



## **REQUEST FOR QUOTATIONS**

**Title:** GRASS CUTTING OF ARTERIAL & COLLECTOR ROAD BOULEVARDS

**Reference No.:** 1220-040-2017-060

**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 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. Contractors are invited to submit innovative solutions and the City encourages suggestions to improve this project.

### 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 two (2) copies (three (3) in total) which should be delivered to the City at the office of:

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

Address: City of Surrey (New City Hall)  
Reception Counter - Ground Floor  
Attn: Purchasing Section – Finance & Technology  
13450 – 104 Avenue, Surrey, BC Canada V3T 1V8

(c) Facsimile (Fax)

If the Contractor chooses to submit by facsimile (Fax), the Contractor should submit the Quotation in a single transmission to the City by facsimile at: 604-599-0956.

**3. DATE**

The City would prefer to receive Quotations on or before **April 24, 2017**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

**4. INQUIRIES**

All inquiries related to this Request for Quotations ("RFQ") should be directed in writing to:

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

Address: City of Surrey (New City Hall)  
Finance & Technology Department  
Purchasing Section  
13450 – 104 Ave Surrey, BC Canada V3T 1V8

Fax: 604-599-0956  
Telephone: 604-590-7274  
Email for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**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 RFP 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 Schedule 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.

## **ACCEPTANCE**

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

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

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

## **9. CONTRACTOR'S QUALIFICATIONS**

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

## **10. CONFLICT OF INTEREST**

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

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

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

## **12. CONFIDENTIALITY**

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

## **13. SIGNATURE**

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them

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

#### **14. MULTIPLE CONTRACTORS**

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

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

#### **15. ESTIMATED QUANTITIES**

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

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** GRASS CUTTING OF ARTERIAL & COLLECTOR ROAD BOULEVARDS

**Reference No.:** 1220-040-2017-060

**FOR THE SUPPLY OF GOODS AND SERVICES**

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## DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **GRASS CUTTING OF ARTERIAL & COLLECTOR ROAD BOULEVARDS**

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

RFQ #1220-040-2017-060

BETWEEN:

City of Surrey  
13450 - 104 Avenue  
Surrey BC V3T 1V8

(the "City")

AND:

(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; and
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor who is providing Goods and Services under this Agreement;
- (e) "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;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnitees" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) "Term" has the meaning described in Section 3.1; and
- (k) "Year of the Term" as used herein shall mean each twelve-month period commencing on (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) the RFQ; and
  - (c) 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

## **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 Section B-2.
- 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 Section B-2. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

## **3. TERM**

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (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 two (2)

separate twelve (12) month renewals. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

#### **4. TIME**

4.1 Time is of the essence.

#### **5. FEES**

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

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

5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

#### **6. PAYMENT**

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, 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.

6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.

6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms.

The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

- 6.5 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contractor for completion.
- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
  - (a) 15% of each payment due to the Contractor; or
  - (b) the amount required under applicable tax legislation.

## **7. USE OF WORK PRODUCT**

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

## **8. PERSONNEL AND SUBCONTRACTORS**

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 8.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 8.2 and 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

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

## **11. WARRANTIES**

- 11.1 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 nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

## **12. INSURANCE AND DAMAGES**

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent

employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

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

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

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

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

### **13. CITY RESPONSIBILITIES**

13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

13.3 If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

#### **14. DEFICIENCIES**

14.1 The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods 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 are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

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

15.1 In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.

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

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

- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
  - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
  - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
  - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
  - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
- 15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

## **16. CURING DEFAULTS**

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

## **17. DISPUTE RESOLUTION**

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the

parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

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

- 18.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 18.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule B, to Attachment 1, of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.

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

18.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

## **19. BUSINESS LICENSE**

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

## **20. GENERAL PROVISIONS FOR GOODS**

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

“Upon arrival, please contact customs broker:

Livingston International Inc.

Telephone: 604-685-3555

Fax: 604-605-8231

Email: [cst19@livingstonintl.com](mailto:cst19@livingstonintl.com)”

20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

## **21. COMPLIANCE**

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

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

## **22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION**

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

## **23. WAIVER**

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

## **24. APPLICABLE LAW**

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

## **25. NOTICES**

- 25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
  - (b) by facsimile, on transmission; or
  - (c) by mail, five calendar days after posting.
- 25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

## **26. MERGER AND SURVIVAL**

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

## **27. ENTIRE AGREEMENT**

- 27.1 This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.
- 27.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

## **28. SIGNATURE**

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

## **29. FUEL EMISSIONS DATA**

- 29.1 In 2007, the City of Surrey signed the BC Climate Action Charter, a voluntary agreement that commits the City to be carbon neutral in its corporate operations (for more information go to <http://www.livesmartbc.ca/community/charter/charter.html>). The City is also committed to reducing corporate greenhouse gas (GHG) emissions by 20% by 2020.
- 29.2 Following on these commitments, the City of Surrey tracks its corporate energy use and greenhouse gas (GHG) emissions annually within traditional service areas. Where the City has a contractual arrangement to deliver these traditional services as defined under the BC Climate Action Charter, some of the GHG emissions from the services need to be included as part of the annual corporate emissions inventory.
- 29.3 Commencing January 1, 2013, the City will require all service providers to communicate the quantity of fuel (gasoline, diesel, natural gas, propane and bio-fuel blends) used to operate vehicles, equipment and machinery as part of the delivery of the services described in the contract and to provide this data to the City at the earlier of termination of the assignment or at the end of each calendar year.
- 29.4 Data provided should include the following (see sample format):
- Type of fuel consumed (gasoline, diesel, natural gas, propane and bio-fuel blends); and
  - Litres of fuel consumed in relation to the service delivered under the contract
    - Although actual fuel volumes are preferred, the City recognizes it may be difficult to assign fuel use to any particular contract. In these cases, apportioning fuel use for equivalent services based on contract dollar value, total service hours, or some other logical method is acceptable. If fuel consumption is prorated and/or estimated, the method of proration and/or estimation must be noted.

