



## **REQUEST FOR PROPOSALS**

**Title:** Sunnyside Lawn Cemetery Master Plan

**Reference No.:** 1220-030-2024-011

**FOR PROFESSIONAL SERVICES (CONSULTANT)**

(General Services)

Issuance Date: March 13, 2024

## TABLE OF CONTENTS

<b>REQUEST FOR PROPOSALS .....</b>	<b>6</b>
<b>1. INTRODUCTION.....</b>	<b>6</b>
1.1 Purpose .....	6
1.2 Definitions.....	6
<b>2. INSTRUCTIONS TO PROPONENTS.....</b>	<b>7</b>
2.1 Closing Time and Address for Proposal Delivery .....	7
2.2 Information Meeting .....	7
2.3 Late Proposals.....	7
2.4 Amendments to Proposals.....	8
2.5 Inquiries.....	8
2.6 Addenda .....	8
2.7 Examination of Contract Documents and Site.....	8
2.8 Opening of Proposals .....	9
2.9 Status Inquiries.....	9
<b>3. PROPOSAL SUBMISSION FORM AND CONTENTS .....</b>	<b>9</b>
3.1 Form of Proposal .....	9
3.2 Signature .....	9
<b>4. EVALUATION AND SELECTION .....</b>	<b>9</b>
4.1 Evaluation Team.....	9
4.2 Evaluation Criteria .....	10
4.3 Discrepancies in Proponent's Financial Proposal.....	10
4.4 Litigation .....	11
4.5 Additional Information .....	11
4.6 Interviews .....	11
4.7 Negotiation of Contract and Award .....	11
<b>5. GENERAL CONDITIONS .....</b>	<b>12</b>
5.1 No City Obligation.....	12
5.2 Proponent's Expenses.....	12
5.3 No Contract .....	12
5.4 Conflict of Interest.....	12
5.5 Solicitation of Council Members, City Staff and City Consultants .....	12
5.6 Confidentiality .....	13
5.7 No Claims.....	13
<b>3.1 Pre-Design Phase .....</b>	<b>16</b>
<b>3.2 Communications and Public Engagement Phase .....</b>	<b>18</b>
<b>3.3 Master Concept Phase .....</b>	<b>19</b>
<b>3.4 Detailed Design Phase .....</b>	<b>20</b>

<b>SCHEDULE A-1 .....</b>	<b>24</b>
<b>SCHEDULE A-2 .....</b>	<b>25</b>
Background .....	25
Archaeologist .....	26
Archaeology Scope .....	26
<b>SCHEDULE B – DRAFT CONTRACT .....</b>	<b>30</b>
<b>1. INTERPRETATION .....</b>	<b>34</b>
1.1 Definitions .....	34
1.2 Appendices .....	35
<b>2. SERVICES .....</b>	<b>35</b>
2.1 Services .....	35
2.2 Amendment of Services .....	35
2.3 Additional Services .....	35
2.4 Standard of Care .....	35
2.5 Term .....	35
2.6 Time .....	36
<b>3. PERSONNEL AND SUB-CONTRACTORS .....</b>	<b>36</b>
3.1 Qualified Personnel .....	36
3.2 Listed Personnel and Sub-Contractors .....	36
3.3 Replacement of Personnel or Sub-Contractors .....	36
3.4 Sub-Contractors and Assignment .....	36
3.5 Agreements with Sub-Contractors .....	36
<b>4. LIMITED AUTHORITY .....</b>	<b>36</b>
4.1 Agent of City .....	36
4.2 Independent Contractor .....	37
<b>5. FEES .....</b>	<b>37</b>
5.1 Fees .....	37
5.2 Payment .....	37
5.3 Disbursements .....	38
5.4 Records .....	38
5.5 Non-Residents .....	38
<b>6. CITY RESPONSIBILITIES .....</b>	<b>38</b>
6.1 City Information .....	38
6.2 City Decisions .....	39
6.3 Notice of Defect .....	39
<b>7. INSURANCE AND DAMAGES .....</b>	<b>39</b>
7.1 Indemnity .....	39
7.2 Survival of Indemnity .....	39
7.3 Consultant's Insurance Policies .....	39

7.4	Insurance Requirements.....	40
7.5	Consultant Responsibilities.....	40
7.6	Additional Insurance.....	40
7.7	Waiver of Subrogation.....	40
<b>8.</b>	<b>TERMINATION.....</b>	<b>40</b>
8.1	By the City.....	40
8.2	Termination for Cause.....	41
8.3	Curing Defaults.....	41
<b>9.</b>	<b>APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS.....</b>	<b>41</b>
9.1	Applicable Laws and Policies.....	41
9.2	Codes and By-Laws.....	42
9.3	Interpretation of Codes.....	42
<b>10.</b>	<b>CONFIDENTIALITY AND DISCLOSURE OF INFORMATION.....</b>	<b>42</b>
10.1	No Disclosure.....	42
10.2	Freedom of Information and Protection of Privacy Act.....	42
10.3	Return of Property.....	42
<b>11.</b>	<b>USE OF WORK PRODUCT.....</b>	<b>42</b>
<b>12.</b>	<b>WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>42</b>
<b>13.</b>	<b>BUSINESS LICENSE.....</b>	<b>44</b>
<b>14.</b>	<b>DISPUTE RESOLUTION.....</b>	<b>44</b>
14.1	Dispute Resolution Procedures.....	44
<b>15.</b>	<b>JURISDICTION AND COUNCIL NON-APPROPRIATION.....</b>	<b>44</b>
<b>16.</b>	<b>GENERAL.....</b>	<b>45</b>
16.1	Entire Agreement.....	45
16.2	Amendment.....	45
16.3	Consultant Terms Rejected.....	45
16.4	Survival of Obligations.....	45
16.5	Cumulative Remedies.....	45
16.6	Notices.....	45
16.7	Unenforceability.....	46
16.8	Headings.....	46
16.9	Singular, Plural and Gender.....	46
16.10	Waiver.....	46
16.11	Signature.....	46
16.12	Enurement.....	47

