

NO: R125

COUNCIL DATE: June 12, 2017

REGULAR COUNCIL

TO: Mayor & Council **DATE: June 6, 2017**

FROM: General Manager, Parks, Recreation & Culture **FILE: 6140-20/S**
City Solicitor

SUBJECT: South Surrey Athletic Park, Bayside Rugby Facility - Partnering Agreement

RECOMMENDATION

The Parks, Recreation & Culture Department and the Legal Services Division recommend that Council:

1. Receive this report as information; and
2. Approve, subject to compliance with the public notice provisions of the Community Charter, the execution by the appropriate City officials of the Partnering Agreement between the City of Surrey (the "City") and the Bayside Athletic Association as generally described in this report, a copy of which is attached to this report as Appendix "I".

INTENT

The purpose of this report is to obtain approval to execute a Partnering Agreement (the "Partnering Agreement"), in relation to the construction and operation of a rugby related Fieldhouse Facility on City-owned lands in the South Surrey Athletic Park (the "Facility").

BACKGROUND

The Parks, Recreation & Culture Strategic Plan (2008-2017) recommends that the Department "work with community organizations to assist in the development of program opportunities and facilities".

Bayside Athletic Association ("Bayside"), based in South Surrey, is a successful rugby association with hundreds of members and a Capital Fund for projects that can enhance the services they provide to their members. In the past, Bayside has made presentations to the Parks, Recreation & Sport Tourism Committee regarding a partnership with the City to develop a rugby fieldhouse Facility in South Surrey Athletic Park. Since that time Parks staff members have met with Bayside representatives on several occasions to discuss their contributions to the project and reach agreement on a number of design and operational details.

A Development Permit has recently been submitted by the Parks Division to the City's Planning & Development Department for the Rugby Fieldhouse in South Surrey Athletic Park. Approval of the Partnering Agreement by Council is a pre-requisite for staff to proceed with construction of the facility.

DISCUSSION

The City-owned land that is proposed for use by Bayside for the Facility is on a sloped, grass area adjacent to the rugby field on the South side of 20 Avenue, within the South Surrey Athletic Park as shown illustrated in Appendix "II" (Location Plan) of this report.

The essence of the partnership is that the City provides the land, builds the change rooms and public washrooms as typically would be constructed by the City and adds an unfinished space on the upper level for use by Bayside. In return, Bayside contributes funds for the construction of the unfinished space, agrees to pay the cost to make kitchen, concession and other improvements to the unfinished space and assumes responsibility for the operation and maintenance of the upper level of the facility according to a number of operating conditions contained in the Operating Agreement. The City will operate and maintain the change rooms and public washrooms as it does for any typical washroom and change room facility built by the City.

The Partnering Agreement

The Partnering Agreement authorizes the City to provide "assistance" to Bayside for this project. Assistance is broadly defined in the *Community Charter* as "assistance within the meaning of section 25(1)". Section 25(1) states:

- "25(1) Unless expressly authorized by or under this or another Act, a council must not provide a grant, benefit, advantage or other form of assistance to a business, including:*
- a. Any form of assistance referred to in section 24 (1) [publication of intention to provide certain kinds of assistance], or*
 - b. An exemption from a tax or fee."*

The forms of assistance to which Section 24(1) refers are as follows:

- "24(1) A council must give notice in accordance with section 94 [public notice] of its intention to provide any of the following forms of assistance to a person or organization:*
- a. Disposing of land or improvements, or any interest or right in or with respect to them, for less than market value;*
 - b. Lending money;*
 - c. Guaranteeing repayment of borrowing or providing security for borrowing;*
 - d. Assistance under a partnering agreement."*

The proposed Partnering Agreement with Bayside includes the following potential types of assistance:

- (a) Contribution by the City of land for use by Bayside as the site for the Facility throughout the Term of the Facility Operating Agreement;

- (b) Payment by the City of all permit fees and development cost charges levied by the City, and those collected by the City on behalf of a third party, attributable to the initial construction of the Facility;
- (c) Payment by the City of all costs associated with the initial construction of the Facility in compliance with the requirements of the Facility Construction Agreement between the City and Bayside;
- (d) Provision or secondment of City employees or employee time to work with Bayside to help coordinate the use and operation of the Facility with other City services or programs;
- (e) Waiver of the City's potential interest in any revenues collected by Bayside related to a portion of the Facility;
- (f) Maintenance and repairs by the City of some portions of the Facility in compliance with the Facility Operating Agreement;
- (g) Maintenance by the City of the parking areas, paved plaza area, pedestrian pathways and landscaping adjacent to the Facility; and
- (h) Access to and use of the Facility for a nominal rate over an extended term of twenty years.

If the Partnering Agreement is approved by Council, public notice of the City's intention to provide assistance under the Partnering Agreement will be provided in accordance with sections 24 and 26 of the *Community Charter*.

The Construction Agreement

The Construction Agreement is reflected in the Partnering Agreement, attached as Appendix "1" of this report. It sets out the obligations of both the City and Bayside regarding the initial construction of the Facility and the improvements to the unfinished space made later by Bayside. It also establishes procedures to be used by the City to manage and account for the cash and 'in-kind' contributions from Bayside towards the project. The Term of the Construction Agreement ends once the entire Facility is complete, including the initial construction project as well as all improvements to the unfinished space by Bayside.

The Construction Agreement states that the City will commence construction upon receipt of sufficient funds and In-Kind contributions from Bayside towards the Bayside portion of the initial construction project.

The Operating Agreement

The Facility Operating Agreement is reflected in the Partnering Agreement, attached as Appendix "1" of this report. It outlines the terms and conditions associated with the use and operation of the Facility in 3 distinct areas: the Change Room and Public Washroom Area; the Activity Room Area (including improvements made by Bayside following the initial construction); and the Rugby Storage Area. The Facility Operating Agreement ensures that operations are conducted in a manner that is acceptable to the City. Areas that are used primarily by Bayside (the activity room area and the rugby storage area) are primarily maintained and operated at Bayside's cost. Where there is public use, (the change rooms and the public washrooms) the Facility Operating Agreement assigns responsibility to the City. Standard liability protection clauses are included to protect the City during the life of the Facility.

The Operating Agreement is for a term of twenty (20) years. It is comprised of an initial five (5) year term and three (3) renewal terms of five (5) years each.

Next Steps

Subject to Council approval of the Partnering Agreement, the City will continue to move forward with the Building Permit approval process. Upon the issuance of a building permit by the City, and subject to receipt of adequate funds and In-Kind contributions from Bayside, project construction will commence. It is expected that the Facility will be open for use approximately 12 months after the start of construction.

SUSTAINABILITY CONSIDERATIONS

The development of a Facility, as outlined in this report, will assist in achieving the following Desired Outcomes and Strategic Directions of the Sustainability Charter:

- Built Environment and Neighbourhoods SD 6 – Provide a range of community amenities including culture, recreation, health and educational facilities in each Town Centre.
- Health and Wellness DO 6 – Residents participate in a wide range of recreation and leisure activities.
- Health and Wellness SD 1 – Connect, facilitate and support people and organizations in innovative alliances for delivery of social, health and wellness programs.

CONCLUSION

Based on the above discussion, the Parks, Recreation & Culture Department and the City Solicitor recommend that Council:

- Approve, subject to compliance with the public notice provisions of the *Community Charter* the execution by the appropriate City officials of the Partnering Agreement between the City of Surrey (the "City") and the Bayside Athletic Association.

Laurie Cavan
General Manager
Parks, Recreation & Culture

Craig MacFarlane
City Solicitor

Appendix "I" - Rugby Fieldhouse Facility Partnering Agreement
Appendix "II" - Location Plan

SOUTH SURREY ATHLETIC PARK
RUGBY FIELDHOUSE
PARTNERING AGREEMENT

THIS AGREEMENT dated for reference the 9th day of May, 2017;

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue,
Surrey, British Columbia
V3T 1V8

("City")

AND:

BAYSIDE ATHLETIC ASSOCIATION
11953 Evans Street,
Maple Ridge, British Columbia,
V2X 5K8

("Bayside")

WHEREAS:

- A. The *Community Charter* authorizes the City to enter into a partnering agreement with a person pursuant to which the person agrees to undertake or provide services, including an activity, work or facility, on behalf of the City;
- B. The City wishes to partner with Bayside, to construct and operate a Rugby Fieldhouse Facility at 14600 – 20th Avenue, Surrey, B.C., on a portion of the lands legally described as:

PID: 015 151 085
Legal: LOT 4, SECTION 15, TOWNSHIP 1, PLAN 83184 NWD EXCEPT
PLAN BCP 46838

(the "Lands")

NOW THEREFORE in consideration of \$10.00 paid by Bayside to the City and other good and valuable consideration, the receipt and sufficiency of which the City acknowledges, the parties agree as follows:

1. In this Partnering Agreement,
 - (a) "**Assistance**" has the same meaning as in the *Community Charter*, S.B.C. 2003, c. 26, as amended;
 - (b) "**Facility**" means the building shown as the SSAP Rugby Field House on the Plans and Drawings;
 - (c) "**Facility Construction Agreement**" means the separate agreement between the City and Bayside titled Facility Construction Agreement, substantially in the form attached hereto as Appendix 1;

- (d) **"Facility Operating Agreement"** means the separate agreement between the City and Bayside titled Facility Operating Agreement, substantially in the form attached hereto as Appendix 2; and
 - (e) **"Plans and Drawings"** means the plans and drawings, issued for Development Permit, prepared by Think Space Architects, dated 2016-11-02.
2. All terms defined herein are deemed to be the same definitions as contained in both the Facility Construction Agreement and the Facility Operating Agreement.
 3. Bayside covenants and agrees to pay all costs and assume responsibility for:
 - (a) a contribution of cash and services in kind to the City for use by the City for the construction of the Facility in compliance with the Facility Construction Agreement;
 - (b) the allocation, operation, maintenance and repair of portions of the Facility according to City standards and in a manner that complies with the conditions and requirements of the Facility Operating Agreement; and
 - (c) the planning, design, permitting, construction and installation of all improvements within the upper level activity room in a manner that complies with the City's development approval and building permitting procedures and requirements and in compliance with the Facility Construction Agreement.
 4. The City may, as and when it considers it appropriate to do so, and subject to all applicable statutory restrictions, provide any type of Assistance whatsoever to Bayside in connection with the construction, management and on-going operation of the Facility including, without limitation, any one or more of the following:
 - (a) a contribution by the City of a portion of the Facility for use by Bayside throughout the Term of the Facility Operating Agreement;
 - (b) payment by the City of all permit fees and development cost charges levied by the City, and those collected by the City on behalf of a third party, attributable to the initial construction of the Facility;
 - (c) payment by the City of all costs associated with the construction of the Facility in compliance with the requirements of the Facility Construction Agreement;
 - (d) provision or secondment of City employees or employee time to work with Bayside to help coordinate the use and operation of the Facility with other City services or programs;
 - (e) waiver of the City's potential interest in any revenues collected by Bayside related to a portion of the Facility;
 - (f) maintenance and repairs, at some times, of some portions of the Facility in compliance with the Facility Operating Agreement;
 - (g) maintenance by the City of the parking areas, paved plaza area, pedestrian pathways and landscaping adjacent to the Facility; and
 - (h) access to and use of a portion of the Facility for a nominal rate over an extended term.
 5. No part of this Partnership Agreement alters the City's ownership of the Lands or its ownership of improvements thereon.

