



REQUEST FOR QUOTATIONS

Title: OPERATION OF SURREY'S OUTDOOR POOLS

Reference No.: 1220-040-2015-098

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
November 23, 2015

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **December 7, 2015**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2015-098

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

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

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

14. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more

Contractors to perform a portion or portions of the Goods and Services as described in Schedule A. 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. INFORMATION MEETING

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "Information Meeting"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: **November 30, 2015**

Time: **9:30 a.m. to 12:00 p.m. local time**

Location: Newton Recreation Centre
13730 - 72 Avenue Surrey, BC V3W 2P4

Location Start: NEWTON WAVE POOL first
13730 - 72 Avenue Surrey

Then to:
UNWIN PARK POOL
6845-133rd St, Surrey

Then to:
BEAR CREEK POOL
13820-88TH Ave, Surrey

Then to:
GREENAWAY POOL
17901-60th Ave, Surrey

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

Note: No minutes of the information meeting will be provided

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: OPERATION OF SURREY'S OUTDOOR POOLS

Reference No.: 1220-040-2015-098

FOR THE SUPPLY OF GOODS AND SERVICES

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ATTACHMENT 2 – CONTRACTOR HEALTH & SAFETY EXPECTATION – RESPONSIBILITY OF CONTRACTORS

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **OPERATION OF SURREY'S OUTDOOR POOLS**

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

AGREEMENT #1220-040-2015-098

BETWEEN:

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

AND:

(*Insert Full Legal Name and Address of Contractor*)

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Department Representative" means; means the Newton CRS Manager, or designate, who shall represent the City of Surrey for the purposes of this Contract, or such other person who may subsequently be appointed in writing by the Department Representative and so notified to the Contractor;
- (f) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (g) "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;
- (h) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (i) "Indemnitees" has the meaning described in Section 11.2;

- (j) "RFQ" means the Request for Quotations;
- (k) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (l) "Term" has the meaning described in Section 3.1; and
- (m) "Year of the Term" as used herein shall mean each twelve-month period commencing on (March 31, 2016).

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Addenda (if any);
 - (c) the RFQ; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods & Scope of Services;
Schedule A1 – Outdoor Pool Operations;
Schedule A2 – Start-Up Procedures;
Schedule A3 – Shut-Down Procedures; and
Schedule B – Quotation.

Attachment 1 – Prime Contractor Designation – Letter of Understanding
Attachment 2 – Contractor Health & Safety Expectation – Responsibility of Contractors

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

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

2.6. Changes

The City may make changes in the Work, including without limitation the decommissioning of any of the Pool Facilities at any time during the Term of the Agreement. Where any of the Pool Facilities are decommissioned at any time during the Term of the Agreement, the parties agree that the total compensation payable by the City to the Contractor shall be reduced by the rate per pool per day plus GST as per Schedule B, Table X. For any other changes in the Work other than the decommissioning of the Pool Facilities at any time during the Term of the Agreement, which results in an increase or decrease in the amount of work to be completed by the Contractor, the parties agree to negotiate a change in remuneration which must be confirmed in writing to the City.

2.7. Extra Work

- (a) At any time during the term of this Agreement, the Department Representative may, by written order, direct the Contractor to perform work which is in addition to the work required by this Agreement. Such work is referred to herein as "Extra Work" and may include the provisions of labour, equipment and materials, or any combination thereof. The Department Representative shall order Extra Work only when it is, in the City's Representative opinion, necessary for the proper completion of this Agreement, or to assist employees of the City or its agents or contractors with regard to work which is required at the Pool Facilities. The Contractor agrees that it will perform Extra Work as and when directed by the Department Representative;
- (b) The Contractor shall be paid for Extra Work at an amount to be agreed upon between the parties. Failing agreement, then the parties shall refer the matter to an arbitrator pursuant to Paragraph C. 6. Extra Work will be paid for on separate invoices substantiated by approved field reports;
- (c) If the Contractor wishes to subcontract any Extra Work, it shall make special application to the City's Representative for approval to subcontract and for approval of the subcontractor proposed; and
- (d) The City's Representative may, at his unfettered option, also direct another contractor to perform the Extra Work.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on March 31, 2016 and terminating on March 30, 2018 (the "Term").

3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) one-year

renewal terms. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.]

4. TIME

4.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in Schedule B or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

5. FEES AND DISBURSEMENTS

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

Financial Year 2016

Contract Services: \$_____ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in six (6) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

Financial Year 2017

Contract Services: \$_____ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in six (6) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

Financial Year 2018

Contract Services: \$_____ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in six (6) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

OPTIONAL YEARS 2019 TO 2020

Financial Year 2019: \$_____ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in six (6) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

Financial Year 2020: \$_____ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in six (6) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

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

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

All amounts are in Canadian funds.

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

5.2 Early Opening/Late Closing Fees Adjustment

The Contractor to invoice the City at the Rate Per Pool Per Day as per Fees set out in Schedule B. The City shall not be liable for any costs of operation of the Pool Facilities past the Labour Day weekend unless such operation has been agreed to in advance of the period of continued operation.

5.3 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.

5.4 The parties agree that all fees as set out in this Agreement will remain in force for a period of [*state number of months*] () 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 (the "Invoice") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month, and including the following information.:

- (a) An invoice number;
- (b) Contractor's name, address and telephone number'
- (c) the City's purchase order number;
- (d) taxes (if any); and
- (e) grand total of the invoice.

6.2 The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

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

6.3 if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pat the portion of an invoice which the City determines is payable at any time after receipt of the invoice.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

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

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

6.6 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 provide the Goods and perform the Services.

