



**REQUEST FOR APPLICATIONS FOR
STANDING OFFER AGREEMENT**

Title: Independent Commissioning Authority Services

Reference No.: 1220-060-2025-003

FOR PROFESSIONAL SERVICES

(Consultant Services)

Issue Date: March 7, 2025

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

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

1. INTRODUCTION AND PURPOSE

- 1.1 The City of Surrey (the “**City**”) invites detailed Standing Offers from experienced and qualified applicants to submit an application on the form attached as Schedule B – Application for Standing Offer Agreement (the “**Application**”) for the performance of commissioning services as more particularly described in Schedule A – Scope of Services (the “**Services**”). The commissioning service provider is free to suggest changes that improve this process; however, the intent of the Services defined herein shall be considered the preferred acceptable performance of the commissioning service provider.
- 1.2 A person that submits an Application (the “**Applicant**”) should prepare an Application that meets the preferred requirements, and may as it may choose, in addition, also include services or terms that exceed the preferred requirements.
- 1.3 The objective of this RFA-SOA is to establish a Standing Offer agreement with the successful Applicants to provide the Services as needed in support of the City’s capital facility construction projects. The City anticipates awarding up to three (3) Standing Offer arrangements, however the ultimate number will depend on the quality of Applications received, value to the City, and capacity of the Applicant to take on new work.

2. NATURE OF A STANDING OFFER AGREEMENT

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

3. ADDRESS FOR DELIVERY

- 3.1 The Applicant should submit the Application **electronically** in a single pdf file and must be delivered to the City by email at: purchasing@surrey.ca
- 3.2 Confirmation of receipt of email will be issued. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving equipment functions properly so that the City receives the Application.

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

4. DATE

4.1 The City would prefer to receive Applications on or before **March 27, 2025** (the “Date”).

5. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services
E-mail: purchasing@surrey.ca
Reference: **1220-060-2025-003**

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

5.3 Applicants finding discrepancies or omissions in the Standing Offer Agreement or RFA-SOA or having doubts to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFA-SOA, the City Representative will issue an addendum in accordance with Section 6. No oral conversation will affect or modify the terms of the RFA-SOA or may be relied upon by any Applicant.

6. ADDENDA

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

7. MULTIPLE PREFERRED APPLICANTS

- 7.1 The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Applicants to enter into discussion with the City for one or more Standing Offer Agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFA-SOA and the basis of the Applications.
- 7.2 In addition to any other provision of this RFA-SOA, Applicants may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more agreements with one or more Applicants.

8. PRESENTATIONS

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

9. APPLICANT'S QUALIFICATIONS

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

10. NO CITY OBLIGATION

10.1 This RFA-SOA is not a tender, and does not commit the City in any way to select an Applicant, or to proceed to negotiations for, or to award, a Standing Offer Agreement.

11. APPLICANT'S EXPENSES

- 11.1 Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for participating in this competitive procurement process, including for any meetings, due diligence, negotiations or discussions with the City or its representatives and applicants, applicants and advisors, relating to or arising from the RFA-SOA. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations for a Standing Offer Agreement, or other activities relating to or arising out of this RFA-SOA.

12. SIGNATURE

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

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

13. CHANGES TO APPLICANT'S KEY PERSONNEL

13.1 If, despite the Applicant's reasonable commercial efforts, an individual identified as a key personnel in the Applicant's Application is no longer available to be involved with a commissioning authority project, the Applicant should submit a written application to the City for the City's approval (acting reasonably) proposing a replacement key personnel of equivalent qualifications and experience.

14. NO STANDING OFFER

14.1 By submitting an Application and participating in the process as outlined in this RFA-SOA, Applicants expressly agree that no contract of any kind is formed under, or arises from, this RFA-SOA prior to the signing of a formal written agreement.

15. CONFLICT OF INTEREST

15.1 An Applicant must disclose in its Application any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

16. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

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

17. CONFIDENTIALITY

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

18. NO CLAIMS

- 18.1 Each Applicant, by submitting an Application, 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, applicants, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFA-SOA (including, without limitation, in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA; and
 - (b) waives any Claim against the City and its employees, directors, officers, applicants, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including, without limitation, for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Applicant and the City for any reason whatsoever (including, without limitation, in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA).