**SCHEDULE C – FORM OF PROPOSAL .....49**  
**SCHEDULE C-1 - STATEMENT OF DEPARTURES.....51**  
**SCHEDULE C-2 - PROPONENT’S EXPERIENCE, REPUTATION AND RESOURCES .....52**  
**SCHEDULE C-3 - PROPONENT’S TECHNICAL PROPOSAL (SERVICES) .....54**  
**SCHEDULE C-4 - PROPONENT’S TECHNICAL PROPOSAL (TIME SCHEDULE) .....55**  
**SCHEDULE C-5 - PROPONENT’S FINANCIAL PROPOSAL.....56**

## 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](http://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](http://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](mailto:purchasing@surrey.ca)

**on or before the following date and time**

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

**Date: April 3, 2024**

**(the “Closing Time”).**

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

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

### 2.2 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City’s requirements under this RFP (the “Information Meeting”). At the time of issuance of this RFP a meeting has been scheduled as follows:

**When: March 20, 2024**

**Where: Video/Phone Conference – Microsoft Teams Meeting**

**Time: 11:00 a.m. (PST)**

It is possible that some questions raised, and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Proposal. Proponents are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Proponents interested in participating in this Information Meeting should email their request to [purchasing@surrey.ca](mailto:purchasing@surrey.ca).

**Note: No minutes of the Information Meeting will be provided**

### 2.3 Late Proposals

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

## 2.4 Amendments to Proposals

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

## 2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-030-2024-011

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](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://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 will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

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

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

### 1. SERVICES

The City is seeking the services of a Preferred Proponent with expertise in contemporary cemetery practices and design to develop a concept plan for the cemetery and create detailed cemetery design and layout for the construction of new plots, columbarium, green burials, scattering gardens, and other supportive operational and visitor amenities (the “Concept Master Plan”).

The Services will include, but not limited to the following:

- market analysis, feasibility study, and a review of the regulatory requirements, both provincial and municipal, to provide new interment services in Surrey;
- site analysis, planning, design, and permitting should take the full site into consideration with the understanding that the cemetery expansion in the areas east of the Semiahmoo Trail will be built out first;
- design should also provide a phasing and operational strategy for the forested area west of the Semiahmoo Trail; and
- the Preferred Proponent will aid the City in applying for archeological permits.

#### **Vision**

To expand the operational capacity of Sunnyside Lawn Cemetery to accommodate a variety of interment options and maximize the efficient use of the site while ensuring the site complies with archaeological permitting requirements and provides design solutions for protecting the Semiahmoo Trail and other significant environmental features within the site.

#### **Background**

The Sunnyside Lawn Cemetery is located at 14850 28 Ave in South Surrey. The site is approximately 28 acres. Surrey currently provides a full suite of interment options and, through this project, will expand new areas for interment in Sunnyside Lawn Cemetery and add green burial as a service offering.

The north-east portion of the site is an operational cemetery, with remainder of the site being mostly forested. The site is transected by the Semiahmoo Trail, which is a recreational pedestrian and cycling trail, and is a registered and protected heritage route and an archeological sensitive area. The property is also designated as a Green Infrastructure Network (GIN) Hub in Surrey’s Biodiversity Conservation Strategy (BCS).

#### **Surrey Project Team**

The City has assembled a dedicated project team that consists of the Cemetery Operations Manager, a Landscape Architect, and a Parks & Recreation Planner (the “Project Team”). The City’s Communications & Marketing Section will also be supporting the project.

## 2. PROJECT ELEMENT CONSIDERATIONS

Consider the following cemetery interment options and amenities for this project. This list is not exhaustive; consider other elements and amenities throughout the course of the project based on site conditions, background research, public and staff input on the overall cemetery design.

Elements for Consideration	Objective
Single and double depth in-ground interment	<ul style="list-style-type: none"> <li>• Maximize site efficiency with layout and variety of interment options.</li> <li>• Review options for pre-casted plots to improve operational efficiency.</li> <li>• Ensure plot orientations satisfy diverse cultural or religious requirements.</li> <li>• Ensure proper drainage throughout site.</li> </ul>
Green burials	<ul style="list-style-type: none"> <li>• Maximize site efficiency with layout and variety of interment options.</li> <li>• Review of provincial and municipal regulatory requirements to update Surrey’s bylaws and practices to accommodate green burials.</li> <li>• Develop opportunities for naturalizing green burial sites over time.</li> </ul>
Scattering gardens	<ul style="list-style-type: none"> <li>• Consider different memorial options (i.e. individual memorial stones versus collective memorial feature)</li> </ul>
Columbarium	<ul style="list-style-type: none"> <li>• Maximize site efficiency with layout and variety of interment options.</li> <li>• Use columbarium to retain grades and to create placemaking opportunities.</li> </ul>
In-ground cremation interment	<ul style="list-style-type: none"> <li>• Maximize site efficiency with layout and variety of interment options.</li> <li>• Ensure proper drainage throughout site.</li> </ul>
Memorial features (i.e. stones, markers, trees, benches)	<ul style="list-style-type: none"> <li>• Maximize site efficiency with layout and variety of memorial options.</li> <li>• Create placemaking opportunities.</li> <li>• Increase revenues by co-located memorial features with plots.</li> </ul>
Horticultural landscaping	<ul style="list-style-type: none"> <li>• Ensure the Semiahmoo Trail is incorporated into the landscape design.</li> <li>• Provide plantings complementary to the existing natural areas and protect sightlines.</li> <li>• Ensure remaining trees are wind firm.</li> <li>• Protect environmental connection between ecological sensitive areas, refer to Biodiversity Design Guideline.</li> </ul>
Washroom	<ul style="list-style-type: none"> <li>• Location for an accessible public washroom during operational hours.</li> </ul>
Formal entrance design	<ul style="list-style-type: none"> <li>• Improve site entrance for better wayfinding and site organization.</li> <li>• Identify locations, types, and contents of signage needed for wayfinding and information.</li> </ul>

