



REQUEST FOR PROPOSALS

Title: O'Siem Village Modular Childcare - Design Services

Reference No.: 1220-030-2023-036

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)

Issuance Date: August 29, 2023

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ATTACHMENT 3 – CITY'S CIVIC FACILITY – PROJECT DELIVERABLES FORMS

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

on or before the following date and time

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

Date: September 19, 2023

(the “Closing Time”).

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

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

2.2 Information Meeting

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

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2023-036

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

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

2.6 Addenda

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

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the "**Evaluation Team**"), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is

required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

(a) Experience, Reputation and Resources

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

(b) Technical

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

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5 including Schedule C-5-1.

(d) Statement of Departures

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

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

The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds the requirements identified in this RFP.

4.3 Discrepancies in Proponent's Financial Proposal

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

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to

perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

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

5.2 Proponent's Expenses

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

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

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other

compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and

- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

SCHEDULE A – SCOPE OF SERVICES

PROJECT TITLE: O'SIEM VILLAGE MODULAR CHILDCARE - DESIGN SERVICES

1. SCOPE OF SERVICES

- 1.1 The City of Surrey, invites Proponents to provide comprehensive architectural, interior design, and engineering design services including construction administration, hand over and closeout for the development of a new modular construction of O'Siem at Hawthorne Park Childcare facility located at 14290 and 14306/08 108 Avenue, Surrey, BC.
- 1.2 The Services should include but not be limited to all aspects of:
- (a) Architectural and interior design (refer to Attachment 1 - Sequence & Scope of Services Chart);
 - (b) Structural, Mechanical and Electrical engineer consulting;
 - (c) Civil engineering services including site servicing and off-site services agreement as well as Erosion Sediment Control (all modifying earlier design);
 - (d) Landscape design including indigenous program play area; (Note: applicability of previous landscape design is to be confirmed at later date);
 - (e) Code consulting services (if not by architect);
 - (f) Quantity Surveyor costing;
 - (g) value engineering if required to suit budget; and
 - (h) Modular design or modular builder pre-construction services for design integration.

Services directly engaged by City:

- (a) Arborist's tree survey (updates to earlier reporting as needed to suit redesign);
 - (b) Site topographic survey;
 - (c) Geotechnical reporting (for building site in addition to earlier report for parking lot site);
 - (d) Environmental Hazmat consultant's pre-demolition assessment reporting
 - (e) Modular Builder pre-construction services for design integration may also be considered.
- 1.3 Using the previous design input as reference and launch point, the following is suggested to clarify extent of project services per design stage:
- (a) Based on 2019-2021 site information and design input, plus the supplied current design Concept Drawing (Refer to Schedule A-1), we anticipate a condensed programming and Schematic Design stage.
 - (b) Design Development will require an updated Planning Report and Development Permit application to be run through an expedited DP process (i.e.: single Council meeting for approval with no further public input).
 - (c) Design Development and Construction documentation are expected to utilize and update earlier Civil design provided by HY Engineering (Will Bodnar, P.Eng.).
 - (d) Landscape design was previously completed by Prospect & Refuge Landscape Architects. It is presumed at least some of the previous design and documentation could be merged into the new scheme.
 - (e) Division 1 of Construction Documents will be supplied by the City and Tendering will be through the City's Procurement process.

- (f) Contract Administration to include general commissioning, occupancy and closeout, plus deficiency, as-built drawings and warranty follow up.

2. BACKGROUND

- 2.1 The City is committed to creating and enhancing a sense of community where individuals, cultures and the environment thrive. City initiatives include increasing Citizens' access to services, including the number of licensed childcare spaces.

Surrey has the fastest growing and now the largest urban Indigenous population in BC with over 16,000 people with 50% of the Indigenous population is under the age of 25. Currently, Surrey has no culturally relevant daycare spaces and has limited cultural infrastructure for the Indigenous community.

- 2.2 This project is to develop a licensed Indigenous childcare centre on an existing City property, leased to the Fraser Region Aboriginal Friendship Centre Association (FRAFCA) as facility Operator. This center will offer the Aboriginal Head Start program and follow the Indigenous Early Learning Framework for its program.

