



AND

**Township of
Langley**



Est. 1873

REQUEST FOR PROPOSALS

Title: Provision of Orthophoto Imagery Services

Reference No.: 1220-030-2021-018

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

(Construction Services)
Issuance Date: March 9, 2021

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Township**” means the Township of Langley.

2. INSTRUCTIONS TO PROPONENTS

2.1 Anticipated Solicitation Schedule

The following is the estimated timeline for the project.

Solicitation Schedule	Estimated Dates
Issuance of the RFP	March 5, 2021
Closing Date and Time	March 23, 2021
Evaluation of Proposals	March, 2021
Awarding of Contract	March, 2021
Acquire Aerial Photography	March – April 2021
Completion Date	July 30, 2021

Note: The schedules above are subject to change at the sole discretion of the City and the Township.

2.2 Closing Time and Address for Proposal Delivery

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

on or before the following date and time

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

Date: March 23, 2021

(the “Closing Time”).

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

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

2.3 Information Meeting

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

2.4 Late Proposals

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

2.5 Amendments to Proposals

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

2.6 Inquiries

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

Name: Richard D. Oppelt, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2021-018

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

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

2.7 Addenda

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

2.8 Examination of Contract Documents and Site

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

2.9 Opening of Proposals

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

2.10 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

Experience, Reputation and Resources

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

Technical

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4

Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Proponent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Proponents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information and documents.

4.7 Negotiation of Contract and Award

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or

- (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Contractors

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

5.6 Confidentiality

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

5.7 Reservation of Rights

Notwithstanding any other provision in this RFP:

- (a) The City is under no obligation to consider the Proposal with the lowest Proposal Price, or any Proposal. The City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation, and to accept any Proposal it considers to be in any way advantageous to it.
- (b) The City’s acceptance of any Proposal is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods and performance of the Services.
- (c) Each Proponent, by submitting a Proposal, 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, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP); and
 - (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Proponent and the City is entered into for the supply and delivery of the Goods and the performance of the Services for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.
- (d) If the City considers that all Proposals are priced too high, it may reject them all.

**SCHEDULE A
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

PROJECT TITLE: PROVISION OF ORTHOPHOTO IMAGERY SERVICES

1. INTRODUCTION

The City of Surrey (the “City”) and the Corporation of the Township of Langley (the “Township”) request Proposals from a highly qualified firms for the acquisition, development, and delivery of updated Orthophoto Imagery for 2021.

The successful Proponent should provide everything needed to meet all the requirements including, without limitation, any and all labour, materials, equipment, tools, supplies, and transportation to faithfully perform and provide the Services.

Optional multi-year contract

The City and the Township may, at its sole discretion request for the option to extend the Goods and Services every alternating year, starting in 2021 (i.e. 2023, 2025, etc.). The City and the Township anticipate to achieve additional cost savings and economy of scale if a multi-year contract could be secured for the provision of the Goods the Services.

2. SCOPE OF SERVICES

Prices are to include all labour, materials, equipment, transportation, and any other costs for the performance of the performance of Services as described in this RFP.

The successful Proponent will be responsible for the establishment of survey control, aerial photo data acquisition, data processing, orthorectification and related technical services necessary for the completion of the project.

The following mandatory specifications are to be adhered to. Imagery must:

- (a) be acquired between March 22 and April 30, 2021;
- (b) cover the area delineated by extent shapefiles (roughly 520 square km for the City and 320 square km for the Township);
- (c) be geo-referenced to NAD 83 UTM Zone 10 (CSRS 4.0.0BC.1.GVRD 2005-04-05);
- (d) be in colour;
- (e) have a pixel resolution of 7.5cm or better;
- (f) be free of edge-matching issues such as shifts, smears, colour or contrast inconsistencies, etc.;
- (g) be devoid of unsightly reflections (pools, metallic buildings, etc.);
- (h) minimize effect of building lean;
- (i) have properly rectified bridges, overpasses, and tall buildings;
- (j) be clear enough to easily identify catch basins in City and Township roadways;
- (k) be delivered in a series of non-compressed TIF format files, each less than 1GB in size; and
- (l) horizontal accuracy within 20cm.