19. RESERVATION OF RIGHTS

- 19.1 Notwithstanding any other provision in this RFA-SOA, the City reserves the right, in its sole discretion to:
- (a) enter into negotiations with any or all Applicants for the purpose of agreeing upon acceptable Services without any obligation to negotiate with any other Applicant;

- (b) reject any or all Applications if the Services proposed by the Applicants are deemed unacceptable or if any officer or director of an Applicant is or has been in legal action, mediation or arbitration with the City and/or its elected officials and/or employees;
- (c) waive informalities, irregularities or other deficiencies in any Application and accept all or any part of an Application;
- (d) give preference to an Applicant in which the Services or work methods are considered by the City to be environmentally superior, as well as cost effective, relative to the Services or work methods offered in other Applications;
- (e) give preference to an Applicant who provides sufficient information that demonstrates their experience, reputation, qualifications and competencies, capacity and availability of resources that meet or exceed the requirements as outlined; and
- (f) accept an Application that does not provide the lowest cost to the City.

[END OF PAGE]

ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES
INDEPENDENT COMMISSIONING AUTHORITY SERVICES

This Agreement is made as of _____, 2025 (the “**Effective Date**”).

Reference No.: 1220-060-2025-003

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Consultant)

(the “**Consultant**”)

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

INDEPENDENT COMMISSIONING AUTHORITY

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:

DEFINITIONS

1. In this Agreement the following definitions apply:
 - (a) “**Agreement**” has the meaning set out in Section 3;
 - (b) “**City**” means the City of Surrey;
 - (c) “**Consultant**” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
 - (d) “**Consultant Representative**” has the meaning set out in Section 74(a);
 - (e) “**City Representative**” has the meaning set out in Section 74(b);
 - (f) “**Disbursements**” has the meaning set out in Section 16;
 - (g) “**Dispute**” has the meaning set out in Section 61;

- (h) **“Effective Date”** has the meaning set out at the beginning of this Agreement;
- (i) **“Fees”** means the price quoted by the Consultant and accepted by the City for the provision of the Services, unless otherwise agreed to by the parties in writing and includes all taxes, except GST;
- (j) **“Indemnitees”** has the meaning described in Section 36;
- (k) **“Invoice”** has the meaning set out in Section 17(a);
- (l) **“Order”** means a written order form executed by the City for the purchase of the Services;
- (m) **“Request”** means the form issued by the City to shortlisted Consultants from time to time requesting a proposal for the Services;
- (n) **“Services”** means a portion of the services as described generally in Schedule A, that the City requests that the Consultant provide, including anything and everything required to be done for the fulfilment and completion of the Services in accordance with this Agreement; and
- (o) **“Term”** has the meaning described in Section 12.

INTERPRETATION

2. This Agreement will be interpreted according to the following, except to the extent that the context or the express provisions of this Agreement otherwise require:
 - (a) "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" will respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City's Representative;
 - (b) the headings and subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof;
 - (c) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

- (d) any reference to a statute or bylaw will include and will be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute, bylaw or regulation that may be passed which has the effect of supplementing or superseding the same;
 - (e) words and abbreviations which have well-known technical or trade meanings are used in this Agreement in accordance with such recognized meanings; and
 - (f) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.
3. This Agreement consists of all of the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) Order;
 - (b) this Standing Offer Agreement;
 - (c) Schedule B – Application Extracts;
 - (d) Schedule A – Scope of Services;
 - (e) the Application;
 - (f) the Request; and
 - (g) other terms, if any, that are agreed to by the parties in writing.

STANDING OFFER

4. This Agreement is a standing offer agreement. The City will order the Services solely on an “as and when required” basis at any time and from time to time during the Term by issuing a Request to the Consultant. The Consultant agrees to provide the Services order in each Order, on the terms and conditions of this Agreement.
5. Nothing herein contained guarantees the City will Request or Order any quantity of Services. The aggregate quantity of Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to the Consultant if the Services are not ordered. The Consultant acknowledges and agrees this Agreement does not guarantee the City will purchase any Services from the Consultant. All Requests, including the timing of the Request and the quantity of Services required are at the sole and absolute discretion of the City and may be subject to approval by other parties and subject to applicable budget approvals.

SERVICES

6. The Consultant covenants and agrees that it will, if ordered by the City, perform the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order, Schedule A, of the Request and as described in the Application.

7. The City may from time to time, by written notice to the Consultant make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Schedule B – Application Extracts.
8. All work outside the scope of Services, included in the terms of reference, shall be pre-approved in writing before undertaking the work. All invoicing for extra work shall separately identify the work item and all hourly charges and disbursements. All extra work shall be undertaken at the hourly rates included in this Agreement.
9. The Consultant will, if required in writing by the City, provide additional services as may be listed in the scope of Services. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Consultant will not provide any additional services in excess of the Services ordered in writing by the City.
10. The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant's experience and expertise. Should any Services or materials be required for the proper performance of the Agreement which are not expressly or completely described in this Agreement and are reasonably associated with or necessary for the proper and timely performance and provision of the Services, then such Services or materials will be deemed to be implied and required by the Agreement and the Consultant will furnish them as if they were specifically described in this Agreement as part of the Services. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to perform the Services.
11. The Consultant shall perform the Services in accordance with any agreed schedule to meet the requirements of the Services. Unless expressly specified elsewhere in the Standing Offer Agreement, the Consultant shall provide and pay for everything necessary for the proper performance of the Services in accordance with the Order including, without limitation, all labour, supervision, tools, machinery and equipment, materials, water, heat, light, power, transportation and other facilities and services and, on request, shall provide details about its plans and method of performing the Services. If the City Representative considers the rate of progress of the Services to be insufficient to complete the Services by the agreed upon times or dates, the Consultant should expedite the Services.