6. The City and Bayside are not joint venturers or the agent of the other.

AS EVIDENCE of their agreement to be bound by the terms of this Partnering Agreement, the parties have executed this Partnering Agreement as follows:

CITY OF SURREY

By its authorized signatories:

Linda Hepner
Mayor

Jane Sullivan
City Clerk

BAYSIDE ATHLETIC ASSOCIATION

By its authorized signatories:

Kaj Briscoe
President, Bayside Athletic Association

Stephen Black
Past-President, Bayside Athletic Association

Attachment: Appendix 1 - Facility Construction Agreement
Appendix 2 - Facility Operating Agreement

**SOUTH SURREY ATHLETIC PARK
RUGBY FIELDHOUSE
FACILITY CONSTRUCTION AGREEMENT**

THIS AGREEMENT dated for reference the 9th day of May, 2017;

BETWEEN

CITY OF SURREY

13450 – 104th Avenue
Surrey, B.C.
V3T 1V8

("City")

(OF THE FIRST PART)

AND:

BAYSIDE ATHLETIC ASSOCIATION

11953 Evans Street
Maple Ridge, B.C.
V2X 5K8

("Bayside")

(OF THE SECOND PART)

WHEREAS:

- A. The City, is the owner of City park land located at 14600 – 20th Avenue, Surrey, B.C.;
- B. Bayside is a non-profit association whose purpose is to provide amateur athletic opportunities for its members;
- C. Bayside and the City, also referenced as "the Parties", have a mutual goal to develop a Rugby Fieldhouse in South Surrey Athletic Park for the use of Bayside members and the general public;
- D. Each of the Parties will contribute to the cost of constructing the Facility;
- E. Each of the Parties will contribute services related to the ongoing repair, maintenance and operation of the Facility; and
- F. The City and Bayside have entered into a separate Partnering Agreement as well as a separate Facility Operating Agreement related to the Facility.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and undertakings contained in this Agreement and for other good and valuable consideration now paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged), the City as owner and Bayside as Facility user and operator hereby covenant and agree as follows:

1.0 Definitions and Schedules

1.1 In this Construction Agreement:

- (a) "**Agreement**" means this Construction Agreement;
- (b) "**Bayside Improvements**" means the improvements undertaken by Bayside to create an activity room, kitchen, washrooms and janitor room within the large unfinished indoor space provided by the Initial Construction on the second level of the Facility;
- (c) "**Bayside Representative**" means the person designated by Bayside with the authority to make decisions and sign off on items referred to Bayside by the Construction Manager from time to time;
- (d) "**Construction Manager**" means the staff person designated by the City to manage the Initial Construction of the Facility;
- (e) "**Cost Contributions**" means the contributions made by the City and by Bayside as defined in Section 6.3 herein;
- (f) "**Facility**", means the building shown as the SSAP Rugby Field House on the Plans and Drawings;
- (g) "**Force Majeure**" means any prevention, delay, stoppage or interruption of the performance of any obligation of a party hereto due to a strike, lockout or other labour or industrial dispute or disturbance, act of God, inability to obtain materials, orders, delays in the approval process by governmental or regulatory authorities, enemy or hostile actions, civil commotion, fire or other casualty or any other condition beyond the reasonable control of a party hereto obliged to perform after application of all due diligence in connection therewith to minimize the effect of the same, but does not include any inability by that party to perform because of its lack of funds;
- (h) "**In-Kind**" services and contributions are those materials and services offered to Bayside by the suppliers and contractors who are supporters of Bayside for specific portions of the Initial Construction;
- (i) "**Initial Construction**" means the scope of construction work described in Section 5.2 herein;
- (j) "**Land**" means the parcel of land described in Section 2.1 herein;
- (k) "**Plans and Drawings**" means the plans and drawings issued for Development Permit, prepared by Think Space Architects, dated 2016-11-02, substantially in the form attached hereto as Schedule A;
- (l) "**Project Cost Estimate**" means the cost of Initial Construction derived by taking the average of cost estimates prepared by two (2) quantity surveyors in February 2017, working independently, and as more precisely itemized in Section 6.1 herein and substantially in the form attached hereto as Schedule B;

(m) "**Substantial Completion**" means that the project is essentially complete, potentially with a few minor deficiencies, as defined by the *Builders Lien Act*, and

(n) "**Term**" means the Term of this Agreement as defined in Section 4.1.

1.2 The following Schedules are attached to this Agreement and form a part hereof:

(a) Schedule A – Plans and Drawings

(b) Schedule B – Project Cost Estimate

2.0 Land Tenure and Facility Ownership

2.1 The Facility will be developed at South Surrey Athletic Park, located at 14600 – 20th Avenue, Surrey, B.C., on a portion of the Land with a description as indicated below:

PID: 015-151-085

Legal: Lot 4 Section 15 TWP 1 PI 83184 NWD
Except Plan BCP46838

The City is the sole owner of the Land on which the Facility is located, and no part of this Agreement will alter the ownership of the Land or Facility.

3.0 Intent

3.1 This Agreement sets out the obligations of the parties regarding the construction of the Facility. It also establishes procedures to be used to manage and account for the cash and In-Kind contributions of the Parties for the cost of construction of the Facility.

3.2 This Agreement is predicated on the basic principle that the Facility is a public amenity intended for the benefit of all community members, including Bayside, other sports groups, spectators and the general public who use the park.

3.3 The City and Bayside have entered into a separate Facility Operating Agreement which is conditional on the satisfactory completion of the Initial Construction of the Facility in compliance with this Construction Agreement.

4.0 Term and Renewals

4.1 This Agreement pertains only to the Initial Construction of the Facility and the construction of Bayside Improvements to the upper level of the Facility. The Term of this Agreement is in effect upon execution and expires when the Construction Manager:

(a) has determined, and provided notice to both parties that, the Initial Construction is complete and all deficiencies identified at Substantial Completion are complete;

- (b) has received all Cost Contributions from both the City and Bayside for the Initial Construction;
- (c) has provided both Parties with a written accounting of expenditures related to Initial Construction;
- (d) has received a final inspection certificate from the Building Division of the City's Planning and Development Department related to the Initial Construction; and
- (e) has determined that the Bayside Improvements have been completed and have received a final inspection certificate from the Building Division of the City's Planning and Development Department.

5.0 Design and Construction

- 5.1 The Parties agree to construct the Facility substantially in accordance with the Plans and Drawings.
- 5.2 Initial Construction will be a Facility of approximately 650 M² (7000 ft²) containing four (4) change rooms (each with a washroom area), a referee room, a first aid room, janitorial space, a storage room and a public washroom all located on the lower level and also containing a level paved area, walkway connections and a stairway to the second level containing a large, unfinished indoor space for future construction of the Bayside Improvements all as indicated on the Plans and Drawings.

6.0 Project Cost Estimate, Cost Contributions and Contract Procedures

- 6.1 The Project Cost Estimate for the Initial Construction has been derived by taking the average of cost estimates prepared by two (2) quantity surveyors in February 2017, working independently. The estimated cost of the Initial Construction (excluding the Bayside Improvements) including contingency amounts is \$2,000,000. The City portion of the Initial Construction is \$1,400,000 and the Bayside portion of the Initial Construction cost is \$600,000.

- 6.2 The Cost Contributions required by each party are as follows:

City Portion

Cash for City portion (including 10% contingency)	\$1,400,000	
TOTAL CONTRIBUTION BY CITY		\$1,400,000

Bayside Portion

In-Kind Contributions	\$ 400,000	
Cash and Contingency	\$ 200,000	
TOTAL CONTRIBUTION BY BAYSIDE		\$ 600,000

TOTAL COST OF INITIAL CONSTRUCTION		\$2,000,000
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- 6.3 The Parties agree to the total Cost Contributions by each party as itemized in Section 6.2 herein.

- 6.4 The Cost Contributions do not include the cost related to the Bayside Improvements of the upper level floor space that Bayside shall construct at their cost at a later date. The City is not obligated to contribute to the cost of the Bayside Improvements.
- 6.5 Bayside has undertaken fundraising efforts over the past several years that have resulted in a commitment of both cash and In-Kind contributions from their supporters towards the Facility. In order to establish certainty regarding the cash and In-Kind cash value that is available for the Initial Construction of the Facility, the Parties have agreed to the following procedure:
- (a) the scope of the In-Kind work offered by each Bayside contributor shall be clearly stated by the contributor, to the satisfaction of the Construction Manager;
 - (b) the value of the In-Kind work offered by each Bayside contributor shall be determined by taking the average value of the work based on the estimates prepared by the two (2) Quantity Surveyors;
 - (c) the total value of the In-Kind work offered by the several Bayside contributors will be summed and deducted from the total Cost Contribution required for the Bayside portion of the Initial Construction (as per 6.2 herein) to determine if the use of any cash is required from Bayside for the portion of the Initial Construction that is not covered by In-Kind work;
 - (d) the cash portion of Bayside's Cost Contribution is intended for use to pay the cost of any change orders associated with the Bayside portion of Initial Construction, as authorized by the Construction Manager, as well as for use to pay for any portion of the Initial Construction that is not covered by In-Kind work, as indicated in clause 6.5 (c);
 - (e) for work valued up to \$100,000, the City will require that each In-Kind contractor sign a Minor Works Contract, a draft copy of which has been provided, including any supplementary clauses thereto;
 - (f) for work valued at more than \$100,000, the City will require that each In-Kind contractor sign the typical CCDC construction contract, including any supplementary clauses thereto;
 - (g) the City will not execute the In-Kind contracts referred to in 6.5(e) and 6.5(f) until the City has issued a tender for all of the work associated with Initial Construction and the City has determined, at its sole discretion, that adequate funds are available to complete the project; and
 - (h) The Cash and Contingency portion of the Bayside Portion of the Cost Contributions shall be used as needed by the City for expenditures as authorized herein, and otherwise held in trust until 40 days following Substantial Completion at which time any funds remaining unspent shall be returned to Bayside;
 - (i) The City's tender process states that the City may terminate and not proceed with construction for any reason. Typically, the City proceeds unless the costs are too high in comparison to the funds available. The

Parties agree that if the City determines that the project cannot proceed after the tender process, the City shall notify Bayside, return to Bayside the cash held in trust and return the contracts referred to in 6.5(e) and 6.5(f) herein to the In-Kind contractors.

7.0 Construction Management and Coordination

- 7.1 The City and Bayside agree that the construction of the Facility will be managed by a staff member of the Parks Division. This position shall be designated as the Construction Manager for the Facility.
- 7.2 The Construction Manager shall ensure that:
- (a) the contracts with each trade, supplier and contractor are managed in a manner that is compliant with either a Minor Works Contract or a typical CCDC construction contract as appropriate;
 - (b) the Cost Contributions provided for the Initial Construction of the Facility by both parties are properly documented and taken into account;
 - (c) any change order request from a supplier or contractor is evaluated and a decision made, at the sole discretion of the Construction Manager, to either approve or deny the issuance of a Change Order;
 - (d) the cost implication of a Change Order issued to an In-Kind contractor is accounted for as, either an In-Kind Cost Contribution by Bayside, if agreed by that contractor, or, if not agreed by that contractor, a cash Cost Contribution by Bayside;
 - (e) the Bayside Representative is consulted on matters that have any significant impact on either the second level unfinished indoor space portion of the project or Bayside's Cost Contributions;
 - (f) all reasonable efforts are taken to ensure that the Initial Construction of the Facility is completed on budget and that Change Orders are approved only as necessary; and
 - (g) all reasonable efforts are taken to ensure that the Facility has achieved Substantial Completion within 12 months of first tendering the project.
- 7.3 The Bayside Representative will sign-off on the second level unfinished indoor space when notified by the Construction Manager that that portion of the project has achieved Substantial Completion.
- 7.4 If the Bayside Representative does not within ten (10) days following a meeting related to any matter associated with the second level unfinished indoor space either: (a) provide their sign off and approval; or (b) acting reasonably, raise an issue or deficiency to be resolved or remedied, then the Construction Manager is authorized to, and shall, continue with the project as if sign-off had been provided.
- 7.5 During the construction period, the City may place, on or about the construction site, media that conveys and acknowledges the contributions of Bayside and the

City to the Facility, in the form of logos or other graphic materials in such location and in such format as determined by the City.

8.0 Bayside Improvements

- 8.1 When the Initial Construction has been completed, Bayside intends to proceed with the Bayside Improvements to the second level unfinished indoor space portion of the Facility.
- 8.2 Bayside shall commence the construction of the Bayside Improvements within three (3) years of Substantial Completion of the Initial Construction and shall ensure that the Bayside Improvements are Substantially Complete within one (1) year of the date the Building Permit is issued except that any prevention, delay, stoppage or interruption of construction as a result of Force Majeure shall be taken into account.
- 8.3 Bayside will not make, erect, install or alter any improvements or trade fixtures in the Facility, any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Facility, in any case without having requested and obtained the City's prior written approval. In making, erecting, installing, or altering any improvements or trade fixtures, Bayside shall obtain all required building and occupancy permits, shall not alter or interfere with any installations which have been made by the City without the prior written approval of the City.
- 8.4 Bayside's request for any approval hereunder shall be in writing and accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications thereof. All electrical work to be performed in the Facility shall be performed by competent contractors and subcontractors. All such work shall be subject to inspection by and the reasonable supervision of the City and shall be performed in accordance with any reasonable conditions or regulations imposed by the City and completed in good and workmanlike manner in accordance with the description of the work approved by the City.
- 8.5 Renovations and construction must meet the B.C. Building Code, and will not be commenced until a Surrey building permit has been obtained.
- 8.6 Bayside shall ensure that all contractors and sub-contractors working on behalf of Bayside shall be paid in a timely manner for the work completed by said contractors and sub-contractors. Any dispute between Bayside and their contractors shall be resolved without any impact on the City or its affairs. Liens on City property will not be tolerated. Should a lien occur, Bayside shall be prohibited from using the Facility and all rights of use otherwise granted to Bayside shall be suspended until such time as any lien is removed, to the City's satisfaction.

9.0 Termination

9.1 If Bayside, or any of its In-Kind contributors, fail to comply with any of the terms and conditions of this Construction Agreement, such that, in the sole opinion of the Construction Manager, the completion of the Initial Construction of the Facility is severely delayed or its completion is put at risk as a result of that non-compliance, the City shall provide to Bayside notice of termination of this Agreement. If Bayside has not rectified, or commenced action that is satisfactory to the City to rectify, the non-compliance within 7 calendar days of such notice by the City, this Agreement shall be terminated and the City may proceed with the completion of the Facility (at the absolute discretion of the City) in a manner of their choosing.

10.0 Notices

10.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given if mailed in Canada by prepaid registered mail, sent by email, or by fax or personally delivered, in either case to the addresses as set out herein or at the address a party may from time to time designate.

