



REQUEST FOR QUOTATIONS

Title: Preventative Maintenance & Repair Services for Fitness Equipment

Reference No.: 1220-040-2015-079

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 "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 **September 11, 2015**. 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: 1220-040-2015-079

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 RFQ 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.

14. MULTIPLE PREFERRED CONTRACTORS

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 Contractors to perform a portion or portions of the Goods and Services as described in Schedule A. 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 Contractors.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Preventative Maintenance & Repair Services for Fitness Equipment

Reference No.: 1220-040-2015-079

FOR THE SUPPLY OF GOODS AND SERVICES

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SCHEDULE A-1 – FACILITY EQUIPMENT LISTS.....

SCHEDULE B – QUOTATION

DRAFT QUOTATION AGREEMENT

Reference Title: **Preventative Maintenance & Repair Services for Fitness Equipment**

THIS AGREEMENT dated for reference this ____ day of _____, 2015.

AGREEMENT: #1220-040-2015-079

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 whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (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) "Indemnities" 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 October 1, 2015.

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) Addenda (if any);
- (c) the RFQ; and
- (d) 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;
Schedule A-1 – Facility Equipment Lists; 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 Schedule B, 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 Schedule B, 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 October 1, 2015 and terminating on September 30, 2016 (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) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

- 5.1 The City will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 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 and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

- 6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 6.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 6.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca.

In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

- 6.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 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 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any 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.
- 8.6 All personnel employed through the Contractor, including any Sub-Contractors, working for the City shall undergo and pass, at the Contractor's expense, an employee criminal record search as provided by Royal Canadian Mounted Police (RCMP) prior to being authorized access to any City facility.

8.7 The Contractor shall submit a complete background check package for each employee, including any Sub-Contractors, who will require access to City facilities. Those individuals who fail a background investigation shall not be allowed to work in any City facility. The cost of the background checks shall be paid by the Contractor. The Contractor will notify the City representative of any change in staffing.

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 18.3 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 performance of the 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 Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and 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 Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and 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
 - (d) 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.

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 agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that 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 shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.
- 18.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) 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.

- 18.4 The Contractor agrees that it is the “prime contractor” for the work as defined in the *Workers’ Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers’ Compensation Board, shall provide first aid services, and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a “Construction Notice of Project” with the Workers’ Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers’ Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 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 any regulations requiring installation or adoption of safety devices or appliances.
- 18.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers’ Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 18.7 The Contractor understands and undertakes to comply with all the WCB 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)" shall be shipped along with the Goods, materials, products 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: +1-604-685-3555
Fax: +1-604-605-8231
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. BRAND NAMES

29.1 Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Goods other than that specified are proposed in a Quotation, the Contractor is to include the name of such Goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Contractor provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

30. FUEL EMISSIONS DATA

30.1 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.

30.2 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.

30.3 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.

30.4 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

31. NON ROAD DIESEL ENGINE EMISSION REGULATION

If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

Other important information:

- Non-road Tier 1 engines must be registered and pay fees to operate,
- Failure to comply with the Bylaw may result in fines up to \$200,000, and
- 80% of fees paid into the program can be recovered.

The City may, at its discretion, give preference to equipment that meets higher emission standards.

Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

32. ENUREMENT

32.1 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

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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)

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SCOPE

- 1.1 The Contractor shall provide all personnel, labour, supervision, transportation, tools, materials, equipment, parts and other items necessary to perform preventative maintenance inspections (“PMI”) and repairs to various pieces of strength and cardio equipment at twelve (12) fitness centres as operated by the City’s Parks, Recreation & Culture Department, Community & Recreation Services Division. The Contractor shall provide preventive and remedial on-site maintenance (the “Services”) including parts and fully qualified and experienced labour as recommended by the original equipment manufacturer (“OEM”) to perform the required Services. The Contractor shall provide parts for on-site and off-site repairs and ship replacement parts at no additional costs to the City fitness centres.

2. PREVENTIVE MAINTENANCE INSPECTIONS

- 2.1 The twelve (12) fitness centres include:

- a) Fraser Heights Recreation Centre;
- b) South Surrey Indoor Pool;
- c) Newton Recreation Centre;
- d) North Surrey Recreation Centre;
- e) Fleetwood Community Centre;
- f) Guildford Recreation Centre;
- g) Operations Fitness Centre;
- h) Surrey Sport & Leisure Complex;
- i) Cloverdale Recreation Centre;
- j) City Hall Weight Room;
- k) South Surrey Recreation & Arts Centre; and
- l) Grandview Heights Recreation Centre.

- 2.2 The Contractor is to provide PMI Services to ensure that equipment listed in Schedules A-1 through A-12 perform in accordance with original equipment manufacturers performance standards. PMI Services are to include, but need not be limited to the following:

- a) Inspection of parts for wear, alignment and maladjustment impending breakdown;
- b) Adjustments for wear, alignment and maladjustment;
- c) Replacement of faulty and worn or damaged parts and/or parts which are likely to become faulty or become worn;
- d) Cleaning, calibration and lubrication;
- e) Performing remedial maintenance of non-emergent nature;
- f) Inspecting, and replacing where indicated, electrical wiring and cables for wear and fraying; and,

- g) Additional repairs and maintenance as required in addition to the Services specifically mentioned above that are deemed necessary to return equipment to full operating condition. These Services are to ensure safe and dependable operation of the equipment at all times. All repairs are to be made at the locations specified. Remedial maintenance includes all intervening service calls in order to bring the equipment to a serviceable condition.

2.3 PMI is to be performed two (2) to four (4) times per year on each piece of equipment and in accordance with the manufacturer's guidelines. The number of PMIs to be performed per year will depend the age of the equipment and budget constraints. The exact date and times are to be coordinated by the Contractor and each City facility coordinator prior to the Contractor performing the inspections. All equipment is to be maintained within factory standards.

2.4 The City reserves the right to increase or decrease the number of PMI for any location at any time during the Term. There is to be no penalty, or additional cost to the City for any reduction in the amount of Service.

2.5 The Contractor is to be authorized to repair and have access to parts to a number of fitness equipment manufacturers. These manufacturers may include, but need not be limited to, the following: Apex, Precor, Hammer Strength, Schwinn, Concept 2, Palestra, Atlantis, Tectrix, Hoist, Free Motion, Startrac, Cybex, Octane, Kaiser, LeMond, Spartacus, Life Fitness and Stairmaster, including any future exercise type of equipment.

3. PARTS

3.1 The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new or rebuilt assemblies, or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.

3.2 The Contractor is to have established facilities and is to have adequate supplies, materials and replacement parts to perform all PMI and repair Services.

3.3 The Contractor is to have access to non-stock replacement parts within twenty-four (24) hours of a request for Service.

3.4 The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.

4. CALL-OUTS

4.1 In the event of a sudden breakdown, the Contractor is expected to respond within 24 hours of the call-out to address any breakdown. If the Contractor is unable to fix the broken equipment on the initial call-out due to the Contractor's fault (e.g. not bringing the necessary labour, tools, equipment, parts, etc. on the initial call-out), the subsequent visit will be provided at no cost. The City will endeavor to inform the Contractor of the broken part(s); however, the City will not guarantee that the information is correct and the Contractor should not rely on such information for the purposes of fixing the broken equipment on the initial call-out.

- 4.2 Any call-outs requiring more than the minimum hours specified for the minimum hour charge must receive prior approval from the City.

5. IN-SERVICE TRAINING

- 5.1 The Contractor is to provide a minimum of one (1), two (2) hour “hands-on”, interactive in-service training session, accompanied with handout material, at no cost to the City. The session will teach City Parks, Recreation & Culture staff how to perform basic cleaning, visual inspections and minor maintenance on fitness equipment, identify the basic parts/components of each piece of cardio, what to watch for regarding wear and tear on equipment, trouble shooting, understanding common error messages, and provide an itemized list of recommended cleaning supplies and basic maintenance tools. The agenda/in-service session outline will be prepared by the Contractor and forwarded to the City’s Recreation Manager overseeing Fitness Services for review and approval a minimum of two (2) weeks prior to the in-service date.