- 2.3 Previous iterations of this O'Siem Village Childcare project were planned and budgeted for development in 2017-2021. At that time the intent was to rehabilitate the existing 4-plex building (circa 1975) for daycare use, but due to insufficient funding the project was paused at the BP submission stage, while the City pursued further grant opportunities to support this initiative. Since then, the earlier approved Development Permit for this site has expired. Generally, it has been agreed the planning concepts and site servicing requirements will be carried forward, while a new (short form) DP will be required as part of the Planning & Development process.

- 2.4 Through a ChildCareBC New Spaces program grant, the City's Capital Program includes a new strategy for the design and construction of this Indigenous childcare facility, in partnership with Fraser Region Aboriginal Friendship Centre Association (FRAFCA) as Operator. Funding is now available for work to commence as soon as possible, envisaging a Project Completion before January 2025.

3. PROJECT GOALS AND DETAILS

- 3.1 The principal aim of the project's re-start is to modify the existing design to incorporate replacement modular buildings at lesser cost than rehabilitating the existing 4-plex building, by refining the childcare program plus previous design development, and preparing technically sound detailed drawings and specifications necessary for a successful childcare facility.
- 3.2 Design to recognize and satisfy specialized and blended cultural programming needs of the Indigenous operators and users, including elders and knowledge keepers, and the Aboriginal Head Start program.

- 3.3 Design and build a fully functional and welcoming facility that accommodates the special needs of both staff and users.
- 3.4 Design in collaboration with modular building practices for a budget conscious solution in this challenging market.
- 3.5 The intent is to demolish the existing 4-plex building and replace with new modular construction. Original Civil design for parking and building servicing including off-site work will generally be carried forward. Additional Geotechnical, Survey and Arborist input is expected.
- 3.6 We anticipate the following improvements as part of this work:
- (a) Existing building demolition including hazardous material removals (based on survey reporting by others);
 - (b) Site improvements including servicing, parking and a specialized play area;
 - (c) Modular buildings of approximately 3500 SF (325 m2) to accommodate a minimum of 54 childcare spaces with integrated plumbing, mechanical and electrical systems and services;
 - (d) Mechanical to include ducted HVAC with air conditioning in all areas.
 - (e) Electrical to include site and parking lot lighting.
 - (f) Electrical to include intrusion security, exterior door access control, and rough-ins for CCTV monitoring. Design to best practices, but adherence to the City's Security and IT performance standards for Civic Facilities is not required.
- 3.7 Capital objective is to minimize overall costs, while providing a functional and healthy environment for children in care as well as staff. In advance of finalizing the project program, we expect the project will fall well below the projected funding. Application for Grant funding was based on existing building remediation and conversion, while the new concept can benefit from modular design and construction. Hard construction costs may be in the \$2.0-2.5M range including escalation and excluding GST. Class C/D costing will inform the new budget, with further Class B and A adjustment monitoring as part of the professional design services.
- 3.8 Although this is not a City run civic facility, the project is expected to meet the City's goals under City's Sustainability Charter and accessibility/inclusivity initiatives. All City facilities are to be known as inclusive and universally accessible.
- 3.9 The following is an estimated schedule of events. The City reserves the right to cancel or change the schedule at any time. Efforts to maintain or improve on schedule would benefit the project and could form part of evaluation for RFP award.

Task Description	Date
Closing Date and Time	September 19, 2023
Interviews/Presentations dates for Preferred Proponents only (if any)	September, 2023
Contract Award	September/October, 2023

Design	October through February, 2024
Submit for Building Permit	January, 2024
Procurement	March/April, 2024
Construction Start	May, 2024
Construction Completion	January, 2025

Note: Some above dates may change subject to permitting and as the needs of the project dictate.

4. DESIGN VISION

- 4.1 Design and build a fully functional and welcoming facility that accommodates the special needs of both staff and users.
- 4.2 Designed in collaboration with modular building practices for a budget conscious solution in this challenging market.