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

8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

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

11. WARRANTIES

11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be

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

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner

and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operator's liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

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

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

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

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

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

13. CITY RESPONSIBILITIES

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

the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

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

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

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

provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

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

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

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

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

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

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

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

17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation.

Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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: +1-604-685-3555
Fax: +1-604-605-8231
Email: cst19@livingstonintl.com"

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

21. COMPLIANCE

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

23. WAIVER

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

24. GRANT OF LICENSE

The City grants to the Contractor a license to enter and be upon the lands adjacent and part and parcel of the Pool Facilities during the Term to open, operate, maintain and close the Pool Facilities in accordance with this Agreement.

24.1 Performance Security

- (a) Before the Agreement takes effect, the Contractor shall at its sole expense furnish to the City, security in the form of a letter of credit or bank draft in the amount of SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS (the "Security") in the form satisfactory to the City as a guarantee for the due and faithful performance of this Agreement by Contractor;
- (b) The City may draw on the Security to carry out the duties obligations and responsibilities of the Contractor under this Agreement if such is not completed to the

City's satisfaction in accordance with the terms of this Agreement after a determination has been made in accordance with the terms of this Agreement;

- (c) The City shall not be responsible nor shall it pay to the Contractor any interest on the Security; and
- (d) The City may draw down on the Security required to remedy any breach of this Agreement and any damages resulting as a result of said breach of this Agreement by the Contractor, however, such amount shall not be considered to be liquidated damages and the Contractor shall be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Agreement.

25. APPLICABLE LAW

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

26. NOTICES

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

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

27. MERGER AND SURVIVAL

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

28. ENTIRE AGREEMENT

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

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

29. SIGNATURE

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

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

30. FUEL EMISSIONS DATA

30.1 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.html>). The City is also committed to reducing corporate greenhouse gas (GHG) emissions by 20% by 2020.

30.2 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.

30.3 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.

30.4 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:

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

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

31. NON ROAD DIESEL ENGINE EMISSION REGULATION

If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

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

Other important information:

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

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

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

32. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

< NAME OF CONTRACTOR >

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2015-098

Project Title and Site Location: **Operation of Surrey's Outdoor Pools**

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 2
CONTRACTOR HEALTH & SAFETY EXPECTATIONS
RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS – City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

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

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

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

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

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

A. INTENT

The intent of the Agreement to which this Schedule will be attached, is to provide for the operation and maintenance of the outdoor pools as outlined herein. The services are to be performed in a substantial, complete and professional manner in accordance with Public Aquatic Operation industry standards, all as required by and in strict conformity with current Health Regulations under the *BC Health Act*.

B. SCOPE OF SERVICES

1. Conduct and Professionalism

- (a) The services under this Agreement, and all duties incidental or necessary thereto, should be conducted and performed continuously, diligently and competently and in accordance with professional standards of conduct and performance; and
- (b) The Contractor and its agents and employees should at all times be properly attired and should be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public.

2. Smoking Policy

A "No Smoking Policy" within any City building and within the fenced areas of the outdoor pools will be enforced.

3. Safety

- (a) The Contractor should be responsible for the safety of all employees and equipment of the project in accordance with all applicable safety regulations; and
- (b) Incidents, altercations or accidents involving facility visitors, the Contractor, employees or City employees to be reported to the City's Representative on standardized Incident and Accident Report Forms in a timely manner but in no case more than one (1) week for minor incidents, or more than twenty-four (24) hours for major incidents.

4. General Information

The Pool Facilities will be maintained in a first rate manner from opening until winterization and sign-off to the City adhering to the suggested minimum maintenance requirements for the Start-up and Shut-down Procedures as attached to this Schedule.

5. Duties of Contractor

The Contractor should do and perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient operation and maintenance of the Pool Facilities to enable the Pool Facilities to operate as recreational

public swimming facilities during the Term (subject only to Force Majeure which means any temporary event or cause beyond the control of the Contractor which prevents the Pool Facilities from being operated in the manner contemplated herein such as, but not limited to, acts of God or of the public enemy, fire, flood, storm, explosion, earthquake, riots, wars, hostilities, civil commotion, strikes and labour disputes). Without limiting the foregoing the Contractor's duties include the following:

- (a) Operation and maintenance of all aspects of the Pool Facilities and the making of all day-to-day decisions in connection therewith, except as otherwise provided herein;
- (b) Entering into all contracts necessary or desirable for the opening, operation and maintenance and closing of the Pool Facilities, solely on behalf of Contractor;
- (c) Keeping of all records, statistics and accounts in respect of the opening, operation and maintenance of the Pool Facilities in accordance with generally accepted accounting principles, consistently applied;
- (d) Doing all things necessary to provide adequate security for the physical protection of the Pool Facilities;
- (e) The City of Surrey is committed to providing a safe environment for children and youth. The Contractor, Contractors staff and Contractors volunteers are to undergo a Police Information Check/Vulnerable Sector Check. Any associated costs will be the responsibility of the Contractor. The Contractor will be responsible to ensure that all sub-trades have the same contractual obligations including criminal record compliance for their employees. The Contractor must keep copies of the Police Information Check/Vulnerable Sector Check and be prepared to provide access to the records if requested by the City;
- (f) Furnish all labour, supervision, transportation, utilities, supplies, chemicals and other required services as needed to fully open, operate, maintain and winterize the Pool Facilities;
- (g) Repair any damage and correct any potential hazard, existing at or involving any of the Pool Facilities;
- (h) Remove or remedy any hazardous conditions immediately;
- (i) Complete all other work related to the opening, operation, maintenance and closing of the Pool Facilities in accordance with the guidelines set out in Schedule "C" attached hereto; and
- (j) Maintaining the Pool Facilities in excellent repair in accordance with health and industry standards;
- (k) Maintaining all equipment and putting in place a preventative maintenance plan and service check list prior to opening for the duration of this Agreement. The Contractor will submit these plans to the City's Representative for approval;

