segment	m	1
North_To	UTM Northing at the end of the segment	m	1
Elev_To	UTM Z coordinate at the end of the segment	m	1
Latit_From	GPS Latitude at the start of the segment	Decimal °	6
Long_From	GPS Longitude at the start of the segment	Decimal °	6
Latit_To	GPS Latitude at the end of the segment	Decimal °	6
Long_To	GPS Longitude at the end of the segment	Decimal °	6

Field Name	Description	Units	Decimal
Surv_Date	Date of survey observations	yyyymmdd	-
Surv_Lane	Data Collection Lane Description	-	-
Min_Vel	Minimum vehicle speed over segment	km/h	0
Max_Accel	Maximum instantaneous acceleration/deceleration over the segment	m/s ²	2
RUT_MAXIN	Maximum Inner Wheelpath Rut Depth - 11 point rut measurement	mm	0
RUT_MAXOUT	Maximum Outer Wheelpath Rut Depth - 11 point rut measurement	mm	0
MAX_RUT	Maximum (RUT_MAXIN , RUT_MAXOUT)	mm	0
RUT_AVEIN	Average Inner Wheelpath Rut Depth - 11 point rut measurement	mm	0
RUT_AVEOUT	Average Outer Wheelpath Rut Depth - 11 point rut measurement	mm	0
RUT_AVE	Average Rut Depth (all values, both wheel paths) - 11 point rut measurement	mm	0
IRI_IN	Inner Wheelpath IRI	mm/m	2
IRI_OUT	Outer Wheelpath IRI	mm/m	2

- (a) The quality of IRI measurements is adversely affected by vehicle acceleration/deceleration forces or low collection speed. The Consultant shall provide measures to mitigate these effects. IRI data will only be accepted as valid if all fields are valid.
- (b) Copy of the high-resolution digital imaging
- (1) Digital images are collected that show the full right of way view of the roadway, including both the pavement surface, and roadside features (i.e. signs, curbing, etc.) using a high resolution progressive scan digital color camera. The image data is synchronized with the other collected data, roadway FacilityID, and geo referenced to include a means to spatially reference each one that is consistent with the City's spatial database.
 - (2) Images shall be sufficiently high resolution. Proponent shall specify a resolution that can be delivered and provide a sample image if possible. A spatial data file shall be provided that references the FacilityID, image location data, and image file information. Fields should include the following:

Field Name	Description
FacilityID	Unique segment ID used in analysis software
Road	Name of road in the software
From_	Linear measure of the start position of a road segment
To_	Linear measure of the end position of a road segment
Length	Length of the road segment (m)
Direction	Road Direction
From_Desc	Description of start position of a road segment

To_Desc	Description of end position of a road segment
East_At	UTM Easting at the image location
North_At	UTM Northing at the image location
Elev_At	UTM Z coordinate at the image location
Latit_At	GPS Latitude at the image location
Long_At	GPS Longitude at the image location
ImageID	Unique ID for Image Record
ImageSequenceNo	Sequence number for segment image file
ImageFileName	Image File Name
ImageFilePath	Image Directory Path or File location
ImageDate	Date Image acquired (yyyy-mm-dd)

(c) Final Report which shall include:

- (1) Program methodology;
- (2) Quality management plan and process;
- (3) Summary of survey quantities, results, and a list of road segments with any conflicts between Surrey's measured and the actual measured kms; as well as any missing road inventory
- (4) Explanation of any issues, concerns or problems encountered;
- (5) Forecast Future Pavement Condition and Budget Analysis over a 10-year analysis period for the following budget and/or performance-based scenarios:
 - Maintain Existing PQI
 - Annual budget of \$1M, \$1.5M, \$2M
 - Unlimited Funding
 - Maintain Existing PQI by Preservation
 - Annual budget of \$1M, \$1.5M, \$2M by Preservation
 - Unlimited Funding by Preservation
- (6) The report has to include the top 100 locations for investment over the next 5 years based on surface conditions and return on investment
- (7) Concepts of treatment decisions using the data collected: Please note a treatment decision for each location is not necessary. Only general treatment concepts and how they are to be triggered need to be included in the report.
- (8) A depiction of all different severity samples for different distresses in the tables.

(d) Final data submission which shall include:

- (1) Spatial Data in Esri File Geodatabase format of condition data, rutting and roughness data:
 - Averaged and joined as attributes to each City road segment feature in the road centerline data provided to the proponent, and
 - Raw values related to each City road segment through an ArcMap related table linked via the FacilityID attribute.
- (2) Raw Data files in Excel or CSV file format of condition data, rutting and roughness data. Data shall include City's FacilityID value and from/to measurements (30m increments).

