



REQUEST FOR QUOTATIONS

Title: SNOW AND ICE CONTROL SERVICES
VARIOUS CIVIC FACILITIES

Reference No.: 1220-040-2014-035

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, to also include goods, services or terms that exceed the minimum requirements.

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: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue Surrey, B.C., Canada V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **October 15th, 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 RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2014-035

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 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.

15. MULTIPLE PREFERRED CONTRACTOR

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more preferred Contractor(s) to enter into discussions with the City for one or more contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: **Snow and Ice Control Services
Various Civic Facilities**

Reference No.: 1220-040-2014-035

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Snow Removal Services – Various Civic Facilities

THIS AGREEMENT dated for reference this ____ day of _____, 201_.

RFQ #1220-040-2014-035

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(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) "**Calendar Year**" means the time period from January 1st to December 31st;
- (c) "**City**" means the City of Surrey;
- (d) "**Contractor**" means a contractor who is providing Goods and Services under this Agreement;
- (f) "**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;
- (g) "**Goods**" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) "**Indemnitees**" has the meaning described in Section 11.2;

- (i) **“RFQ”** means the Request for Quotations;
- (j) **“Services”** means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) **“Term”** has the meaning described in Section 3.1; and
- (l) **“Year of the Term”** as used herein shall mean each twelve-month period commencing on (START DATE).

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, to Attachment 1.

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, to Attachment 1. 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 Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

3.2 The City may at any time prior to 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 four (4) separate one (1) year terms. 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

5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees 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.

5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

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 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 <☐ insert purchase order or contract reference 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.

- 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 Contractor for completion.

Submit Invoices by Email:

If the Contractor chooses to submit by email, the Contractor must submit the Invoice(s) electronically in a single pdf file (2Mb Maximum) to the City by email at: surreyinvoices@surrey.ca

Submit Invoices by Hard Copy:

Invoices will be submitted by the Contractor by mail to:

Name: _____
Address: _____

- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 The Contractor will prepare and maintain proper records related to the delivery of the Goods and Services, including records. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete.
- 6.8 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 provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and 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 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 Services performed under sub-contract and incorporate the 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 Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 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 complete the Goods and 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, broad form loss of use, 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 sub-contractors 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 delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services 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 or Services 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 Goods or Services. 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 deliver the Goods or perform the Services by the 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 delivery or performance, 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 delivery or performance.

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:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (e) 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 Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and 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 Goods and 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 Goods and 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 the Schedules and 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 shall be signed by a person authorized to sign on behalf of the Contractor.

28.2 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

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)

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)

SCHEDULE A

SNOW AND ICE CONTROL SERVICES FOR - VARIOUS CITY FACILITIES

1. DESCRIPTION OF SERVICES

The City invites Quotations from experienced and qualified snow and ice control service providers for the provision of everything required including all skilled labour, tools, materials, equipment for snow and ice control services (the “Services”) and any other requirements at various City Facilities. Snow and ice control services will include all parking lot and pedestrian hard surface areas associated with a given facility unless otherwise indicated by the coordinator.

The Contractor to be available as required on a 24 hours per day, 7 days a week basis for the duration of the snow season. The Contractor must give the City top priority in response to demands for service.

The City will appoint snow & ice coordinators who will be the point of contact for implementation of the snow and ice management program. The snow & ice coordinators will deploy Contractors and provide directions regarding site priorities, which can be dynamic as a number of City facilities are event-based and subject to bookings.

Depending on the nature and scale of the winter conditions, snow stock piles may need to be relocated or moved off site.

2. SCOPE

(a) Snow Removal Services

There are many things to consider for snow removal, for example time of day or night, forecast, temperatures, potential accumulation etc. Once the Contractor has been activated they will arrive on site and start clearing the paved areas as per the detailed maps that will be provided to the Contractor.

Stockpiles of snow must not be placed on top of drainage points, such as catch basins. Catch basins have been identified on the attached maps (small red circles) for larger sites.