5. APPROACH

5.1 The Consultant should:

- (a) Implement a fully integrated design approach that incorporates people, systems, business structures and practices that collaboratively harness the talents and insights of all project team and stakeholders to optimize the project's results, increasing value to the City and community, applying adaptive re-use and maximizing efficiency through all phases of design, fabrication and construction;
- (b) Create a collaborative and resourceful environment through a free exchange of ideas, thoughts, information and data amongst key stakeholders and project team;
- (c) Work closely and effectively with key stakeholders to clarify, refine and further develop existing project goals and functional objectives in the early stages of design;
- (d) Engage key stakeholders in all stages of design to ensure effectiveness of decision making;
- (e) Establish open, direct, and transparent communication among all stakeholders;
- (f) Maximize functionality, generality and interoperability;
- (g) Control improvement costs and budget, re-using systems and materials where possible;
- (h) Maintain direct relationship between the design and quantity surveyor to determine and manage project cost through open and continual feedback amongst the project team and key stakeholders;
- (i) Establish well defined design methodology, processes and procedures, and lines of communication required to ensure delivering an effective and pleasing design;
- (j) Establish and implement quality control and quality assurance procedures and measures to ensure compliance with the objectives and design requirements in order to achieve best possible results;
- (k) Assign a quality control coordinator/manager to ensure compliance with the established design processes and procedures;

- (l) Assign a dedicated professional to act as the design coordinator for the whole project, coordinating and working closely with all consultants and stakeholders to ensure delivering a well-coordinated and comprehensive design;
- (m) Coordinate regular design update meetings as required and as directed by the management committee;
- (n) Ensure City of Surrey, Provincial and Federal codes and regulations are met;
- (o) Incorporate City facility guidelines and standards with respect to IT, security and access control if and where appropriate; and
- (p) In addition to compliance with the applicable building codes and energy standards, review ability to comply with the City of Surrey Sustainability Charter (Refer to Attachment 2).

6. DESIGN CONSIDERATIONS

6.1 The Consultant is to consider the following in the design:

- (a) Facility identity as a destination, through form, character and selection of cladding materials to viably suit budget and context;
- (b) Flexible and integrative arrangement options to accommodate future growth;
- (c) Affordability;
- (d) Adaptability;
- (e) Durability;
- (f) Energy efficiency;
- (g) Minimize impact on the environment;
- (h) Life-cycle approach (high-quality products that maximize the City's return on investment);
- (i) Efficient user circulation;
- (j) Accessibility and inclusiveness;

7. OBJECTIVES

7.1 The project will be developed with ongoing input from an internal City staff project team, led by a City project manager (potentially with the assistance of a project management firm). The project team will oversee and work with the consulting team implementing the project design. The Consultant will assist the City in achieving the following objectives:

(a) Expedited Schematic Design Phase

- (1) Familiarize itself with the existing building and site, project's background, departmental procedures, programming, interoperability and budget;
- (2) Validate and further detail the project program and construction budget in relation to the project team's requirements and desires;
- (3) Review applicable statutes, regulations, codes and by-laws and ensure understanding of the requirements of authorities having jurisdiction including the City's regulatory departments;
- (4) Build upon the existing information available including executing further site survey and assessment to the extent of works;

- (5) Review City Sustainability Charter and report on general constraints and opportunities related to the project;
- (6) Attend and record meetings and coordinate with required consultants;
- (7) Meet with stakeholder groups as may be required;
- (8) Based on the mutually agreed upon program of requirements, schedule and construction budget, prepare for the City's review and approval, schematic design documents to illustrate the layout and character of the project and how the parts of the project functionally relate to each other as listed below:
 - a. Entry requirements relative to new parking plan;
 - b. Spatial relationship diagrams and circulation;
 - c. Floor plans, complete with furniture fixtures & equipment;
 - d. Presentation renderings; and
 - e. Project scope of work brief detailing areas, building systems and early specifications to describe the program and character of the project, including architectural, structural, mechanical and electrical changes, materials and such other elements as may be appropriate;
- (9) Present schematic design documents (maximum of two physical options) to project team;
- (10) Coordinate with the project manager to provide probable construction cost information for design options based on current local costing data and proposed value engineering options and economies for relative complexity, quality and building area;
- (11) Obtain approval from the City on the design concept and budget for the preferred design option prior to proceeding to next phase; and
- (12) If required, coordinate with Planning to hold a public open house meeting in consultation with the project team.

