



## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS**

**Title:** Emergency Restoration Contractor Services

**Reference No.:** 1220-060-2019-008

(General Services)

Issue Date: **May 6, 2019**

# REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. NATURE OF A STANDING OFFER AGREEMENT.....	3
3. ADDRESS FOR DELIVERY.....	3
4. DATE.....	4
5. INQUIRIES.....	4
6. ADDENDA.....	4
7. FORM OF APPLICATION.....	4
8. APPLICATION PRICE.....	5
9. SIGNATURE.....	5
10. APPLICANT'S REPRESENTATIONS.....	6
11. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES.....	6
12. EVALUATION TEAM.....	7
13. EVALUATION CRITERIA.....	7
14. EVALUATION PROCESS.....	7
15. RESERVATION OF RIGHTS.....	8
16. SELECTION AND NEGOTIATION.....	9
17. NO CONTRACT.....	9
18. LIMITATION OF CITY LIABILITY.....	9
19. APPLICANT'S EXPENSES.....	10
20. CONFLICT OF INTEREST.....	10
21. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF.....	10
22. CONFIDENTIALITY.....	10
ATTACHMENT 1 – STANDING OFFER AGREEMENT.....	11
SCHEDULE A – SPECIFICATIONS AND SCOPE OF SERVICES.....	27
SCHEDULE A-1 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS.....	36
SCHEDULE A-2 – PRIME CONTRACTOR DESIGNATION LETTER.....	40
SCHEDULE B – APPLICATION FOR A STANDING OFFER AGREEMENT.....	42

## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)**

### **1. INTRODUCTION**

The City of Surrey (the “City”) invites applicants to submit an application on the form attached as Schedule B (the “Application”) for performing the services described in Schedule A (Scope of Services). The description of the Services sets out the minimum requirements of the City. A person that submits an Application (the “Applicant”) should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include services or terms that exceed the minimum requirements.

### **2. NATURE OF A STANDING OFFER AGREEMENT**

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may obtain similar and Services from any other source.

### **3. ADDRESS FOR DELIVERY**

The Application should be labelled with the Applicant’s name, RFA-SOA title and number. An Application should be submitted in the form attached to this RFA-SOA as Schedule B.

The Applicant may submit an Application either by email or in a hard copy, as follows:

#### **(a) Email**

If the Applicant chooses to submit by email, the Applicant should submit the Application electronically in a single pdf file and must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

PDF emailed Applications 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, Applicants should phone to confirm receipt. An Applicant bears all risk that the City’s computer equipment functions properly so that the City receives the Application.

#### **(b) Hard Copy**

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

Name: Richard D. Oppelt, Manager, Procurement Services  
at the following location:

Address: Surrey City Hall  
Finance Department – Procurement Services  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada,

In case of any conflict between the original Application and the copies, then the original Application will be deemed to be the correct copy.

In an Applicant submits both a hard and an electronic copy of its Application, then the City may refer only to the electronic copy for the purpose of evaluation, except if for any reason, the electronic copy is in whole or in part unreadable, then the hard copy will be deemed to be the correct copy.

#### **4. DATE**

The City would prefer to receive Applications on or before **May 23, 2019**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

#### **5. INQUIRIES**

All inquiries related to this RFA-SOA 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, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-060-2019-008

#### **6. ADDENDA**

If the City determines that an amendment is required to this RFA-SOA, the City will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

#### **7. FORM OF APPLICATION**

- (a) An Application should be labelled with the Applicant's name, RFA-SOA title and number.
- (b) To facilitate the evaluation of Applications, an Application should be submitted in the form attached to this RFA-SOA as Schedule B – Application, including with respect to section numbering. All parts, pages, figures, and tables set out in the Application should be numbered and labelled clearly.

- (c) An Applicant should include in its Application a full response to each question or request for information set out in the RFA-SOA, having regard to the form set out in Schedule B – Application.
- (d) The description of the Services as described in Schedule A – Specifications and Scope of Services to Attachment 1 – Agreement – Services sets out the minimum requirements of the City. Without limiting the generality of the foregoing, an Applicant should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include services, or terms that exceed the minimum requirements.

## **8. APPLICATION PRICE**

The prices set out in the Applicant's Application will, applied in accordance with the terms as set out in Attachment 1 – Agreement – Services, represent the entire cost to the City for the complete performance of the supply and delivery of the Services, exclusive only of GST. The aggregate of such prices (collectively, the "Application Price") will be the Applicant's total price for the complete performance of delivery of Services. The Application Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of delivering of the Services, including all items which, while not specifically listed, are included in the performance of the Services specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Services;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Applicant's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the delivery of the Services and the performance of the warranty obligations as described in Attachment 1 – Agreement – Services.

Without limiting the generality of the foregoing, the Application Price will be deemed to include all parts for body and chassis which are necessary in order to provide a complete unit, ready for operation, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

## **9. SIGNATURE**

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;
- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.

## **10. APPLICANT'S REPRESENTATIONS**

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to deliver the Services and to perform the warranty obligations as described in the Attachment 1 – Agreement – Services.

## **11. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A – Specifications and Scope of Services to Attachment 1 – Agreement – Services use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Applicants to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the closing Date set out in Section 4, an Applicant may request, pursuant to Section 5 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in an Application in substitution for a commodity(ies), indicated in Schedule A – Specifications and Scope of Services to Attachment 1 – Agreement – Services, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A – Specifications and Scope of Services to Attachment 1 – Agreement – Services such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Applicant, without notification to other Applicants (subject to the City’s discretion under Section 5). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 11, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to an Application Price or a delay to the delivery of the Services.