To the City:

CITY OF SURREY
6651 – 148th Street
Surrey, B.C.
V3S 3C7

Attn: Park Development
Services Manager
Fax #: 604 501-5177
Email: tneufeld@surrey.ca

To Bayside:

BAYSIDE ATHLETIC ASSOCIATION
11953 Evans Street
Maple Ridge, B.C.
V2X 5K8

Attn: Kaj Briscoe
Fax #: 604 882-0030
Email: kajbriscoe@gmail.com

Any such notice shall be deemed to have been received at the time of transmission if transmitted by fax or email and, in the case of prepaid registered mail, 48 hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by fax or email or actual delivery of it.

10.2 The obligation of the Parties to proceed with the project contemplated in this Agreement is subject to the approval of a Partnering Agreement by the City's Municipal Council and public notification thereof as required by Provincial legislation. If the City does not provide such approval by September 30th, 2017, this Agreement shall be at an end and neither party shall have any further obligation to the other pursuant hereto.

IN WITNESS WHEREOF, the City and Bayside have executed this Agreement as follows:

CITY OF SURREY

by its authorized signatories:

Linda Hepner
Mayor

Jane Sullivan
City Clerk

BAYSIDE ATHLETIC ASSOCIATION

by its authorized signatory(ies):

Print Name

Signature

Title

Print Name

Signature

Title

Attachments: Schedule A – Plans and Drawings
Schedule B – Project Cost Estimate

SOUTH SURREY ATHLETIC PARK RUGBY FIELDHOUSE

14600 20 Ave, Surrey, BC V4A 9P5
LOT 4 SECTION 15 TOWNSHIP 1 PLAN 83184 NWD EXCEPT PLAN BCP46838

CONSULTANTS AND DRAWING LIST

Architectural

Thinkspace Architecture Planning Interior Design
Suite 300 - 10190 152A Street,
Surrey, B.C. V3R 4J7
Ph: (604) 581-8128
email: admin@thinkspace.ca

- A0.01 PROJECT INFORMATION
- A0.31 CONTEXT PLAN
- A0.32 SITE PLAN & SHADOW STUDY
- A1.01 FLOOR & ROOF PLANS
- A3.01 ELEVATIONS
- A4.01 SECTIONS
- A5.01 RENDERED ELEVATIONS
- A5.02 RENDERED PERSPECTIVES
- A5.03 RENDERED PERSPECTIVES

Surveyor

Marshall Surveys Ltd.
17554 20th Avenue
Surrey, BC, Canada V3S 9N5
Ph: (604) 581-8128
email: marshall@surveys@shaw.ca

TOPOGRAPHIC SITE SURVEY

Civil

KM Civil Consultants Ltd.
Suite 400 - 34077 Gladys Avenue
Abbotsford, BC, Canada V2S 2E8
Ph: (604) 853-8831

- 01 LOCATION PLAN AND GENERAL NOTES
- 02 SITE GRADING PLAN
- 03 SITE GRADING PLAN
- 04 WATER METER DESIGN AND LOCATION PLAN
- 05 TEMP. EROSION AND SEDIMENT CONTROL DETAILS
- 06 TEMP. EROSION AND SEDIMENT CONTROL PLAN

Landscape

ETA Landscape Architecture
1690 West 2nd Avenue
Vancouver, BC, Canada V6J 1H4
Ph: (604) 683-1456

- L1.0 LANDSCAPE AND TREE MANAGEMENT PLAN

PROJECT SUMMARY

The Rugby Fieldhouse will be constructed by the City of Surrey and will be a shared facility with the Bayside Athletic Association, a local rugby club. The facility will have four change rooms, public washrooms, referees room, first aid room, and a rugby field house/activity space combined in a two storey building. The building will be an extension of the existing baseball batting facility in the South Surrey Athletic Park. The project is divided into two parts, to be constructed in two phases.

Part One will consist of the following:

- The construction of the lower level with four change rooms and washrooms, a referee room, a first aid room, storage space, a mechanical space, and two public washrooms.
- The construction of the upper level shell.

Part Two will be in the form of a tenant improvement for the Bayside Athletic Association activity space which includes washrooms and a kitchen.

In addition to the Fieldhouse, and as part of the project, there will be site works and access improvements to the field house as well as some minor upgrades to landscaping. Separate to the contract with Thinkspace will be upgrades to the parking lot to the north.

Total Building Area 1,097m²
Existing Baseball Fieldhouse 499m²
Proposed Rugby Fieldhouse 681m²
(Lower Level 361m²)
(Upper Level 320m²)

Building Height
Existing Baseball Fieldhouse 10m (1 Storey + Mezzanine)
Proposed Rugby Fieldhouse 7.8m (2 Storeys)

Site Area 136,344m²

Note: Refer to Development Data Sheet submitted with the Development Permit Application for zoning requirements.



1 LOCATION PLAN
A0.01 SCALE: 1:1500

SCHEDULE A - PLANS AND DRAWINGS

7916-0665-00 (A) 15501

Project Number	15 501
Project Name	SSAP RUGBY FIELD HOUSE
Client	14600 20th Avenue, Surrey, BC, V4A 9P5
Drawn By	AD
Checked By	AD
Date	2023-11-02
Scale	AS NOTED

thinkspace
architecture planning interior design
300-10190 152A Street | Surrey, BC | V4A 1J7
(604) 581 8128 | (604) 581 8148 www.thinkspace.ca

Project Number	15 501
Project Name	SSAP RUGBY FIELD HOUSE
Client	14600 20th Avenue, Surrey, BC, V4A 9P5
Drawn By	AD
Checked By	AD
Date	2023-11-02
Scale	AS NOTED

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1 CONTEXT PLAN
NO.3/1 SCALE: 1:500

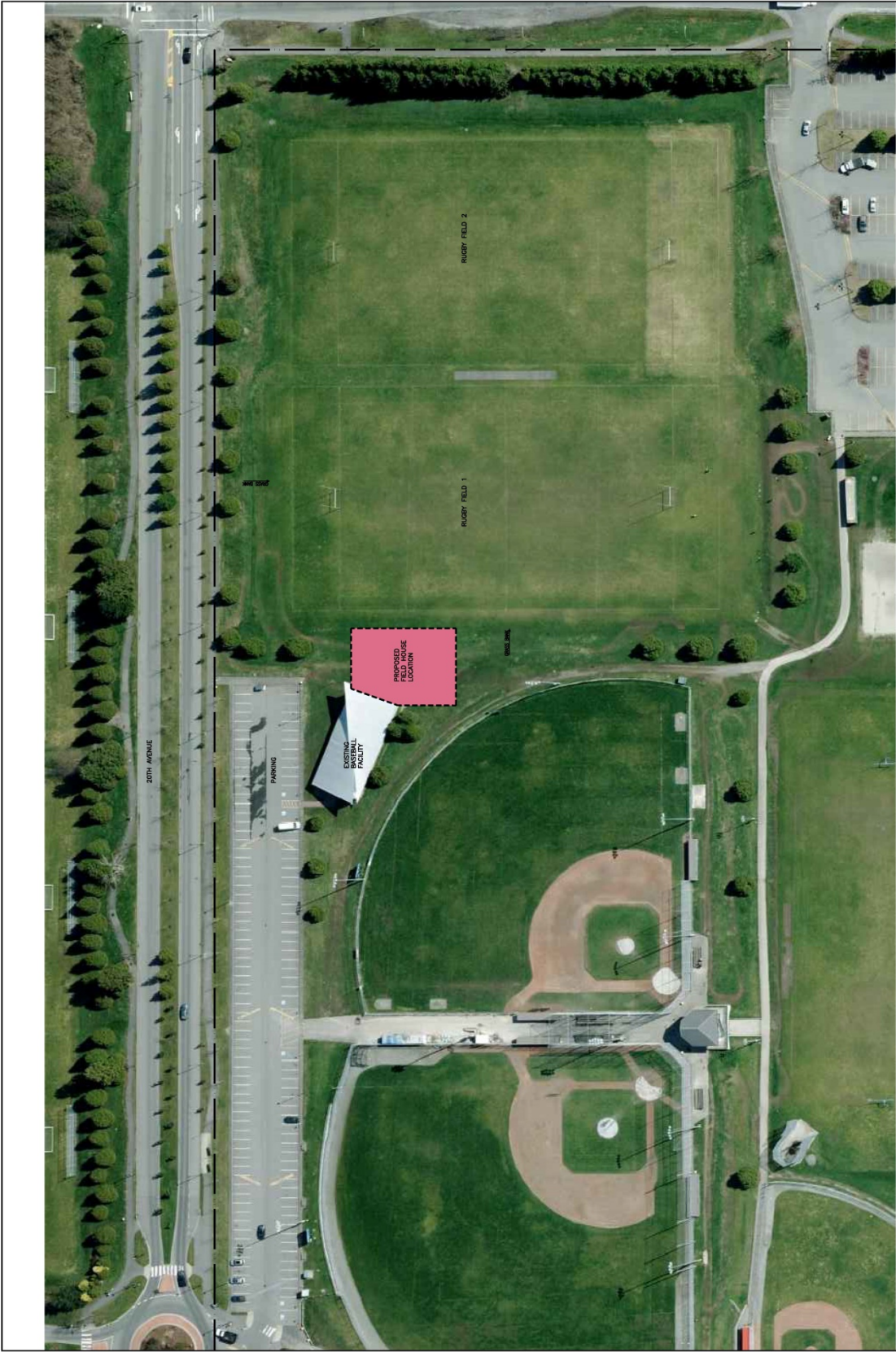
15 501 SSAP RUGBY FIELD HOUSE

1500 20 AVE SW, SUITE 20, VAN 985
1:500
NOV 15 2012

15 501 CONTEXT PLAN

7916-0665-00 (B)

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DATE: 11/15/12
PROJECT: 15 501
NO. OF SHEETS: 1
DRAWING NO.: 15 501-01
DESIGNER: [blank]
CHECKER: [blank]
DATE: 11/15/12

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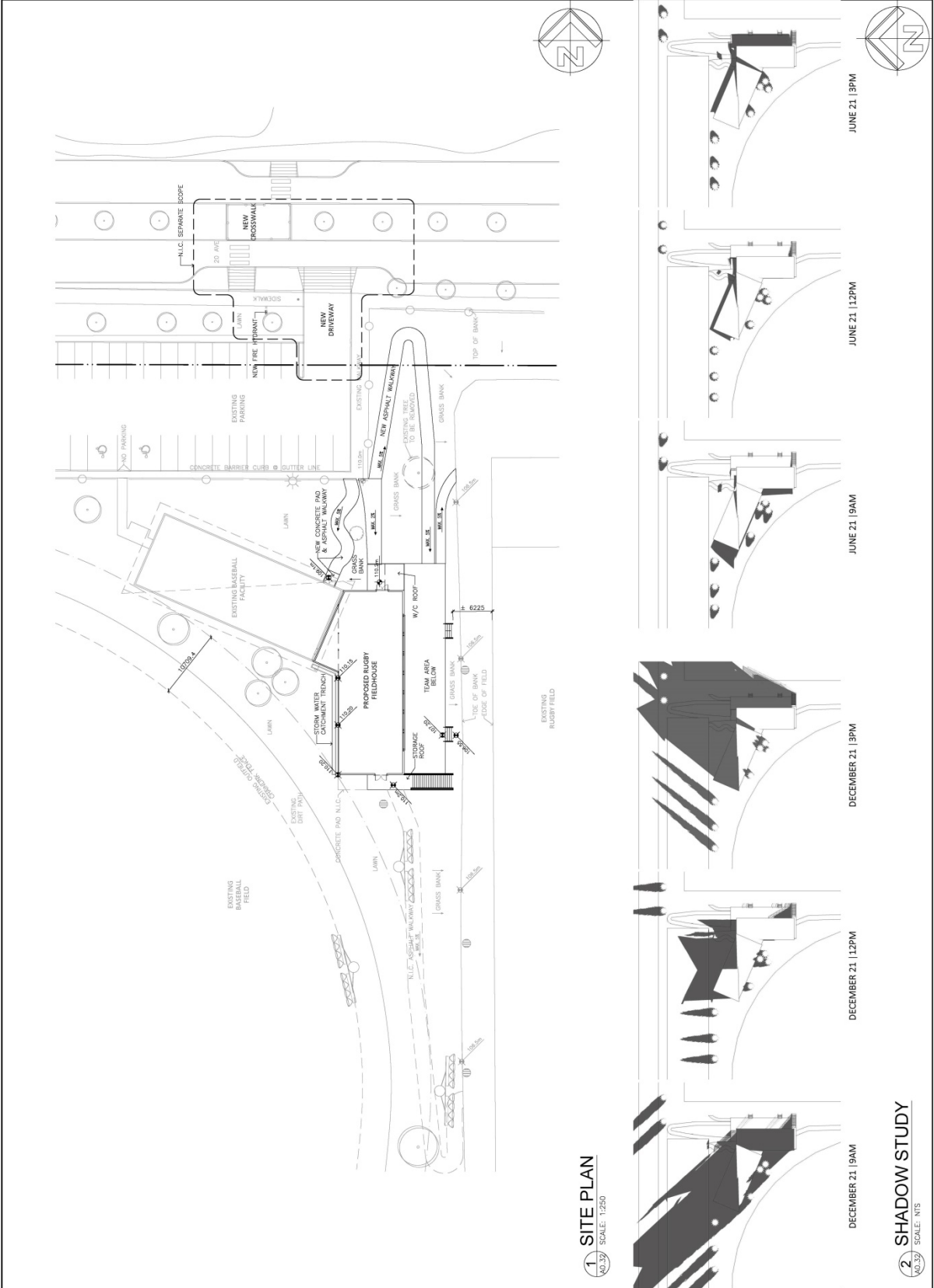
7916-0665-00 (C)