Wherever possible, snow stockpiles should be located on grass areas to facilitate dissipation of melting snow. If stockpiling within the hard surface areas, the piles shall be located at or near the lowest elevation points, to avoid sheeting of melting snow across hard surface areas.

The first priority at any given site is emergency exits and handicap access (parking stalls, ramps, etc.). Additional priorities will be provided by the coordinator and may vary weekly.

Site specific circumstances and requirements will be determined by the snow & ice coordinator and will be communicated to the Contractor at and during the time of deployment.

(b) Ice Control Services

The Contractor will apply environmentally friendly ice melting products to all areas. Environmentally friendly products shall be used in accordance with the manufacture specifications. If it is not possible to use an environmentally friendly product then the Contractor shall use sand or a salt/sand mixture.

Ice and or slippery conditions can occur anytime the temperature reaches freezing. Pedestrian hard surface areas will be maintained ice-free during the times when City staff and the public require access to a given facility. Preventative measures should be put in place when this happens. This includes a site inspection to identify hazardous areas followed by application of ice melt, salt etc. Areas to concentrate on are main entrance, walkways, hi traffic areas, wet or sloped areas and areas that are known to be slippery. A priority map will be provided to the Contractor upon award.

3. CONTRACTOR PERFORMANCE STANDARDS

The following performance standards identifies the minimum requirements the Contractor shall provide and complete.

1. All the Contractors personnel engaged in the Services shall be informed of their specific duties and shall be properly trained and knowledgeable of the required Services. The entire Contractors operators shall become familiar with sidewalks and designated walkways.
2. The Contractor shall report all vehicle accident or property damage to the City.
3. All vehicles and equipment are to be operated in a safe manner, and to be respectful and aware at all times of the users of the sidewalks.
4. The Contractor shall perform work in a manner that does not provide any unsafe or dangerous situation to visitors, pedestrians and adjacent properties, etc.

4. SPECIALIZED SNOW AND ICE CONTROL SERVICES

The City have committed to providing the framework to ensure that visitors to our facilities have safe access entering and exiting the building in the event of ice or snow, and to reduce any incidents that may result from snowy or slippery conditions. The City has sites that may require the Contractor to take extra care and diligence while providing services.

The City requires the Contractor to provide a detailed outline of the methodology which will be applied for snow and ice control at the City Hall Plaza site. This site has interlocking concrete pavers which require specialized snow and ice control services and cannot be cleared using the standard sand/salt mix or plow vehicle/machine.

5. PRE-SEASONAL PREPARATIONS

Prior to snow season, the Contractor shall meet with various City representatives to review the various push paths and accumulation areas to consider the safety concerns with respect to equipment travel paths and visible traffic related sight lines. Any areas of newly placed concrete should also be discussed.

Prior to November 1, the Contractor should provide written documentation that employees of the Contractor (including any sub-contractors) providing services have been trained in the application method of snow and ice control products and any equipment that they will operate.

Prior to November 1, the Contractor will provide a list of contact numbers and an escalation process in the event of a storm or a response is lacking. The escalation procedure must, at a minimum provide access to an agreed upon "high management" level representative. Access through an answering service is unacceptable. The contact information shall provide emergency access that the City can rely on

anytime 24 hours per day, seven days a week. A contingency plan shall also be provided if equipment breakdowns occur or unusual conditions occur.

The Contractor's on-site supervisor shall also attend any meetings relating to any of the above referenced items. The on-site supervisor shall have the ability to communicate effectively with the City's representative.

The Contractor is to meet with the City annually in the fall to review the snow and ice control services responsibilities, service equipment and ensure that all required items are in inventory.

6. MATERIALS, LABOUR AND EQUIPMENT

MATERIALS

The Contractor shall furnish and pay for and maintain an adequate inventory of all snow and ice treatment materials (ie sand/salt mix, or other) to be used in the maintenance of assigned areas. There will be specific areas that are not to be treated. The coordinator will provide a detailed plan of areas that are not to be treated such as arena zamboni entrances etc.

