



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: Design, Building, Financing and Operation of a Covered Practice Facility at Cloverdale Athletic Park

Reference No.: 1220-050-2023-005

(General Services)
Issue Date: July 10th, 2023

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1 INTRODUCTION

1.1 Purpose

The purpose of this request for expressions of interest and statements of qualifications (the “RFEOI/SOQ”) is to:

- (a) invite submissions (the “Submission”) from respondents (each a “Respondent”) indicating their interest in, and qualifications for, the proposed Cloverdale Athletic Park Covered Practice Facility as generally described in Schedule A – Scope of Services; and
- (b) Select a Respondent or Respondent(s) who may be invited to respond to a Request for Proposal which will eventually lead to the Design and construction of a project(s) or to the Development of a Partnering Agreement with the City, which will document the commitments of each of the parties for the design and building or design, building, financing, and operation/maintenance of the Services.

All interested parties should respond to this RFEOI/SOQ as the City does not guarantee that a RFP will be issued following this RFEOI/SOQ and may elect to directly negotiate with one or more Respondents, or the City may at any time and at its sole discretion decide to cancel this process for any reason in its entirety.

1.2 Background

The Parks, Recreation and Culture Strategic Plan (2018 - 2027) recommends that the Department “work with community partners to advance opportunities for new indoor facilities”. In response to an unsolicited inquiry from a local soccer club to construct and operate a covered soccer field on public property, the Parks, Recreation and Culture Department is initiating a RFEOI/SOQ process.

1.3 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) “**BC Bid Website**” means www.bcbid.gov.bc.ca;
- (b) “**City**” means the City of Surrey;
- (c) “**City Representative**” has the meaning set out in Section 2.3;
- (d) “**City Website**” means www.surrey.ca;
- (e) “**Date**” has the meaning set out in Section 2.2;

- (f) **“Evaluation Team”** means the team appointed by the City;
- (g) **“Lease Agreement”** means the legal document that outlines the terms and conditions associated with the lease of the subject City lands to successful proponent for a nominal rate. The Lease Agreement will govern the terms and conditions associated with the use of the city land upon which the Facility is built and will also ensure that the Facility is operated in a manner that is acceptable to the City. It contains clauses which ensure that the Facility is constructed as indicted in the plans and drawings and complies with the permit requirements.
- (h) **“Partnering Agreement”** means the legal document, required by the Community Charter, which describes the assistance that the City will provide to the successful proponent in return for the provision of goods and services by that successful proponent;
- (i) **“Preferred Respondent(s)”** means the Respondent(s) selected by the Evaluation Team;
- (j) **“Respondents”** (individually the “Respondent”) means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City;
- (k) **“RFEOI/SOQ”** means this Request for Expressions of Interest and Statements of Qualifications;
- (l) **“Services”** has the meaning set out in Schedule A; and
- (m) **“Submission”** means a submission submitted in response to this RFEOI/SOQ.

2 INSTRUCTIONS TO RESPONDENTS

2.1 Address for Submission Delivery

The Respondent should submit the Submission **electronically** in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City’s receiving equipment functions properly so that the City receives the Submission.

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

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFEOI/SOQ (the **“Information Meeting”**). While attendance is at the discretion of Respondents, Respondents who do not attend will be deemed to have

attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a meeting has not been scheduled.

2.3 Date

The City would prefer to receive Submissions on or before August 8th, 2023 (the “**Date**”).

2.4 Inquiries

All inquiries related to this RFEOI/SOQ 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

Email: purchasing@surrey.ca

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

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 2.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

2.5 Addenda

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

2.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

3 SUBMISSION FORM AND CONTENTS

The following information should be included in Submissions. Please review this section thoroughly.

3.1 Letter of Introduction

The Letter of Introduction should introduce the Respondent's firm (and Team Members, as necessary) and highlight the Respondent's experience in designing, financing, building and operating a covered practice facility that could support practice and training opportunities for sports such as soccer, lacrosse, football or softball.