The Applicant should clearly identify in its Application any Equivalencies approved by the City under this Section 11.

If the Applicant does not in its Application indicate any Equivalencies, the Applicant will be deemed to accept the commodity(ies) described in Schedule A – Specifications and Scope of Services to Attachment 1 – Agreement – Services.

## **12. EVALUATION TEAM**

The evaluation of Applications to identify a preferred Applicant (the “Preferred Applicant” or “Preferred Applicants”) will be carried out by a team of one or more persons appointed by the City (the “Evaluation Team”). The Evaluation Team may be assisted by other persons as the Evaluation Team may determine it requires, including technical, financial, legal and other advisors or employees of the City.

## **13. EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate the Applications to identify the Application(s) which the Evaluation Team judges to be the most advantageous to the City by applying the following evaluation criteria:

- (a) Technical;
- (b) Experience, Reputation and Resources; and
- (c) Financial

It is anticipated that the Application that is evaluated to have the highest weighting will be selected as the Preferred Applicant, but the City reserves the right for the Evaluation Team to decline to recommend any Applicant which the Evaluation Team, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Applicant, considering any relevant factors, including an Applicant’s financial resources, safety record, claims and litigation history, work history and environmental record.

## **14. EVALUATION PROCESS**

To assist in evaluation of Applications, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Applicant, and any subcontractors proposed in the Application, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Applications;
- (b) seek clarification or additional information from any, some, or all Applicants with respect to their Applications, and consider and rely on such supplementary information in the evaluation of Applications;
- (c) request interviews/presentations with any, some, or all Applications to clarify any questions or considerations based on the information included in Applications, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Applications; and
- (d) seek confirmation that the inclusion of any personal information about an individual in an Application has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Applications and may, after completing a preliminary review of all Applications, identify and drop from

any detailed evaluation any Applicant which, when compared to the other Applicants, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Applicant. The City expressly reserves the right to reject any design optimizations proposed by an Applicant, or any substitutions proposed by an Applicant that have not been approved by the City pursuant to Section 11.

## 15. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFA-SOA:

- (a) The City need not necessarily consider the Application with the lowest Application Price, or any Application, and the City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Services.
- (c) Each Applicant, by submitting an Application, irrevocably:
  - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Applicant in preparing its Application for any matter relating directly or indirectly to this RFA-SOA (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA); and
  - (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Applicant and the City is entered into for the supply and delivery of the Services for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA.
- (d) If the City considers that all Applications are priced too high, it may reject them all.

## **16. SELECTION AND NEGOTIATION**

The Evaluation Team will recommend to the City the Application that it determines is most advantageous in accordance with this RFA-SOA. The City may accept or reject the Evaluation Team's recommendation.

The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Agreement – Services and Schedules A and B and including prices.

If the City selects a Preferred Applicant, then such Preferred Applicant will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may:

- (a) negotiate any aspect of a Preferred Applicant's Application, including reductions in the prices as set out in the Preferred Applicant's Application;
- (b) negotiate the incorporation of the Preferred Applicant's suggested amendments to the Agreement as may be included in its Application; and
- (c) negotiate terms and conditions different than those contained in the RFA-SOA and other documents referred to in the RFA-SOA, the Application or both, and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the Preferred Applicant written notice to terminate discussions, in which event the City may then either open discussions with another Applicant or terminate this RFA-SOA in whole or in part and obtain the supply and delivery of the Services in some other manner, or not at all.

The City has no duty or obligation to advise any other Applicants or to allow them to modify their Applications, and the City will have no liability to any Applicant as a result of such negotiations or modifications.

The City may, at its sole discretion, require the Preferred Applicant to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.

## **17. NO CONTRACT**

This RFA-SOA is simply an invitation for Applications (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 RFA-SOA or the submission of Applications. The City may negotiate changes to any terms of an Application, including terms in the Schedule A and B of the RFA-SOA including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

## **18. LIMITATION OF CITY LIABILITY**

Notwithstanding anything to the contrary contained in the RFA-SOA or any other document, material or communication made available to Applicants by the City or its representatives in

connection with this RFA-SOA, the City accepts no responsibility or liability for the accuracy or completeness of this RFA-SOA (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this RFA-SOA or any such information as is described in this paragraph is solely that of each Contractor.

**19. APPLICANT'S EXPENSES**

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFA-SOA. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this RFA-SOA.

**20. CONFLICT OF INTEREST**

An Applicant must disclose in its Application 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.

**21. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONTRACTORS**

Applicants and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFA-SOA, other than the contact person named in Section 3 of this RFA-SOA, at any time prior to the award of a Standing Offer or the cancellation of this RFA-SOA.

**22. CONFIDENTIALITY**

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

## ATTACHMENT 1 – STANDING OFFER AGREEMENT – SERVICES

AGREEMENT No.: 1220-060-2019-008

### BETWEEN:

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

### AND:

 *Insert Full Legal Name of Applicant*

(the “Contractor”)

**WHEREAS** the City wishes to engage the Contractor to provide Services in connection with  
**Emergency Restoration Contractor 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 Applicant agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In these General Terms and Conditions:

- (a) “Agreement” has the meaning set out in Section 1.2;
- (b) “Application” means the application for a Standing Offer attached as Schedule B;
- (c) “City” means the City of Surrey;
- (d) “Contractor” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
- (e) “Fees” has the meaning set out in Section 5;
- (f) “Order” means a written order executed by the City for specified Services;
- (g) “RFA-SOA means the Request For Applications For Standing Offer Agreements;
- (h) “Services” means any portion of the services as described generally in Schedule A that the City requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement; and
- (i) “Standing Offer” means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 2.1.