- (l) Turning over all equipment in a clean, maintained, operable and safe manner upon termination of this Agreement. The Contractor will also provide all backup material and maintenance records for all equipment in the Pool Facilities;
- (m) Permitting the City to inspect the Pool Facilities, including but not limited to, all mechanical equipment and maintenance records as needed;
- (n) The Contractor covenants and agrees to comply with the City's Parks, Recreation and Culture Department Graphic Standard guidelines and incorporate these guidelines when producing marketing materials representing City Services. The Contractor's logo may be visible on marketing and communications, but should be secondary to the City's standards and be limited to a logo placed in the footer bar as defined in the guidelines. The Manager of Marketing and Communications will be an available resource for determining discretionary practices in regard to graphic standards matters. The Contractor will also refer to the Parks, Recreation and Culture Department press release guidelines in regard to communications issues such as announcements or press releases; and
- (o) The Contractor agrees to support and implement all relevant policies of the Parks, Recreation and Culture Department, provided that they do not materially reduce the compensation payable by the City to the Contractor.

6. Permits & Regulations

The Contractor to apply and pay for all necessary permits or licenses required for the execution of the Agreement and should give all necessary notices and pay fees required by law and comply with all laws, ordinances, rules and regulations relative to the work and to the preservation of the public health

7. Work Schedule

- (a) The Contractor should provide a schedule to the City's Representative for their approval, for the use of the Pools Facilities. In no case will the public scheduling vary unless authorized in writing by City's Representative; and
- (b) The Contractor shall provide a schedule which states dates, days and times each of the Pool Facilities will be required, in order to start preparation, and to what date the Pool Facilities will be required in order to properly winterize.

8. Maintenance, Equipment, Capital Works & Capital Improvement

- (a) The Contractor to be responsible for all equipment related to the successful operation of each of the Pool Facilities;
- (b) The Contractor should be liable to pay the City the cost of maintenance, repair or replacement made necessary as a result of loss or damage to the Pool Facilities, plant, equipment, or chattels caused deliberately or recklessly by the Contractor's staff or agents; and

- (c) The Contractor should advise how they will increase the number of play items and equipment to be available at the Pool Facilities for public sessions and swim lessons.
- (d) For the purposes of this Agreement Mechanical Work will be defined as items which require more than ONE THOUSAND (\$1,000.00) DOLLARS plus GST, to repair, including labour and materials and excluding painting; and
- (e) The Contractor would be expected to pay the City the first \$1,000.00 plus GST, of each capital expenditure to a maximum of \$8,000.00 (8 occurrences); and
- (f) The Contractor should receive authorization from a Department Representative prior to proceeding with any capital work in excess of ONE THOUSAND (\$1,000.00) DOLLARS plus GST, which the City consents to pay for. The Contractor will be given a contact list of City employees for emergency approval by the City.
- (g) The Contractor will provide and pay for a **capital improvement** as approved by the City in the minimum amount of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS plus GST, at a minimum of two (2) of the Pool Facilities, prior to the expiration of the Term.

9. General Cleaning Procedures

The Contractor should maintain the named Pool Facilities in a clean and sanitary condition.

10. Litter Control

The City is responsible for litter control within the fenced grassy areas at Bear Creek Pool and Hjorth Road Park Pool and is responsible for landscaping and litter control of surrounding areas for the remaining outdoor pools. The Contractor is responsible for litter controls within a 20 foot radius at all the named pools and park litter outside the pools, deemed to be from pool users.

11. Waste Sites

- (a) The Contractor to select its own site(s) for disposal of debris, trash and unsuitable materials collected under the conditions of this Agreement. In no case should debris, trash, and unsuitable materials be disposed of at the Pool Facilities or on any properties adjacent thereto. The Contractor is solely and alone responsible for any and all damages done or regulations violated in the disposal of waste material and for any other actions which the Contractor performs;
- (b) The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with them and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur; and

- (c) The Contractor should be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City by-laws, the *Waste Management Act* and any other applicable acts and regulations in respect to air, earth and water pollutants.

11. Sunny Weather Capacity

Pool Operational Capacity during sunny weather:

- Bear Creek Pool and Hjorth Road Pool will be operated with 150 to 200 swimmers per session, when sunny weather dictates participation.
- Greenway, Holly Park, Kwantlen, Sunnyside, Unwin and Port Kells will be operated with 100 to 110 swimmers per session when sunny weather dictates participation.

C. FACILITY PREPARATION

The Contractor agrees that opening and preparation of the Pool Facilities will be completed in accordance with the following procedures and requirements:

1. Painting

- (a) Pool Tank - Seven (7) pools require the pool tanks to be power washed, ground, and painted. Holly Park Pool requires power washing only and tank paint touch up.

2. Mechanical

- (a) Filtration, Disinfecting and Pumps - Maintained in accordance with approved Equipment or Industry Specifications; and
- (b) Plumbing and Heating - Maintained and serviced to provide excellent service by certified tradespersons; and the proponent should submit a list of their certified trades people; in addition provide boiler / heater flue analysis for start up / mid season and end of the year. Pump motors must have a pre-season amp report with repair if needed.
- (c) A mechanical log book will be developed for each Pool Facility. Any maintenance and/or repair work done to the mechanical structures and fixtures will be recorded. These log books will remain at the Pool Facility and then submitted to the City by September 30th each year during the Term.
- (d) Prior to the opening dates, the back flow assemblies for each of the Pool Facilities will be tested and certified and appropriate paperwork sent to the City's Building Department for each assembly.
- (e) The Contractor will employ staff who will understand and can maximize mechanical operations.

