



REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT

Title: Project Management Support Services

Reference No.: 1220-060-2024-004

FOR PROFESSIONAL SERVICES (CONSULTANT)

(Construction Services)

Issue Date: May 14, 2024

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

1. INTRODUCTION

The City of Surrey (the “**City**”) invites experienced and qualified applicants to submit an application on the form attached as Schedule B – Application for Standing Offer Agreement (the “**Application**”) for the performance of project management support services as more particularly described in Schedule A – Scope of Services (the “**Services**”). The description of the Services sets out the preferred requirements of the City. A person that submits an Application (the “**Applicant**”) should prepare an Application that meets the preferred requirements, and may as it may choose, in addition, also include services or terms that exceed the preferred requirements.

The City anticipates awarding up to three (3) Standing Offer arrangements however the ultimate number will depend on the quality of Applications received, value to the City, and capacity of the Applicant to take on new work.

2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Applicant that should its Application be selected by the City, it will result in a standing offer agreement, a draft of which is attached as Attachment 1 – Standing Offer Agreement – Services (“**Standing Offer Agreement**”) and the Services will be ordered solely on an “as and when required” basis. Upon executing the Standing Offer Agreement, the Applicant agrees to provide any Services ordered on the terms set out in the Standing Offer Agreement. The Standing Offer Agreement does not guarantee the quantity of Services that will be ordered or that any orders will be placed with the Applicant. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant if Services are not ordered. The Standing Offer Agreement does not limit or preclude the right of the City to purchase identical or similar services from any other source.

3. ADDRESS FOR DELIVERY

The Applicant should submit the Application **electronically** in a single pdf file and must be delivered to the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving equipment functions properly so that the City receives the Application.

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

4. DATE

The City would prefer to receive Applications on or before **June 14, 2024** (the “**Date**”).

5. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services
E-mail: purchasing@surrey.ca
Reference: 1220-060-2024-004

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

Applicants finding discrepancies or omissions in the Standing Offer Agreement or RFA-SOA or having doubts 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 RFA-SOA, the City Representative will issue an addendum in accordance with Section 6. No oral conversation will affect or modify the terms of the RFA-SOA or may be relied upon by any Applicant.

6. ADDENDA

If the City determines that an amendment is required to this RFA-SOA, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “**Websites**”), and upon posting, any addenda will form part of this RFA-SOA. It is the responsibility of Applicants to check the Websites for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Applications, the Applicant is deemed to have received, accepted and understood the entire RFA-SOA, including any and all addenda.

7. MULTIPLE PREFERRED APPLICANTS

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Applicants to enter into discussion with the City for one or more Standing Offer Agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFA-SOA and the basis of the Applications.

In addition to any other provision of this RFA-SOA, Applicants may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more agreements with one or more Applicants.

8. PRESENTATIONS

The decision to request presentations, interviews, demonstrations or clarifications is at City's discretion. The intent of the interviews/presentations, if held, will be to allow the City an opportunity to clarify any questions resulting from an initial review. No new information may be brought forward by the Applicant. Applicants are advised not to prepare their Application submission in anticipation they will be granted a presentation. Please respond fully to the RFA-SOA at the time of Application submission.

9. NO STANDING OFFER

This RFA-SOA ("**Request**") is simply an invitation for Applications (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFA-SOA or the submission of Applications. The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Agreement, Schedule A – Scope of Services to Attachment 1 - Agreement and Schedule B – Quotation to Attachment 1 – Agreement of the RFA-SOA including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

Notwithstanding any other provision in the RFA-SOA documents, the City has in its sole discretion, the unfettered right to:

- (a) enter into negotiations with any or all Applicants for the purpose of agreeing upon acceptable Services without any obligation to negotiate with any other Applicant;
- (b) reject any or all Applications if the Services proposed by the Applicants are deemed unacceptable or if any officer or director of an Applicant is or has been in legal action, mediation or arbitration with the City and/or its elected officials and/or employees;
- (c) waive informalities, irregularities or other deficiencies in any Application and accept all or any part of an Application;
- (d) give preference to an Applicant in which the Services or work methods are considered by the City to be environmentally superior, as well as cost effective, relative to the Services or work methods offered in other Applications;
- (e) give preference to an Applicant who provides sufficient information that demonstrates their experience, reputation, qualifications and competencies, capacity and availability of resources that meet or exceed the requirements as outlined; and
- (f) accept an Application that does not provide the lowest cost to the City.

10. ACCEPTANCE

An Application will be an offer to the City which, subject to Section 4, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. An

Application is not accepted by the City unless and until both the Authorized Signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Application by the City may be by fax or email. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Attachment 1 – Draft Standing Offer Agreement.

11. APPLICANT'S EXPENSES

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

12. APPLICANT'S QUALIFICATIONS

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to perform the Services.

13. CONFLICT OF INTEREST

An Applicant must disclose in its Application 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.

14. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Applicants and their agents will not contact any member of the City Council or City staff with respect to this Request, other than the contact person named in Section 5, at any time prior to the award of a Standing Offer or the cancellation of this Request.

