



REQUEST FOR PROPOSALS

Title: PROJECT MANAGEMENT SERVICES FOR GRANDVIEW HEIGHTS
AQUATIC COMPLEX

Reference No.: 1220-030-2011-050

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SCHEDULE A – SERVICES

SCHEDULE B – CONTRACT

SCHEDULE C – FORM OF PROPOSAL

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this 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 2.6;

"**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 Proposals must be submitted to the City at the office of:

Name: Kam Grewal, CMA, BBA, Internal Audit Manager, Acting
Purchasing & Accounts Payable Manager at the following
location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section,
1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

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

on or before the following date and time (the “Closing Time”):

Time: 3:00 p.m. local time

Date: Monday, December 12, 2011

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 Number of Copies

Faxed or emailed PDF Proposals are permitted, but a Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time. If the Proponent prefers to submit a hard copy, the Proponent should submit one original unbound Proposal and three copies (four in total).

2.4 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of 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 must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or e-mailed amendments are permitted, but such amendment may

show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's 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: Kam Grewal, CMA, BBA, Internal Audit Manager, Acting
Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section,
1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

E-mail : purchasing@surrey.ca

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 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 2.7. 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 (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website 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, 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 Package

Proposals to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 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.

3.3 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 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 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:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items (i) to (v) in Schedule C-2, including supplemental information.

(b) Technical

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (v) in Schedule C-3, including any supplemental information.

(c) Financial

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

(d) Statement of Departures

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

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the 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.

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 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.

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

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 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 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

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.

SCHEDULE A

SCOPE OF SERVICES

The successful Proponent will be contracted as Project Manager to represent the interests of the City and other stakeholders to ensure the project's objectives are met. All Services are to be provided in close consultation with the City and may include all or some of the following.

A. The Project

As part of delivering the Build Surrey Program and Recreational services to residents of Surrey, City Council has approved the design and construction of Grandview Heights Aquatic Complex to enhance the services provided to Surrey residents. The project is fully funded and it is proposed that implementation commence as soon as possible with Project completion in the summer of 2014.

The aquatic complex will include one (1) FINA certified 50 m competition venue pool tank, lifestyle pool and amenities, hot pool, steam and sauna rooms, and all related support space. The aquatic complex will also include a fitness centre. The project will require site landscaping, parking, and site servicing.

The aquatic complex will be expected to be World-class facilities, meeting City's goals under our Sustainability Charter, Wood First Policy, and Civic Centre Access Initiative. The aquatic complex shall be known as inclusive and universally accessible facilities embracing our diverse culture.

The Best Practices for City of Surrey New Aquatic Facilities document appended to this RFP will be the governing guideline for designing the aquatic complex.

Grandview Heights Aquatic Complex

The Grandview Heights Aquatic Complex, which is located at the north east corner of 24th Avenue and 168 Street in Surrey, BC will be part of a large multi-phased development which will require a Master Planning process for the neighbourhood including analysis of siting for potential recreational and library facilities, sports field and park space, and potential for integration of elementary and high schools and complementary uses. The Grandview Heights Aquatic Complex will target LEED Silver certification.

The City wants to be prepared to bid to host international level aquatic competitions. The design of the facility must allow for this possibility. To ensure it will be possible to expand and adapt the facility, the architect and their design team will develop an Aquatic Competition Mode master plan. This master plan will determine how much area will be held protected for future expansion (permanent and/or temporary overlay required to host an event). It will also determine an option for how event specific facilities for media, athletics, coaching and spectators will be integrated.

The Grandview Heights Aquatic Complex will include fitness and wellness facilities and the administration space required for the new building. The building will be designed to be

expanded in multiple directions to allow for future additions. Parking will be at grade. Offsite services will be required to service the site.

This site is located in a possible future service area for the City-owned district energy utility, Surrey City Energy. In the conceptual design phase, consideration should be given to integration of the mechanical systems at this site with a future district energy system serving the planned growth in the area. Projected construction costs including offsite works are \$39 million, excluding soft costs (design, fees and contingencies).

1. PROJECT GOAL

The goal of the project is to develop concept plans, detailed drawings and specifications required for the solicitation of construction management services. The City intends to hire a construction management firm to provide design assist services and to develop and coordinate the procurement of construction contracts.