#### 1.2 This Agreement consists of all of the documents listed below and 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) Order;
- (b) this Agreement;
- (c) the specifications and scope of Services set out in Schedule A of the Request;

- (d) the Application;
- (e) the Request; and
- (f) other terms, if any, that are agreed to by the parties in writing.

## **2. NATURE OF AGREEMENT**

- 2.1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

## **3. SERVICES**

- 3.1 The Contractor covenants and agrees that it will, if ordered by the City, perform the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order, Schedule A and Schedule A-1 of the Request and as described in the Application.
- 3.2 The City may from time to time, by written notice to the Contractor, make changes in the 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 the Application.
- 3.3 The Contractor will, if required in writing by the City, provide additional services as may be listed in the Application. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Contractor will not provide any additional services in excess of the Services ordered in writing by the City.
- 3.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner providing 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 Services.
- 3.5 The Contractor will perform the Services 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 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.

## **4. TIME**

4.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods as agreed to in writing by the City and the Contractor. The Contractor agrees to provide the Services in accordance with the time schedule indicated in the Order. If at any time the Contractor discovers that the time schedule cannot be met it will immediately advise the City in writing and propose a revised time schedule for approval by the City representative.

## **5. FEES**

5.1 The City will pay to the Contractor the fees as set out in this Agreement (the “**Fees**”). Payment by the City of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 The Fees will be the entire compensation owing to the Contractor for the complete performance of the Contractor’s obligations under this Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the Services.

5.3 For greater certainty, costs of general management, non-technical supporting services, all insurance, import duties and taxes, brokerage, royalties, handling, general overhead, profit and all other charges are included in the Fees.

5.4 The Fees will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.

5.5 If the Contractor does not have an office in Canada and does not provide to the City a waiver of regulation letter, the City will withhold the 15% withholding tax deduction from all payments in accordance with Article XII, Canada – United States Income Tax Convention, 1980.

## **6. PAYMENT**

6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit invoice to the City requesting payment of the portion of the Fees relating to the Services provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number **P.O. # \_\_\_\_\_**, the Contractor's invoice number, the names, charge-out rates and number of hours worked of all employees of the Contractor that have performed Services; the percentage of Services completed; the total budget for the Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. Daily work records and all supporting documentation shall be submitted along with the Contractor’s report and invoicing to Risk Management for review as available.

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 will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except 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; and

- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- 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 INVOICE BY HARD COPY**

Mail hard copy invoices to:

Surrey City Hall  
Risk Management  
Assigned Adjuster  
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 perform the Services.
- 8.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Application 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 General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services. Every vehicle used by the Contractor in the course of providing the Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in the Order. 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 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 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 Not Applicable

## **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 this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) Commercial General Liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;
  - (b) Contractor Pollution Liability (CPL) in an amount not less than Five Million Dollars (\$5,000,000). The Contractor shall ensure that any sub-contractor retained to

manage hazardous materials shall have CPL insurance in an amount not less than stated above;

- (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) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in 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. 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 requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

12.6 The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **13. CITY RESPONSIBILITIES**

13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the 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 in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to review the Contractor's performance of the Services.

#### **14. DEFICIENCIES**

14.1 The City shall have a reasonable time to inspect and to accept the Services. The City may reject any Services not in accordance with this Agreement. The City shall notify the Contractor of rejection of the Services Any costs or expenses incurred by the City as a result of the rejection of the 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 Services not in accordance with this Agreement. This holdback may be held, without interest, until Services are received or such deficiency is remedied.

#### **15. DEFAULT AND TERMINATION**

15.1 In the event the Contractor does not 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 shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.

15.2 The City may by written notice at any time cancel this Agreement with respect to Services which, as of the date of cancellation, have not been performed.

15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to complete the Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities

15.4 The City may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the

- City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
  - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
  - (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
  - (f) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **16. CURING DEFAULTS**

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

## **17. DISPUTE RESOLUTION**

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **18. WCB AND OCCUPATIONAL HEALTH AND SAFETY**

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

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

18.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule A-2 of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

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

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

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

18.7 The Applicant understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations.

**Refer to Schedule A-1 – Contractor Health & Safety Expectation – Responsibility of Contractors for additional information.**

**Refer to Schedule A-2 – Prime Contractor Designation Letter of Understanding for additional information.**

**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**

20.1 Not Applicable

**21. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS**

21.1 This Agreement will 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 be brought in such courts.

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

21.3 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**

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.

**23. ENTIRE AGREEMENT**

23.1 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire Agreement of the parties regarding the provision of the 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 provision of the Services.

**24. AMENDMENT**

24.1 This Agreement may be amended only by agreement in writing, signed by both parties.

**25. CONTRACTOR TERMS REJECTED**

25.1 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.