DATE	14/07/10
BY	AD/STP
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	SSAP RUGBY FIELD HOUSE
ADDRESS	15500 20 AVE, SURREY, BC V4A 9P9
PHONE	604-581-8128
EMAIL	thinkspace@thinkspace.ca

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 (604) 581 8128 www.think-space.ca

DATE	14/07/10
BY	AD/STP
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	SSAP RUGBY FIELD HOUSE
ADDRESS	15500 20 AVE, SURREY, BC V4A 9P9
PHONE	604-581-8128
EMAIL	thinkspace@thinkspace.ca

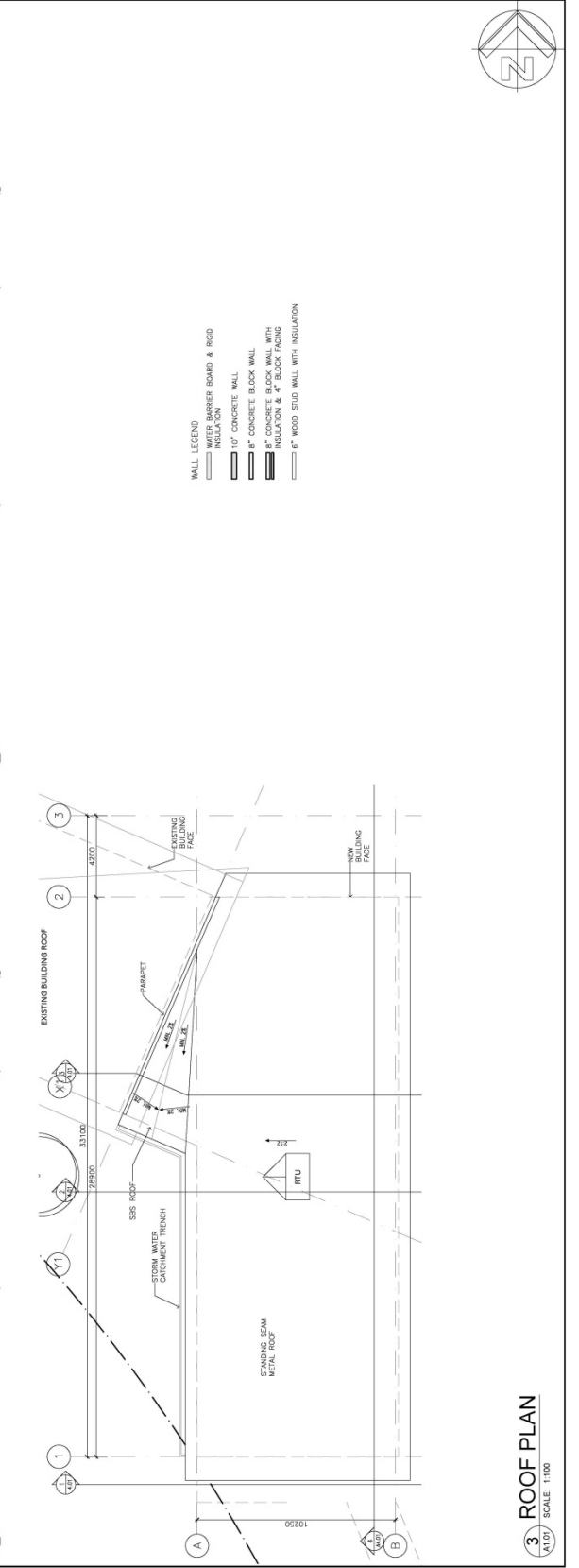
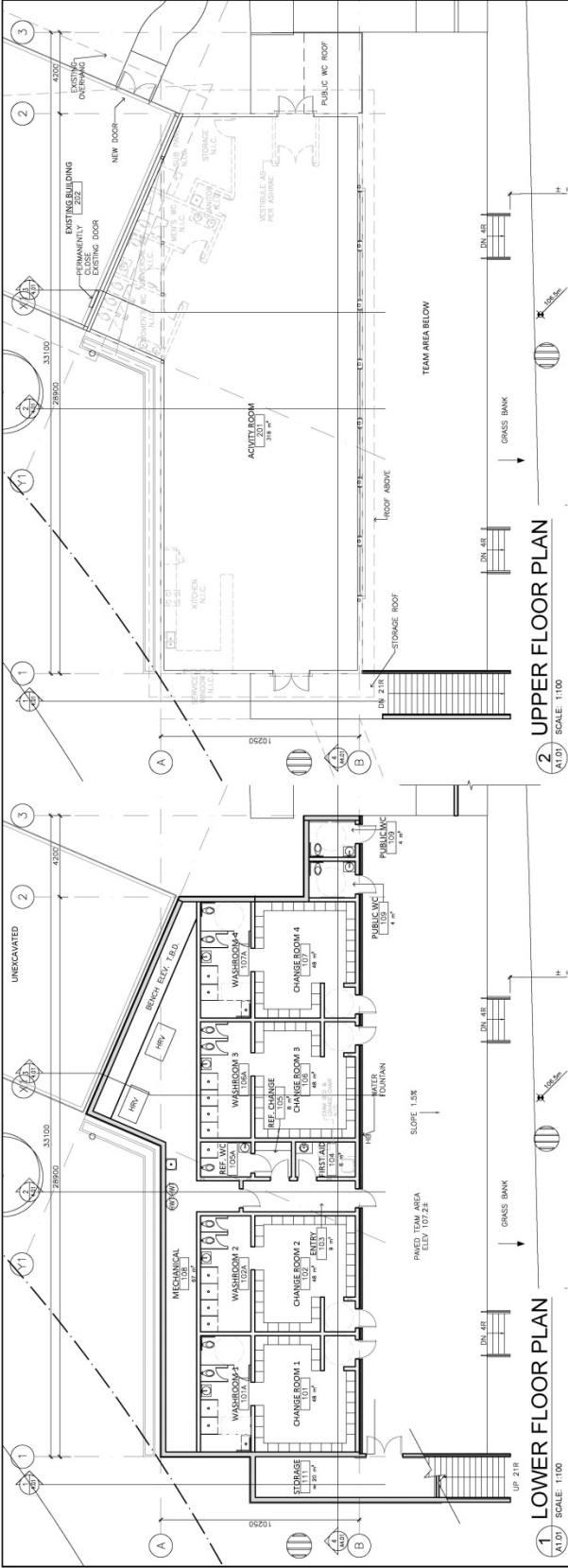
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1 SITE PLAN
 SCALE: 1:250

2 SHADOW STUDY
 SCALE: NIS

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NO.	DESCRIPTION	DATE

DEVELOPMENT PERMIT

DATE: 11/20/2024

PROJECT: SSAP RUGBY FIELD HOUSE

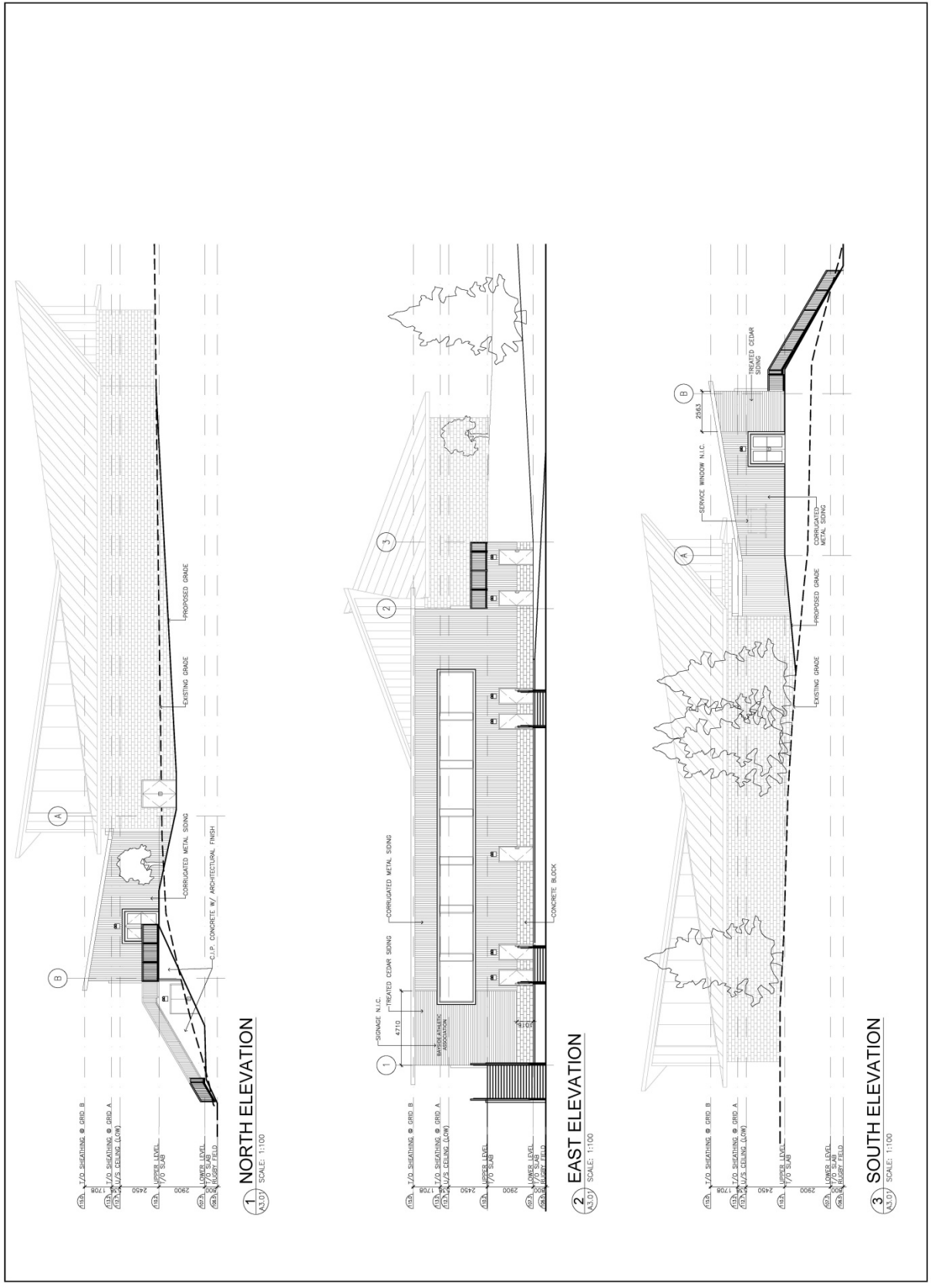
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DATE: 11/20/2024