TERM

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

as amended in writing by the parties. Services in process prior to the expiration of the Agreement shall be completed and as construed by the City to be within the Agreement.

TIME

14. Time is of the essence

FEES AND PAYMENT

15. The City will pay to the Consultant the amounts due under this Agreement calculated as follows:

- (a) for Services performed on a lump sum pricing – the lump sum prices listed in Schedule B – Application Extracts; and

- (b) for other Services – the applicable costs and rates as set out in Schedule B – Application Extracts;

subject to any adjustments, as agreed to by the City in accordance with this Agreement.

16. In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses (“**Disbursements**”) as identified in Schedule B – Application Extracts 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 overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

17. Subject to any contrary provisions set out in this Agreement:

- (a) the Consultant will submit invoice (the “**Invoice**”) to the City requesting payment of the portion of the Consultant’s Fees, and GST relating to the Services provided.

- (b) each Invoice will identify the hours and the name of all persons that performed the Services claimed in the Invoice;

- (c) each Invoice will be sent electronically to: Please send invoices by email to: hiredequipment@surrey.ca (or such other email address as may be provided by the City from time to time) and include the following information:

- (1) an invoice number;
- (2) the Consultant’s name, address and telephone number;
- (3) the City’s reference number for the Services; **P.O. #** _____
- (4) the names, charge-out rates and number of hours worked of all employees of the Consultant and any subconsultants that have performed services;
- (5) the percentage of Services completed;

- (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (d) the Consultant will on request from the City provide copies of receipts and invoices for all Disbursements claimed;
- (e) if the City reasonably determines that any portion of an Invoice is not payable, then the City will so advise the Consultant;
- (f) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City, if applicable;
- (g) 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; and
- (h) all Invoices shall be stated in, and all payments made in, Canadian dollars.
18. 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.
19. 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.

CONSUMER PRICE INDEX ADJUSTMENT

20. Consumer Price Index adjustment shall not be allowed until the end of 2027, thereafter the prices shall be subject to increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI") or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of each Calendar Year. The parties agree to execute an annual amendment to this Agreement which reflects the CPI increase and any changes to estimated quantities as set out in Schedule B.

PERSONNEL AND SUB-CONSULTANTS

21. The Consultant will perform the Services in a competent, diligent and efficient manner to the full satisfaction of the City. The Consultant warrants and represents the Consultant, and any persons performing any part of the Services, have the skills, qualifications, expertise and experience necessary to perform the Services in a competent and professional manner and will provide the Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional consultant providing similar goods or services. The Consultant will be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Consultant.
22. The Consultant will perform the Services using the personnel and sub-consultants as may be listed in this Agreement and identified by the Consultant, and the Consultant will not remove any such listed personnel or sub-consultants from the Services without the prior written approval of the City.
23. 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.
24. Except as provided for in Section 22, 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.
25. If, over the term of the Agreement, it becomes necessary for the Consultant to assign different personnel to perform the Services, a request in writing stating the reasons for the change(s), the name(s), position to be held for the Agreement, experience, and independent references which can verify the proposed personnel's experience, shall be provided. The City reserves the right to similarly test any proposed Consultant personnel and accept or reject the personnel based on test results.
26. If substitution of personnel is justified and agreed on with the City the new assigned member shall be of equivalent experience level and/or have higher credential and expertise than the originally assigned member at no additional cost to the City.

LIMITED AUTHORITY

27. The Consultant is not and this Agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services.
28. The Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not

control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in the Order. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-consultants.

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

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

Refer to Appendix 1 – Confidentiality and Non-Disclosure Agreement for additional information.

The Confidentiality and Non-Disclosure Agreement, attached as Appendix 1 to this Agreement, forms a part of and is incorporated in this Agreement.

31. 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.

Refer to Appendix 2 – Privacy Protection Schedule for additional information.

The Privacy Protection Schedule, attached as Appendix 2 to this Agreement, forms a part of and is incorporated into this Agreement.