15. CONFIDENTIALITY

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

16. SIGNATURE

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;
- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.

17. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFA-SOA:

- (a) The City is under no obligation to consider the Application with the lowest Application Price(s), or any Application. The City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application it considers to be in any way advantageous to it;
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the performance of the Services.
- (c) Each Applicant, by submitting a Application, irrevocably:
 - (i) 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, consultants, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFA-SOA (including, without limitation, in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA; and

- (ii) waives any Claim against the City and its employees, directors, officers, consultants, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including, without limitation, 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 Applicant and the City for any reason whatsoever (including, without limitation, in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA).

18. CHANGES TO AN APPLICANT'S PROJECT TEAM

If for any reason an Applicant wishes or requires to add, remove or otherwise change a member of the Applicant's project team, or there is a material change in ownership or control of an entity forming part of the Applicant, or there is a change to the legal relationship among any or all of the entities forming the Applicant, then the Applicant should submit a written application to the City for approval, including supporting information that may assist the City in evaluating the change.

The City, in its sole and absolute discretion, may grant or refuse an application for such change or changes to an Applicant's project team, and in exercising its discretion the City will consider the objective of achieving a competitive procurement process that is not unfair to the other Applicants.

For clarity:

- (a) the City may refuse to permit a change to the membership of an Applicant's project team if the change would, in the City's judgment, result in a weaker team than was originally shortlisted; or
- (b) the City may permit any change to an Applicant's project team, including changes as may be requested arising from changes in ownership or control of an Applicant or an entity forming part of the Applicant, or changes to the legal relationship among the entities forming the Applicant, such as the creation of a new joint venture or other legal entity or relationship in place of the Applicant's project team originally shortlisted.

The City's approval may include such terms and conditions as the City may consider appropriate.

19. CHANGES TO APPLICANT'S KEY PERSONNEL

If, despite the Applicant's reasonable commercial efforts, an individual identified as a key personnel in the Applicant's Application is no longer available to be involved with the project, the Applicant should submit a written application to the City for the City's approval

(acting reasonably) proposing a replacement key personnel of equivalent qualifications and experience.

[END OF PAGE]

ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES
PROJECT MANAGEMENT SUPPORT SERVICES

This Agreement is made as of _____, 2024 (the “**Effective Date**”).

Reference No.: 1220-060-2024-004

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Applicant)

(the “**Consultant**”)

WHEREAS the City wishes to engage the Applicant to provide Services in connection with

PROJECT MANAGEMENT SERVICES

THEREFORE in consideration of the 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 is hereby acknowledged) the City and the Applicant agree as follows:

DEFINITIONS

1. In this Agreement the following definitions apply:
 - (a) “Agreement” has the meaning set out in Section 3;
 - (b) “Application” means the application for a Standing Offer attached as Schedule B, to Attachment 1 – Standing Offer Agreement – Services;
 - (c) “City” means the City of Surrey;
 - (d) “Consultant” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
 - (e) “Disbursements” means the actual out-of-pocket costs and expenses which the Consultant incurs in the performance of the Services as identified in the Application and reimbursement of which is accepted by the City;
 - (f) “Fees” has the meaning set out in Section 11;
 - (g) “Indemnities” has the meaning described in Section 35;
 - (h) “Requisition” means a request for Services issued by, or through, the City to the Consultant from time to time for the performance of the Services, which request may be in the form of a written order form, an online/electronic ordering system,

or such other form or method agreed between the City and the Consultant to constitute a Requisition;

- (i) "Services" means any portion of the services as described generally in Schedule A, to Attachment 1, that the City requests that the Consultant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
- (j) "Standing Offer" means a standing offer agreement between the City and the Consultant, the nature of which is discussed in Section 4;
- (k) "Term" has the meaning described in Section 15; and
- (l) "Year of the Term" as used herein shall mean each twelve-month period January 1 to December 31. of the Term.

INTERPRETATION

- 2. This Agreement will be interpreted according to the following, except to the extent that the context or the express provisions of this Agreement otherwise require:
 - (a) "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" will respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City's Representative;
 - (b) the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
 - (c) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
 - (d) any reference to a statute or bylaw will include and will be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute, bylaw or regulation that may be passed which has the effect of supplementing or superseding the same;
 - (e) words and abbreviations which have well-known technical or trade meanings are used in this Contract in accordance with such recognized meanings; and
 - (f) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.

3. This Agreement consists of all of the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
 - (a) Order;
 - (b) this Standing Offer Agreement;
 - (c) the scope of Services set out in Schedule A, to Attachment 1, of the RFA-SOA;
 - (d) the Application;
 - (e) the Request; and
 - (f) other terms, if any, that are agreed to by the parties in writing.

