



REQUEST FOR QUOTATIONS

Title: Rental of Tents and Other Event Supplies for City's Major Events

Reference No.: 1220-040-2017-003

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **January 20, 2017**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2017-003

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

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

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

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

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

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. SPECIFICATIONS AND ALTERNATIVES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not

intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Proponents shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

15. MULTIPLE CONTRACTORS

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

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

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ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Rental of Tents and Other Event Supplies for City's Major Events

Reference No.: 1220-040-2017-003

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **Rental of Tents and Other Event Supplies for City's Major Events**

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

AGREEMENT NO.: 1220-040-2017-003

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

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

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**Calendar Year**" means the time period from January 1st to December 31st;
- (c) "**City**" means the City of Surrey;
- (d) "**Contractor**" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "**Fees**" means the price set out in Section B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "**Goods**" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "**Indemnitees**" has the meaning described in Section 11.2;

- (h) “**RFQ**” means the Request for Quotations;
- (i) “**Services**” means the services as described generally in **Schedule A**, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) “**Term**“ has the meaning described in Section 3.1; and
- (k) “**Year of the Term**” as used herein shall mean each twelve-month period commencing on January 1, 2017.

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda (if any);
- (c) the RFQ; and
- (d) other terms, if any, that is agreed to by the parties in writing.

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

- Schedule A Specifications of Goods & Scope of Services;
- Schedule A-1 Time Schedule;
- Schedule A-2 Products Listing;
- Schedule A-3 Temporary Tent Policy;
- Schedule A-4 Temporary Tent Permit Applications;
- Appendix 1 Prime Contractor Designation – Letter of Understanding;
- Appendix 2 Contractor Health & Safety Expectations – Responsibility of Contractors; and

Schedule B – Quotation.

2. **GOODS AND SERVICES**

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

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in **Schedule B**, to Attachment 1.

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in **Schedule B**, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

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

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

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on **March 1, 2017** and terminating **on February 28, 2018** (the "**Term**").

3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year renewal periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 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 (the "**Time Schedule**") as set out in this **Schedule A-1**, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

If the Contractor wishes to carry out the work outside the normal working hours, and the approval is given by the City, no extra compensation, in any form (e.g. overtime, etc.) will be given..

5. FEES

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

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by

Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in **Schedule B**, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number <📄 insert purchase order or contract reference number> , the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); deposits that have already been paid, and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 6.4 The City will pay the 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
- 6.5 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.
- 6.6 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.
- 6.7 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

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

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

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of Department Representative invoice is directed to.

- Include Purchase Order number (to be provided).
- Email(s) must not exceed 2MB.

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

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

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

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

6.8 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.9 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

7.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

8. PERSONNEL AND SUBCONTRACTORS

8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.

8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 8.6 Contractor will be responsible for all sub-contractor fees, rules and rental rates.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

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

11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

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

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

13. CITY RESPONSIBILITIES

13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the

Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

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

additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

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

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“**Dispute**”) using the dispute resolution procedures set out in this section.

17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to

negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.
- 18.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.4 The Contractor agrees that it is the prime contractor for the work as defined in the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Agreement, and

the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 18.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 18.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

Refer to Appendix 1 – Prime Contractor Designation – Letter of Understanding

Refer to Appendix 2 – Contractor Health & Safety Expectations – Responsibility of Contractors

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

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

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

21. COMPLIANCE

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

- 25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.

25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

27.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

27.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

28. SIGNATURE

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

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

29. FUEL EMISSIONS DATA

29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as "Traditional Services" in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:

- Type of vehicle/vehicle class used to deliver the contracted services;
- Type of fuel consumed by each vehicle class; and
- Litres of fossil fuels consumed in relation to the service delivered under the contract.

29.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>.

30. NON ROAD DIESEL ENGINE EMISSION REGULATION

30.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The

Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

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

30.2 Other important information:

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

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

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

31. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<< ~~TRACTOR~~ CON

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)

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SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The City of Surrey (The “City”) is seeking Quotation from experienced and qualified Contractors for the rental of tents and other major event supplies for the City’s annual major events.

The Goods and Services resulting from the award of this Agreement may be available to all City departments on an “as and when required” basis. The resulting price agreement will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City may obtain like goods and services from other sources when deemed necessary.