6. HOURS OF OPERATION

- 6.1 The Contractor shall provide the Services during the hours of 8:00 a.m. to 6:00 p.m., pacific standard time, seven (7) days per week, including most Statutory holidays.
- 6.2 Any work performed which deviates from the above listed hours of operation must be authorized by the City facility coordinator prior to doing so.
- 6.3 The Contractor shall coordinate with the City facility coordinator to achieve completion of all PMI on or about the 15th day of each month.

7. SERVICES NOT INCLUDED

- 7.1 Upholstery/re-covering service is not included as part of the Agreement.
- 7.2 Electrical work exterior to the equipment (eg. electrical outlets) is not included as part of the Agreement.
- 7.3 Excessive repair necessitated by accident, fire, abuse, or misuse as determined by the City facility coordinator is not included as part of the Agreement.

8. SERVICE REPORTS

- 8.1 Upon completion of scheduled PMI and/or service calls, the Contractor is to complete the City’s Service reports at each City facility and provide the Service reports to the City facility coordinator for signature. The City reserves the right to require the Contractor to complete the Service reports online. The Service reports are to be prepared so to verify the performance of the equipment upon inspection. Failure of the Contractor to obtain an authorized City signature upon completion of the Service may cause payment to be delayed or denied. Records of maintenance will be maintained by the Contractor in sufficient detail to determine repair and maintenance history individually and collectively for all covered equipment. The Contractor is to provide and utilize procedures and checklists with worksheet originals indicating work performed, and is to be provided to the City facility coordinator at the completion of the inspection/Service. Service reports are to be completed on each visit and left in the designated location. If equipment is not

put back into operation, then the Service reports should clearly identify this occurrence. Data provided on Service reports should be detailed, legible and meet the following criteria:

- a) **Device Information:** Serial Number, Model Number, Component Name;
- b) **Failure Type:** Description of problem, when device was serviced and hours of use;
- c) **Action Taken:** Description of action taken to complete the work repair;
- d) **Parts:** Description of parts used; and
- e) **Equipment Status:** Operational (service completed) and indicate any pending further corrective action or, if a loaner would be provided.

8.2 The Contractor shall maintain on at each City facility, a log on each unit outlining the service schedule repairs, replacements or adjustments performed on the equipment. Upon termination of the Agreement, these logs become the property of the City.

8.3 The Contractor shall provide a quarterly summary report of Service call repairs and PMI to the City's Recreation Manager overseeing Fitness Services. Quarterly reports to be sent by email on the first of each month: January, April, July, October. Information provided on Service reports should be detailed, legible and meet the following criteria:

- a) Total Number of Service call repairs for each facility;
- b) Total Number of PMI completed for each facility;
- c) Recommendations for any equipment needing replacement immediately or in the near future; and
- d) Comments regarding concerns or suggestions for improved communication with facility staff, site access, etc.

9. SERVICE MANUALS

9.1 The City is not to provide service manuals or service diagnostic software to the Contractor. The Contractor is to obtain, have on file, and make available to its maintenance personnel all operational and service manuals, schematics, parts list, etc., which are necessary to meet the performance requirements of the Agreement. The location and listing of the service data manuals, by name, and/or the manuals themselves are to be provided to the City facility coordinator upon request.

10. CONDITION OF EQUIPMENT

10.1 The Contractor accepts responsibility for the equipment listed in Schedules A-1 through A-12 in an "as is" condition. Failure to inspect the equipment prior to award of the Agreement will not relieve the Contractor from performing the Services.

11. CONTRACTOR'S PERSONNEL

11.1 The Contractor shall not employ any unfit person or anyone not skilled to perform the Services. Should the City deem a person(s) employed on the work as being incompetent or unfit for the duties, the City shall so inform the Contractor, and the Contractor shall immediately remove such person(s), and the removed person(s) shall not be reassigned again, without the written permission of the City.

- 11.2 The Contractor's personnel should possess the technical qualifications and appropriate experience to be effective in contributing and delivering the specific requirements of the Services. Also, they should be completely familiar with the standards and procedures, and current with the municipal, provincial and federal legal requirements.
- 11.3 All personnel employed through the Contractor, including any Sub-Contractors, working for the City shall undergo and pass, at the Contractor's expense, an employee criminal record search as provided by Royal Canadian Mounted Police (RCMP) prior to being authorized access to any City facility.
- 11.4 The Contractor shall submit a complete background check package for each employee, including any Sub-Contractors, who will require access to City facilities. Those individuals who fail a background investigation shall not be allowed to work in any City facility. The cost of the background checks shall be paid by the Contractor. The Contractor will notify the City representative of any change in staffing.

12. DISPOSAL OF WASTE OIL AND OTHER MATERIALS

- 12.1 The Contractor will, at all times, keep the work sites clean and free from any waste oil, parts or materials caused by the Service of the equipment. Any such materials shall be collected and disposed of according to the regulatory municipal, provincial and federal standards. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions that the Contractor performs. The Contractor is responsible and accountable for the disposal of all excess and scrap materials. The job site must be clean and cleared of such materials by disposing of them in an environmentally friendly manner off-site.

13. WARRANTY AGAINST FAULTY WORKMANSHIP (QUALITY CONTROL)

- 13.1 The Contractor shall guarantee all workmanship and all expenses for service and repairs for a period of one (1) year after work is completed. The Contractor shall make good at his own expense and to the satisfaction of the City facility coordinator all defects and damages which may result from faulty workmanship. The complete execution of the work shall be borne by the Contractor. All rectification work shall be carried out on a timely basis, to the satisfaction of the City.

14. MISUSE, VANDALISM AND EXTRA CHARGES

- 14.1 The Services are to cover complete maintenance, and normally there should be no extra charges. The intent of the scope of Services is that an agreement will be broad enough to cover practically all situations, including misuse of the equipment. Minor acts of misuse or careless treatment of the equipment may take place from time to time. The Contractor should include provision for repairs and replacements resulting from this type of use. The City does not intend to be involved in deciding whether certain incidents were the result of "normal use" or were "acts of vandalism".
- 14.2 Where an instance of obvious and malicious vandalism on a major scale has taken place, this is to be brought to the immediate attention of the City. If repeated incidents of misuse take place at any one site then the City should be advised, and the City will cooperate in any efforts to correct the condition, and will accept the repair work as an extra charge.

15. IDENTIFICATION

- 15.1 The Contractor's personnel shall wear uniforms which clearly identify the name of the Contractor and/or the Contractor's logo. The Contractor's staff shall wear said uniforms at all times when performing the Services. Contractor must adhere to the site Contractor sign in procedures upon arrival at City facilities prior to the commencement of any Services.

16. CURRENT INVENTORY OF STRENGTH AND CARDIO EQUIPMENT TO BE SERVICED

- 16.1 A list of the current inventory of strength and cardio equipment to be serviced at each City facility is included herein as Schedules A-1 through A-12.