(b) Design Development Phase

- (1) Attend preliminary meetings with the City's Planning & Development staff to determine permitting requirements;
- (2) Coordinate 50% and 90% design reviews and meetings with the project team;
- (3) Control and coordinate design drawings with the consultant team as required;
- (4) Consider CPTED principles on the overall site and facilities;
- (5) Prepare for the City's review and approval, design development documents consisting of drawings and other documents for the project, as listed below:
 - a. Site plan;
 - b. Plans & reflected ceiling plans;
 - c. Elevations;
 - d. Applicable Sections and Details;
 - e. Outline specifications by standard section, including architectural, structural, mechanical and electrical discipline scope;
 - f. Present finish materials and samples;
 - g. Project brief detailing area calculations, building systems and outline specifications to describe the size and character of the functional program parts, including the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate;

- h. Updated statement of probable construction cost detailing all variances and economies from previous estimates including life cycle analysis;
 - i. Coordinate with the project manager and get City approval before proceeding to next activities;
- (6) Meet with stakeholder groups including Civic Facilities, Libraries, Security and IT Services;
 - (7) Further review of City's Sustainability Charter and report on specific project impacts and benefits including relevant energy modelling. Presentation of potential energy saving initiatives with projected cost savings for the Project team review and selection;
 - (8) Prepare application, context, plans, plus 3-D modelling as necessary for presentation to the City's Planning & Development Department for the revised Development Permit (DP) prior to submission for Building Permit, as required for exterior program;
 - (9) Prepare submissions for other permitting related to the revised DP and Building Permit including but not limited to completion of Surrey Sustainable Development Checklist (SDC), Health Act requirements, etc.;
 - (10) Identify long lead items and coordinate with project manager to strategize procurement; and
 - (11) Develop detailed construction drawings and specifications leading to the issuance of Building Permit(s); and
 - (12) Obtain approval from the City on the design development and budget for this stage prior to proceeding to next stage.

(c) Construction Document and Procurement Phase

- (1) Prepare for the City's review and approval, construction documents including specifications and drawings setting forth in detail the requirements for construction of the project;
- (2) Using the City's standard procurement documents, prepare draft documents and review with the City's Procurement Services section to ensure their process requirements are met in time for scheduled procurement start date;
- (3) Acquire Building Permit (BP), adding a code consultant or Certified Professional (CP) if appropriate;
- (4) Include all necessary permitting requirements and with the project manager, assist the Owner in securing all permits and licences necessary for the project;
- (5) Provide an updated statement of probable construction cost detailing all variances from previous estimates at 50% and 90% stages. Lead value engineering to meet budget, together with project manager;
- (6) Coordinate with the project manager and get Owner approval before proceeding to procurement;
- (7) Consider advancing an early works (hazmat removal & demolition) tender package and associated phased permitting process if needed to improve schedule;
- (8) Participate in pre-qualification review of construction team (if applicable); and
- (9) Coordinate services of other Consultants as applicable, and jointly with those other Consultants, and coordinating with the project manager shall:
 - a. assist and advise the client in obtaining bids or negotiated proposals;
 - b. prepare and coordinate addenda as applicable;
 - c. analyze proposals; and,
 - d. participate in evaluation of submissions and selection of construction team.