2. BACKGROUND

The City hosts 4 major special events annually as follows:

(a) **Party for the Planet**

Surrey’s Party for the Planet is one of the largest Earth Day celebrations in BC and it’s free! Earth Day is intended to inspire awareness for the Earth’s natural environment. Party for the Planet features a main stage, family activities and vendor booths set through the atrium and plaza at City Hall. The main stage will have a rock/pop headlining band targeted towards attracting a 13-25 demographic. Other onsite entertainment will have a family focus. Estimated attendance is 10,000+.

(b) **Canada Day Celebration**

The Surrey Canada Day site features a main stage, community stage, food concessions, mid-way amusement rides, fireworks and a community activity zone. Our talent includes both community and headline performers. The RCMP estimated our attendance at over 100,000 throughout the day; at any one time, the maximum on-site capacity is estimated at 35,000 people.

(c) **Fusion Festival**

Surrey Fusion Festival features 70 performances on 4 stages over 2 days. The two-day festival brings together cultural and community groups from around the world and more than 50 recording artists and performers with live entertainment, food pavilions and interactive cultural activities. The headliners will include well-known international artists on both Saturday and Sunday. The estimated attendance over the both days is approximately 110,000.

(d) **Tree Lighting Festival**

The Tree Lighting Festival features the lighting of BC’s largest tree and a main stage with both a headliner and community talent. Various activities and vendors help animate the site. Estimated attendance is 12,000 people.

3. SCOPE OF SERVICES

3.1 The Contractor shall provide everything needed to meet all the requirements of the Agreement including, without limitation any and all labour, materials, tools and equipment, transportation, and on-site supervision to faithfully perform and provide the Services at the City’s major events specified.

- 3.2 Services shall include but not be limited to the supply, delivery, anchoring, installation, set up and removal of tents, tables, chairs, staging, decking and other related event supplies.
- 3.3 All tent setup is to follow the City's **Temporary Tents Policy** and **Temporary Tent Permit Application** (provided for reference in **Schedule A-3** and **Schedule A-4**, respectively). The Contractor will obtain and maintain temporary tent permit (s), as required, for each event.
- 3.4 Cooking may occur under or directly beside the marquee tents, any tent that will be involved in cooking will be indicated at the time of booking.
- 3.5 The Contractor will:
- (a) provide sources for the supply of all tents, staging, decking, accessories and related materials as listed in **Schedule A-2**;
 - (b) provide manpower and equipment for the delivery, installation, dismantling, and removal of all tents, staging, decks, and other event supplies are carried out according to the Time Schedule. All tents, staging and decking materials are to be cleared off the site on the schedule dates.
 - (c) work with City to deliver an on time project and within the overall budget, deliver a safe working environment, and preserve the environment;
 - (d) conduct site inspection prior to the event to ensure that there are no obstructions (e.g. trees, electrical, telephone, power lines or fire restrictions) within the desired tent area have access to trucks and equipment, and a generally working area to install and dismantle the tents;
 - (e) present to the City, the specifications of the tents, staging, decking, accessories with diagrams and photographs. Sketches where the tents, staging and decks are located are to be presented for the City approval. All tents must meet the B.C. Building Code and Surrey Fire Department Fire Code and have labels sewn into the seam of the tents;
 - (f) ensure knowledge of the ground conditions, overhead and underground utilities. As the majority of tents are on grass areas, stake anchoring may not be possible and in such circumstances, weighted ballasts are to be used. Where the tents are on pavement, no drilling into asphalt or concrete is permitted;
 - (g) ensure waste disposal of any unwanted hazardous materials and debris are to be removed from the event sites at the time when the tents, staging and decking are cleared off the site; and
 - (h) provide customer service to attend to any issues that may occur during the events.

4. SPECIFICATIONS OF GOODS

4.1 Quality:

- (a) The Contractor should ensure that all Goods are new, not damaged or defective, and of the best quality (compatible with specifications) for purposes intended.
- (b) The Contractor will remove and replace defective Goods at its own expense. If the Contractor does not carry out its obligations within a reasonable time, the City may remove and replace the defective Goods at the Contractor's cost.

4.2 **Flame Resistance**

All tenting must have a label affixed confirming that the tenting is treated with a fire retardant. Every tent and air-supported structure and all tarpaulins and decorative materials used in connection with these structures shall conform to CAN/ULC-S109, "Flame Tests of Flame-Resistant Fabrics and Films"

4.3 **Pricing:**

- (a) Rental prices quoted are to remain firm for one year from commencement date of the Contract, except if the Contractor offers the Goods listed for public sale at a lower cost, the same or better pricing must be extended to the City.

