



## **REQUEST FOR QUOTATIONS**

**Title: CONSULTANT SERVICES – TREE RISK ASSESSMENT**

**Reference No.: 1220-040-2014-040**

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General 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 "Consultant") 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.

### 2. ADDRESS FOR DELIVERY

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

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

#### (a) Email

If the Consultant chooses to submit by email, the Consultant should submit the Quotation electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto: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, Consultants should phone to confirm receipt. A Consultant bears all risk that the City's equipment functions properly so that the City receives the Quotation.

#### (b) Hard Copy

If the Consultant chooses NOT to submit by email, the Consultant 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, 5<sup>th</sup> Floor West  
13450 – 104 Avenue Surrey, BC, Canada V3T 1V8

### 3. DATE

**The City would prefer to receive Quotations on or before May 23, 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](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2014-040

#### **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](http://www.bcbid.gov.bc.ca) (the “BC Bid Website”) and the City Website at [www.surrey.ca](http://www.surrey.ca) (the “City Website”) that will form a part of this RFQ. It is the responsibility of Consultant 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 Consultant. By delivery of a Quotation, the Consultant 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 Consultants 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 Consultant. 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. CONSULTANT'S EXPENSES**

Consultants 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 Consultant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Consultant 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. CONSULTANT'S QUALIFICATIONS**

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

## **10. CONFLICT OF INTEREST**

A Consultant 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**

Consultants 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 Consultant. All Quotations will be held in confidence by the City unless otherwise required by law. Consultants 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 Consultant and include the following:

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

#### **14. MULTIPLE CONSULTANTS**

The City reserves the right and discretion to divide up the Goods and Services, either by quality and price or other basis as the City may decide, and to select one or more preferred Consultants to enter into discussions with the City for one or more agreements to provide 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.

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 Goods and Services and entering into one or more agreements with one or more Consultants.

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title: CONSULTANT SERVICES – TREE RISK ASSESSMENT**

**Reference No.: 1220-040-2014-040**

**FOR THE SUPPLY OF GOODS AND SERVICES**

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## DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **Consultant Services – Tree Risk Assessment**

**THIS AGREEMENT** dated for reference this \_\_\_\_ day of \_\_\_\_\_, 201\_.

RFQ #1220-040-2014-040

### BETWEEN:

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

### AND:

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Consultant)*

(the "**Consultant**")

**WHEREAS** the City wishes to engage the Consultant to provide Goods and Services and the Consultant 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 Consultant 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) "**Consultant**" 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 Consultant 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, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (g) **"Indemnitees"** 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, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) **"Term"** has the meaning described in Section 3.1.

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 Consultant 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 Consultant, 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 Consultant according to the rates set out in Section B-2, to Attachment 1.

2.3 The Consultant 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 Consultant 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 Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

- 2.5 The Consultant 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 Consultant's failure to meet this condition, the Consultant 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 Consultant will be liable for any and all expenses or losses incurred by the City resulting from such failure.

### **3. TERM**

- 3.1 The Consultant 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 thirty (30) days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed two (2) separate one-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 AND DISBURSEMENTS**

- 5.1 The City will pay the Fees and Disbursements to the Consultant 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 Consultant 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 Consultant 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 Consultant's name, address and telephone number, the City's purchase order number <☐ insert purchase order or contract reference number> , the Consultant's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant 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 Consultant 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 Consultant.
- 6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City, if applicable.
- 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 Consultant is in any manner released from its obligation to comply with this Agreement.
- 6.5 Payments to Consultants can be made through Electronic Funds Transfer (EFT), directly into the Consultant's bank account. An EFT application form can be provided to the successful Contactor for completion.

**Submit Invoices by Email:**

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

**Submit Invoices by Hard Copy:**

Invoices will be submitted by the Consultant 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 If the Consultant is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Consultant; or
  - (b) the amount required under applicable tax legislation.

**7. USE OF WORK PRODUCT**

- 7.1 The Consultant 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 Consultant. This section does not give the City the right to sell any such work

product to any third party and the City may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the work product.

## **8. PERSONNEL AND SUBCONTRACTORS**

- 8.1 The Consultant will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Consultant will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Consultant 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 Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 The Consultant 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 Consultant 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 Consultant 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 Consultant.