**SCHEDULE A-1
FACILITY EQUIPMENT LIST FOR FRASER HEIGHTS RECREATION CENTRE**

All Equipment in Fraser Heights Recreation Centre is Life Fitness:

- | | | | |
|-----|----------------|-----|----------------------------|
| 1. | Treadmill | 31. | Stair Climber |
| 2. | Treadmill | 32. | Rowing Machine |
| 3. | Treadmill | 33. | Rowing Machine |
| 4. | Treadmill | 34. | Bench |
| 5. | Treadmill | 35. | Bench |
| 6. | Treadmill | 36. | Bench |
| 7. | Treadmill | 37. | Bench |
| 8. | Treadmill | 38. | Bench |
| 9. | Treadmill | 39. | Bench |
| 10. | Treadmill | 40. | Non-Adjustable Bench |
| 11. | Treadmill | 41. | Non-Adjustable Bench |
| 12. | Treadmill | 42. | Weight Stand - Barbell |
| 13. | Elliptical | 43. | Weight Stand - Barbell |
| 14. | Elliptical | 44. | Weight Stand - Dumbbell |
| 15. | Elliptical | 45. | Weight Stand - Dumbbell |
| 16. | Elliptical | 46. | Weight Stand - Dumbbell |
| 17. | Elliptical | 47. | Weight Stand - Accessories |
| 18. | Elliptical | 48. | Leg Press |
| 19. | Elliptical | 49. | Leg Curl |
| 20. | Elliptical | 50. | Row/Rear Deltoid |
| 21. | Elliptical | 51. | Dual Pulley/Cable Cross |
| 22. | Recumbent Bike | 52. | Lat Pull Down/Cable Cross |
| 23. | Recumbent Bike | 53. | Assist dip/chin |
| 24. | Recumbent Bike | 54. | Pec Fly/Rear Deltoid |
| 25. | Upright Bike | 55. | Chest Press |
| 26. | Upright Bike | 56. | Shoulder Press |
| 27. | Upright Bike | 57. | Dual Adjustable Pulley |
| 28. | Stair Climber | 58. | Spin bike |
| 29. | Stair Climber | 59. | Spin bike |
| 30. | Stair Climber | 60. | Spin bike |

**SCHEDULE A-2
FACILITY EQUIPMENT LIST FOR SOUTH SURREY INDOOR POOL**

- | | | | |
|-----|---|-----|--|
| 1. | Life Fitness Treadmill CLL120451 | 24. | Precor upright Bike XEF3OR0004 |
| 2. | Life Fitness Treadmill CLL120449 | 25. | Precor upright Bike A868H16130003 |
| 3. | Precor Treadmill AGKYH26100070 | 26. | Precor upright Bike AGJ2H2508001 |
| 4. | Precor Treadmill AGKYH26100068 | 27. | Keiser Spin Bike 0201T02539 |
| 5. | Precor Treadmill AGJYJ22080057 | 28. | Cybex Leg Press |
| 6. | Precor Treadmill AGJYK25080057 | 29. | Cybex Chest Press |
| 7. | Precor Treadmill ADEYJ18070025 | 30. | Cybex Row |
| 8. | Precor Treadmill AA67F12080022 | 31. | Cybex Assisted Chin up/Dip |
| 9. | Precor Treadmill AGJYJ220/0056 | 32. | Cybex Leg Curl |
| 10. | Precor Elliptical AEXXF2314004 | 33. | Hoist Multi Press |
| 11. | Precor Elliptical | 34. | Cybex Chest Fly/Rear Deltoid |
| 12. | Life Fitness Elliptical | 35. | Cybex Cable Tower (single & dual row) |
| 13. | Life Fitness Elliptical | 36. | APEX Incline Bench Press |
| 14. | Life Fitness Elliptical | 37. | Apex Bench Press |
| 15. | Octane Fitness Elliptical
F0907140260701 | 38. | Cybex Smith Machine |
| 16. | Concept II Rower PM3 400035401 | 39. | Freemotion Fitness Dual Cable |
| 17. | Concept II Rower PM3 400017705 | 40. | Cybex Squat Rack |
| 18. | Concept II Rower PM3 400186383 | 41. | Life Fitness Dual Cable |
| 19. | Life Fitness Recumbent Bike
CHQ101499 | 42. | Hammer Strength Leg Press |
| 20. | Life Fitness Recumbent Bike
CCU101540 | 43. | Apex Roman Chair |
| 21. | Life Fitness Recumbent Bike
CCU101527 | 44. | Cybex Lat Pull Down |
| 22. | Life Fitness Recumbent Bike
CCU101558 | 45. | Cybex Flat Bench x 3 |
| 23. | Precor upright Bike AGJZH2508002 | 46. | Cybex Adjustable Bench x 2 |
| | | 47. | Preacher Curl Bench |
| | | 48. | Seated Bench |
| | | 49. | Life Fitness Isotrack Climbing
System Decline Bench |

**SCHEDULE A-3
FACILITY EQUIPMENT LIST FOR NEWTON RECREATION CENTRE**

- | | |
|---|-----------------------------------|
| 1. Precor Stairmaster C776i –
A886H3100001 | 37. Life Fitness Preach Curl |
| 2. Precor Stairmaster C776i –
A886H3100010 | 38. Hoist Squat Cage |
| 3. Precor Treadmill C956i –
KMTBK24080016 | 39. Apex Tricep Dips / Chin up |
| 4. Precor Treadmill C956i –
KMTBK24080019 | 40. Cybex Fly / Rear Delt |
| 5. Precor Treadmill C956i –
AMTBF23080001 | 41. Cybex Chest Press |
| 6. Precor Treadmill C956i –
AJNZH2112004 | 42. Life Fitness Adjustable Bench |
| 7. Precor Treadmill C954i –
AEWYI14090003 | 43. Life Fitness Adjustable Bench |
| 8. Precor Treadmill C966i –
AA67630070018 | 44. Life Fitness Adjustable Bench |
| 9. Precor Treadmill 811 – AJXHG28140074 | 45. Life Fitness Shoulder Press |
| 10. Precor Treadmill 811 – AJXHG28140075 | 46. Apex Seated Calf |
| 11. Precor Treadmill 855 – AJNH21120045 | 47. Life Fitness Linear Leg Press |
| 12. Precor Treadmill 855 – ADFXF03150040 | 48. Hoist Toe Raise / Leg Press |
| 13. Precor Elliptical 885 – AEXXL03140026 | 49. Hoist Modular Station |
| 14. Precor Elliptical 885 – AEXXL03140031 | 50. Hoist Lat Pulldown / Mid Row |
| 15. Precor Elliptical 885 – ADFXF25140036 | 51. Hoist Hi - Lo Pulley |
| 16. Precor Elliptical 576i – AA72J14080045 | 52. Apex Roman Chair |
| 17. Precor Elliptical 576i – AA72K25080012 | 53. Hoist Smith Machine |
| 18. Precor Elliptical 576i – AEWEG26050018 | 54. Hoist Leg Extension / Curl |
| 19. Precor Elliptical 576i – AEWEG26050018 | 55. Life Fitness Decline Bench |
| 20. Precor Elliptical 576i – AA72K25080009 | 56. Torque Adjustable Bench |
| 21. Precor Bike 885 – AYZGF16140013 | 57. Torque Adjustable Bench |
| 22. Precor Bike 885 – AYZGF16140014 | 58. Keiser M3 Spin Bike |
| 23. Precor Bike 885 – AYZGF16140012 | 59. Keiser M3 Spin Bike |
| 24. Precor Bike 885 – AXHGL19120024 | 60. Keiser M3 Spin Bike |
| 25. Precor AMT C100 – A927C28110016 | 61. Keiser M3 Spin Bike |
| 26. Precor AMT 885 – AMZEF24140025 | 62. Keiser M3 Spin Bike |
| 27. Concept Rower 2 | 63. Keiser M3 Spin Bike |
| 28. Life Fitness Free Motion Dual Cross | 64. Keiser M3 Spin Bike |
| 29. Life Fitness Free Motion Dual Cross | 65. Keiser M3 Spin Bike |
| 30. Cybex Dual Handle Lat Pulldown | 66. Keiser M3 Spin Bike |
| 31. Cybex Arm Extension | 67. Keiser M3 Spin Bike |
| 32. Cybex Dual Handle Row | 68. Keiser M3 Spin Bike |
| 33. Cybex Adjustable Cable | 69. Keiser M3 Spin Bike |
| 34. Cybex Single Handle Row | 70. Keiser M3 Spin Bike |
| 35. Cybex Dip / Chin | 71. Keiser M3 Spin Bike |
| 36. Cybex Single Handle Lat Pulldown | 72. Keiser M3 Spin Bike |
| | 73. Keiser M3 Spin Bike |
| | 74. Keiser M3 Spin Bike |
| | 75. Keiser M3 Spin Bike |
| | 76. Keiser M3 Spin Bike |
| | 77. Keiser M3 Spin Bike |
| | 78. Keiser M3 Spin Bike |
| | 79. Octane Xride |
| | 80. Octane Xride |