4.4 **Delivery:**

- (a) The Contractor is responsible for storage of Good(s) prior to the delivery and installation date as established on the Time Schedule.
- (b) Emergency or rush deliveries (day of event or after pre-scheduled work days) requested by the City that require special shipping and handling charges may be at the City's expense, but only with prior written approval from the City. Emergency or rush shipment charges shall be added to an invoice as a separate line item.
- (c) In the event emergency or rush delivery is required as a result of a Contractor's error; all shipping and handling charges shall be paid by the Contractor.

4.5 **Delays**

- (a) In the event the delivery schedule approved by the City is delayed by events beyond the control of the City, the City shall provide prompt and timely notice, in writing, to the Contractor.
- (b) If the Contractor is delayed in the performance of the services by its own acts or omissions, or those of its employees, agents or subcontractors, then the Contractor will not be entitled to any time extension or reimbursement as a result of such delay.
- (c) In the event the Contractor fails to meet its delivery commitments, the City reserves the right to obtain adequate equipment and supplies necessary to function properly from any available source. In such event, the order will be cancelled and any difference in price shall be paid by the Contractor.
- (d) The City will not be responsible for restocking charges for Goods returned or exchanged under the terms of the Contract, unless mutually agreed upon by the City and the Contractor.

4.6 **Additional Requirements:**

- (a) Gutters: Gutters may be required to direct the flow of rain water. Specify and include specifications of the proposed gutters.

- (b) Signage: Signs like “EXIT”, directional (ARROW), etc. are necessary to direct the public in major events.
- (c) Tent Structures: The construction of all tents has to be according to the B.C. Building Code, and have the approval of certified Structural engineers.
- (d) Ballast/Staking: Type of methods used is usually staking, concrete blocks, water ballasts, etc. State the method to be used in this particular project. The City may have concrete ballasts for the use of this project, otherwise, specify the size, weight and the quantities required for this project.
- (e) Staging Platforms: Staging and platforms are to be inspected in accordance with good engineering practice.
- (f) Certification of Equipment: Certified in writing by the equipment manufacturer/supplier or a professional engineer or complying with this part and safe to use. If the certification is to be provided by the equipment manufacturers, the persons signing on behalf of the manufacturers must be specifically authorized in writing to do so.

5. MARKETING INITIATIVE SUPPORT

Event Sponsorship - Mayor’s Charity Gala

The Contractor should provide funding to the City, and pay to the City an annual Mayor’s Charity Gala payment of \$5,000 (the “Mayor’s Charity Gala”) each Year of the Term. The Mayor’s Charity Gala Payment shall be earned pro rata over the applicable Year of Term, and should be paid within sixty (60) days of the first (1st) day of the applicable Year of the Term, or portion thereof.

6. CONTRACTOR’S RESPONSIBILITIES

The Contractor must:

- (a) have a detailed technical understanding of the project, its purpose, scope and field of providing the services of tents, staging and decking;
- (b) have the background and experience in providing similar services, and have the level of experience in working with municipalities and/or other government bodies of similar size;
- (c) have experienced Personnel with relevant experience of designated personnel, adequate equipment, quality customer service, and an effective operation plan to meet the City’s objective and its challenging timelines;
- (d) Contractor’s responsibility will be for their immediate area(s) of work and will work with the City and other contractors to maintain overall site safety.
- (e) check in with site manager prior to driving onsite or making deliveries.
- (f) The Contractor will be responsible for damage as a result of mechanical failure, improper installation and materials, Acts of God and normal wear and tear of the tents.

7. CONDUCT OF PERSONNEL

The Contractor will ensure that:

- (a) all personnel performing the Services (the "Personnel") conduct themselves in a courteous and respectful manner that is conducive to positive public relations;
- (b) all Personnel will wear a uniform provided by the Contractor in a form satisfactory to the Department Representative and that abides by all clothing requirements under the Workers Compensation Act and Regulations pursuant thereto; and
- (c) all Personnel will at all times carry on their person, personal photographic identification.

8. ANTICIPATED QUANTITIES

The respective amounts of Goods to be supplied as listed in **Schedule A** and/or **Schedule B** are an estimate for purpose of comparing Quotations only. The City does not expressly nor by implication agrees that the actual amounts of Goods of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the Goods, or to omit portions of the Goods that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of Goods actually supplied and the quantities stated in **Schedule A** and/or **Schedule B**.