**26. SURVIVAL OF OBLIGATIONS**

26.1 All of the Contractor's obligations to provide and perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

**27. CUMULATIVE REMEDIES**

27.1 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

**28. NOTICES**

28.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey  
<img alt="redacted" data-bbox="294 561 324 576"/> **insert department/division/section name**>  
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <img alt="redacted" data-bbox="294 614 324 629"/> **insert City contact name**>  
<img alt="redacted" data-bbox="294 632 324 647"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 667 384 682"/> **insert**>

Business Email: <img alt="redacted" data-bbox="354 686 384 701"/> **insert**>

(b) The Contractor:

<img alt="redacted" data-bbox="294 750 324 765"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="294 783 324 798"/> **insert City contact name**>  
<img alt="redacted" data-bbox="294 801 324 816"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 836 384 851"/> **insert**>

Business Email: <img alt="redacted" data-bbox="354 854 384 869"/> **insert**>

**29. UNENFORCEABILITY**

29.1 If any provision of this Agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

### **30. HEADINGS**

30.1 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

### **31. SINGULAR, PLURAL AND GENDER**

31. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

### **32. WAIVER**

32.1 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

### **33. SIGNATURE**

33.1 This Agreement may be executed in 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 or PDF email transmission.

### **34. ENUREMENT**

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

### **35. RATES**

35.1 Rates include all costs (including but not limited to fuel, operator, and equipment). The City will not consider claims for extra payment. Fuel surcharges will not be accepted.

35.2 Hourly rates begin at the arrival on the jobsite. Rates are only applicable from the starting time or when the equipment arrives, if later than the starting time, until the equipment is dismissed.

35.3 If the Contractor arrives on site at the prearranged call out time and must wait for the City crews, equipment or instruction, that is to be deemed "standby" time. Standby time will be paid at regular hourly rates.

### **36. REMOVAL OF STAFF**

- 36.1 The City may, at its sole discretion request the Contractor to reprimand, or remove any one of the Contractor's employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:
- Unfit to work;
  - Intoxication;
  - Use of foul, profane, vulgar or obscene language or gestures;
  - Disrupting work or workers;
  - Solicitation of gratuities from any person for services performed;
  - Willful, negligent or reckless action in disregard of safety or sanitary requirements;
  - Any action that the City may determine constitutes a public nuisance or disorderly conduct; and
  - Any other reason considered appropriate, at the sole discretion of the City.

**37. FAILURE TO ATTEND**

- 37.1. Contractors are required to attend as per the call out. Failure to attend may result in the Contractor's status being adjusted or cancellation of the Agreement.

**38. CANCELLATION OF ORDER**

- 38.1. The City reserves the right to cancel any Service request requested within this Agreement, with no costs incurred by the City, by providing a minimum one hour's notice of such cancellation to the Contractor prior to the start time of the requested Service request. For such requests the City is to contact the Contractor's office or dispatcher directly.

**39. STANDING OFFER TERM**

- 39.1 This Standing Offer program will be in effect for a period of one (1) year (the "Term").
- 39.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed 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.

**40. ALLOCATION OF SERVICES**

- 40.1 The Contractor may be allocated Services depending on the City's needs. The City does not, in any way guarantee work. The allocation of Service assignments will be at the sole discretion of the City and the Contractor shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the Services to a Contractor or to use its own City crew to perform any portion of the Services.
- 40.2 There will be no priority list nor will the City guarantee any Services to any particular Contractor.

**41. EQUIPMENT**

- 41.1 The Contractor should provide at their own expense all of the equipment necessary to perform the Services.
- 41.2 The Contractor(s) will be required to provide all personal with full personnel protective equipment and accessories during all hours of work, which will included as a minimum:  
(a) high visibility vests, rain gear or other outer garments;  
(b) arm and wrist bands;  
(c) gloves;  
(d) hard hats;  
(e) safety footwear;  
(f) safety glasses;  
(g) ear protection; and  
(h) first aid kits.
- 41.3 All personal protective equipment must meet or exceed current WorkSafeBC regulations and requirements.

#### **42. RESPONSE TIME**

- 42.1 The Contractor is to be available to respond twenty four (24) hours per day, seven (7) days per week, 365 days per year with a preferred four (4) hour minimum response time or better and a one (1) hour response time for emergencies, as determined by the nature of a given situation and/or emergency. The timing for other projects will be as appropriate to the nature of the work assignment and agreed to with the City.

#### **43. TRANSPORTATION**

- 43.1 The City will not be responsible for transportation of the Contractor's personnel to and/or from any work site. This includes any transportation required between work sites during the working period.
- 43.2 Contractor's personnel will not be permitted to ride in or on the City vehicles.

#### **44. SET-UPS AND REMOVALS, AS REQUIRED**

- 44.1 The Contractor is required at the start of the Services request to set-up all equipment and, if necessary, signage at the work sites. The Contractor shall be responsible for control of traffic at the work site, in accordance with the most recent copy of the Ministry of Transportation and Highways Traffic Control Manual for Works on Roadways and any applicable WorkSafeBC Regulations for Services performed on City Roads. At times when work sites are unmanned, particularly in the night, the work site should be closed off and equipment should be strategically positioned to avoid accidents. For night work, reflective or flashing lights with wands are necessary. All equipment, signs and devices should be removed on the day of the completion of the Service request.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

**This Standing Offer Agreement** is executed by the City of Surrey this \_\_\_\_ day of \_\_\_\_, 201\_.

**CITY OF SURREY**

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

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

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

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

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

**This Standing Offer Agreement** is executed by the Contractor this \_\_\_\_ day of \_\_\_\_, 201\_.

**CONTRACTOR**

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

\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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

## **SCHEDULE A SPECIFICATIONS AND SCOPE OF SERVICES**

### **DEFINITIONS**

In this Schedule A – Specifications and Scope of Services the following definitions apply:

- (a) **“List of Qualified Contractors”** or **“List”** means a list of names of Qualified Contractors and in the case where the Qualified Contractor is a company, includes the names of their staff, who possess the qualifications described in this RFASOA #1220-060-2019-008, and that have satisfied any conditions set by City for being added to and staying on that list; and
- (b) **“Qualified Contractor”** means an Applicant who is either an individual or who is a company having one or more staff members, possessing the qualifications in a service area described in this RFASOA that has satisfied any conditions set by the City for being added to, and staying on, the List of Qualified Contractors in that Service area.

