



## **REQUEST FOR QUOTATIONS**

**Title:** CRESCENT BEACH LIFEGUARDING SERVICES

**Reference No.:** 1220-040-2015-101

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)  
November 26, 2015

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, 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](mailto:purchasing@surrey.ca)

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, 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) copy (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 & Technology Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

### 3. DATE

The City would prefer to receive Quotations on or before **December 11, 2015**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

#### **4. INQUIRIES**

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

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2015-101

#### **5. ADDENDA**

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

#### **6. NO CONTRACT**

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

#### **7. ACCEPTANCE**

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

#### **8. CONTRACTOR'S EXPENSES**

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

**9. CONTRACTOR'S QUALIFICATIONS**

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

**10. CONFLICT OF INTEREST**

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

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

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

**12. CONFIDENTIALITY**

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

**13. SIGNATURE**

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

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

**14. INFORMATION MEETING**

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "Information Meeting"). While attendance is at the

discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: **Friday, December 4, 2015**

Time: **10:00 a.m. to 12:00 p.m. local time**

Location: Beecher Place  
12160 Beecher Street, Crescent Beach

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: location of the work, location of buildings on the site, adjacent properties, Contractor occupancy during the work, access and all other conditions that a competent Contractor experienced in work similar to the work would consider and take into account, and is further deemed to have included in the contract price all costs occasioned thereby.

**Note: No minutes of the information meeting will be provided**

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** CRESCENT BEACH LIFEGUARDING SERVICES

**Reference No.:** 1220-040-2015-101

**FOR THE SUPPLY OF GOODS AND SERVICES**

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## DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **CRESCENT BEACH LIFEGUARDING SERVICES**

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

AGREEMENT #1220-040-2015-101

**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) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "Department Representative" means; means the Newton CRS Manager, or designate, who shall represent the City of Surrey for the purposes of this Contract, or such other person who may subsequently be appointed in writing by the Department Representative and so notified to the Contractor;
- (f) "Fees" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) "Guarded Swimming Areas" has the meaning set out in Schedule A;
- (i) "Indemnitees" has the meaning described in Section 11.2;

- (j) "RFQ" means the Request for Quotations;
- (k) "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;
- (l) "Term" has the meaning described in Section 3.1.

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

- (a) this Agreement;
- (b) 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; and  
Schedule B – Quotation.

Attachment 1 – Prime Contractor Designation – Letter of Understanding

Attachment 2 – Contractor Health & Safety Expectation – Responsibility of Contractors

## **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 AND RENEWALS**

3.1 The Contractor will provide the Goods and Services for the period commencing on March 1, 2016 and terminating on September 31, 2018 (the "Term").

3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) additional one (1) year renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

**4. TIME**

4.1 Time is of the essence in rendering of services hereunder. The acceptance of a late performance, with or without objections or reservations by the City shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**5. FEES**

5.1 The City will pay to the Contractor the Fees as set out in Schedule B ("Fees"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees, Disbursements and GST will not exceed the amounts for each year as follows without prior written approval of the City  
Financial Year 2016

**YEARS 2016 TO 2018**

**Financial Year 2016:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2017:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2018:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**OPTIONAL YEARS 2019 TO 2020**

**Financial Year 2019:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2020:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

The cost of additional services must not exceed the rate as specified in Schedule B "Contract Services Fixed Fee Schedule" for those Contract Services requested by the City, plus GST, labour is inclusive of materials and equipment. If a price is not specified for a specific lifeguarding service, then the work will be performed at a cost mutually agreed upon by the parties.

All rates are firm for the duration of the Contract Term.

All amounts are in Canadian funds.

The City is not responsible for costs incurred by the Contractor in excess of the agreed amount(s) as set out herein.

## **6. PAYMENT AND INVOICING**

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice (the "Invoice") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month, and including the following information:
- (a) An invoice number;
  - (b) Contractor's name, address and telephone number'
  - (c) the City's purchase order number;
  - (d) taxes (if any); and
  - (e) grand total of the invoice.
- 6.2 The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.
- 6.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.4 if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an invoice which the City determines is payable at any time after receipt of the invoice.