3.2 Executive Summary

The executive summary should provide:

- a narrative that illustrates an understanding of the City's requirements and a capacity to successfully undertake the complexities of the project as listed in Schedule A – Scope of Services;
- a description of the general approach and methodology that the Respondent would take in performing the Services; and
- a narrative that illustrates how the Respondent will complete the scope of Services, manage the Services, and accomplish the required objectives.

3.3 Project Team Profile

A full profile of the Respondent's proposed project team that includes:

- Profiles of all firms or individuals participating;
- Résumés of key individuals involved in the design and construction of the project including, for example:
 - project manager,
 - architects,
 - landscape architects,
 - registered planners,
 - engineers,
 - arborists,
 - all specialty consultants such as environmental consultants,

- other major participants as they may apply;
- Résumés of key individuals who will be involved in the ongoing operation of the Covered Practice Facility, including:
 - Field allocation and customer service personnel
 - Field and facility maintenance personnel
 - Exterior maintenance personnel
- Resumes shall document experience and references demonstrating evidence of familiarity with the City's regulatory processes.

3.4 Portfolio of Comparable Projects

A portfolio of comparable project(s) from the Respondent's project team is required. For each project listed should include:

- an overview of the project team;
- photographs;
- project data: densities, unit size and phasing;
- leasing information, if applicable;
- partnership arrangements;
- gross value of project;
- briefly describe the public consultation process if any undertaken;
- build-out timing;
- marketing strategy and related sales statistics; and
- a description of the project's success in relation to its original objectives.

3.5 Development Philosophy

Respondent should outline:

- (a) the development philosophy of the team for the Project and how the Respondent's team would proceed in developing such projects with key City and Community stakeholders; and
- (b) the strategy for working with stakeholders such as local governments, community groups, and discuss the ability to identify and establish key partnerships and long-term business relationships with key stakeholders.

3.6 Facility Vision

Respondents should provide in a preliminary manner, express visually and in written form the type of similar facilities the team would have been involved in designing, building, or designing, building, financing and operating.

3.7 Facility Description and Preliminary Site Plan

Respondent should provide for each proposed covered practice facility, submit a facility description and site plan that meets the City's requirements as outlined in Section 3 (i) to 4 (ix) of Schedule A – Scope of Services. Respondents should express visually and in written form how the facility or facilities (if more than one site is proposed), responds to each aspect of the City's requirements.

3.8 Business Plan

Respondent should provide for each proposed covered practice facility, submit a business plan that meets the City's requirements as outlined in Section 3 (x) to 4 (xii) of Schedule A – Scope of Services.

3.9 Strategy to Develop the Preferred Development Plan

Respondent should outline the strategy and process the Respondent's project team will undertake with stakeholders to prepare the preferred development plan for the lands. Identify key stakeholders and the role you envision that each will play in the development strategy and decision making process.

Outline the proposed public consultation model that would be used.

3.10 Project Opportunities and Challenges Commentary

The City seeks to achieve the best possible outcome for the project and invites Respondents to include commentaries on the opportunities and challenges related to the Project. Respondents should include any constraints the City should be aware of concerning the project

3.11 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

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

4 EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

4.2 Evaluation Criteria

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

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Respondent's responses to sections 3.1 to 3.5.

(b) Technical

The Evaluation Team will consider the Respondent's responses to sections 3.6 to 3.10.

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

The City and its officials, employees, agents, consultants and advisors will not be liable to any Respondents, or any firm, corporation or individual member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Respondent, or any firm, corporation or individual member of a Respondent, in preparing and submitting a submission or any other activity related to or arising out of the RFEOI/SOQ.

4.3 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiates legal action.

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

4.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

4.5 Interviews

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

5 GENERAL CONDITIONS

5.1 No City Obligation

This RFEOI/SOQ is not a tender and does not commit the City in any way to pre-qualify a preferred Respondent(s), or to proceed to negotiations for an agreement, or to award any agreement, and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

5.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and

submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

5.3 No Contract

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written agreement(s).

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members and City Staff

Respondents and their agents will not contact any member of the City Council and City staff with respect to this RFEOI/SOQ, other than the City Representative named in section 2.4, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

5.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents 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.

