



**REQUEST
FOR OFFERS
No. 21-040**

**SALE OF A TOWNHOUSE
DEVELOPMENT SITE AT 1295
ROCKLIN STREET**

COQUITLAM.CA/LANDSALES

Coquitlam

**Request For Offers (RFO) 21-040
Sale of a Townhouse Development Site at
1295 Rocklin Street Coquitlam, BC**

DATE OF ISSUE: Thursday April 22, 2021

Offers will be received at:

**City of Coquitlam
C/O Reception Desk – Main Floor
3000 Guildford Way, Coquitlam B.C. V3B 7N2**

**Closing Date and Time: 2:00 p.m. Pacific Standard Time,
Wednesday, June 9, 2021**

Civic Address of Site: 1295 Rocklin Street, Coquitlam, BC

**Legal Description of Site: Lot 1 Section 7 Township 40 and District Lot 8249 Group 1 New
Westminster District Plan EPP103755**

The City of Coquitlam (the “City”) is now soliciting offers for the purchase of a townhouse development site with the intent that construction of townhomes commences as soon as possible. The site is located in the Partington Creek Neighbourhood on Burke Mountain and within a five-minute walk to the future Burke Mountain Village.

To be considered, offers must be submitted in a clearly marked sealed envelope, include the required deposit and be physically received at the above referenced address (City Hall) no later than the stipulated closing date and time, (as determined by the clock on the wall above the City’s main floor reception desk). All offers received on or before the stipulated time will be date and time stamped.

The documentation package for this RFO is available from the City's website link at: coquitlam.ca/bids (the “RFO Package”).

Any changes to the RFO Package will be issued by means of written addenda that will form part of this RFO Package and will be posted on the City’s website.

Offerors are required to check for updated information and addenda issued before the closing date on the City’s website link at: coquitlam.ca/bids.

All inquiries are to be directed in writing by email only, quoting “RFO 21-040 Sale of a Townhouse Site at 1295 Rocklin Street, Coquitlam, BC” to: landsales@coquitlam.ca

1. Introduction

1.1 Purpose of this RFO

The purpose of this RFO process is to sell a townhouse development site (the “**Site**”) owned by the City of Coquitlam (the “**City**”) in the Partington Creek Neighbourhood on Burke Mountain to the offeror or offerors selected by the City that will result in the highest purchase price for the Site and meet the requirements set out in this RFO. For more information on submitting an offer, please review Section 5.2.

The Site is described as follows:

- **Civic Address: 1295 Rocklin Street, Coquitlam BC**

Legal Description: Lot 1 Section 7 Township 40 and District Lot 8249 Group 1 New Westminster District Plan EPP103755.

Parcel Identifier: 031-352-693

Site Size: 2.58 Hectares (+/- 6.38 Acres) as shown on New Westminster District Plan EPP103755, a copy of which is included as **Appendix B - Survey Plan**

The Site will not be sold as a speculative holding property. The Site is being sold with the purpose of having townhouses, constructed as soon as possible after the completion date. As such, a successful offeror will be held to the development schedule as indicated within the Option to Purchase (Schedule “B” to the form of Purchase and Sale Agreement included as **Appendix A – Form of Purchase and Sale Agreement**). Consequently, offerors are directed to read the entire RFO Package prior to completing it.

Should a successful offeror not comply with the development timeline requirements set out in the Option to Purchase for the Site, the City will have the right to purchase the Site back at ninety percent (90%) of the original purchase price (a 10% discount from the original purchase price). As such, potential offerors should only consider responding to this RFO if they intend to develop a townhouse project on the Site in accordance with the City's prescribed development schedule.