NATURE OF A STANDING OFFER AGREEMENT

4. This Agreement is a standing offer arrangement and the following provisions apply to the requisition of Services under this Agreement:
 - (a) The Services will be ordered by the City solely on an “as and when required” basis at any time and from time to time during the Term through use of a requisition. The Consultant agrees to provide the quantity of Services ordered in each requisition, on the terms and conditions of this Agreement;
 - (b) The aggregate quantity of Services which may be ordered is conditional upon the needs of the City;
 - (c) Except as specifically set out in this Agreement, no compensation will be accrued, owed or paid to the Consultant if the Services, or a minimum quantity of Services, are not ordered. This Agreement does not guarantee the City will purchase any Services from the Consultant;
 - (d) All orders, including the timing of the order, the quantity of the Services required, and performance schedule, are at the sole and absolute discretion of the City and may be subject to approval by other parties and applicable budget approvals; and
 - (e) The City, at all times, retains the right, in its sole and absolute discretion to order Services from other sources.

SERVICES

5. The Consultant covenants and agrees that it will, if ordered by the City, provide the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order and Schedule A and as described in the Application.
6. The Standing Offer of prequalified Consultants will use the Fees submitted to estimate hours or effort for select services noted within on a project per project basis in advance or any order when services are required. The City will provide an estimate tool/template for administered quotations for projects that arise.

7. The City may from time to time, by written notice to the Consultant make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in the Application.
8. All work outside the scope of Services, included in the terms of reference, shall be pre-approved in writing before undertaking the work. All invoicing for extra work shall separately identify the work item and all hourly charges and disbursements. All extra work shall be undertaken at the hourly rates included in this Agreement.
9. The Consultant will, if required in writing by the City, provide additional services as may be listed in the scope of Services. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Consultant will not provide any additional services in excess of the Services ordered in writing by the City.
10. 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. Should any Services or materials be required for the proper performance of the Agreement which are not expressly or completely described in this Agreement and are reasonably associated with or necessary for the proper and timely performance and provision of the Services, then such Services or materials will be deemed to be implied and required by the Agreement and the Consultant will furnish them as if they were specifically described in this Agreement as part of the Services. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to perform the Services.

FEES AND DISBURSEMENTS

11. As payment for the performance of the Consultant's obligations under this Agreement, the City will pay to the Consultant, the Fees as set out in this Agreement applicable to the Services (the "**Fees**"), plus applicable GST thereon. 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.
12. For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

CONSUMER PRICE INDEX ADJUSTMENT

13. Consumer Price Index adjustment shall not be allowed until the end of 2027, thereafter the prices shall be subject to increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI")

or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of each Calendar Year. The parties agree to execute an annual amendment to this Agreement which reflects the CPI increase and any changes to estimated quantities as set out in Schedule B.

PAYMENT

14. Subject to any contrary provisions set out in this Agreement:
- (a) the Consultant will submit an invoice (the “**Invoice**”) to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided. Each Invoice should be sent electronically to: surreyinvoices@surrey.ca and include the following information:
 - (1) an invoice number;
 - (2) the Consultant’s name, address and telephone number;
 - (3) the City’s reference number for the Services; **P.O. #** _____
 - (4) the names, charge-out rates and number of hours worked of all employees of the Consultant and any sub-contractors that have performed services;
 - (5) the percentage of Services completed;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
 - (b) this grand total will be subject to payment deduction if, in the opinion of the City, any portion of the Services performed under this Agreement is not in accordance with the performance requirements, or is not otherwise to the satisfaction of the City may make such deductions therefrom in the payments due or, to become due to the Consultant as the representatives of the City may deem just and reasonable.
 - (c) the Consultant will on request from the City provide copies of receipts and invoices for all Disbursements claimed;
 - (d) if the City reasonably determines that any portion of an Invoice is not payable, then the City will so advise the Consultant;
 - (e) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City, if applicable;
 - (f) 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
 - (g) all Invoices shall be stated in, and all payments made in, Canadian dollars.

15. 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.
16. 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.

TERM

17. This Agreement will be for a period of three (3) years commencing on the Effective Date unless renewed, or terminated earlier in accordance with this Agreement (the “**Term**”).
18. The City may at any time prior to ninety (90) days before the end of the Term, by written notice to the Consultant, extend the Term for a period not to exceed two (2) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the hourly rates as set out in Schedule B (Pricing), except as amended in writing by the parties. Services in process prior to the expiration of the Agreement shall be completed and as construed by the City to be within the Agreement.

TIME

19. Time is of the essence.

PERSONNEL AND SUB-CONSULTANTS

20. The Consultant will perform the Services in a competent, diligent and efficient manner to the full satisfaction of the City. The Consultant warrants and represents the Consultant, and any persons performing any part of the Services, have the skills, qualifications, expertise and experience necessary to perform the Services in a competent and professional manner and will provide the Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional consultant providing similar goods or services. The Consultant will be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Consultant.
21. The Consultant will provide the Services using the key personnel and sub-contractors as may be listed in this Agreement and identified by the Consultant, and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

22. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-consultants then the Consultant will, on written request from the City, replace such personnel or sub-consultants.
23. Except as provided for in Section 21, the Consultant will not engage any personnel or sub-consultants, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
24. If, over the term of the Agreement, it becomes necessary for the Contractor to assign different personnel to perform the Services, a request in writing stating the reasons for the change(s), the name(s), position to be held for the Agreement, experience, and independent references which can verify the proposed personnel's experience, shall be provided. The City reserves the right to similarly test any proposed Consultant personnel and accept or reject the personnel based on test results.
25. If substitution of personnel is justified and agreed on with the City the new assigned member shall be of equivalent experience level and/or have higher credential and expertise than the originally assigned member at no additional cost to the City.