### **SUBMITTING YOUR INVOICE BY HARD COPY**

Mail hard copy invoices to:

Perry Fulop, Newton CRS Manager, Parks Recreation and Culture  
13730 - 72 Avenue  
Surrey, B.C., Canada, V3W 2P4

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

- Incomplete invoices will be returned.

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

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

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

## **7. PERFORMANCE SECURITY**

- (a) Before the Agreement takes effect, the Contractor shall at its sole expense furnish to the City, performance security, in the form of a certified cheque or Letter of Credit in the amount of Five Thousand dollars (\$5,000.00) (the "Security") as a guarantee for the due and faithful performance of this Agreement by Contractor;
- (b) The City may draw on the Security to carry out the duties, obligations and responsibilities of the Contractor under the Agreement if such is not completed to the City's satisfaction in accordance with the terms of the Agreement after a determination has been made in accordance with the terms of the Agreement.
- (c) The City shall not be responsible nor shall it pay to the Contractor any interest on the Security.
- (d) The City may draw down on the Security required to remedy any material breach of the Agreement and any damages resulting as a result of said breach of the Agreement by the Contractor; however, such amount shall not be considered to be liquidated damages and the Contractor shall be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of the Agreement.

## **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 provide the Goods and perform the Services.

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 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 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 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **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 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 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 operator's 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 15.4 then the City may:

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

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

of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 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 any regulations requiring installation or adoption of safety devices or appliances.
- 19.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 19.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

## **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: +1-604-685-3555  
Fax: +1-604-605-8231  
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 must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
  - (b) by facsimile, on transmission; or
  - (c) by mail, five calendar days after posting.

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. ENUREMENT**

30.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the 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:

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

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

**NAME OF CONTRACTOR**

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

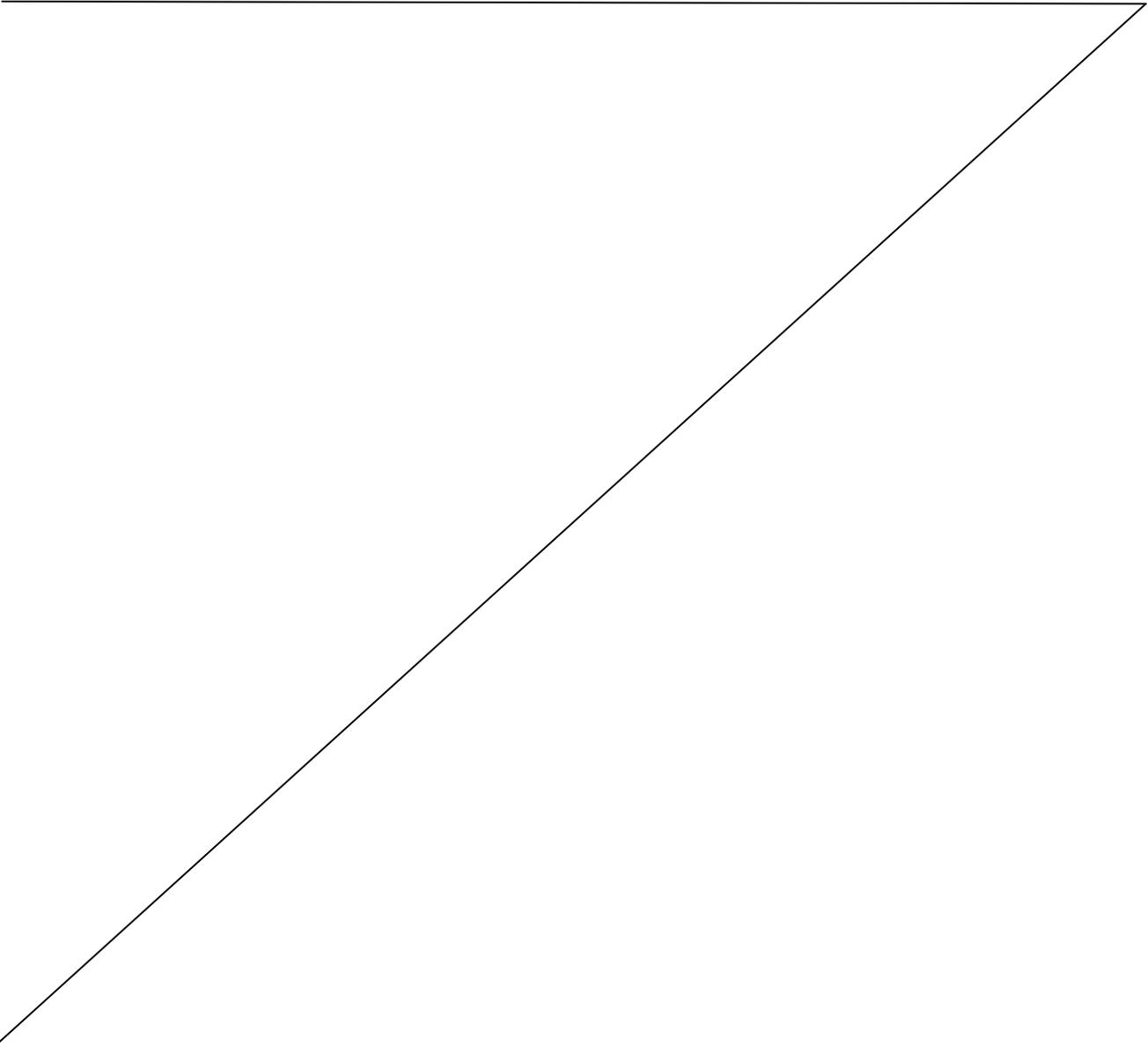
\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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



**ATTACHMENT 1**  
**PRIME CONTRACTOR DESIGNATION**  
**LETTER OF UNDERSTANDING**

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

**Coordination of multiple-employer workplaces**

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

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2015-101

Project Title and Site Location: **Crescent Beach Lifeguarding Services**

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

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

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

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

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

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

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

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

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

**ATTACHMENT 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 of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

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

**PERSONNEL**

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

**SAFETY MANAGEMENT SYSTEM**

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey's 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 of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

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

## **SAFETY ATTITUDE**

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

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

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

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

It is everyone responsibility to:

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



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

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

## **GENERAL RULES**

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).

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

i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

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

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

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

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

**Name:** \_\_\_\_\_  
**(Please Print)**

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

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

**1. PURPOSE**

- 1.1 The Contractor must provide professional Lifeguarding Services at Crescent Beach, North and South beaches (the “Guarded Swimming Areas”), in a substantial, complete and professional manner in accordance with the Public Aquatic Operation industry standards. The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.
- 1.2 The two (2) Guarded Swimming Areas consist of the North and South beaches. The area of the North beach is the area between the float lines, the Crescent Beach Swimming Club (“CBSC”) rafts, and the shore. The area of the South beach changes between high tide and low tide. At high tide, a rectangle established by the area between the float lines. At low tide, the similar area starting at the shoreline, as if the float lines extended.

**2. SCOPE OF SERVICES (LIFEGUARD SERVICES)**

**2.1 Contractor’s Responsibilities**

The Contractor shall perform and provide the Services and account for all things necessary or desirable for the proper, efficient, and safe operation and maintenance of the Guarded Swimming Areas to enable the Guarded Swimming Areas to operate as a recreational public swimming facility during the Term. The Contractor’s duties include the following:

- (a) Providing lifeguard Services and maintaining the Guarded Swimming Areas according to the industry standards of professional conduct and shall discharge its duties under this agreement honestly, in good faith and in the best interests of the Contractor and the City.
- (b) The Contractor will have full access to the Guarded Swimming Areas during the Term and shall effectively direct and supervise the work at the Guarded Swimming Areas, using its best skill and attention, and shall be solely responsible for all procedures and for coordinating all parts of its duties, responsibilities and obligations under the Agreement, including:
  - (1) All aspects of lifeguarding Services at the Guarded Swimming Areas and the making of all day-to-day decisions in connection therewith, except as otherwise provided herein;
  - (2) Entering into all contracts necessary or desirable for lifeguarding Services at the Guarded Swimming Areas, solely on behalf of the Contractor;
  - (3) Keeping of all records, statistics and accounts in respect of the opening, operation and maintenance of the Guarded Swimming Areas in accordance with generally accepted accounting principles, consistently applied;
  - (4) Hiring, directing and supervising, in the name of the Contractor as employer, all personnel who may be required for the proper fulfillment of the Services;
  - (5) Provide all labour, supervision, transportation, supplies and other required services as needed to fully lifeguard and maintain the Guarded Swimming Areas;

- (6) Immediately report to the Department Representative any damage or new potential hazards involving the Guarded Swimming Areas;
  - (7) Designate the Guarded Swimming Areas as approved by the City;
  - (8) Ensure buoys are thoroughly cleaned before designating the Guarded Swimming Areas;
  - (9) Set up the equipment shed and boat as necessary for providing lifeguarding Services in the Guarded Swimming Areas;
  - (10) Develop a list to be approved by the Department Representative outlining boat maintenance to be carried out;
  - (11) Clearly display tide, water temperature and air temperature on a daily basis for the public to see;
  - (12) Pick up litter as required in the Guarded Swimming Areas and adjacent beaches to ensure a safe beach facility;
  - (13) Provide safety supervision in a manner consistent with the Lifesaving Society, National Lifeguard Service, waterfront procedures; and
- (c) The Contractor should work with the Department Representative to ensure the smooth preparation, operation and transfer of responsibilities back to the City upon completion of Agreement.

## 2.2 **Safety**

The Contractor shall report to the Department Representative on a standardized *Incident and Accident Report Form* any incidents, altercations, accidents, or any other situation involving any person requiring the attention of a lifeguard. The Contractor shall immediately communicate life threatening incidents to the Department Representative. Major incidents must be submitted within 24 hours of occurrence. Minor incidents may be submitted no later than one (1) week from the date of the occurrence.

## 2.3 **Equipment and Maintenance**

- (a) The Contractor will be responsible for the equipment at all times during the hours of operation and ensure that all equipment is accounted for, cleaned, properly maintained, secured and kept in storage room when not in use.
- (b) The Contractor should be liable to pay the City the cost of maintenance, repair or replacement made necessary as a result of loss or damage to the Beach Facility's equipment, or chattels caused deliberately or recklessly by the Contractor's staff or agents; and
- (c) By October 1<sup>st</sup> of each year the Contractor will provide the Department Representative with an annual inventory and condition report of all equipment belonging to the City used in the performance of the Services. Any and all requests for new equipment for the next operating season will be made at this time.

## 2.4 **Appearance:**

The Contractor and employees shall at all times be properly attired and should be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public. The Contractor should ensure the Guarded Swimming Areas and its staff display a positive public image at all times.

## **2.5 Lost Property**

The Contractor will maintain a lost and found at the Beach Facility. The lost and found will be kept in an organized manner for the summer.

All items estimated to be of more than one hundred dollars in value will be turned over to the Department Representative after 30 days.

## **3. EMERGENCY AND EVACUATION PROCEDURES**

3.1 The Contractor should submit for approval to the Department Representative detailed procedures and action plans to deal with emergency and evacuation procedures prior to the commencement of the Agreement. These procedures and action plans are to be reviewed and updated annually. The procedures and actions plans may be implemented when any of the following incidents occur including but not limited to:

- (a) Lightning;
- (b) Death or injury;
- (c) Lost person; and
- (d) Any other situation where the public or staff's health is at risk.

3.2 The Contractor must post emergency procedures and action plans for staff to view and read inside the Lifeguarding Station (green box).

3.3 The Contractor must make arrangements to periodically train and test its staff in order to ensure that they are able and competent to deal effectively with emergency and evacuation procedures. The Department Representative may request such test or documents indicating that the training and tests have been successfully carried out.

## **4. CONTRACTOR'S LIFEGUARDING STAFF**

4.1 All Lifeguards must maintain a current National Lifeguard (Lifesaving Society) Waterfront Award and a C.P.R. C / AED certification.

4.2 The Contractor should supply first aid supplies, walkie-talkies, O2 supplies, fanny pack, and megaphones.

4.3 The Contractor is responsible the expenses of all uniforms and attire worn by its staff. The City reserves the right to request that the Contractor change its uniforms if the City determines, acting reasonably, that they are inappropriate.

## **5. CITY RESPONSIBILITIES**

- (a) The City will maintain landscaping, signage and litter control of the Beach Facility and surrounding areas.
- (b) The City will provide a telephone to the Guarded Swimming Areas.

## **6. POLICE INFORMATION CHECK/VULNERABLE SECTOR CHECK**

- 6.1 The City is committed to providing a safe environment for children and youth. Any of the Contractor's staff and volunteers providing Services to the Guarded Swimming Areas is to undergo a Police Information Check/Vulnerable Sector Check. Any associated costs will be the responsibility of the Contractor. The Contractor must keep copies of the Police Information Check/Vulnerable Sector Check and be prepared to provide the City access to the records if requested by the City.

## **7. REPORTING**

- 7.1 The Contractor shall submit a comprehensive final seasonal operating report on an annual basis, due in 15<sup>th</sup> day of October of each year, to City and in the format requested outlining at a minimum the following topics:
- (a) Safety;
  - (b) Lifeguarding Services;
  - (c) Budget;
  - (d) Issues;
  - (e) Beach facility review;
  - (f) Improvements required;
  - (g) Improvements recommended;
  - (h) Staffing; proof of staff and payments made;
  - (i) Inventory of Equipment;
  - (j) Annual Statistics etc.; and
  - (k) Suggestions for the safe operation of the Guarded Swimming Areas in future years.

The comprehensive final seasonal operating report shall further provide the City with an inventory and condition report of all equipment belonging to the City and in use for the operation of the Services. In addition, any and all requests for new equipment for the next operating season should be made at this time by the Contractor. The Contractor will be responsible for the equipment at all times during the Term of the Agreement.

The Contractor will be responsible to annually sign-off on the Guarded Swimming Areas that are in as good or better condition than they were received and accepted by the Contractor.

## **8. HOURS OF OPERATION**

- 8.1 All duties incidental or necessary thereto, should be conducted and performed during the hours of operation, diligently and competently and in accordance with professional standards of conduct and performance. During the hours of operation, Crescent Beach, both North and

South beaches, will be open seven (7) days per week and each day from 11:00 a.m. to 7:00 p.m.

The Contractor is not to commence work prior to 11:00 a.m. and is to be completed by 7:00 p.m.

8.2 Initial Term hours of operation:

<b>SCHEDULE OF OPERATIONS</b>			
<b>Year</b>	<b>Start Date (Saturdays)</b>	<b>End Date (Mondays)</b>	<b># of Days</b>
2016	June 25	September 5	73
2017	June 24	September 4	73
2018	June 23	September 3	73

8.3 Optional Term hours of operation:

<b>SCHEDULE OF OPERATIONS</b>			
<b>Year</b>	<b>Start Date (Saturdays)</b>	<b>End Date (Mondays)</b>	<b># of Days</b>
2019	June 22	September 2	73
2020	June 27	September 7	73

The schedules above are estimates only and may change subject to Surrey School District calendar.

**9. SIGNAGE**

The Contractor shall supply and maintain all signage related to the daily operation of the Guarded Swimming Areas. The City will maintain all signs related to the overall operation of the beach, which areas are Guarded Swimming Areas and any other signage the City deems necessary. The Contractor will have input into the development of the City's "Beach Rules".

Existing City signage should clearly indicate the Guarded Swimming Areas and that there are no lifeguards for the area beyond the Guarded Swimming Areas. Hours of operation of the Contactor shall be posted clearly, distinctly and visibly by the Contractor.

The City will maintain landscaping, signage and litter control of the Guarded Swimming Areas and surrounding areas, and deliver and pick up boat and equipment each summer.

**10. CAPITAL WORK**

The Contractor shall, with prior approval from the City, pay the first Two Hundred and Fifty (\$1000) Dollars plus GST of any required capital work. The City will pay for equipment or repair costs in excess of Two Hundred and Fifty (\$1000) Dollars plus GST.



## SCHEDULE B - QUOTATION

RFQ Title: **CRESCENT BEACH LIFEGUARDING SERVICES**

RFQ No: 1220-040-2015-101

### CONTRACTOR

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

Address: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

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

**Section**

**Requested Departure(s) / Alternative(s)**

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4. The City requires that the successful 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)**

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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:

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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)**

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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:

**TABLE A. INITIAL TERM SERVICES FIXED FEE**

ITEM #	ITEM NAME	TOTAL AMOUNT
The Contractor will provide all labour, plant, materials, disbursements, tools and equipment necessary for professional lifeguarding Services at Crescent Beach, North and South beaches.		
Year	Month	Amount
2016	June	\$
	July	\$
	August	\$
	September	\$
	<b>2016 Total</b>	<b>\$</b>
2017	June	\$
	July	\$
	August	\$
	September	\$
	<b>2017 Total</b>	<b>\$</b>
2018	June	\$
	July	\$
	August	\$
	September	\$
	<b>2018 Total</b>	<b>\$</b>
Note: Overheads, General Conditions and Profit are to be included in the above amounts.		
CURRENCY: Canadian	2016 Subtotal:	\$
	2017 Subtotal:	\$
	2018 Subtotal:	\$
	Subtotal:	\$
	GST 5%:	\$
<b>TOTAL QUOTATION PRICE:</b>		<b>\$</b>

**TABLE B OPTIONAL TERM SERVICES FIXED FEE:**

Year	Month	Amount
2019	June	\$
	July	\$
	August	\$
	September	\$
	<b>2019 Total</b>	<b>\$</b>
2020	June	\$
	July	\$
	August	\$
	September	\$
	<b>2020 Total</b>	<b>\$</b>
Note: Overheads, General Conditions and Profit are to be included in the above amounts.		
CURRENCY: Canadian	2019 Subtotal:	\$
	2020 Subtotal:	\$
	Subtotal:	\$
	GST 5%:	\$
	<b>TOTAL QUOTATION PRICE:</b>	<b>\$</b>

**Payment Terms:**

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

**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:**

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

**Key Personnel**

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_

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

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

SECTION B-5

**Experience and References:**

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

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

13. **References:** Contractor's relevant references (name and telephone number). Use the space provided and/or attach additional pages, if necessary. The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

:

<u>Reference 1</u>	<u>Contractor's Comments</u>
<u>Company Name:</u>	
<u>Start and Completion Date:</u>	
<u>Reference Contact:</u>	
<u>Telephone:</u>	
<u>E-mail:</u>	

<u>Reference 2</u>	<u>Contractor's Comments</u>
<u>Company Name:</u>	
<u>Start and Completion Date:</u>	
<u>Reference Contact:</u>	
<u>Telephone:</u>	
<u>E-mail:</u>	

<u>Reference 3</u>	<u>Contractor's Comments</u>
<u>Company Name:</u>	
<u>Start and Completion Date:</u>	
<u>Reference Contact:</u>	
<u>Telephone:</u>	
<u>E-mail:</u>	

Provide information on the following:

14. Contractor's demonstrated ability to provide the Goods and Services. Describe how the Contractor will provide professional lifeguarding services as specified in this RFQ (Use the space provided and/or attach additional pages if necessary):

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15. Identify Contractor's procedures in place and action plans with as specified in Schedule A, section 3 Evacuation and Emergency Procedures.

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16. Describe how the Contractor will ensure that the staff are displaying a positive public image at all times.

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17. Provide a list of recommended signage related to the daily operation of the Guarded Swimming Areas. (All signage are subject to City's Department Representative's approval).

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18. Describe how the Contractor will work with the City Department Representative to ensure a successful and timely preparation, safe opening operation, maintenance and sign-off of the Guarded Swimming Areas for each season.

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19. Describe how the Contractor will provide a comprehensive final seasonal operating report on an annual basis. Provide samples of each report listed in Schedule A, section 7.1.

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20. Describe how the Contractor will manage the annual sign-off on the Guarded Swimming Areas ensuring that they will be in good or better condition than they were received and accepted by the Contractor.

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21. **Training:** Describe/outline any specific training and development programs (i.e. Occupational Health and Safety) that your company employs and the number of hours of training provided to new staff and current staff on a recurring basis.

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22. **Sustainability:** Provide information on any initiatives, programs implemented (i.e. alternative fuel vehicles) that the Contractor has made that could be considered environmental, financial/economic, social/ethically sustainable value:

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

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CONTRACTOR**

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

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

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

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

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

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