6 CITY DISCLAIMER

- a. The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.

- b. The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- c. All negotiations and discussions with Respondents are on a “without prejudice” basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the City.
- d. The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- e. The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- f. The City does not authorize any other person or agency to represent the Project on its behalf without the prior written approval of the City.
- g. By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ process.

7 DISCLAIMER

Notwithstanding anything contained herein, the Respondent agrees that he shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

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SCHEDULE A - SCOPE OF SERVICES

The City of Surrey (the “City”) invites expressions of interest and statements of qualifications for the design, construction, maintenance and operation of a Covered Practice Facility on City land.

1. Project Objectives/Desired Outcomes

The City is seeking Respondents interested in designing, building, financing, constructing and operating a covered practice facility in the City parkland at Cloverdale Athletic Park, Surrey, British Columbia. The facility could support practice and training opportunities for sports such as soccer, lacrosse, football or softball.

Subject to selecting a suitable Respondent(s), the City is prepared to provide under agreement a suitable site within Cloverdale Athletic Park for the project. The City will consider the provision of an annual operating payment in exchange for facility management and operations and for facility use for approved community user groups, public sessions, and other public events.

Respondents shall outline their financial plan and project schedule as well as the capital contribution and annual operating contribution amount they anticipate that would be required by the City in relation to the project and its on-going operation. The desired outcome is a project that is built and sustained by the proponent without a capital or an ongoing operating contribution by the City. However, the final amounts and mode of funding shall be determined as part of the agreement(s).

The City is open to considering a broad range of sustainable business models that will ensure the successful provision of the project and the achievement of community use objectives. Meeting the needs of the City’s sports community is a primary operating objective of the business model but provision of broader community benefits will further enhance the project.

The City's intent is to enter into a fifteen (15) to twenty (20) year Lease Agreement with a Respondent, with the potential for up to two (2) renewal periods.

2. Project Sites

Covered practice facilities are most appropriately located in the City’s Community Athletic Parks. The unsolicited proposal for Cloverdale Athletic Park is for a covered practice facility location in the northern portion of the park where an existing all-weather field is located. This is the City’s preferred location for a covered practice facility. However, further consultation with the community will be required to confirm that the location and site are acceptable.

See Attachment 1 for map of the proposed general location within Cloverdale Athletic Park.

3. Project Requirements

The Respondents will provide a complete design for the entire project including but not limited to consultancy services related to structural, sports specialty, electrical, mechanical, civil, and landscape.

The facility shall be designed to industry best practices, in compliance with the applicable BC Building Code, regulations, bylaws and requirements of authorities having jurisdiction. The Respondent is responsible for the complexities and costs that this requirement may have if the Submission includes a fabric covered structure.

The facility should be designed to optimize use of the land and allow for possible future expansion so that flexibility is retained to respond to future needs.

The facility's materials, products and assemblies shall be of high quality and durability meeting or exceeding the City's facilities standards. Lighting and controls shall be high performance and energy efficient.

- i. The facility should include a lighted, synthetic turf surface on an appropriate subsurface with a minimum of 2 players benches contained within an engineered covered structure that accommodates FIFA approved artificial turf materials at a minimum size of 30 m x 61m (98'-5" x 200').
- ii. The facility should include: male and female accessible washrooms or the provision of washrooms at an existing adjacent park facility.
- iii. The facility shall include adequate storage to support potential activities and programs.
- iv. The facility should also include lighting analysis for the field of play and the proposal must indicate the lighting levels provided.
- v. The Submission must include the preparation of a preliminary, overall site plan that includes:
 - (i) the location, layout with dimensions and rendering of the Covered Practice Facility;
 - (ii) the parking area, pedestrian paths, vehicular access lanes, maintenance access; and
 - (iii) shows any proposed improvements to any existing adjacent facilities within Cloverdale Athletic Park.
- vi. The Submission should include parking calculations for the facility use in accordance with the Zoning Bylaw. The parking calculations are to be reviewed by Planning and Development Department and the Transportation Division.
- vii. Respondents will be required to coordinate with the Planning and Development Department to confirm permits requirements.
- viii. At the proposed location, the Submission should specify each and all of the major products to be used in the construction of the primary facility, including the type and/or manufacturer of: the subsurface, the synthetic turf product, the walls, the

structure and the roof material.