Schedule milestone are as follows:

Task Description	Date
Close RFP	December 12, 2011
Contract Award	January 23, 2012
Design	Winter 2012 to Fall 2012
Hire Construction Manager	Summer 2012
Procurement	Fall 2012 to Winter 2012/2013
Construction	Winter 2012/2013 to Summer 2014
Occupancy	July 2014

Throughout the project, provide written executive summary reports (1-2 pages) reporting budget position, cost control efforts, schedule impacts/review, and risks to project to the Civic Facilities representative. Coordinate budget tracking and project cost projection reviews with the Civic Facilities Financial Manager.

B. PROJECT STAGES

1. STAGE 1: PRE-DESIGN AND CONCEPTUAL DESIGN

- 1.1 Establish the methods, procedures, quality control standards and lines of communication required to control the Project including Project budgets to assure the successful design and construction of "Project Name" within the defined time and cost constraint and to the established quality standards. Established methods, procedures and standards shall comply with the City's overall policies and procedures.
- 1.2 Manage the integrated design consultant team and oversee their contract administration duties.
- 1.3 Manage all consultants retained by the City to perform certain consultancy services for the Project

- 1.4 Provide monthly progression status reports to the management committee
- 1.5 Review all of the information and data that are available and coordinate with the City's different departments, design team, and user groups to ensure the delivery of a fully coordinated design.
- 1.6 Prepare Risk Management Plan identifying and analysing existing and potential risks that may arise in the life of the Project and mitigation measures and methods to eliminate or minimize those risks and reduce their impacts as applicable.
- 1.7 Work with the management committee, user groups and design consultant team to establish and formalize the design basis for the Project,
- 1.8 Provide design inputs as deemed to be necessary and as applicable with respect to constructability, O&M, and life-cycle costs considerations.
- 1.9 Work closely with the management committee, user groups and design consultant team to define the Scope of Work and objectives for the Project,
- 1.10 Prepare a Project Implementation Plan outlining Project objectives, quality control and quality assurance procedures, cost, schedule, deliverables and sustainability criteria, procurement strategies, and all the information needed for the successful project delivery
- 1.11 Review and coordinate the implementation of the appropriate and cost efficient sustainable design strategies with the management committee and design consultant team and assist the Project's team in the preparation of LEED Implementation Plan.
- 1.12 Meet with the design consultants and representatives of the user groups, at the direction of the management committee and as required, to review and update the functional program for the facility.
- 1.13 Provide liaison and coordination with authorities having jurisdiction including but not limited to the City of Surrey.
- 1.14 Coordinate and prepare, in conjunction with cost consultants, a preliminary Project budget. Initiate cost control measures. Review and monitor production of preliminary design drawings; coordinate the submission of applications for required permits, and the formal design review processes.
- 1.15 Coordinate and liaise with the design consultant team regarding sustainable building measures and advise the management committee whether the measures proposed are cost effective and improve the efficient operation of the building.
- 1.16 Establish in conjunction with the members of the Project team, a detailed master schedule, including key dates, to ensure strict control of all subsequent project activities. The schedule will incorporate all related and dependent activities such as:
 - Design and approvals
 - Permits submission
 - Procurement and delivery of materials and equipment
 - Procurement of construction packages
- 1.17 Review level of commissioning appropriate to project and need for commissioning agent involvement at earliest stage, discuss options with management committee, and procure commissioning agent at appropriate time.
- 1.18 Coordinate with Public Arts group and design consultants to incorporate artwork design into the overall project design and provide input as required. For more details on Public

Art project requirement see Appendix 1- City of Surrey - Civic Public Art Project Requirement.