LIMITED AUTHORITY

26. 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 provide 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.
27. The Consultant is an independent consultant. 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 the Order. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
28. The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the General 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.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

29. 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 or 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 may be required to complete the Services.
30. 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.
31. 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.

CITY RESPONSIBILITIES

32. 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.
33. 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.
34. If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Consultant's performance of the Services.

INSURANCE AND DAMAGES

35. 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.

36. The indemnity described in this Agreement 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.
37. 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 liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services; and
 - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant used in the performance of the Services, in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
38. 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.

39. 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.
40. 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.
41. The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

DEFAULT AND TERMINATION

42. The City may at any time and for any reason by written notice to the Consultant terminate this Agreement before the completion of all Services, such notice to be determined by the City at its sole discretion and in the best interest of the City. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to complete the Services. 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. 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, or loss of opportunity relating to the portion of the Services not performed or other profit opportunities.
43. 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 Applicant, 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.
44. 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.

CURING DEFAULTS

45. 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.

APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS

46. 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.
47. The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.
48. The Consultant will provide Services in full compliance with all applicable laws, building codes and regulations.
49. The Consultant will, as a qualified and experienced practitioner, 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.

USE OF WORK PRODUCT

50. The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive benefit of all the reports, drawings, plans, designs, models, specification, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant. This section does not give the City the right to sell any such work product to any third party and the City may sell the product only with the prior approval of the Design-Builder. The Consultant may retain copies of the work product.
51. If the City requests the Consultant to provide reproductions of any plans, drawings or designs, the City shall reimburse the Consultant for the cost thereof.
52. The Consultant shall ensure that no part of the Services or the Consultant's work product will infringe any patent, trademark, copyright or other proprietary or intellectual property interest or right, including any moral right or claim of artistic work, of a third party. The Consultant will indemnify and save the City harmless in respect of any such claims by third parties.

WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

53. 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.
54. 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.
55. 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.

**Qualified Safety Coordinator:
Business Phone:**

56. 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.
57. 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.
58. 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.

BUSINESS LICENSE

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

DISPUTE RESOLUTION

60. 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.

(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.

JURISDICTION OF COUNCIL AND NON-APPROPRIATION

61. 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.
62. 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.

ENTIRE AGREEMENT

63. This Agreement, including the Schedules 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.

AMENDMENT

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

CONSULTANT TERMS REJECTED

65. 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.

SURVIVAL OF OBLIGATIONS

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

CUMULATIVE REMEDIES

67. 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.

NOTICES

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

(a) The City:

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

Attention: <□□insert City contact name>
<□□insert title>

Email: <□□insert>

(b) The Consultant:

<□□insert name and address>

Attention: <□□insert City contact name>
<□□insert title>

Business Fax No.: <□□insert>
Business Email: <□□insert>

UNENFORCEABILITY

69. 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.

HEADINGS

70. 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.

SINGULAR, PLURAL AND GENDER

71. 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.

WAIVER

72. 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.

REPRESENTATIVES

73. The parties will appoint a representative to represent them as follows:

- (a) the Consultant shall appoint a representative ("Consultant Representative") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Consultant's Representative,
- (b) the City shall appoint a representative ("Department Representative") who shall have the duty of instituting and maintaining liaison with the Consultant's Representative as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Department Representative; and

- (c) each party's representative shall have the full power and authority to act on behalf of and to bind such party in all matters relating to this Agreement and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Consultant's Representative and the Department Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

FORCE MAJEURE

- 74. Each party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder).
- 75. For the purposes of this Agreement, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the nonperforming party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

COUNTERPARTS

- 76. 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.

ENUREMENT

- 77. 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, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date first above written.

CITY OF SURREY

by its authorized signatory:

[NAME]

[Job Title]

<<NAME OF CONSULTANT>>

by its authorized signatory:

[NAME]

[Job Title]

SCHEDULE A – SCOPE OF SERVICES

PROJECT MANAGEMENT SUPPORT SERVICES

1. GENERAL

The City of Surrey's Strategic Initiatives and Investments department is responsible for overseeing the pre-construction and construction of various infrastructure initiatives, such as recreation centres, aquatic facilities, libraries, and community centres. As the City has limited in-house project management resources, the City is seeking a project management consultancy services firm to support the City's capital construction projects management team in the successful planning and delivery of current and future capital projects program as directed by Council for the next 3-5 years on an "as and when needed" basis under a standing offer arrangement.

The Applicant's personnel should operate from its own office(s), in the Lower Mainland and shall be available to meet on a short notice. The Applicant's assigned team or individuals shall have experience with planning and delivering of capital projects from inception to completion, preferably in the public sector. Applicant's assigned team or individuals are expected to be familiar with various project delivery methodologies and contract agreement models, construction law, building code and best industry practices and standards particularly in safety, accessibility, environmental, sustainability and energy.