D. FACILITY OPERATION

1. Water Quality

- (a) The temperature will be at least 80 degrees F; and not above temperature stated in the current Health Act;
- (b) The clarity of water will be at a level that meets the current *BC Health Act*;
- (c) Free available chlorine levels are to be kept at a minimum of 1.5 ppm during operational hours;
- (d) Ph of pool water is to be kept at a range of 7.2 – 7.8 during operational hours;
- (e) Pool alkalinity and calcium hardness to be maintained with the ranges 80-120ppm and 180-230ppm respectively;
- (f) The Contractor should maintain records of pool chemistry tests and adjustments, taken every 2 hours during operation, and to make these records available to the City upon request; and
- (g) The Contractor to implement procedures to deal with fouled pool water, equivalent to those procedures of the City.

2. Emergency and Evacuation Procedures

- (a) The Contractor should include their procedures and action plans identifying emergency and evacuation procedures prior to the commencement of the Agreement. The City's Representative to be informed if any subsequent changes to the procedures are made;
- (b) The procedures may be implemented when any of the following incidents occur:
 - (i) Smoke or Fire or Alarm Sounds;
 - (ii) Power Failure;
 - (iii) Lightning;
 - (iv) Toxic Chemical leaks;
 - (v) Death or Injury;
 - (vi) Lost Person;
 - (vii) Violent incidents, altercations, accidents & threats; and
 - (viii) Other Situations where the public or staff's health is at risk.
- (c) The Contractor should provide trained and competent staff and provide a list of their training requirements;
- (d) The Contractor should advise how they will make suitable arrangements or ensure that the public are made aware of general safety precautions required at the various locations and the action they are required to take in the event of accident or other

emergency and that staff are kept fully informed of all procedures in existence for ensuring the safety of themselves and the users of the Pool Facilities; and

- (e) The Contractor and the City will provide a list of contacts to each other for emergency situations.

3. Signage

- (a) The Contractor should include a list of recommended signage for Pool Facility schedules and emergency and operational procedures which are to be posted in a professional and semi-permanent manner and updated and upgraded by the Contractor prior to May 1st of each year of the Term; and
- (b) The Rules & Regulation Signs pursuant to the current *BC Health Act*, are to be updated and upgraded by the Proponent prior to May 1st of the operating season.

4. Appearance

The Contractor should advise how they will ensure the site and staffs are displaying a positive public image at all times.

5. Security

The Contractor should advise and recommend a security program including associated costs aimed to reduce vandalism and property damage to the facilities over the outdoor pool operating season.

6. Telephone & Utility Costs

- (a) All charges for telephone and utilities, under the terms of this Agreement, shall be paid by the Contractor to the City on demand and may be deducted by the City from any monies due or to become due to the Contractor under this Agreement and may be recovered by the City from the Contractor or his surety. The City will invoice the Contractor on or before November 30th in each year of the Term;
- (b) The Contractor is responsible for providing phones for Pool Facilities, and will pay for all phone charges, including without limitation hook up, disconnection fees and long distance. The Contractor may at its option continue to use the City phone system and reimburse the City for all associated charges
- (c) Telephone and utility costs will be the responsibility of the Contractor. For an example, associated costs over the past few years were:

| | | | | | |
|------------|-------|---------|--------|-------|----------|
| Telephone: | 2011: | \$6,895 | Hydro: | 2011: | \$12,896 |
| | 2012: | \$7,174 | | 2012: | \$14,907 |
| | 2013: | \$7,425 | | 2013: | \$13,477 |
| | 2014: | \$7,536 | | 2014: | \$16,135 |
| | 2015: | \$6,770 | | 2015: | \$18,135 |

(taxes included)

7. Natural Gas

The Contractor will be responsible for paying all Natural Gas charges directly to the provider for each year of the term.

Historical Information for the last six years:

| Year | GJ used | Total Cost * | Tax Type Included |
|----------------|----------------|-------------------------------------|--------------------------|
| 2015 | 6,628.0 | \$ 58,358.60 | GST |
| 2014 | 7,156.6 | \$ 76,995.29 | GST |
| 2013 | 6,841.6 | \$ 62,610.87 | GST |
| 2012 | 8,946.2 | \$ 71,925.75 | GST/HST |
| 2011 | 9,114.9 | \$ 96,049.28 | HST |
| AVERAGE | 7739.96 | \$73,187.96 *tax included | |

The above consumption volumes were for the 8 Pool Facilities. The annual usage data is for reference purposes only and is no guarantee of the Pool Facilities future requirements.

The City will reimburse the Contractor for natural gas fee increases that rise above 10% of the benchmark (rolling average of the last five years) and the Contractor will be required to reimburse the City for natural gas fee decreases more than 10% of the benchmark (rolling average of the last five years). Any adjustments would be based on the figures provided by the City’s finance department. The Contractor will be responsible for any increases due to increased consumption.

8. Capital Improvements

The Contractor will provide and pay for capital improvements agreed to by the City, at a minimum two (2) of the Pool Facilities.

9. Leisure Access Program

The Contractor to subsidize the Leisure Access Program per season. The documentation verifying all Leisure Access registrations are to be provided in the form of receipts.

Receipt documentation should include:

- LAP number
- Signature by a parent or guardian for minor’s registration (note: if registration by phone, therefore no signature).
- Confirmation of Surrey residency.