### **1.0 BACKGROUND**

The City is seeking to contract with one or more Contractor(s) specializing in facility emergency restoration services for assets owned by the City of Surrey. Emergency restoration services would be on an “as and when required” and “on demand” basis. The City will be looking to the Contractor to provide cost effective and reliable emergency restoration services when required (24/7/365).

The Services include without limitation the supply and delivery of material, the provision of skilled labour, equipment, tools, management, materials, parts and supplies (including shop supplies) to perform the Services and other requirements of this RFASOA in the City.

The City is to provide full details of the scope of Services to the Contractor as required for projects on an “as and when required” basis.

### **2.0 CIVIC FACILITIES**

The City has multiple civic facilities including:

- indoor arenas, community centres, youth centres, a museum, heritage buildings, an arts centre, and fine arts & museum collections;
- seventeen (17) fire halls;
- five (5) community police stations;
- Parks Division and Engineering Operations Division works yards, pump stations and tide gate dams;

- library buildings (including a large book collection); and,
- City Hall, leased & owned buildings, furnishings, and computers and other equipment.

### **3.0 EMERGENCY RESTORATION CONTRACTOR SERVICES**

Emergency restoration services may include, but not be limited to, the following:

1. Flood damage response
  - a. Water damage from broken pipes, storm or sewer backups;
  - b. Hazardous material analysis from water damage;
  - c. Content and property restoration from flood damage;
  - d. Air scrubbing and disinfection;
  - e. Restoration or removal of damaged carpeting or drywall; and
  - f. Content restoration.
  
2. Structural Drying and odor removal
  - a. Drying process using open systems, closed systems, refrigerant dehumidifiers, desiccant dehumidifiers, drying and deodorizing chambers;
  - b. Remove odors from surfaces (including removal of bacteria, organic materials, chemical materials; and
  - c. Ozone or UV light deodorization.
  
3. Fire damage response and restoration
  - a. Water, smoke, and soot damage restoration;
  - b. Air scrubbing for smoke and soot removal;
  - c. Deodorization, dehumidification and drying of property and contents;
  - d. Removal of smoke and soot from HVAC systems and air ducts; and
  - e. Rescue of assets.
  
4. Weather Damage
  - a. Tree impact damage to structures;
  - b. Temporary roof repairs; and
  - c. Hail storm damage.
  
5. Catastrophic Events
  - a. Emergency board-ups and temporary repairs; and
  - b. Temporary fencing and hoarding.
  
6. Hazardous Materials
  - a. Mold assessment and containment;
  - b. Prevention of cross-contamination;
  - c. Asbestos identification including testing of material and containment;

- d. Lead identification including testing and containment; and
- e. Spill response to areas where chemical spills or fuel spills may have occurred.

7. Contents Protection and Storage

- a. Cleaning, deodorizing, inspecting and packing contents that may need to be moved off-site or to other locations;
- b. Inventory of property; and
- c. Climate controlled storage of contents.

8. Electronics

- a. Cleaning, restoration, decontamination, and salvage of electronic equipment (if economically feasible); and
- b. Testing and removal of chemicals and corrosives.

The preceding list is provided as a sample of the Services that the Applicant may be required to perform. The City reserves the right to make amendments to this list as necessary.

The actual Services required will vary from project to project. The allocation of work is to be at the sole discretion of the City, and the Applicant(s) does not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the work to an Applicant(s) or to use its own forces to perform any portion of the Services.

The City intends to establish one or more Lists of Qualified Contractors for the provision of these Services.

#### **4.0 COORDINATION WITH THE CITY AND INSURANCE ADJUSTERS**

Contractor should have experience with coordinating emergency restoration and response projects with insurance adjuster(s). Contractor is expected to coordinate services with the City's Risk Management Division and the City's facility operators and delegates.

Coordination of services may also be required with the City's consultants, City employees and agents, engineers, tradespersons, architects, and other project managers.

#### **5.0 CONSULTING AND PLANNING SERVICES**

The Contractor will have the ability to have project managers and consultants available should the City require planning and pre-response consulting services. The Contractor should be able to identify risks and potential losses in unforeseen situations, aid the City in creating response plans and contingency plans, and aid the City in identifying risk mitigation plans. Identification of emergency equipment and identification of locations for

emergency equipment may be required. The City's intent would be to mitigate losses and ensure business continuity for the residents of Surrey.

## **6.0 CONTRACTOR'S PREFERRED QUALIFICATIONS**

The Contractor shall have the ability and the personnel to respond to emergency situations 365 days per year, 24 hours per day and be a member in good standing of BC Association of Restoration Contractors ("BCARC") and holding COR (Certificate of Recognition) certification through the BCCSA (BC Construction Safety Alliance).

The Contractor will be capable of site containment and temporary structures, carpentry, electrical, mechanical, plumbing, roofing and building envelopes, and interior design build and finishing Services.