2.1 Ground Control

Ground control will need to be established to ensure required horizontal accuracy requirements are met. A shapefile is included which depicts 36 high precision network (HPN) target locations that have been used previously to establish proper ground control. You may determine that some or all of the target locations are required to establish ground control and that some or all of them will require a fresh coat of paint prior to flying so they will clearly show up in the aerial photographs. Please indicate which targets will be used and detail how you intend to meet geo-referencing and horizontal control requirements.

2.2 Geodetic Control

Metro Vancouver HPN control points and/or the Metro Vancouver BCACS base stations shall be used for differential GPS processing.

<https://www2.gov.bc.ca/gov/content/data/geographic-data-services/georeferencing/bcacs>

Coordinate System:

Projection: UTM Zone 10 (Central Meridian 123 West)

Hz Datum: NAD 83 (CSRS) 4.0.0.BC.1.GVRD

Vertical Datum: CGVD28GVRD

Geoid Model: Metro Vancouver Geoid (HTMVBC00.byn)

<https://www2.gov.bc.ca/gov/content/data/geographic-data-services/georeferencing/geoid-model-data>

Access to the above datums shall be through the Metro Vancouver HPN network, utilizing dual frequency geodetic GPS receivers.

2.3 DEM

The City and the Township will provide the following data to the successful Proponent for use to develop a DEM, breaklines, model key points or any other artefact necessary to support proper ortho rectification:

- Bare earth LiDAR
- City bridges and overpass location shapefiles

The successful Proponent will be responsible for the modeling of any new or missing bridges, overpasses, or areas where recent changes to the landscape may have occurred since the LiDAR data were captured. This must be done to ensure imagery is free of deficiencies. New artefacts would be of value to the City and Township for use in subsequent Ortho projects, but is considered optional. Provide the cost to the City to deliver a copy of these artefacts.

3. DELIVERABLES

- (a) Project Schedule (to be reviewed and approved by the City and Township prior to commencement of work);
- (b) Detailed information on actual flights conducted such as flight height, flight lines, end and side lap %, and the dates each flight line were actually flown.
- (c) Sample imagery to be provided prior to processing ortho to give the City and Township an opportunity to comment on contrast and colour;
- (d) One set of all image files in non-compressed TIF format. Each tile file must be 1GB or less in size;
- (e) One set of image files in a compressed MrSID format (identified as a separated cost item);
- (f) One set of all AT files and raw scans; and
- (g) Reports on QA/QC measures.

All deliverables shall become the property of the City and the Township.

Project completion date shall adhere to schedule set out above. In no case will the target completion date be extended without the prior written approval of the City and the Township. Because the City and the Township will be updating its ortho on an annual basis, liquidated damages are incurred for any delay in delivery of the final product. The City and the Township intend to pass on these damages to the successful Proponent (equal to 2% per week the final product is delivered behind schedule. For example, if delivery date is scheduled for July 30th, 2% will be deducted from the fixed price effective August 6th. Another 2% would be deducted on August 13th, and so on.

Rejected deliverables will be returned to the successful Proponent to correct errors or other inconsistencies as required to meet stated requirement specifications. Deficiencies found in the delivered products will be fixed and returned to the City and the Township within 2 weeks of notification.

Payment Schedule

- (a) Completion of aerial imagery acquisition – The City and the Township pay 1/3 of contract cost;
- (b) Project mid-point – The City and the Township pay 1/3 of contract cost; and
- (c) Project completion – The City and the Township pay final 1/3 of project cost.

4. PROPONENT'S RESPONSIBILITIES

Unless otherwise indicated, the successful Proponent shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Building Codes and Ordinances affecting the execution of the work.

5. ADDITIONAL INFORMATION

- City Ortho Extent shapefile (area of interest)
- Township shapefile (area of interest)
- City and Township Target locations shapefiles

Shapefiles may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):

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

Logon ID: surreybid

Password: Welcome

Locate Folder: 1220-030-2021-018

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Provision of Orthophoto Imagery Services

Reference No.: 1220-030-2020-018

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APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

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APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

PROVISION OF ORTHOPHOTO IMAGERY SERVICES

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

AGREEMENT No.: 1220-030-2020-018

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

WHEREAS the City wishes to engage the Contractor to provide the Goods and Services and the Contractor agrees to provide the Goods and Services.