For clarity, the quantities of tents and other supplies listed are subject to change.

9. CONTRACTOR'S VEHICLES AND EQUIPMENT

- 9.1 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information. All of the Contractor's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor shall arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 9.2 Vehicles used in the performance of the Services shall be identified on both sides with the full company name, telephone number and ID/ unit number. This must be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a City Contractor. This shall not replace the company identification on the sides of vehicles and equipment.
- 9.3 Driving speed through City parks will be at a maximum of 10 km/ hour, and the Contractor's vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. Amber lights on each vehicle must be used during the course of business in City parks.
- 9.4 A list of in carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street,

thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

10. COMMUNICATION

- 10.1 The Contractor shall be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations must be followed up with written communication.
- 10.2 The Contractor shall be available to attend planning meetings hosted by The City in advance of each event.
- 10.3 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor shall not change the primary point of contact without written authorization from the City. Contractor will also designate a backup point of contact in the event the primary is not available.
- 10.4 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the City **immediately** in writing and by telephone.

11. INCLEMENT WEATHER

- 11.1 While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor should not perform any suspended work without written authorization from the City.
- 11.2 While work is suspended due to inclement weather conditions, the Contractor should maintain readiness to resume work when conditions again become favorable enough to proceed.

12. HEALTH, SAFETY AND PROTECTION

- 12.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.
- 12.2 Accident Reports: The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the City staff within one hour of occurrence and a written follow-up report to the City staff within 24 hours of the occurrence.
- 12.3 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement the Contractor must:

- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Contractor's personnel performing or in any way coming into contact with the performance of this Agreement;
- (c) Take such additional precautions as the City staff may reasonable require for health, safety and environmental protection; and,
- (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the City staff shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

13. ENVIRONMENTAL PROTECTION

- 13.1 The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City Acts and by-laws Waste Management Act and any other applicable acts and/or City Bylaws in respect to air, earth and water pollutants.
- 13.2 The Contractor to select its own site(s) for disposal of debris, trash and unsuitable materials collected under the conditions of this Agreement. In no case should debris, trash, and unsuitable materials be disposed upon City property or on any properties adjacent thereto. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste material and for any other actions which the Contractor performs; and
- 13.3 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with them and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

14. NON INTERFERENCE

- 14.1 The Contractor will not interfere with the public use of the facility and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the Services are to be performed. The Contractor shall at all times ensure the safety of the public while working on Surrey public rights-of-way.
- 14.2 In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

15. SIGNAGE

- 15.1 If an area must be closed off to ensure public safety while work is underway, the Contractor must appropriately cone off and secure the area, and provide adequate signage.

- END OF PAGE-

SCHEDULE A-1 TIME SCHEDULE

A: PARTY FOR THE PLANET

Setup April 20 & April 21, 2017 8:00 am to 4:00 pm
Event Saturday, April 22, 2017 10:00 am to 6:00 pm
Strike down Sunday, April 23, 2017 8:00 am to 4:00 pm
Location Surrey City Hall Plaza, 13450 – 104th Avenue
Event operating hours are from 10:00 am to 6:00 pm on Saturday, April 22, 2017.

B: CANADA DAY CELEBRATION

Set up June 28, June 29 & June 30, 2017
Event July 1, 2017 10:00 am to 10:30 pm
Strike down July 2, 2017
Location Bill Reid Millennium Amphitheatre 176th Street & 64th Avenue
Event operating hours are from 10:00 am to 10:30 pm July 1, 2017.

C: FUSION FESTIVAL

Set up July 18, July 19, July 20 & July 21, 2017
Event July 22, 2017 11:00 am to 10:00 pm
 July 23, 2017 11:00 am to 10:00 pm
Strike down July 24 & July 25, 2017 8:00 am to 7:00 pm
Location Holland Park, 13428 Old Yale Road, Surrey BC
Event operating hours are from 10:00 am to 10:00 pm July 22 and July 23, 2017.

D: TREE LIGHTING FESTIVAL

Setup November 24, 2017 8:00 am to 4:00 pm
Event November 25, 2017 12:00 pm to 7:00 pm
Strike down November 26, 2017 8:00 am to 4:00 pm
Location Surrey City Hall Plaza, 13450 – 104th Avenue
Event operating hours are from 12:00 pm to 7:00 pm on November 25, 2017.