Parking lot and lane	<ul style="list-style-type: none"> <li>• Reduce the reliance on street parking to better serve visitors.</li> </ul>
Walking paths and vehicle access	<ul style="list-style-type: none"> <li>• Improve site circulation with considerations for accessibility and mobility needs.</li> <li>• Connect new paths to the surrounding road network and Semiahmoo Trail.</li> </ul>
Operations and storage areas	<ul style="list-style-type: none"> <li>• Improve operational function of the site.</li> <li>• Minimize visual and operational vehicle's traffic impact to the rest of the site.</li> </ul>
Reflection Area	<ul style="list-style-type: none"> <li>• Provide a space away from dedicated memorial areas for visitors to retire to as needed.</li> </ul>
Site phasing	<ul style="list-style-type: none"> <li>• Develop a plan that allows for phased build out overtime.</li> <li>• Allow for the conversation of site elements (i.e. paths, roads, green burial sites) to be repurposed as cemetery reaches capacity.</li> </ul>

**3. SCOPE OF SERVICES**

Below is the summary of scope of Services in phases. Phasing has been provided for document organization only; staff recognize that some Services will be ongoing beyond the phases identified below and may be better combined or delivered elsewhere in the Preferred Proponent's proposed work plan and project timelines.

**3.1 Pre-Design Phase**

The Services is expected to be completed prior to design work commencing. However, the City recognizes that some of this work will be ongoing or need to be revisited/revised at later phases of the project.

- (a) Internal Meetings  
Attend meetings and site visits with City staff to discuss the vision for the cemetery. Explore known issues, concerns, constraints, and learnings from previous cemetery projects and operational practices. The City staff will provide internal learning summaries. The Preferred Proponent should keep meeting minutes of these discussions.

**Deliverable:**

- Attend a minimum 2 meetings (one meeting to be a site visit with City staff) and provide meeting minutes as needed. Proponents can propose and budget for more meetings if deemed necessary to achieve their work plan. Please include a unit cost for additional meetings.

- (b) Background Research  
Prepare background research to inform cemetery design and operational improvements that include, but are not limited to:
  - (1) Best practices in cemetery design and operation;
  - (2) Advances in burial types and techniques (green burial, scattering gardens, double stacked in-ground interment, etc.) and associated requirements;



- (3) Changing trends for interment and commemoration/memorial options;
- (4) Provincial and municipal legislation and bylaw requirements as they pertain to changes in burial practices; and
- (5) City's Design Guidelines for Semiahmoo Trail buffer and landscaping requirements

**Deliverable:**

- Summary report of background research and information as it pertains to the site.

(c) Site Analysis

Undertake the site analysis and assessments to determine site constraints and opportunities and determine necessary permits for construction. City's survey team will provide the base survey in PDF and CAD format. The Preferred Proponent's site analysis will include, but is not limited to:

- (1) Review existing topographical and site conditions including but not limited to existing plots, buildings and works yard, paths and circulation, roads, services (water, drainage, electrical), and grades and hydrology; and
- (2) Archeological assessment and investigation, as noted in Schedule A-2.

**Deliverables:**

- Archeological report to inform site design.
- Archaeological permits as necessary to be obtained by the completion of the project.
- (3) Tree inventory and assessment for the purposes of determining tree removal to expand the cemetery operation. Tree removal and protection plan is required to maintain trees and vegetation within the Semiahmoo Trail protection buffer and include a Visual Impact Assessment for an edge assessment after land clearing.

**Deliverables:**

- Tree inventory by Certified Arborist or Registered Professional Forester.
- Visual impact assessment and windfirm boundary assessment by Registered Professional Forester.
- Tree risk assessment report on remaining trees (may be included in windfirm boundary assessment) by Certified Arborist or Registered Professional Forester.
- Tree protection and removal plan which will be coordinated with final design by Certified Arborist or Registered Professional Forester.
- (4) Environmental site assessment as it pertains to the City's Biodiversity Conservation Strategy and municipal and provincial regulations and requirements for development.

**Deliverable:**

- Environmental assessment report by a Qualified Environmental Professional

(d) Feasibility Study

Develop a feasibility study based on:

- (1) Market analysis of demand for different interment and commemoration options based on Surrey, and where applicable, the greater region's, demographics, and faith-based practices. Consider changes in interment trends to meet this demand;
- (2) Unit costs for burial types;
- (3) Return on investment for burial types based on space allocation and commemoration costs; and
- (4) Recommended changes to existing City cost rates, allocation practices and policies, burial certifications to better serve residents of Surrey.