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

CITY RESPONSIBILITIES

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

INSURANCE AND DAMAGES

36. 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.
37. The indemnity described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
38. The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
 - (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued

to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services; and
 - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant used in the performance of the Services, in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
39. 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.
40. 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.
41. The Consultant shall place and maintain, or cause any of its sub-consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
42. The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

DEFAULT AND TERMINATION

43. The City may at any time and for any reason by written notice to the Consultant terminate this Agreement before the completion of all Services, such notice to be determined by the City at its sole discretion and in the best interest of the City. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to complete the Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits, or loss of opportunity relating to the portion of the Services not performed or other profit opportunities.
44. 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.
45. If the City terminates this Agreement as provided by this Section, then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Consultant under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this Agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

CURING DEFAULTS

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

APPLICABLE LAWS, POLICIES, CODES AND BY-LAWS

47. 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.
48. The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.
49. The Consultant will provide Services in full compliance with all applicable laws, building codes and regulations.
50. The Consultant will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

USE OF WORK PRODUCT

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

WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

54. 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.
55. 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.
56. The Consultant agrees that it is the prime contractor for the performance of the Consultant's Services only 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.
57. 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.
58. 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.

59. The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

BUSINESS LICENSE

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

DISPUTE RESOLUTION

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

(a) Negotiation

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

(b) Mediation

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

(c) Litigation

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

JURISDICTION OF COUNCIL AND NON-APPROPRIATION

62. 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.
63. The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

ENTIRE AGREEMENT

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

AMENDMENT

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

CONSULTANT TERMS REJECTED

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

SURVIVAL OF OBLIGATIONS

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

CUMULATIVE REMEDIES

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

NOTICES

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

(a) The City:

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

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

Email: <□□insert>

(b) The Consultant:

<□□insert name and address>

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

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

UNENFORCEABILITY

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

HEADINGS

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

SINGULAR, PLURAL AND GENDER

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

WAIVER

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

REPRESENTATIVES

74. The parties will appoint a representative to represent them as follows:
- (a) the Consultant shall appoint a representative ("**Consultant Representative**") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Consultant's Representative,
 - (b) the City shall appoint a representative ("**City Representative**") who shall have the duty of instituting and maintaining liaison with the Consultant's Representative as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the City Representative; and
 - (c) each party's representative shall have the full power and authority to act on behalf of and to bind such party in all matters relating to this Agreement and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Consultant's Representative and the City Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

FORCE MAJEURE

75. Each party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay

(except that a party is not required by this section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder).

76. For the purposes of this Agreement, “Force Majeure Event” will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the nonperforming party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

COUNTERPARTS

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

ENUREMENT

78. 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 have executed this Agreement.

CITY OF SURREY

by its authorized signatory:

[NAME]

[Job Title]

<<NAME OF CONSULTANT>>

by its authorized signatory:

[NAME]

[Job Title]

SCHEDULE A – SCOPE OF SERVICES

INDEPENDENT COMMISSIONING AUTHORITY SERVICES

1. GENERAL

- 1.1 The City of Surrey's Capital Programs department intends to engage an independent commissioning authority (CxA) to oversee the planning and implementation of various infrastructure initiatives, such as recreation centres, aquatic facilities, libraries, community centres, fire halls, and other operation facilities. Capital projects may include, new builds, major expansion and major renovations and upgrades. As the City has limited in-house project management resources, the City is seeking an independent CxA to support the City's capital construction projects management team in the successful planning and delivery of current and future capital project programs as directed by Council it is anticipated for the next 3-5 years on an "as and when needed" basis under a standing offer arrangement.
- 1.2 The Consultant's personnel should operate from its own office(s), in the Lower Mainland and shall be available to meet on a short notice. It is expected that the Consultant's assigned personnel for providing the Services are locally stationed, operating from its own offices. The Consultant's assigned team or individuals shall have experience with planning, delivering and commissioning of capital projects from inception to completion, preferably in the public sector. Consultant's assigned team or individuals are expected to be familiar with various project delivery methodologies and contract agreement models, construction law, building code and best industry practices and standards particularly in safety, accessibility, environmental, sustainability and energy.
- 1.3 This Services should empower the City's capital projects management team to harness the capacity, capabilities of project commissioning modelling, predictive analytics, energy and operation optimization, cost and value engineering reviews and strategic advantages in our capital projects decision making processes.
- 1.4 The Consultant will work closely with the project team including architects, consultants, third party, design-builder/general contractor, trades and the City to deliver facilities that fully meet operations requirements and needs, is energy efficient, provide safe and pleasant public spaces and be sustainable while fitting well into the neighbourhood.
- 1.5 It is anticipated that the independent commissioning authority services will include advice on steps required to implement the scope of Services, including working with the design and construction market to achieve innovative and cost efficient approaches.
- 1.6 Applications may be reviewed on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more agreements with one or more Applicants. The City will retain absolute discretion over the number of Applicants or the number of Standing Offer Agreements to enter into, if any.