1.2 Area Context

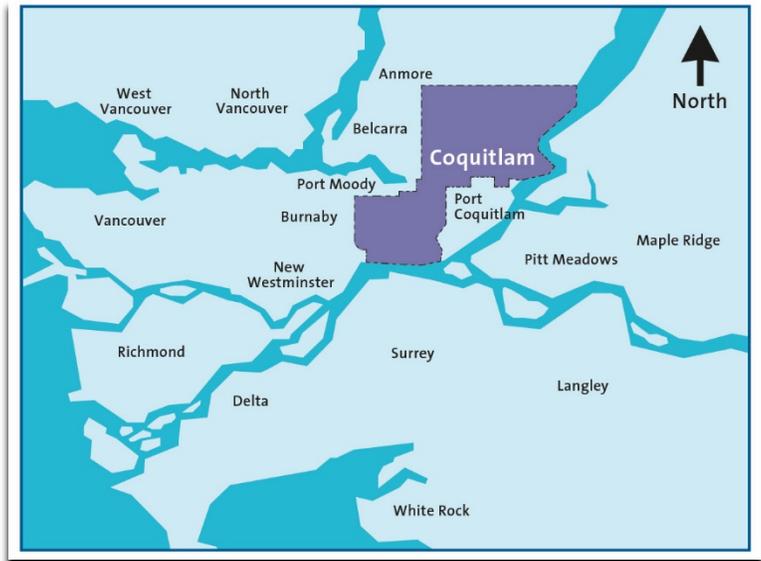
Regional

A welcoming and diverse community surrounded by a rich natural landscape, Coquitlam is home to over 150,000 people and sets a high standard of living in the Lower Mainland.

The City's vision statement is as follows: “*Coquitlam: Sustaining a high quality of life for current and future generations, where people choose to live, learn, work and play.*”

As a community, Coquitlam is positioned to experience significant growth over the next 25 years, with the population expected to reach over 220,000 by 2041. This growth will ensure an expanding customer base for businesses and access to a reliable, well-educated workforce. Together, these advantages and assets are attracting new residents and businesses to Coquitlam.

In this new era of growth, opportunities to build and reshape the City’s future are abundant — from major changes to the transportation infrastructure to a growing multicultural community. It’s a place where students and older adults, entrepreneurs and employees, new immigrants and families can fulfill their future promise and realize their goals.

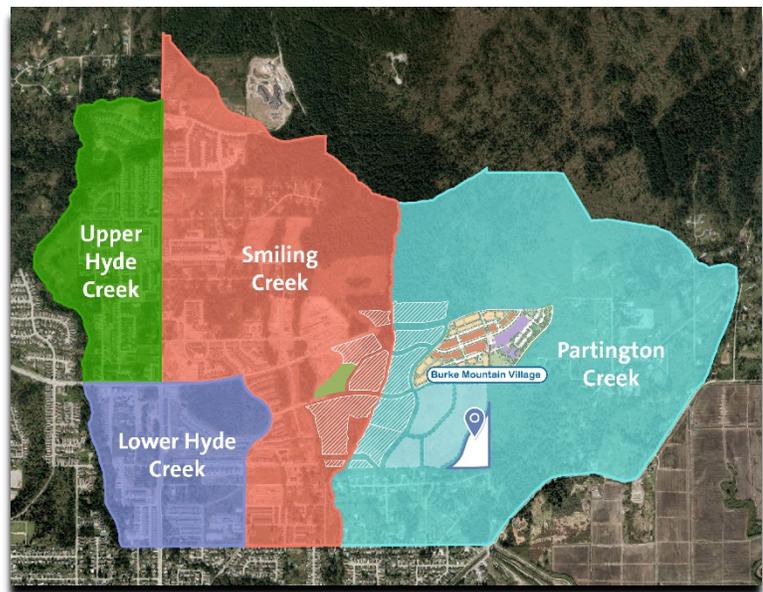


Coquitlam is at an exciting time in its transition from a suburban community to a regional urban centre and boasts a rich history and heritage. It is rich in natural beauty with a diverse ecosystem of rivers, streams, parks and open space. This unique natural setting provides opportunity for market differentiation. For example, Pinecone/Burke Mountain, Minnekhada Park, Fraser/Coquitlam Rivers, Riverview/Colony Farm and Maillardville are particularly attractive to investment and tourism.

Burke Mountain: Neighbourhood Context

The Site is located in the south central portion of the Partington Creek Neighborhood Plan (“PCNP”) area, within the larger Northeast Coquitlam Area Plan (“NCAP”) area, commonly known as “Burke Mountain”. The PCNP is one of four neighbourhood plans prepared to date for the NCAP area. The Partington Creek Neighbourhood is about 240 hectares (595 acres) in size and located east of the Smiling Creek Neighbourhood.