The Contractor's project managers shall be trained and experienced in, but not limited to, disaster clean-ups, emergency responses, drying and dehumidification of building and contents, thermal imaging, relocation of property, odor removal, restoration of sensitive electronics or equipment, document recovery, mold remediation, demolition and temporary restorations. Training should be accordance with IICRC (Institute of Inspection, Cleaning and Restoration Certification) Standards. The project manager should also be a capable communicator able to keep both the City's Facility Manager and the City's Risk Management Division well informed as to the progress of the restoration.

The Contractor's technicians should be certified in accordance with IICRC standards and familiar with local, provincial, and federal laws and regulations. Certifications and training may include, but are not limited to: bacterial remediation, structural drying, carpet and drywall cleaning, occupational health and safety, textile cleaning, odor control, fire and smoke restoration, water damage restoration, sensitive equipment and electronics restoration and recovery.

### Contractor's Personnel

Applicant will ensure that all trades, whether own force or subcontracted are:

- (a) Trade Qualification (TQ) certification recognized in the Province of British Columbia;
- (b) Able to effectively understand and carry out written and verbal instructions;
- (c) Able to work independently with minimal direct instruction and to interact effectively with staff and the public;
- (d) Trained in safe work practices;
- (e) Registered apprentices may be employed provided they work under the direct supervision of a trades qualified journeyman in accordance with trade regulations;
- (f) Skilled Analytical/problem solving;
- (g) Valid BC Driver's License(s) required; and
- (h) A minimum of five (5) years of experience in restoration services.

## **7.0 CONTRACTOR'S EQUIPMENT**

The Contractor should have supplies and equipment on hand and ready for deployment that may be required for any type of emergency response or restoration service.

The Contractor should have sufficient portable power generation equipment to respond to emergencies. The Contractor should have air duct and HVAC cleaning equipment and experience.

## **8.0 INVENTORY MANAGEMENT**

Contractor should have procedures in place to inventory and track the City's property, contents, and other items being serviced.

## **9.0 RESPONSES TO SCENES INCLUDING TRAUMA**

The Contractor's project managers and technicians may be called on to attend scenes that include trauma and may include clean up and removal of blood and bodily fluids.

## **10.0 GENERAL CONDITIONS**

### **10.1 Standard of Services**

All Services shall be carried out in accordance with the current edition of the original equipment manufacturer's (OEM) specifications and recommendations, applicable industry trade associations, all applicable Municipal, Provincial and National codes, by-laws, regulations and other applicable requirements (included by reference only.)

The Qualified Contractor is to provide only qualified personnel fully trained and experienced in performing the work requested in accordance with good industry practice. All work shall be performed in a professional manner and in accordance with good trade practice and must be continually acceptable to the City.

If, following performance of any of the Services, the City is of the opinion that such Services have not been performed to the standard (in respect of quality and quantity) required by the City, the City will notify the Contractor. If, following discussions between the City and the Contractor, the City remains dissatisfied with the manner in which the Services were performed, the Contractor must re-perform the Services at its cost, and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability.

As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Qualified Contractor.

## **10.2 Protection of the Public and Property**

The Contractor shall hold paramount the safety, health and welfare of the employees and the public.

In performing the Services, the Contractor shall protect the City's property and other person's property from damage. The Contractor shall at the Contractor's own expense make good any such damage which arises as a result of the Contractor's operation except for damage which, in the performance of the Services, the Contractor could not reasonably avoid.

The City requires Contractors who perform the Services for the City to provide a copy of their safety programs, including safety records and safety information of company practices. An outline of the Contractor's safety program is to be included in their Application.

In performing the Services, the Contractor is solely responsible for the safety of the jobsite and is to comply with the appropriate occupational safety and health standard, rules, regulations, and orders that are applicable to his actions and conduct. Safety of the public, while a job is being completed, will also be the responsibility of the Contractor. Personal Protective Equipment is to be used as required, be in good condition, appropriate for the tasks conducted and meet all regulatory standards. Safety devices and guards are to be in place and functioning.

## **10.3 Traffic Control**

The Contractor shall be responsible for all temporary traffic marking, and signing and control while performing the Services covered by this RFASOA. In general, whenever required to obstruct traffic for the performance of any of the Services, the Contractor shall provide the necessary signs, barricades, and other warning devices as specified in the document "*B.C. Traffic Control Manual for the Work on Roadways*". The requirement of the Contractor to obtain City Road and Right-of Way and Traffic Obstruction Permits is hereby waived, with the exception of complete road closures.

## **10.4 Service Coverage**

Contractor should have a demonstrated ability to provide Services on location on 24 hours notice.

Unless otherwise advised the regular working hours and ordinary working days of a majority of City facilities are between **7:00 a.m. to 5:00 p.m. Monday through Friday**. All work performed outside of normal working hours or on other than ordinary working days will be with the prior direction or approval of the City. For all scheduled work, the Contractor will report punctually at the work site to perform the work diligently and expeditiously for completion of the work in a timely manner.

The Contractor may be required to carry out work outside of the normal working hours or ordinary working days without the prior approval of the City, where it is necessary in the interests of safety of the works or where the work is required to protect property. In such circumstances the Contractor shall inform the City in writing of the circumstances as early as possible. Callouts are unscheduled work, used for emergencies, etc. The Contractor will respond to such calls and be at the work site within sixty (60) minutes from the time of the call is received by the Contractor. The Contractor will be paid at the rate(s) and specified in Schedule C.

If the Contractor wishes to carry out work outside of the normal working hours and approval is given by the City, but the reasons for working these hours are for the Contractors benefit, then the hourly rate for such work will be at the normal hourly rate.