PROJECT: SSAP RUGBY FIELD HOUSE

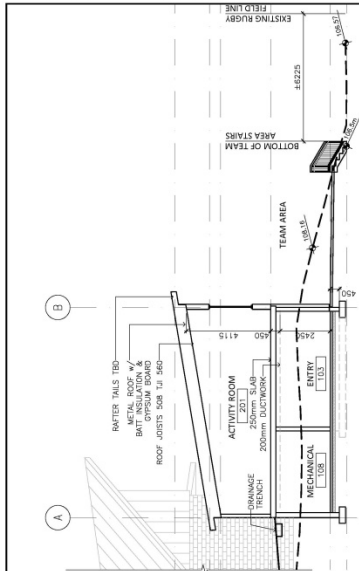
SCALE: 1:100



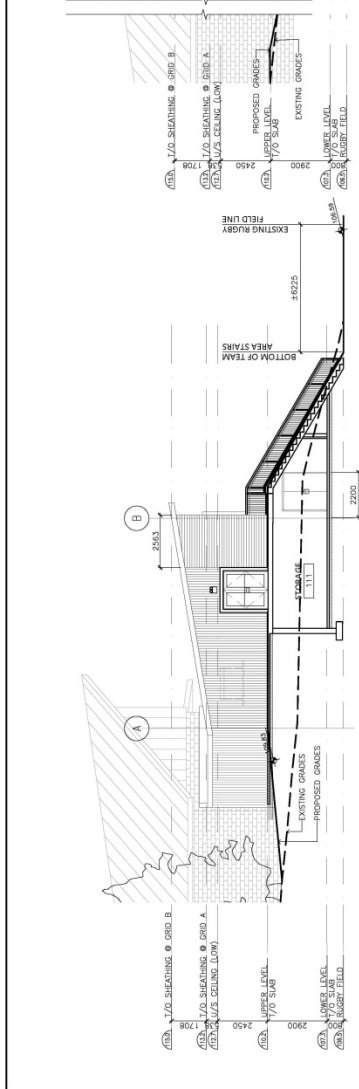




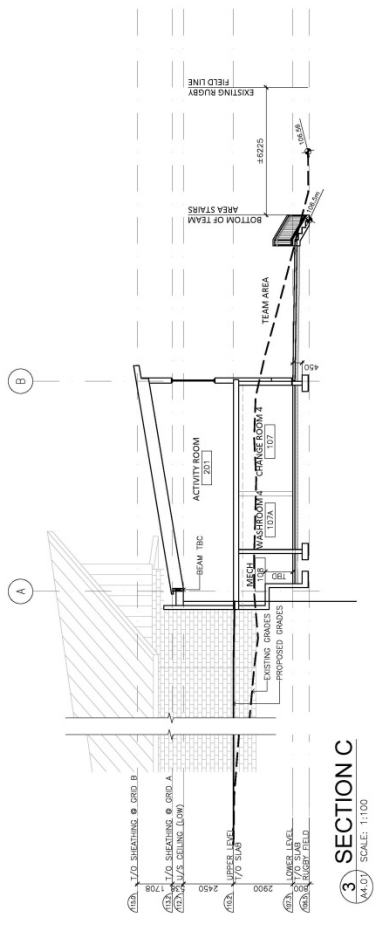
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DATE: 10/15/16	DESCRIPTION: DEVELOPMENT PERMIT
DATE: 10/15/16	DESCRIPTION: DEVELOPMENT PERMIT
DATE: 10/15/16	DESCRIPTION: DEVELOPMENT PERMIT
DATE: 10/15/16	DESCRIPTION: DEVELOPMENT PERMIT
DATE: 10/15/16	DESCRIPTION: DEVELOPMENT PERMIT
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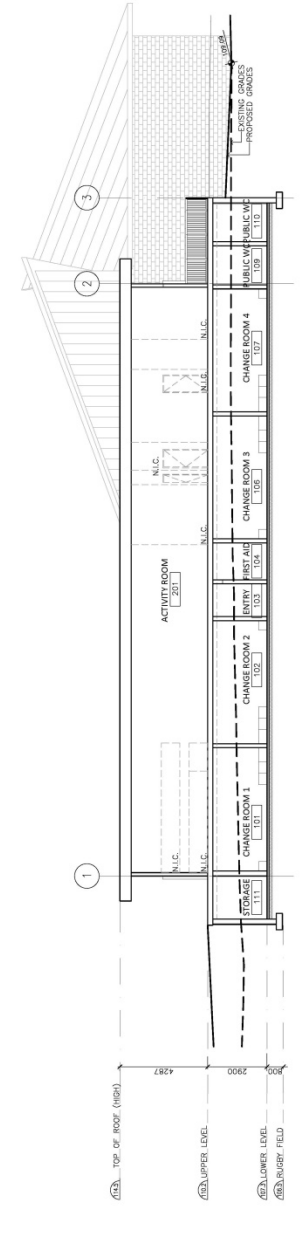
1 SECTION A
SCALE: 1:100



2 SECTION B
SCALE: 1:100



3 SECTION C
SCALE: 1:100



4 SECTION D
SCALE: 1:100

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7916-0665-00 (G)

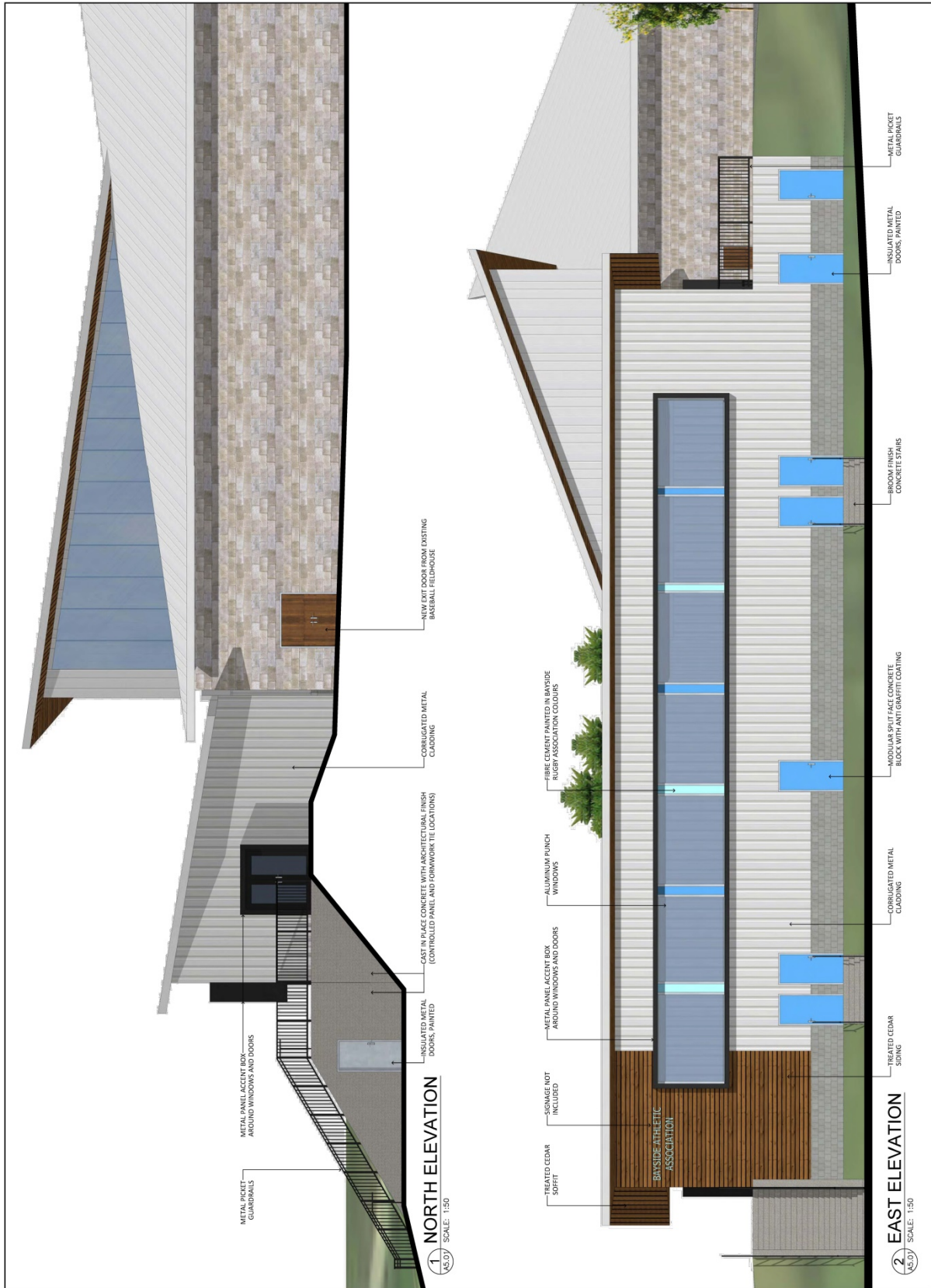
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DATE	2019-11-02
SCALE	1:50
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	15000 20 AVE. SUITE 201 V4A 9R5
DESIGNER	A.P. PENNER EVALUANS
PROJECT NUMBER	15 501

DATE	2019-11-02
SCALE	1:50
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	15000 20 AVE. SUITE 201 V4A 9R5
DESIGNER	A.P. PENNER EVALUANS
PROJECT NUMBER	15 501

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Tel: (604) 581-8128 Fax: (604) 581-8148
www.think-space.ca



1 NORTH ELEVATION
SCALE: 1:50

2 EAST ELEVATION
SCALE: 1:50

METAL PICKET
GUARDRAILS

METAL PANEL ACCENT BOX
AROUND WINDOWS AND DOORS

INSULATED METAL
DOORS, PAINTED

CAST IN PLACE CONCRETE WITH ARCHITECTURAL FINISH
(CONTROLLED PANEL AND JOINTWORK TIE LOCATIONS)

CORRUGATED METAL
CLADDING

NEW EXTERIOR DOOR FROM EXISTING
BASEBALL FIELDHOUSE

TREATED CEDAR
SIDING

SONGAGE NOT
INCLUDED

METAL PANEL ACCENT BOX
AROUND WINDOWS AND DOORS

ALUMINUM PUNCH
WINDOWS

FIBRE CEMENT PAINTED IN BAYSIDE
RUGBY ASSOCIATION COLOURS

BAYSIDE ATHLETIC
ASSOCIATION

TREATED CEDAR
SIDING

CORRUGATED METAL
CLADDING

MODULAR SPLIT FACE CONCRETE
BLOCK WITH ANTI GRAFFITI COATING

BROOM FINISH
CONCRETE STAIRS

INSULATED METAL
DOORS, PAINTED

METAL PICKET
GUARDRAILS

7916-0665-00 (H)

DATE	1/20/20
SCALE	1/2" = 1'-0"
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	RESEARCHER CIVILITARIAN
ADDRESS	300-10190 152A Street Surrey, BC V4A 1T7
PHONE	(604) 581 8128 (604) 581 8148 www.think-space.ca

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1 NORTH ELEVATION
 SCALE: 1/50

2 WEST ELEVATION
 SCALE: 1/50

DATE	1/20/20
SCALE	1/2" = 1'-0"
PROJECT	SSAP RUGBY FIELD HOUSE
CLIENT	RESEARCHER CIVILITARIAN
ADDRESS	300-10190 152A Street Surrey, BC V4A 1T7
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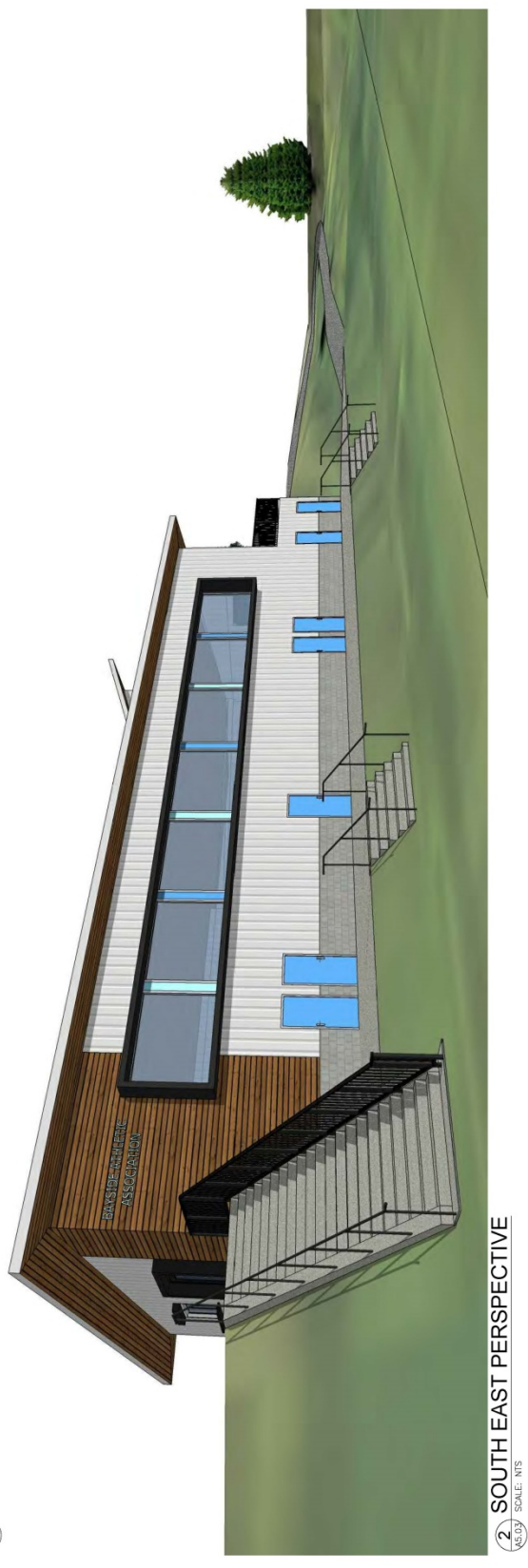
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1 NORTH EAST PERSPECTIVE
SCALE: NTS