2. STAGE 2: PRE-CONSTRUCTION – DESIGN DEVELOPMENT, CONTRACT DOCUMENTATION, AND RFQ PROCESS

- 2.1 Direct, supervise and administer contracts between the City and the design consultant team.
- 2.2 Review and monitor the production of the design development drawings, working drawings and specifications as the design consultants develop them and provide feedback as required to the design team
- 2.3 Develop a detailed budget in conjunction with the cost consultant and the design consultants. Work closely with the Civic Facilities' finance manager to update the Project's budget on monthly basis and as required.
- 2.4 Provide regular review and monitoring of the Project work, coordinate regular management committee, design team meetings and attend Council meetings when required.
- 2.5 Incorporate environmental and sustainability criteria as required.
- 2.6 Provide progress reports to the management committee on monthly basis and as required indicating the status of the Project with respect to budget, schedule, variances and potential issues of concern and recommendations.
- 2.7 Assist the management committee in the review of the construction contract documents and coordinate with the City's Purchasing Department and design consultant team the preparation of contract tender document package.
- 2.8 Assist user groups in preparing furniture, fixtures and equipment (FF&E) lists, establish FF&E budgets and coordinate the procurement and installation of FF&E.
- 2.9 Coordinate with the design consultant team the preparation of applications and submissions for required permits and licenses.
- 2.10 Participate in the public consultation process as and when required.
- 2.11 Assist City staff in the administration of the request for quotations (RFQ) process for the selection of a construction manager.
- 2.12 Coordinate with the Design team and Purchasing Department the responses to bidders' Request for Information (RFIs) and Addendum issuance
- 2.13 Coordinate with the design team to review and analyze bids and prepare bids evaluation report and recommendation to award
- 2.14 Assist Purchasing Department in the preparation of the Letter of Intent (LOI) and construction contract agreement
- 2.15 Upon construction contract award coordinate with the design consultant team the issuance of the updated contract documents package including all RFIs responses and Addendum that were issued during tendering time and Issued for Construction Drawings (IFC).
- 2.16 Coordinate with and monitor the performance of the construction manager (CM), hired by the City, to ensure the timely and effective completion of the following CM duties:

2.16.1 Preparation of a technical review of the architect's design to ensure that it reflects the goals and objectives of the program.

2.16.2 Preparation of Project budget and detailed master schedule.

2.16.3 Provide recommendations for procurement strategies to meet Project budget and schedule.

2.16.4 Develop methods for solicitation and prequalification for trade contractors and distribution of addenda.

2.16.5 Provide recommendations regarding value engineering and quality assurance.

2.16.6 Application for necessary permits and licences.

3 STAGE 3: CONSTRUCTION

3.1 Be the City's representative under all the Project contracts including the contract with the CM, the design consultant team and others as applicable.

3.2 Supervise cost control and Project accounting.

3.3 Cooperate with the CM to evaluate monthly progress payments for the Project under all related contracts between the City and the CM, trade contractors, suppliers and others.

3.4 Verify and justify change orders.

3.5 Provide monthly progress reports indicating Project's status with respect to schedule, budget, change orders (approved, pending, and potential), look-ahead work plan, potential risks and recommendations and photographic records of construction.

3.6 Coordinate the traffic management plan during construction with the CM.

3.7 Coordinate consultant testing and inspections of the work in progress, as required.

3.8 Chair the construction kick off meeting and attend Project progress meetings.

3.9 Monitor and ensure that quality assurance, quality control, safety procedures and practices are being performed.

3.10 Coordinate with the Commissioning Authority, hired by the City, to ensure compliance with the Commissioning Plan and that all the required documentations are in place and all deficiencies are rectified to the satisfaction of the Commissioning Authority

3.11 Provide regular budget updates and cash flow forecast analysis to include changes orders (approved, pending, and potential) and any anticipated expenses to Civic Facilities' finance manager. Review and revise the Project budget with Civic Facilities finance manager as required.

3.12 Coordinate with the CM and design team the requirements for final occupancy

3.13 Review, coordinate, and oversee Commissioning Plans and LEED certification required documentation

3.14 Assist and coordinate with the design consultant team and CM obtaining required occupancy permit and timely completion of deficiencies

4 STAGE 4: POST CONSTRUCTION

- 4.1 In cooperation with the CM, coordinate compilation/submission of facility operation and maintenance manuals and as-built plans as per the City's requirements.
- 4.2 Coordinate, track and resolve warranty issues
- 4.3 Coordinate hand-over and occupancy of the facility.
- 4.4 Coordinate commissioning, move in and start up of operations.
- 4.5 Coordinate submissions for LEED certification.
- 4.6 Prepare Project Closeout Report

5 TERM

The Contractor will provide the Goods and Services set out in this Schedule A for the period commencing in **Winter 2012** and terminating at completion of the project which is targeted for **July 2014** (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.