This project management consultancy support should empower the City's capital projects management team to harness the capacity, capabilities of project management modelling, predictive analytics, cost and value engineering reviews and strategic advantages in our capital projects decision making processes. It is anticipated that the project management services will include advice on steps required to implement the scope of Services, including working with the design and construction market to achieve innovative and cost efficient approaches.

Applications may be reviewed on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more agreements with one or more Applicants. The City will retain absolute discretion over the number of Applicants or the number of Standing Offer Agreements to enter into, if any.

The Applicant will report directly to the Capital Projects Manager, Strategic Initiatives and Investments.

2. SCOPE OF SERVICES

2.1 General

This role requires the effective coordination of large scale and multiple projects. Typically, the Services involves the deployment and customization of solutions across the Services to address specific business needs. Services may include all or a combination of the following, advisory services, costing and value engineering, scheduling and documentation, procurement services and construction contract administration, claims management, and project close-out potentially across various City programs or service areas or during priority City engagement projects requiring research and analysis (the “**Services**”).

Primary position accountabilities for project management support services include identifying, developing and managing the budget, scope including City’s FF&E, quality, permitting, utilities schedule, procurement, construction, third party certification, commissioning and handing over of a project in coordination with the City’s Capital Projects Manager.

The City acknowledges the special nature of each category and sub-category and therefore the scope of Services described below are indicative and each discrete assignment may vary slightly within the Services. The extent of these Services will depend on the expertise of consultant and assigned individuals in the project team, operational needs, and financial requirements. Projects will be assigned to the consulting team to complete under the authority of the Capital Projects Manager and/or designate. The selection of which area of specialization will be used for each assignment will also be at the sole discretion of the City.

The engagement aims to select Applicants who can:

- Provide comprehensive project management services and expertise to successfully lead capital projects throughout the pre-construction, construction and post-construction phases. Tasks and services include but not limited to overall administration of a project, advisory services, costing and value engineering, scheduling and documentation, procurement services and contract document administration, claims management, project close out, and applying services reasonably associated with or necessary for the proper and timely performance and provision of the Services; and
- Address resource gaps by offering additional capacity when the City necessitates heightened support for the implementation of various capital construction projects.

2.2 Technical Advisory Services

(Refer to Schedule A – Scope of Services of this RFA-SOA)

The provision of advisory project management services may be required from one or more of the following Services areas. The type, level and amount of Service will vary from project to project and might take the form of acting as owner’s advisor, representative or agent, or acting as a member of a team established or facilitated by the City in respect of the development of potential projects, to assist the City in its procuring in different contracting environments, including design, design-bid-build, progressive design-build, construction management and other contracts required for construction of projects.

2.2.1 Overall Administration

The scope may include all or some of the following for each project:

- A. As the City’s representative, provide recommendations to the City as required, implement the decisions of the City and coordinate the duties expected of the City in dealing with the City’s other project entities including the Architects, sub consultants, third party consultants, inspection agencies, general contractors and other stakeholders.
- B. Ensure that the City is kept informed of all key and emergent issues relating to the project.
- C. Ensure that the City is provided with proper information and documentation to make informed decisions and to demonstrate that a proper level of oversight and due diligence is occurring.
- D. Ensure roles, reporting relationships and requirements of the City, including the City Capital Projects Manager, are clearly understood. For each scope and project delivery type, there may be different relationships, lines of communication and decision making required. In the case where they are contracted directly by the City, manage the members of the team and provide administration of their contract(s) (as a City supplied consultant, unless otherwise agreed upon by the Applicant and the City).
- E. Prepare and maintain a risk registry and review risks with the City, on a routine basis.
- F. Prepare and maintain an issues log for the project.
- G. Prepare agenda, chair and prepare minutes for meeting with the City as required.
- H. Provide regular written reports for the City including:
 - (a) monthly progress report including updated schedule;
 - (b) monthly financial report including update for budget, change orders, cash allowances, contingencies, and cash flow analysis; and
 - (c) other reports as may be requested.
- I. Manage City supplied consultants for inspection, testing, survey and other requirements.
- J. Manage and coordinate the planning and procurement of City’s FF&E with City staff and key stakeholders.
- K. Manage the integrated design processes in all the different project delivery models.

2.2.2 Budgeting and Cost Estimating

The scope may include all or some of the following for each project:

- A. Monitor budget and project costs throughout the project.
- B. Maintain cost accounting and cost control records.
- C. Provide advice and recommendations to the City as to the validity and accuracy of estimates provided by all involved parties.
- D. Coordinate the review of value-engineering suggestions and provide a recommendation.

2.2.3 Schedule Development and Monitoring

The scope may include all or some of the following for each project:

- A. Create, monitor and update an overall project schedule to include milestone dates, critical events, decisions required, etc.
- B. Ensure the Contractor provides a detailed progress schedule and monitor this schedule with the contractor and Architect at job site and construction progress meetings.