## **9. LIMITED AUTHORITY**

- 9.1 The Consultant is not and this Agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Goods and Services. Every vehicle used by the Consultant in the course of providing the Goods and Services shall identify the Consultant by name and telephone number.
- 9.2 The Consultant 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 Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Consultant 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 Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the 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 Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Consultant agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **11. WARRANTIES**

- 11.1 The Consultant 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 Consultant 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 Consultant or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Consultant 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 Consultant within a reasonable time after such discovery, and the Consultant shall then promptly correct such nonconformity at the Consultant's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Consultant'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 Consultant 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 Consultant 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 Consultant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.
- 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 Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than 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 Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and 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) professional errors and omissions liability insurance in an amount not less than one million (\$1,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services;
  - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (d) consultants' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Consultant will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City

as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

- 12.5 The Consultant 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 Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
- 12.6 The Consultant 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 Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

### **13. CITY RESPONSIBILITIES**

- 13.1 The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this Agreement.
- 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 Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Consultant'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 Consultant of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Consultant. 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 Consultant, and may be set off against any payments owing by the City to the Consultant.

14.2 The City may hold back from payments otherwise due to the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant all amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits 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 Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
- (b) If the Consultant is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.

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 Consultant 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 Consultant under this Agreement, and at the completion of the Goods and Services pay to the Consultant any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant 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 Consultant pursuant to this Agreement. The Consultant is to bear all costs including shipping and handling of returned Goods.

## **16. CURING DEFAULTS**

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

## **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 Consultant 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 Consultant. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

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

18.3 The Consultant agrees that it is the prime contractor for the Goods and Services for the purposes of the *Workers Compensation Act*. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B, to Attachment 1, of this Agreement, and the Consultant 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 Consultant in this Agreement, the Consultant 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 Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

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

18.7 The Consultant 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 Consultant 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 Consultant 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](mailto: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 Consultant 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 Consultant from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

## **21. COMPLIANCE**

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

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

### **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 Consultant 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 Consultant by email at the Consultant's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Consultant on transmission. The Consultant 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 Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

## **28. SIGNATURE**

28.1 This Agreement shall be signed by a person authorized to sign on behalf of the Consultant.

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:**

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

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 Consultant.

**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)

**<NAME OF CONSULTANT>**

**I/We have the authority to bind the Consultant.**

\_\_\_\_\_  
(Legal Name of Consultant)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE A

### SPECIFICATIONS OF SERVICES

#### 1. GENERAL INFORMATION

The City of Surrey is requesting quotations from qualified arboriculture consultants to undertake tree risk assessments for trees managed by the Parks Division.

Work will primarily be completing tree risk assessments as part of the Parks Division's annual, scheduled park tree risk assessment program. Additional demand based tree risk assessments may arise through the course of the year.

The trees to be assessed will usually be located within forested areas on park land, although some of the trees may be located on what is classified as City land or Engineering road allowance.

Maps and locations of the trees to be assessed will be provided to the consultant by the City.

Trees requiring aerial inspections will be identified by the consultant and the tree location and information will be forwarded to the City. Aerial inspections will be carried out only after approval by the City.

The City will only pay for actual time worked, exclusive of lunch break. Two paid coffee breaks of 10 minutes is standard practice. **Note: The City will only pay upon arrival at first job site of the day and only up to and upon leaving last job site of the day. This means there will be no 'in and out' travel time charged to the City.** Note: The City will pay for any office time required to process the spatial and tabular data associated with the work.

The work will be awarded on the basis of an evaluation of the Quotation and the qualifications of the Consultant. The Consultant is encouraged to provide as much information as possible to assist the City in evaluating the Consultant's ability to perform the work effectively and efficiently.

The approximate value of the annual work is \$60,000.00.

#### 2. QUALIFICATIONS

##### **Certification & Qualification:**

Consultants providing a Quotation must have the following minimum certifications/qualifications:

- International Society of Arboriculture Certification – minimum of five continuous years of certification before January 1, 2014
- International Society of Arboriculture Certified Tree Risk Assessor (or Tree Risk Assessment Qualification) – minimum of three years of continuous certification before January 1, 2014.