LABOUR

It shall be the Contractors responsibility to ensure that the snow and ice control crews are on-site for a storm, acceptable response time is 45 minutes (with the exception of package 6 RCMP wherein response will be priority). The Contractors shall be in communication with the City representative prior to the start of any forecasted storm, particularly when ice is probable.

When possible, the Contractor shall plow and remove snow prior to supplying snow and ice treatment materials not counting any pretreatment.

EQUIPMENT

The Contractor shall provide all equipment necessary for the execution of the work. All equipment shall be rubber tired, meet all required regulation for road travel, and be in good condition. Equipment must have back up alarm devices for safety purposes and appropriate running warning, and plow lights. Equipment must be identified with the Contractors name.

All replacement, maintenance and repair costs related to the Contractors equipment shall be borne by the Contractor.

7. AREAS TO BE COVERED

The Contractor shall perform work such that physical restrictions, noise, dust and other interferences shall not interfere with daily functions of the work site. On-site parking will be for loading and unloading purposes only.

The Contractor shall ensure all necessary precautions to protect adjacent or proximate sites, utilities, and services against damage during the performance of the work. The Contractor will be fully responsible for, repair and remedy, at no expense to the City or property owner, any damage or disruption caused by the

Contractor. The Contractor to ensure all safety and care is taken when performing services for pedestrian traffic and vehicles trying to get into the facilities.

The following are the basic components of the Services. The Services shall consist of, but not necessarily be limited to, performing the following tasks where specified:

1. Parking Lot Clearing – the first area to be cleared is the access in & out (the main road). Then the lot should be cleared from the area closest to the building first and proceed away from the facility. Snow should be piled in locations at the perimeter of the lot, and not on top of a parking lot drain. Parking lot clearing can be done by grater, bobcat, and truck with blade or an ATV with a blade (smaller areas) unless specialized cleaning is required.
2. Parking Lot Sanding – following the clearing of the snow the lot needs to be sanded (other materials can be used as well). This is best to be done by the person that has done the clearing, although it may require a different vehicle. In the event that cannot be done by the person who has done the clearing, it can be done by using ice melt and a fertilizer spreader.
3. Sidewalk Clearing – this can be done with a shovel or a snow blower (if available). The first priority will be the main access route from the parking area to the facility. Secondary routes can be done after the main access routes have been completed. If it is snowing hard the main routes may have to be done on a continuous basis. Sidewalk cleaning may not be required at all sites, the coordinator will identify the sites the Service is required.
4. Sidewalk Sanding – after clearing the sidewalk de-ice should be applied. This can be done by hand (with a glove on as per WHMIS) or by using the fertilizer spreader. Stairs and slopes should be covered thoroughly.

Priorities – Entrances and sidewalks

- 1) Main entrance and sidewalks – the entrance should be cleared and de-iced first
- 2) Secondary Sidewalks – other sidewalks can be prioritized based on their volume of traffic and whether or not they are sloped, in shade etc.

Priorities – Parking Lots

- 1) Main access route in & out
- 2) Parking spaces cleared and de-iced, starting with stalls closest to the facility. This may require being done by hand (manually) if the parking lot clearing crew has not arrived
- 3) Parking spaces further away from facility

8. NO GUARANTEE OF WORK

The Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Services are not ordered. The parties agree that the City may not place any orders for Services with the Contractor for the duration of the term of the

Agreement. The parties agree that the City may purchase identical or similar Services from any other source.

9. NOTIFICATION AND RESPONSE TIME

The Contractor shall meet a response time of 30-45 minutes from the time of notification. (with the exception of package 6 RCMP wherein response will be priority).

Response needs to be sufficient to maintain passable movements. Additional personnel and equipment may be required during heavy snow fall to maintain accessibility to facilities operation.