**Deliverables:**

- Market analysis and feasibility report.
- Unit costs for burial types.

### 3.2 Communications and Public Engagement Phase

Undertake a public engagement and communications processes to capture feedback and facilitate discussions from external and internal stakeholders, and the general public. The City expects public engagement to span in multiple phases. Public engagement and communications to include the following:

- (a) A Communications Plan and materials, developed in partnership with the City's Project Team and Corporate Marketing & Communications team, to promote the project to the public and stakeholders.

The Communications Plan will be created and managed by the City's Corporate Marketing & Communications team. The City's Corporate Marketing & Communications team will develop written and infographic content for any promotional materials and will coordinate mailers and advertisement as necessary.

**Deliverable:**

- Minimum 2 meetings with the City's Project Lead and Corporate Marketing & Communications staff to assist in the development of the Communications Plan, including key messages and coordinating advertising and marketing timelines.

- (b) An Engagement Plan for how feedback and input from the community and internal stakeholders will be received for the project. To complete the Engagement Plan, the Preferred Proponent will review the City's Public Engagement Strategy and Tool Kit and work in partnership the City's Project Lead and Corporate Marketing & Communications team.

The engagement program developed through this plan will be executed by the Preferred Proponent and should include, but is not limited to:

- 2 public open houses
- 2 public online survey
- 4 stakeholder meetings/workshops
- 4 workshops with City staff

The Preferred Proponent will be responsible for:

- Creating boards and engagement materials for stakeholders and internal staff workshops, and public open houses. (Note: Printing of materials will be the responsibility of the City);
- Facilitating public engagement sessions with stakeholders and the public;
- Coordinating with the City staff to refine survey questions (Note: Data reporting and analysis can be provided in-house by the City, but preference is for the Preferred Proponent's project team to undertake their own analysis.); and
- Synthesize data analysis and public feedback from all engagement tactics into the project design and engagement report.

Note: Proponents are to provide a summary of their engagement plan in their proposal. Proponents are encouraged to include additional engagement components, beyond those listed above, in their engagement plan should they deem them necessary to meet the objectives of the project. At minimum, the proposal should include a base hourly rate for additional public open houses and engagement workshops should additional events be required through the course of the project.

**Deliverables:**

- Minimum of two meetings with the City's Project Lead and Corporate Marketing & Communications staff to develop the Engagement Plan.
- Executing the engagement program. An engagement report at 100% completion of the engagement program summarizing the engagement actions taken and the relevant feedback and data analysis gathered.

### **3.3 Master Concept Phase**

Undergo a Concept Master Plan process for a cemetery in a park setting, ensuring park values are provided alongside a functioning cemetery operation. More than just a functional layout in plan view, the plan should communicate a vision. It should respond to context, express placemaking, and deliver a spatial experience. The deliverable will include a plan drawing and is also supported by three-dimensional exploration. In conjunction with the findings of the Pre-Design Phase and preliminary findings of the Engagement Phase, at a minimum, the below criteria are to be considered. However, the plan may also include additional criteria that the project team, based on their experience, deems important to review and consider in the design process.

- (a) Interment layout and approximate quantities for different burial types;
- (b) Setback from and integration with Semiahmoo Trail / biodiversity corridor;
- (c) Tree retention, protection, and replanting opportunities;
- (d) Site grading, e.g. universal access, identify needs for grade retention;
- (e) Pedestrian, vehicular, and operational circulation;
- (f) Hierarchy of pathways, wayfinding, and locating formal entrances;
- (g) Operational access and storage;
- (h) Placemaking opportunities, e.g. visual anchors, memorial benches and tree promenades, horticultural areas;
- (i) Spatial design, e.g. using vertical elements to create volumetric space;

- (j) Naming areas to assign identity;
- (k) User experience, e.g. spaces for contemplation, celebration, ceremony, and recreation;
- (l) Locating onsite amenities, e.g. washroom, office, seating;
- (m) Material palette;
- (n) Parking opportunities, e.g. parking lot, parallel parking;
- (o) Service access to electrical, water, drainage, and sanitary mains; and
- (p) Phasing for incremental build-out and potential replanting.

(1) Parks expects approximately \$1,000,000 in capital funding to be advanced in 2024/2025 for the construction and build out of Phase 1 of the master plan.

**Deliverable:**

- A cemetery Concept Master Plan to incorporate above criteria (a to p). Two milestone versions to be provided:
  - A draft master plan be presented to the public for stakeholder and public feedback.
  - A final master plan with revisions based on staff, stakeholder, and public feedback.
- Recommendations for bylaw changes to implement the master plan.
- Design guidelines document explaining expansion phasing, design themes and principles, guidance on choosing appropriate memorial elements at specific locations, and operational practices.
- Proof of placemaking through scaled three-dimensional representations. This may be 3D model, isometric, or hand renderings that expresses the spatial experience of the proposal.
- Minimum 2 meetings with the City's Project Team to coordinate the master plan revisions and feedback. The Proponents may propose more meetings in their Proposal as deemed necessary for their work plan. Please include a unit cost for additional meetings.