6. APPENDICES

Appendices 1 through 5 will be considered in the design and delivery of the aquatic complex as specifically applicable to the project:

- (a) Appendix 1 Civic Public Art Project Requirement;
- (b) Appendix 2 City of Surrey Wood First Policy for City-Funded Capital Projects;
- (c) Appendix 3 Best Practices for City of Surrey New Aquatic Facilities, dated November 2011 by Don Hunter Consulting;
- (d) Appendix 4 City of Surrey - Civic Centre Access Initiative, dated March 2011 by Canadian Barrier Free Design Inc.; and
- (e) Appendix 5 City of Surrey – Guildford Recreation Centre Aquatic Expansion (Development Update Report), dated February 25, 2011 by Cannon Design.
- (f) Appendix 6 Grandview Aquatic Complex (Project Site Boundaries)

Appendices may be viewed and/or obtained at the File Transfer Protocol (FTP) link noted below. Printing will be the sole responsibility of the Proponent.

Hostname: <ftp://ftp.surrey.ca>
Log on: pur
Password: welcome
Locate folder #: 1220-030-2011-050

To view this FTP site in Windows Explorer, click Page, and then Open FTP Site in Windows Explorer.

C. Design Consulting Team

As of the date of issuance of this RFP the City of Surrey is in the process of hiring a design consulting team.

SCHEDULE B

CONTRACT (DRAFT)



PROJECT MANAGEMENT SERVICES AGREEMENT

Title: PROJECT MANAGEMENT SERVICES FOR GRANDVIEW HEIGHTS
AQUATIC COMPLEX

Reference No.: 1220-030-2011-050

PROJECT MANAGEMENT SERVICES AGREEMENT

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue,
Surrey, BC V3X 3A2

(the “**City**”)

OF THE FIRST PART

AND:

(*Insert Full Legal Name and Address*)

(the “**Consultant**”)

OF THE SECOND PART

WHEREAS the City wishes to engage the Consultant to provide project management Services in connection with

[Project description].

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Consultant agree 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:

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 2 – Project Management Fees and Payments;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 4 – Personnel and Sub-Consultants; and
- (e) Appendix 5 – Additional Services.

2. SERVICES

2.1 Services

The City hereby retains the Consultant to provide the project management 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 project management 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").

[RENEWAL OPTION A:

The City may at any time prior to _____ days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed _____. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.]

[RENEWAL OPTION B:

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-Consultants

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

3.3 Replacement of Personnel or Sub-Consultants

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

3.4 Sub-Consultants and Assignment

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

3.5 Agreements with Sub-Consultants

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-consultants 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 Consultant

The Consultant is an independent consultant. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in 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. FEES

5.1 Fees

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

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

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Consultant will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including 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;

- (4) 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;
- (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 within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City; and
- (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 portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

Name: _____

Address: _____

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-consultants, 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 overhead 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;
- (b) professional errors and omissions insurance in an amount not less than 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 subconsultants 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, 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 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 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 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 Goods and Services. 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 Goods and 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 Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.

12.3 The Consultant agrees that it is the prime consultant for the Services for the purposes of the *Workers Compensation Act*. 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 Consultant, the

Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services.

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 will indemnify and save harmless the Indemnitees 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 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 Compensation 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 for ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.
- 12.7 The Consultant understands and undertakes to comply with all the 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)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

13. BUSINESS LICENSE

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 must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting.

The addresses for delivery will be as follows:

The City:

Attention:

The Consultant:

Attention:

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 or 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 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.

[OPTIONAL – SPECIAL CONDITIONS]

This Agreement is executed by the Consultant this ____ day of _____, 20____.

[CONSULTANT]

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the City of Surrey this _____ day of _____, 20____.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

SCHEDULE B APPENDICES

Appendices 1 through 5 will be inserted here if an Agreement is assembled for execution, including the RFP and the successful Proposal.

