



REQUEST FOR QUOTATIONS

Title: Tree Well Maintenance

Reference No.: 1220-040-2014-010

FOR THE SUPPLY OF GOODS AND SERVICES

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements. Contractors are invited to submit innovative solutions and the City encourages suggestions to improve this project.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and two (2) copies (three (3) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt
Purchasing Manager
at the following location:

Address: City of Surrey (New City Hall)
Reception – Ground Floor
Attention: Finance & Technology Department
Purchasing Section
13450 - 104 Ave Surrey BC Canada V3T 1V8

(c) Facsimile (Fax)

If the Contractor chooses to submit by facsimile (Fax), the Contractor should submit the Quotation in a single transmission to the City by facsimile at: 604-599-0956.

3. DATE

The City would prefer to receive Quotations on or before ***March 20, 2014***. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this Request for Quotations ("RFQ") should be directed in writing to:

Name: Sunny Kaila, Buyer
Purchasing Section
at the following location:

Address: City of Surrey (New City Hall)
Finance & Technology Department
Purchasing Section
13450 - 104 Ave Surrey BC Canada V3T 1V8

Facsimile (Fax): 604-599-0956
E-mail for PDF Files: purchasing@surrey.ca

5. ADDENDA

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

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and Schedule B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation 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.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors 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.

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation 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 Quotation on behalf of the corporation is submitted;

- (b) If the Contractor 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 Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. MULTIPLE PREFERRED CONTRACTORS

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 Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

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

15. SCHEDULE OF PRICES

The Contractor shall be deemed to have satisfied himself as to the sufficiency of his Quotation to complete the work and of the unit prices stated in Schedule C – Quotation. The prices shall cover all costs including overhead, profit and tax, except for GST, for completion of the work and obligation contained within this Quotation. The Quotation shall be completed, signed and dated in the following manner:

- (a) Under “Unit Price” the Contractor shall insert for every item listed, his prices to do a unit of portion of the work. The Contractor shall quote one unit price only for each item.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Tree Well Maintenance

Reference No.: 1220-040-2014-010

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

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SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....

SCHEDULE B – QUOTATION.....

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Tree Well Maintenance

THIS AGREEMENT dated for reference this ____ day of _____, 2014.

RFQ #1220-040-2014-010

BETWEEN:

City of Surrey
13450 - 104 Avenue
Surrey BC V3T 1V8

(the "City")

AND:

(the "Contractor")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

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 Contractor agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor who is providing Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "Fees" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnities" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) "Term" has the meaning described in Section 3.1; and

1.2 This Agreement 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) this Agreement;
- (b) the RFQ; and
- (c) other terms, if any, that are agreed to by the parties in writing.

1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods & Scope of Services; and
Schedule B – Quotation

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Section B-2.

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Section B-2. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Contractor 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 Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

3.1 The Contractor will provide the Services for the period commencing on April 1, 2014 and terminating on December 31, 2014 (the "Term").

3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) one-

year renewal periods. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

5.1 The City will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 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. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.

6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

- 6.5 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contactor for completion.
- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 If the Contractor 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 Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

- 7.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. 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 work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 8.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Goods provided and 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 Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor 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 Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor 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 Sections 8.2 and 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to provide the Goods or complete the Services.
- 10.2 The Contractor acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the

Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to 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 any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless 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 Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 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.
- 12.3 The Contractor 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 five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, 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 contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and

(c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

- 12.4 The Contractor 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 Contractor will, on request from the City, provide certified copies of all of the Contractor'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 Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement 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 Contractor acknowledges and agrees that the Contractor 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 Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor 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 Contractor or receiver or trustee in bankruptcy written notice; or

- (b) If the Contractor 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 Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

15.5 If the City terminates this Agreement as provided by Section 15.4 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 Contractor 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 Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

16. CURING DEFAULTS

16.1 If the Contractor 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 Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. 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 Contractor.

17. DISPUTE RESOLUTION

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

18.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

18.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Contractor 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 Contractor 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 Schedule B, to Attachment 1, of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.

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

18.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials

and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

- 19.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

20. GENERAL PROVISIONS FOR GOODS

- 20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com”

- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

21. COMPLIANCE

- 21.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 21.2 The Contractor 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 Contractor 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.