**3.4 Detailed Design Phase**

(a) Construction Drawing Set

Refine the master plan and spatial visions into detailed drawings used for permitting and phased construction. The Design should take into consideration a phased construction approach as some elements may be transitional and be rebuilt for the final build-out. Detailed design at each phase should futureproof for the next and final phase. The Design is to be accompanied by a refined cost estimate.

**Deliverable:**

- Construction drawing set for Phase 1 build out to 100% completion to satisfy a Class A cost estimate and construction drawing sets for subsequent phases completed to 50% completion to satisfy a Class C cost estimate. Construction drawings are to include, but are not limited to:
  - Existing conditions with demolition and tree protection plan
  - Layout plan, use the City's georeferencing system (see Schedule A-1)

- Material plan
- Grading plan
- Drainage plans
- Planting plans (including memorial trees)
- Irrigation plan
- Water service plan
- Sanitary service plan
- Electrical service plan
- Wayfinding signage plan to city standards
- Erosion and Sediment Control (ESC) plan
- Sections and details, including columbarium, in-ground interment excavation depth and construct, entrance gateway, memorial structures, benches, pathways, fencing, tree planting
- Construction specifications to support construction drawing set;
- Class A cost estimate for construction works associated with Phase 1 build out, including permit costs and other fees;
- Class C cost estimate for construction works associated with subsequent phases of development;
- Minimum 2 meetings with the City's Project Lead to coordinate detailed design, revisions and feedback;
- Minimum 2 interim drawing submissions (in addition to / leading up to drawing sets for permitting) to City's Project Lead for review; and
- Final drawing set should be to the caliber of and labelled as 'Issued for Construction' set.

(b) Permitting

Undertake the required work to obtain necessary permits for construction.

- (1) Archeological Permits as necessary, refer to Schedule A-2.
- (2) Erosion and Sediment Control (ESC) permitting. Refer to Surrey's Erosion and Sediment Control requirements.

**Deliverables:**

The following permits, and any others deemed necessary through the course of the project:

- Archaeological permit
- Erosion and Sediment Control (ESC) permit

Note: Identifying a washroom location on the plans is within the scope of this project. However, building designs are not within the scope of this project.

At the time of issuance of this RFP the development permit and building permits may not be required based on the scope of work provided in this document.

#### **4. DELIVERABLES SUMMARY**

Below is a summary of the deliverables noted by the City for this project. This is for reference purposes only and the Preferred Proponent should review the scope of Services closely to determine the required inputs to complete these deliverables.

- (a) Facilitate meetings with staff, stakeholders, and public open houses;
- (b) Background research report;
- (c) Tree inventory report and protection plan with Visual Impact Assessment;
- (d) Archeological assessment reports;
- (e) Market analysis and feasibility study with unit costs;
- (f) Environmental assessment report;
- (g) Engagement Plan;
- (h) Execute engagement program;
- (i) Engagement summary;
- (j) Concept Master Plan and design guidelines;
- (k) Construction drawing set with supporting specifications and Class A and Class C cost estimates; and
- (l) Permits for pre-construction testing and construction as needed:
  - (1) Archaeological permit
  - (2) Erosion and Sediment Control (ESC) permit

#### **5. PREFERRED PROPONENT TEAM**

The Preferred Proponent and its team should be led by a Landscape Architect with subconsultants on the team, recommended but not limited to:

- (a) Landscape Architect (prime consultant)
- (b) Archaeologist
- (c) Certified Arborist or Registered Professional Forester
- (d) Engineers
  - (1) Geotechnical, Civil, Structural, Electrical (if applicable)
- (e) Qualified Environmental Professional
- (f) Irrigation designer

#### **6. ESTIMATED BUDGET**

The City's estimated budget is \$300,000 (including disbursements and applicable taxes) for the full scope of this master plan and design project. The City may, at its sole discretion, consider Proposals that exceeds this amount.

#### **7. ESTIMATED TIMELINE**

Below is an estimated timeline only. The Proponent is to provide a schedule of the project based on their proposed work plan and knowledge of public engagement, design, and permitting timelines.

April 2024

- Design contract award

April 2024

- Startup meeting with staff

April to June 2024

- Pre-Design Phase with deliverables completed

April to September/October 2024

- Communication and Public Engagement Phase
- Public engagement to occur in June and September/October

July to November 2024

- Concept Master Plan Phase

November 2024 to November 2025

- Detailed Drawings Phase
- Obtaining permits

**-END OF PAGE-**

## SCHEDULE A-1 GEOREFERENCING REQUIREMENTS

The City of Surrey lies within Integrated Survey Area No.1, Surrey (ISA No.1), and is also covered by the Metro Vancouver Active Control System (MV-ACS). Through measurements to Integrated Survey Monuments around the City, surveys can be georeferenced to a standard accepted datum and map projection. The City's digital data is stored and provided geospatially correct relative to the NAD83(CSRS) 4.0.0.BC.1.GVRD horizontal datum. Coordinates are projected in UTM Zone 10 North with drawing linework in GRID. This ensures consistency among the City's integrated survey monuments, COSMOS data and direct GPS observations.

Accordingly, to provide data consistency and ease of use, all drawings, designs and coordinates provided to the City must:

- Have horizontal (northing and easting) coordinates projected in the GRID UTM Zone 10 North map projection and be based on the NAD 83(CSRS) 4.0.0.BC.1.GVRD horizontal datum.
- Have all CAD linework in GRID distances, with a scale factor calculation between GRID to GROUND provided.
- Have elevations referred to the CVD28GVRD vertical datum (until otherwise directed), whereupon all elevations are to be referred to the CGVD2013 vertical datum.
- Show in the legend of the drawing(s): the horizontal and vertical datums used, the GRID to GROUND scale factor, as well as the control monument and its respective coordinates (northing, easting, elevation) that were used to derive the coordinates and elevations of the survey/ drawing.