10. QUALITY CONTROL

A quality control plan should be submitted by the Contractor at a minimum, this should include a checklist of all areas to be done with an itemized list of entrance, doorways, sidewalk areas, etc.

At the end of each event the Contractor's on-site supervisor shall submit a copy of the quality control sheet verifying that the work is completed. The facility representative will confirm that the work was completed. The Contractor shall maintain full and verifiable records including invoices and other information pertinent to the work (eg arrival and departure times, areas treated and weather conditions).



SCHEDULE B - QUOTATION

RFQ Title: **Snow and Ice Control Services – Various Civic Facilities**

RFQ No: 1220-040-2014-035

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue Surrey, B.C., Canada, V3T 1V8

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

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 that 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)

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-2
Fees and Payments

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

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 1 -Cloverdale		Cost/Service	Cost/Service	Cost/Service	Cost/Service
Cloverdale Community Hall 18513 - 70 Avenue - Clayton Hall	for facility bookings only				
Cloverdale Ball Park Fieldhouse 17333 - 61A Avenue	weekdays only, child daycare services				
Cloverdale Museum 17710-56A	daily				
Cloverdale Museum Admin & Archives 17671 - 56th Avenue	weekdays				
Port Kells Community Hall 18918 - 88th Avenue	for facility bookings only				
Cloverdale Curling Rink 6090 - 176th Street	as required				
Cloverdale Mini Rec Centre 17636 - 58 Avenue	weekdays only, child daycare services				
Cloverdale Library 5642 - 176A Street	9am-9pm Mon-Thu, 9am - 5pm on Fridays & Saturdays. Open 12noon - 5pm on Sundays				
Cloverdale Ice Arena 6090 - 176th Street	daily				
Cloverdale Seniors Centre 6188 - 176th Street	daily				
Cloverdale Recreation Centre 6188 - 176th Street	daily				
Don Christian Recreation Centre 6220 - 184th Street	daily				
Surrey Animal Shelter 17944 Colebrook Road	daily				
Port Kells Library 18895 - 88 ave	10am- 5pm on Tues, 1pm-8pm on Wed, 1pm-5pm on Thurs/Fri, 12pm - 5pm on Sat. Closed on Sun. and Mon.				

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 2 - North Surrey West		Cost/Service	Cost/Service	Cost/Service	Cost/Service
Chuck Bailey Recreation Centre 13458 107A Ave	daily				
Bridgeview Community Hall 11475 - 126A Street	for facility bookings only				
North Surrey Rec Centre Parking Lot A 10275 - 135th Street	daily				
North Surrey Rec Centre Parking Lot B 10275 - 135th Street	daily				
North Surrey Rec Centre Parking Lot C 10275 - 135th Street	daily				
North Surrey Rec Centre Arena/Pool 10275 - 135th Street	daily				
City Hall / City Centre Library 13450 – 104 Ave	8am-9pm Mon-Fri, (Libraries only 9am - 5pm on Saturdays. Open 12noon - 5pm on Sundays)				
City Centre Library Gravel Parking Lot University Drive and 103 Ave	daily				
George Kennedy Heritage House 9948 - 123A Street					

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 3 – North Surrey East					
Fleetwood Community Centre/Library 15996 - 84th Avenue	9am-9pm Mon-Fri, 9am - 5pm on Saturdays. Open 12noon - 5pm on Sundays				
Surrey Sport and Leisure Complex 16600 Fraser Highway	daily				
Surrey Sport & Leisure Complex Arena #110 - 16555 Fraser Highway	daily				
Fraser Heights Rec Centre 10588-160th	daily				
Guildford Recreational Centre/Library 15105 - 105th Avenue	daily				