**Sample Report:**

<b>P.O. Number</b>	<b>567932</b>
<b>Date Range</b>	<b>March 1 – September 15</b>
<b>Gasoline (litres)</b>	<b>1,200</b>
<b>Diesel (litres)</b>	<b>4,500</b>
<b>Prorated Based on</b>	<b>Service hours</b>

The City can provide direction, if necessary, to calculate this information.

**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.

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

**CITY OF SURREY**

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

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

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

**1. General Requirements**

- 1.1 The City of Surrey (the “City”) is seeking a Quotation from professional landscape maintenance firms to provide a firm fixed price:

**GRASS CUTTING OF ARTERIAL & COLLECTOR ROAD BOULEVARDS**

The Contractor shall abide by the true intent of the Scope of Services (i.e., not take advantage of any unintentional error or omission). The Contractor shall include all planning, administration, experienced and qualified labour, equipment, materials, supplies, parts, and management necessary to assure that all services comply with the contract, the City’s schedules and instructions, and all applicable laws and regulations. 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.

- 1.2 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.
- 1.3 The Contractor shall perform complete grass cutting maintenance as generally described in Schedule A for all grass cutting locations listed in **Schedules “A-1” through “A-2”**. In general, the grass cutting locations can be separated into three geographic zones (if required). The Services are to be performed for the City’s Engineering Department – Operations Division, Contracts & Solid Waste Section.
- 1.4 The work involves approximately **396,900 square metres** of grass cutting and related services along City Boulevards 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:**

<b><u>City &amp; Translink Grass Cutting</u></b>	
<b><u>Total</u></b>	
<b>Bld – ARTERIAL ROAD</b>	196,500 SQ. M
<b>Bld – COLLECTOR ROAD</b>	200,400 SQ. M
	<b><u>396,900 SQ. M</u></b>

1.5 Prior to the commencement of any work the Contractor will be required to pickup any general litter, paper, beverage containers, small branches and leaves.

1.6 No grass clippings or leaves are to be blown onto walkways and/or roadways.

**2. Grass Cutting Locations**

2.1 The **2017 Grass Cutting Locations**, please refer to **Schedules “A-1” through “A-2”**.

**3. Contract Drawings/Maps**

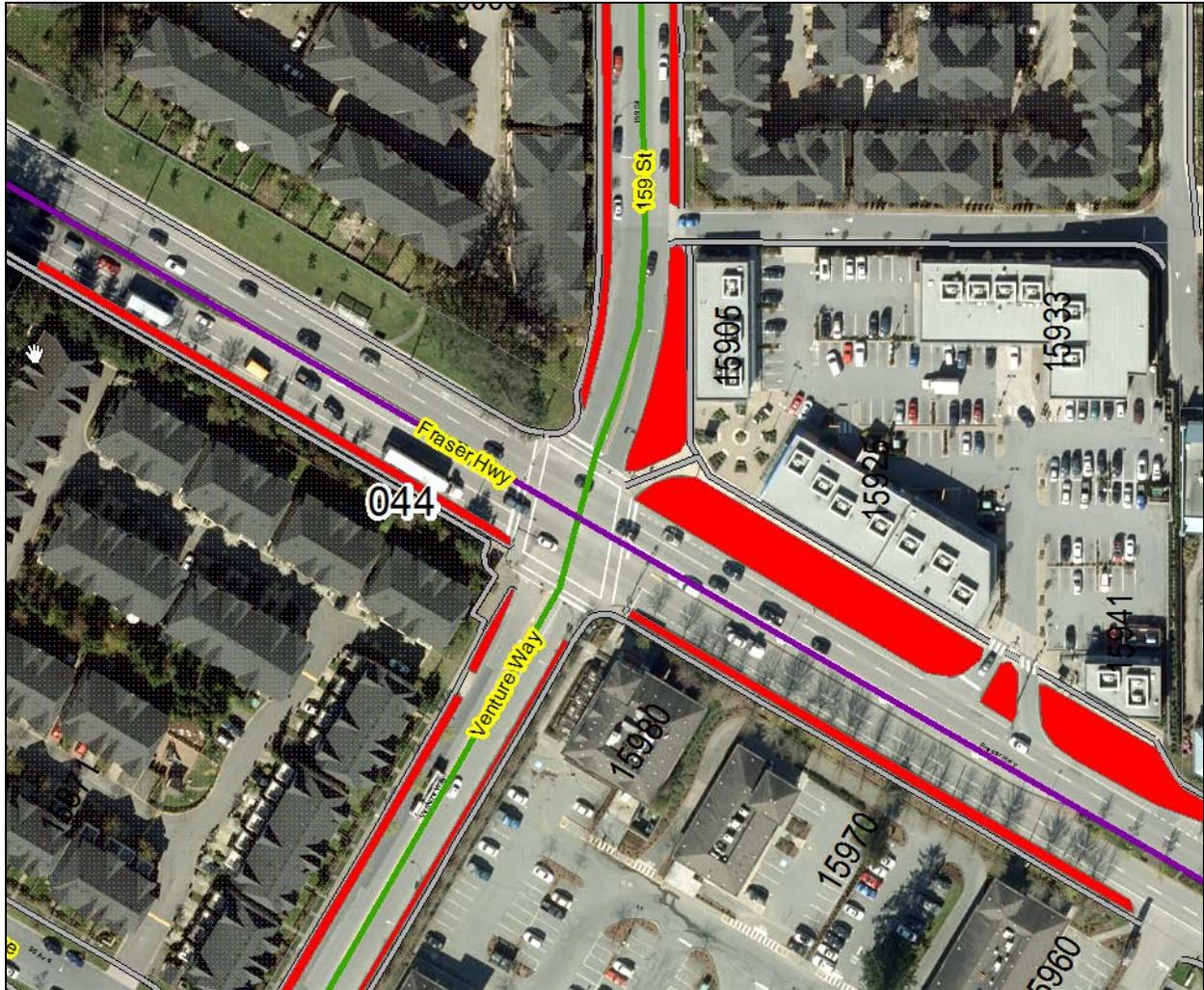
City of Surrey roads are to be classified as an Arterial or Collector. The extents are further defined in the included in Schedule A-1 & A-2. Please note the King George Boulevards from 56<sup>th</sup> Avenue to 8th Avenue are not to be included in this RFQ.