The Contractor will be expected to locate his own source of supply of materials, parts and equipment required to carry out the work under an Order, and should make satisfactory arrangements for such to be available as required.

## **10.5 Personnel Hourly Rates**

Rates will be paid on an hourly basis.

Except for rates shown in Schedule C, no other rates will be used.

The personnel hourly rates shall include all costs, including but not limited to the following:

- (a) the cost of all labour (including operator), materials and equipment;
- (b) overheads covering and not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, sub-contractors, etc.
- (c) mobilization and demobilization (and including traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- (d) mark-ups and profits; and,
- (e) any other costs and expenses.

Note: Contractors will only be paid on the basis of productive hours at the job site. Hourly rates begin at the arrival on the job site. Rates are only applicable from the starting time or when the equipment arrives, if later than the agreed upon starting time, until the equipment is finished for the period of time required or dismissed from the job site. Hours worked will not apply to time spent for paid for break periods (e.g. lunch break, washroom breaks, etc.) transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment as this is considered to be overhead and the cost shall be included in the hourly rate for basic labour or equipment.

Every effort should be made in the scheduling of staff breaks to minimize the disruption of the work, and may be directed by the City.

If the Contractor arrives on site at the prearranged call out time and must wait for City forces, equipment or instruction that is to be deemed to be “standby” time. Standby time will be paid at regular hourly rates.

#### **10.6 Removal of Staff**

The City may request the Contractor to reprimand, or remove any one of the Contractor’s employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:

- Unfit to work;
- Intoxication;
- Use of foul, profane, vulgar or obscene language or gestures;
- Failure to provide qualified personnel;
- Disrupting work or workers;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- Any action that the City may determine constitutes a public nuisance or disorderly conduct; or
- Any other reason considered inappropriate at the sole discretion of the City.

#### **10.7 Reporting Procedures**

Initial report will be provided to the City’s Risk Management Division within seventy-two (72) hours or three (3) business days of the Contractor’s attendance to the loss location and will include, but not be limited to:

- Scope of work performed;
- Time of completion of these emergency works;
- Confirm the loss location and extent of damages;
- Photographs of the risk itself and applicable photographs of the loss; and
- Copy of completed work authorization.

**The presence or absence of any environmental or health and safety concerns must be communicated to the City’s Risk Management Division and the City’s representative as soon as possible.**

A further detailed report which will include an estimate and scope for any additional repairs that may be required will follow from the Contractor as available.

#### **10.8 Failure to Attend**

Contractors are required to attend as per the call out. Failure to attend may result in the Contractor's status being adjusted or removed from the Qualified Contractor list.

#### **10.9 Transportation**

The City will not be responsible for transportation of the Contractor's personnel to and from any job site. This includes any transportation required between job sites during the working period.

Contractor's personnel are not permitted to ride in or on City vehicles.

#### **10.10 Rejected Work**

Work that is defective ("**Defective Work**"), whether the result of poor design, poor workmanship, use of defective materials or damage through carelessness or other acts, and whether incorporated in the work or not, which has been rejected by the City as failing to conform to the contract will be removed promptly by the Contractor and replaced and remedied promptly and properly at the Contractor's expense.

#### **10.11 Materials**

- a) **Products and parts:** All products used by the Contractor are to meet or exceed OEM specifications.
- b) **Repair and parts warranty:** Warranty on parts is to be equal to or better than the manufacturers' warranty as stated in manuals or other manufacturers' publications.

The warranty period begins on the date the part is installed. The source of this installation date will come from the Applicant's invoice.

#### **10.12 Performance**

Timely performance is of the essence in the provision of the Services.

**SCHEDULE A-1**  
**CONTRACTOR HEALTH & SAFETY EXPECTATIONS**

**RESPONSIBILITY OF CONTRACTOR(S)**

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

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

**PERSONNEL**

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

**SAFETY MANAGEMENT SYSTEM**

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.

8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

### **WORK AREAS –City Facilities**

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

### **SAFETY ATTITUDE**

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

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

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

#### **All Employees & Contractors:**

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work



An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

**A common sense approach usually resolves the issue.**

## GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
  - a) Aisles are to be kept clear at all times.
  - b) Individual work areas are to be kept clean and tidy.
  - c) All materials, tools, products and equipment are to be kept in their designated areas.
  - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
  - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
  - a) Become familiar with Surroundings and emergency exit.
  - b) Ensure aisles and exits are not blocked at any time.

c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

**16. Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

<b>Issued By:</b>	<b>Occupational Health &amp; Safety Section - Contractor Coordination Program</b>
<b>Date:</b>	<b>Revised: January 14, 2014    Original: August 15, 2014</b>
<b>Distributed:</b>	<b>Via Email &amp; Posted on Intranet: January 16, 2015 :<u>August 15, 2014</u></b>

**This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.**

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**(Please Print)**

**Date:** \_\_\_\_\_

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

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

**Coordination of multiple-employer workplaces**

**118 (1) In this section:**

**"multiple-employer workplace"** means a workplace where workers of 2 or more employers are working at the same time:

**"prime contractor"** means, in relation to a multiple-employer workplace,

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

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

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

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

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-060-2019-008

Project Title and Site Location: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

Business Telephone/Business Fax Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Person in Charge of Project: \_\_\_\_\_

Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_

Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return a signed copy of this memo to the City of Surrey, Finance Department, Purchasing Section,  
13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at  
604-591-4658.