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

23. WAIVER

- 23.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

24. APPLICABLE LAW

- 24.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

25. NOTICES

- 25.1 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 expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.
- 25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

- 26.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

27. ENTIRE AGREEMENT

- 27.1 This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and 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 Goods and Services.

27.2 In the event that the Contractor 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.

28. SIGNATURE

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

29. FUEL EMISSIONS DATA

29.1 In 2007, the City of Surrey signed the BC Climate Action Charter, a voluntary agreement that commits the City to be carbon neutral in its corporate operations (for more information go to <http://www.livesmartbc.ca/community/charter.html>). The City is also committed to reducing corporate greenhouse gas (GHG) emissions by 20% by 2020.

29.2 Following on these commitments, the City of Surrey tracks its corporate energy use and greenhouse gas (GHG) emissions annually within traditional service areas. Where the City has a contractual arrangement to deliver these traditional services as defined under the BC Climate Action Charter, some of the GHG emissions from the services need to be included as part of the annual corporate emissions inventory.

29.3 Commencing January 1, 2013, the City will require all service providers to communicate the quantity of fuel (gasoline, diesel, natural gas, propane and bio-fuel blends) used to operate vehicles, equipment and machinery as part of the delivery of the services described in the contract and to provide this data to the City at the earlier of termination of the assignment or at the end of each calendar year.

29.4 Data provided should include the following (see sample format):

- Type of fuel consumed (gasoline, diesel, natural gas, propane and bio-fuel blends); and
- Litres of fuel consumed in relation to the service delivered under the contract
 - Although actual fuel volumes are preferred, the City recognizes it may be difficult to assign fuel use to any particular contract. In these cases, apportioning fuel use for equivalent services based on contract dollar value, total service hours, or some other logical method is acceptable. If fuel consumption is prorated and/or estimated, the method of proration and/or estimation must be noted.

Sample Report:

P.O. Number	567932
Date Range	March 1 – September 15
Gasoline (litres)	1,200
Diesel (litres)	4,500
Prorated Based on	Service hours

The City can provide direction, if necessary, to calculate this information.

30. ENUREMENT

30.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

This Agreement is executed by the City of Surrey this _____ day of _____, 2014.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the Contractor this _____ day of _____, 2014.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

- END OF PAGE -

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The purpose of the tree well work is to maintain the tree wells as weed free over the course of the year at various locations within the City on an “as and when required” basis. Weed free is defined as generally free of weeds throughout the month and will be inspected by staff at mid and end of each month.

2. GENERAL

A tree well is defined as the area at the base of a tree that is to be free of vegetation (weeds), usually consisting of either a metal or concrete tree grate, or bark mulch or other mineral type, granular material such as gyro sand, crusher dust (9 millimetre minus) as approved by the City. Most wells are 1 meter in diameter, some larger and some rectangular.

The street tree wells are located primarily on City arterial and collector roads (main roads) and the park tree wells are located in various parks. Street tree wells are typically on the boulevard.

Weeds can be controlled using various manual methods and/or through the application of excluded pesticides. Maintenance of the wells may include topping up the well with materials such as bark mulch to prevent weed growth.

Pesticides on Schedule 2 (Integrated Pest Management Regulation), Excluded Pesticides, of the Integrated Pest Management Regulation are permitted for use, e.g. domestic formulations of acetic acid or fatty acids. (for additional information visit a web search engine for ‘Integrated Pest Management Regulation’ and scroll to Schedule 2.)

The application of Excluded Pesticides to control weeds shall be done in accordance with the City of Surrey Pesticide Use By-law and Provincial regulations. Installation of notice of pesticide use signage is not required.

3. SCOPE OF SERVICES

- 1.1** The Services are to include all materials, equipment and labour required to maintain tree wells.
- 1.2** Unless otherwise instructed or agreed to, or stipulated with the Scope of Services, the contractor will maintain the well at its present size.
- 1.3** The wells may be uniformly topped up when necessary with the material within the well in order to prevent weed growth.
- 1.4** Special attention must be observed not to increase the depth of the material around the trunk flare. In areas with sufficient mulch or other material a light raking to the existing material may be required.
- 1.5** All weeds manually removed from the well will be disposed off-site.
- 1.6** All sites will be recorded with the date the maintenance was completed and the number of tree wells maintained. Additionally, any tree related comments (E.g. dead tree, broken limbs etc), will be noted and forwarded to the Arboriculture Coordinator.