1.7 The Consultant will report directly to the City's assigned project manager.

2. COMMISSIONING SERVICE MAIN GOALS AND OBJECTIVES

2.1 The independent commissioning authority service is crucial for ensuring that building systems function efficiently and meet project requirements.

2.2 The Consultant will provide an unbiased review of building systems, ensuring efficiency, compliance, and long-term reliability. The independent commissioning authority involvement is essential for delivering a high-performing, cost-effective, and sustainable building.

A. Ensures Performance and Quality:

- (i) The Consultant verifies that all building systems—such as HVAC, electrical, plumbing, and fire protection—are properly installed, tested, and functioning as designed; and
- (ii) This minimizes system failures, inefficiencies, and costly rework.

B. Reduces Operational Costs:

- (i) A well-commissioned building consumes less energy and operates more efficiently; and
- (ii) The Consultant helps optimize energy performance, reducing long-term utility and maintenance costs.

C. Enhances Occupant Comfort and Safety:

- (i) Ensures indoor air quality, thermal comfort, and lighting levels meet design standards; and
- (ii) Verifies that life safety systems, such as fire alarms and sprinklers, function properly.

D. Improves Compliance with Codes and Certifications:

- (i) Ensures compliance with building codes, energy standards certification (LEED, Passive House, Net Zero Carbon), ASHRAE standards, and other regulations; and
- (ii) Helps in achieving sustainability goals and incentives.

E. Minimizes Risks and Delays:

- (i) Identifies issues early, preventing costly delays and disputes during construction and occupancy; and
- (ii) Reduces the risk of consultant errors or overlooked system failures.

F. Supports Owner’s Project Requirements (OPR):

- (i) Aligns building performance with the City’s expectations; and
- (ii) Provides a clear verification process to ensure systems meet the intended purpose.

G. Enhances Training and Documentation:

- (i) Ensures that facility management teams receive proper training on system operations; and
- (ii) Provides detailed documentation for ongoing maintenance and troubleshooting.

3. SCOPE OF SERVICES

3.1 General

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

3.2 Services

The **Independent Commissioning Authority (CxA)** will act as an objective third party, ensuring that all building systems function efficiently, meet design intent, and comply with project requirements with the intent to improve project quality, enhance energy efficiency, and ensure long-term reliability of the facility being planned.

The commissioning services and responsibilities shall be comprehensive throughout the various phases of the construction project as follows:

A. Pre-Design Phase:

- (i) Understand City’s Project Requirements: Work with stakeholders to define project goals, performance expectations, and sustainability objectives.
- (ii) Develop The Commissioning Plan: Establish a commissioning process roadmap, outlining roles, responsibilities, and deliverables.

- (iii) Advise On Design Criteria: Provide input on system design strategies to enhance efficiency, maintainability, and compliance.
- (iv) Support During Tender Process: Provide input on construction documentation, respond to inquiries, assist in the evaluation of bids and award of contracts.

B. Design Phase:

- (i) Review Design Documents: Verify that drawings and specifications align with the OPR and commissioning requirements.
- (ii) Identify Potential Issues: Ensure system integration, energy efficiency, and maintainability are considered.
- (iii) Develop Commissioning Specifications: Define testing procedures, documentation standards, and acceptance criteria.

C. Construction Phase:

- (i) Conduct Site Inspections: Verify proper installation of commissioned systems and adherence to design documents;
- (ii) Monitor System Testing & Start-up: Ensure equipment is tested correctly and manufacturers' recommendations are followed;
- (iii) Coordinate Functional Performance Testing: Oversee tests to confirm system operation under various conditions;
- (iv) Track and Document Issues: Identify and document deficiencies, ensuring they are corrected before project handover;
- (v) Coordinate and chair commissioning meetings and attend project coordination meetings as required; and
- (vi) Review and approve submittals that are applicable to systems being commissioned, concurrent with the project's team reviews.

D. Acceptance & Turnover Phase:

- (i) Verify System Performance: Confirm that all building systems meet operational and energy performance requirements;
- (ii) Facilitate Owner Training: Ensure facility staff receive proper training on system operations and maintenance;
- (iii) Provide Final Commissioning Report: Document all testing results, issue logs, and recommendations for future maintenance; and
- (iv) Assist with Occupancy Transition: Support building turnover and address any remaining performance concerns.

E. Post-Occupancy & Warranty Phase:

- (i) Conduct Seasonal Testing: Ensure systems perform optimally under different seasonal conditions;
- (ii) Follow-up on Operational Issues: Assist the owner in troubleshooting and resolving any deficiencies; and

- (iii) Review Facility Performance Data: Analyze building performance metrics to ensure continued efficiency.