Listing of registrants by Pool Facility should include date, name, Valid LAP#, 100% Cost, 25% Cost, and invoiced subsidy of 75% Cost and receipt number.

The Contractor will be compensated for subsidies but will pay the first \$8,000 (exclude GST).

10. Pool Toy Purchases

The Contractor to subsidize new pool toys each year of the Agreement up to maximum of \$2,000 per year.

11. Lost Property

The Contractor should advise the process and procedures to maintain a lost and found at each of the Pool Facilities.

12. Report

- (a) The Contractor should advise how they will provide a comprehensive final report including, but not limited to, safety, lessons, guarding, customer service, facility review, improvements required and/or recommended and proof of staff and contractors being paid.
- (b) On or before September 30th of each year during the Term, the Contractor will report the number of individuals and/or families who qualified for the Leisure Access Program and participated in lessons and the total value of lessons provided; and

E. PROGRAMMING

1. Lessons

Children, Youth & Adult Learn to Swim Lesson

- (a) The Contractor should advise what age-level swim lessons they would provide to compliment the City's existing programs; and
- (b) The Contractor should advise how they will be responsible for all registration; and
- (c) The Contractor should advise how they will provide access to low income families; and as well, meet the needs of our ethno diverse public; and
- (d) The Contractor should submit each season, a summary of registrations including names, addresses and phone numbers, which may be shared by the City; and
- (e) The Contractor should advise the level of staff certification required for lesson Instructors.

Advanced Leadership

The Contractor will not offer, register or otherwise engage in the programming of Aquatic Leadership courses at any of the City's 8 outdoor Pool Facilities listed in the RFQ. The City of Surrey holds the exclusive rights to offer Advanced Aquatic courses at any and all City owned aquatic facilities. The courses include, but not limited to the following:

- (a) Lifesaving Instructor Re-cert
- (b) National Lifeguard Service
- (c) NLS Precertification
- (d) NLS Recertification
- (e) NLS Waterpark- Re-cert
- (f) NLS Waterpark Option
- (g) Water Safety Instructor
- (h) Water Safety Instructor Re-cert
- (i) Lifesaving Star/Medallion/Cross
- (j) First Aid/CPR programs
- (k) Fitness Instruction
- (l) Pool Operations

The Pool Facilities listed in this RFQ may be subject to the City offering the following programs based on demand by the Surrey community. The City will provide marketing, registration, staffing, insurance and all associated costs with the delivery of the above mentioned programs. The Contractor should not realize any revenue from the City to offer these courses. The City may offer Aquatic Leadership during the time that the Outdoor Pools are open to the public. The City will not reimburse the Contractor any remuneration for the use of the aquatic facility. All public inquiries or concerns regarding Aquatic Leadership courses will be communicated through the City's Department Representative or designate.

2. Lifeguarding

- (a) The Contractor should advise how they will provide professional lifeguarding services for Outdoor Aquatics as indicated in the schedules. This will include lifeguarding of swim clubs, public swimming pool rentals and School Board sessions. School Board use - rental allocation will be coordinated by the Contractor;
- (b) No admission fee to be charged to enter the pools;
- (c) The Contractor should set fees in accordance with the City of Surrey's current Fees and Charges schedule for learn to swim lesson;
- (d) All Lifeguards to maintain a current NL (National Lifeguard award), C.P.R. C / AED certificate plus WSI (Red Cross Water Safety Instructor award);
- (e) The ratio of lifeguards to participants must always be with in accordance of current Provincial Regulations to ensure the same level of care for swimmers as the City of Surrey's Indoor Pools; and
- (f) The Contractor should advise on each pool's operational capacity and devise a plan for hot weather, where there will be short term increases in participation

3. Administration

- (a) The Contractor should advise how they will work with the City's Representative to ensure a successful preparation, operation and transfer of responsibilities back to the City upon completion of this Agreement;

- (b) The Contractor should also advise how they will work with the City's Representative to ensure amicable and informative communication on a regular weekly basis;
- (c) The Contractor should advise how they will be responsible in complying and maintaining all current BC Health Act regulations in regards to pool operations; and
- (d) The Contractor to agree to allow access to the Department Representative and delegates at any time.

F. SHUT DOWN

- 1. The Contractor should be responsible for winterizing all equipment and piping, and sign off on the Pool Facilities that are in as good, or better condition than they were accepted; and
- 2. The Contractor should adhere to the closing procedures as determined by the City and will be subject to an inspection three (3) to four (4) weeks following the closure of the pool facilities for the season. These inspections will be conducted with a representative of the Contractor and the City. Any deficiencies not completed within the designated time frame will be subject of a ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS, plus GST, penalty.
- 3. The Contractor will be responsible for replacement of frost-damaged infrastructure if damage is caused by lack of winterizing.

G. EXTERNAL RELATIONSHIPS

Contractors will be expected to indicate in their proposals not only how they will comply with Fraser Health, but also what processes the Contractor will implement to build a positive relationship with Fraser Health and any other regulatory agencies including, but not limited to Lifesaving Society & Red Cross.

H. ADDITIONAL INFORMATION

- 1. All office supplies and furniture, locks, all signage (permanent and seasonal), ring buoys, reaching poles, pool vacuums, pool vacuum heads and poles, all mechanical equipment including Chlorine booster pumps is the responsibility of the Contractor.