Provision of Orthophoto Imagery Services

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

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

"**Disbursements**" has the meaning set out in Section 5.3;

"**Dispute**" has the meaning set out in Section 14.1;

"**Fees**" has the meaning set out in Section 5.1;

"**Goods**" has the meaning set out in Section 2.1;

"**Indemnitees**" has the meaning set out in Section 7.1;

"**Invoice**" has the meaning set out in Section 5.2(a)

"**Services**" has the meaning set out in Section 2.1;

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

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

1.2 Appendices

The following attached Appendices are a part of this agreement:

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

2. GOODS AND SERVICES

2.1 Goods and Services

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

2.2 Amendment of Goods and Services

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

2.3 Additional Goods and Services

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

2.4 Standard of Care

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

2.5 Term

The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the **“Term”**).

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

2.6 Time

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

2.7 Warranty of Goods

The Contractor warrants that the Goods supplied by the Contractor shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased.

The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Contractor 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 Contractor.

4. LIMITED AUTHORITY

4.1 Agent of City

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor 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 Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

4.2 Independent Contractor

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

5. FEES

5.1 Payment for Goods and Services

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

Services for Financial Year 2021: \$_____ which includes GST, for Services provided in accordance with the performance of this Agreement throughout the Term commencing on (DATE).

OPTIONAL YEARS 2023 AND 2025

Services for Financial Year 2023: \$_____ which includes GST, for Services provided in accordance with the performance of this Agreement throughout the Term commencing on (DATE).

Services for Financial Year 2025: \$_____ which includes GST, for Services provided in accordance with the performance of this Agreement throughout the Term commencing on (DATE).

5.2 Payment

Subject to any contrary provisions set out in this Agreement:

Fees and payments will be administered to according to the following schedule:

- Completion of aerial imagery acquisition – The City pays 1/3 of contract cost;
 - Project mid-point – The City pays 1/3 of contract cost; and
 - Project completion – The City pays final 1/3 of project cost.
- (a) the Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include the following information:
- (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the Goods and Services; P.O. # (to be advised)
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
 - (5) the percentage of the Goods and Services completed at the end of the previous month;
 - (6) the total budget for the Goods and 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) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

The parties agree that all Fees as set out in Appendix 2 will remain in force during the Term and for optional years 2023 and 2025 and thereafter the Fees will be subject to an 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), and do not exceed 2.0% 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 the current Calendar Year.

5.3 Records

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

5.4 Goods not listed in Appendix 2

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus <☞ insert percentage discount (___%)>. The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

5.5 Units of Goods and Services

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

5.6 Personnel Hourly Rates

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

5.7 Equipment Hourly Rates

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

5.8 Incidental Goods Supply

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

5.9 Non-Residents

If the Contractor 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 Contractor; or
- (b) the amount required under applicable tax legislation.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Contractor 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 Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

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

7.3 Contractor's Insurance Policies

The Contractor 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 five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, 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 contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period, and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Contractor 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 Contractor will, on request from the City, provide certified copies of all of the Contractor'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 Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Contractor Responsibilities

The Contractor 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 Contractor acknowledges and agrees that the Contractor 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 Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

- (a) If the Contractor 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 Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor 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 Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

If the City terminates this Contract 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 Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

8.3 Curing Defaults

If the Contractor 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 Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. 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 Contractor.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 12.1 The Contractor 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 the supply of the Goods and Services. The Contractor 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 Contractor. 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 Goods and Services have been paid in full.
- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*. The Contractor 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 Contractor 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 Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, 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 Contractor or otherwise, any deficiency or immediate hazard.

- 12.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

- (a) Negotiation
The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- (b) Mediation
If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- (c) Litigation
If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Contractor 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 Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Goods and 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 Goods and Services.