A Sample legend is shown below for reference.

*All Distances Are Ground Distances. To Convert To Grid Distance, Multiply By Scale Factor.  
Coordinates In UTM, Zone N 10, Datum: NAD83(CSRS)4.0.0.BC.1.GVRD  
Control Monuments are Spatially Located in the Plan View of this Drawing.  
All Elevations Are Geodetic Derived From Control Monuments Situated Within City of Surrey.  
Control Monuments Shown are Published in the MASCOT Database Maintained by GeoBC.  
CAD Design File is Prepared in Grid.*

---

<i>Control Monument</i>	<i>92H0891</i>	<i>Scale Factor</i>	<i>0.9995905</i>
<i>Located at</i>	<i>104 Avenue</i>	<i>132 Street</i>	<i>NE Corner</i>
<i>Northing</i>	<i>5448786.384</i>		
<i>Easting</i>	<i>510468.602</i>		
<i>Elevation</i>	<i>88.543m Datum: CVD28GVRD</i>		





## Archaeologist

The Proponent should include an archaeologist sub-consultant on the project team. The archaeologist must have experience working with and a relationship with Semiahmoo First Nation. Experience working with and a relationship with Kwantlen First Nation is desirable but not required.

## Archaeology Scope

### (1) General

The Archaeologist is to develop and execute the archaeological program for the cemetery project.

Given that the cemetery touches a known provincial archaeological site, the following assessments, reports, permits, and meetings may be required; this list is not exhaustive. The identified scope items are based on past archaeological work for the City's projects and may or may not be required for the cemetery project. The archaeological workplan should be based on the cemetery site and the project team's archaeologist's experience with Provincial archaeological requirements and First Nations archaeological protocols. The archaeological work plan is to identify scope items that are required under legislation for the site and items that may be required or optional to the City based on the larger scope of the cemetery design and development project. Optional scope items are to be identified as a separate cost in the proposal.

- Engagement and collaboration with First Nations is required.
- An Archaeological Overview Assessment (AOA) may be required. No Provincial permit is required but First Nation permits are required.
- A supplemental Chance Find Procedure and an Ancestral Remains Plan may be required.
- An Archaeological Impact Assessment (AIA) and an associated Heritage Inspection Permit (S12.2) from the Provincial Archaeology Branch are likely required. First Nation permits are required.

As needed, reference the following precedent Archaeological documents from Surrey's Disaster Mitigation Adaptation Fund program:

- *Appendix III: DMAF Archaeological Overview Assessment* prepared by Golder & Associates, 2019;
- *Appendix IV: General City of Surrey Guidelines for Archaeological Chance Find*, 2020;
- *Other: Metro Vancouver Chance Find Procedure; DMAF Heritage Inspection Permit* application, approved permit, and associated reports completed by Archer CRM for Nicomekl Riverfront Park; and Surrey's *Ancestral Remains Plan*.

### (2) Detailed

- **Engagement and collaboration with First Nations**

*The City has identified this as required scope.*

The First Nations are rights holders. The City has a responsibility to inform the First Nations of any projects happening within their unceded traditional territory. The City resides on the traditional unceded territory of Kwantlen, Katzie, and Semiahmoo First

Nations. It is important to the City to protect the Rights of Indigenous Peoples, build relationships, strive for reconciliation, manage risk, and fulfill responsibilities to the Crown. These responsibilities extend to the consulting team and Archaeologist and proper engagement with First Nations is required.

- Ensure the archaeological program is considerate of First Nations archaeological protocol. Review archaeological policies of First Nations; Kwantlen First Nation has a Heritage Policy and associated permits.
- Consider UNDRIP and DRIPA.
- Consider that provincial law is focused on tangible remains, but the First Nation's protocols also look at the preservation of cultural heritage beyond the physical, e.g. places of cultural purposes like a portal.
- Confirm with the City proper contacts for the First Nations. Log all correspondence, submissions, and responses to/from the First Nations.
- Assist the City's staff to submit a Notice of Intent to the First Nations outlining what the project is, type of disturbance, what type of archaeology field testing we are planning to do, and an invitation to meet.
- Thoroughly vet the archaeological program with the First Nations. Include three or more meetings with the First Nations: 1) intro meeting; 2) AOA findings and proposed field-testing locations; and 3) post field-testing, review results and design changes.

- **Archaeological Overview Assessment (AOA)**

*Desktop and visual inspection.*

*Include in your Proposal if required, or note if it is optional to the City.*

Conduct the assessment and capture findings in an AOA report, e.g. areas of potential, soil types, etc. Review permits and documentation with the Archaeology Branch for known site DgRq-95 (Semiahmoo Heritage Trail) and other nearby known sites. Similar to Golder's DMAF AOA Report, include a table of recommendations in the AOA report.

*\*Given that the cemetery is on either side of known archaeological site DgRq-95, we believe there is potential, and therefore an AOA (which determines if there is potential) may not be necessary and we could jump immediately to the AIA.*

- **Chance Find Procedure & Ancestral Remains Plan**

*Include in your Proposal if required, or note if it is optional to the City.*

The City does not have a standard Chance Find Procedure or Ancestral Remains Plan. Use the City's *DMAF Chance Find Procedure* prepared by Golder & Associates, 2019 and the *DMAF Ancestral Remains Plan*. Develop a supplemental Chance Find Procedure specific to the cemetery project, based on learnings from the City's recent archaeology projects (Nicomekl Riverfront Park, etc.).