Typically Arterial and Collector road boulevard grass cutting limits are bound from the road/curb edge to sidewalk. Boulevard grass cutting boundaries are considered to be the grass portion within the proximity of a lot frontage relative to the road centerline. The attached shows each road with a designated classification being an arterial, collector road are depicted in colour. Colours codes for an Arterial road are delimited purple and a Collector road being green.

Below is a sample depiction of the areas the City of Surrey Boulevard that requires grass mowing. The contract quantity shall be inclusive and will be further outlined defined in the COSMOS (City Of Surrey Mapping Online System).

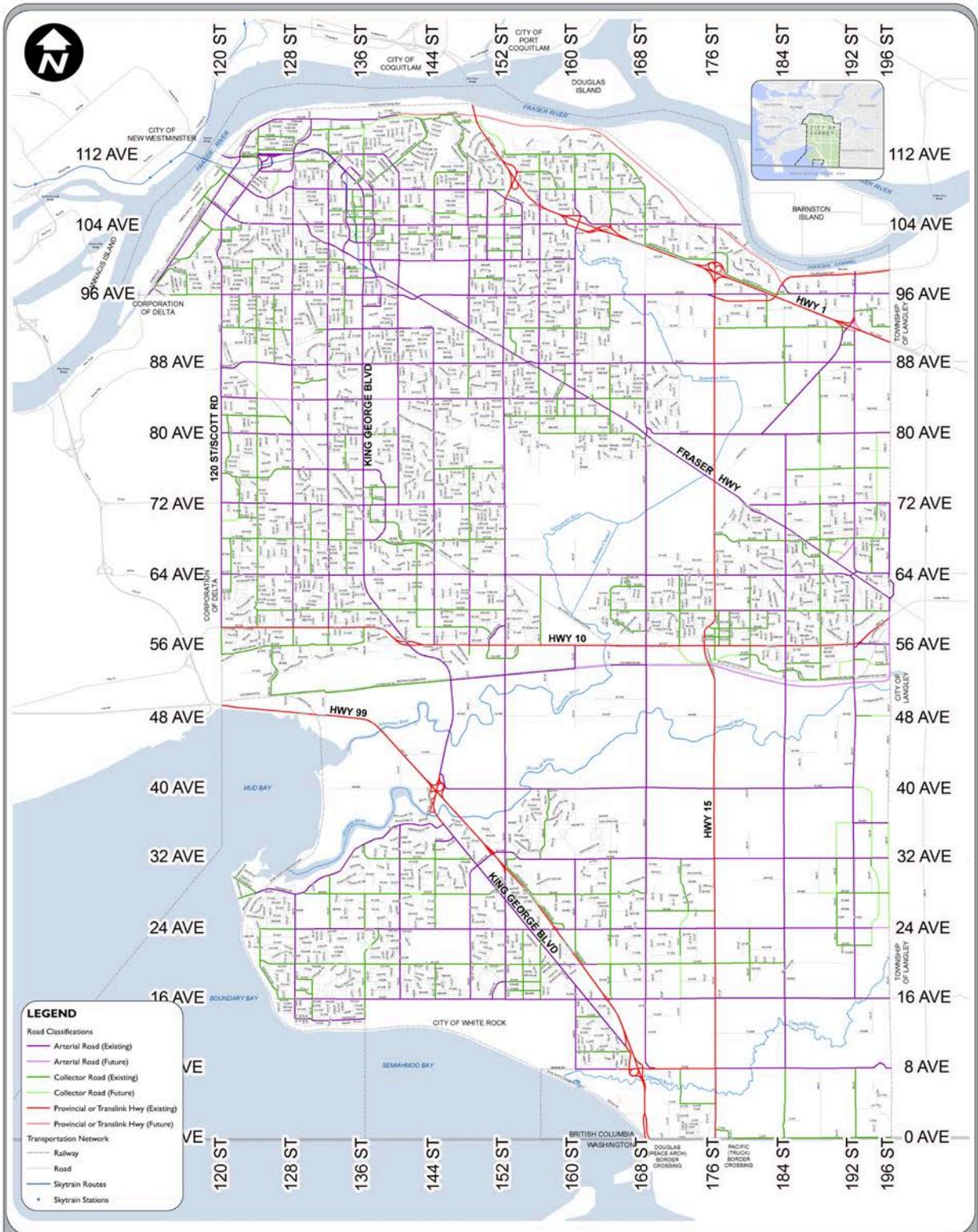
**Sample Below:**

Purple depicts an Arterial road while the Collector road centerline is noted in Green. Sidewalks are grey in colour.