(d) Construction and Contract Administration Phase

- (1) Manage the construction process including general review and field services according to the AIBC guidelines and City Building Section requirements, including but not limited to:
 - a. Attend and participate in construction site meetings;
 - b. Conduct field reviews to ensure compliance with the construction documents and applicable Codes;
 - c. Issuance of direction from the City to the construction team;
 - d. Review of submittals for shop drawings, product data, and samples;
 - e. Review and processing of changes;
 - f. Interpret the contract documents and review of disputes;
 - g. Review of works and issuance of required letters of assurance to the City;
 - h. Coordinate with project manager and contractor's commissioning agents for commissioning meetings and the implementation of the general commissioning plan;
 - i. Advise on completion requirements, assessing and reporting on deficiency status and associated holdbacks;
 - j. Review of operations and maintenance manuals and materials prior to issuance to the City, including warranties and as constructed drawings, and in coordination with the project manager ensure all required City submissions are completed prior to final payment certification; and
 - k. Review of project works prior to expiry of construction maintenance period.
- (2) Be the payment certifier according to the contract with the construction team, certifying regular payments, substantial performance, and final completion of the project;
- (3) Complete all certificates of completion and notices of certification of completion in accordance with the *Builder's Lien Act*;
- (4) Submit a final project report with all relevant documentation including commissioning of the building; and
- (5) As-built red-line drawings are to be transposed into final AutoCAD & PDF format record drawings, for City record. Consultant's drafting costs will be agreed upon separately and stipulated in the Contractor's request for proposal document to form part of that contract.

8. PROJECT DELIVERABLES

- 8.1 Deliverables are those expected in accordance with best practices for a project architect. The Consultant is expected to deliver at least the following aspects:
- (a) Schematic Design informed by current Design Concept.
 - (b) Regular meetings (minimum bi-weekly) with the City and project team including coordinating agendas and distribution of minutes;
 - (c) Operator/user stakeholder meetings focussing on indigenous program requirements.
 - (d) As needed meetings with the City's Engineering, Planning & Development, and other regulatory departments who are separate from the Project team;
 - (e) Schematic Design documents including project scope brief and Class C/D Costing;

- (f) Review of City's Sustainability Charter (Refer to Attachment 2) and report on specific project impacts and benefits through life cycle assessment. Presentation of potential energy and/or carbon saving initiatives with projected cost savings and carbon savings (using the City Sustainability Office factors for carbon calculations from gas or electricity savings).
- (g) Design development documents, including outline specifications and Class B Costing;
- (h) Preliminary and detailed cost estimates at schematic, detailed design and 50% construction document stages with additional cost control estimates if project budget is exceeded. Confirm cost estimate at pre-tender (90%) and if bids are over budget provide cost review post-tender with recommendations.
- (i) 3-Dimensional model or image presentation materials in colour;
- (j) Submit and receive approval for all applicable plans, servicing agreements and permits by the City's Engineering, Planning & Development Departments and by all relevant outside agencies;
- (k) Detailed construction drawings and specifications;
- (l) Complete Building Permit application requirements;
- (m) Construction solicitation documents;
- (n) Review input on tender results and contractor evaluation;
- (o) Addenda responses as necessary during construction services solicitation period;
- (p) Assisting the City with successful contract award documents;
- (q) Quality assurance, site reviews and experienced contract administration throughout construction;
- (r) General services and systems commissioning; and
- (s) Project report and turn over documents including as-built drawings (sealed paper copy, scanned copy of sealed drawings in PDF format, copy of As-built drawings in AutoCAD DWG format) and Operation & Maintenance manuals in PDF format, in accordance with Project Completion Deliverables (Refer to Attachment 5)

9. REPORTS

- 9.1 Written and graphic documentation is to be provided in both paper and electronic versions, standardized in Microsoft Office, Autocad and Adobe PDF formats, including text, spreadsheets, graphs, slides used in presentations, etc. The Consultant is to have the ability to communicate with City staff through the internet and the ability to exchange information through an FTP site. With the exception of material expressly protected by copyright, any information submitted to the project team becomes the property of the City.

10. REFERENCE DOCUMENTS

The following reference documents as provided below should be considered in the design and delivery of the project. Please refer to the attached documents for additional information.

Attachment 1 – Sequence and Scope of Services Chart (AIBC);
 Attachment 2 – City of Surrey, Sustainability Charter;
 Attachment 3 – Previous Project Deliverables;
 Attachment 4 – City of Surrey, Asset Inventory Form;
 Attachment 5 – City of Surrey, Project Completion Deliverables Form;
 Attachment 6 – City of Surrey, Project Profile Form;
 Attachment 7 – City of Surrey, Warranty Information Form.

The above reference documents may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Proponent.

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit "enter".

Enter "surreybid" as the Username, "Welcome" as the password and then click "Login".