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENTS

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – KEY PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES



SCHEDULE C

FORM OF PROPOSAL

- | | | |
|----|----------------|---|
| 1. | Schedule "C" | Form of Proposal; |
| 2. | Schedule "C-1" | Statement of Departures; |
| 3. | Schedule "C-2" | Proponent's Experience, Reputation & Resources; |
| 4. | Schedule "C-3" | Proponent's Technical Proposal (Service) |
| 5. | Schedule "C-4" | Proponent's Technical Proposal (Schedule), and |
| 6. | Schedule "C-5" | Proponent's Financial Proposal. |

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Project Management Services for Grandview Heights Aquatic Complex**

RFP Reference No.: **1220-030-2011-050**

Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: Kam Grewal, CMA,BBA, Internal Audit Manager, Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645-148 Street, Surrey, B.C. Canada V3S 3C7

Telephone: 604-590-7274

Fax: 604-599-0956

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 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.

[NON-WEBSITE OPTION: **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, 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 (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 consultant” 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 consultant”, 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 of _____, 20__.

I/We have the authority to bind the Proponent.

(Name of Proponent)

(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 Consultant qualified coordinator is Name: _____ and Contact Number: _____;
- c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca, see [Consultants Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Proponent's Goods and Services are subject to HST, the Proponent's HST 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 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 attach additional pages, if necessary):

- (i) location of branches, background, stability, structure of the Proponent;
- (ii) demonstration of capability, capacity and experience of the project management firm in providing service to comparable projects;
- (iii) describe the Proponent's organizational structure for the Project and the relationships between all functions in the organization including the proposed interface with the Project team. Identify the professionals who will be directly responsible for signing-off and accepting relevant liabilities for each part of the project. Provide a description of the work to be performed by the Proponent's own resources, and work which will be performed by sub-contracted organizations;
- (iv) confirmation of the individual that will serve as the designated Consultant for the duration of the project assignment. Describe his/her authority to represent all members of the Proponent's team and his/her responsibilities in discharging the obligations of an agreement between the Proponent and the City of Surrey. Provide suitable information in support of the ability of the Consultant to properly manage this project. Confirmation that the designated Consultant holds a current Project Management Professional (PMP) designation from the Project Management Institute (provide copy of Certificate). Confirmation (if available) that the designated Consultant has been granted LEED Accredited Professional status from the Canadian Green Building Council (provide a copy of Certificate; and,
- (v) provide a staffing plan indicating names and qualifications of Key Personnel within each area of required work as identified in the RFP. Provide a detailed resume up to a maximum of three pages for each team member.

SCHEDULE C-2 (Cont'd)

PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponent to provide **three (3)** references of recent successful performance where the requirements were similar to the City's requirements as set out in the RFP. The City reserves the right to request site visits and demonstrations of existing Proponent operations.

The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review.

Reference #1	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of services.	

Reference #2	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of services.	

SCHEDULE C-2 (Cont'd)

PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Reference #3	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of services.	

Sub-Consultants

Proponents should also provide information on the background and experience of sub-Consultants proposed to undertake a portion of the Services (complete the chart below for all sub-Consultants proposed to undertake the Services, if any):

DESCRIPTION OF SERVICES	SUB-CONSULTANTS NAME	YEARS	TELEPHONE NUMBER

SCHEDULE C-3

PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and 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, including budget and schedule control;
- (iii) a narrative that illustrates Proponent's philosophy and approach to quality assurance and quality control; and,
- (iv) describe how the Proponent would undertake the tasks defined in this RFP and satisfy its obligations, duties and responsibilities for the Project.

SCHEDULE C-4

PROPONENT'S TECHNICAL PROPOSAL (SCHEDULE)

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

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

SCHEDULE C-5

PROPONENT'S FINANCIAL PROPOSAL

Proponents shall include in their Schedule of rates:

- Rate per hour (in CDN funds);
- Estimated consultancy hours based on Schedule A – Scope of Project Management Services; and
- All anticipated direct cost reimbursable expenses if your firm proposes reimbursement from the City. Please itemize the types of expenses and cost basis for each.

Project Management Fees and Direct Cost Reimbursable Expenses:

A. STANDARD SERVICES COMPENSATION:			
Team Members	# Hours	Hourly Rate	Total
Subtotal Project Management Fees:			\$
B. DIRECT COST REIMBURSEABLE EXPENSES:			\$
Subtotal Project Management Fees and Direct Cost Reimbursable Expenses:			\$
HST (at 12%):			\$
Total Project Management Fees, Direct Cost Reimbursable Expenses and HST:			
Currency: Canadian (\$):			\$

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:

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.