- 1.7 The contractor will follow the procedures and regulations identified in the following documents;
 - 1.7.1 Traffic Control Manual for Works on Roadways Second Edition 1999 update.
 - 1.7.2 Workers Compensation Act and Occupational Health & Safety Regulation, effective April 15th, 1998 with amendments effective October 1st, 1999 and in particular, but not limited to Part 18 Traffic Control.
- 1.8 The contractor will ensure that all employees are wearing all protective equipment for working on roadways in accordance to Provincial and City regulations.
- 1.9 All work shall be in accordance with City of Surrey Park Construction Standards; British Columbia Landscape and Nursery Association Standards; American National Standards Institute (ANSI) Standards, and International Society of Arboriculture Best Practices.

2.0 Hard Surface Area Maintenance Procedure (e.g. tree wells bordering hard surface, such as concrete)

- 2.1 The wells will be topped up with the well material (usually granular rock) and tamped to a grade level with the hard surface to provide for an even grade between the well and the hard surface.
- 2.2 Wells with tree grates above or below one (1) inch will be repositioned or removed to prevent a raised lip or drop which could constitute a trip hazard.
- 2.3 Locations of wells that require the tree grate centre hole to be expanded to accommodate the trunk growth flare will be forwarded to the attention of the City, Arboriculture Coordinator.

3.0 Soft Surface Area Maintenance Procedure (e.g. tree wells bordering soft surface, e.g. grass)

- 3.1 The well edges will be cut clean and a one inch edge maintained adjacent to the soft surface.
- 3.2 Park tree wells will be a minimum size of one meter in diameter.

4.0 Volume of Work (Approximate)

The following information is provided to provide the Contractor with an understanding of the planned volume of the work and are intended to be used for the purpose of comparing quotes only.

There are three main types of tree wells.

Street soft surface	14,000 tree wells
Street hard surface	1,400 tree wells
Park soft surface	1,500 trees wells

Actual job quantities will not necessarily correspond with the quantities should and further the City reserves the right to increase or decrease quantities in any or all items and to eliminate items entirely from the work.

5.0 Schedule of Work and Hours of Operation

The general hours of operations will be 7:00 a.m. to 4:00 p.m. Days of operation will be Monday through Friday. No work will be performed on weekends or statutory holidays [Saturday and Sunday], except as otherwise agreed to in writing by the City.

6.0 Equipment and Materials

The contractor shall supply all necessary materials and equipment to conduct the work. All equipment must be road worthy and suitable for working on City streets and parks.

The contractor shall affix a City Surrey Contractor sign to each side of their vehicle(s) while conducting the work.

The Contractor to ensure that all persons engaged in the provision of the Services are clearly identified as a representative of the Contractor while performing Services on City premises. All employees will wear high visibility vests and an identification badge while doing the work.

7.0 Vehicle Signal Traffic Control: Guidelines

The legal name and company info, if applicable, must be posted on each vehicle used in performing the Services. Signage must be of an appropriate size and easily visible to the general public.

Driving speed through City parks will be ten (10) km per hour, and the Contractors vehicle must keep to paved pathways and road through the park to avoid damage to parkland and park assets. Amber lights on each vehicle must be used during the course of business in City parks.

8.0 Reports

In addition upon the completion of the Services, the Contractor is to submit to the City an overall report in a excel format that captures the following information;

- Street Locations
- Completed area's
- Upcoming area's to be completed

9.0 Customer Service

The Contractor's personnel are to behave responsibly and show courtesy to the public and the City work crews at all times.

10.0 Clean Up

The Contractor will, at all times, keep the work site areas free from an accumulation of waste material or rubbish caused by the operations in connection with the service. The Contractor to dispose of all debris, trash and unsuitable materials collected under this contract off site. The Contractor is solely responsible for and all damages done on regulations violated in the disposal of waste material.