**ROAD CLASSIFICATIONS CAN BE FOUND ONLINE at the address below.**

<http://www.surrey.ca/files/SurreyRoadClassificationMapR91January252010pdf.pdf>



**SURREY ROAD CLASSIFICATION MAP (R-91)**

0 0.5 1 2 3  
 SCALE: 1:25,000  
 KM

GIS SECTION  
 ENGINEERING DEPARTMENT



#### 4. Description of Services

4.1 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.

#### 5. Time Schedule

5.1 The Contractor shall maintain work schedules. Mowing of all assigned locations shall be completed on a **14-day (Bi-weekly) schedule beginning the third week of March of each year**, throughout the contract period, or as otherwise specified. The 2017 regular scheduled mowing shall commence on **March 20, 2017 (or 1<sup>st</sup> Monday after contract award)**. 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 B – Section B-3:** 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 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**

- Boulevards every 2 weeks (Bi-weekly)

**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.

- Boulevards weekly

**(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. Working Hours**

6.1 Working hours for the Contractor will be from 7:30 a.m. through 6:00 p.m. Monday through Friday except Statutory holidays. Access to work sites may be restricted to those hours of the day. The Contractor will not be permitted to work on Saturdays, Sundays, legal public holidays or other than normal working hours, unless authorized in writing by the City.

6.2 Delays in the work schedule will not be tolerated, except in the event of unavoidable delays due to an Act of God.

6.3 Weekend work will only be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the Contract.

6.4 The City is to be informed one week in advance of any stoppage or restart of work.

## **7. Grass Cutting Schedule Records**

7.1 The Contractor is to maintain a “**Daily Grass Cutting Record**” sheets showing as a minimum, the location of grass cutting and the date completed. These records are to be emailed to the Project Supervisor on weekly basis or as requested.

Fax Number: 604-591-7836

Email Address: [TOakley@surrey.ca](mailto:TOakley@surrey.ca)

## **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 locations and area(s) provided in Schedules “A-1” through “A-2” and prospective Contractors will determine actual square meters 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. Responsibilities of the City**

- 9.1 Contract administration shall be done by Tina Oakley, Engineering Assistant, Engineering Department, Operations Division, Streets Operations Section or designate.

**10. Mowing Equipment**

- 10.1 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).
- 10.2 Operator mounted mowing equipment and tractors must be equipped with low-pressure floatation tires designed for use on turf.
- 10.3 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.

**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. **Supervision**

16.1 The Contractor shall designate a representative who shall be responsible for onsite supervision of the Contractor's workforce 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.

## 17. **Operator Training, Qualifications and Experience**

17.1 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.

17.2 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.

## 18. **Operator Safety Equipment and Apparel**

18.1 All operators shall wear the proper personal protective equipment to perform grass cutting works 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.

18.2 The wearing of shorts or offensive apparel is not permitted while working on City worksites.

## **19. Worksite Conduct**

- 19.1 All labourers and workers, while working in and around the City's facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers 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) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such labourers from the worksite immediately.
- 19.2 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.

## **20. Accidents - Equipment Safety**

- 20.1 Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the Surrey RCMP and a report requested. The City shall also be contacted immediately and be provided a copy of any reports.
- 20.2 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.
- 20.3 The Contractor's equipment operators shall maintain good safety and driving records, and use extreme caution during the performance of the Services.

## **21. Permits and Fees**

- 21.1 The Contractor is to secure and pay for all permits, and governmental fees, licenses and inspection necessary for proper execution and completion of the works which are customarily secured after execution of an agreement and which are legally required.
- 21.2 The Contractor is to comply with and give notices required by Laws applicable to performance of the Services.