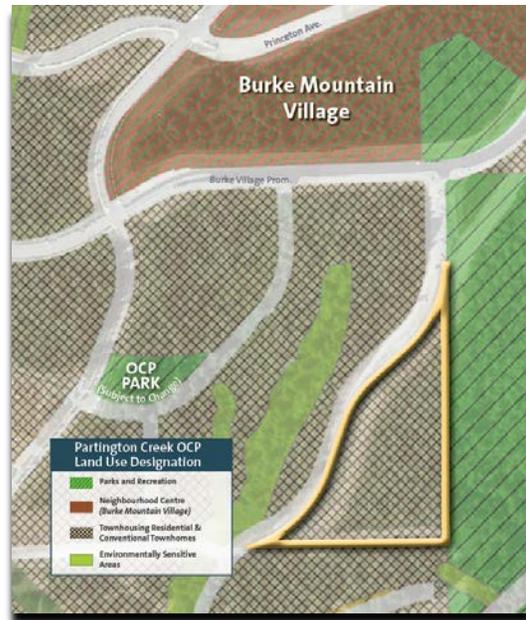
The Partington Creek Neighbourhood is intended to be Northeast Coquitlam’s commercial and recreational hub and accommodate new residents in a variety of housing types nestled within a highly desirable, mountain-side environment inclusive of a village neighbourhood centre.



The Site is surrounded by lands at various stages of planning and development. To the west is a townhouse development site currently moving through subdivision, to the east lies Fremont Park, to the north lies Burke Mountain Village and to the south lies townhouse lands currently being built out.

Demographics (Source: Statistics Canada – 2016 Census - Census Tract 9330287.02)

The current population across Burke Mountain is just over 15,000 people, with an expected build-out of 50,000+ people within the next 15-20 years. The current residents on Burke Mountain are generally characterized as a younger, affluent community with a median household income of \$111,000/annum and average age of 35 years, which compares to the City of Coquitlam at \$74,000/annum and 40 years, respectively. The community largely works within the Professional Services sector (53%), with the majority identifying with Sales and Service and Business and Finance. As with a younger demographic, the household composition is typically a bit higher, with an average of 3.2 persons per household, compared to Coquitlam at 2.7.



Immediately north of the Site is the future master planned Burke Mountain Village (see Illustrative rendering below). At full build-out the Village is expected to be home to over 5,000 residents and 120,000 square feet of commercial space. For additional information on Burke Mountain Village, please refer to the website link provided on page 15.



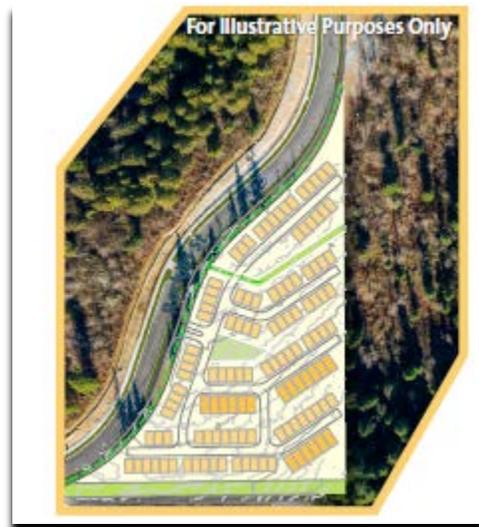
1.3 Overview of Site

The Site presents a unique opportunity for development within the fringe of the future Burke Mountain Village. With no property boundaries shared with other competitive developments this standalone Site is entirely contained with frontage off the east side of Rocklin Street and backing entirely onto Fremont Park. As development continues in the immediate area this Site sets itself apart with the benefit of being in immediate proximity to the Village and its future amenities and also offering view cones to the south and east. The Site is comprised of 2.58 Hectares (+/- 6.38 Acres) of gently sloping lands generally down from north to south. A topographical sketch with the recently constructed Rocklin Street elevations is provided as **Appendix C - Topographical Survey**. The AutoCAD file has also been provided as an attachment to the RFO and can be downloaded from coquitlam.ca/bids.

The Site has been re-zoned RT-2 (Townhouse Residential) and Community Amenity Contributions |been paid. A conceptual yield analysis has been completed with an estimated 117 townhouse units potentially achievable. The yield information has been provided only for illustrative purposes and is not to be relied upon as final yield will be determined through Development Permit application. A link to the City’s zoning bylaw and OCP has been provided in the Useful Links section on page 15.

Amendment to RT-2 Townhouse Building Heights

Potential offerors should note that Council has recently approved an amendment to RT-2 Zone to permit 3-storey buildings through City of Coquitlam Bylaw No. 5099, 2021. A link to this bylaw can be found on page 15.



1.4 Title and Charges

A copy of the title and the registered charges for the Site is provided as **Appendix D - Title and Charges**. The following charges of note require specific action by the successful offeror:

- CA8885609 Tree Protection / Tree Replanting Section 219 Covenant. The intent of this covenant is to ensure that the windfirm edge within Fremont Park, and along the eastern boundary of the Site is effectively created, maintained and replanted (as per Tree Replanting Plan and Commitment Letter, **Appendix E - Treeplanting Plan and Forest Edge Commitment Letter**) as a result of clearing the Site. It is up to the successful offeror to understand the requirements detailed within the Arboricultural Inventory and Report that form part of the covenant as well as the hazard tree removal, tree protection zones, pruning requirements and security obligations (\$9,295.00) that will be transferred to the successful offeror.
- CA8885610 and CA8885611, Statutory Right of Way and Covenant. The intent of this right of way and covenant is to provide for an east west public pedestrian and bike path bisecting the Site, and which must tie into existing and or proposed trails. All responsibility for the costs of designing, constructing, registering and future maintenance of the pathway carry forward to the owner of the Site. Careful review and consideration of this SRW and Covenant are

required with particular note to the trail design requirements attached as Schedule A - Offer Form RFO 21-040 to the covenant.

- CA8885615 Site Design Guidelines Section 219 Covenant. Schedule A Offer Form RFO 21-040 within this covenant details design criteria for the Site that must be met. Careful review and consideration of Schedule A - Offer Form RFO 21-040 within the covenant are important for understanding acceptable development proposals for the Site.

It is important to fully review and understand all encumbrances and charges registered on title prior to making an offer.

2. Site Servicing Requirements

The following table outlines current status of services for the Site. All remaining servicing work will be the responsibility of the successful offeror. This information is provided for reference purposes only. It is up to each offeror to complete their own investigations with respect to services and servicing requirements prior to the submission of an offer to the City. As-built and utility design drawings are provided as **Appendix G - Utilities and Services Drawings** in support of tabled servicing works to the Site indicated in the following table.

1295 Rocklin Street	
Utility/Service	Description
Municipal Water	200 mm (Approx. 385 metres from BVP) – See attached Watermain Record Drawing, as per Appendix G - Utilities and Services Drawings
Sanitary Service #1	200 mm (south side of property, east of Rocklin, in statutory right of way) – See as-built S-2007-05, as per Appendix G - Utilities and Services Drawings
Sanitary Service #2	200 mm (southeast corner of the property) – as per Appendix G - Utilities and Services Drawings
Storm Service #1	300 mm (south side of property, east of Rocklin, in unopened road allowance) – See as-built D-2707-05, as per Appendix G - Utilities and Services Drawings
Storm Service #2	300 mm (southeast corner of the property) – as per Appendix G - Utilities and Services Drawings
Hydro	As per Appendix G - Utilities and Services Drawings provided by BC Hydro
Telus	As per Appendix G - Utilities and Services Drawings provided by Telus
Shaw	As per Appendix G - Utilities and Services Drawings provided by Shaw
Fortis BC	As per Appendix G - Utilities and Services Drawings provided by Fortis BC

The successful offeror will be required to complete development/building permit applications subject to the proposed design guidelines, complete all onsite servicing and tie-in to the services provided (as noted in the table above) and pay all development fees, permit fees, connection fees, tree replanting security and other fees where applicable prior to commencement of construction. In addition, the successful offeror will be required to comply with all applicable bylaws during the course of development/construction. A link to Schedule “D” of the Fees and Charges Bylaw No. 5090, 2020 has been provided under the Useful Links section on page 15. This outlines the Building Bylaw fees and charges applicable for 2021. Based on the completion date for the purchase of the Site, the successful offeror will need to confirm fees associated with their application and development timelines.

In addition, a link to the City’s Building Bylaw No. 3598, 2003, as amended, as well as a link to the City’s Development Permit Guidelines as indicated under the Useful Links section on page 15.

3. Responding to this RFO

To respond to this RFO, offerors must follow the instructions outlined in Section 5.2. Before responding to this RFO in accordance with Section 5.2, each offeror should ensure that it has reviewed with its legal and financial advisors the contents of this RFO Package, including all appendices and addenda.

4. Selection of Successful Offeror

Despite the City releasing this RFO, prospective offerors acknowledge that the City may not accept any of the offers received. In particular, notwithstanding anything contained herein, the City reserves the right to reject any or all offers or to accept any offer received in response to this RFO, should it be in the best interests of the City to do so, even if such offer does not comply with the terms and conditions set out in this RFO Package. The City reserves the right to waive any irregularities in any offer.

Offers will be evaluated based on highest purchase price, ability to meet the prescribed development timeline, the financial capacity of the offeror, the completion date for the purchase and any other elements the City considers to be in its best interest. Should the same purchase price offer be received from multiple offerors for the Site and that the City, in its sole discretion, is prepared to accept, the Site will be sold to the offeror whose offer bears the earliest time and date stamp, provided that the offer is complete and all other factors considered by the City, at its discretion, are equal.

Sealed offers will be opened by City of Coquitlam Real Estate Staff after the stipulated closing time and date of 2:00 p.m. Pacific Standard Time, Wednesday June 9, 2021.

The City will contact offerors by no later than 5:00 p.m. Pacific Standard Time, Wednesday, June 16, 2021 to inform them of the status of their offer and will communicate the City’s acceptance of a successful offer by signing and delivering an offeror’s submitted Offer Form to such successful offeror with the Purchase and Sale Agreement attached for execution by such successful offeror. A successful offeror will have **five business days** to sign and return the Purchase and Sale Agreement to the City.

5. Requirements

This Section defines the instructions and general requirements for submission of an offer by offerors. Offerors are required to carefully review and read the entire RFO Package and to closely follow the instructions and requirements accordingly. Non-compliance with the instructions and requirements of this RFO Package may be cause for rejection of the offer.

The Site will be purchased from the City under the following terms and conditions:

- Offerors are required to submit an offer in accordance with instructions in Section 5.2.
 - The Site is not to be purchased for holding or speculative purposes and is to be developed in accordance with the prescribed schedule detailed within the Option to Purchase

(Schedule “B” to the Purchase and Sale Agreement included within **Appendix A – Form of Purchase and Sale Agreement**);

- Failure to secure a development permit, building permit, and/or commence and continuously proceed with construction within the prescribed time frames may result in the City exercising its right to purchase the Site back from the purchaser at ninety percent (90%) of the original purchase price (a 10% discount from the original purchase price);
- The successful offeror may not assign its offer or any rights in respect of the same, except in accordance with Section 5.10;
- The completion date for the purchase of the Site shall be no later than 5:00 pm, Wednesday, December 9, 2021;
- The required deposit must accompany the Offer Form (the “**Deposit**”). Deposits will be returned in accordance with Section 5.3;
- The successful offeror will execute the City's form of legal documentation included in the Appendices. The successful offeror shall execute and deliver the Purchase and Sale Agreement no later than the date that is **five business days** after the date that the successful offeror receives from the City the Purchase and Sale Agreement with the successful offeror's particulars inserted.
- **Each offeror shall ensure that it has reviewed with its legal and financial advisors the contents of this RFO Package, including all Appendices and addenda, prior to submitting an offer. Any failure of the successful offeror to comply with the terms of this RFO Package, including the requirement of the successful offeror to deliver an executed Purchase and Sale Agreement within the time limits prescribed above, may result in the cancellation of this RFO, at the City's election, in which case the non-refundable Deposit will be forfeited to the City;**
- Offerors acknowledge and will adhere to the terms and conditions of all covenants, easements, statutory right-of-ways, and other charges registered on title;
 - The successful offeror will have to complete the requirements as outlined within the Works to Protect and Enhance Fremont Park Forested Edge Commitment Letter **Appendix E - Treeplanting Plan and Forest Edge Commitment Letter**, and provide \$9,295.00 in order to transfer the security through the purchase and sale agreement; and
- Finder's fees and/or real estate commissions for the sale of the Site will not be paid by the City. Offers received by the City will be assumed to be net of any and all finder's fees and/or real estate commissions due and payable to any third parties with no responsibility placed on the City for paying any fees or commissions whatsoever.

5.1 Closing Time, Date & Location

Sealed offers submitted in response to this RFO must be physically received by the City at the address below **no later than 2:00 p.m. Pacific Standard Time, Wednesday, June 9, 2021** (as determined by the clock on the wall above the City's main floor reception desk). Offers received on or before the stipulated closing time and date will be time and date stamped. Offers received after this stipulated closing time and date will be determined to not have been received and will be returned to the offeror unopened.

Offers must be delivered to the following physical location:

CITY OF COQUITLAM
C/O Reception Desk – Main Floor
3000 Guildford Way, Coquitlam B.C. V3B 7N2

Office hours are 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding statutory holidays. In the event that City Hall is closed due to COVID-19 or other restrictions, sealed offer packages must be delivered to the drop box located at the southwest entrance to City Hall (Buchanan Square entrance).

5.2 Submitting an Offer

The City is providing potential offerors with the following options for submitting an offer:

In order to submit an offer in response to this RFO, offerors must submit all of the following which must be complete, clear, consistent, well organized and legible:

- One (1) hard copy of the RFO Offer Form (included as **Schedule A - Offer Form RFO 21-040**);
- A certified cheque or bank draft in the required amount of 15% of the total offer value, made out to the “City of Coquitlam”; and
- Copies of all addenda (if any) provided by the City as further described in Section 5.8.

Offers containing the above items must be in a sealed envelope clearly labeled with the following: offeror’s name(s), offeror’s company name, or offeror’s representative, as applicable, and must be clearly titled: “**RFO 21-040 Sale of a Townhouse Development Site at 1295 Rocklin Street, Coquitlam, BC**”. Offers must be submitted in accordance with the instructions set out herein by the closing date and time indicated in Section 5.1.

Only one (1) offer per offeror may be submitted to the City for consideration.

5.3 Deposit

The required Deposit is 15% of the purchase price, payable to the “City of Coquitlam” by bank draft or certified cheque and attached to the Offer Form as per Section 5.2.

A Deposit from the successful offeror will be immediately deposited into the City’s bank account upon acceptance of the offer and is non-refundable. Such Deposit will be credited to the purchase price without interest on the completion date

Deposits from unsuccessful offers will be returned upon the City’s acceptance of the successful offer.

If the City elects to end the RFO process, in accordance with Section 5.16, before the closing date of the RFO process then Deposits will be returned to offerors.

Any failure of the successful offeror to comply with the terms of this RFO Package, including the requirement of the successful offeror to deliver an executed Purchase and Sale Agreement within the time limits prescribed above, may result in the cancellation of this RFO, at the City’s election, in which case the successful offer’s Deposit will be forfeited to the City.

5.4 Offers Delivered by Fax, Email or Other Delivery Method

As only offers in sealed envelopes will be considered, any offers submitted by fax or email or any method other than by hand in a sealed envelope, clearly labeled will not be accepted and will be deemed not to have been received.

5.5 Withdrawal of Offers

Offers once submitted may not be withdrawn.

5.6 RFO Timeline

<u>Timeline for RFO</u>	
April 22, 2021	Released to public.
Wednesday, June 2, 2021, 2:00 pm	Deadline for RFO inquiries
Wednesday, June 9, 2021, 2:00 pm	Deadline for submission of offer with payment of 15% Deposit
Wednesday, June 16, 2021, 5:00 pm	Deadline for notifying successful/unsuccessful offerors
Wednesday, December 9, 2021	Latest completion date (execution of documents and payment of balance of purchase price)
Please read the development timeline in subsection 3(a) of the Option to Purchase (Schedule “B” to the Purchase and Sale Agreement included within Appendix A - Offer Form)	

5.7 Inquiries

It is each offeror's responsibility to ensure that it seeks clarification on any matter relating to this RFO Package before submitting an offer.

All inquiries are to be directed in writing by email only, quoting " **RFO 21-040 Sale of a Townhouse Development Site at 1295 Rocklin Street, Coquitlam, BC**" to: landsales@coquitlam.ca.

The deadline to submit requests for clarification is 2:00 p.m. Pacific Standard Time, Wednesday, June 2, 2021. If deemed to be material to the sale of the Site, enquiries and responses will be recorded as addenda on the City's website link at: coquitlam.ca/Bids

5.8 Addenda

Any changes to the RFO Package will be issued by means of written addenda that will form part of this RFO Package and will be posted on the City's website.

It is each offeror's sole responsibility to frequently check the City's website for addenda provided by the City.

The City takes no responsibility for offerors who do not check the City's website for recorded addenda. Additional information provided by way of addendum, such as consultant reports, design drawings and supporting documentation, is provided for reference purposes only. It is the

responsibility of the offerors to make an independent assessment of the accuracy and completeness of any and all information provided as part of this RFO Package.

5.9 Valid Authority

All offers must be dated and signed by the offeror. Any corporate or other non-individual offeror must ensure that the offer is signed by its authorized signatory or signatories.

5.10 Assignment

An offeror may not assign its offer or any rights in respect of the same to any other party without the prior written consent of the City, which consent may be unreasonably withheld for any reason at the City's sole discretion. An assignment or purported assignment without the City's prior written consent may, at the City's sole discretion, invalidate the offeror's offer.

Notwithstanding the foregoing the successful offer, on written notice to the City, may assign the Purchase and Sale Agreement to an affiliate, as that term is defined in the *Business Corporations Act*, of the successful offeror or to a partnership or limited partnership if the successful offeror (or an affiliate of the successful offeror) is a partner.

5.11 Public Information

Offerors submitting sealed offers are advised that the information contained in the offer will be considered public.

5.12 Property Access

The Site is vacant, and offerors are responsible for visiting the Site in order to familiarize themselves with the local conditions of the Site and surrounding area.

5.13 Acceptance by Offeror of RFO Package Terms & Conditions

In submitting an offer and all of the items required pursuant to Section 5.2 above, each offeror agrees to the terms and conditions contained in this RFO Package, including all addenda recorded by the City during the RFO.

5.14 Codes, Regulations, Standards, Permits & Approvals

The offeror shall comply with all laws and regulations of authorities having jurisdiction. The offeror shall obtain, at its expense, copies of all applicable codes, regulations and standards of all authorities having jurisdiction with respect to the construction of a townhouse development on the Site.

5.15 Responsibility of Offerors

Offerors are responsible for informing themselves as to the contents of this RFO Package. Offerors are responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFO Package and submission of their offers.

The City makes no representation or warranty as to the completeness or accuracy of any reference material made available to offerors in the RFO Package and will not be responsible for any loss, damage or expense incurred by offerors as a result of any inaccuracy or incompleteness in this RFO Package, or as a result of the offerors' misunderstanding or misinterpreting the terms and conditions of the RFO Package.

It is the responsibility of the offerors to make an independent assessment of the accuracy and completeness of any and all information provided as part of this RFO Package.

5.16 No Obligation to Select or Proceed

The City may, in its sole discretion, elect to end this RFO process at any time and for any reason, including after a successful offeror has been selected and notified. The City reserves the right to reject any or all offers.

5.17 City’s Contractual Obligation

The submission of any offer, participation in this RFO by an offeror, or selection of a successful offeror shall not create any legal obligation on the part of the City in connection with this transaction until the Purchase and Sale Agreement has been executed and delivered by the City and the successful offeror.

5.18 No Claims against the City

The offeror acknowledges that the City is a public body required by law to act in the public interest. While the City has every intention of conducting the sale process in a fair and impartial manner, in no event does the City owe to any offeror: (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the sale process; or (b) a contract or tort law duty to preserve the integrity of the sale process.

By participating in this RFO, offerors acknowledge and agree that the City and its officials, employees, agents and consultants will not be liable to any offeror for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the offeror in preparing and submitting an offer, or participating in negotiations leading to the agreement of purchase and sale, or any other activity related to or arising from this RFO including the City’s acceptance of an irregular or non-compliant offer and each offeror hereby releases the City and its officials, employees, agents and consultants in respect of the above. The preparation and submission of an offer in response to this RFO is voluntary and any costs associated with such preparation and submission is solely incurred by the offeror submitting the offer.

5.19 Canadian Currency

All monetary references in an offer must be to Canadian currency. Offers submitted are to be exclusive of all taxes.

5.20 Taxes

In addition to payment of the purchase price, the successful offeror will also be responsible for payment of property transfer tax, goods and services tax, and their pro rata share of property taxes, utilities, and other charges applicable to the Site.

5.21 Legal Action

The City may, in its absolute discretion, reject an offer submitted by the offeror if the offeror, or any officer or director of a corporate offeror, or a representative of a non-individual offeror is, or has been engaged, in legal action against the City and/or its elected officials and/or appointed officers and employees or any of them in relation to:

- any other contract or services; or
- any matter arising from the City’s exercise of its powers, duties or functions under the *Local Government Act*, the *Community Charter* or any other enactment,

within the five (5) years prior to the closing date of this RFO.

For purpose of this section, the word “legal action” includes, without limitation, mediation, arbitration, or hearing before an administrative tribunal or lawsuit filed in any court.

Without limiting the City’s sole discretion, in determining whether or not to reject an offer pursuant to this clause, the City will consider such factors as whether the legal action is likely to affect the offeror’s ability to work with the City and its employees, agents, other consultants, contractors and representatives or any of them and whether the City’s past experience with the offeror in this matter that resulted in the legal action indicates that the City is likely to incur increased staff and legal costs or either of them in the administration of this contract if it is awarded to the offeror.

5.22 Indemnification

Each offeror will indemnify and save harmless the City, its employees and agents, from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times, (either before or after the expiration or sooner termination of this agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by an offeror or by any servant, employee, officer, director or sub-contractor of an offeror.

Useful Links & List of Documentation attached as Appendices, Forming part of Request For Offers No. 21-040 dated April 22, 2021

USEFUL LINKS

- **Link to Burke Mountain Village**
 - **Project Website:** <https://burkevillage.ca/>
 - <https://www.coquitlam.ca/422/Burke-Mountain-Village>
- **Link to Building Bylaw No. 3598, 2003**
 - <https://publicdocs.coquitlam.ca/coquitlamdoc/getdocIF.asp?doc=2634426>
- **Link to City’s Fees and Charges Bylaw No. 5090, 2020 (See, in particular, Schedule “D”)**
 - <https://publicdocs.coquitlam.ca/coquitlamdoc/getdocIF.asp?doc=3946200>
- **Link to Zoning Bylaw (Part 12 contains RT-2 Zoning Bylaw)**
 - <https://www.coquitlam.ca/562/Zoning-Bylaw>
- **Link to Citywide Official Community Plan**
 - <https://www.coquitlam.ca/616/Citywide-Official-Community-Plan>
 - <https://www.coquitlam.ca/474/Partington-Creek-Neighbourhood-Plan>
- **Link to City of Coquitlam Bylaw No. 5099, 2021 – RT-2 Building Height Amendment**
 - <https://publicdocs.coquitlam.ca/coquitlamdoc/getdocIF.asp?doc=4035842>

SCHEDULE

A: RFO Offer Form

APPENDICES

- A. Form of Purchase and Sale Agreement (*including Form of Option to Purchase*)**
- B. Survey Plan EPP103755**
- C. Topographical Survey (AutoCAD file)**
- D. Title and Charges**
- E. Appendix E Treeplanting Plan and Forest Edge Commitment Letter**
- F. Stage 1 Environmental Site Assessment**
- G. As-built Utilities and Services Drawings**