16.2 Amendment

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

16.3 Contractor Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(a) The City:

City of Surrey, Surrey City Hall

<✉ insert department/division/section name>

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

Attention: <✉ insert contact name>

<✉ insert title>

Telephone No.: <✉ insert>

Fax No.: <✉ insert>

Email: <✉ insert>

(b) The Contractor:

<✉ insert name and address>

Attention: <✉ insert contact name>

<✉ insert title>

Business Fax No.: <✉ insert>

Business Email: <✉ insert>

16.7 Unenforceability

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

16.8 Headings

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

16.9 Singular, Plural and Gender

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

16.10 Waiver

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

16.11 Signature

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

16.12 Enurement

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

[OPTIONAL – SPECIAL CONDITIONS]

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[INSERT NAME OF CONTRACTOR]

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE B 1- DRAFT CONTRACT



TOWNSHIP OF LANGLEY

Township Ref# 21-109

PROFESSIONAL SERVICES AGREEMENT

Title: Provision of Orthophoto Imagery Services

Reference No.: 1220-030-2020-018

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CONSULTANT (PROFESSIONAL) SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2021.

BETWEEN:

**TOWNSHIP OF LANGLEY
20338 65 AVENUE
LANGLEY, BC V2Y 3J1**

(the "Township")

AND:

(Insert Full Legal Name and Address of Contractor)

(the "Consultant")

WHEREAS

- a. The Township has requested Proposals for Provision of Orthophoto Imagery Services. In accordance with the terms of this Agreement and Appendix 1 attached.
- b. The Township and the Consultant now wish to enter into this Contract to set forth the rights and obligations of each of them with respect to the provisions of the 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 Township and the Consultant agree as follows:

1.0 INTERPRETATIONS

1.1 DEFINITIONS

In this agreement the following definitions apply:

"Disbursements" has the meaning set out in section 5.3;

"Dispute" has the meaning set out in section 12.1;

"Fees" has the meaning set out in section 5.1;

"Indemnities" has the meaning set out in section 7.1;

"Invoice" has the meaning set out in section 5.2(a);

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

“**Time Schedule**” has the meaning set out in section 2.5.

1.2 APPENDICES

The following attached Appendices are a part of this agreement:

APPENDIX 1 – Services/Scope/Terms of Reference/Schedule/Fees

2.0 SERVICES

2.1 SERVICES

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

2.2 AMENDMENT OF SERVICES

The Township may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees will be increased or decreased by written agreement of the Township and the Consultant according to the rates set out in Appendix 1.

2.3 ADDITIONAL SERVICES

The Consultant will, if requested in writing by the Township, perform additional services as may be listed in Appendix 1. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant’s performance, will generally correspond to the fees and time of performance as described in Appendix 1. The Consultant will not provide any additional services in excess of the scope of services unless requested in writing by the Township.

2.4 STANDARD OF CARE

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Township is relying on the Consultant’s experience and expertise.

2.5 TIME

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the “time Schedule”) as set out in Appendix 1, or as otherwise agreed to in writing by the Township and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the Township in writing and provide a revised Time Schedule.

3.0 PERSONNEL

3.1 QUALIFIED PERSONNEL

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

3.2 LISTED PERSONNEL AND SUB-CONSULTANTS

The Consultant will perform the Services using the personnel and Sub-Consultants as may be listed in Appendix 1, and the Consultant will not remove any such listed personnel or Sub-Consultants from the Services without the prior written approval of the Township.

3.3 REPLACEMENT OF PERSONNEL OR SUB-CONSULTANTS

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

3.4 SUB-CONSULTANTS AND ASSIGNMENT

Except as provided for in section 3.2, the Consultant will not engage any Sub-Consultants, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the Township.

3.5 AGREEMENTS WITH SUB-CONSULTANTS

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

4.0 LIMITED AUTHORITY

4.1 AGENT OF TOWNSHIP

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

4.2 INDEPENDENT CONTRACTOR

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Township 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 person except as provided for in section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or Sub-Consultants.

5.0 FEES

5.1 FEES

The Township will pay to the consultant the fees as set out in Appendix 1 (the "Fees"). Payment by the Township 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 township.

Fees, Disbursements, and GST will not exceed the amount of \$_____ without the prior written approval of the Township.