- **Archaeological Impact Assessment (AIA)**

*Desktop and fieldwork.*

*The City has identified that this is likely required scope.*

In accordance with the Heritage Conservation Act, we believe an Archaeological Impact Assessment will be required for this project. Apply for a Provincial **Heritage Inspection Permit** (HIP; S12.2) and conduct an **Archaeological Impact Assessment** (AIA) for the cemetery project.

- Assess areas of archaeological potential and provide greater site-specific resolution than the AOA.
  - Develop a field investigation program based on 1) the areas of high potential, and 2) the design, as in the areas of proposed disturbance/excavation and to excavation depth. Machine testing locations should be chosen based on the final Concept Master Plan / actual areas of construction. GPR testing is not required.
  - Ensure that the archaeological field investigation program reflects the conceptual design. Do this by overlaying known archaeological sites and proposed testing locations on an aerial of existing conditions and on the concept plan; reference Nicomekl Riverfront Park for an example. Include areas beyond the cemetery property line. Denote testing machinery, approach, duration, schedule, etc. Prior to conducting the field testing, present the field-testing program and these drawings to the First Nations for review and discuss whether testing locations and methods are appropriate and whether any additional test locations are required. Give three or more weeks notice to the First Nations prior to testing dates, for field monitors.
  - In your Proposal, provide a fee per day of field investigation (including disbursements) to have cultural monitors from applicable First Nations (Katzie, Kwantlen, Musqueam, Semiahmoo, Tsawwassen, and Tsleil-Waututh nations), and related permitting and reporting.
  - Determine how the archeology/potential of the site will influence cemetery design and make recommendations to the Landscape Architect. The Landscape Architect is to modify the Concept Master Plan accordingly. When designing cemetery elements, avoid archaeological sites and high potential areas.
  - Specify how to manage the risk of subsurface cultural resources being disturbed by the project. Develop Archaeological mitigation measures in accordance with the findings. Note in the AIA the best practice of keeping cultural soil (disturbed but not sifted) on site which Semiahmoo First Nation has recommended on other Surrey projects.
  - The *Heritage Inspection Permit* (S12.2) must be approved, and Ancestral Remains protocol and Chance Find Procedures must be in place prior to beginning any ground disturbance on site, e.g. archaeological field testing or geotechnical testing.
  - Develop the required reports to satisfy the AIA and HIP. Share reports with First Nations for comments.
- Anticipate at least four meetings and one site visit with City staff to discuss archaeological permitting, testing, and reports.

- If applicable, monitor geotechnical tests. Undetermined how many boreholes are needed.
- Ensure the archaeological program and First Nations engagement is coordinated with the overall project schedule. Typical timelines are: AOA 3-6 months; Heritage Inspection Permit (S12.2) 9-12 months; AIA 6-12 months; First Nations permits 3-6 months; a total cumulative lead time of 30 months prior to construction.
- Any additional or different archaeological scope needed for this project, including any additional permits, monitoring and reporting, other than what is stated above. Denote which scope items are optional to the City.

**Out of scope:** Archaeological work for and during the park construction phase:

- Site Alteration Permit (SAP) from the Archaeology Branch, including execution, monitoring of geotechnical, environmental or other works, AOA of additional areas, etc.

**Include in your Proposal:**

- Your specific approach and workplan for the archaeological scope (AOA, Chance Find, Ancestral Remains, field program, geotechnical monitoring, etc.) and collaboration with First Nations.
- Provide a lump sum fee for the archaeological scope. In addition, provide a per day fee for field investigation including disbursements to have cultural monitors from applicable First Nations (Katzie, Kwantlen, Musqueam, Semiahmoo, Tsawwassen, and Tsleil-Waututh nations).
- Your approach and cost associated with any additional or different scope items beyond what is described above.

**NOTE:** Proponents are not to contact the First Nations directly when developing a response to this Schedule A-2, and without prior written approval from the City's Project Lead.

**-END OF PAGE-**

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Sunnyside Lawn Cemetery Master Plan

**Reference No.:** 1220-030-2024-011

**TABLE OF CONTENTS**

[< 📄 insert page numbers]

- 1. INTERPRETATION.....**
  - 1.1 Definitions.....
  - 1.2 Appendices.....
  
- 2. SERVICES.....**
  - 2.1 Services.....
  - 2.2 Amendment of Services.....
  - 2.3 Additional Services.....
  - 2.4 Standard of Care.....
  - 2.5 Term.....
  - 2.6 Time.....
  
- 3. PERSONNEL AND SUB-CONTRACTORS.....**
  - 3.1 Qualified Personnel.....
  - 3.2 Listed Personnel and Sub-Contractors.....
  - 3.3 Replacement of Personnel or Sub-Contractors.....
  - 3.4 Sub-Contractors and Assignment.....
  - 3.5 Agreements with Sub-Contractors.....
  
- 4. LIMITED AUTHORITY.....**
  - 4.1 Agent of City.....
  - 4.2 Independent Contractor.....
  
- 5. FEES.....**
  - 5.1 Fees.....
  - 5.2 Payment.....
  - 5.3 Disbursements.....
  - 5.4 Records.....
  - 5.5 Non-Residents.....
  