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 4 - Newton					
Newton Athletic Pavilion 12755 - 74th Avenue	as required				
Newton Youth Centre 13355 - 68th Avenue	daily				
Bear Creek Park Arts Centre 13750 - 88th Avenue	daily				
Newton Library 13795 - 70th Ave.	Libraries are Open: 9am-9pm Mon-Thu, 9am - 5pm on Fridays & Saturdays. Open 12noon - 5pm on Sundays				
Newton Comm. Hall/Arena/Pool Complex 13717 - 71st St	daily				
Newton Seniors Centre 13775 - 70th Avenue	daily				
City Hall Complex	daily				
Old City Hall Complex / North Annex	daily				

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 5 - South Surrey					
Elgin Heritage Park - Heritage Service Fac. 13723 Crescent Road	daily				
Elgin Community Hall 14250 Crescent Road	for facility bookings only				
Elgin Rec Centre 3530 - 144th Street	child daycare services (week days)				
Beecher Place/ Crescent Beach Comfort 12160 Beecher Street	for facility bookings only				
Cranley Drive Senior Citizens Centre/Hall 2141 Cranley Drive	for facility bookings only				
Sunnyside Hall (Bakerview Park) 1845 154St.	for facility bookings only				
South Surrey Rotary Fieldhouse 21A & 146 - inside SSAP	for facility bookings only				
Meridian Centre 2040 -1 50thStreet	daycare facility (morning drop off and afternoon pickup) Mon-Fri				
SS Indoor Pool 14655 - 17th Avenue	daily,				
South Surrey Rec Centre 14601 - 20th Avenue	daily				
South Surrey Arena 2199 and 2201 - 148th Street	daily				
Ocean Park Library 12854 - 17 Avenue	Libraries are Open: 9am-9pm Mon-Thu, 9am - 5pm on Fridays & Saturdays. Open 12noon - 5pm on Sundays				
Kensington Prairie Community Centre 16824 - 32 Avenue Surrey, BC					
Grandview Heights Aquatic Centre (2015)	**To be active in 2015**				
Kwomais Point Park 1367 – 128 Street					

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 6 – Surrey RCMP					
Main Detachment and Annex Buildings 14355 - 57 Avenue	24 hours / 7 days a week				
District 1: City Centre/Whalley 10720 King George Boulevard	24 hours / 7 days a week				
District 2: Guildford/Fleetwood 10395 - 148 Street	24 hours / 7 days a week				
District 4: Cloverdale/Port Kells 5732 – 176A Street	24 hours / 7 days a week				
District 5: South Surrey 1815 - 152 Street	24 hours / 7 days a week				

Location	Hours of Operation and Site Specific Details	Weekdays 6am - 6:00pm Snow Removal	Weekdays 6am - 6:00pm Ice Control	Weekends, Holidays, Afterhours Snow removal	Weekends, Holidays, Afterhours Ice Control
Package 7 – Surrey City Hall Plaza					
City Centre Plaza 13450 – 104 Avenue	Daily				

On-Demand Emergency/After Hours Service Contact Information				
Working Hours	Contact Person(s)	Phone No.	Fax No.	Email
During Normal Working Hours				
Outside of Normal Working Hours				
Emergency Contact				

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	Hourly Rate
	CALLOUT RATES	
	Bob Cat/Including Operator	\$ _____ Per Hour
	Blade/Salter Truck/Including Operator	\$ _____ Per Hour
	Wheel Loader/Including Operator	\$ _____ Per Hour
	Hand Shoveling/Salting Crew	\$ _____ Per Hour
	Note: Overheads, General Conditions and Profit are to be included in the above amounts.	
	CURRENCY: Canadian	

SECTION B-3

Time Schedule:

- 10. Contractors should 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:

- 11. Contractor should 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: _____

24/7 Emergency Contact Information:

Name: _____
Cellphone: _____
Email: _____

Emergency Response Time: _____

Main Contact Information:

Name: _____
Phone: _____
Cellphone: _____

Billing Contact Information:

Name: _____
Phone: _____
Cellphone: _____

12. 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

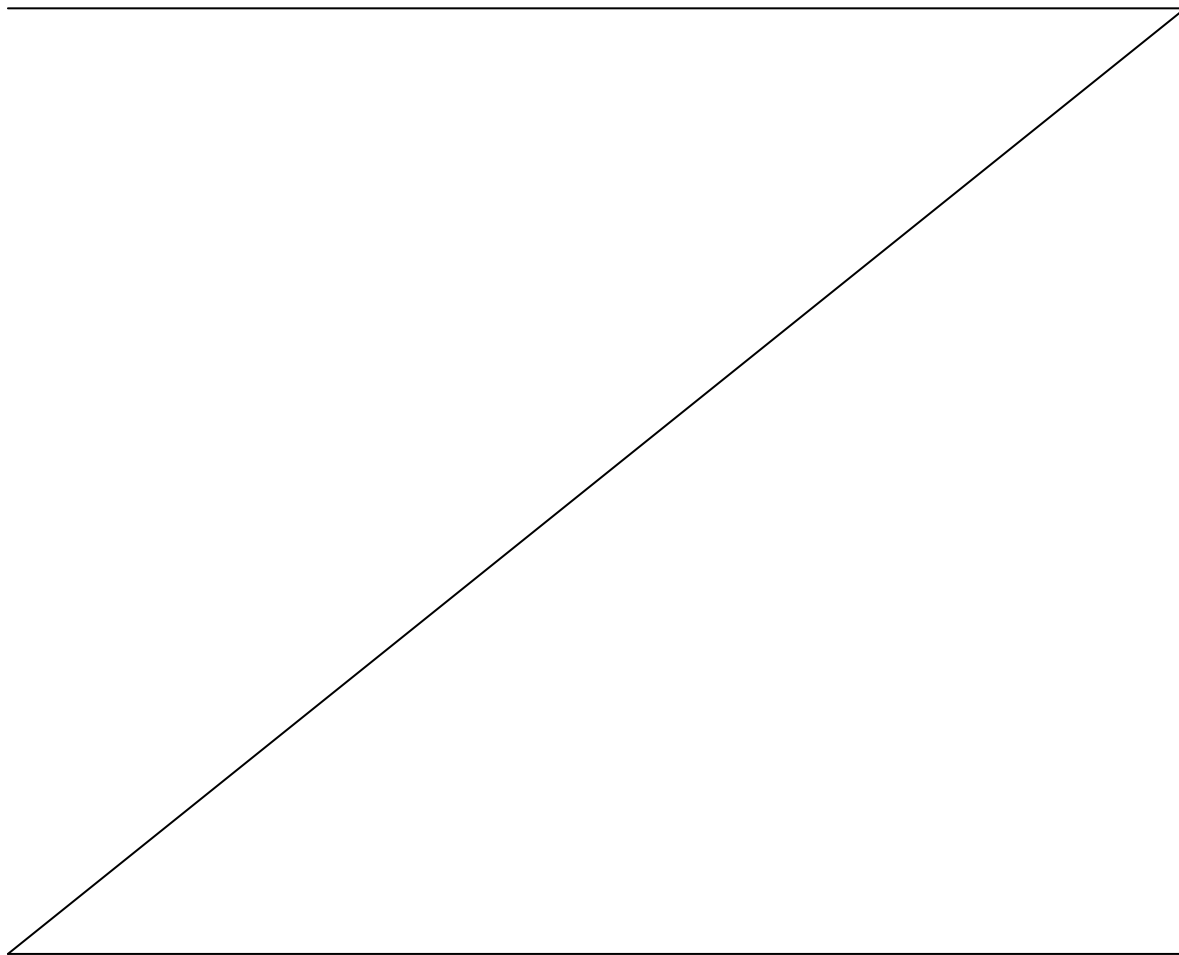
Experience and References:

13. 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):

14. Contractor's relevant 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.

15. 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.

16. 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)