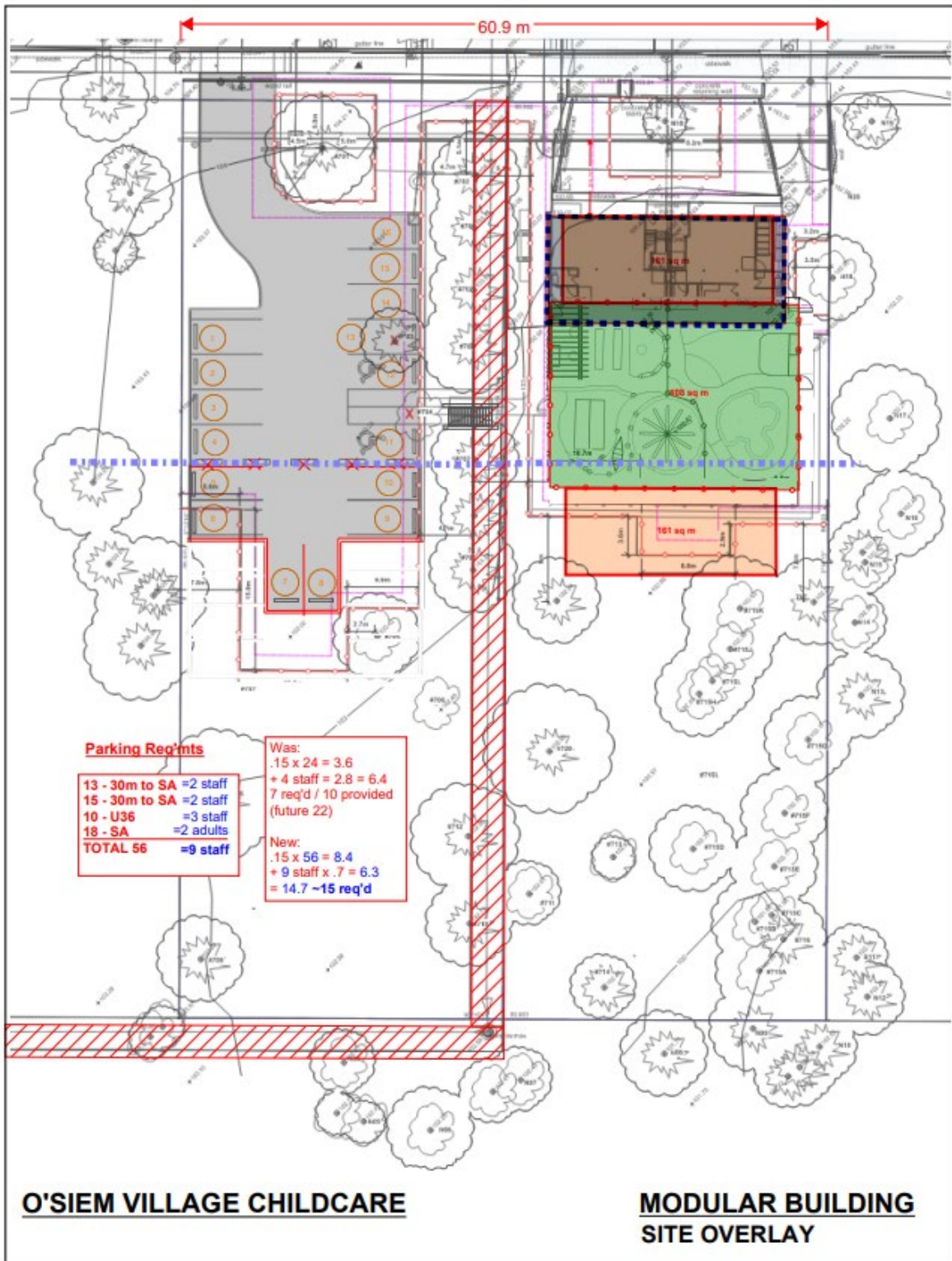
Hostname: <https://mft.surrey.ca>

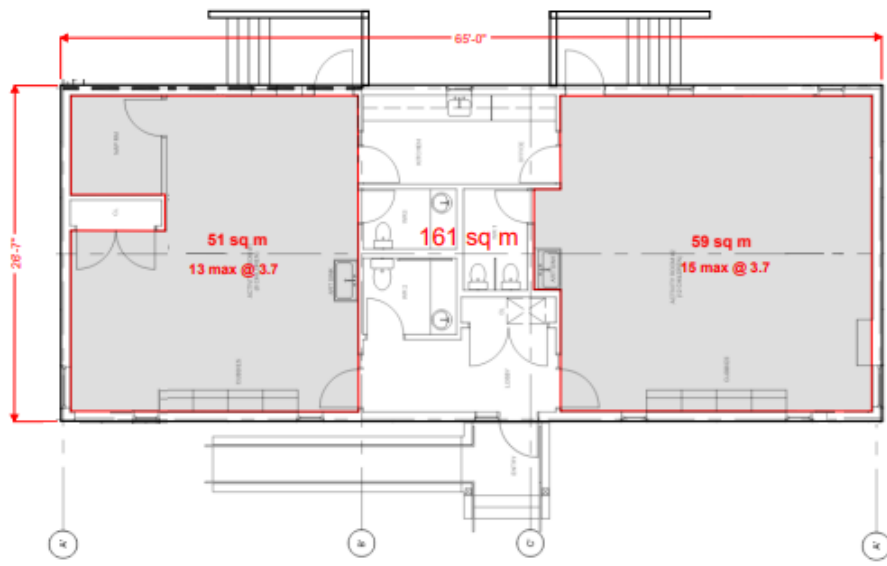
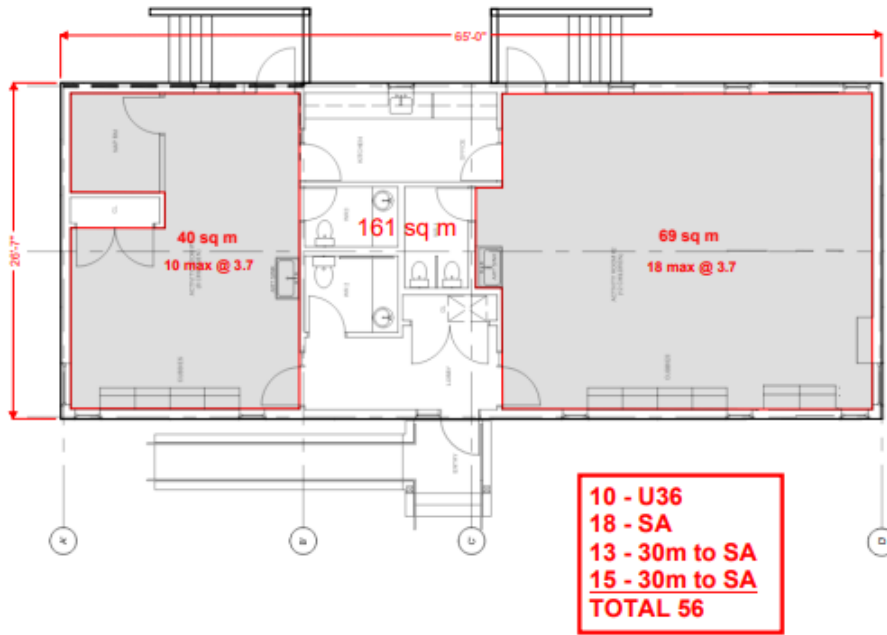
Logon ID: surreybid

Password: Welcome

Locate Folder: 1220-030-2023-036

SCHEDULE A-1 – CONCEPT DRAWINGS





O'SIEM VILLAGE CHILDCARE

MODULAR BUILDING OPTION
ANTICIPATED PROGRAM AREAS

SCHEDULE B – DRAFT CONTRACT



**O'SIEM VILLAGE MODULAR CHILDCARE CENTRE
DESIGN SERVICES AGREEMENT**

Between

CITY OF SURREY

and

[CONSULTANT]

for

MODULAR CHILDCARE CENTRE – DESIGN SERVICES

Reference No.: 1220-030-2023-036

Title: O'Siem Village Modular Childcare Center – Design Services

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

AGREEMENT No.: 1220-030-2023-036

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, British Columbia, V3T 1V8
(the “**City**”)

OF THE FIRST PART

AND:

(**Insert Full Legal Name of Consultant**)
(the “**Consultant**”)

OF THE SECOND PART

WHEREAS the City wishes to engage the Consultant to provide the Services and the Consultant agrees to provide the Services.