SCHEDULE A-4
FACILITY EQUIPMENT LIST FOR NORTH SURREY RECREATION CENTRE

- | | | | |
|-----|---|-----|---------------------------------------|
| 1. | Life Fitness Treadmill 95TI | 25. | Schwinn Spin Bike |
| 2. | Life Fitness Treadmill 95TI | 26. | Schwinn Spin Bike |
| 3. | Life Fitness Treadmill 95TI | 27. | Schwinn Spin Bike |
| 4. | Life Fitness Treadmill 95TI | 28. | Schwinn Spin Bike |
| 5. | Life Fitness Treadmill 95TI | 29. | Schwinn Spin Bike |
| 6. | Life Fitness Treadmill 95TI | 30. | Life Fitness Isotrack Climbing System |
| 7. | Life Fitness Treadmill 95TI | 31. | Life Fitness CM Dual Pulley |
| 8. | Life Fitness Treadmill 95TI | 32. | Life Fitness Pec dec/rear fly |
| 9. | Life Fitness Treadmill 95TI | 33. | Life Fitness Chest Press |
| 10. | Octane Elliptical | 34. | Life Fitness Lat raise |
| 11. | Life Fitness Elliptical 95 xs | 35. | Life Fitness seated leg curl |
| 12. | Life Fitness Elliptical 95 xs | 36. | Life Fitness seated leg press |
| 13. | Life Fitness Elliptical 95 xs | 37. | Life Fitness Seated Leg Extension |
| 14. | Life Fitness Elliptical 95 xs | 38. | Life Fitness MJ Dual Pulley |
| 15. | Life Fitness Recumbent Bike 95R115 | 39. | HOIST Midrow RS 1203 |
| 16. | Life Fitness Recumbent Bike 95RI | 40. | HOIST pec fly RS 1302 |
| 17. | Life Fitness Recumbent Bike 95RI | 41. | HOIST leg curl RS 1402 |
| 18. | Life Fitness Recumbent Bike 95RI | 42. | HOIST leg press RS 1403 |
| 19. | Life Fitness Recumbent Bike 95RI | 43. | HOIST lat pulldown RS 1201 |
| 20. | Life Fitness Recumbent Bike 95RI | 44. | HOIST chest press RS 1301 |
| 21. | Life Fitness Lifecycle 95C115 Upright Cycle | 45. | Life Fitness row/rear delt |
| 22. | Life Fitness Lifecycle 95CI Upright Cycle | 46. | Hammer strength Smith 1 |
| 23. | Life Fitness Lifecycle 95C-06 Upright Cycle | 47. | Hammer strength Smith 2 |
| 24. | Schwinn Spin Bike | 48. | Apex 4 Multi-Station |
| | | 49. | Freemotion Dual cable cross |
| | | 50. | Freemotion Chin dip assist |

**SCHEDULE A-5
FACILITY EQUIPMENT LIST FOR FLEETWOOD COMMUNITY CENTRE**

1. Life Fitness Treadmill
2. Precor Treadmill 954i
3. Life Fitness 95t
4. Life Fitness Achieve Treadmill
5. Precor Elliptical EFX 576i
6. Life Fitness Elliptical 95x
7. Life Fitness Elliptical 95x
8. Octane Recumbent Elliptical
9. Life Fitness Integrity Stairclimber
10. Life Fitness Integrity Stairclimber
11. Precor Upright Bike
12. Precor Upright Bike
13. Precor Recumbent Bike
14. Life Fitness Achieve 95R Recumbent Bike
15. Concept Rower
16. Hoist Roc it Chest Press RS1301
17. Hoist Roc It Seated Leg Press
18. Hoist Roc it Leg Curl
19. Hoist Roc It Pec Fly
20. Cybex Multi gym & Accessories
21. Life Fitness Dual Adjustable Pulley
22. Smith Machine
23. Precor Stretch trainer
24. Dumbbell racks tree holds 12 freeweights
25. Dumbbell racks tree holds 12 freeweights
26. Dumbbell rack 2 tier, 12 per tier
27. Dumbbell rack 2 tier, 10 per tier
28. Barbell rack 2 tier tree holds 10
29. Torque Flat/Incline Bench
30. Torque Flat/Incline Bench
31. Torque Flat/Incline Bench
32. Apex Roman Chair

**SCHEDULE A-6
FACILITY EQUIPMENT LIST FOR GUILDFORD RECREATION CENTRE**

- | | |
|---|--|
| 1. Treadmill – Cybex 750T Accessible | 47. Spin Bike – Keiser |
| 2. Treadmill – Cybex 750T | 48. Spin Bike – Keiser |
| 3. Treadmill – Life Fitness Achieve | 49. Spin Bike – Keiser |
| 4. Treadmill – Life Fitness Achieve | 50. Spin Bike – Keiser |
| 5. Treadmill – Life Fitness Achieve | 51. Spin Bike – Keiser |
| 6. Treadmill – Precor 885 | 52. Spin Bike – Keiser |
| 7. Treadmill – Precor 885 | 53. Spin Bike – Keiser |
| 8. Treadmill – Precor 885 | 54. Spin Bike – Keiser |
| 9. Treadmill – Precor 885 | 55. Spin Bike – Keiser |
| 10. Treadmill – Precor 954i | 56. Spin Bike – Keiser |
| 11. Treadmill – Precor 954i | 57. Spin Bike – Keiser |
| 12. Treadmill – Precor 956i | 58. Spin Bike – Keiser |
| 13. Elliptical – Life Fitness 95X | 59. Spin Bike – Keiser |
| 14. Elliptical – Life Fitness 95X | 60. Spin Bike – Keiser |
| 15. Elliptical – Life Fitness 95X | 61. Spin Bike – Keiser |
| 16. Elliptical – Life Fitness 95X | 62. Stair Mill – Stair Master |
| 17. Elliptical – Life Fitness 95X | 63. Stair Climber – Life Fitness |
| 18. Elliptical – Precor EFX 546 | 64. Rowing Machine – Concept 2 |
| 19. Elliptical – Precor EFX 576i | 65. Rowing Machine – Concept 2 |
| 20. Elliptical – Precor EFX 885 | 66. Rowing Machine – Concept 2 |
| 21. Elliptical – Precor EFX 885 | 67. Rowing Machine – Concept 2 |
| 22. Elliptical – Precor EFX 885 | 68. Ergometer – Sports Art |
| 23. Recumbent Elliptical – Octane | 69. Active-Passive Trainer |
| 24. Recumbent Elliptical – Octane | 70. Power Rack – Dynamic |
| 25. AMT – Precor | 71. Power Rack – Dynamic |
| 26. Lateral X – Octane | 72. Power Rack – Palestra |
| 27. Upright Bike – Life Fitness 95C115 | 73. Smith Machine – Cybex |
| 28. Upright Bike – Life Fitness 95C115 | 74. Olympic Bench Press – Apex |
| 29. Upright Bike – Life Fitness 95C115 | 75. Plate Loaded Press – Hammer
Strength |
| 30. Upright Bike – Precor RBK 885 | 76. Plate Loaded Row – Hammer
Strength |
| 31. Upright Bike – Precor UBK 885 | 77. Plate Loaded Seated Calf Raise –
Apex |
| 32. Upright Bike – Precor UBK 885 | 78. Dual Cable Cross – Free Motion |
| 33. Recumbent Bike – Life Fitness
95R115 | 79. Dual Cable Cross – Free Motion |
| 34. Recumbent Bike – Precor RBK 885 | 80. Dual Cable Cross – Free Motion |
| 35. Recumbent Bike – Precor RBK 885 | 81. Dual Cable Crossover – Life Fitness |
| 36. Recumbent Bike – TechnoGym | 82. Lift – Free Motion |
| 37. Recumbent Bike – TechnoGym | 83. Step – Free Motion |
| 38. Spin Bike – Keiser | 84. Shoulder Press – Life Fitness |
| 39. Spin Bike – Keiser | 85. Seated Leg Press – Free Motion |
| 40. Spin Bike – Keiser | 86. Seated Leg Press – Life Fitness |
| 41. Spin Bike – Keiser | 87. Pectoral Fly/Rear Delt – Life Fitness |
| 42. Spin Bike – Keiser | 88. Seated Leg Curl – Cybex |
| 43. Spin Bike – Keiser | 89. Assisted Chin/Dip – Life Fitness |
| 44. Spin Bike – Keiser | 90. Chest Press – Cybex Accessible |
| 45. Spin Bike – Keiser | |
| 46. Spin Bike – Keiser | |