**SCHEDULE A-1 – DESIGNATED ARTERIAL ROADS**

**LIST OF ARTERIAL ROADS FOR GRASS CUTTING CONTRACT**

**TOTAL APPROX. QTY = 196,500 m2**

<b>Arterial Road</b>	<b>From</b>	<b>To</b>
BRIDGEVIEW DR	128 ST	HIGHWAY 17
FERGUSON DIV	108 AVE	152 ST
GUILDFORD DR	152 ST	154 ST
HANSEN RD	112 AVE	140 ST
HILTON RD	BENTLEY RD	BOLIVAR CR
KING GEORGE BOULEVARD	56 AVE	PATTULLO BRIDGE
KING GEORGE BOULEVARD - South Surrey (Not Included)	8 AVE	56 AVE
OLD YALE RD	100 AVE	104 AVE
OLD YALE RD	HWY 17	128 ST
SCOTT RD (INCLUDING INTERCHANGE)	120 ST	KING GEORGE BOULEVARD
TANNERY RD	HWY 17	SCOTT RD
UNIVERSITY DR	OLD YALE RD	KING GEORGE BOULEVARD
WHALLEY BLVD	FRASER HWY	GROSVENOR RD
112 AVE	BOLIVAR RD	PARK DR
110 AVE	SCOTT RD	128 ST
108 AVE	128 ST	FERGUSON DIV
105A AVE	UNIVERSITY DR	138 ST
104 AVE	SCOTT RD	NO 1 HWY
104 AVE	160 ST	TRIGGS RD
102 AVE	UNIVERSITY DR	WHALLEY BLVD
100 AVE	KING GEORGE BOULEVARD	160 ST
96 AVE	120 ST	HWY 15
96 AVE	GOLDEN EARS WAY	19600 BLK
92 AVE	132 ST	14100 BLK
92 AVE	14200 BLK	144 ST
92 AVE	180 ST	HARVIE RD
90 AVE	HARVIE RD	192 ST
88 AVE	NORDEL WAY	19600 BLK
FRASER HWY	KING GEORGE BOULEVARD	196 ST
HARVIE RD	80 AVE	NO 1 HWY
HARVIE RD	HARVIE RD	92 AVE
NORDEL WAY	120 ST	88 AVE

84 AVE	120 ST	124 ST
84 AVE	12700 BLK	13600 BLK
84 AVE	140 ST	156 ST
80 AVE	120 ST	KING GEORGE BOULEVARD
80 AVE	168 ST	19600 BLK
76 AVE	128 ST	138 ST
72 AVE	120 ST	152 ST
72 AVE	180 ST	196 ST
68 AVE	KING GEORGE BOULEVARD	HYLAND RD
64 AVE	120 ST	196 ST
60 AVE	HWY 15	184 ST
PANORAMA DR	HWY 10	152 ST
56 AVE	HWY 10	196 ST
COLEBROOK RD	KING GEORGE BOULEVARD	160 ST
COLEBROOK RD	164 ST	168 ST
40 AVE	KING GEORGE BOULEVARD	192 ST
36 AVE	192 ST	196 ST
32 AVE DIV	KING GEORGE BOULEVARD	NO 99 HWY
32 AVE	NO 99 HWY	196 ST
24 AVE	128 ST	19400 BLK
20 AVE	KING GEORGE BOULEVARD	160 ST
8 AVE	BURL NORTH (SEMIAMMOO)RWY	KING GEORGE BOULEVARD
8 AVE	HWY 15	196 ST
120 ST	HWY 10	SCOTT RD
128 ST	110 AVE	112B AVE
128 ST	MARINE DR	CRESCENT RD
128 ST	HWY 10	109 AVE
132 ST	HWY 10	132 ST DIV
132 ST DIV	132 ST	KING GEORGE BOULEVARD
134 ST	96 AVE	100 AVE
138 ST	HYLAND RD	76 AVE
140 ST	16 AVE	CRESCENT RD
140 ST	72 AVE	110 AVE
144 ST	HWY 10	92 AVE
144 ST	100 AVE	108 AVE
148 ST	16 AVE	KING GEORGE BOULEVARD
148 ST	HWY 10	64 AVE
148 ST	FRASER HWY	110 AVE

150 ST	100 AVE	108 AVE
152 ST	16 AVE	GUILDFORD DR
154 ST	100 AVE	GUILDFORD DR
156 ST	FRASER HWY	108 AVE
16 AVE	128 ST	196 ST
160 ST	8 AVE	20 AVE
160 ST	24 AVE	32 AVE
160 ST	COLEBROOK RD	HWY 10
160 ST	84 AVE	NO 1 HWY
160 ST	104 AVE	108 AVE
168 ST	8 AVE	96 AVE
180 ST	92 AVE	96 AVE
184 ST	8 AVE	80 AVE
184 ST	HARVIE RD	92 AVE
192 ST	16 AVE	64 AVE
192 ST	64 AVE	67 AVE
192 ST	68 AVE	NO 1 HWY
192 ST	NO 1 HWY	98A AVE
192 ST DIV	66A AVE	68 AVE
196 ST	56 AVE	HWY 10
196 ST	60 AVE	72 AVE
MARTIN DR	16 AVE	152 ST
CRESCENT RD	SULLIVAN ST	KING GEORGE BOULEVARD
MARINE DR	128 ST	136 ST