NOTE:

- (a) No work is to be performed outside of the normal working hours without prior approval from the City.
- (b) For subsequent years, the dates and venues of the City's major events will be confirmed upon the renewal of the Agreement of each year.

-END OF PAGE-

SCHEDULE A-2 PRODUCTS LISTING

Item	Size	Party for the Planet Est. Qty:	Canada Day Est. Qty:	Fusion Festival Est. Qty:	Tree Lighting Festival Est. Qty:	(A) Total Est. Qty:
Frame Tent	50'x60'	0	0	1	0	1
Frame Tent	40'x50'	1	0	1	0	2
Marquee Hex Tent	40'x35'	0	0	0	1	1
Marquee Tent	20'x40'	0	0	3	0	3
Marquee Tent	20'x30'	3	2	5	0	10
Marquee Tent	20'x20'	3	12	65	2	82
Marquee Tent	10'x20'	15	20	30	10	75
Marquee Tent	15'x15'	0	3	5	0	8
Marquee Tent	10'x15'	0	0	0	1	1
Marquee Tent	10'x10'	12	5	12	1	30
Pop up Tents	10'x10'	7	10	20	7	44
Weights for install on concrete			N/A	N/A		
Tent Wall for Marquee	30' wide	3	0	4	0	7
Tent Wall for Marquee	20' wide	40	65	210	20	335
Tent Wall for Marquee	15' wide	0	6	11	1	18
Tent Wall for Marquee	10' wide	45	55	45	40	185
Tent Wall for Marquee, Cafe Window	20' wide	2	1	2	0	5
Tent Wall for Marquee, Cafe Window	10' wide	0	0	2	0	2
Tent Sand Bags		60	80	85	120	345
Mushroom Patio Heater with propane for 8 hours		5	5	5	12	27
Turbo Heaters	Heater/ Thermostat/ Vent	0	0	0	2	2
Propane Tank (Turbo)	100Lb tanks	0	0	0	2	2
Tables	8' banquet	100	170	410	70	750
Tables	6' banquet	75	100	120	55	350
Patio Table - Plastic	30" round	0	20	40	0	60
Patio Umbrella with Base	6" square	0	12	16	0	28
Chairs (folding)		60	430	1500	150	2140
Chairs - Plastic Patio		0	180	120	0	300

Note: The quantities listed above are estimates of the quantities of Goods required for each event. The City reserves the right to increase or decrease the amounts of any class or portion of the Goods, or to omit portions of the Goods that may be deemed necessary or expedient by the City.

-END OF PAGE-

SCHEDULE A-3 TEMPORARY TENTS POLICY

CITY OF SURREY
PLANNING AND DEVELOPMENT

13450 104 Avenue
Surrey, BC V3T 1V8
604-591-4441

INFORMATION

August, 2015
BUILDING DIVISION

TEMPORARY TENTS

General Information

The word 'tent', as used in the BC Building Code, is intended to refer to a temporary shelter used at open-air events such as fairs, exhibitions, concerts, etc. A tent will normally be constructed of fabric held up by poles and attached to the ground by ties, and may be partially or completely open on its sides. For the purposes of this bulletin, a tent can also include a large canopy or similar temporary structure. The requirements for a tent, however, are not intended to apply to fabric structures attached to buildings, such as awnings.

A Temporary Tent Permit is required for any tent structure that exceeds 60 m² (646 ft²) in floor area. A Registered Professional shall design and review the structural frame supporting the tent fabric and the anchorage system connecting the tent to the ground, provide sealed and signed drawings and provide a Schedule B accepting responsibility for the applicable items of the structural discipline. A tent structure that exceeds 225 m² (2,422 ft²) in floor area may also require a Registered Professional to review the floor layout, provide sealed and signed drawings and provide a Schedule B accepting responsibility for the applicable items of the architectural discipline. Any tent that contains bleachers, stages, or sidewalls may require a Temporary Tent Permit regardless of its size.

Tents shall conform to Subsection 3.1.6. of Division B of the BC Building Code, that requires conformance with Section 3.3. "Safety within Floor Areas", Section 3.4. "Exits", and Subsection 3.2.3. "Spatial Separation and Exposure Protection". A temporary tent will only be allowed to be located on a lot for a maximum duration of one (1) month in any 12-month period and no extension or renewal will be granted. The Temporary Tent Permit shall be clearly posted in an obvious location on the outside of the tent during the entire permitted period.