- 91. Lat Pull Down – Cybex Accessible
- 92. Overhead Press – Cybex Accessible
- 93. Row – Cybex Accessible
- 94. Back Extension – Apex
- 95. Dumbbell Rack
- 96. Dumbbell Rack
- 97. Dumbbell Rack
- 98. Dumbbell Rack
- 99. Dumbbell Rack
- 100. Dumbbells
- 101. Barbell Rack
- 102. Barbell Rack
- 103. Barbells – Straight
- 104. Barbells – E-Z Curl
- 105. Adjustable Bench – Torque
- 106. Adjustable Bench – Torque
- 107. Adjustable Bench – Torque
- 108. Adjustable Bench – Torque
- 109. Adjustable Bench – Torque
- 110. Adjustable Bench – Torque
- 111. Adjustable Bench – Apex
- 112. Adjustable/Decline Bench – Hoist
- 113. Adjustable/Decline Bench – Hoist
- 114. Plate Tree
- 115. Plates
- 116. Multi Station Jungle – Cybex
 - a. Adjustable Cable x 6
 - b. Assisted Chin Dip
 - c. Dual Lat Pulldown
 - d. Lat Pulldown x 2
 - e. Row x 2
- 117. Synrgy 360XM – Life Fitness
 - a. Chin Up
 - b. Monkey Bars
 - c. Rebounder
- 118. TRX
- 119. TRX
- 120. Accessories:
 - a. Battle Ropes
 - b. Adjustable Cable
 - c. Chin Dip
 - d. Plyo Boards x 2

**SCHEDULE A-7
FACILITY EQUIPMENT LIST FOR OPERATIONS FITNESS CENTRE**

1. Octane Pro 4700 Elliptical Cross-Trainer
2. KEISER M3 Spin Bike
3. Concept II "D" Series Rower PM5
4. Cybex 525 Treadmill
5. Cybex 525 Upright Bike
6. Cybex 525 Recumbent Bike
7. Hoist Fitness HD Dual Cable
8. Hoist Fitness HD Chest/Shoulder Press
9. Hoist Fitness HD Hi-Lo Pulley
10. Hoist Fitness HD Leg Press
11. Hoist Fitness HD Pec Fly / Rear Delt
12. Hoist Fitness HD Chin Dip /Assit
13. Hoist Fitness CMJ 2 Station: Lat / Row
14. Hoist Fitness CF Flat / Incline Bench (3)
15. Hoist Fitness CF Flat Bench (1)
16. Hoist Fitness CF Preacher Curl Bench
17. Hoist Fitness CF Barbell Rack
18. Hoist Fitness CF 3 Tier Horizontal Dumbbell Rack
19. Umax U2 Urethane Dumbbells 5-65lb
20. Umax U2 Urethane Barbells 20-110lb
21. Go Fit Pro Exercise Ball 1 x 55cm, 2 x 65cm
22. FTD Med Ball Rack
23. FTD Med Ball: 6lb, 8lb,10lb,12lb,15lb, 20lb, 25lb

**SCHEDULE A-8
FACILITY EQUIPMENT LIST FOR SURREY SPORT & LEISURE COMPLEX**

- | | |
|-----------------------------------|---|
| 1. Precor Treadmill | 45. Precor AMT |
| 2. Precor Treadmill | 46. Hammer Strength Front Lat Pull Down |
| 3. Precor Treadmill | 47. Hammer Strength High Row |
| 4. Precor Treadmill | 48. Hammer Strength Low Row |
| 5. Life Fitness Treadmill | 49. Tibia Dorsi-flex |
| 6. Life Fitness Treadmill | 50. Hammer Strength Chest Press |
| 7. Life Fitness Treadmill | 51. Hammer Strength incline Press |
| 8. Life Fitness Treadmill | 52. Hammer Strength Bicep Curl |
| 9. Life Fitness Treadmill | 53. Hammer Strength Ground Base Squat |
| 10. Life Fitness Treadmill | 54. Hammer Strength Leg Press |
| 11. Life Fitness Treadmill | 55. Hammer Strength Decline Press |
| 12. Life Fitness Treadmill | 56. Hammer Strength Shoulder Press |
| 13. Life Fitness Treadmill | 57. Atlantis Leg Extension |
| 14. Life Fitness Treadmill | 58. Atlantis Lat Pull Down |
| 15. Life Fitness Treadmill | 59. Atlantis Shoulder Press |
| 16. Life Fitness Treadmill | 60. Atlantis Seated Leg Press |
| 17. Precor Elliptical EFX C546 | 61. Atlantis Incline Bench Press |
| 18. Precor Elliptical EFX C546 | 62. 4 piece Life Fitness Jungle |
| 19. Life Fitness Elliptical x2 | 63. Atlantis Lat Pull Down |
| 20. Life Fitness Stair Climber | 64. Atlantis Standing Curl |
| 21. Life Fitness Elliptical 95 Xi | 65. Atlantis Pec Deck/ Rear Fly |
| 22. Life Fitness Elliptical 95 Xi | 66. Atlantis Chin up/ Dip Assist |
| 23. Life Fitness Elliptical 95 Xi | 67. Atlantis Seated Calf |
| 24. Keiser Spin Bikes x18 | 68. Precor stretch trainer |
| 25. Octane Fitness Elliptical | 69. Atlantis leg Press 40 degree |
| 26. Octane Fitness Elliptical | 70. Precor stretch trainer |
| 27. Octane Fitness Elliptical | 71. Atlantis Bench Press |
| 28. Octane Fitness Elliptical LX | 72. Atlantis Olympic Shoulder Press |
| 29. Precor Stair Climber C764 | 73. Free Motion Trainer |
| 30. Life Fitness Upright Bike | 74. Atlantis Roman Chair |
| 31. Life Fitness Upright Bike | 75. Free Motion Trainer |
| 32. Life Fitness Upright Bike | 76. Precor Stretch Trainer |
| 33. Cybex Upright Bike | 77. Atlantis Preacher Curl |
| 34. Cybex Upright Bike | 78. Atlantis Smith Machine |
| 35. Cybex Recumbent Bike | 79. Back Extension Bench |
| 36. Cybex Recumbent Bike | 80. Free Motion Leg Press |
| 37. Life Fitness Recumbent Bike | 81. Atlantis Stretch Station |
| 38. Life Fitness Recumbent Bike | 82. Life Fitness Lat Pulldown |
| 39. Life Fitness Recumbent Bike | 83. Life Fitness Seated Row |
| 40. Concept 2 Rowing Machine | 84. Life Fitness Cable Cross-over |
| 41. Concept 2 Rowing Machine | 85. Synrgy 360XM |
| 42. Concept 2 Rowing Machine | 86. Hammer Strength ½ Rack |
| 43. Concept 2 Rowing Machine | 87. Hammer Strength Squat Rack |
| 44. Cybex Arc Trainer | |