**Experience:**

Consultants must demonstrate that they have been actively conducting tree risk assessments logging a minimum of 1,200 hours of assessment work, and that the experience has been in the Pacific Northwest and inclusive of a wide variety of Northwest native trees.

**3. METHODOLOGY**

For the purpose of this Quotation, the company providing tree risk assessments will be required to perform or provide the following:

- a. Tabular data must be collected and data must be provided to the City using an Excel spreadsheet (see example below for required fields).

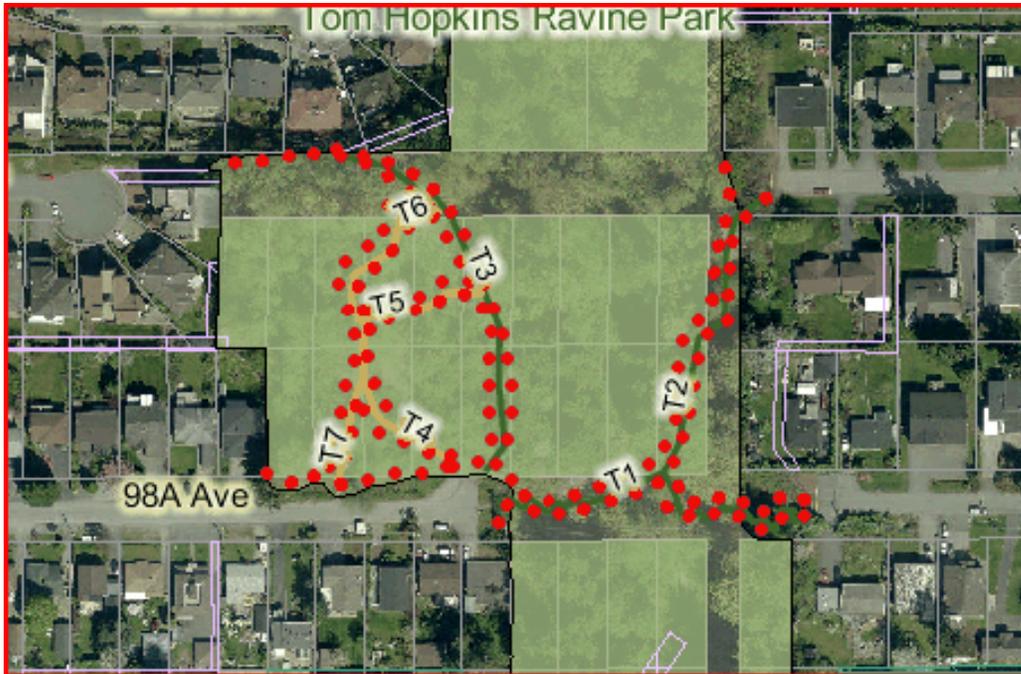
Digital maps showing the tree locations must be provided to the City using current aerial maps from COSMOS.

6358	Hemlock	23	55	Fair	0	Trunk	Decay	Major	4	2	2	8	Remove	Also remove 15cm dead birch 2m west
6359	Alder	17		Poor	30	Trunk	Previous	Severe	5	2	2	9	Remove	Remove ASAP stem has failed and is leaning towards trail
6360	Alder	10	45	Dead/Dy	0	None			4	2	2	8	Remove	
6361	Maple	23	60	Poor	0	Trunk	Cracks/Sp	Major	5	2	2	9	Remove	Also remove dead alder 4m west
6362	Alder	17	41	Dead/Dy	0	None						0	Remove	
6363	Alder	19	43	Dead/Dy	0	None						0	Remove	
6364	Alder	18	50	Dead/Dy	0	None						0	Remove	
6365	Alder	11	28	Dead/Dy	0	None						0	Remove	Also remove dead alder 4m south
6366	Alder	12	40	Dead/Dy	0	None						0	Remove	
6367	Alder	14	28	Dead/Dy	0	None						0	Remove	
6368	Alder	15	21	Dead/Dy	0	None						0	Remove	

- b. For Scheduled Tree Assessments, the City will provide a digital map of the area to be assessed and the consultant will transcribe onto the map any trees that require abatement work. Refer to the map directly below.