Play equipment, mats, toys, lifejackets, kickboards, etc., and any required equipment not listed above are to be provided by the contractor.
- 2. Participation numbers are included as follows:

City of Surrey Outdoor Pools – Summary of Participation, 2011-2014

| YEAR | LESSON PARTICIPATION | PUBLIC SWIM PARTICIPATION | SWIM CLUB PARTICIPATION | TOTAL |
|-------------|-----------------------------|----------------------------------|--------------------------------|----------------|
| 2011 | 4,366 | 132,155 | 10,914 | 147,435 |

| | | | | |
|-------------|--------------|----------------|---------------|----------------|
| 2012 | 4,903 | 143,253 | 15,016 | 163,172 |
| 2013 | 5,266 | 144,956 | 11,969 | 162,191 |
| 2014 | 5,515 | 156,289 | 12,999 | 174,803 |

3. The City seeks to provide a quality, accessible Learn-to-Swim programs for all residents. Offering lessons at neighbourhood outdoor pools encourages lesson participation and is not seen as competitive or redundant with Indoor Pool offerings, but rather as complementing existing programs to provide a complete Aquatic lesson package. Where pools are not currently offering a full complement of lessons, a business decision has been made by the contractor based on low demand for services in that neighbourhood.
4. Currently, the operator recognizes the City's Leisure Access Program that applies to pre-school and child level learn-to-swim participants. This program allows for participants to pay 25% of the fee for applicable courses.
5. **Mechanical Works:** Schedule A – indicates the Contractor would pay the City the first One Thousand (\$1,000) Dollars plus GST of each capital expenditure to a maximum of Eight Thousand (\$8,000) Dollars plus GST (8 occurrences).

Capital Improvements: Schedule A – Services refers to two (2) One Thousand Five Hundred (\$1,500) Dollars plus GST capital improvements per year.

Both of these apply:

Mechanical Works: Schedule A – Services refers to necessary capital expenditures, which may occur throughout operation, such as mechanical repairs.

Capital Improvements: Schedule A – Services refers to contractually obligated improvements to existing buildings or equipment.

6. The Contractor is responsible to provide security services during the operating season and will be required to assume financial responsibility for the alarm monitoring program. Current alarm monitoring cost is approximately \$1,600.00 per quarter plus GST. This may include alarms, patrols, or other security measures. The City does not have a security program in place for parks; however, patrols are conducted by RCMP and City By-law officers. In addition, parks personnel perform duties in these areas, and are in a position to report suspicious activity to the RCMP where warranted.
7. Greenaway, Holly, Sunnyside, Unwin are connected directly to sanitary sewer via a gravity drain.
Hjorth Road – pre-season and preparation water from pool is pumped to the sanitary sewer.
Kwantlen – portable pump is required to pump the last 2 – 3 feet of pre-season and preparation water to sanitary sewer manhole located on the south side of pool fence.
Bear Creek – portable pump is required to pump the last 4 –5 feet of pre-season and preparation water to sanitary sewer manhole located on west side of pool building.

Port Kells – portable pump is required to pump all pre-season and preparation water to disposal system manhole located on the north side of pool fence. The disposal system is rated for 8000 GPM/24 hours.

8. Chemical costs are paid by the contractor and information is not available for release.
9. Details of chemical delivery are the contractor's responsibility.
10. Emergency Procedure planning is the responsibility of the contractor for chemical leaks/spills & potential releases.
11. Staff training and education are the responsibility of the contractor.
12. The contractor is responsible for maintaining all applicable procedures and training.
13. All of the pools use Sodium Hypochlorite as disinfecting agent.
14. Bear Creek & Hjorth Road pools share the same design. Sunnyside, Unwin & Holly pools share the same design. Greenaway, Port Kells & Kwantlen share the same design.
15. City of Surrey Outdoor Pool Fixed Assets are the property of the City, see table below.

| | |
|--------------------------------|----------------------|
| Domestic Shower Hot Water Tank | 8 |
| Pool Boiler | 8 |
| Lifeguard Chairs | 13 |
| Lockers | 10 large 44 small |
| Desks | 8 |
| Office Chairs | 8 |

SCHEDULE A1

A. OUTDOOR POOL LOCATIONS

- 1) Bear Creek Pool : 13820-88th Avenue
- 2) Port Kells Outdoor Pool : 19340-88th Avenue
- 3) Greenaway Outdoor Pool : 17901-60th Avenue
- 4) Hjorth Road Park Pool : 10277-148th Street
- 5) Holly Park Pool : 10662-148th Street
- 6) Kwantlen Park Pool : 13035-104th Avenue
- 7) Sunnyside Outdoor Pool : 15455-26th Avenue
- 8) Unwin Park Pool : 6845-133rd Street

B. DATES OF OPERATIONS

| YEAR 2016 | Dates | Days |
|------------------|-----------------------|-------------|
| Bear Creek Pool | May 15 – September 5 | 113 |
| Sunnyside Pool | May 15 – September 5 | 113 |
| Greenaway Pool | May 15 – September 5 | 113 |
| Hjorth Road Pool | June 29 – September 5 | 69 |
| Holly Pool | June 29 – September 5 | 69 |
| Kwantlen Pool | June 29 – September 5 | 69 |
| Port Kells Pool | June 29 – September 5 | 69 |
| Unwin Pool | June 29 – September 5 | 69 |

***School out June 24.**

***includes Labour Day operation**

YEAR 2017

| | | |
|------------------|-----------------------|-----|
| Bear Creek Pool | May 15 – September 4 | 113 |
| Sunnyside Pool | May 15 – September 4 | 113 |
| Greenaway Pool | May 15 – September 4 | 113 |
| Hjorth Road Pool | July 01 – September 4 | 66 |
| Holly Pool | July 01 – September 4 | 66 |
| Kwantlen Pool | July 01 – September 4 | 66 |
| Port Kells Pool | July 01 – September 4 | 66 |
| Unwin Pool | July 01 – September 4 | 66 |

***School out June 30**

***includes Labour Day operation**

YEAR 2018

| | | |
|------------------|-----------------------|-----|
| Bear Creek Pool | May 14 – September 3 | 113 |
| Sunnyside Pool | May 14 – September 3 | 113 |
| Greenaway Pool | May 14 – September 3 | 113 |
| Hjorth Road Pool | June 30 – September 3 | 66 |
| Holly Pool | June 30 – September 3 | 66 |
| Kwantlen Pool | June 30 – September 3 | 66 |
| Port Kells Pool | June 30 – September 3 | 66 |
| Unwin Pool | June 30 – September 3 | 66 |

***School out June 29**

***includes Labour Day operation**

Numbers of days listed above are approximate for budget purposes only. Annual schedules will be confirmed by the Department Representative.

SCHEDULE A2

START-UP PROCEDURES – OUTDOOR POOLS

- 1. Filters – Sand**
 - a) New filters with inspection hatches - Open hatch and view sand, level and clean off accumulated debris (paint chips etc.)
 - b) On older filters with multi-valve on top – not opened annually as the valves are old and may not go back in place.
 - c) Put drain plugs back in tanks

- 2. Filters - DE**
 - a) Inspect all elements and bags for wear or tears
 - b) Check out operation of safety valves (high pressure and high and low levels)
 - c) Check out all valves, tank drain, gutter, main drain, precoat by-pass

- 3. Pumps**
 - (a) Check bearings for lubrication, grease those with grease nipples annually
 - (b) Check pumps for unusual noise
 - (c) check that bearings are cool when running
 - (d) check for mechanical seal leakage
 - (e) clean strainer
 - (f) Put drain plugs back in
 - (g) Pump out surge tank and check float assembly

- 4. Hair/Lint Strainer**
 - a) Check lid for corrosive, wire brush if necessary
 - b) Check sealing rings for wear, replace if necessary
 - c) Replace drain plug

- 5. Valves**
 - a) Check all filter control valves for ease of movement

- 6. Flow Gauge**
 - a) Remove sending unit and remove debris make sure it is free wheeling

- 7. Boilers**
 - a) Remove stack
 - b) Remove top cover
 - c) Clean out with compressed air and vacuum every year and descale every two (2) years
 - d) Check heat exchanger for corrosion and build up. De-scale as needed.
 - e) Remove burner unit and clean, replace
 - f) Check pilot light and transformer
 - g) Check flow switch and paddles in water flow
 - h) Check all safety switches

8. Domestic Hot Water System

- a) Lubricate circulating pump
- b) Close all drain valves
- c) Fill and check circulation
- d) Check pilot light unit
- e) Check burner and gas valve

9. Chlorine Pump

- a) Replace discharge tubing in pump
- b) Lubricate drive unit
- c) Clean motor area

10. Back Flow Preventer

- a) Test, certify and forward test reports to City Hall Plumbing Division

11. Pool Basin

- a) Power wash
- b) Grind any rough areas, feather edges
- c) Check – main drain, and hydro-static relief valve
- d) Check – inlets
- e) Paint basin and lines or pattern
- f) Paint on depth markings, shallow and deep water

12. Gutters

- a) Clean out gutters trough
- b) Check and install gutters

13. Signs

- a) Install all signs - Rules, Schedules, Showers, etc.
- b) Install netting on diving boards

14. Washrooms/Change Rooms/Guar Rooms

- a) Sinks - install plugs and taps – check that they are working
- b) Toilets - put covers on flush valves, test flush
- c) Soap dispensers – fill and check, repair if required
- d) Paper dispenser – fill and check, repair oif required
- e) Showers – ensure they are working and adequate water flow
- f) Install drinking fountain, repair leaks
- g) Mirrors
- h) Check, repair, replace and re-groat tile
- i) Mirrors replace as needed
- j) Cubicle locking mechanisms and hardware check and replace as needed.

15. After filling Pool

- a) Start circulating pump and circulate pool water, check flow, and tank pressures, take amp readings of main pool pump

b) Fire boiler and check operation:

- Differential water temperatures
- Check flame pattern and colour
- Check gas metre for BTU production
- Check operation of all safety controls

c) Gas fired appliances, check operation of all safety controls and clock gas meter

d) Turn on chlorine pump

e) Test water

f) Adjust – alkalinity, hardness, pH, and chlorine

g) Vacuum pool

h) Check exhaust fan, maintain for season

16. Exterior Buildings

a) Clean rain gutter

b) Ensure proper signage is posted

c) Any structural or areas of concern are reported to Facilities Maintenance

**SCHEDULE A3
SHUT-DOWN PROCEDURES - OUTDOOR POOLS**

- 1. Filters – Sand**
 - a) New filters with inspection hatches - leave hatch loose but not open (mice get in otherwise)
 - b) On older filters with multi-valve on top - leave closed due to age of valve
 - c) Remove drain plugs back in tanks

- 2. Filters - DE**
 - a) Drain tank and clean elements
 - b) Leave all valves partially open

- 3. Pumps**
 - a) Remove drain plugs

- 4. Hair/Lint Strainer**
 - a) Remove lid
 - b) Remove drain plug – antifreeze if it does not completely drain

- 5. Valves**
 - a) Partially open all valve (especially ball valves)

- 6. Boilers**
 - a) Remove drain plugs
 - b) Turn off gas at gas meter and at boiler
 - c) Partially open all valve (especially ball valves)
 - d) Remove end manifolds on boilers to drain heat exchangers
 - e) Drain all external heat exchangers (Bear Creek and Hjorth Pools)