Schedule A-1 Risk, Health & Safety - Responsibility of Contractor(s)

Schedule A-2 Prime Contractor Designation – Letter of Understanding

Schedule A-3 Parks, Recreation and Culture Department – Integrated Pest Management Policy

Schedule A-4 By-Law No. 17160 – Use of Pesticides on City Lands and On Residential Lands

Schedule A-5 List of Pesticides Excluded from the Pesticide By-Law



SCHEDULE A-1 RISK, HEALTH & SAFETY

Responsibility of Contractor(s)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. Any City of Surrey employee has the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely.

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.

Contractors shall restrict persons invited on the premises to employees only. No families or friends are permitted.

The contractor shall advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

GENERAL SAFETY RULES

Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.

Orderliness and good housekeeping are basic requirements and must be maintained at all times.

Any equipment, which could create a hazard, must be maintained in good condition.

Restricted and controlled products shall be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS.

Contractors shall use a regular system of inspections to detect and correct hazardous conditions, safety violations and unsafe working practices on the job site.

Contractors shall ensure their employees utilize proper safety equipment and clothing as required for job site activities.

Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. confined space entry, lockout, excavations and shoring, etc.

All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.

All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.

Contractors shall not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the City Representative.

Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.



**SCHEDULE A-2
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces:

- 118 (1) In this section:
- “**multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time:
 - “**prime contractor**” means in relation to a multiple-employer workplace,
 - (a) the directing contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no Agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the contractor accepts all responsibilities of a **Prime Contractor** as outlined in the Workers' Compensation Act, and WCB OH&S Regulation.

As a contractor signing this Agreement with the City, you are agreeing that your Company, Management staff, Supervisory staff and workers will comply with the Workers' Compensation Board (WCB) Occupational Health and Safety Regulation and the Workers' Compensation (WC) Act.

Any WCB violation by the Prime Contractor may be considered a breach of agreement resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the **Prime Contractor** for this project.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers' Compensation Act while contracted by the City of Surrey on (*project location*) and will abide by all Workers' Compensation Board Regulation requirements.

Project File No.:

Project Title:

Company:

SCHEDULE A-3
PARKS, RECREATION AND CULTURE DEPARTMENT
INTEGRATED PEST MANAGEMENT POLICY
August 2001

This policy provides guidelines that will help to maintain and enhance the functionality, safe use, enjoyment and aesthetic beauty of the City's natural and developed parks. Integrated pest management (IPM) prevents and suppresses pests to acceptable levels effectively, economically and in an environmentally sound manner.

The Parks, Recreation and Culture Department of the City is committed to managing vegetation and pest problems using IPM principles that will:

- use an ecological approach
- minimize risk to human health and the environment
- minimize the use of pesticides
- consider community values in establishing maintenance standards for City lands
- include long-term benefits when determining cost-effectiveness

The City is also committed to reviewing the implementation and ongoing success of its Integrated Pest Management Policy with City stakeholders¹ on an annual basis.

IPM PRINCIPLES

The following principles are the basis of an IPM program:

- prevention is the foundation of an IPM program
- healthy ecosystems are less likely to have pest problems
- choose the right plant for the right place
- growing healthy plants is the best method of prevention
- do not plant monocultures; plant diversity results in fewer pest outbreaks
- when problems occur treat the cause, not the symptoms
- accurate problem diagnosis is essential
- it is not desirable to eliminate the pests; it is only necessary to keep pest numbers down to non-damaging levels
- pests are suppressed using a combination of techniques (biological, physical, cultural, mechanical, behavioural and chemical)
- chemical pesticides are used only when other options are not feasible or effective
- if it becomes necessary to use pesticides only the least toxic pesticides effective against the pest are chosen for use

POLICY GUIDELINES

This policy provide guidelines for the Parks, Recreation and Culture Department to manage pest problems in natural and developed parks and other City landscapes safely and effectively in ways which minimize pesticide use while maintaining pests at acceptable levels.