O'Siem Village Modular Childcare Center – Design 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;

“**Indemnitees**” has the meaning set out in Section 7.1;

“**Invoice**” has the meaning set out in Section 5.2(a);

“Services” has the meaning set out in Section 2.1;

“Term” has the meaning set out in Section 2.5; and

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

1.2 Appendices

The following attached Appendices are a part of this agreement:

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

2. SERVICES

2.1 Services

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

2.2 Amendment of Services

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

2.3 Additional Services

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

2.4 Standard of Care

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant’s experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.5 Term

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

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

2.6 Time

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

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

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

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

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

5. FEES

5.1 Fees

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

5.2 Payment

Subject to any contrary provisions set out in this agreement:

- (a) the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include the following information:
 - (1) an invoice number;
 - (2) the Consultant's name, address and telephone number;
 - (3) the City's reference number for the Services; P.O. # (to be advised)
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractor(s) that has/have performed services during the previous month;
 - (5) the percentage of Services completed at the end of the previous month;

- (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
-
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
 - (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
 - (d) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
 - (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
 - (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

5.3 Disbursements

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses (“**Disbursements**”) as identified in Appendix 2 which the Consultant, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City.

5.4 Records

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

5.5 Non-Residents

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

- (a) 15% of each payment due to the Consultant; or

(b) the amount required under applicable tax legislation.

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

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

7.3 Consultant's Insurance Policies

The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Consultant will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely

responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

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

prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

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

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

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

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

9.1 Applicable Laws and Policies

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

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction

imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days

from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Consultant Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(a) The City:

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

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

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

(b) The Consultant:

<□□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 Consultant.

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[ INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: O’Siem Village Modular Childcare Center – Design Services

RFP Reference No.: 1220-030-2023-036

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

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

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

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

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

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

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(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 Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these; and
- (vii) Key Personnel and Sub-Contractors - Provide information on the background and experience of all key personnel proposed to undertake the Services. The Proposal is to identify the personnel that will be acting as the project manager for the Proponent, the professional(s) that will be responsible for the work and other key team members. Details of any sub-contractor proposals to be included in the submission to the City. Describe each key staff member's role, their qualifications and relevant experience, including their involvement on similar projects. Personnel should not be changed without the expressed written approval of the City.

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other); and
- (vi) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction.

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 perform the Services within the time specified.

As a minimum, the Proponent’s example implementation schedule should be in sufficient detail to specify the work breakdown structure for all tasks, deliverables as set out in Schedule A.

Proponent should include:

- Deliverable Work Product
- Service Start Date
- Work Product End Date
- City Review Period (showing start and completion dates)

Deliverables	Service Start Date	Work Product Delivery Date	City Review Period	
			Start Date	Completed Date
	-	-	-	-

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST), using the following financial worksheet(s) (as applicable):

1. Schedule C-5-1: Proponent's Financial Proposal Response Form (Example)

Schedule C-5-1 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: 1220-030-2023-036

2. Force Account Labour Rates (Example)

For the purposes of the RFP project engagement, and unless otherwise agreed in writing by the parties, the City will pay to the Consultant the hourly rates listed below for the Services provided by the Consultant under the Terms of this agreement. The following Consultant's staff and consultants will be on the project team and will be invoiced to the project at the following stated rates:

Labour Resource Category	Hourly Rate
	\$
	\$

In order to provide data for the calculation of Fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the project. The City may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the City is required to pay on a time scale or disbursement basis as a result of this Agreement. The Consultant, when requested by the City, shall provide copies of receipts with respect to any disbursement(s) for which the Consultant claims payment under this agreement.

3. Additional Expenses

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee. Please indicate any expenses that would be payable in addition to the proposed fee set out above:

4. 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.