**SCHEDULE A-9
FACILITY EQUIPMENT LIST FOR CLOVERDALE RECREATION CENTRE**

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|---|---|
| 1. Treadmills | 45. Life Fitness Recumbent Bike [95R] |
| 2. Life Fitness Inspire Treadmill [95Ti] | 46. Cybex Recumbent Bike |
| 3. Life Fitness Inspire Treadmill [95Ti] | 47. RowersConcept 2 Rower [PM4] |
| 4. Life Fitness Inspire Treadmill [95Ti] | 48. Concept 2 Rower [PM4] Spin Bikes |
| 5. Life Fitness Inspire Treadmill [95Ti] | 49. Keiser Spin Bike [M3] |
| 6. Life Fitness Inspire Treadmill [95Ti] | 50. Keiser Spin Bike [M3] |
| 7. Life Fitness Inspire Treadmill [95Ti] | 51. Keiser Spin Bike [M3] |
| 8. Life Fitness Discovery SE Treadmill [CLST] | 52. Keiser Spin Bike [M3] |
| 9. Life Fitness Discovery SE (CFLST) | 53. Keiser Spin Bike [M3] |
| 10. Life Fitness Discovery SE (CFLST) | 54. Keiser Spin Bike [M3] |
| 11. Life Fitness Discovery SE (CLST) | 55. Keiser Spin Bike [M3] |
| 12. Life Fitness Integrity Treadmill | 56. Keiser Spin Bike [M3] |
| 13. Life Fitness Integrity Treadmill Elliptical | 57. Keiser Spin Bike [M3] |
| 14. Octane Elliptical [PRO4700] | 58. Keiser Spin Bike [M3] |
| 15. Octane Elliptical [PRO4700] | 59. Keiser Spin Bike [M3] |
| 16. Octane Elliptical [PRO4700] | 60. Keiser Spin Bike [M3] |
| 17. Octane Elliptical [PRO4700] | 61. Keiser Spin Bike [M3] |
| 18. Octane Elliptical [PRO4700] | 62. Keiser Spin Bike [M3] |
| 19. Octane Elliptical [PRO4700] | 63. Keiser Spin Bike [M3] |
| 20. Octane Elliptical [PRO4700] | 64. Keiser Spin Bike [M3] |
| 21. Octane Elliptical [PRO4700] | 65. Keiser Spin Bike (M3) |
| 22. Octane Elliptical [PRO4700] | 66. Keiser Spin Bike (M3) |
| 23. Octane Elliptical [PRO4700] | 67. Keiser Spin Bike (M3) |
| 24. Octane Elliptical [PRO3700] | 68. Keiser Spin Bike (M3) |
| 25. Cybex Arc Trainer [750A] | 69. Keiser Spin Bike (M3) |
| 26. Cybex Arc Trainer [750A] | 70. Keiser Spin Bike (M3) |
| 27. Cybex Arc Trainer [750AT] | 71. Keiser Spin Bike (M3) |
| 28. Cybex Arc Trainer [750AT] Stairclimbers | 72. Keiser Spin Bike (M3) |
| 29. Life Fitness Integrity Stairclimber | 73. Keiser Spin Bike (M3) |
| 30. Life Fitness Integrity Stairclimber | 74. Selectorized Equipment Cybex Jungle Gym (8 station) |
| 31. Life Fitness Integrity Stairclimber | 75. Life Fitness Synrgy (multi-station) |
| 32. Life Fitness Power Mill Bikes | 76. Cybex Eagle Chest Press |
| 33. Life Fitness Upright Bike [95C] | 77. Life Fitness Pro 2SE Chin/Dip Assist |
| 34. Life Fitness Upright Bike [95C] | 78. Life Fitness Signature Chest Press |
| 35. Life Fitness Upright Bike [95C] | 79. Life Fitness Signature Shoulder Press |
| 36. Life Fitness Upright Bike [95C] | 80. Life Fitness Signature Row/Rear Delt |
| 37. Life Fitness Upright Bike [95C] | 81. Life Fitness Signature Seated Leg Curl |
| 38. Life Fitness Upright Bike [95C] | 82. Life Fitness Pec Fly/Rear Delt |
| 39. Life Fitness Upright Bike [95C] | 83. Free Motion Epic Leg Press |
| 40. Life Fitness Recumbent Bike [95R] | 84. Free Motion Dual Cable Cross |
| 41. Life Fitness Recumbent Bike [95R] | 85. Free Motion Dual Cable Cross |
| 42. Life Fitness Recumbent Bike [95R] | 86. Free Motion Dual Cable Cross |
| 43. Life Fitness Recumbent Bike [95R] | 87. Free Motion Step |
| 44. Life Fitness Recumbent Bike [95R] | 88. Free Motion Lift |
| | 89. Life Fitness Lat Pulldown |

- 90. Life Fitness Seated Row
- 91. Life Fitness Leg Press
- 92. Squat Rack (X2 + Annex)
- 93. RacksLife Fitness Accessory Rack (SHR-0101-102)
- 94. Life Fitness Dumbbell Rack (x5)
- 95. Life Fitness Barbell Rack (SBBR-0102-101) Benches
- 96. Life Fitness Upright Tricep Bench
- 97. Life Fitness Flat/Incline Adjustable Bench (X6)
- 98. Life Fitness Adjustable Bench (X2)
- 99. Barbells
- 100. Set of Urethane Fixed Barbells (20 – 110lbs) Dumbbells
- 101. Set of Urethane Dumbbells (5 – 50lbs)
- 102. Set of Urethane Dumbbells (55 – 75lbs)

SCHEDULE A-10
FACILITY EQUIPMENT LIST FOR CITY HALL WEIGHT ROOM

1. Life Fitness 95Ti Treadmill
2. Cybex 550T Treadmill
3. Life Fitness 95s Stairclimber
4. Life Fitness CLSS Stairclimber
5. Cybex 750C Upright Bike
6. Precor Recumbent Bike
7. Octane Pro 3700 Elliptical
8. Keiser M3 Spin Bike
9. Keiser M3 Spin Bike
10. Keiser M3+ Spin Bike
11. Concept 2 Rower
12. Apex Lateral Pulldown
13. Hoist Vertical Knee Raise Dip
14. Apes Chest Press
15. Apex Vertical Row
16. Apex Pad Pec Deck
17. Cybex Seated Leg Curl
18. FreeMotion Leg Press
19. FreeMotion Dual Cross Cable
20. Dumbbell set & rack
21. Med ball set & rack
22. Cybex Flat Bench
23. Cybex Incline Bench
24. Cybex Incline Bench
25. Cybex Preacher Curl
26. Keiser M3 Spin Bike
27. Keiser M3 Spin Bike
28. Schwinn Spin Bike
29. Schwinn Spin Bike
30. Schwinn Spin Bike
31. Schwinn Spin Bike
32. Schwinn Spin Bike