**SCHEDULE A-2 – DESIGNATED COLLECTOR ROADS**

**LIST OF COLLECTOR ROADS FOR GRASS CUTTING CONTRACT**

**TOTAL APPROX. QTY = 200,400 m2**

<b>Collector Road</b>	<b>From</b>	<b>To</b>
BARNSTON DR E	100 AVE	182A ST
BARNSTON DR W	168 ST	172 ST
BEECHER ST	12100 BLK	SULLIVAN ST
BENTLEY RD	KING GEORGE BOULEVARD	136 ST
BOUNDARY DR E	124 ST	BOUNDARY DR N
CITY PARKWAY	104 AVE	GATEWAY DR
CITY PARKWAY	102 AVE	104 AVE
FLEETWOOD WAY	FLEETWOOD DR	92 AVE
GATEWAY DR	UNIVERSITY DR	KING GEORGE BOULEVARD
GRACE RD	117 ST	103A AVE
GREEN TIMBERS WAY	140 ST	96 AVE
GROSVENOR RD	WHALLEY BLVD	114 AVE
FAULKNER RD	PINE RD	TANNERY RD
HYLAND RD	68 AVE	144 ST
INDUSTRIAL RD	112 AVE	116 AVE
KING RD	136 ST	116A AVE
MCBRIDE DR	114 AVE	KING RD
MILLAR RD	RIVER RD	116 ST
OLD YALE RD	11900 BLK	HWY 17
OLSEN RD	OLD YALE RD	11000 BLK
ORIOLE DR	108 AVE	CANARY DR
PINE RD	TANNERY RD	FAULKNER RD
RIVER RD	96 AVE	117 ST
SURREY RD	WALLACE DR	116A AVE
TANNERY RD	FAULKNER RD	TIMBERLAND RD
TIMBERLAND RD	10600 BLK	PINE RD
TIMBERLAND RD	TANNERY RD	OLD YALE RD
TYNEHEAD DR	96 AVE	182 ST
WALLACE DR	SURREY RD	111A AVE
BELL RD	59 AVE	57A AVE
NEW MCLELLAN RD	120 ST	125 ST
PANORAMA DR	54A AVE	HWY 10
STATION RD	125A ST	125A ST

VENTURE WAY	84 AVE	FRASER HWY
CHANTRELL PARK DR	2200 BLK	24 AVE
COLEBROOK RD	125A ST	KING GEORGE BOULEVARD FG W
COLEBROOK RD	192 ST	196 ST
COUNTRY WOODS DR	26 AVE	172 ST
CROYDON DR	20 AVE	160 ST
CROYDON DR	24 AVE	156 ST
CROYDON DR	28 AVE	32 AVE
OCEAN PARK RD	16 AVE	20 AVE
116A AVE	KING RD	SURREY RD
116A AVE	129 ST	130 ST
116 AVE	INDUSTRIAL RD	129 ST
115 AVE	BRIDGEVIEW DR	136 ST
114 AVE	124 ST	128 ST
112A AVE	124 ST	128 ST
112 AVE	152 ST	168 ST
112 AVE	111A AVE	124 ST
112 AVE	132 ST	BOLIVAR RD
111A AVE	112 AVE	124 ST
111 AVE	128 ST	132 ST
110 AVE	156 ST	157A ST
110 AVE	144 ST	148 ST
108 AVE	156 ST	168 ST
107A AVE	UNIVERSITY DR	CITY PARKWAY
107A AVE	KING GEORGE BOULEVARD	WHALLEY BLVD
106 AVE	CITY PARKWAY	KING GEORGE BOULEVARD
105A AVE	132 ST	UNIVERSITY DR
105 AVE	148 ST	154 ST
105 AVE	132 ST	KING GEORGE BOULEVARD
104A AVE	144 ST	14600 BLK
104A AVE	138A ST	139 ST
104A AVE	KING GEORGE BOULEVARD	WHALLEY BLVD
104 AVE	TRIGGS RD	17800 BLK
103A AVE	HWY 17	122 ST
103 AVE	140 ST	144 ST
103 AVE	144A ST	146 ST
103 AVE	WHALLEY BLVD	138A ST
103 AVE	CITY PARKWAY	KING GEORGE BOULEVARD

102A AVE	146 ST	14600 BLK
102A AVE	149 ST	150 ST
102A AVE	152 ST	154 ST
102 AVE	120 ST	121 ST
102 AVE	WHALLEY BLVD	140 ST
101 AVE	150 ST	154 ST
100 AVE	123A ST	134 ST
100 AVE	172 ST	BARNSTON DR E
99 AVE	SCOTT RD	123A ST
98 AVE	134 ST	KING GEORGE BOULEVARD
98 AVE	148 ST	152 ST
97A AVE	KING GEORGE BOULEVARD	137B AVE
97 AVE	177A ST	179 ST
96 AVE	TOWNLIN DIV	120 ST
96 AVE	182A ST	96 AVE
96 AVE	179 ST	TYNEHEAD DR
94A AVE	168 ST	17100 BLK
94A AVE	KING GEORGE BOULEVARD	138 ST
94 AVE	192 ST	194 ST
93A AVE	177 ST	180 ST
92 AVE	194 ST	19600 BLK
92 AVE	173A AVE	180 ST
92 AVE	BOTHWELL DR	17200 BLK
92 AVE	152 ST	164 ST
92 AVE	PRINCE CHARLES BOULEVARD	132 ST
92 AVE	120 ST	128 ST
86 AVE	128 ST	132 ST
84 AVE	162 ST	168 ST
82 AVE	120 ST	128 ST
82 AVE	152 ST	164 ST
80 AVE	KING GEORGE BOULEVARD	13600 BLK
80 AVE	137A ST	140 ST
80 AVE	156 ST	168 ST
76 AVE	184 ST	19500 BLK
76 AVE	144 ST	152 ST
76 AVE	75 AVE	128 ST
75A AVE	120 ST	121A ST
75 AVE	121A ST	76 AVE
74 AVE	184 ST	192 ST