- 6. CITY RESPONSIBILITIES.....**
  - 6.1 City Information.....
  - 6.2 City Decisions.....
  - 6.3 Notice of Defect.....
  
- 7. INSURANCE AND DAMAGES.....**
  - 7.1 Indemnity.....
  - 7.2 Survival of Indemnity.....
  - 7.3 Consultant’s Insurance Policies.....

- 7.4 Insurance Requirements.....
- 7.5 Consultant Responsibilities.....
- 7.6 Additional Insurance.....
- 7.7 Waiver of Subrogation.....
- 8. TERMINATION .....**
- 8.1 By the City.....
- 8.2 Termination for Cause.....
- 8.3 Curing Defaults.....
- 9. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS.....**
- 9.1 Applicable Laws and Policies.....
- 9.2 Codes and By-Laws.....
- 9.3 Interpretation of Codes.....
- 10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION.....**
- 10.1 No Disclosure.....
- 10.2 Freedom of Information and Protection of Privacy Act.....
- 10.3 Return of Property.....
- 11. USE OF WORK PRODUCT .....**
- 12. WORKERS' COMPENSATION BOARD, AND OCCUPATIONAL HEALTH AND SAFETY.....**
- 13. BUSINESS LICENSE.....**
- 14. DISPUTE RESOLUTION .....**
- 14.1 Dispute Resolution Procedures.....
- 15. JURISDICTION AND COUNCIL NON-APPROPRIATION.....**
- 16. GENERAL.....**
- 16.1 Entire Contract.....
- 16.2 Amendment.....
- 16.3 Consultant Terms Rejected.....
- 16.4 Survival of Obligations.....
- 16.5 Cumulative Remedies.....
- 16.6 Notices.....
- 16.7 Unenforceability.....
- 16.8 Headings.....
- 16.9 Singular, Plural and Gender.....
- 16.10 Waiver.....
- 16.11 Signature.....
- 16.12 Compliance with Covid-19 Policy.....



16.13 Enurement.....

**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 1- A GEOREFERENCING REQUIREMENTS**

**APPENDIX 1- B ARCHAEOLOGICAL REQUIREMENTS**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

## Sunnyside Lawn Cemetery Master Plan


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

AGREEMENT No.: 1220-030-2024-011

### BETWEEN:

**CITY OF SURREY**  
13450 – 104<sup>th</sup> 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.

## *Sunnyside Lawn Cemetery Master Plan*

**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 1-A Georeferencing Requirements;  
Appendix 1-B Archaeological Requirements;  
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 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.

#### 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](mailto: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) Contract total amount to be separated into project phases defined by Schedule A -Scope of Work,
  - (6) the percentage of Services completed of a project phase at the end of the previous month;
  - (7) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
  - (8) taxes (if any);
  - (9) 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, 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  
<img alt="redacted" data-bbox="294 771 324 784"/> **insert department/division/section name**>  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: <img alt="redacted" data-bbox="294 824 324 837"/> **insert contact name**>  
<img alt="redacted" data-bbox="294 841 324 854"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 878 384 891"/> **insert**>

Business Email: <img alt="redacted" data-bbox="354 96 381 108"/> insert>

(b) The Consultant:

<img alt="redacted" data-bbox="294 159 321 171"/> insert name and address>

Attention: <img alt="redacted" data-bbox="294 194 321 206"/> insert contact name>

<img alt="redacted" data-bbox="294 211 321 223"/> insert title>

Business Fax No.: <img alt="redacted" data-bbox="354 247 381 259"/> insert>

Business Email: <img alt="redacted" data-bbox="354 264 381 276"/> 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)

***(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 1-A – GEOREFERENCING REQUIREMENTS**

**APPENDIX 1-B – ARCHAEOLOGICAL REQUIREMENTS**

**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:** Sunnyside Lawn Cemetery Master Plan

**RFP Reference No.:** 1220-030-2024-011

**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](mailto: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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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](http://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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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 work to be undertaken to complete the project's requirements and deliverables as specified in Schedule A;
- (v) a description of standards to be met by the Proponent in providing the Services;
- (vi) Work plan: a description of work schedule with proposed start and completion dates, key milestones, and meetings with staff;
- (vii) Engagement Plan: provide a summary of the Proponent's Engagement Plan. The Proponents are encouraged to include additional engagement components, beyond those listed in Schedule A, in their engagement plan should they deem them necessary to meet the objectives of the project;
- (viii) Archaeological Requirements (refer to Schedule A-2): provide a description of your specific approach and workplan for the AOA, Chance Find, Ancestral Remains, field program, geotechnical monitoring, etc.) and your proposed collaboration with First Nations. **(Proponents are not to contact the First Nations directly when developing a response to this Schedule A-2 and without prior approval from the City's Project Lead)**;
- (ix) 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);
- (x) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (xi) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

**-END OF PAGE-**



## **SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

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

Proposal to include a budget for the cemetery project that includes the Proponent's fees for the individual scope of work components, disbursements, and other soft costs. Include a table of Preferred Proponent's, expected number of hours, and cost per hour for review. The Proposal should also include a base cost for any additional required public engagement sessions that may arise during the planning process and items deemed optional in the archeological program.

### **Schedule of Rates:**

**Schedule C-5 Proponent's Financial Proposal [SAMPLE]** may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):

Hostname: <https://mft.surrey.ca>  
Logon ID           surreybid  
Password:         Welcome

Locate Folder     1220-030-2024-011

### **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:

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### **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.