2 SOUTH EAST PERSPECTIVE
SCALE: NTS

SCHEDULE B – PROJECT COST ESTIMATE

Bayside Athletic Association Fieldhouse
 14600 20th Avenue
 Surrey, BC

Item #	Element	Hanscomb QS			JBA QS			Surrey		Notes
		Quantity	Unit Rate	Amount	Quantity	Unit Rate	Amount	Averaged		
1	Substructure									
2	Foundations	679 m²	89.25	\$60,600.00	361 m²	300.00	\$108,300.00	\$108,300.00		
3	Basement Excavation Special Conditions	679 m²	83.95	\$57,500.00	361 m²	267.04	\$96,400.00	\$96,400.00		using high estimate based on conditions
		679 m²	50.81	\$34,500.00	361 m²	104.16	\$37,600.00	\$36,050.00		using high estimate based on conditions
4	Structure									
5	Lower Floor Construction	308 m²	87.34	\$26,900.00	361 m²	110.80	\$40,000.00	\$33,450.00		
6	Upper Floor Construction	338 m²	218.44	\$78,200.00	1,074 m²	209.55	\$225,000.00	\$76,400.00		
7	Structural Walls Roof Construction	364 m²	170.60	\$62,100.00	372 m²	241.67	\$90,000.00	\$131,000.00		not included in Hanscomb survey
8	Exterior Enclosure									
9	Walls Below Grade	549 m²	307.29	\$166,700.00	154 m²	128.82	\$78,800.00	\$123,750.00		
10	Walls Above Grade	233 m²	318.03	\$74,100.00	591 m²	243.31	\$143,800.00	\$108,950.00		
11	Windows	7 units	4685.00	\$32,800.00	7 units	4135.40	\$28,900.00	\$30,850.00		
12	Exterior Doors	13 units	3992.00	\$51,900.00	11 units	2390.91	\$26,300.00	\$39,100.00		
13	Roof Covering	334 m²	75.75	\$25,300.00	372 m²	325.00	\$120,900.00	\$73,100.00		
14	Projections Railings	1 sum	39600.00	\$39,600.00	15 m²	1961.67	\$29,400.00	\$54,100.00		
15	Interior Partitions									
16	Partitions Interior Doors	4 units	1350.00	\$5,400.00	12 m²	250.00	\$2,900.00	\$2,900.00		not included in wood framing
					4 units	1725.00	\$6,900.00	\$6,150.00		
17	Interior Finishes									
18	Floor Finish	609 m²	51.40	\$31,300.00	0 m²	0.00	\$29,900.00	\$30,600.00		
19	Ceiling Finish Wall Finish	520 m²	24.23	\$12,600.00	0 m²	0.00	\$15,900.00	\$14,750.00		
		842 m²	17.81	\$15,000.00	796 m²	36.17	\$28,800.00	\$21,900.00		
20	Vertical Movement									
21	Stairs		N/A			N/A				included in other works
22	Ramps									
23	Elevator Escalator									
24	Fittings and Equipment									
25	Millwork	1 sum	0.00	\$61,000.00	681 m²	18.80	\$12,800.00	\$80,450.00		line items 24-28 are consolidated
26	Rough Carpentry, sealants, firestopping				681 m²	2.64	\$1,800.00			
27	Misc. Specialties, corner guards, chaulking				681 m²	1.47	\$1,000.00			
28	Misc. metals				681 m²	65.05	\$44,300.00			Not presently accounted for
29	WC access				1 sum					
30	Signage/security									
31	Footgrille									
32	Fitness Equipment, Team Equipment Appliances									
33	Mechanical									
34	Plumbing and Drainage	679 m²	360.09	\$244,500.00	681 m²	303.82	\$206,900.00	\$225,700.00		
35	Fire Protection	679 m²	33.02	\$22,600.00	681 m²	66.81	\$45,300.00	\$40,750.00		
36	HVAC	679 m²	174.84	\$118,000.00	681 m²	151.39	\$103,000.00	\$125,600.00		
37	Controls	679 m²	19.73	\$13,400.00	681 m²	44.93	\$30,600.00	\$22,000.00		
38	Electrical									
39	Service and Distribution	679 m²	85.13	\$57,800.00	681 m²	57.12	\$38,900.00	\$48,800.00		line items 37-43 are consolidated
40	Lighting Power Fire Alarm	679 m²	173.64	\$117,900.00	681 m²	80.03	\$54,500.00	\$188,800.00		
					681 m²	34.51	\$23,500.00			
					681 m²	24.23	\$16,500.00			

41	Tel/Data Security			6.61	\$4,500.00			
42				5.87	\$4,000.00			
43								
Site Work								
44	Site Development	1615 m ²	124.40		\$285,900.00			
45	Mechanical Site Services	1 sum	132100.00		\$132,100.00			Contracted by City
46	Electrical Site Services	1 sum	65500.00		\$65,500.00			Completed by the City
Ancillary Work								
47	Demolitions	679 m ²		17100.00	\$17,100.00			line items 47-48 are consolidated
48	Alterations	1 sum	23500.00		\$23,500.00			
Overhead, Profits and Fees								
49	General Requirements	8%			\$335,200.00			50% reduction for Internal CM model
50	Fees	5%			\$20,000.00			Contingency
Cost Allowances								
51	Design and Pricing Allowance				\$28,500.00			Contingency
52	Excavation Allowance				\$28,500.00			
53	Construction Allowance				\$20,000.00			
TOTAL CONSTRUCTION ESTIMATE						\$2,176,000.00	\$2,371,000.00	\$1,990,475.00

**SOUTH SURREY ATHLETIC PARK
RUGBY FIELDHOUSE
FACILITY OPERATING AGREEMENT**

THIS AGREEMENT dated for reference the 9th day of May, 2017;

BETWEEN

CITY OF SURREY

13450 – 104th Avenue
Surrey, B.C.
V3T 1V8

("City")

(OF THE FIRST PART)

AND:

BAYSIDE ATHLETIC ASSOCIATION

11953 Evans Street
Maple Ridge, BC
V2X 5K8

("Bayside")

(OF THE SECOND PART)

WHEREAS:

- A. The City, is the owner of City park land located at 14600 – 20th Avenue, Surrey, B.C.;
- B. Bayside is a non-profit association whose purpose is provide amateur athletic opportunities for its members;
- C. Bayside and the City, also referenced as "the Parties", have a mutual goal to develop a Rugby Fieldhouse in South Surrey Athletic Park for the use of Bayside members and the general public;
- D. Each of the Parties will contribute to the cost of constructing the Facility;
- E. Each of the Parties will contribute services related to the ongoing repair, maintenance and operation of the Facility; and
- F. The City and Bayside have entered into a separate Partnering Agreement as well as a Construction Agreement related to the Facility.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and undertakings contained in this Agreement and for other good and valuable consideration now paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged), the City as owner and Bayside as Facility user and operator hereby covenant and agree as follows:

1.0 Definitions and Schedules

1.1 In this Facility Operating Agreement:

- (a) "**Activity Room Area**" means that portion of the Facility located on the second level of the Facility as shown on the plans and drawings;
- (b) "**Agreement**" means this Facility Operating Agreement;
- (c) "**Bayside Improvements**" means the improvements installed by Bayside within the Activity Room Area as per the Facility Construction Agreement between the City and Bayside;
- (d) "**Community User Group**" means a not-for-profit, Surrey based, community organization that provides sport and recreation services for the residents of the City;
- (e) "**Concession**" means that portion of the Activity Room Area which contains food preparation equipment and from which food and other like services are dispensed for public consumption;
- (f) "**Facility**" means the building known as the South Surrey Rugby Fieldhouse located at South Surrey Athletic Park as described in Section 6 herein;
- (g) "**Force Majeure**" means any prevention, delay, stoppage or interruption of the performance of any obligation of a party hereto due to a strike, lockout or other labour or industrial dispute or disturbance, act of God, inability to obtain materials, orders, delays in the approval process by governmental or regulatory authorities, enemy or hostile actions, civil commotion, fire or other casualty or any other condition beyond the reasonable control of a party hereto obliged to perform after application of all due diligence in connection therewith to minimize the effect of the same, but does not include any inability by that party to perform because of its lack of funds;
- (h) "**Land**" means the parcel of land described in Section 2.1 herein;
- (i) "**Park Facility Operations Manager**" means the person duly appointed in a position of that name from time to time by the City;
- (j) "**Plans and Drawings**" mean the plans and drawings attached to the separate Facility Construction Agreement between the City and Bayside;
- (k) "**Rent**" means the rent payable under this Agreement as provided in Section 4 and any other amounts payable as Rent hereunder;
- (l) "**Rugby Storage Area**" means that portion of the Facility described as such on the Plans and Drawings; and
- (m) "**Term**" means the Term of this Agreement as defined in Section 5.

1.2 The following Schedules are attached to this Agreement and form a part hereof:

- (a) Schedule A – General Cleaning Procedures

2.0 Land Tenure and Facility Ownership

- 2.1 The Facility will be developed at South Surrey Athletic Park, located at 14600 – 20th Avenue, Surrey, B.C., on a portion of the lands with a description as indicated below:

PID: 015-151-085

Legal: Lot 4 Section 15 TWP 1 PI 83184 NWD
Except Plan BCP46838

The City is the sole owner of the Land on which the Facility is located, and no part of this Agreement will alter the ownership of the Land.

3.0 Intent

- 3.1 This Agreement sets out the obligations of the parties regarding the use, maintenance, operation and repairs of the Facility. The obligations of the parties regarding the construction of the Facility are contained in a separate Construction Agreement.
- 3.2 This Agreement is predicated on the on the basic principle that the Facility is a public amenity intended for the benefit of all community members, including Bayside, other sports groups and community user groups, spectators and the general public who use the park.
- 3.3 Bayside will deal with all Community User Groups who request access to the Activity Room Area in a fair and equitable manner.

4.0 Rent

- 4.1 Bayside covenants and agrees to pay to the City an annual rent of ONE DOLLAR (\$1.00) upon the execution of these presents, the payment of which is hereby acknowledged.
- 4.2 Bayside shall pay as additional rent any other money required to be paid by Bayside under this Operating Agreement.

5.0 Term and Renewals

- 5.1 The Initial Term of this Agreement shall be for five (5) years, commencing upon execution of the Agreement by both Bayside and the City.
- 5.2 Bayside may renew this Agreement for three (3) additional five (5) year terms (the First Renewal Term, the Second Renewal Term and the Third Renewal Term) provided that:
- (a) During the Initial Term or during the First Renewal Term or during the Second Renewal Term, as pertains, Bayside has not been in default of any of the

conditions of this Agreement or the Partnering Agreement, or has rectified any such default to the satisfaction of the City; and

(b) Bayside provides notice to the City at least three (3) months, but no more than nine (9) months, prior to the expiry of the Initial Term or First Renewal Term or Second Renewal Term, as pertains, of their intent to renew.

- 5.3 The terms and conditions of this Agreement shall apply in their entirety during the First and Second Renewal Terms.
- 5.4 The terms and conditions of this Agreement shall apply during the Third Renewal Term excluding Bayside's option to renew.
- 5.5 At the expiration of the Third Renewal Term, Bayside shall have no further right of renewal. However, the City agrees to act in good faith towards renegotiating an additional term and further renewal terms similar to those in 5.1 and 5.2.

6.0 Facility Construction

- 6.1 The Facility shall be built in compliance with a separate Facility Construction Agreement between the City and Bayside. Any and all rights and obligations assigned to Bayside by this Agreement shall be null and void if the Facility has not been constructed or if any of the covenants and undertakings of the Construction Agreement have not been met or are the subject of any controversy, dispute or claim between the parties hereto.

7.0 Access, Use, Operation and Maintenance of Change Rooms and Public Washrooms

- 7.1 The entire operation of the change rooms and public washrooms shall be the responsibility of the City and shall be allocated, operated and maintained by the City in accordance with all applicable City Policies, Standards and Regulations.
- 7.2 All opening and closing of the change rooms and washrooms are the responsibility of the City.
- 7.3 All interior maintenance and repairs in the change rooms and public washrooms are the responsibility of the City and all repairs must meet BC Building Codes.
- 7.4 The City is responsible for ensuring that the change rooms and public washrooms are cleaned, maintained and kept in a neat, safe, and sanitary condition suitable for all users. They shall be inspected regularly for cleanliness and serviced a minimum of 2 times per week, or more frequently, as required and shall be maintained according to the guidelines attached to this Agreement as Schedule A, "*General Cleaning Procedures*".
- 7.5 The City shall allocate the use of the change rooms to various Community User Groups as it would allocate any other change room area. Typically access to and use of the change rooms shall be included as a component of the City's Field Rental Contract for the adjoining sports field.

- 7.6 The Parties agree that Bayside's teams have priority access to the change rooms during the Bayside season. However, the City will allocate the change rooms to other Community User Groups as appropriate, and whenever at least two (2) athletic fields are in use within the park.
- 7.7 The City will ensure that the public washrooms are open for use by the public whenever the change rooms are allocated to Bayside or any other Community User Group.

8.0 Access, Use, Operation and Maintenance of Activity Room Area

- 8.1 The entire operation of the Activity Room Area shall be the responsibility of Bayside and shall be operated and maintained by Bayside, at no cost to the City, in accordance with all applicable City Policies, Standards and Regulations.
- 8.2 Bayside has the exclusive right to operate a Concession from the Activity Room Area of the Facility. This right does not extend to any other location in the park where, it is agreed, other Community User Groups may operate a concession under separate agreement with the City.
- 8.3 Bayside shall not allow any refuse, garbage or loose material to accumulate in or around the Facility during the operation of a Concession from the Activity Room area of the Facility. All trash, rubbish, waste material and other garbage shall be collected and kept at all times from the view of the general public, and shall be disposed of by Bayside on a regular basis, as determined by the City but at Bayside's sole expense. The City maintains the right to inspect, at any given time, to verify compliance. If Bayside fails to clean in accordance with this section, within 24 hours of written notice from the City to do so, the City may clean the same and the cost thereof shall be paid by Bayside to the City as additional Rent, upon demand.
- 8.4 Bayside shall actively promote the use of the Activity Room Area by other Community User Groups, for uses not related to operating a Concession, and shall manage the use and scheduling of the Activity Room Area in a manner that optimizes the benefit to the community.
- 8.5 Bayside is responsible for ensuring that the entire Activity Room Area is cleaned, maintained and suitable for all users. The washrooms within the Activity Room shall be inspected regularly for cleanliness and serviced a minimum of 2 times per week, or more frequently, as required and shall be maintained according to the guidelines attached to this Agreement as Schedule A entitled "*General Cleaning Procedures*".
- 8.6 The equipment in the kitchen is the property of Bayside. All fixtures installed as Bayside Improvements within the Activity Room Area are the property of the City. Maintenance, repair and replacement of the kitchen fixtures, furnishings and equipment is the responsibility of Bayside.
- 8.7 All profits generated by Bayside from the Activity Room Area, including the operation of a Concession and the rental of the Activity Room Area to Community User Groups, will be managed by Bayside and used to the benefit of Bayside and their members.