- (3) Data files in Excel or CSV file format of budget recommended rehabilitation scenarios as specified above. This dataset shall also include City's FacilityID value and from/to measurements (30m increments).
 - (4) Digital Image files (photos) of pavement condition collected. Each photo shall have a means to geographically reference the location using the same coordinate system as the City's road centerline dataset. Images shall be provided on a suitable media storage device.
 - (5) A Esri based File Geodatabase layer of locations where overlay is missing.
- (e) If required by the City, the Consultant shall meet with City staff to provide support and additional information to ensure the data can be used as intended.

4. METHODOLOGY

As mentioned in Schedule A - Section 2.0, there are approximately 1,047 centreline-kilometres (CL-KM) of local roads in Surrey, excluding cul-de-sacs. (Proponent to confirm). The data collection is anticipated to follow directions in Section 3.4.

Surveys must be undertaken when the pavement surface is dry and free of sediment or debris. Furthermore, surveys must take place during daylight hours such that surface distresses can be easily, qualitatively rated. Municipal and provincial regulations and traffic control requirements must be followed when undertaking surveys.

- (a) The following transient events are to be identified and their location geo-referenced:
 - Bridges;
 - (b) Railway crossings;
 - (c) Construction zones; and
 - (d) Missing overlays.

5. PROJECT MANAGEMENT AND GENERAL INSTRUCTION

- (a) Actively and diligently progress the work, leading to timely completion of the project;
- (b) Host a project initiation meeting with pertinent City staff to review and finalize all project requirements, deliverables and schedule. City staff will likely include representation from GIS, transportation and design and construction;
- (c) Schedule monthly progress review meetings with the City, and prepare and distribute meeting minutes. It is recommended that applications such as Microsoft Teams, Skype, Lync or Teleconferencing be utilized to minimize travel time and costs;
- (d) Prepare and submit monthly invoices including progress status reports identifying previously invoiced, current invoice, total to date and projected amounts, versus budget on a task by task basis. Consultant shall not exceed budget nor proceed with any scope changes without prior written approval from the City; and
- (e) Provide the City with all information including: reports, spreadsheets, data files, etc. without copyright restrictions. All information shall become the property of the City.

6. EFFORT & FEES (Refer to Schedule C-5 Proponent's Financial Proposal)

The Proposal shall indicate a clearly defined fee structure, including project management and meetings, effort and cost to prepare survey and QA plans, mobilization of equipment, cost per km

of road surveyed, data processing and reporting, etc. Anything not exclusively listed in the fee schedule will be assumed to be embedded in other items. The estimated centreline-kilometres of 1,047 (CL-KM) shall be used as the basis of the agreement, however, payment will be made on actual kilometres driven. No adjustments will be made to the other items (project management, reporting, etc.) in the event the actual kms driven vary from 1,047 centreline-kilometres.

The Consultant has to provide a total lane km driven for each road classification based on the directions at Section 3.4.

7. ANTICIPATED SCHEDULE

The Consultant and its team shall be fully committed to the City's team members and to the project schedule. The anticipated timelines are shown below:

1. Submit proposal for Data Collection Services	June 28, 2022
2. Appointment of Consultant	July 4, 2022
3. Project Initiation Meeting	July 11, 2022
4. Submit Survey & QA Plans	July 15, 2022
5. Commence Data Collection	July 18, 2022
6. Complete Data Collection	September 6, 2022
7. Submit Files and Report	October 4, 2022
8. Final Review Meeting	October 12, 2022

The estimated schedule above may change to fit the City's requirements.

[END OF PAGE]

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Local Roads Pavement Condition Data Collection

Reference No.: 1220-030-2022-025

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APPENDIX 1 – SCOPE OF SERVICES

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APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

LOCAL ROADS PAVEMENT CONDITION DATA COLLECTION

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

AGREEMENT No.: 1220-030-2022-025

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.

Local Roads Pavement Condition Data Collection

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**”). <<📄insert the term of the agreement>>

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

2.6 Time

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

2.7 Pandemic Restrictions

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.7 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 12 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. PERSONNEL AND SUB-CONTRACTORS

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

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

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

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

5. FEES

5.1 Fees

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

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. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

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

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

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

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

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;

- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

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

9. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws and Policies

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

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(a) The City:

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

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

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

(b) The Consultant (**Contract Administrator**):

 insert name and address>

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

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

16.7 Unenforceability

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

16.8 Headings

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

16.9 Singular, Plural and Gender

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

16.10 Waiver

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

16.11 Signature

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

16.12 Compliance with Covid-19 Policy

It is a material term of this Agreement that the Contractor, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City’s Communicable Disease plan and requirements, including with respect to Consultant’s personnel will perform a self-health assessment prior to beginning work each day on-site.

16.13 Enurement

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

[OPTIONAL – SPECIAL CONDITIONS]

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[ INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 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: Local Roads Pavement Condition Data Collection

RFP Reference No.: 1220-030-2022-025

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO: City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

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

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

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

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

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

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 – STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

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

Key Personnel

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

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

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

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

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

[END OF PAGE]

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) 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); and
- (v) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these Services.

[END OF PAGE]