SCHEDULE A-11
FACILITY EQUIPMENT LIST FOR SOUTH SURREY RECREATION & ARTS CENTRE

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|-----|---------------------------------------|-----|---|
| 1. | Life Fitness Achieve 95T Treadmill | 48. | Keiser M3 Spin Bike |
| 2. | Life Fitness Achieve 95T Treadmill | 49. | Keiser M3 Spin Bike |
| 3. | Life Fitness Achieve 95T Treadmill | 50. | Keiser M3 Spin Bike |
| 4. | Life Fitness Achieve 95T Treadmill | 51. | Keiser M3 Spin Bike |
| 5. | Life Fitness Achieve 95T Treadmill | 52. | Keiser M3 Spin Bike |
| 6. | Life Fitness Achieve 95T Treadmill | 53. | Keiser M3 Spin Bike |
| 7. | Life Fitness Integrity CLST Treadmill | 54. | Keiser M3 Spin Bike |
| 8. | Life Fitness Integrity CLST Treadmill | 55. | Keiser M3 Spin Bike |
| 9. | Precor TRM 811 Treadmill | 56. | Keiser M3 Spin Bike |
| 10. | Precor TRM 811 Treadmill | 57. | Keiser M3 Spin Bike |
| 11. | Precor TRM 811 Treadmill | 58. | Keiser M3 Spin Bike |
| 12. | Precor TRM 811 Treadmill | 59. | Keiser M3 Spin Bike |
| 13. | Precor TRM 811 Treadmill | 60. | Keiser M3 Spin Bike |
| 14. | Precor EFX 815 Elliptical | 61. | Keiser M3 Spin Bike |
| 15. | Precor EFX 815 Elliptical | 62. | Keiser M3 Spin Bike |
| 16. | Precor EFX 815 Elliptical | 63. | Keiser M3 Spin Bike |
| 17. | Precor AMT 813 | 64. | Keiser M3 Spin Bike |
| 18. | Precor AMT 813 | 65. | Keiser M3 Spin Bike |
| 19. | Octane 4700 Elliptical | 66. | Keiser M3 Spin Bike |
| 20. | Octane 4700 Elliptical | 67. | Keiser M3 Spin Bike |
| 21. | Octane 4700 Elliptical | 68. | Keiser M3+ Spin Bike |
| 22. | Octane 4700 Elliptical | 69. | Concept 2 Model D Rower |
| 23. | Octane Lateral X Elliptical | 70. | Concept 2 Model D Rower |
| 24. | Octane Lateral X Elliptical | 71. | Concept 2 Model D Rower |
| 25. | Octane Xride 6000 | 72. | Life Fitness 8 Stack Multi Station
Cable Cross (Multi Jungle MJ 8) |
| 26. | Octane Xride 5000 | 73. | Life Fitness Chin/Dip Assist
(Signature FZADC) |
| 27. | Life Fitness Integrity CLSS Stepper | 74. | Life Fitness Unilateral Chest Press
(Signature CMCP) |
| 28. | Life Fitness Integrity CLSS Stepper | 75. | Life Fitness Rear Delt/ Pec Fly
(Signature FZRFD) |
| 29. | Stairmaster SM 5 Step Mill | 76. | Life Fitness Seated Leg Curl
(Signature FZSLC) |
| 30. | Precor UBK 815 Upright Bike | 77. | Life Fitness Leg Press (Signature
FZSLP) |
| 31. | Precor UBK 815 Upright Bike | 78. | Life Fitness Dual Adjustable Pulley
(Signature CMACO) |
| 32. | Precor UBK 815 Upright Bike | 79. | Life Fitness Utility Rack for
attachments (Signature MJHAR) |
| 33. | Precor UBK 815 Upright Bike | 80. | Life Fitness Functional Training Unit
(SYNERGY XM) |
| 34. | Precor RBK 815 Recumbent Bike | 81. | Life Fitness Signature Adjustable
Bench (Signature SMAB) |
| 35. | Precor RBK 815 Recumbent Bike | 82. | Life Fitness Signature Adjustable
Bench (Signature SMAB) |
| 36. | Precor RBK 815 Recumbent Bike | | |
| 37. | Precor RBK 815 Recumbent Bike | | |
| 38. | Precor RBK 815 Recumbent Bike | | |
| 39. | Keiser M3 Spin Bike | | |
| 40. | Keiser M3 Spin Bike | | |
| 41. | Keiser M3 Spin Bike | | |
| 42. | Keiser M3 Spin Bike | | |
| 43. | Keiser M3 Spin Bike | | |
| 44. | Keiser M3 Spin Bike | | |
| 45. | Keiser M3 Spin Bike | | |
| 46. | Keiser M3 Spin Bike | | |
| 47. | Keiser M3 Spin Bike | | |

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|-----|--|------|---|
| 83. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 96. | Freemotion Cable Cross |
| 84. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 97. | Freemotion Cable Cross |
| 85. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 98. | Kettlebell Set (15, 25, 30, 45, 50lbs) |
| 86. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 99. | Hampton Saddle Dumbbell Rack (5-75lbs) |
| 87. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 100. | Hampton Saddle Dumbbell Rack (5-30lbs) |
| 88. | Life Fitness Signature Adjustable Bench (Signature SMAB) | 101. | Hampton Urethane Dumbbells (5-75lbs) |
| 89. | Cybox Flat Bench | 102. | Hampton Urethane Dumbbells (5-75lbs) |
| 90. | Life Fitness Decline Bench | 103. | Hampton Urethane Dumbbells (5-30lbs) |
| 91. | Life Fitness Decline Bench | 104. | Hampton Barbell Rack |
| 92. | Life Fitness Signature Preacher Curl Bench | 105. | Hampton Barbell Rack |
| 93. | Hoist Smith Machine (7 degree angle) | 106. | Hampton Barbell Set (20-110lbs) |
| 94. | Hoist Squat Rack | 107. | Hampton EZ Curl Barbell Set (25-115lbs) |
| 95. | Hoist Squat Rack | 108. | Stott Pilates V2 Max Reformer |
| | | 109. | Stott Pilates V2 Max Reformer |
| | | 110. | Stott Pilates V2 Max Reformer |

SCHEDULE A-12
FACILITY EQUIPMENT LIST FOR GRANDVEIW HEIGHTS RECREATION CENTRE

- | | |
|--|---|
| 1. Life Fitness Explore Treadmill | 47. Concept 2 Rower |
| 2. Life Fitness Explore Treadmill | 48. Life Fitness Synrgy XM Combo Functional Training Unit |
| 3. Life Fitness Explore Treadmill | 49. Life Fitness Insignia Chin Dip Assist |
| 4. Life Fitness Explore Treadmill | 50. Life Fitness Insignia Chest Press |
| 5. Life Fitness Explore Treadmill | 51. Life Fitness Insignia Fly/Rear Delt |
| 6. Life Fitness Integrity Treadmill | 52. Life Fitness Insignia Seated Leg Curl |
| 7. Life Fitness Integrity Treadmill | 53. Life Fitness Insignia Leg Press |
| 8. Precor TRM 812 V2 Treadmill | 54. Life Fitness Cable Motion Dual Adjustable Pulley |
| 9. Precor TRM 812 V2 Treadmill | 55. Life Fitness MJ 8 Multi Jungle |
| 10. Precor TRM 812 V2 Treadmill | 56. Hoist Fitness CF Power Cage Squat Rack |
| 11. Precor TRM 812 V2 Treadmill | 57. Hoist Fitness CF Power Cage Squat Rack |
| 12. Precor TRM 812 V2 Treadmill | 58. Hoist Fitness CF 7 Degree Smith Machine |
| 13. Precor RBK 815 Recumbent Bike | 59. Freemotion Cable Cross Dual adjustable Pulley |
| 14. Precor RBK 815 Recumbent Bike | 60. Life Fitness Adjustable Bench |
| 15. Precor RBK 815 Recumbent Bike | 61. Life Fitness Adjustable Bench |
| 16. Precor RBK 815 Recumbent Bike | 62. Life Fitness Adjustable Bench |
| 17. Precor RBK 815 Recumbent Bike | 63. Life Fitness Adjustable Bench |
| 18. Life Fitness Explore Upright Bike | 64. Life Fitness Adjustable Bench |
| 19. Life Fitness Explore Upright Bike | 65. Life Fitness Adjustable Bench |
| 20. Life Fitness Explore Upright Bike | 66. Life Fitness Preacher Curl Bench |
| 21. Life Fitness Explore Upright Bike | 67. Life Fitness Decline Bench |
| 22. Life Fitness Explore Upright Bike | 68. Life Fitness Decline Bench |
| 23. Keiser M3 Spin Bike | 69. Hampton Urethane Dumbbells (5-75lbs) (5-25lb in 2.5 increments, 30-75 lb in 5 lb increments) Doubles for 20, 25, 30, 35, 40, 45, 50, 55, 60, 65lbs) |
| 24. Keiser M3 Spin Bike | 70. Ultimate Saddle Dumbbell Rack |
| 25. Keiser M3 Spin Bike | 71. Ultimate Saddle Dumbbell Rack |
| 26. Keiser M3 Spin Bike | 72. Ultimate Saddle Dumbbell Rack |
| 27. Octane Pro 4700 Elliptical | 73. Easy Curl barbells (20-110lbs) |
| 28. Octane Pro 4700 Elliptical | 74. Fixed weight Barbells (20-110lbs) |
| 29. Octane Pro 4700 Elliptical | 75. Hampton Barbell Rack |
| 30. Octane Xride 6000 Recumbent Elliptical | 76. Hampton Barbell Rack |
| 31. Octane Xride 6000 Recumbent Elliptical | 77. Umax Kettlebells (15, 25, 35, 40, 45lbs) |
| 32. Octane Lateral X Elliptical | 78. Umax Weight Plates (6-2.5lbs, 6-5lbs, 10-10lbs, 6-25lbs, 6-35lbs, 12-45lbs) |
| 33. Octane Lateral X Elliptical | 79. Umax Polyurethane Beauty Bells and Rack |
| 34. Cybex 625AT Total Body Arc | |
| 35. Cybex 625AT Total Body Arc | |
| 36. Precor EFX 835 Elliptical | |
| 37. Precor EFX 835 Elliptical | |
| 38. Precor EFX 835 Elliptical | |
| 39. Precor AMT 813 | |
| 40. Precor AMT 813 | |
| 41. Stairmaster SM5 Stepmill | |
| 42. Stairmaster SM5 Stepmill | |
| 43. Life Fitness Integrity Stairclimber | |
| 44. Life Fitness Integrity Stairclimber | |
| 45. Concept 2 Rower | |
| 46. Concept 2 Rower | |