5.2 PAYMENT

Subject to any contrary provisions set out in Appendix 1:

- (a) the Consultant will submit a monthly invoice (the "Invoice") to the Township requesting payment of the portion of the Fees and Disbursements relating to the Services provided in

the previous month and including the following information:

- an invoice number referencing the Purchase Order number;
- the Consultant's name, address and telephone number;
- the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any Sub-Consultants that have performed services during the previous month;
- the percentage of Services completed at the end of the previous month;
- the total budget for the Services and the amount of the budget expended to the date of the Invoice;
- All applicable taxes are to be shown separately;
- grand total of the Invoice;

- (b) the Consultant will on request from the Township provide receipts and invoices for all Disbursements claimed;
- (c) if the Township reasonably determines that any portion of an Invoice is not payable then the Township will so advise the Consultant;
- (d) the Township will pay the portion of an Invoice which the Township determined is payable within 30 days of the receipt of the Invoice, except the Township may hold back from payments 10% of the amount the Township determines is payable to the Consultant until such time as the Consultant provides its final report to the Township. All invoice payments will be paid by electronic funds transfer therefore the Contractor must supply banking transfer information to Accounts Payable by e-mail to ap@tol.ca or forms may be found on the Township website at www.tol.ca/Doing-Business/With-the-Township; and
- (e) if the Consultant offers the Township a cash discount for early payment, then the Township may, at the township's sole discretion, pay the portion of an Invoice which the Township determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

Township of Langley, Accounts Payable
20338 65 Avenue
Langley, BC V2Y 3J1

The parties agree that all Fees as set out in Appendix 2 will remain in force during the Term and for optional years 2023 and 2025 and thereafter the Fees will be subject to an 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), and do not exceed 2.0% 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 the current Calendar Year.

5.3 DISBURSEMENTS

In addition to the Fees, the Township will reimburse the Consultant for actual out-of-pocket costs and expenses ("Disbursements") as identified in Appendix 1 which the Consultant, and approved Sub-Consultants, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the Township.

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 Township.

5.4 RECORDS

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the Township, the Consultant will make the records available open to audit examination by the Township at any time during regular

business hours during the time the Consultant is providing the Services and for a period of six (6) years after the Services are complete. The Consultant shall provide the Township with monthly reports which shall advise the Township of the status of the work in progress, recommendations or amendments to the Services and any other relevant information regarding the status of the work under this Agreement including the budget, scope and schedule which the Consultant considers important.

5.5 NON-RESIDENTS

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

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

6.0 TOWNSHIP RESPONSIBILITIES

6.1 TOWNSHIP INFORMATION

The Township will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the Township 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 Township in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 TOWNSHIP DECISIONS

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

6.3 NOTICE OF DEFECT

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

7.0 INSURANCE AND DAMAGES

7.1 INDEMNITY

The Consultant will indemnify and save harmless the Township and all of its elected and appointed officials, officers, employees, servants, representative, volunteers and agents (collectively the "Indemnities"), 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 Indemnities incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 SURVIVAL OF INDEMNITY

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

7.3 INSURANCE TERMS AND REQUIREMENTS

The Consultant will provide the Township 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 Township.

The Consultant shall provide, maintain and pay for the insurance coverage described below including coverage for all officers, directors and employees and unless otherwise agreed in writing by Township, shall cause any subcontractors or sub-consultants of the Consultant to provide, maintain, and pay for the insurance coverage described below including coverage for all their respective officers, directors and employees and shall deliver to Township before the commencement of the Services, and thereafter from time to time as reasonably required by Township, insurance certificates or other similar evidence satisfactory to Township that the insurance required to be provided by the Consultant under this Agreement is in force.

- (a) **Commercial General Liability Insurance** – on an occurrence basis having a limit of not less than \$5 million inclusive for any one occurrence and with \$5,000,000 Annual Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the Consultant under this Agreement. Coverage must be for the entire contract period, or as stated in the Agreement and shall include, where applicable:
- (i) liability for premises and operations;
 - (ii) owners and contractors protective liability;
 - (iii) cross liability / severability of interests
 - (iv) liability arising out of products (either manufactured or supplied) and completed operations;
 - (v) broad form property damage, including completed operations;
 - (vi) blanket written contractual liability;
 - (vii) unlicensed mobile equipment;
 - (viii) operation and use of machinery attached to licensed vehicles;
 - (ix) non-owned automobile liability insurance;
 - (x) contingent employers' liability;
 - (xi) employees of others hired or on loan by Consultant or on loan to the Consultant as insured; and
 - (xii) sudden and accidental pollution.