- 8.8 The rental fee charged to community members and/or Community User Groups by Bayside for use of the Activity Room will be comparable to the rates that the City charges for similar facilities under its control and subject to approval by the City.
- 8.9 Bayside will maintain accurate revenue and expenditure records for the operation of the Activity Room Area and will account for how the profits are dispensed. The City will have the right, with reasonable notice, to access such records as part of the Operating Agreement review process and Bayside agrees to provide such records upon notice by the City.
- 8.10 The rental fee charged to private organizations, corporate entities, professional clubs and any non-public group or individual shall be at the sole discretion of Bayside.
- 8.11 Bayside shall ensure that the use of, and the activities in the Activity Room are conducted in a safe and orderly manner and that the activity is restricted to the assigned area.
- 8.12 Community User Groups shall have an opportunity to use the Activity Room Area, for up to 4 weekend or evening hours in any given week, to a maximum of 80 hours per annum, at the rates established by Bayside as per Section 8.8 herein, provided that the Community User Group has provided written notice to Bayside at least 7 days prior to the date that the Activity Room Area is required.
- 8.13 The City shall have use of the Activity Room Area, for up to 8 mid-week daytime hours in any given week, up to a maximum of 40 hours per annum, and up to 4 weekend or evening hours in any given week, up to a maximum of 20 hours per annum, at no charge to the City, provided that the City has provided written notice to Bayside at least 7 days prior to the date that the Activity Room Area is required.

9.0 Access, Use, Operation and Maintenance of Rugby Storage Area

- 9.1 The entire operation of the Rugby Storage Area shall be the responsibility of Bayside and shall be operated and maintained by Bayside, at no cost to the City, in accordance with all applicable City policies, standards and regulations. All repairs must meet BC Building Codes.
- 9.2 Bayside has the exclusive right to the use of the Rugby Storage Area of the Facility.

10.0 General Bayside Maintenance Responsibilities

- 10.1 Repairs and maintenance of all fixtures and equipment throughout the Activity Room Area (excluding heating and ventilation equipment) are the responsibility of Bayside. All repairs shall be made in accordance with BC Building Codes. Bayside shall discuss the timing of any major repairs with the City and after consulting with the City, Bayside shall undertake such maintenance, repairs and replacements in a timely manner at its own cost and expense.

- 10.2 Bayside will not make, erect, install or alter any improvements or trade fixtures in the Facility, any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Facility, without having requested and obtained the City's prior written approval which shall not be unreasonably withheld. In making, erecting, installing, or altering any improvements or trade fixtures, Bayside shall obtain all required building and occupancy permits and shall not alter or interfere with any installations which have been made by the City without the prior written approval of the City.
- 10.3 Bayside's request for any approval hereunder shall be in writing and accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications thereof. All electrical work to be performed in the Activity Room Area of the Facility shall be performed by competent contractors and subcontractors. All such work shall be subject to inspection by and the reasonable supervision of the City and shall be performed in accordance with any reasonable conditions or regulations imposed by the City and completed in good and workmanlike manner in accordance with the description of the work approved by the City.
- 10.4 If Bayside refuses or neglects to repair the Activity Area as required, to the reasonable satisfaction of the City, the City may make such repairs without liability to the City (except in the case of City negligence) for any loss or damage that may accrue to Bayside's merchandise, fixtures or other property or to Bayside's business by reason thereof, and upon completion, the cost thereof shall be paid by Bayside to the City as additional Rent, upon demand.
- 10.5 Bayside is responsible for the ongoing cost of all utilities associated with the Activity Room Area of the Facility as indicated in Section 13 herein.

11.0 General City Maintenance Responsibilities

- 11.1 The City shall, at its expense, make any repairs and replacements required as a result of external vandalism.
- 11.2 The City shall, at its expense, repair, maintain and replace, as necessary, the heating and ventilating equipment in the Facility.
- 11.3 The City shall, at its expense, repair and maintain the exterior envelope of the building which includes the roof, foundations, sub-floor, outer support walls, down pipes and gutters.
- 11.4 The City shall, at its expense, be responsible for the maintenance of all landscaped and grassed areas in the proximity of the Facility.
- 11.5 The City will make a best effort to notify Bayside of programmed and demand work, through phone or e-mail communication, to the designated Bayside

representative when work related to the Facility is to be conducted by the City or its contractors. When maintenance and repair work is scheduled to be completed through contractors, City staff will meet contractors on site at the Facility to provide access.

12.0 Utilities

- 12.1 Bayside shall be solely responsible for and shall promptly pay all charges for electricity, gas, garbage removal, water, telephone and other utilities supplied to the Activity Room Area of the Facility. All services and utilities to the Activity Room Area shall be separately metered. The City shall not be liable for, nor have any obligation with respect to, an interruption or failure in the supply of any such utilities or services to the Facility, whether supplied by the City or others, unless interruption or failure in the supply of any utilities are a result of the negligence of the City.
- 12.2 Bayside shall ensure that telephone service is available for emergency use, and all costs associated with the installation and operation of this service is the responsibility of Bayside.
- 12.3 The City shall be solely responsible for and shall promptly pay all charges for gas and electricity consumption supplied to all areas of the Facility except the Activity Room Area.

13.0 Licenses and Permits

- 13.1 Bayside must obtain at their own expense, and submit to the City of Surrey, a copy of a Health Permit, Fire Safety Standards and all other applicable licenses.
- 13.2 Bayside shall comply with the Surrey Fire Prevention By-law and the B.C. Fire Code Regulations and facilitate Fire Department inspections at regular intervals as required.

14.0 Insurance & Indemnity

- 14.1 Bayside shall at its expense, during the whole Term and, and during any Renewal Term and during such other times as Bayside occupies the Facility, obtain "Commercial General Liability Insurance," including sports participant endorsement, protecting the City of Surrey, the Parks, Recreation & Culture Department and all user groups of the Facility against any personal or bodily injury, death or property damage on an occurrence basis against claims arising in conjunction with the activity with a limit and deductible as specified in the City of Surrey Insurance Certificate, but in no case shall this limit be less than **five million dollars (\$5,000,000)** in respect of any one accident or occurrence. This insurance shall be maintained in force throughout the term of this agreement, including any subsequent renewals. Bayside agrees that they will be solely responsible for any deductible amounts under the policies of insurance specified in this agreement.

- 14.2 All policies of commercial general liability insurance shall contain cross liability/severability of interest endorsements, so that the policies will protect the City of Surrey and Bayside and other insured's as if each were alone insured under such policies. The City of Surrey will be named as an additional insured to each commercial general liability policy.
- 14.3 A City of Surrey insurance certificate, or copies of insurance policies, must be received by the City of Surrey prior to Facility use. The City does not warrant that this insurance is adequate for Bayside's needs. By accepting this agreement, Bayside acknowledges sole responsibility for obtaining whatever coverage in excess of that required by the City of Surrey that Bayside deem necessary.
- 14.4 Bayside indemnifies and saves harmless the City and those for whom the City is in law responsible, from any and all claims, demands, actions, suits and other proceedings by whomsoever brought against the City by reason of or arising out of Bayside's use and occupation of the Facility.
- 14.5 The City will insure the basic structure of the Facility. Bayside will be responsible for coverage of their personal property.

15.0 General

- 15.1 Liquor shall not be sold, possessed or consumed in the park, or in the Facility or in any other part of City of Surrey property without valid and certified permits.
- 15.2 Bayside shall ensure that all communication, both written and verbal, with City staff is courteous and respectful.
- 15.3 Bayside shall not commit to suffer to be committed any nuisance or other thing, which may disturb quiet enjoyment of the surrounding area.
- 15.4 Bayside shall not assign, sublet or transfer this Agreement without prior approval and written consent of the City which consent may not be unreasonably withheld.
- 15.5 Signage of any kind should not be posted or erected on any building or park structure without prior written consent from the Park Facility Operations Manager or his delegate.
- 15.6 The City shall have the right, at all times to enter the Facility to inspect the same and to ensure that the Facility is being used, operated and maintained in accordance with applicable policies, standards and regulations. Should the Facility be found to be in disrepair, unsafe or in contravention of any policies, standards and regulations, Bayside shall be ordered to repair or remedy the problem. Failing to do so may result in repairs completed by the City or its agent and Bayside required to remit for the full amount of the cost to repair.

- 15.7 The Facility will remain keyed to the City Grand Master, with sub keys issued to Bayside. Bayside will not be in possession of the Grand Master Key nor will it abide by anyone other than the authorized City employees being in possession of that key. In addition, no additional locks are to be installed at the Facility without the written consent from the Park Facility Operations Manager or his delegate. Bayside will provide City staff with the appropriate alarm code(s) for the Facility.

16.0 Damage or Destruction

- 16.1 In the event that the Facility shall at any time be destroyed or partially destroyed by fire or the elements, then the City shall have the option to either:
- a) Provide thirty (30) days notice to Bayside of the City's intent to terminate this Agreement and, at the expiry of the notice period, demolish the Facility, provided that the value of the damage exceeds 90% of the value of the structure. In such case Bayside shall immediately vacate and surrender the Fieldhouse to the City and the City may enter to repossess the Facility discharged of this Agreement and may remove all persons and goods therefrom; or
 - b) Rebuild or repair the Facility.
- 16.2 Should the Facility be deemed destroyed and the City decides not to rebuild, Bayside will be entitled to receive a share of any recovery realized by the City through their insurers, with Bayside's share being directly proportional to their initial contribution.

17.0 Termination by the City

- 17.1 This Agreement may, upon thirty (30) days written notice, be terminated by the City if Bayside winds up their affairs or declares bankruptcy.
- 17.2 If Bayside breaches any by-law of the City or any Provincial or Federal statute or is in breach or default of any terms or conditions of this Agreement, the City shall provide notice of termination. If Bayside has not rectified or commenced action to rectify the breach, default or non-compliance, to the satisfaction of the City, within fifteen (15) calendar days of such notice by the City, this Agreement shall be terminated.
- 17.3 Upon termination, the City has the right to re-enter and take possession of the Facility. In such event Bayside agrees that all of the Facility is returned to the City with no payment to Bayside for its contribution towards the construction of the Facility or the tenant improvements therein.
- 17.4 Bayside shall within thirty (30) days of the termination of this Agreement in any manner, at Bayside's expense and to the reasonable satisfaction of the City, forthwith remove from the Facility all equipment, articles, materials, effects and things at any time brought or placed thereon by Bayside that are not fixed to the

Facility and is a removable chattel and Bayside shall also to the satisfaction of the City repair all and every damage and injury occasioned to the Facility by reason of such removal, or in the performance thereof, but Bayside shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever. Bayside agrees not to remove fixtures and furnishing owned by the City that were either in the building at commencement of this Agreement or provided or installed by the City during the term of the Agreement.

- 17.5 After a thirty (30) day removal period, all equipment, articles, materials, effects and things referenced in this Section that remains within the Facility become the property of the City, at its discretion.

18.0 Dispute Resolution

- 18.1 Any controversy, dispute or claim between the parties hereto arising out of or relating to this Agreement, or in connection with the interpretation of this Agreement, or relating to the use, maintenance and operation of the Lands and the Facility thereon, shall be first referred to the General Manager of Parks, Recreation and Culture (representing the City) and the President of Bayside. If resolution of the controversy, dispute or claim is not achieved, the matter may then be referred to the British Columbia Supreme Court by either party.

19.0 Notices

- 19.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given if mailed in Canada by prepaid registered mail, sent by email, or by fax or personally delivered, in either case to the addresses as set out herein or at the address a party may from time to time designate.

To the City:

CITY OF SURREY
6651 – 148th Street
Surrey, B.C.,
V3S 3C7
Attn: Park Facility Operations
Manager
Fax #: 604 501-5177
Email: hfnorris@surrey.ca

To Bayside:

BAYSIDE ATHLETIC ASSOCIATION
11953 Evans Street
Maple Ridge, B.C.
V2X 5K8
Attn: Kaj Briscoe
Fax #: 604 882-0030
email:kajbriscoe@gmail.com

Any such notice shall be deemed to have been received at the time of transmission if transmitted by fax or email and, in the case of prepaid registered mail, 48 hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by fax or email or actual delivery of it.

19.2 The obligation of the Parties to proceed with the project contemplated in this Agreement is subject to the approval of a separate Partnering Agreement by the City's Municipal Council and public notification thereof, as required by Provincial legislation. If the City does not provide such approval by September 30th, 2017, this Agreement shall be at an end and neither party shall have any further obligation to the other pursuant hereto.