**SCHEDULE B  
APPLICATION FOR A  
STANDING OFFER AGREEMENT**

**Request For Standing Offer Title: Emergency Restoration Contractor Services**

**Request For Standing Offer Reference No.: 1220-060-2019-008**

**Legal Name of Applicant:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall  
Finance Department – Purchasing Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104th Avenue  
Surrey, British Columbia, V3T 1V8, Canada

Phone: 604-590-7274  
Fax: 604-599-0956  
E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the

Applicant agrees to provide the Services. The parties agree that the City may not place any orders for the Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
  - (a) the Request;
  - (b) the specifications and scope of Services set out above and in Schedule A of the Request;
  - (c) the Standing Offer Agreement as Attachment 1 to this RFA-SOA;
  - (d) this Application;
  - (e) an Order (if any); and
  - (f) other terms, if any, that are agreed to by the parties in writing.
3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.
4. The Applicant offers to perform to the City of Surrey the Services for the prices plus applicable taxes as follows:

**A. LABOUR RATES (REGULAR BUSINESS HOURS):**

The Applicant should provide an all-inclusive pricing. Labour rates range for regular business hours:

**REGULAR BUSINESS HOURS**

**PERSONNEL HOURLY RATES:**

	<u>Hourly Rate</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
1. Project Manager:	\$ _____	\$ _____	\$ _____
Total Number of Staff Employed:	_____		
2. Technicians:	\$ _____	\$ _____	\$ _____
Total Number of Staff Employed:	_____		
3. General Labour:	\$ _____	\$ _____	\$ _____
Total Number of Staff Employed:	_____		

**OTHER (PLEASE STATE):**

4. State: _____	\$ _____	\$ _____	\$ _____
Total Number of Staff Employed:	_____		
5. State: _____	\$ _____	\$ _____	\$ _____
Total Number of Staff Employed:	_____		
6. State: _____	\$ _____	\$ _____	\$ _____

Total Number of Staff Employed: \_\_\_\_\_

**B. AFTER HOURS RATES:**

The fixed hourly charge that will be imposed by the Contractor for responding to an after regular working hours and emergency call out is as follows:

	<u>Hourly Rates</u>
Project Managers	\$ _____
Technicians	\$ _____
General Labour	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

After Hours rates apply at what time:

Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Monday to Friday

And Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Weekends and Holidays

**C. EQUIPMENT RENTAL:**

**DAILY RATES**

Fan	\$ _____
Dehumidifier	\$ _____
Truck & Water Extractor	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**D. REPAIR MATERIAL PARTS PRICE CHANGES:**

Describe how changes in repair material parts prices happen, and time frame for new prices to be applied:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Percent of mark up on repair material parts including overhead and profit: \_\_\_\_%.

Sub-Contractor mark-up percentage is \_\_\_\_\_ %.

Payment Terms: A cash discount of \_\_\_\_% will be allowed if invoices are paid within \_\_\_\_ days, or the \_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

The tradesman labour rates are all inclusive including, without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, overhead and profit.

Tradesman hourly labour rates are to be firm for a period of twenty-four (24) months.

**OVERTIME RATES APPLY AT WHAT TIME?**

Overtime Rates apply at the following time:

Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Monday to Friday; and

Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Weekends and Holidays.

**EMERGENCY CALL-OUT RATES:**

(a) Rate for emergency call out is \$ \_\_\_\_\_ per hour.

(b) Minimum charge for an emergency call out is \$ \_\_\_\_\_.

(c) Trip charge for an emergency call out is \$ \_\_\_\_\_.

**MARK-UP PERCENTAGES:**

(a) Percent of mark up on repair parts including overhead and profit: \_\_\_\_\_%.

(b) Rental equipment percentage on cost: \_\_\_\_\_ %

(c) Sub-contractor mark-up percentage is \_\_\_\_\_ %.

**RESPONSE TIMES:**

Type of Service Required	Maximum Response Time In Hours
Regular Service Response Time will be next day.	
Emergency Service Response Time during Regular and Outside of Regular hours.	Within 1 hour

5. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Experience, Reputation and Resources:**

- 6. Applicant's relevant experience and qualifications in delivering Services similar to those required by the RFA-SOA (use the spaces provided and/or attach additional pages, if necessary):

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- 7. Applicant's should describe its approach to quality control including details of methods used in ensuring quality of the Services, and response mechanisms in the case of errors, omissions, delays, etc. (use the spaces provided and/or attach additional pages, if necessary):

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- 7. Applicant's should provide references (name and telephone number) (use the spaces The City's preference is to have a minimum of three commercial or government references and should demonstrate the ability of the Applicant to perform jobs similar in scope, size, nature and complexity of this RFA-SOQ. Previous clients of the Applicant may be contacted at the City's discretion.

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

**Key Personnel**

Name: \_\_\_\_\_

Experience:

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_  
 Responsibility: \_\_\_\_\_

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

Description of Services	Sub-Contractors Name	Years of Working With Applicant	Telephone Number and Email

10. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Schedule B. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)

11. The City of Surrey requires that the successful Applicant have the following in place before performing the 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 at [www.surrey.ca](http://www.surrey.ca) search [Contractors Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Applicant's Services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
- (f) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

<b>Section</b>	<b>Requested Departure / Alternative(s)</b>

- 12. The Applicant acknowledges that the departures it has requested in Sections 10 and 11 of this Application will not form part of the Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.
  
- 13. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPLICANT**

I/We have the authority to sign on behalf of the Applicant.

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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

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