3.3 Systems to be Commissioned

Systems to be commissioned include, but are not limited to:

- (a) Site Development;
- (b) Building Envelop;
- (c) Fire Protection;
- (d) Plumbing;
- (e) HVAC;
- (f) Building Automation;
- (g) Electrical;
- (h) Communication;
- (i) Security and Safety; and
- (j) Other Systems (refrigeration, system distribution, transformers, substations...etc).

4. EQUIPMENT AND ACCESS

- 4.1 Consultant should have their own computer equipment and have access to their own standard office automation tools (i.e., e-mail, MS Word, MS Excel, MS Power Point, MS Project, etc.) to perform the Services. It is expected that the consultant's assigned personnel for providing the Services are locally stationed, operating from its own offices.

5. PREFERRED CAPABILITIES

- 5.1 The Consultant should possess a combination of technical expertise, industry certifications, hands-on experience and project management skills to ensure providing high-quality commissioning services and delivery of reliable, efficient, and high-performing buildings.
- 5.2 Preferred qualifications for key personnel proposed to undertake the Services are as follows:

A. Educational Background:

(i) Degree in a Relevant Field:

- Mechanical, Electrical, or Civil Engineering; and
- Building Science, Architecture, or Construction Management.

B. Professional Certifications:

- (i) Certified Commissioning Professional (CCP)
- (ii) Building Commissioning Professional Certification (BCxP)
- (iii) Certified Building Commissioning Professional (CBCP)
- (iv) Certified Energy Manager (CEM)
- (v) LEED or Passive House Certification
- (vi) ASHRAE Commissioning Process Management Professional (CPMP)

C. Technical Knowledge & Expertise:

(i) Building Systems & Equipment:

- HVAC (Heating, Ventilation, and Air Conditioning)
- Electrical and lighting systems
- Plumbing, fire protection, and life safety systems
- Renewable energy and sustainable building technologies

(ii) Building Codes & Standards:

- ASHRAE Standards (e.g., ASHRAE 90.1 for energy efficiency, ASHRAE 62.1 for ventilation)
- NFPA (National Fire Protection Association) codes
- Local building and energy codes

(iii) Testing & Commissioning Procedures:

- Functional performance testing
- Equipment start-up and verification processes
- Troubleshooting and diagnostics

(iv) Energy Efficiency & Sustainability:

- LEED, BREEAM, or other green building rating systems
- Energy modeling and analysis

D. Project Management & Communication Skills:

(i) Project Coordination:

- Ability to collaborate with owners, designers, consultants, and facility managers
- Managing commissioning timelines and deliverables

(ii) Technical Report Writing:

- Documentation of commissioning plans, test reports, issue logs, and final reports

(iii) Problem Solving & Attention to Detail:

- Identify system inefficiencies, errors or installation defects

(iv) Training & Knowledge Transfer:

- Educating facility staff on system operation and maintenance.

E. Field Experience:

(i) Hands-on commissioning work:

- Experience in reviewing designs, conducting site inspections, testing equipment, and troubleshooting system issues; and

(ii) Construction Site Understanding:

- Familiarity with safety procedures, consultant coordination, and on-site challenges.

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

- 6.1 There is no guaranteed volume of Services committed to within the agreement rather demands are based on the extent of engagement occurring across the City through projects and key initiatives. Over the agreement Term, the City could transition some or all Services in-house or transition toward a shared service delivery model with consultant services used secondarily as needed to City staff providing in-house client services

6.2 The City will initiate written Orders prior to each project. The City does not guarantee the assignment of any work or quantity of Services. Quantities of Services will be determined based on the City's business requirements. The Consultant is to provide the Services at the hourly rate as described herein only for the hours that the City requests the Services and the Consultant provides the Services.

APPENDIX 1 - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

WHEREAS:

- A. The Consultant and the City acknowledge that the process of the Consultant having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Consultant. In this Confidentiality and Non-disclosure Agreement ("Confidentiality Agreement") confidential information (the "Confidential Information") means any information regarding potential City land sites, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B. The Consultant, upon executing this Confidentiality Agreement, has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Consultant shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Consultant acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, except as contemplated herein, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Consultant hereby consents to the granting of such equitable and injunctive relief.
2. The Consultant shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Consultant may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Consultant's directors, officers, employees, and sub-consultant who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Consultant divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-consultant, the Consultant shall inform each of the said directors, officers, employees, and sub-consultants of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Consultant set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-consultants to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Consultant agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Consultant shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those

persons authorized hereunder to have any such information, which measures shall include a reasonable degree of care, and not less than that which the Consultant utilizes to protect its own confidential information of a similar nature.