The red dots on the map indicate the extent of the area in the forest (not individual trees) to be assessed. Any trees in that area that could fail and strike the trail would need to be assessed.

For Demand Tree Assessments, the City will provide a digital map of the area showing the highlighted area that requires assessment.



The yellow dots with numbers on the map below indicate the location of the individual trees that require abatement work; this map will be submitted to the City by the consultant along with the tabular information above.



- c. Only trees that will have abatement work will have a tree tag affixed to the tree. The numbers on the map will correspond to a numbered tree tag that the consultant will affix to the tree with a small one inch nail. The consultant will also mark the tree with spray paint. Tree tags will be provided by the City, tree paint will be provided by the consultant.
- d. The consultant will download and email the tabular and spatial (map) information to the City.

- e. The City will contract the abatement work to a qualified tree service company. The tree service company will remove the tree tag at the time the abatement work is completed.
- f. The consultant will be available to answer questions from the abatement crews if any should arise. Most common issue is "We cannot find the tree". Consultant to make sure spatial maps are accurately marked.

#### **4. SCHEDULE OF WORK AND HOURS OF OPERATION**

The general hours of operations will be from 7:30 a.m. to 5:00 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.

In addition, the Consultant may be required to contact the City Urban Forestry Section to review the week's work, receiving special instructions and to discuss any problems encountered on the job.

Work can be dispatched year round; however the annual, scheduled tree risk assessment program typically is scheduled for January/February and August/September.

The work includes single and multiple assessment sites, with the time required ranging from 0.5 hour to over 24 hours.

The minimum response time for demand assessments is 24 hours. Under typical working conditions assessments are required to be completed in 5 working days.

#### **5. EQUIPMENT AND MATERIALS**

The Consultant will provide all necessary equipment and tools to complete the work. The City will make available the City's resistograph on an as needed basis.

All equipment must be road worthy and suitable for working on City streets and parks

The Consultant shall have their company name on the vehicle and affix a City of Surrey Contractor sign (provided by the City), to each side of their vehicle(s).

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

#### **6. TERM**

The Consultant will provide the Services set out in this Schedule A for the period commencing on March 1, 2014 and terminating on December 31, 2014 (the "Term").]

**7. RENEWAL**

The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed two (2) one-year renewals. If the City elects to extend the Term, the provisions of this Quotation will remain in force, including the fees payable under Schedule B, except where amended in writing by the parties.

**8. PERMITS AND REGULATION**

The City is not subject to any requirement to obtain and pay for permits, inspection fees, plan-checking fees, or certain utility fees.

The Consultant will, at his own expense, procure all permits, certificates and licenses required by law for the execution of the Services and will comply with all federal, provincial and local government laws and regulations now or herein after enacted, regulations and ordinances affecting the execution of the Services, save in so far as the agreement documents specifically provide otherwise.



## SCHEDULE B - QUOTATION

RFQ Title: **Consultant Services – Tree Risk Assessment**

RFQ No: **1220-040-2014-040**

### CONSULTANT

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 – 5<sup>th</sup> Floor West  
13450 - 104 Avenue Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: [purchasing@surrey.ca](mailto: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)**

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4. The City requires that the successful Consultant 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 Consultant 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](http://www.surrey.ca) see; [Standard Certificate of Insurance](#)).
- (d) City of Surrey business license Number: \_\_\_\_\_
- (e) If the Consultant's Goods and Services are subject to GST, the Consultant's GST Number is \_\_\_\_\_; and
- (f) If the Consultant 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)**

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5. The Consultant 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-3**

**Time Schedule:**

9. Consultants 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:**

10. Consultant 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: \_\_\_\_\_

11. Consultant 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 &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years Of Working With Consultant</i>	<i>Telephone Number And Email</i>

SECTION B-5

**Experience and References:**

12. Consultant'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):

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13. Consultant'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 Consultant may be contacted at the City's discretion.

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14. Consultant 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 Consultant complies with any applicable objective.

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

**This Quotation** is offered by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CONSULTANT**

**I/We have the authority to bind the Consultant**

\_\_\_\_\_  
(Legal Name of Consultant)

\_\_\_\_\_  
(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)