If artificial lighting is proposed within a tent, or if natural lighting levels inside a tent will be insufficient to allow the exits to be easily identified, minimum lighting levels, emergency lighting, and exit signs conforming to Subsections 3.2.7. and 3.4.5. of the BC Building Code may be required. All electrical equipment and wiring shall be installed and maintained to meet the requirements of the Canadian Electrical Code. An Electrical Permit is required for any electrical work. A Plumbing Permit is required for any plumbing work. If food will be prepared or served, Fraser Health Authority approval will be required. If alcoholic beverages will be served, a Liquor License will be required.

www.surrey.ca

 CITY OF
SURREY
the future lives here.

Each temporary tent shall be erected by trained and qualified installers in accordance with the manufacturer's specifications. Whether a permit is required or not, it is the owner's responsibility to retain a Registered Professional(s) to verify the structural adequacy and flame resistance of the tent and to ensure that all applicable regulations and bylaws are met.

Required Drawings

Two (2) copies of a fully dimensioned site plan drawn to a minimum scale of $1/8" = 1' - 0"$ showing the following:

- The location of the proposed tent, as well as all other buildings and structures on the lot. A tent must be located a minimum of 3 m (10 ft.) from any other existing building or structure.
- All property lines, streets, and parking spaces. A tent may not reduce the number of required parking spaces.
- The access route(s) for emergency vehicles if the event will be enclosed by a fence or other obstruction.
- The location of washroom facilities that will serve the occupants of the tent.

Two (2) copies of fully dimensioned floor plans drawn to a minimum scale of $1/8" = 1' - 0"$ showing the following:

- The length and width of the tent.
- The type of occupancy or use that will occur within the tent.
- The maximum occupant load within the tent.
- All seating, tables, equipment, etc.
- The location of cooking equipment, if applicable.
- The width of any aisles.
- The location of exit signs and exit lighting, if provided.
- The location of emergency lighting, if provided.
- The type and location of space heating, if provided.
- The location and size of all exits and openings. The number and size of openings around the perimeter of a tent shall be based on the occupant load, travel distance, and floor area. All paths of travel to the tent exits shall be kept clear of obstructions at all times.

Required Documents

- A Temporary Tent Permit Application form.
- Two (2) copies of sealed and signed structural frame and anchorage system drawings with an accompanying Schedule B from a Registered Professional.
- Two (2) copies of sealed and signed architectural floor plan drawings with an accompanying Schedule B from a Registered Professional, if applicable.
- A letter from the property owner specifying when the temporary tent will be installed and removed.
- An Owner's Authorization form, if the applicant is not the property owner.

- Documentation, usually provided by the tent supplier, certifying that the tent and all tarpaulins and decorative materials used in connection with the tent conform to CAN/ULC-S109-M (Standard for Flame Tests of Flame-Resistant Fabrics and Films) or NFPA 701 (Standard Methods of Fire Tests for Flame Propagation of Textiles and Films).
- Authorization from the City of Surrey Parks, Recreation and Culture Department, if the tent is proposed to be located in a municipal park.

Fees

For each tent, the temporary tent permit fee will be equal to the minimum building permit fee and shall be paid at the time of application.

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**SCHEDULE A-4
TEMPORARY TENT PERMIT APPLICATION**



CITY OF SURREY
PLANNING & DEVELOPMENT DEPARTMENT
BUILDING DIVISION
 14245 – 56 Avenue, Surrey, British Columbia V3X 3A2