5. The Consultant shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Consultant shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Consultant may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Consultant, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request. Notwithstanding the foregoing, the Consultant may retain one (1) copy of all Confidential Information in the files of its general counsel for the sole purpose of ascertaining its rights and obligations in the event of a dispute hereunder, provided, however, that such retained Confidential Information shall be held in accordance with the confidentiality requirements of this Confidentiality Agreement.
7. The Confidential Information received by the Consultant and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Consultant forthwith upon demand by the City, with the exception of one (1) copy, consistent with Section 6 herein.
8. The Consultant acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Consultant further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Consultant in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Consultant shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Consultant, the Consultant shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Consultant acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Consultant under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Consultant the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.

11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Consultant hereby acknowledges that the obligations imposed on the Consultant hereunder shall survive the termination of the Consultant's dealings or engagement with the City.
12. The Consultant represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Consultant and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

[END OF PAGE]

APPENDIX 2 - PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule:

- (a) **“access”** means disclosure by the provision of access;
- (b) **“Act”** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;
- (c) **“Agreement”** means the agreement between the City and the Consultant to which this Schedule is attached;
- (d) **“business day”** means any day that is not a Saturday, Sunday or statutory holiday;
- (e) **“City”** means the City of Surrey;
- (f) **“contact information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (g) **“Consultant”** means the person retained to perform the services under the Agreement;
- (h) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the City and the Consultant dealing with the same subject matter as the Agreement;
- (i) **“privacy course”** means the City’s online privacy and information sharing training course or another course approved by the City; and
- (j) **“third party request for disclosure”** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (k) **“service provider”** means a person retained under a contract to perform services for a public body; and
- (l) **“Third Party Hosting Provider”** means a third party that provides a platform or hosting service through which the Consultant delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subconsultant.

Purpose

2. The purpose of this Schedule is to:

- (a) enable the City to comply with the City's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Consultant is aware of and complies with the Consultant's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Consultant acknowledges and agrees that:
- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Consultant in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Consultant is and remains under the control of the City; and
 - (c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Consultant may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Consultant may only collect or create personal information that relates directly to and is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about unless:
- (a) the City provides personal information to the Consultant;
 - (b) the Agreement otherwise specifies; or
 - (c) the City otherwise directs in writing.
6. Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Consultant collects personal information directly from the individual the information is about, the Consultant must tell that individual:
- (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the City to answer questions about the Consultant's collection of personal information.

Privacy Training

7. The Consultant must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Consultant's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Consultant or the City to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Consultant receives a request for access to personal information from a person other than the City, the Consultant must promptly advise the person to make the request to the City unless the Agreement expressly requires the Consultant to provide such access. If the City has advised the Consultant of the name or title and contact information of an official of the City to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 business days of receiving a written direction from the City to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the City must advise the Consultant of the date the correction request was received by the City in order that the Consultant may comply with section 13.
13. Within 5 business days of correcting or annotating any personal information under section 11, the Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Consultant disclosed the information being corrected or annotated.
14. If the Consultant receives a request for correction of personal information from a person other than the City, the Consultant must promptly advise the person to make the request to the City and, if the City has advised the Consultant of the name or title and contact information of an official of the City to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Consultant must protect personal information by making reasonable security arrangements against such risks as

unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Consultant will ensure that all personal information is securely segregated from any information under the control of the Consultant or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Consultant or third parties.

Storage of and Access to Personal Information

16. The Consultant must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.
17. The Consultant must not change the location where personal information is stored without receiving prior authorization of the City in writing.
18. Without limiting any other provision of the Agreement, the Consultant will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Consultant will provide a copy of the access log to the City upon request.
19. The Consultant will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.

Retention of Personal Information

20. Unless the Agreement otherwise specifies, the Consultant must retain personal information until directed by the City in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

21. Unless the City otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Consultant must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

22. Where the Consultant has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Consultant will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

- (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

23. Unless the City otherwise directs in writing, the Consultant may only disclose personal information to any person other than the City if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

24. If in relation to personal information, the Consultant:

- (a) receives a third party request for disclosure;
- (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a third party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third party request for disclosure,

subject to section 25, the Consultant must immediately notify the City.

25. If the Consultant receives a third-party request described in section 24(a) or (b) but is unable to notify the City as required by section 24, the Consultant must instead:

- (a) use its best efforts to direct the party making the third party request for disclosure to the City;
- (b) provide the City with reasonable assistance to contest the third party request for disclosure; and
- (c) take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:
 - (i) the control of personal information by the City as a public body under the Act;
 - (ii) the application of the Act to the Consultant as a service provider to the City;
 - (iii) the conflict between the Act and the third party request for disclosure; and
 - (iv) the potential for the Consultant to be liable for an offence under the Act as a result of complying with the third party request for disclosure.