2.2.4 Sustainability

- A. Prepare and investigate (where reasonable and appropriate) any opportunities for energy efficiencies, water conservation, waste reduction, etc.

2.2.5 Permits and Approvals

The scope may include all or some of the following for each project:

- A. Manage application and receipt of required permits and approvals.
- B. Manage occupancy process including but not limited to occupancy inspection, deficiencies, commissioning and handing over, and project close out documentation.

2.2.6 Procurement Support and Contract Administration Services

The scope may include all or some of the following for each project:

- A. Work with City's Procurement Services and Social Infrastructure & Community Investments Department to establish procurement methods (**e.g. construction manager at risk, design-bid-build, progressive design build or traditional tendering**), quality control standards and budgets.
- B. Ensure that all City policies, procedures and standards are followed and implemented.
- C. Prepare recommendations for the best procurement methodology for successful and cost effective project completion.
- D. Provide assistance in the preparation of pre-qualification documents and notifications.

- E. Manage consultants retained by the City to perform engineering / professional services for the projects.
- F. Work with City's Procurement Services to compile final competitive solicitations packages in the City's format and Contract Documents (e.g., solicitation package may include drawings, submission schedules and supplementary specifications.)
- G. Assist City's Procurement Services staff in responding to questions from contractors.
- H. Prepare addenda, revisions and clarifications and submit to the City for distribution.
- I. Provide design and construction input as deemed necessary to ensure quality, cost effectiveness and life cycle costs are optimized.
- J. Work with the City to ensure private property owners, First Nations and other stakeholders are consulted as necessary and informed of the project scope, schedule and impacts.
- K. Maintain communication with utility companies to ensure that advance notice of projects is given and that utility works are coordinated with the projects.
- L. Assist with completion of internal and external reviews as necessary.
- M. Facilitate internal meeting to review projects including other departments as necessary.
- N. Ensure all internal and external approvals are submitted and obtained, and that requirements are incorporated into the project.
- O. Assist with writing City report for consulting and/or contract award recommendations.

2.2.7 Construction Inspection and Monitoring

The scope may include all or some of the following for each project:

- A. Monitor work progress in comparison to schedule.
- B. Monitor inspection and verification of work quality and acceptance, including the correction of deficient or rejected work.
- C. Monitor the preparation of deficiency lists in advance of completion and establish management systems for correction of any deficient work.
- D. Coordinate and monitor the identification and correction of contractor warranty work as required during the warranty period.
- E. Oversee and administer contracts between the City and consultants, contractors, suppliers and agencies.
- F. Attend pre-construction and construction site meetings, and conduct site reviews.
- G. Provide progress reports on a monthly basis and as required to up-date the status of the project, budget, schedule changes and any issues or recommendations.
- H. Review change orders and provide the City with recommendations.
- I. Monitor and ensure that quality assurances, quality control, safety procedures are followed.
- J. Ensure final inspections and deficiencies are listed and corrected in a timely manner.
- K. Review and coordinate with the consultant team to obtain completion certificates, occupancy permits, etc.

2.2.8 SAFETY

The scope may include all or some of the following for each project:

- A. Monitor adherence to safety requirements.
- B. Coordinate with the City OH&S expectations requirements.

2.2.9 Change Order Management

The scope may include all or some of the following for each project:

- A. Verify change order procedures.
- B. Evaluate the requirement for change orders, including impacts to cost and schedule and provide a recommendation to the City.
- C. Coordinate processing of change orders by the City.

2.2.10 Payment Process Management

The scope may include all or some of the following for each project:

- A. Verify the payment process and administrative procedures with all parties.
- B. Obtain and monitor the cash flow forecast from the contractor.
- C. Evaluate payment applications, including supporting documentation, and provide recommendations to the City for approval.
- D. Finalize accounting on construction contracts and provide recommendation on Holdback release, including progressive release of holdback.

2.2.11 Claims Management

The scope may include all or some of the following for each project:

- A. Monitor potential claims and ensure documentation is prepared as required.
- B. Monitor and coordinate any outstanding claims to ensure timelines are met.
- C. Monitor and assess where applicable the review and response to claims, including supporting documentation.
- D. Provide documentation to the City to support a full investigation and consideration of the claim.
- E. Provide advice to the City on claims strategy.
- F. Schedule and minute meetings as required to facilitate resolution of claims.

2.2.12 Post Construction

The scope may include all or some of the following for each project:

- A. Coordinate commissioning, and start up as required.
- B. Coordinate training and start-up of the building systems with operational personnel.
- C. Obtain for the City all building equipment:
 - (a) operating and maintenance manuals,
 - (b) warranty information, and
 - (c) detailed inventory of all equipment (type, make, model, year, etc.).
- D. Ensure As-built drawings and other close-out documentation is provided.

- E. Coordinate a de-brief with the City's staff at completion to ensure that all outstanding problems are solved and a smooth operations start-up is achieved.
- F. Prepare final project documentation, reports and summary of costs. All data submitted becomes the property of the City including any agreements, warranties, or licenses.