Temporary Tent Permit Application No		B ____ - ____	
Address			
Description of Use (Event)			
Is the tent certified for flame resistance conforming to CAN/ULC-S109 or NFPA 701?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are there any existing building(s) within 3 m (10 ft) of the proposed installation location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the tent be provided with:			
Bleachers or seats?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sanitary facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cooking equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sidewalls?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Portable fire extinguishers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Heating equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electrical wiring?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Approximately ____ people will be in attendance at one time.			
The tent will be dismantled on ____ / ____ / ____ (MM/DD/YY)			
Applicant		Tel () -	
Address		Cell () -	
Postal Code	Email	Fax () -	
Property Owner		Tel () -	
Address		Cell () -	
Postal Code	Email	Fax () -	
Registered Professional		Tel () -	
Address		Cell () -	
Postal Code	Email	Fax () -	
Person/Company Erecting Tent		Tel () -	
Address		Cell () -	
Postal Code	Email	Fax () -	
<p>As the Owner or authorized agent of the Owner with respect to this application, I certify the truth of all statements or representations contained herein. I understand that the issuance of a permit shall not be deemed a waiver of any of the provisions of any By-laws or requirements of the BC Building Code, or regulations made thereunder, notwithstanding anything included in or omitted from the plans or other material filed in support of, or in connection with this application. I acknowledge that in the event a permit is issued, any departure from the plans, specifications, or tent locations proposed in this application is prohibited and such could result in the permit being revoked. I further acknowledge that in the event the permit is revoked for any cause or irregularity or nonconformity with By-laws or requirements of the Building Code, or regulations made thereunder, there shall be no right of claim whatsoever against the City of Surrey or any official thereof and any right of claim is hereby expressly waived.</p>			
Applicant's Signature		Date ____ / ____ / ____ (MM/DD/YY)	
OFFICE USE ONLY			
Address			
Legal		Zone	
Comments			
POS No	Date ____ / ____ / ____ (MM/DD/YY)	Received by	

PLEASE READ THE FOLLOWING CAREFULLY

The following statements contain clauses that waive certain rights of the applicant and thereby release the City of Surrey from liability and indemnity.

In consideration of being granted the permission applied for, the applicant, and any party on behalf of whom the applicant acts, hereby agrees to:

1. Waive any and all claims that may arise in the future against the City of Surrey, its elected and appointed officials, officers and employees (hereinafter the "City") as a result of the issuance of this temporary tent permit or any works or construction undertaken pursuant to this permit or for any inspections undertaken as a result of this permit.
2. Release the City from any and all liability for any loss, damage, injury or expense that may be suffered due to any cause whatsoever including negligence or any breach of duty of care on the part of the City as a result of the issuance of this permit.
3. Indemnify and hold harmless the City from any and all liability for claims, judgements, costs and expenses of any kind whatsoever incurred by the applicant, or the party for whom the applicant acts as agent, or any third party that may in any way accrue against the City in consequence of and incidental to the granting of this permit.
4. Pay the costs of repairing any damage to sidewalks, curbs and/or any other City services by reason of the erection and removal process for which this permit is applied for.
5. Comply with all requirements of the Building By-law, 1987, as amended (the "Building By-law") and all other acts, regulations and by-laws in force in the City of Surrey, and certify that each temporary tent and its associated components meet the related requirements in the Building By-law and BC Building Code.
6. Provide only true and correct information in support of this application, and acknowledge that the City of Surrey accepts no responsibility for the accuracy or completeness of the information contained herein.
7. Accept that the payment of a permit fee and/or the issuance of a temporary tent permit by the City of Surrey is done solely to satisfy the requirements of the Building By-law and does not convey or imply assurance by the City of conformity with any or all other By-laws and Regulations.
8. Accept that this is only an application and does not constitute permission to erect any temporary tent.

APPLYING FOR A TEMPORARY TENT PERMIT

Temporary Tent Permit Regulations

A Temporary Tent Permit is required for all tent structures exceeding 60 m² (646 ft²) in floor area. Tent structures that exceed 300 m² (3,229 ft²) in floor area may require a Registered Professional to review the floor layout and to provide Schedules B-1 and B-2 for the architectural discipline. Every person shall, before erecting a temporary tent or allowing a temporary tent to be erected, obtain a temporary tent permit in accordance with the provisions of Building By-law No. 9011. The requirements for temporary tents are not intended to be applied to fabric structures located on buildings.

A guide outlining the requirements for a Temporary Tent Permit Application can be viewed on the City of Surrey website "www.surrey.ca" (search "Temporary Tents").

Issued Temporary Tent Permits

Once a temporary tent permit has been issued, no deviation from the accepted drawings or the approved scope of work shall be made without the prior written approval of the City.

Inspection Requirements

All temporary tents are required to be inspected prior to being occupied. Telephone 604.591.4231 to request a site visit by the Building Official once a temporary tent has been installed and all the related work has been completed.

For further information, please call 604.591.4812.

**APPENDIX 1
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 for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: **1220-040-2017-003**

Project Title and Site Location: **Rental of Tents and Other Event Supplies for City’s Major Events**

Prime Contractor Name: *Name of Contractor*

Prime Contractor Address:

Telephone/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 & Technology 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.