This Commercial General Liability policy shall expressly state that it is primary as to any other insurance available to Township but solely with respect to liability arising out of the Consultant's Services.

- (b) **Automobile Liability Insurance** – having a limit of not less than \$3 million inclusive for any one occurrence, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of the Consultant's owned, leased and non-owned vehicles for the performance of the Services.
- (c) **Professional Liability Insurance** – if applicable, having a limit of \$2 million inclusive any one claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional services.
- (d) **Workers' Compensation Insurance** – in compliance with the Workers Compensation Act pertaining to the compensation of injured employees assigned to the Services.

The policies for the insurance provided by the Consultant shall be endorsed as follows:

(e) **Additional Insured:**

The Commercial General Liability insurance policy shall define "additional insured" as "Corporation of the Township of Langley and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the Consultant under this Agreement".

(f) **Waiver of Subrogation:**

The Commercial General Liability insurance policy shall include an endorsement under which the insurer waives any right of subrogation it may have against "Corporation of the Township of Langley and its elected and appointed officials, officers, employees and agents."

(g) **Notice of Cancellation or Modification:**

- (i) Other than the Professional Liability insurance and the Workers' Compensation insurance, each policy shall contain an endorsement in substantially the following form:

"Unless Township has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 30 days after written notice of that cancellation, change or amendment has been given to Township."

- (ii) The Professional Liability insurance policy shall include an endorsement in substantially the following form:

"Unless Township has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, until 30 days after written notice of that cancellation has been given to Township."

Placement

All insurance required to be obtained under this Agreement shall be placed with insurers which are satisfactory to Township, licensed and approved by the Province of British Columbia, and of current investment grade.

Deductibles

The Consultant shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Consultant under this subsection of this Agreement.

Compliance

Failure to comply or the full compliance with the requirements for insurance coverage of the kinds and with the limits stated in this Agreement shall in no way act to relieve the Consultant from its obligations under this Agreement. The Consultant may obtain insurance having greater limits and providing other forms of coverage as the Consultant deems prudent to protect itself under this Agreement.

Notice Of Claims

If, at any time during the performance of the Services as described in Appendix 1, the Consultant becomes aware of a claim or potential claim against any insurance policy described in Section 1 of this Appendix, then the Consultant will immediately advise the Township in writing of such claim, including particulars.

7.4 CLAIMS COOPERATION AND HISTORY

With respect to any Claim against the Township, whether insured or otherwise, the Consultant will cooperate with the Township, the Township's insurers, claims adjusters and other representatives to mitigate any impact of any investigations relating to the Claim on the Township's operations, including the performance of the Services.

The Township's Representative may request, at any time, a claims history for any of the insurance policies described in section 7.3 and the Consultant's insurance policies and the Consultant will provide such history to the Township's Representative within five days of such request.

7.5 ADDITIONAL INSURANCE

Subject to any specific agreements the Township and the Consultant may have reached with respect to insurance, as may be set out in other provisions of this agreement, the Consultant will, as part of the Services, cooperate with the Township to obtain additional insurance covering the Services if the Township in its discretion determines that additional insurance is required. The Township may pay the cost of the premiums for any additional insurance.

The Consultant acknowledges that any requirements of the Township as to the amount of coverage under any policy of insurance will not constitute a representation by the Township 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.

8.0 TERMINATION

8.1 BY THE TOWNSHIP

The Township may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the Township's property to the Township. If the Township terminates this agreement before the completion of all the Services, the Township 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 Township. Upon payment of such amounts no other or additional payment will be owed by the Township to the Consultant, and, for certainty, no amount will be owing on account of loss profits relating to the portion of the Services not performed or other profit opportunities.