Projects assigned by the City may consist of some or all of the components listed above. Prior to assigning a project to a Consultant, the Consultant will meet with representatives of the City to discuss and revise the scope of the project. When the City requires project management support services for a new or emergent project, the City will request from Applicant firm(s) holding a Standing Offer Agreement, a work plan for the project including resources, fees and schedule for review and approval. The Consultant cost will be based on the hourly rate submitted in your Application. Quotations for Services will be evaluated and awarded to the firm(s) that is most advantageous to the City. The City reserves the right to negotiate directly with one or more Consultants or may choose from any number of pre-qualified Consultants to submit a Quotation for the requested work and also will have no obligation to any Consultant for a minimum amount of work.

3. EQUIPMENT AND ACCESS

Applicant should have their own computer equipment and have access to their own standard office automation tools (i.e., e-mail, MS Word, MS Excel, MS Power Point, MS Project, etc.) to perform the Services.

4. PREFERRED CAPABILITIES

The lead project manager should be a Professional Engineer and/or PMP with a minimum of 5 years of relevant experience managing a variety of municipal infrastructure projects.

Preferred qualifications for all key personnel proposed to undertake the Services are as follows:

- A. Significant relevant experience with delivering on large scale facilities projects such as recreational, sport and aquatic, commercial, retail and institutional.
- B. Thorough knowledge of project management principles and best practices.
- C. Familiarity with the Canadian Construction Law including *Construction Lien Act* and other applicable Legislation governing the construction industry.
- D. Thorough knowledge and experience with the different contract agreement models.
- E. Ability to adapt, perform under pressure and work effectively at all levels in an organization – quickly establishing and maintaining relationships.
- F. Ability to work independently, establish priorities and meet deadlines; to assign direct, coordinate and review the work of consultants and contractors.
- G. Ability to use sound judgement in administering and managing projects and be able to resolve conflicts without major disruption of work flows or interpersonal relationships.
- H. Ability to interpret and analyze engineering plans and specifications.

- I. Familiarity with sustainability and energy design standards including Passive House, Newt Zero Carbon and LEED.
- J. Familiarity with Rick Hansen Foundation principles, guidelines, rating and certification for accessibility.
- K. Familiarity with WorkSafe BC regulations.
- L. Familiarity with environmental regulations, applicable laws and best practices.
- M. Positive attitude with excellent customer relations skills and the ability to establish effective working relationships with City staff, stakeholders, consultants, contractors and outside agencies;
- N. Excellent oral and written communication skills, with emphasis on the ability to prepare technical and administrative reports.
- O. Proficiency with Microsoft applications (Word, Excel, Project), and working knowledge of PowerPoint.

5. NO GUARANTEE OF VOLUME OF SERVICES OR EXCLUSIVITY OF STANDING OFFER

- 5.1 There is no guaranteed volume of Services committed to within the agreement rather demands are based on the extent of engagement occurring across the City through projects and key initiatives. Historically, there have been spillover demands related to specialized project management work and time performance that is beyond existing City internal staff capacity. Over the agreement Term, the City could transition some or all Services in-house or transition toward a shared service delivery model with consultant services used secondarily as needed to City staff providing in-house client services.
- 5.2 The City will initiate written Orders prior to each project. The City does not guarantee the assignment of any work or quantity of Services. Quantities of Services will be determined based on the City's business requirements. The Applicant is to provide the Services at the hourly rate as described herein only for the hours that the City requests the Services and the Applicant provides the Services.



**SCHEDULE B
APPLICATION FOR A
STANDING OFFER AGREEMENT**

Request For Applications For Standing Offer Agreement Title: Project Management Support Services

Request For Standing Offer No.: 1220-060-2024-004

APPLICANT

Legal Name of Applicant: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

1. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any Order for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.
2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
 - (a) the Request;
 - (b) the scope of Services set out above and in Schedule A of the Request;
 - (c) the Standing Offer Agreement as Attachment 1 to this Request;
 - (d) this Application;
 - (e) an Order (if any); and

- (f) other terms, if any, that are agreed to by the parties in writing.
- 3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.

4. SCHEDULE OF RATES

(Refer to Schedule A – Scope of Services of this RFA-SOA)

- 4.1 Summary of Fees (**Hourly Rates**): Provide hourly rates of key personnel that would be directly involved in each task of the service area components, (these rates will be used should there be approved additions or deletions to the scope of Services). The hourly rates must include all costs, direct and indirect. The hourly rates must include all personnel costs, office expenses, equipment and supplies, training, overhead and any costs associated with the performance of the Services.

For example:

- (a) Senior Project Manager
- (b) Project Manager
- (c) Assistant/Junior Project Manager
- (d) Project Administration/Coordinator

- 4.2 Additional Expenses:

The proposed Standing Offer Agreement attached as Attachment 1 to this RFA-SOA provides that expenses are to be included within the hourly rates shown above, other than the expenses listed in the Agreement as disbursements. Details of disbursements are to be shown in the space below. Please indicate any expenses that would be payable in addition to the proposed hourly rates.