Notice of Unauthorized Disclosure

26. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information, the Consultant must immediately notify the City.

27. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Inspection of Personal Information

28. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and Directions

29. The Consultant must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Consultant as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the City under this Schedule.
30. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
31. The Consultant will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Consultant's compliance with this Schedule.

Notice of Non-Compliance

32. If for any reason the Consultant does not comply or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Consultant must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

33. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to "Consultant" in this Schedule includes any subconsultant or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such subconsultants and agents comply with the requirements of the Act applicable to them.
36. This Schedule will supersede and replace any Privacy Protection Schedule attached to

any previous agreement between the City and the Consultant dealing with the same subject matter as the Agreement.

37. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.
38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
39. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
40. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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

Request For Applications For Standing Offer Agreement Title: Independent Commissioning Authority Services

Request For Standing Offer No.: 1220-060-2025-003

APPLICANT

Legal Name of Applicant: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

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

- (e) an Order (if any); and
- (f) other terms, if any, that are agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.

4. APPLICANT'S EXPERIENCE, REPUTATION AND RESOURCES

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

- (a) Location of primary business, branch locations, background, stability, structure of the Applicant and number of years business has been operational;
- (b) Applicant's relevant experience and qualifications in delivering services similar to those required by this RFA-SOA;
- (c) Applicant's demonstrated ability to provide the Services;
- (d) Applicant's equipment resources, capability and capacity, as relevant;
- (e) Applicant's references (name and telephone number). Due to the nature of the proposed scope of Services, the Applicant's experience should include examples of successful projects which required similar types of services as described in Schedule A – Scope of Services, producing superior quality within time and pricing constraints. The City's preference is to have a minimum of three references;
- (f) Key Personnel. It is the City's desire for the person(s) designated as the CxA to satisfy as many of the preferred capabilities as set out in Schedule A – Scope of Services as possible. Provide resumes of key personnel. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, energy management, sustainable design, etc.).

For example:

- (i) Senior Project Lead;
- (ii) Commissioning Project Manager;
- (iii) Functional Testing Manager;
- (iv) Building Envelope Cx Specialist;
- (v) Mechanical Cx Specialist;
- (vi) Electrical & Low Voltage Cx Specialist;
- (vii) Controls & Integration Cx Specialist; and
- (viii) Project Administration/Coordinator.

5. APPLICANT'S TECHNICAL RESPONSE (SERVICES)

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

- (a) a narrative that illustrates an understanding of the City's objectives, requirements and intent of the Services;
- (b) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (c) describe your approach and methodology for project documentation control e.g., filing, tracking, project close out and submissions to the City;
- (d) describe your processes and procedures for maintaining confidentiality and security of information;
- (e) describe general capability and capacity to undertake the Services and your ability to meet the requirements of Schedule A of the RFA-SOA;
- (f) briefly describe the collaborative process/method that would be used by the key personnel of the assigned commissioning services team in the various phases of a project;
- (g) should include information on individual staff and Applicant's experience with progressive design-build methodology with public sector projects; and
- (h) should include information on individual staff and firm experience with construction management at Risk and other methodologies with public sector projects.

6. APPLICANT'S FINANCIAL PROPOSAL

6.1 Indicate the Applicants proposed fee structure (excluding GST):

- (a) Fee schedule of hourly rates should be as detailed as possible and tied to the descriptions of Schedule A – Scope of Services. The hourly rates should include all costs, direct and indirect costs associated with the performance of the Services:
 - (i) Senior Project Lead;
 - (ii) Commissioning Project Manager;
 - (iii) Functional Testing Manager;
 - (iv) Building Envelope Cx Specialist;
 - (v) Mechanical Cx Specialist;
 - (vi) Electrical & Low Voltage Cx Specialist;
 - (vii) Controls & Integration Cx Specialist; and
 - (viii) Project Administration/Coordinator.

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

7. PAYMENT TERMS

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

8. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Attachment 1. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)
----------------	---

9. The City requires that the successful Applicant have the following in place **before performing the Services**:

(a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;

(b) Prime Applicant qualified coordinator is Name: _____
and Contact Number: _____;

(c) Insurance coverage for the amounts required in the Standing Offer Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca search [Applicants Certificate of Insurance](#)

(d) City of Surrey or Intermunicipal Business License Number:

(e) If the Applicant's Services are subject to GST, the Applicant's GST Number is _____;

(f) If the Applicant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada Incorporation Number _____.

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

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

- 10. The Applicant acknowledges that the departures it has requested in Sections 8 and 9 of this Application will not form part of an Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.
- 11. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this _____ day of _____, 2025.

APPLICANT

I/We have the authority to bind the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)