I. INTEGRATED PEST MANAGEMENT

- a. IPM principles will be used when maintaining parks and other public lands.
- b. IPM principles will be used in the design and construction of new landscapes and recreational areas.
- c. Pests will be controlled only when they exceed acceptable levels. Community values will be considered when establishing these levels. Tolerance levels for common pests will be developed in consultation with an adhoc IPM Advisory Committee. This committee may include representatives from the stakeholder organizations listed in the footnote on the preceding page.
- d. Safeguarding human health, the environment and non-target organisms will be the primary considerations when developing pest management strategies and pest tolerance levels.
- e. Pest problems will be controlled using a combination of cultural, physical, mechanical, biological, legal and chemical treatments in order to suppress pests to acceptable levels.
- f. Non-chemical methods of pest control will be given priority when dealing with pest problems.
- g. Chemical methods will be implemented only when other options are not feasible or effective. The least-toxic pesticide that effectively controls the pest will be selected and applied. Least-toxic pesticides generally have short residual effects and/or specifically affect target pests. They are:
 - i. least hazardous to human health
 - ii. least disruptive to beneficial organisms
 - iii. least toxic to non-target organisms
 - iv. least damaging to the general environment
- h. These “preferred” pesticides include insecticidal and herbicidal soaps, horticultural oils, lime sulfur, biological pesticides such as Btk, etc.
- i. Training and educational opportunities for City staff involved with the IPM activities will be provided in order to keep up-to-date on the latest IPM developments.
- j. Information on IPM will be provided to the general public in order to encourage the use of non-toxic pest management strategies on private lands.
- k. Federal and provincial pesticide and pest management legislation will be complied with at all times. Noxious weeds and invasive plants will be controlled using IPM strategies and in accordance with existing legislation.
- l. The City will work cooperatively with federal and provincial governments to eradicate introduced exotic pests such as gypsy moth, using the most effective and safe methods available.

II. APPLICATION OF PESTICIDES

- a. Application of pesticides will be in accordance with IPM principles.
- b. All person applying pesticides on city lands will be trained and equipped to safely and effectively apply pesticides.
- c. All persons involved in applying pesticides on City lands will hold a five-year Ministry of Water, Land & Air Protection (MWLAP) pesticide applicator's certificate in the "Appropriate Category".
- d. Pesticides will be applied during periods of lowest public activity whenever possible.
- e. Pesticides will not be applied when children are present at the location being treated.
- f. Public areas will be posted with notices stating where and when pesticide treatments are planned, as per MWLAP guidelines.
- g. Public areas will be posted with notices after pesticide treatments have occurred providing details on timing and product used, as per MWLAP guidelines.
- h. Pesticide application techniques and equipment will be used that are specifically designed to prevent pesticide drift.
- i. Pesticide applications will not be conducted when wind speeds are greater than 8 km/hour if pesticide drift is a possibility.
- j. Pesticide application equipment will be calibrated on a regular basis to ensure accurate, effective pesticide applications and avoid pesticide disposal problems.
- k. Backflow prevention devices must be used when filling spray tanks to prevent contamination of water supplies.
- l. Disposal of rinse water, excess pesticides and empty pesticide containers will be carried out in strict adherence to MWLAP requirements.
- m. Water bodies and riparian zones will be protected from pesticide contamination by the use of pesticide free zones and buffer zones that comply with MWLAP requirements and guidelines.
- n. All pesticide applications will be made in strict compliance with label instructions.
- o. Detailed written records will be kept of all pesticide applications, including name of the applicator, name and quantity of the chemical used, target pest, location, size of area sprayed, weather conditions and treatment efficacy based on follow-up inspections of treatment area. In cases where the pesticides are applied by contractors, these records will be completed by them and supplied to the City.

III. PESTICIDE SAFETY AND STORAGE

- a. Protective clothing and equipment will be used when mixing, loading and applying pesticides, as per pesticide labels and MWLAP guidelines.
- b. Pesticide spills will be dealt with immediately, according to MWLAP guidelines. A pesticide spill kit will be available at all times during pesticide transportation, mixing, loading and during application of pesticides. A pesticide spill kit will be available in all pesticide storage areas.
- c. Pesticides and application equipment will not be left unsupervised at any time during spray operations unless they are locked in secure areas.
- d. When not in use, pesticides and pesticide application equipment will be stored in locked storage areas that meet MWLAP guidelines.

Equipment will be inspected prior to use and defective equipment will be repaired or disposed of immediately. Equipment will be cleaned and maintained according to manufacturer's recommendations and MWLAP guidelines.

SCHEDULE A-4

CITY OF SURREY

BY-LAW NO. 17160

A by-law to control the use of pesticides on City Lands
and on Residential Lands.