- ix. The Submission must include a capital cost construction estimate prepared by a person or consulting firm with construction and project management experience. The Respondent must indicate the source of funds for the capital cost of the project and submit documentation related to all proposed capital cost funding sources.
- x. The Submission must include a business plan for the operation of the covered practice facility. The business plan should include a typical annual operating budget showing all revenues and expenses under at least two scenarios. Each scenario should clearly outline the assumptions made on both the revenue side (typical seasonal hours of use, user fee expectations etc.) and on the expenditure side (financing costs, typical operating cost items, maintenance costs, repairs etc.) of the operation. The facility should be designed and managed to maximize revenues while accommodating community needs and opportunities.
- xi. The operation of the facility must, at all times, be consistent with the use and operation of a public facility in accordance with City's standards. Later in the process, the submission of a preventative maintenance plan for the facility and grounds for approval by the City will be required. The Business Plan must take these expectations into account in the calculation of anticipated annual costs and revenues.
- xii. At the discretion of the Respondent, as added value, the facility may include other recreational components such as a perimeter running/walking track around the outside of the field of play, baseball/softball uses, etc. It may also include meeting room(s), training rooms (ie physiotherapy) and concession if applicable to the business operation of the facility. Enhanced recreational and community uses and other support facilities such as additional storage areas, and spectator seating may, also be provided.

4. Project Complexities

The successful Respondent will have to enter into and comply with the terms of a number of legal agreements with the City, including at least:

- a Memorandum of Understanding (MOU);
- a Partnership Agreement; and
- a Lease Agreement.

The successful Respondent will also be required to comply with all aspects of the City's Development Review and Approval process. These legal agreements and regulatory requirements necessitate a certain minimum level of experience and expertise for a Respondent to successfully complete the tasks associated with the project. The Respondent must have demonstrated skills, capabilities and capacities to undertake various stakeholder processes, project planning and development, construction management, legal review, financial analysis and facility operations tasks, including:

- a) Define the guiding principles of the project with the City.

- b) Prepare a development plan for the project.
- c) Facilitate a public consultation process with City staff to collect public and user groups' opinions regarding the development plan.
- d) Prepare drawings and specifications of sufficient detail for construction and to meet the requirements associated with required permits.
- e) Prepare and submit all applicable municipal development applications for the lands for processing and approval.
- f) Identify potential additional works that will be mutually agreed for the lands as a result of entering into a formal contract with the City.
- g) Prepare capital budgets, forecasts, and phasing strategies.
- h) Prepare a detailed construction schedule for the project indicating major milestone dates and deliverables.
- i) Provide proof of financing for the full amount of the project estimate.
- j) Provide a 50% performance bond and a 50% materials payment bond prior to the start of construction.
- k) Provide Insurance to the satisfaction of the City prior to the undertaking of any work on City land.
- l) Commit to the construction and operation of the Covered Practice Facility according to the terms of a Lease Agreement with the City.

5. Project Progression

If a Respondent is selected, the consultation and preliminary design stage may proceed along the following sequence:

1. Develop Memorandum of Understanding
2. Development of design details and resolution of code compliance issues
3. Discussions regarding the Lease Agreement
4. Capital Budgeting planning and confirmation
5. Workshop sessions and public consultation complete
6. Progress report provided and final development and Partnering Agreement completed
7. Prepare Development Plan and all details associated with the project and apply for:
 - Building Permit
 - Development Permit and/or Development Variance Permit (if required)

- Servicing Agreement (if required)
8. Finalize Lease Agreement and sign-off
 9. Provide proof of bonds, insurance and project financing
 10. Building Permit and Development Permit issued
 11. Commence construction
 12. Opening of facility

The City reserves the right to revise or edit the above items at its sole discretion.

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ATTACHMENT 1 – PROJECT LOCATION