5. PAYMENT TERMS

A cash discount of _____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.

6. APPLICANT'S EXPERIENCE, REPUTATION AND RESOURCES

- 6.1 Due to the nature of the proposed scope of Services, the Applicant's experience should include examples of successful projects which required similar types of services as described in Schedule A – Scope of Services, producing superior quality within time and pricing constraints. The management team, and its key staff members to be assigned to the Services, is expected to be of the highest calibre, possess technical excellence and share the City's utmost concern with planning and maintaining schedule compliance.
- 6.2 Describe your management/administrative structure and identify those people who would have oversight of and be responsible for the quality of services delivered to the City.
- 6.3 Describe if the Applicant has experience working with municipal government sector.

Key Personnel

- 6.4 Applicant should provide a description of the project management consultant team, including team leaders and all personnel the would be used in carrying out the various components of the Services as set out in this RFA-SOA. Applicant to describe approach to team formation and coordination of team members while clearly indicating roles and responsibilities of each personnel.
- 6.5 Applicants should also provide information on the background and experience of key personnel proposed to undertake the Services as set out in Schedule A of this RFA-SOA (should complete the chart below for all personnel proposed to undertake the Services) and include any proposed sub-consultants/sub-contractors.

For example:

- (a) Senior Project Manager
- (b) Project Manager
- (c) Assistant/Junior Project Manager
- (d) Project Administration/Coordinator

Note: The Project Manager should be an experienced professional with Project Management Professional (PMP) certification or equivalent, and at least 5 years of directly relevant project management experience, ideally in a local government setting. Formal project management training and certification is considered an asset. Project assignment can be complex, and requires a strong, experienced project manager with sound judgment and the ability to mobilize and lead a team to act with decisiveness, tact, intelligence, and speed. There are a variety of political, stakeholder, and project challenges that will be encountered throughout; the assignment requires strong leadership and is not suitable for a junior project manager.

- 6.6 Applicants should include information on individual staff and firm experience with progressive design build methodology with public sector projects.

6.7 Applicants should include information on individual staff and firm experience with construction management at Risk methodology with public sector projects.

6.8 Applicants should provide references (name and telephone number). The City's preference is to have a minimum of three references and should demonstrate the ability of the Applicant to perform services similar in scope, size, nature and complexity of this RFA-SOA. We hereby consent to the City contacting references for the purposes of evaluating our Application.

7. APPLICANT'S TECHNICAL RESPONSE (SERVICES)

(Refer to Schedule A – Scope of Services of this RFA-SOA)

7.1 Applicant should provide a narrative that illustrates an understanding of the City's objectives, requirements and intent of the Services.

7.2 Describe your firm's project management approach and team organization during the performance of Services similar to as set out in this RFA-SOA.

7.3 Describe Applicant's general capability and capacity to undertake the Services and your ability to meet the requirements of Schedule A of the RFA-SOA.

7.4 Applicants should describe their firm's approach to achieving competitive pricing and excellent quality.

7.5 Describe the collaborative process/method that would be used by the Key Personnel of the team in the various phases of a Project (e.g., reporting on change order management, cost and schedule issues.)

7.6 Describe how the Applicant is uniquely positioned to support the City's capital project management team in it developing and deploying the service area activities from concept to fully functioning. Applicant should provide a narrative regarding your professional project management services as they relate to each of the following service area:

- (a) Overall Administration;
- (b) Budgeting and Cost Estimating;
- (c) Schedule Development and Monitoring;
- (d) Sustainability;
- (e) Permits and Approvals;
- (f) Procurement and Contract Administration;
- (g) Construction Inspection and Monitoring;
- (h) Safety;
- (i) Change Order Management;
- (j) Payment Process Management;
- (k) Claims Management; and

(I) Post Construction

- 7.7 Provide a narrative describing how the Applicant proposes to structure and integrate its various specialized products and services to achieve this work.
- 7.8 Applicant should describe your processes and procedures for maintaining confidentiality and security of information.
- 7.9 Applicant should describe approach and methodology for project documentation control including filing, tracking, project close out and submission to the City.
- 7.10 **Value-Added Services:** Applicant should provide a description of value-added, innovative ideas and unique services that the Applicant can offer to implement the City’s requirements relevant to the scope of Services described in this RFA-SOA. Unless otherwise stated, it is understood that there are no additional costs for these services.
- 8. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Attachment 1. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)

- 9. The City requires that the successful Applicant have the following in place **before performing 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 Standing Offer 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 web site at www.surrey.ca search [Consultants Certificate of Insurance](#));
 - (d) City of Surrey or Intermunicipal Business License Number: _____

- (e) If the Applicant's Services are subject to GST, the Applicant's GST Number is _____;
- (f) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

- 10. The Applicant acknowledges that the departures it has requested in Sections 8 and 9 of this Application will not form part of an Agreement 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.
- 11. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the General Terms and Conditions, submit this Application in response to the Request.

This Application is offered by the Applicant this _____ day of _____, 2024.

APPLICANT

I/We have the authority to bind the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)