Amended by By-law: 17346; 01/24/11

THIS IS A CONSOLIDATED BY-LAW PREPARED BY THE CITY OF SURREY FOR CONVENIENCE ONLY. THE CITY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS CONSOLIDATION IS CURRENT. IT IS THE RESPONSIBILITY OF THE PERSON USING THIS CONSOLIDATION TO ENSURE THAT IT ACCURATELY REFLECTS CURRENT BY-LAW PROVISIONS.

WHEREAS the Council of the City of Surrey deems it expedient to regulate the use of pesticides for non-essential purposes within the City of Surrey; and

WHEREAS the *Community Charter*, S.B.C. 2003, c. 26, as amended, provides that a municipality may subject to certain limitations pass a by-law regulating the use of pesticides;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1. In this By-law:
 - “**Agricultural Land**” means land that is classified as a farm under the *Assessment Act*, R.S.B.C. 1996, c.20;
 - “**Agriculture**” means any activity carried out on Agricultural Land that falls within the definition of “farm operation” in the *Farm Practices Protection (Right to Farm) Act*, R.S.B.C. 1996, c.131;
 - “**Certified Applicator**” means a person who holds a valid pesticide applicator certificate issued by the Province of British Columbia.

“Hard Landscape” means any constructed surface typically used for landscaping such as asphalt, concrete, rocks, gravel, treated wood or brick pavers;

“Infestation” means the presence of a Pest in numbers or under conditions that involves an immediate risk of damage to property or significant financial loss in respect of the use of property;

“Non-essential” means the use of a Pesticide for an aesthetic pursuit;

“Noxious Weed” means a weed that has been designated as Noxious under the Weed Control Regulation of the *Weed Control Act*, R.S.B.C. 1996, c 487;

“Permitted Pesticide” means a Pesticide listed in Schedule 2 of the Integrated Pest Management Regulation of the *Integrated Pest Management Act*, S.B.C 2003, c 58;

“Pest” means an injurious, noxious or troublesome living organism, but does not include a virus, bacteria, fungus, or internal parasite that exists on or in humans or animals;

“Pesticide” means a micro-organism or material that is represented, sold, used or intended to be used to prevent, destroy, repel or mitigate a Pest, and includes:

(a) a plant growth regulator, plant defoliator or plant desiccant;

(b) a control product as defined in the *Pest Control Products Act* R.S.C. 2002, c. 28;

“Public Lands” means lands vested in, owned by or controlled by the City of Surrey;

“Private Lands” means lands designated as a separate and distinct parcel on a legally recorded subdivision plan or deed filed in the records of the Land Title Office that:

(a) are zoned single family or multiple family residential under Surrey Zoning By-law, 1993, No. 12000 and contain one (1) or more dwelling units; or

(b) Contain one (1) or more dwelling units located in a manufactured home park,

and in this definition the terms “dwelling unit” and “manufactured home park” shall have the same meaning as in Surrey Zoning By-law, 1993, No. 12000, as may be amended from time to time;

“Sensitive Ecosystem” means Private Lands or Public Lands with one or more of the following characteristics:

- (a) areas or landscape features of Private Lands identified in a City of Surrey plan, map or zoning bylaw as environmentally sensitive, environmentally significant, environmental protection area, development permit area for protection of the environment, or other similar purpose that is compatible with the conservation of ecological features and functions of the site; or
 - (b) portions for areas of Public Lands designated or managed by the City for the conservation of ecological features and functions.
2. Except as permitted in this By-law, no person shall apply a Pesticide on outdoor trees, shrubs, flowers, other ornamental plants, and turf on Public Lands or Private Lands within the City of Surrey.
3. Section 2 of this By-law shall not apply to the application of a Pesticide used for:
- (a) Agriculture and any other form of crop production on Agricultural Land;
 - (b) controlling a Pest on the residential portion of Agricultural Land;
 - (c) forestry operations;
 - (d) controlling or destroying a Noxious Weed;
 - (e) controlling a Pest on buildings or structures, or inside buildings or structures;
 - (f) low environmental and human health impact Pest control treatment with a Permitted Pesticide;
 - (g) managing of outbreaks of an introduced invasive exotic or foreign Pest;
 - (h) managing of Pests that threaten Sensitive Ecosystems;
 - (i) preventing the deterioration of hard landscapes;
 - (j) purifying water used for human or animal consumption; and
 - (k) responding to human or animal health issues.
4. Despite Section 2, a Pesticide may be applied to Private Lands or Public Lands for:
- (a) controlling or destroying a Pest which has caused an Infestation; or
 - (b) ensuring the safety of pedestrian surfaces or sport surfaces,

provided that the application of the Pesticide is carried out by a Certified Applicator and by no other person.