8.2 TERMINATION FOR CAUSE

The Township 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 Township may, without prejudice to any other right or remedy the Township may have, terminate this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice;
- 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 Township within five (5) days after delivery of written notice from the Township to the Consultant, then the Township may, without prejudice to any other right or remedy the Township may have, terminate this agreement by giving the Consultant further written notice.

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

- c) Enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- d) Withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- e) Set-off the total cost of completing the Services incurred by the Township 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

- f) If the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 CURING DEFAULTS

If the Consultant is in default of any of its obligations under this agreement, then the Township may without terminating this agreement, upon five (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.

9.0 APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 APPLICABLE LAWS

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

9.2 CODES AND BY-LAWS

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

9.3 INTERPRETATION OF CODES

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

9.4 BUSINESS LICENCE

The Consultant will at all times during the Term be in possession of a valid business licence issued to it by the Township of Langley or an Inter-Municipal business licence naming the Township of Langley.

10.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 NO DISCLOSURE

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

10.2 NON-USE

The Consultant agrees only to use the Confidential Information to perform its obligations under this agreement and shall not disclose the Confidential Information to third parties, except:

- a) employees, officers, agents, representatives, advisers or sub-consultants (“Representatives”) who need to know such Confidential Information in connection with the performance of the Services and who have agreed to maintain the confidentiality of the Confidential Information;
- b) as may be required by applicable law, governmental regulation, court order or similar legal process or authority; or
- c) as may be specifically authorized in writing by the Township.

The Consultant will be liable for any breach of Confidential Information by its Representatives.

10.3 EXCLUSIONS

Confidential Information does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by the Consultant or its Representatives in breach of this agreement);
- b) was available or known to the receiving party on a non-confidential basis prior to disclosure hereunder; or
- c) the Township agrees in writing is not confidential or may be disclosed.

10.4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

10.5 RETURN OF PROPERTY

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

10.6 CONFLICT OF INTEREST

The Consultant and the Consultant’s employees:

- a. Shall conduct their duties related to this Contract with impartiality and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with who a relationship between them could bring the impartiality of the consultant or its employees into question;

- b. Shall not influence, seek to influence, or otherwise take part in a decision of the Township, knowing that the decision might further their private interests;
- c. Shall not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes, or would appear to cause, a conflict of interest, and;
- d. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the Township.

A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the Township deem such action appropriate.

11.0 USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the Township the right, title and interest required for the Township to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant. This section does not give the Township the right to sell any such work product to any third party and the Township may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the work product.

Software and other materials developed or otherwise obtained by or for Consultant independently of this Contract (the ***Pre-Existing Materials***) do not constitute Work Product.

If Consultant creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Products, but other elements do not. Nothing in this clause 11 will be construed to interfere with Consultant's ownership of Pre-Existing Materials.

12.0 DISPUTE RESOLUTION

12.1 DISPUTE RESOLUTION PROCEDURES

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("Dispute") using the dispute resolution procedures set out in this section 12.

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.

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (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 Township, 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.

Litigation

If within ninety (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.

13.0 JURISDICTION

Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Township in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

14.0 WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

14.1 WORKERS' COMPENSATION BOARD COVERAGE

The Consultant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services. The Township 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 Township to the Consultant. The Township 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.

14.2 REGISTRATION NUMBER AND LETTER

The consultant will provide the Township 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.

14.3 UNPAID WORKERS' COMPENSATION BOARD INDEMNITY

Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant will indemnify and save harmless the Indemnities from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnities 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.

14.4 COMPLIANCE WITH HEALTH AND SAFETY LAWS

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 Compensation Act* and Regulations pursuant thereto.

15.0 GENERAL

15.1 ENTIRE AGREEMENT

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

15.2 AMENDMENT

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

15.3 SURVIVAL OF OBLIGATIONS

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

15.4 CUMULATIVE REMEDIES

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

15.5 NOTICES

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 transmissions, or delivered by email or if by mail, five (5) calendar days after posting. The addresses for delivery will be as follows:

The Township: 20338 65 Avenue, Langley, BC V2Y 3J1

Attention: TBA

Email: TBA

The Consultant: TBA

Attention: TBA

Email: TBA

15.6 UNENFORCEABILITY

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

15.7 HEADINGS

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

15.8 SINGULAR , PLURAL AND GENDER

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

15.9 WAIVER

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

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____, 2021 at Langley in the Province of British Columbia.