IN WITNESS WHEREOF, the City and Bayside have executed this Agreement as follows:

CITY OF SURREY

by its authorized signatories:

Linda Hepner
Mayor

Jane Sullivan
City Clerk

BAYSIDE ATHLETIC ASSOCIATION

by its authorized signatory(ies):

Print Name

Signature

Title

Print Name

Signature

Title

Attachments: Schedule A – General Cleaning Procedures

SCHEDULE A GENERAL CLEANING PROCEDURES

SCHEDULE A GENERAL CLEANING PROCEDURES

A. TRASH PICK-UP AND REMOVAL

1. Contractor shall empty and wash all waste receptacles [including wastebaskets, trashcans, etc.] using a solution of a disinfectant cleaner, germicide, virucide, fungicide and odour counteractant. **(Follow label directions for solution ratios)**. Put in a new waste receptacle liner upon each visit.
2. Contractor shall remove all trash, recycle materials, and waste for disposal. No waste is to be disposed of on-site.

B. GLASS SURFACES AND LIGHT FIXTURES

1. Contractor shall clean mirrors and windows and all other glass surface areas using an institutional/commercial quality ammonia powdered glass cleaner. **Please note vinegar/water solution is not acceptable.**
2. Dampen treated glass cleaning cloths; wipe off light fixtures.

C. GENERAL CLEANING REQUIREMENTS

1. Contractor shall clean/dust all counters and area partitions.
2. Contractor shall clean/dust all vertical and horizontal surfaces.
3. Contractor shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans, etc.
4. Contractor shall clean all metal trim [push plates, kick plates, door jams, etc.].

D. GENERAL CLEANING REQUIREMENTS FOR WASHROOM AND SHOWER FIXTURES

1. **Toilets**
 - a) Flush toilet bowl.
 - b) Lightly spray entire interior/exterior surface areas with diluted bleach/water solution.
 - c) Let stand for 2 minutes.
 - d) Flush toilet bowl(s).
 - e) Remove as much water as possible from toilet bowl with pumping action of bowl mop/brush.

- f) Saturate brush or hand swab with an undiluted germicidal bowl cleaner and polish and apply into each fixture starting on inner lip of bowl, hidden groove around upper ledge of bowl; work your way down into trap area. Leave cleaning solution so that the cleaner may be working while other cleaning functions are taken care of (follow directions on bottle label at all times). Wash one bowl at a time.
- g) Thoroughly and vigorously hand wash tops and bottoms of seats and exterior surfaces using a clean cloth. Cleaning includes metal parts of the toilet fixture. If metal is corroded, use steel wool and coarse scouring powder to remove green corrosion.
- h) Allow adequate time for chemical cleaning agents to work (follow directions on bottle label at all times) 3 minutes (approx.).
- i) Rinse thoroughly with wet mop/brush while flushing.
- j) Let Air dry.

2. Urinals

- a) Flush Urinals.
- b) Lightly spray interior/exterior surface areas with a diluted bleach/water solution.
- c) Let stand for 2 minutes.
- d) Flush Urinals, using copious amounts of water.
- e) Saturate brush and hand swab with an undiluted germicidal bowl cleaner and polish and apply to each fixture starting at the top of inside and work down. (follow directions on bottle labels at all times.)
- f) Scrub with bowl mop/brush over whole interior of urinal with particular emphasis on the flush rim and trap areas.
- g) Let stand for 3 minutes (Approx.).
- h) Rinse thoroughly with wet mop/brush while flushing.
- i) Thoroughly and vigorously hand wash exterior surfaces (clean piping under fixture(s) where applicable) using a cloth dipped in a detergent-germicide solution.

3. Countertops, Cubicle Partitions

- a) In a large capacity clean pail prepare a fresh cleaning solution of disinfectant cleaner, germicide, virucide, fungicide and odour counteractant. (Follow label directions for proper solution ratios at all times).
- b) Thoroughly wet all surface areas.

- c) Let stand for 2 minutes (approx.).
- d) Vigorously hand scrubs all surface areas.
- e) Free rinse all surface areas with clean fresh water.
- f) All areas must be left spot and streak free.

N.B. Do not use abrasive cleaner.

4. Wash Basins

- a) Using fresh clean water and sponge, thoroughly wash basins, faucets and exterior surfaces. (DO NOT USE AN ABRASIVE CLEANER ON FAUCETS.)
- b) Apply cleaner to each bowl, allowing adequate time (as per manufacturer's information) for disinfectant cleaner to work.
- c) Vigorously hand scrubs all surface areas.
- d) Free rinse all surface areas with clean fresh water.
- e) Using a clean dry cloth, wipe dry all basin(s), faucet and countertop areas.
- f) All areas must be left spot and streak free.
- g) Also, check all faucets for dripping; ease of use; and check for any restricted drain flow.

5. Baby Change Tables

- a) Inspect unit for damages and hazards
- b) In a large capacity clean pail prepare a fresh cleaning solution of disinfectant cleaner, germicide, virucide, fungicide and odour counteractant. (Follow label directions for proper solution ratios at all times).
- b) Thoroughly wet all surface areas.
- c) Let stand for 2 minutes (approx.).
- d) Vigorously hand scrubs all surface areas.
- e) Free rinse all surface areas with clean fresh water.
- f) All areas must be left spot and streak free and dry.

6. Walls

- a) In a large capacity clean pail prepare a fresh cleaning solution of disinfectant cleaner, germicide, virucide, fungicide and odour counteractant. (Follow label directions for proper solution mixture ratios at all times).
- b) Thoroughly wet all surface areas.
- c) Let stand for 2 minutes (approx.).
- d) Vigorously hand scrubs all surface areas. Go around room wiping off shelves above and wall behind washbasins, urinals, toilets, dispensers, and edges of partitions, doors and doorframes.
- e) Free rinse all surface areas with clean fresh water.
- f) Using a clean dry cloth, wipe dry.
- g) All areas must be left spot and streak free.

7. Floors

- a) Sweep clean floor area using proper tool for floor condition.
- b) Scrap any gum, etc. from floor.
- c) In a large capacity work force mop bucket and down press wringer prepare a hot water solution of Disinfectant cleaner, Germicide, Virucide, Fungicide and Odour counteractant. (Follow label directions for proper solution dilution ratios at all times.)
- d) Using a 24 oz. (minimum weight) wet mop, thoroughly wet and scrub vigorously all floor areas. Apply cleaning solution around toilets and urinals, giving it time to remove any uric acid while mopping rest of floor area. Wring out mop and apply additional cleaning solution as needed.
- e) Allow solution to stand for 5 - 10 minutes.
- f) Mop up solution and dry mop all floor surface areas.
- g) Let Air Dry.

N.B. During any wet mop operations, conspicuous "Wet Floor" warning signs must be placed at each entry.

8. Showers

- a) In a large capacity clean pail prepare a fresh cleaning solution of hot water and an institutional/commercial quality heavy duty non-butyl degreaser (no organic solvents, phosphate free).
- b) Thoroughly free rinse all surface areas with clean fresh water.

- c) Apply solution.
- d) Let stand for approx. 5 minutes.
- e) Vigorously hand scrub surface areas, apply additional solution as needed.
- f) Thoroughly rinse solution from surface.
- g) Repeat process as necessary to make shower area completely clean and fresh smelling.
- h) Let Air Dry.
- i) All areas must be left spot and streak free.

9. Drinking Fountains

- a) Thoroughly wet surface areas with fresh clean water.
- b) Remove debris from strainer area (if any).
- c) Using a Powdered Germicidal cleanser generously sprinkles porcelain surfaces. For stainless steel surfaces, use only germicidal cleansers formulated to not deteriorate surfaces.
- d) Using a scrub brush or scouring pad thoroughly and vigorously hand scrub interior and exterior surface areas clean paying particular attention to stains, (add additional fresh clean water as required).
- e) Let stand for approximately 2 minutes.
- f) Thoroughly free rinse all surface areas with fresh clean water.
- g) Repeat process to ensure drinking area is completely clean and fresh smelling.
- h) Using a dry clean cloth, thoroughly wipe dry and polish.
- i) Wipe walls and floor area around fountains.
- j) All areas must be left spot and streak free.

N.B. During any wet mop operations, conspicuous "Wet Floor" warning signs must be placed at each entry.

E. GENERAL CLEANING REQUIREMENTS FOR ENTRANCES AND WALKWAYS

- 1. Exterior entrance ways and walkways within 15 feet of entrance door must be litter picked and thoroughly and vigorously swept using a heavy duty corn broom or push broom. Sweepings, litter and debris must be collected and disposed off-site; no remnants are to be swept into lawn areas.

2. In a large capacity clean pail prepare a hot water solution of an institutional/commercial quality heavy-duty non-butyl degreaser (no organic solvents, phosphate free.). (Solution to be prepared in accordance with label directions.)
3. Using a clean cloth hand wash all doors, fixtures, handrails, support structures, ledges, window sills, etc. (Clean doors of fingerprints, spots and stains.)
4. As determined by staff, spray odour neutralizer is to be used for specific sites at each visit, spraying towards ceiling and upper corners of room areas for approximately 5 - 10 seconds.

F. GENERAL CLEANING REQUIREMENTS FOR MODULAR WASHROOMS

There is no access to water at the modular washroom locations.
WATER WILL NEED TO BE BROUGHT TO EACH SITE.

1. Modular Toilets

- a) Rinse toilet bowl with a bucketful of water.
- b) Lightly spray entire interior/exterior surface areas with approved cleaner/water solution.
- c) Allow adequate time for chemical cleaning agents to work; follow directions on bottle label at all times (5-10 minutes approx.).
- d) Rinse toilet bowl(s) using copious amounts of water.
- e) Saturate brush or hand swab with an undiluted germicidal bowl cleaner and apply on inner lip of bowl and hidden groove around upper ledge of bowl. Leave cleaning solution so that the cleaner may be working while other cleaning functions are taken care of (follow directions on bottle label at all times).
- f) Thoroughly and vigorously hand wash tops and bottoms of seats and exterior surfaces using a clean cloth.
- g) Rinse thoroughly with wet mop/brush with copious amounts of water.
- h) Ensure door/floor/walls are washed and cleaned and disinfected.
- i) Let Air dry.
- j) Check level of water content; report to Department Representative if tank is approaching 3/4 of capacity.

2. Floors

- a) Sweep clean floor area using proper tool for floor condition.
- b) Scrap any gum, etc. from floor.
- c) In a large capacity work force mop bucket and down press wringer prepare a solution of Disinfectant cleaner, Germicide, Virucide, Fungicide and Odour counteractant. (Follow label directions for proper solution dilution ratios at all times.)
- d) Using a 24 oz. (minimum weight) wet mop, thoroughly wet and scrub vigorously all floor areas. Apply cleaning solution around toilet, giving it time to remove any uric acid. Wring out mop and apply additional cleaning solution as needed.
- e) Allow adequate time for chemical cleaning agents to work; follow directions on bottle label at all times (5-10 minutes approx.).
- f) Mop up solution and **dry mop all floor surface areas.**
- g) Let Air Dry.

3. Walls

- a) In a large capacity clean pail prepare a fresh cleaning solution of disinfectant cleaner, germicide, virucide, fungicide and odour counteractant. (Follow label directions for proper solution mixture ratios at all times).
- b) Thoroughly wet all surface areas.
- c) Let stand for 2 minutes (approx.).
- d) Vigorously hand scrubs all surface areas.
- e) Free rinse all surface areas with clean fresh water.
- f) Using a clean dry cloth, wipe dry.
- g) All areas must be left spot and streak free.

4. Exterior

- a) Perimeter of building, within a 3m radius must be litter picked; litter and debris must be collected and disposed.
- b) Using a clean cloth hand wash all doors, fixtures, handrails, support structures, etc. (sanitize handles and clean doors of fingerprints, spots and stains.)

G. PARK SANITATION TASK FREQUENCY

Task	Frequency
Wet Mop Floors	<i>Each Visit</i>
Dry Mop Floors	<i>Each Visit</i>
Clean and Sanitize Toilets	<i>Each Visit</i>
Clean and Sanitize Urinals (where applicable)	<i>Each Visit</i>
Clean Mirrors	<i>Each Visit</i>
Clean and Sanitize Sinks and Countertops (where applicable)	<i>Each Visit</i>
Spot Wash Walls	<i>As required</i>
Empty Garbage (where applicable)	<i>Each Visit</i>
Wash Stall Dividers (where applicable)	<i>Weekly Basis</i>
Remove Spider Webs	<i>Weekly Basis</i>
Restock Soap Levels	<i>Each Visit</i>
Restock Paper Products	<i>Each Visit</i>
Sweep exterior of washroom entrances	<i>Each Visit</i>
Clean and Sanitize Door Handles	<i>Each Visit</i>
Dust Floor and Wall Heaters (where applicable)	<i>Weekly Basis</i>
Clean Windows (where applicable)	<i>Weekly Basis</i>
Spray neutralizer (as specified by Department Representative)	<i>Each Visit</i>
Check waste content level in Modular toilets	<i>Each Visit</i>

Additional Seasonal Maintenance items	As per Schedule
Dust Horizontal Surfaces on Doors, Door Frames, etc.	<i>Four Times per Year: First Week each of January, April, July, October</i>
Dust all Light Covers and HVAC vents (where applicable)	<i>Four Times per Year: First Week each of January, April, July, October</i>
Wash Interior Walls	<i>Four Times per Year: First Week each of January, April, July, October</i>

APPENDIX "II"