74 AVE	KING GEORGE BOULEVARD	140 ST
72A AVE	137 ST	138 ST
70B AVE	132 ST	135 ST
70A AVE	122 ST	124 ST
70 AVE	120 ST	122 ST
70 AVE	136B ST	140 ST
68A AVE	HWY 15	177 ST
68 AVE	120 ST	KING GEORGE BOULEVARD
68 AVE	140 ST	152 ST
68 AVE	177 ST	186 ST
68 AVE	FRASER HWY	196 ST
66 AVE	66A AVE	188 ST
63 AVE	62A AVE	168 ST
62 AVE	164 ST	62A AVE
62 AVE	120 ST	121 ST
60 AVE	184 ST	196 ST
60 AVE	164 ST	HWY 15
60 AVE	124 ST	152 ST
58 AVE	CLOVERDALE BYPASS	182 ST
58 AVE	142 ST	PANORAMA DR
57A AVE	BELL RD	168 ST
57 AVE	175 ST	177B ST
56 AVE	125 ST	136 ST
55 AVE	17800 BLK	180 ST
54A AVE	PANORAMA DR	153A ST
54 AVE	184 ST	188 ST
54 AVE	189A AVE	196 ST
53 AVE	184 ST	185A ST
52 AVE	185A ST	192 ST FG W
36 AVE	190 ST	192 ST
34 AVE	144 ST	KING GEORGE BOULEVARD
32A AVE	147 ST	KING GEORGE BOULEVARD
32 AVE	136A ST	KING GEORGE BOULEVARD
28 AVE	13000 BLK	141 ST
28 AVE	NORTHCREST DR	KING GEORGE BOULEVARD
28 AVE	CROYDON DR	168 ST
28 AVE	184 ST	196 ST
26 AVE	164 ST	HWY 15
24 AVE	124 ST	128 ST
22 AVE	190 ST	19400 BLK
20 AVE	124 ST	KING GEORGE BOULEVARD
20 AVE	CROYDON DR	184 ST

18 AVE	128 ST	130 ST
18 AVE	152 ST	156 ST
17 AVE	128 ST	130 ST
17 AVE	152 ST	156 ST
16 AVE	OCEAN PARK RD	128 ST
14 AVE	160 ST	KING GEORGE BOULEVARD
10 AVE	160 ST	KING GEORGE BOULEVARD
4 AVE	172 ST	HWY 15
1 AVE	HWY 15	177A ST
0 AVE	177A ST	19600 BLK
196 ST	24 AVE	28 AVE
196 ST	32 AVE	36 AVE
196 ST	54 AVE	56 AVE
196 ST	72 AVE	7300 BLK
196 ST	8100 BLK	82A AVE
194A ST	68A AVE	72 AVE
194A ST	72A AVE	7300 BLK
194 ST	3300 BLK	36 AVE
194 ST	64 AVE	68A AVE
194 ST	92 AVE	94 AVE
192 ST	0 AVE	8 AVE
190 ST	22 AVE	28 AVE
190 ST	2900 BLK	36 AVE
189A AVE	52 AVE	54 AVE
189 ST	FRASER HWY	68 AVE
188 ST	52 AVE	7300 BLK
188 ST	7800 BLK	HARVIE RD
186 ST	66A AVE	68 AVE
185A ST	53 AVE	52 AVE
184 ST	0 AVE	8 AVE
184 ST	92 AVE	9400 BLK
182 ST	58 AVE	60 AVE
182 ST	FRASER HWY	72 AVE
180 ST	20 AVE	24 AVE
180 ST	5300 BLK	64 AVE
179 ST	96 AVE	97 AVE
177B ST	HWY 10	60 AVE
177A ST	0 AVE	1 AVE
177A ST	BARNSTON DR E	DALY RD
177 ST	92 AVE	93A AVE
176A ST	HWY 10	60 AVE
176 ST	5400 BLK	58 AVE

173A ST	92 AVE	96 AVE
172 ST	4 AVE	8 AVE
172 ST	21 AVE	24 AVE
172 ST	COUNTRY WOODS DR	32 AVE
172 ST	HWY 10	64 AVE
172 ST	92 AVE	96 AVE
168 ST	BARNSTON DR W	112 AVE
166 ST	63 AVE	64 AVE
164 ST	1600 BLK	20 AVE
164 ST	2200 BLK	32 AVE
164 ST	59 AVE	62 AVE
164 ST	80 AVE	88 AVE
164 ST	92 AVE	96 AVE
164 ST	104 AVE	112 AVE
162 ST	84 AVE	8400 BLK
160 ST	CROYDON DR	24 AVE
160 ST	80 AVE	84 AVE
160 ST	108 AVE	112 AVE
159 ST	FRASER HWY	88 AVE
158 ST	82 AVE	84 AVE
157A ST	110 AVE	108 AVE
157 ST	104 AVE	10500 BLK
156B ST	37A AVE	40 AVE
156A ST	32 AVE	37A AVE
156 ST	16 AVE	24 AVE
156 ST	HWY 10	64 AVE
156 ST	7500 BLK	FRASER HWY
156 ST	108 AVE	112 AVE
154 ST	16 AVE	24 AVE
153A ST	54A AVE	HWY 10
152 ST	112 AVE	11200 BLK
148 ST	55 AVE	HWY 10
148 ST	64 AVE	76 AVE
148 ST	84 AVE	FRASER HWY
148 ST	110 AVE	111A AVE
147 ST	32 AVE	32A AVE
146 ST	102A AVE	104 AVE
144 ST	16 AVE	20 AVE
144 ST	24 AVE	CRESCENT RD
144 ST	108 AVE	110 AVE
142 ST	58 AVE	HYLAND RD
142 ST	103 AVE	104 AVE
140 ST	68 AVE	70 AVE

138A ST	103 AVE	104 AVE
138 ST	94A AVE	96 AVE
138 ST	104 AVE	108 AVE
137A ST	96 AVE	97A AVE
137 ST	71A AVE	74 AVE
137 ST	96 AVE	9700 BLK
136A ST	96 AVE	97A AVE
136A ST	10300 BLK	104 AVE
136 ST	MARINE DR	2100 BLK
136 ST	24 AVE	28 AVE
136 ST	136A ST	CRESCENT RD
136 ST	56 AVE	HWY 10
136 ST	115 AVE	KING RD
136 ST	BENTLEY RD	112 AVE
135A ST	105 AVE	105A AVE
135A ST	106 AVE	108 AVE
134A ST	105 AVE	105A AVE
134 ST	64 AVE	72 AVE
134 ST	76 AVE	78 AVE
134 ST	78A AVE	80 AVE
134 ST	92 AVE	96 AVE
132 ST	24 AVE	CRESCENT RD
132 ST	56 AVE	HWY 10
132 ST	132 ST DIV	111 AVE
132 ST	112 AVE	115 AVE
130 ST	MARINE DR	18 AVE
130 ST	64 AVE	72 AVE
130 ST	HWY 17	116A AVE
129 ST	28 AVE	CRESCENT RD
129 ST	116 AVE	116A AVE
128 ST	56 AVE	HWY 10
128 ST	BRIDGEVIEW DR	114 AVE
126 ST	88 AVE	96 AVE
125A ST	COLEBROOK RD	STATION RD
125A ST	STATION RD	56 AVE
124 ST	20 AVE	24 AVE
124 ST	HWY 10	BOUNDARY DR E
124 ST	BOUNDARY DR N	8400 BLK
124 ST	90 AVE	96 AVE
124 ST	111A AVE	SCOTT RD
124 ST	112 AVE	HWY 17
123A ST	96 AVE	100 AVE
122 ST	70 AVE	121A ST

122 ST	92 AVE	96 AVE
122 ST	103A AVE	104 AVE
122 ST	104 AVE	10500 BLK
121A ST	122 ST	75 AVE
121 ST	62 AVE	68 AVE
121 ST	102 AVE	103A AVE
120 ST	NEW MCLELLAN RD	HWY 10
120A ST	75A AVE	7500 BLK
120A ST	76 AVE	82 AVE
117 ST	RIVER RD	GRACE RD
116 ST	96 AVE	MILLAR RD



## SCHEDULE B - QUOTATION

RFQ Title: **GRASS CUTTING OF ARTERIAL & COLLECTOR ROAD BOULEVARDS**

RFQ No: 1220-040-2017-060

### CONTRACTOR

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

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

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

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

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

### CITY OF SURREY

City Representative: Richard D. Oppelt  
Purchasing Manager  
At the following location:

Address: City of Surrey (New City Hall)  
Finance & Technology Department  
Purchasing Section  
13450 - 104 Ave Surrey BC Canada V3T 1V8

Telephone: 604-590-7292  
Facsimile (Fax): 604-599-0956  
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 the 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 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 web site at [www.surrey.ca](http://www.surrey.ca) see [Standard Certificate of Insurance](#);

- (d) City of Surrey 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)



**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: Base Cutting Schedule of Prices:**

Item #	Class of Work	Estimated Total Sq. M. per Cut <b>(A)</b>	Unit Price per Sq. M. <b>(B)</b>	Cutting Frequency	Estimated No. of Cuts per Term <b>(C)</b>	Total Amount per Term <b>(A x B x C)</b>
1	ARTERIAL ROAD Boulevards	196,500	\$ _____	Bi- Weekly	15	\$ _____
2	COLLECTOR ROAD Boulevards	200,400	\$ _____	Bi Weekly	15	\$ _____
					<b>Sub-Total:</b>	\$ _____
					GST (5%):	\$ _____
<b>TOTAL QUOTATION PRICE with GST:</b>						\$ _____

**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	Boulevards	Weekly	\$

**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		___%

**9. 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:**

10. The Contractor shall maintain work schedules. Mowing of all assigned locations shall be completed on a **14-day (Bi-weekly) schedule beginning the third week of March of each year**, throughout the contract period, or as otherwise specified. The 2017 regular scheduled mowing shall commence on **March 20, 2017**. 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:**

- Boulevards every 2 weeks (Bi-weekly)

**(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 (2017):**

<b>Cut Number</b>	<b>Time Periods: Boulevards,</b>
*Optional	March 6, 2017
1	March 20, 2017
2	April 3, 2017
3	April 17, 2017
4	May 1, 2017
5	May 15, 2017

6	May 29, 2017
7	June 12, 2017
8	June 26, 2017
9	July 10, 2017
10	July 24, 2017,
11	August 7, 2017
12	August 21, 2017
13	September 4, 2017
14	September 18, 2017
15	October 2, 2017
<b>*Optional</b>	October 16, 2017
<b>*Optional</b>	October 30, 2017
<b>*Optional</b>	November 13, 2017

**\*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:**

- Boulevards weekly

SECTION B-4

**Key Personnel & Sub-Contractors:**

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

**Key Personnel**

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

12. 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>

**Contractor's Equipment:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION B-5

**Experience and References:**

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

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

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16. Contractor to 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 2014). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

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17. 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)