TOWNSHIP OF LANGLEY

[PROPONENT AUTHORIZED SIGNATURE]

Per: _____
Township Clerk or Deputy Township Clerk

Legal Name of Proponent

Authorized Signatory (Signature)

Name of Signing Officer (Print)

Address (city, province, postal code)

Contact Telephone Number

Contact Fax Number

Email address (if any)

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Provision of Orthophoto Imagery Services**

RFP Reference No.: **1220-030-2021-018**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Richard D. Oppelt, Manager, Procurement Services

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

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

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

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

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

4.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at

the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the 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.

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased). Include a detailed list of all equipment and/or software to be used in this project. Relate the equipment and/or software to the project workflow.
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Sub-Contractors

If a project task will be subcontracted, specify the firm and its relationship to the Proponent. Provide a brief summary of the qualifications of the subcontractor to perform the project task.

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

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

- (ix) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these.

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

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

- (i) a narrative that illustrates an understanding of the City's requirements for Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the Scope of Services, including all required deliverables and milestones by the identified timelines, manage the Services, and accomplish required objectives within the City's schedule. Each major task should be listed with an explanation of the intended methodology for completing the task, the timeline proposed to complete the task, including an estimate of the number of hours allocated to each member for each task
- (iv) **Workplan:** provide a detailed description of the workflow that will be used for the project. Include a detailed step-by-step description of each project task, deliverables as stated in Schedule A, including equipment, software, hardware, and techniques to be used. The project workflow must be sufficiently detailed to accurately define the work and the quality of the work that would be conducted. Include sufficient technical detail to allow staff to evaluate the technical merit of the proposed workflow
- (v) A narrative that describes your process to overcome any deficiencies and adhere to the 1-month timeframe to fix issues;
- (vi) **Quality Control:** provide a description of the standards to be met by the Proponent in providing the Goods and Services;
- (vii) **Ground Control:** Ground control will need to be established to ensure required horizontal accuracy requirements are met. Please indicate which targets will be used and detail how you intend to meet geo-referencing and horizontal control requirements;
- (viii) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (ix) **Environmental and Social Responsibility:** Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction; and
- (x) **Value Added Services:** The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these goods and services.

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

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

1. CITY OF SURREY

MILESTONE DATES (to be reviewed and finalized during project launch meeting)

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

2. TOWNSHIP OF LANGLEY

MILESTONE DATES (to be reviewed and finalized during project launch meeting)

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

1. SCHEDULE OF RATES 2021:

Prices are to include all labour, materials, equipment, tools, supplies, and transportation to faithfully perform and provide the Services as described in this RFP.

1.1 City of Surrey

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	TOTAL PROPOSAL PRICE (excluding taxes) :			

1.2 The Township

Item No.	Description	Price – Lump Sum
1	Orthophoto Imagery Services	\$
	Subtotal:	\$
	GST (5%)	\$
	TOTAL PROPOSAL PRICE"	\$

Payment Terms:

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

2. OPTIONAL YEARS 2023 AND 2025:

The City and the Township would like the option to extend the Goods and Services every alternating year, starting in 2021 (i.e. 2023, 2025, etc.).

2.1 City of Surrey

Fixed Fee Schedule for 2023:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	TOTAL PROPOSAL PRICE (excluding taxes) :			

Fixed Fee Schedule for 2025:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	TOTAL PROPOSAL PRICE (excluding taxes) :			

2.2 Township

Fixed Fee Schedule for 2023:

Item No.	Description	Price – Lump Sum
1	Orthophoto Imagery Services	\$
	Subtotal:	\$
	GST (5%)	\$

TOTAL PROPOSAL PRICE" \$

Fixed Fee Schedule for 2025:

Item No.	Description	Price – Lump Sum
1	Orthophoto Imagery Services	\$
	Subtotal:	\$
	GST (5%)	\$
	TOTAL PROPOSAL PRICE"	\$

Additional Expenses:

The proposed Contract attached as Schedule “B” to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:
