



REQUEST FOR QUOTATIONS

Title: Grass Cutting Program – All Areas
Surrey Detention Ponds

Reference No.: 1220-040-2018-004

FOR THE SUPPLY OF GOODS AND SERVICES

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and/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 one (1) copies (two (2) 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 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 **February 15, 2018**. 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: 1220-040-2018-004

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 of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

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 should 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.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Grass Cutting Program – All Areas
Surrey Detention Ponds

Reference No.: 1220-040-2018-004

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Grass Cutting Program – All Areas, Surrey Detention Ponds

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

AGREEMENT No.: 1220-040-2018-004

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) "**Department Representative**" means the Manager, Engineering Operations, or designate, who shall represent the Landscape Operations Section for the purposes of this Agreement, or such other person who may be subsequently appointed in writing by the Department Representative and so notified to the Contractor;
- (f) "**Fees**" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;

- (g) “**Goods**” means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) “**Indemnitees**” has the meaning described in Section 12.2;
- (i) “**RFQ**” means the Request for Quotations;
- (j) “**Services**” means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) “**Term**” has the meaning described in Section 3.1; and
- (l) “**Year of the Term**” as used herein shall mean each twelve-month period commencing on (START DATE).

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

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

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

- Schedule A Specifications of Goods & Scope of Services;
 - Schedule A-1 List of Locations – All Areas, Surrey Detention Ponds;
 - Schedule A-2 Time Schedule;
 - Schedule A-3 Maps;
 - Appendix 1 Prime Contractor Designation – Letter of Understanding;
 - Appendix 2 Contractor Health & Safety Expectations, Responsibility of Contractor(s);
 - Appendix 3 Contractor Performance Assessment Review; 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 of one (1) year commencing on (START DATE) and terminating on (END DATE) (the "**Term**").
- 3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) one-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. CONTRACTOR'S PERFORMANCE REVIEW

- 4.1 The Contractor agrees that upon completion of the Services or the termination of the Contract that:
- (a) the Contractor's work performance will be evaluated by the Department Representative using the form referred to **Appendix 3 - Contractor Performance Assessment Report (CPAR)**;
 - (b) the Department Representative shall liaise with the Contractor in completing the Report although the Department Representative reserves the ultimate right to complete the Report (other than the Contractor's comments); and
 - (c) the City may use this CPAR Report for evaluation of the Contractor's performance in the assessment of future procurement opportunities.
- 4.2 The Contractor further agrees that neither the Contractor nor any other person shall have any claim against the City, or employees, or agents of the City under any circumstances as a result of the preparation and use of the Report.

5. TIME

- 5.1 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 Schedules "A", "A-1" to "A-3", 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 propose a revised Time Schedule for approval by the Department Representative.

6. FEES

- 6.1 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.
- 6.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 6.3 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.

7. PAYMENT

- 7.1 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 should include the Contractor's name, address and telephone number, the City's purchase order number <insert purchase order or contract reference number> , the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 7.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 7.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of

the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and

- 7.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- 7.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 7.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

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

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

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of Department Representative invoice is directed to.
- Include **Purchase Order and Work Order numbers** (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.
 - Ensure where appropriate, the corresponding Work Order is included
 - Incomplete invoices will be returned.
- 7.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

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

8. USE OF WORK PRODUCT

- 8.1 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.

9. PERSONNEL AND SUBCONTRACTORS

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

The Contractor will ensure that:

- (a) Worksite Conduct: All personnel performing the Services conduct themselves in a courteous and respectful manner that is conducive to positive public relations.

The Contractor is to enforce proper discipline and decorum among all personnel on the worksite and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) thievery; and 6) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any personnel need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such personnel from the worksite immediately.

Alcohol and drugs are not tolerated on this site at any time including anyone deemed to be under the influence shall be escorted off site.

- (b) Supervisor: The Contractor shall designate an onsite supervisor at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with City personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of City staff. The supervisor shall have supervision as his or her sole function.
- (c) all personnel will wear a uniform provided by the Contractor in a form satisfactory to the City and that abides by all clothing requirements under the *Workers Compensation Act* and Regulations pursuant thereto.
- (d) all personnel will at all times carry on their person, personal photographic identification.

- 9.2 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.
- 9.3 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.
- 9.4 Except as provided for in Section 9.2, 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.
- 9.5 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.

10. LIMITED AUTHORITY

- 10.1 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.
- 10.2 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 9.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 11.1 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.

- 11.2 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.
- 11.3 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.

12. WARRANTIES

- 12.1 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.
- 12.2 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.

13. INSURANCE AND DAMAGES

- 13.1 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.

- 13.2 The indemnities described in Sections 12.2, 13.1 and 19.3 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

- 13.6 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.
- 13.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

14. CITY RESPONSIBILITIES

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. DEFICIENCIES

- 15.1 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.
- 15.2 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.

16. DEFAULT AND TERMINATION

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 If the City terminates this Agreement as provided by Section 16.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and

- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

17. CURING DEFAULTS

- 17.1 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.

18. DISPUTE RESOLUTION

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 19.1 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 the supply of the Goods and Services. 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 will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 19.2 The Contractor will 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.

- 19.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 19.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 19.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 19.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 19.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods 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 Contractor(s).

20. BUSINESS LICENSE

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

21. GENERAL PROVISIONS FOR GOODS

- 21.1 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”

- 21.2 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.
- 21.3 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.

22. COMPLIANCE

- 22.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 22.2 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.

23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 23.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 23.2 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.

24. WAIVER

24.1 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.

25. APPLICABLE LAW

25.1 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.

26. NOTICES

26.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise 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.

26.2 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.

27. MERGER AND SURVIVAL

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

28. ENTIRE AGREEMENT

28.1 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.

28.2 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.

29. SIGNATURE

- 29.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 29.2 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.

30. FUEL EMISSIONS DATA

- 30.1 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.
- 30.2 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>

31. NON ROAD DIESEL ENGINE EMISSION REGULATION

- 31.1 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.
- 31.2 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.
- 31.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.

31.4 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.

32. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

**PROJECT TITLE: GRASS CUTTING PROGRAM – ALL AREAS
SURREY DETENTION PONDS**

1. PURPOSE

The City of Surrey (the “**City**”) is seeking a Quotation from professional landscape maintenance firms to provide a fixed price for **grass cutting of all areas of Surrey detention ponds**.

2. SCOPE OF SERVICES

- 2.1 The Contractor should provide everything needed to meet the requirements of the grass cutting services including, without limitation, any and all labour, supervision, materials, tools, equipment, supplies, parts, transportation and management necessary faithfully perform and provide Services in this contract.
- 2.2 The Contractor should demonstrate in Schedule B – Quotation a proven track record in providing quality services.
- 2.3 The Contractor should possess the necessary resources, knowledge, competence and service capacity to provide the services.
- 2.4 The Contractor should perform complete grass cutting maintenance as generally described in Schedule A for all grass cutting locations listed in **Schedule “A-1 List of Locations – (All Areas, Surrey Detention Ponds)”**. The Services are to be performed for the City’s Engineering Department – Operations Division, Contracts & Solid Waste Section.
- 2.5 Generally, the following shall be expected of and accomplished for the provision of grass cutting services (the “**Services**”).

(a) Grass Cutting:

Maintenance and appearance of the grass areas are an important part of the representational responsibilities of the City’s Engineering Department – Operations Division. The Contractor is to perform grass-cutting operations in a professional manner that ensures a smooth surface appearance without scalping. The Contractor shall not set mowing heights to be not less than ¾” for all turf areas. Mowing height may be set as high as 2” with 1” being considered normal. Grass clippings are allowed to remain on lawn areas. Grass clumps are to be spread out.

(b) Clean-Up of Walkways and Roadways:

The Contractor is to provide the necessary labour to provide grounds clean up during each grass cutting service. Services shall include, but are not be limited to the following:

- i. The collection and removal of all trash, unauthorized signs, broken glass, bottles, cans, papers, and other unsightly debris from all grass areas, including adjacent shrub beds, walkways and roadways;
- ii. Collect and remove any accumulation of grass clippings, leaf and waste materials, from any immediately surrounding paved walkways and roadways by sweeping; and,
- iii. Dispose of waste material at an approved waste/compost disposal facility.

3. STANDARD OF WORK

- 3.1 The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.
- 3.2 All labour and supplies shall continually conform to the recognized standards accepted by applicable industry trade associations, and to the most current applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. The Contractor shall be responsible for all costs associated with applying for and adhering to these codes, by-laws, regulations, permits and requirements.
- 3.3 The Contractor shall have a good working knowledge of these codes, by-laws, regulations, permits and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. Any and all changes to these codes, by-laws, regulations, permits and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 3.4 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability.

4. GENERAL REQUIREMENTS

The work involves approximately **187,000 square metres** of grass cutting and related services along Detention Ponds in all areas in Surrey, on either side of a sidewalk, and during the March to September growing season. The square metres shown on the project areas are estimated and no guarantee can be given as to their accuracy. The Contractor should determine the accuracy of the square metres shown for Service.

SUMMARY OF THE APPROX. SQ. M. OF GRASS CUTTING AREAS:

City Grass Cutting (m2)

LOCATION/TYPE	Boulevard	Median	Islands	Walkways	Detention Ponds	KGB (South)
DETENTION PONDS	0	0	0	0	186,652	0

TransLink Grass Cutting (m2)

LOCATION/TYPE	Boulevard	Median	Islands	Walkways	Detention Ponds	KGB (South)
DETENTION PONDS			0	0	0	0

- 4.1 The City reserves the right to increase or decrease the number of grass cuttings and/or total area of grass cutting at any time during the term. There shall be no penalty, or additional cost to the City for any reduction in the amount of Service.
- 4.2 Prior to the commencement of any work the Contractor will be required to pick-up any general litter, paper, beverage containers, small branches and leaves.
- 4.3 No grass clippings or leaves are to be blown onto walkways and/or roadways.

5. TIME SCHEDULE

- 5.1 The Contractor shall maintain work schedules. Mowing of all assigned locations shall be completed on as per schedule outlined in Schedule A-1. The detention pond cutting shall not take longer than 4 weeks per location, throughout the contract period. Detention ponds shall commence the 1st week of April. The City may, at its sole discretion, engage in extra “optional” cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All service cycles must be completed to the satisfaction of the City, or designate, and prior to submission of an invoice for payment.
- 5.2 **Schedule A-2 Time Schedule:** The Contractor will perform the Services in accordance with the time periods [the “**Time Schedule**”] per infrastructure type as set out in Schedule B – Section B-3. The initial defined frequency may be modified, increased or decreased in accordance with weather and growing conditions. As such, Contractors are asked to bid on the base schedule and an optional schedule as follows:

Generally as follows:

- (a) **Base schedule**
 - Detention Ponds 4 times per year

N.B. The City has the authority to cancel scheduled grass cutting at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. Contractor will be notified 48 hours in advance of any such cancellation.

(b) Optional Alternative Cut Schedule:

The City may, at its sole discretion; engage in extra cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All optional cuts are to be completed as per the regular schedule and specifications. There shall be no penalty, or additional cost to the City for these optional cuts.

- Detention Ponds 6 times per year

(c) Inclement Weather

- i. The Services are to be continuous except in the event of inclement weather. 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 shall not perform any suspended work without written authorization from the City.
- ii. While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favourable enough to proceed.

6. SCHEDULE OF WORK HOURS

- 6.1 Working hours for the Contractor will be from 7:30 a.m. through 7:00 p.m. Monday through Friday except Statutory holidays. The Contractor will be permitted to work on Saturdays, Sundays, and must adhere to the City of Surrey's Noise Control By-law, 1982, No. 7044.
- 6.2 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 for the City to review and approve.

7. GRASS CUTTING SCHEDULE RECORDS

- 7.1 The Contractor is to maintain at a minimum **“Daily Grass Cutting Record”** sheets showing as a minimum, the location of grass cutting and the date completed. Completion reporting in tabular format of the grass cut areas shall be submitted weekly,

no later than the Monday preceding a biweekly cut. The same applies to King George Boulevard and Detention Pond mowing.

These records must be emailed to the Project Supervisor on weekly basis or as requested:

Email Address: TOakley@surrey.ca

In addition the hard copy records management of the works shall be recorded on demand and submitted weekly. Detention Pond mowing reporting can or will be accomplished via the City of Surrey Survey 123 app link. The Contractor will report progress as it relates to each Detention Ponds.

8. RESPONSIBILITIES OF THE CONTRACTOR

- 8.1 The Contractor is to provide all necessary traffic barricading and signing when performing services in the City right-of-way of streets and shall conform to the latest edition of the Ministry of Transportation & Highways/Traffic Control Manual for Work on Roadways, and to the satisfaction of the City and included in the cost to the City. Further to the instruction of the traffic control manual, flag persons working during hours of darkness shall be illuminated in a manner acceptable to the City.
- 8.2 The Contractor is to provide all necessary safety devices and if required supervision during grass cutting works so as to protect the public.
- 8.3 The project area(s) provided and updated in real-time using COSMOS, Schedule "A-3" may also be used as a schematic reference to outline the work locations for the quotation. They are estimated and prospective Contractors will determine actual square metres for service and for quotation purposes.
- 8.4 The Contractor shall protect all existing plant materials at each service location(s) and replace any or all damaged landscape materials and plants at no cost to the City resulting from grass cutting work done by the Contractor.
- 8.5 The Contractor shall protect all existing water boxes/hook-ups at each service location(s) and repair or replace any or all that are damaged during grass cutting work at no cost to the City.
- 8.6 The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.
- 8.7 The Contractor shall initiate, maintain, supervise, observe and comply with all safety precautions and programs in connection with the work done in accordance with all applicable federal, provincial and local laws, regulations and ordinances.
- 8.8 The Contractor shall submit to the City, any itemized invoices for grass cutting and related services performed in a format approved by the City.

- 8.9 The Contractor must have all their vehicles identified with company name. This must be fully legible and displayed in a professional manner.
- 8.10 The Contractor must report immediately to the City, or designate, of any hazardous situations observed at each worksite. Non-hazardous situations are to be reported within 24 hours to the City, or designate.

9. CONTRACTOR'S VEHICLES AND EQUIPMENT

Mowing Equipment

- 9.1 The Contractor is to provide and have available at all times all of the mowing equipment necessary to perform all of the requirements of the Contract documents. Said mowing equipment shall be first quality (professional grade), fully adequate for the function intended and the first class level of service required, and maintained in excellent condition and repair at all times. All mowing equipment that is to be used on job site must be safe and in good working order with sharp cutting edges. **Bruising or rough cutting of grass will not be accepted.** Equipment used must have safety features and accessories, where applicable, as required by existing WCB regulations and/or laws. Rotary type mowers must be equipped with skirt guards, which restrict foreign objects from being thrown from the cutting unit enclosure. Tractors, where approved, shall be equipped so as to conform to prevailing occupational safety health act standards (WCB).
- 9.2 Operator mounted mowing equipment and tractors must be equipped with low-pressure floatation tires designed for use on turf.
- 9.3 The Contractor is to provide an accurate description of the equipment including make/model and year of purchase, which the Contractor proposes to use in the performance of the Services in the spaces provided for in Schedule B.

Vehicles

- 9.4 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. 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.
- 9.5 Vehicles used in the performance of the Services shall be identified on both sides with the full company name and telephone number. This must be fully legible and displayed in a professional manner.
- 9.6 The Contractor shall affix a City Surrey Contractor sign to each side of their vehicle(s).
- 9.7 Driving speed through City parks will be at a maximum of 10 km/ hour, and the Amber lights on each vehicle must be used during the course of business in City parks.

9.8 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. OPERATOR TRAINING, QUALIFICATIONS AND EXPERIENCE

10.1 The Contractor's operators must be fully trained, qualified and experienced in this line of work, including all grass cutting, trimming and other equipment utilized in the performance of the specified work.

10.2 If an operator is not performing or operating any piece of equipment safely or satisfactorily to the entire satisfaction to the City Representative, the City Representative shall have the right to suspend the operator and have the equipment and the operator removed from the job site.

11. WASTE

11.1 **Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. The grass and other vegetation cut will not be hauled off City property.** The Contractor is to dispose of all debris, trash and unsuitable materials collected under this Contract off site. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

12. INSPECTION OF SERVICES PERFORMED

12.1 All workmanship will be subject to periodic inspection(s) by the City, and it shall be the sole judge of the Services in respect to quality and quantity, and decisions of the City, with regards to work, or any part or parts thereof, shall be final and binding upon the Contractor.

12.2 The Contractor will be held strictly to the true intent of the Scope of Services in regard to workmanship and the diligent execution of the contract.

12.3 If the quality of the work is determined to be inadequate or defective and it is determined by the City, that a full time inspection is necessary for the remainder of the Contract, the cost of additional inspections due to the imposition of full time inspection by the City shall be borne by the Contractor. **For the purpose of this calculation, the additional cost of inspection is estimated at \$205.00 per working day.** The City may, however, reduce the level of this full time inspection at any time during the remainder of the Contract.

12.4 The Contractor will return to and perform Services, at the unit rate, any missed locations as determined by spot check inspections.

13. DEFECTIVE WORK

13.1 The City will measure the Contractor's work by the appearance of the landscape covered by this RFQ. If the Contractor fails to provide grass cutting or clean up services in accordance with the aforementioned, to the satisfaction of the City, the Contractor will be required to return to the site (within two (2) business days) and complete any of these missed or incomplete services properly by the Contractor at the Contractor's sole expense, to the complete satisfaction of the City, or the City may complete these services with the costs associated charged back to the Contractor.

14. DAMAGE

14.1 The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Services as a result of any negligent act or omission, or misconduct in the performance of the Services and its subcontractor's work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, employees or agents. Acceptance of the Services will not relieve the Contractor of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

15. ENVIRONMENTAL PROTECTION

15.1 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 equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it 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.

15.3 The Contractor will be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the *Waste Management Act*, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.

15.4 The Contractor will report to the City immediately if any hazardous or toxic materials are found or discovered. Such materials are to be left untouched and the area is to be marked and cordoned off to prevent any access to the workers and the public.

16. HEALTH, SAFETY AND PROTECTION

- 16.1 All personnel shall wear the proper personal protective equipment to perform grass cutting work which shall include but are not limited to CSA approved footwear, eye and hearing protection in accordance with the Occupational Health and Safety Act, WCB. of British Columbia and in accordance with the equipment manufacturer's operating instructions, while performing grass cutting operations.
- 16.2 The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defence which may be caused by Contractor's performance of the Services, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of the Services.
- 16.3 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.
- 16.4 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. Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately within one hour of occurrence and a written follow-up report to the Surrey RCMP. The Department Representative shall also be contacted immediately and be provided a copy of any reports.
- 16.5 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;
 - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
 - (c) Take such additional precautions as the Department Representative, or designate 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 Department Representative, or designate shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.
- 16.6 Smoking is not permitted in any City Building or Park.

**SCHEDULE A-1 LIST OF LOCATIONS
(ALL AREAS, SURREY DETENTION PONDS)**

MAP PAGE	GCID	LOCATION	SHAPE AREA	CONTRACT
014	014-A	15410 155A ST	2,237	North
021	021-A	9645 129ST	518	North
023	023-A	9762 149 ST	826	North
023	023-B	9759 151 ST	1,648	North
023	023-C	15198 98 AVE	2,833	North
023	023-D	15036 97 AVE	666	North
023	023-E	14793 101A AVE	725	North
024	024-A	10205 157 ST	668	North
024	024-B	15891 100 AVE	6,354	North
024	024-C	9790 153 ST	2,299	North
024	024-D	9735 153 ST	3,025	North
024	024-E	9735 156 ST	2,782	North
024	024-F	9905 157 ST	1,559	North
024	024-G	15714 97A AVE	1,125	North
025	025-A	10271 167 ST	741	North
030	030-A	12454 93 A AVE	954	North
030	030-B	9079 123 ST	668	North
032	032-A	14195 88 AVE	1,455	North
032	032-B	14077 88 AVE	629	North
032	032-C	14321 88 AVE	2,006	North
032	032-D	14294 142A ST	972	North
033	033-A	9184 123 ST	1,796	North
033	033-B	14410 90 AVE	2,246	North
033	033-C	8877 146 ST	856	North
034	034-A	9531 156 ST	7,541	North
034	034-B	9526 156 ST	10,755	North
035	035-A	16096 93A AVE	1,166	North
041	041-A	13451 85 AVE	2,393	Central
041	041-B	8266 132A ST	1,312	Central
042	042-C	8122 140 ST	4,732	Central
043	043-A	8564 146 ST	8,886	Central
043	043-B	8614 148 ST	903	Central
043	043-C	15048 SPENSER DR	1,832	Central
043	043-D	14859 82 AVE	1,474	Central
044	044-A	15265 84 AVE	3,018	Central
044	044-B	15330 89A AVE	2,894	Central
044	044-C	15245 80 AVE	2,458	Central

MAP PAGE ID #	LOCATION	SHARE AREA	CONTRACT	
045	045-A	8767 164 ST	809	Central
050	050-A	12262 75A AVE	1,147	Central
050	050-B	7552 124 ST	492	Central
050	050-C1	7376 122A ST	2,454	Central
050	050-C2	7376 122A ST	1,526	Central
050	050-C3	7371 123 ST	712	Central
050	050-C4	7371 123 ST	119	Central
050	050-C5	7371 123 ST	46	Central
050	050-C6	7371 123 ST	1,061	Central
050	050-C7	7371 123 ST	960	Central
050	050-D	12377 72 AVE & 124 *	819	Central
052	052-A	7866 143A ST	870	Central
052	052-B	14075 73 AVE	2,024	Central
052	052-C	7393 141A ST	1,459	Central
052	052-D	14195 74A AVE	794	Central
060	060-A	6970 124 St	794	Central
061	061-A	13475 68A Ave	2,386	Central
061	061-B	13349 65A Ave	1,289	Central
061	061-C	12964 67A Ave	3,984	Central
061	061-D	6488 130A St	824	Central
062	062-A	141A St & 66 Ave	389	Central
062	062-B	6943 144 St	366	Central
067	067-A	6591 179 St	4,859	Central
071	071-A	13088 63A AVE	1,809	Central
071	071-B	13088 63A AVE	303	Central
071	071-C	6181 131A ST	1,849	Central
071	071-D	6181 131A ST	1,464	Central
071	071-E	6181 131A ST	1,984	Central
071	071-F	6302 135A ST	2,181	Central
071	071-G	13442 62 AVE	2,383	Central
071	071-H	6074 132A ST	692	Central
071	071-I	13320 58B AVE	1,828	Central
077	077-A	18302 58B Ave	1,003	Central
078	078-A	19125 HWY 10	1,099	Central
078	078-B	5709 188 St	1,892	Central
078	078-C	18625 58 Ave	1,466	Central
078	078-D	18522 60 Ave	2,372	Central
078	078-E	18711 60 Ave	1,438	Central
078	078-F	18812 57 Ave	1,683	Central
078	078-G	19143 60 Ave	553	Central

MAP PAGE ID #	LOCATION	SHARE AREA	CONTRACT	
078	078-H	6030 184 St	2,964	Central
112	112-A	14151 28A AVE	1,817	South
112	112-B	3148 NORTHCREST DR	3,027	South
113	113-A	150 ST & 25A AVE	787	South
121	121-A	12989 18 AVE	2,970	South
121	121-B	1783 AMBLE GREENR DR	1,752	South
121	121-C	1775 AMBLE GREENE B*	3,541	South
121	121-D	1649 AMBLE GREENE DR	2,168	South
121	121-E	13283 AMBLE GREENE *	2,706	South
121	121-F	1656 133A ST	4,683	South
121	121-G	1841 136 ST	2,908	South
122	122-A	1894 139A ST	2,112	South
122	122-B	14319 17 AV	1,201	South
124	124-A	15286 21B AVE	1,547	South
124	124-B	1934 155 ST	1,248	South
131	131-A	1422 133A ST	2,200	South
135	135-A	1368 161B ST	1,480	South
135	135-B	16184 11 AVE	2,405	South

-END OF PAGE-

SCHEDULE A-2 TIME SCHEDULE

The Contractor shall maintain work schedules. Mowing of all assigned locations shall be completed on **schedule beginning of April each year**, throughout the contract period, or as otherwise specified.

All other 2018 regular scheduled mowing shall commence on **March 19, 2018**. Detention ponds shall commence the 1st week of April. The City may, at its sole discretion, engage in extra “optional” cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All service cycles must be completed to the satisfaction of the City, or designate, and prior to submission of an invoice for payment.

The Services will be performed in accordance with the following time periods [the “Time Schedule”] per infrastructure type. The initial defined frequency may be increased or decreased in accordance with weather and growing conditions. As such, Contractors are asked to quote on the base schedule and an optional schedule as follows:

(a) Base schedule:

- Detention Ponds 4 times per year

(b) Inclement Weather:

i. The Services are to be continuous except in the event of inclement weather. 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 shall not perform any suspended work without written authorization from the City.

ii. While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favourable enough to proceed

(c) Base Cutting Schedule (2018): TIME SCHEDULE

Cut #	Detention Ponds 4 Week cycle
*Optional	TBD
1	April 2
2	May 21
3	July 3
*Optional	August 20

4	September 20
*Optional	October 15

***Optional Cuts:**

The City may, at its sole discretion; engage in extra cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All optional cuts are to be completed as per the regular schedule and specifications. There shall be no penalty, or additional cost to the City for these optional cuts.

N.B. The City has the authority to cancel scheduled grass cutting at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. Contractor will be notified 48 hours in advance of any such cancellation.

(d) Optional Alternative Cuts Schedule:

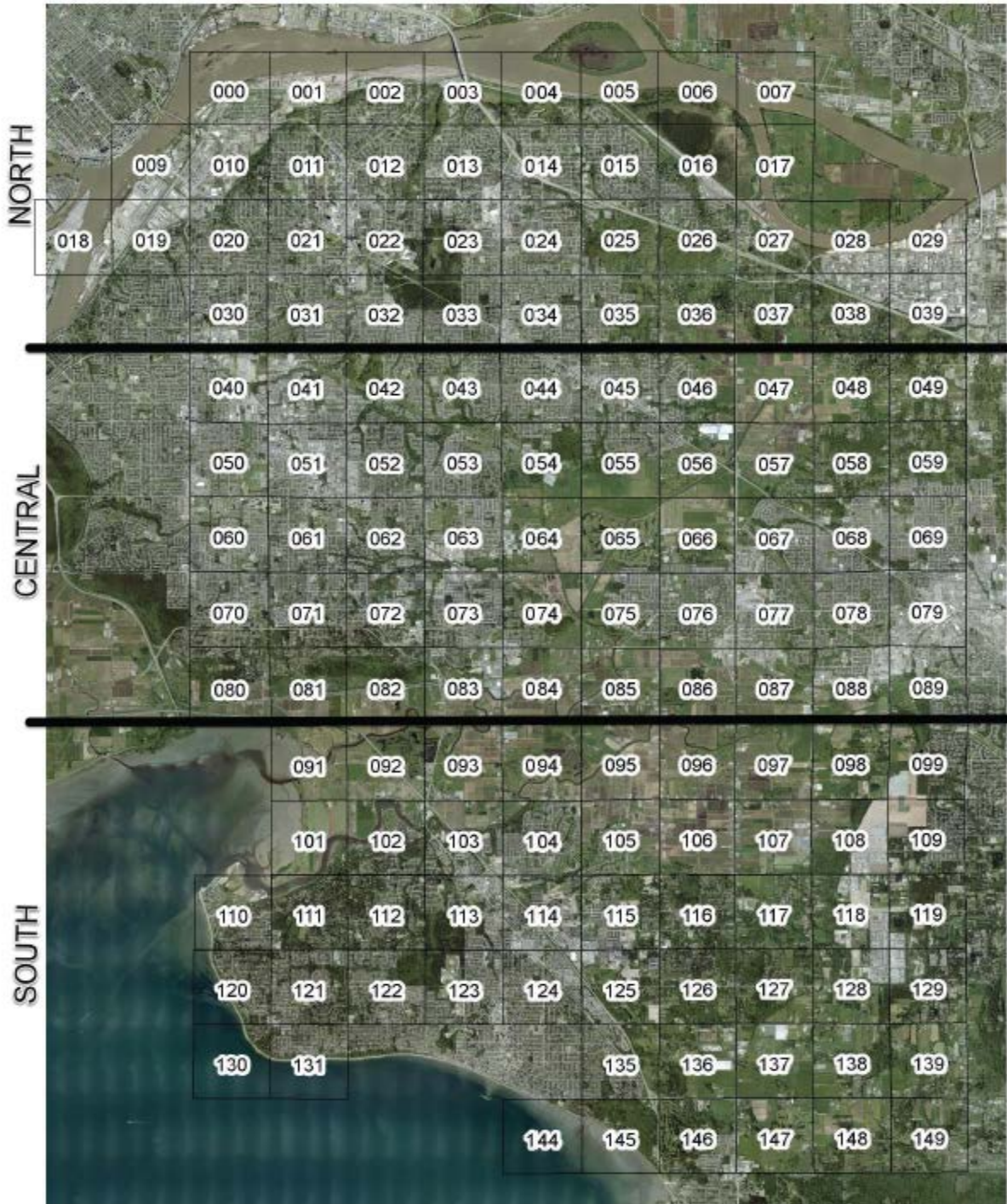
- Detention Ponds 6 times per year

-END OF PAGE-

SCHEDULE A-3 MAPS

SURREY GRASS CUT AREAS

BOULEVARDS, ISLANDS, MEDIANS & WALKWAYS





Maps using COSMOS link shall be utilized throughout the duration of the contract to illustrate what locations to be serviced and the frequency as outlined in Schedule A. If areas are deleted or added the Contractor shall refer to the electronic copy. If areas are added the Contractor will be notified of the addition in order to add it to the regular rotation.

MAP OF COS – COSMOS: <http://cosmos.surrey.ca/external/>

**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 Library.

Any penalties, sanctions or additional costs levied against the Library, 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 Library for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: **1220-040-2018-004**

Project Title and Site Location: **Grass Cutting Program – All Areas, Surrey Detention Ponds**

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 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 2 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.

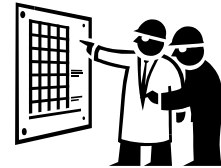
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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 so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work



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

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day

2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.

- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

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

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: _____

APPENDIX 3 CONTRACTOR PERFORMANCE ASSESSMENT REVIEW

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Probationary period Pass [] Fail []	Contract renewal Pass [] Fail []
---	--

Period Report from _____ to _____

Contractor name:	
Contract description:	
Contract reference number:	Contract value:
Contract start date:	Contract completion date:
Name and title of assessor:	

RATING SCALE (enter score from 0-4 in Contractor Evaluation on following page):

Exceptional (4):

- performance meets contractual requirements and exceeds to City's benefit
- few minor problems for which corrective actions taken by contractor were highly effective
- no delays in performance or delivery, no cost issues, no quality problems, and responses to inquiries and technical/administrative/service issues were effective and responsive

Very Good (3):

- performance meets contractual requirements and exceeds some to City's benefit
- some minor problems for which corrective actions taken by the contractor were effective
- quality non-conformances, cost issues, and performance or delivery delays do not impact achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were usually effective and responsive.

Satisfactory (2):

- performance meets contractual requirements
- some minor problems for which corrective actions were taken and appear or were effective
- non-conformance(s), cost issues, and performance or delivery delays require minor City resources to ensure achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were somewhat effective and responsive

Marginal (1):

- performance does not meet all contractual requirements
- serious problem(s) for which the contractor has not yet identified corrective actions
- contractor's proposed actions appear only marginally effective or were not fully implemented
- non-conformance(s), cost issues, and performance or delivery delays require major City resources to ensure achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were marginally effective and responsive.

Unsatisfactory (0):

- performance does not meet most contractual requirements and recovery is not likely in a timely manner
- serious problems for which the contractor's corrective actions appear or were ineffective
- non-conformances, cost issues, and performance or delivery delays are compromising the achievement of contract requirements despite use of City resources
- responses to inquiries and technical/service/administrative issues were not effective and responsive

ONCE COMPLETED, EMAIL THIS FORM TO PURCHASING@SURREY.CA.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: **Grass Cutting Program – All Areas Surrey, Detention Ponds**

RFQ No: 1220-040-2018-004

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**

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

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

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

Base Cutting Schedule of Prices – ALL AREAS, SURREY DETENTION PONDS

Item #	Class of Work	Estimated Total Sq. M. per Cut (A)	Unit Price per Sq. M. (B)	Cutting Frequency	Estimated No. of Cuts per Term (C)	Total Amount per Term (A x B x C)
1	Detention Ponds	186,652	\$ _____	times	4	\$ _____
Sub-Total:						\$ _____
GST (5%):						\$ _____
TOTAL QUOTATION PRICE with GST:						\$ _____

Note: All quantities are approximate. The City reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed necessary, or expedient by the City. Payment will be made only for the actual measured quantities of work performed

SECTION B-2-1 (OPTIONAL) ALTERNATE CUT SCHEDULE PRICES.

The following are our prices for the alternative work listed hereunder. Such alternative work and amounts are **NOT** included in our Schedule of Prices. This Section need only be completed if the Contractor proposes an alternate to any Goods and Services specified and shown on the plans. These additional submittals are to be provided **AT THE TIME OF QUOTATION SUBMISSION.** Evaluation and acceptance, if given, will be made after the Contractor has been selected.

ITEM #	CLASS OF WORK	CUTTING FREQUENCY	UNIT PRICE PER SQUARE METRE
OP AL1	Detention Ponds	6 times per year	\$

SECTION B-2-2 SEPARATE PRICES

Note: The City may or may not proceed with the Separate Price Work indicated below. Price indicated below is to reflect the credit or additional cost to the **Total Quotation Price** and **DOES NOT INCLUDE GST**. Acceptance by the City is optional.

ITEM #	DESCRIPTION	UNIT	QUANTITY	EFFECT ON TOTAL QUOTATION PRICE
SP1	Cost of Performance Bond for 50% of the contract amount.	LUMP SUM	1	\$
SP2	Cost Material Payment Bond for 50% of the contract value.	LUMP SUM	1	\$
SP3	Material mark-up for extras, if necessary:	Cost Plus		___%

SECTION B-3

Time Schedule:

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

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10
SAMPLE										

SECTION B-4

Key Personnel & Sub-Contractors:

- 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: _____

11. 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>

Contractor's Equipment:

12. Contractor should provide a listing and details of types of equipment (including age, make and model) to be used to perform the Services (use the spaces provided and/or attach additional pages, if necessary):

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. Describe your company's approach in maintaining a flexible workforce to meet the needs of the City.

16. Contractor should briefly describe how the Contractor will provide in the quality Services as described in Schedule A.

17. **Health, Safety and Protection:** Describe details of your company's health, safety & protection plan as described in Schedule A, Section 16. , Provide sample reports if available.

18. Describe your company's training program. Provide a list (i.e. WHMS, Health & Safety, etc.) of refresher or upgrade training, if available, that your company provide for new and existing employees, including examples of subjects covered, materials and frequency

19. 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:

20. 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

21. 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)