**APPENDIX 3
CONTRACTOR HEALTH & SAFETY EXPECTATIONS
RESPONSIBILITY OF CONTRACTOR(S)**

The City 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 Employee that observes a safety infraction by a contractor performing work for the City 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 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 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 Department Representative, 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 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.

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 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
- ❖ 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



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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.**

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

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 B - QUOTATION

RFQ Title: **Rental of Tents and Other Event Supplies for City's Major Events**

RFQ No: 1220-040-2017-003

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, and Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:
-
-
7. I/We have reviewed the RFQ Attachment 1, **Schedule A** – Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

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

SECTION B-2

Fees (Rental) and Payments

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

F.O.B. Destination Freight Prepaid	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.						Ship Via:	
Item	Size	Party for the Planet Est. Qty:	Canada Day Est. Qty:	Fusion Festival Est. Qty:	Tree Lighting Festival Est. Qty:	(A) Total Est. Qty:	(B) Unit Pricing	(C) Extended Total (\$) (A) X (B) = (C)
Frame Tent	50'x60'	0	0	1	0	1	\$	S
Frame Tent	40'x50'	1	0	1	0	2	\$	S
Marquee Hex Tent	40'x35'	0	0	0	1	1	\$	S
Marquee Tent	20'x40'	0	0	3	0	3	\$	S
Marquee Tent	20'x30'	3	2	5	0	10	\$	S
Marquee Tent	20'x20'	3	12	65	2	82	\$	S
Marquee Tent	10'x20'	15	20	30	10	75	\$	S
Marquee Tent	15'x15'	0	3	5	0	8	\$	S
Marquee Tent	10'x15'	0	0	0	1	1	\$	S
Marquee Tent	10'x10'	12	5	12	1	30	\$	S
Pop up Tents	10'x10'	7	10	20	7	44	\$	S
Weights for install on concrete			N/A	N/A			\$	S
Tent Wall for Marquee	30' wide	3	0	4	0	7	\$	S
Tent Wall for Marquee	20' wide	40	65	210	20	335	\$	S
Tent Wall for Marquee	15' wide	0	6	11	1	18	\$	S
Tent Wall for Marquee	10' wide	45	55	45	40	185	\$	S
Tent Wall for Marquee, Cafe Window	20' wide	2	1	2	0	5	\$	S
Tent Wall for Marquee, Cafe Window	10' wide	0	0	2	0	2	\$	S
Tent Sand Bags		60	80	85	120	345	\$	S
Mushroom Patio Heater with propane for 8 hours		5	5	5	12	27	\$	S
Turbo Heaters	Heater/ Thermostat/ Vent	0	0	0	2	2	\$	S
Propane Tank (Turbo)	100Lb tanks	0	0	0	2	2	\$	S
Tables	8' banquet	100	170	410	70	750	\$	S
Tables	6' banquet	75	100	120	55	350	\$	S
Patio Table - Plastic	30" round	0	20	40	0	60	\$	S
Patio Umbrella with Base	6" square	0	12	16	0	28	\$	S

Chairs (folding)		60	430	1500	150	2140	\$	S
Chairs - Plastic Patio		0	180	120	0	300	\$	S
Currency: Canadian.							SUBTOTAL:	\$
							GST:	\$
							PST:	\$
							TOTAL:	\$

MARKETING INITIATIVE SUPPORT

<u>DESCRIPTION</u>	<u>OFFER AMOUNT</u>
<u>Mayor's Charity Gala (\$5,000.00)</u>	\$
<u>Others:</u>	\$

Additional Discount:

9. Contractor should state any further discount, as a percentage, if all events that require tent and other event supplies are awarded as a package: ____%

SECTION B-3

Time Schedule:

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

MILESTONE DATES _____

<u>ACTIVITY</u>	<u>SCHEDULE</u>									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

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

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

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

SECTION B-5

Experience and References:

13. **Experience:** Contractor's should provide information on their relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

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

15. Contractor should provide a written description of their current return/exchange policy including procedures to correct items deemed to be defective during installation. (use the spaces provided and/or attach additional pages, if necessary):

16. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective (use the spaces provided and/or attach additional pages, if necessary):

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

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

Applicable as follows Not applicable to this project

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

SAMPLE

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

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

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)