SCHEDULE B - QUOTATION

RFQ Title: **Preventative Maintenance & Repair Services for Fitness Equipment**

RFQ No: 1220-040-2015-079

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 proposed 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 Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal 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-1

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s) / Alternative(s) / Addition(s)

SECTION B-2 - Fees and Payments

8. The following tables are a general indicator of how a Contractor should organize and include comprehensive information to assist the City in evaluating Quotations. The City is asking for clear, concise and comprehensive information that clearly outlines the Goods and Services and all fees, or a selection of fees (where applicable). The intent here is for Contractors to disclose all Goods, Services, and plans and indicate whether there is a fee or it is a no charge offering. Unit Prices for PMI Services shall not increase if the City adds more equipment per facility.

If there is a need for immediate installation of repair parts as part of the solution, the Contractor should provide a specific breakdown of repair parts and fees and associated costs (if any). The Contractor must receive prior approval from the City before proceeding with any repairs.

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

TABLE A: PROVIDE FEES FOR PREVENTATIVE MAINTENANCE SERVICES VISITS

F.O.B.: Destination, Freight Prepaid				
Item	Description	Unit Price for two (2) PMI Service Visits	Unit Price for three (3) PMI Service Visits	Unit Price for four (4) PMI Service Visits
1.	Fraser Heights Recreation Centre	\$	\$	\$
2.	South Surrey Indoor Pool	\$	\$	\$
3.	Newton Recreation Centre	\$	\$	\$
4.	North Surrey Recreation Centre	\$	\$	\$
5.	Fleetwood Community Centre	\$	\$	\$
6.	Guildford Recreation Centre	\$	\$	\$
7.	Operations Fitness Centre	\$	\$	\$
8.	Surrey Sport & Leisure Complex	\$	\$	\$
9.	Cloverdale Recreation Centre	\$	\$	\$
10.	City Hall Weight Room	\$	\$	\$
11.	South Surrey Recreation & Arts Centre	\$	\$	\$
12.	Grandview Heights Recreation Centre	\$	\$	\$

Note: Overheads, General Conditions and Profit are to be included in the above amounts.

- 1) The fees include all labour, supervision, tools, equipment, transportation (including fuel surcharge), permits and licenses, and management to inspect, test, maintain, repair and make alterations.
- 2) Material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment, hauling of excess and/or scrap material for disposal is not chargeable directly but is overhead and the cost shall be included in the hourly rate.
- 3) Materials and parts shall not be included in the fees above. Refer to Table C.

CURRENCY: Canadian

TABLE B: PROVIDE HOURLY RATES FOR CALL-OUTS

F.O.B.: Destination, Freight Prepaid		
1.	Labour: Sunday - Saturday 8:00AM – 6:00PM Response within 24 hours	Hourly rate (excluding GST): \$ _____ / hour
		Specify minimum hour charge: _____ hour(s)
<p>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</p> <p>1) The labour rates include all labour, supervision, tools, equipment, transportation (including fuel surcharge), permits and licenses, and management to inspect, test, maintain, repair and make alterations.</p> <p>2) Material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment, hauling of excess and/or scrap material for disposal is not chargeable directly but is overhead and the cost shall be included in the hourly rate.</p> <p>3) Materials and parts shall not be included in the labour rates above. Refer to Table C.</p> <p>CURRENCY: Canadian</p>		

TABLE C: PROVIDE MATERIALS MARK-UP/DISCOUNTS FOR MATERIALS/PARTS PURCHASES FOR PREVENTATIVE MAINTENANCE SERVICES AND CALL-OUTS

F.O.B.: Destination, Freight Prepaid	
1.	Materials: Contractor should state the mark up, as a percentage, on materials purchased from outside sources. Contractor's Invoice Plus: i) under \$ _____ _____ % ii) over \$ _____ _____ % Note: original invoices for all parts and materials shall be made available to the facility coordinator or designate upon request.
2.	Materials: Contractor should state any discount, as a percentage, for materials purchased directly from the Contractor: _____ %

Additional Expenses:

9. The Agreement provides that expenses are to be included within the fee, other than the expenses listed as Disbursements. Details of Disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed Disbursements set out above:

Payment Terms:

- 10. 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.

SECTION B-3

Time Schedule:

- 11. 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).

Facility	Schedule		
	PM Visit 1	PM Visit 2	PM Visit 3

SAMPLE

Note: Preventative maintenance services are to be performed three times per year on each piece of equipment and in accordance with the manufacturer’s guidelines. The exact date and times are to be coordinated by the Contractor and the facility coordinator prior to the Contractor performing the inspections. All equipment is to be maintained within factory standards. The City reserves the right to increase or decrease the number of preventative maintenance services for any location at any time during the Term. There is to be no penalty, or additional cost to the City for any reduction in the amount of Service.

SECTION B-4

Key Personnel & Sub-Contractors:

- 12. 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: _____

13. 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, References & Additional Information:

14. Contractor should provide a description of the general approach and methodology that the Contractor would take in performing the Goods and Services including specifications and requirements.

15. Contractor should provide a narrative that illustrates how the Contractor will complete the Goods and Services, manage the Goods and Services, and accomplish required objectives within the City's schedule.

16. Contractor to provide a description of the standards to be met by the Contractor in providing the Services

17. 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):

18. Contractor's demonstrated ability to provide the Services.

19. Contractor's equipment servicing resources, capability and capacity, as relevant.

20. 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.

Metro Vancouver's Non-Road Diesel Engine Emissions Regulation By-law:

21. Contractor should confirm they are in compliance with By-law (if applicable):

Applicable as follows Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

SAMPLE

22. 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 _____, 2015.

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)