5. Every person who violates any of the provisions of the By-law or who suffers or permits any act or thing to be done in contravention of this By-law or who neglects to do or refrains from doing any act or thing which violates any of the provision of this By-law shall be liable to the penalties hereby imposed and each day that such violation is permitted to exist shall constitute a separate offence.
6. Any person who violates any of the provisions of this By-law shall, upon summary conviction, be liable to a penalty of not less than \$100 and not more than \$10,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding six (6) months, or both.
7. This By-law may be cited as "Surrey Pesticide Use Control By-law, 2010, No. 17160".

PASSED THREE READINGS on the 12th day of April, 2010.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 3rd day of May, 2010.

_____ MAYOR

_____ CLERK

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SCHEDULE A-5
LIST OF PESTICIDES EXCLUDED FROM THE PESTICIDE BYLAW

To understand this list, you must be able to read the label on the pesticide container. The following types of products are permitted to be used:

- Anti-fouling paints
- *Bacillus thuringiensis* (Bt) (a naturally occurring bacteria for caterpillar control)
- Bait insecticides, whereby the bait is enclosed by the manufacturer in a plastic or metal container made in a way that prevents or minimizes access to the bait by humans or animals; (e.g. ant baits)
- Borax (anti fungal compound)
- Bordeaux mixture and other sulphur compounds (fungal control)
- Capsaicin (extract from chilli peppers, control for squirrels and other mammals)
- Deodorizers
- Diatomaceous earth
- Ferric phosphate (for slug and snail control)
- Injected tree treatments
- Insecticidal soaps
- Mineral oils used for insect or mite control
- Nematodes used for insect control
- Pesticides used in aerosol containers (e.g. wasp bombs)
- Pheromones used in conjunction with insect traps
- Pruning paint
- Pyrethrum and phenothrin (naturally occurring product used for insect control)
- Rodenticides (for rat, mouse and mole control)
- Rotenone (insecticide and used in fish management)
- Ferrous sulphate (moss control)



SCHEDULE B - QUOTATION

RFQ Title: Tree Well Maintenance

RFQ No: 1220-040-2014-010

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

To: City Representative:
Richard D. Oppelt, Purchasing Manager
at the following location:

<u>Hand Deliver / Courier</u> Address: City of Surrey (New City Hall) Main Reception Counter – Ground Floor 13450 104 Ave, Surrey, BC Canada, V3T 1V8	<u>By Fax / Email</u> Fax: 604-599-0956 Email for PDF Files: purchasing@surrey.ca
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1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into the Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:

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

Workers' Compensation Registration Number: _____;

- (b) Prime contractor qualified coordinator is Name: _____

and Contact Number: _____;

- (c) Insurance coverage for the amounts required in the 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 see [Standard Certificate of Insurance](#);

- (d) City of Surrey business license Number: _____;

- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and

- (f) If the Contractor 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 Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s) / Alternative(s)

SECTION B-2

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

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.

Item #	Item Name	Unit Price
1.	Park Trees:	
a.	Hard Surface	\$ _____
b.	Soft Surface	\$ _____
2.	Street Trees:	
a.	Hard surface	\$ _____
b.	Soft surface	\$ _____
	Note: Overheads, General Conditions and Profit are to be included in the above amounts.	
CURRENCY: Canadian		

SECTION B-3

Time Schedule:

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

MILESTONE DATES _____

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

SECTION B-4

Key Personnel & Sub-Contractors:

10. Contractor to provide information on the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____

11. Contractor should provide the following information on the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description Of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

SECTION B-5

Experience and References:

12. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

13. Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion:

14. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2014). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

- END OF PAGE and SECTION -

15. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 201__.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this _____ day of _____, 201__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)