- 7. Domestic Water System**
 - a) Winterize all domestic water lines
 - b) Partially open all valve (especially ball valves)
 - c) Open drain valves
 - d) Shut off gas line

- 8. Chlorine Pump**
 - a) Remove pump – for rebuild over winter
 - b) Drain lines

9. Back Flow Preventers

- a) Loosen and rotate to drain. Remove and store in warm environment if water can't be thoroughly removed from assemblies

10. Pool Basin

- a) Drain or leave filled depending on potential of frost heave

11. Gutters

- a) Remove and store in change rooms in numbered order

12. Signs

- a) Remove signs
- b) Install – winter signs

13. Washrooms/Change Rooms/Guard Rooms

- a) Sinks - remove plugs and taps, anti freeze in traps
- b) Toilets - remove covers on flush valves, put anti-freeze in bowl from flush units to bowls
- c) Soap dispensers – empty and clean
- d) Paper dispenser – remove paper

15. Storage Rooms, Staff Areas

- (a) remove garbage and food products from facility,
- (b) turn off fridges
- (c) leave all interior areas clean and organized



SCHEDULE B - QUOTATION

RFQ Title: **OPERATION OF SURREY'S OUTDOOR POOLS**

RFQ No: 1220-040-2015-098

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

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

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

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

Section

Requested Departure(s) / Alternative(s)

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

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

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

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

PRICING SUMMARY

| | FINANCIAL YEAR | AMOUNT |
|----------|-------------------------------------|---------------|
| A | Table 1: Year 2016 | \$ |
| B | Table 2: Year 2017 | \$ |
| C | Table 3: Year 2018 | \$ |
| D | Subtotal (A+B+C): | \$ |
| E | GST (5%): | \$ |
| F | TOTAL QUOTATION PRICE: (SUM D+E) | \$ |

A. CONTRACT SERVICES

Table 1: Financial Year 2016

| Item No. | Pool Location | Schedule of Operations | Total Number of Operating Days | Rate Per Pool Per Day (including additional days of operation) | Amount (B X C) |
|-----------------|----------------------|-------------------------------|---------------------------------------|---|-----------------------|
| | | | A | B | C |
| 1 | Bear Creek Pool | May15 - September 5 | 113 | | \$ |
| 2 | Sunnyside Pool | May15 - September 5 | 113 | | \$ |
| 3 | Greenaway Pool | May15 - September 5 | 113 | | \$ |
| 4 | Hjorth Road Pool | June 29 – September 5 | 69 | | \$ |

| | | | | | |
|--|-----------------|-----------------------|----|--|----|
| 5 | Holly Park Pool | June 29 – September 5 | 69 | | \$ |
| 6 | Kwantlen Pool | June 29 – September 5 | 69 | | \$ |
| 7 | Unwin Pool | June 29 – September 5 | 69 | | \$ |
| 8 | Port Kells Pool | June 29 – September 5 | 69 | | \$ |
| | | | | | |
| Subtotal: | | | | | \$ |
| *Capital Improvements: | | | | | \$ |
| TOTAL PRICE 2016: CARRY THIS FORWARD TO PRICING SUMMARY TABLE | | | | | \$ |

Note:

- School out June 24
- Includes Labour Day operations

Table 2: Financial Year 2017

| Item No. | Pool Location | Schedule of Operations | Total Number of Operating Days | Rate Per Pool Per Day (including additional days of operation) | Amount (B X C) |
|-------------------------------|------------------|------------------------|--------------------------------|--|----------------|
| | | | A | B | C |
| 1 | Bear Creek Pool | May15 - September 4 | 113 | | \$ |
| 2 | Sunnyside Pool | May15 - September 4 | 113 | | \$ |
| 3 | Greenaway Pool | May15 - September 4 | 113 | | \$ |
| 4 | Hjorth Road Pool | July 01 – September 4 | 66 | | \$ |
| 5 | Holly Park Pool | July 01 – September 4 | 66 | | \$ |
| 6 | Kwantlen Pool | July 01 – September 4 | 66 | | \$ |
| 7 | Unwin Pool | July 01 – September 4 | 66 | | \$ |
| 8 | Port Kells Pool | July 01 – September 4 | 66 | | \$ |
| | | | | | |
| Subtotal: | | | | | \$ |
| *Capital Improvements: | | | | | \$ |

| | |
|---|----|
| TOTAL PRICE 2017: | \$ |
| CARRY THIS FORWARD TO PRICING SUMMARY TABLE | |

Note:

- School out June 30
- Includes Labour Day operations

Table 3: Financial Year 2018

| Item No. | Pool Location | Schedule of Operations | Total Number of Operating Days | Rate Per Pool Per Day (including additional days of operation) | Amount (B X C) |
|---|------------------|------------------------|--------------------------------|--|----------------|
| | | | A | B | C |
| 1 | Bear Creek Pool | May14 - September 3 | 113 | | \$ |
| 2 | Sunnyside Pool | May14 - September 3 | 113 | | \$ |
| 3 | Greenaway Pool | May14 - September 3 | 113 | | \$ |
| 4 | Hjorth Road Pool | June 30 – September 3 | 66 | | \$ |
| 5 | Holly Park Pool | June 30 – September 3 | 66 | | \$ |
| 6 | Kwantlen Pool | June 30 – September 3 | 66 | | \$ |
| 7 | Unwin Pool | June 30 – September 3 | 66 | | \$ |
| 8 | Port Kells Pool | June 30 – September 3 | 66 | | \$ |
| Subtotal: | | | | | \$ |
| *Capital Improvements | | | | | \$ |
| TOTAL PRICE 2018: | | | | | \$ |
| CARRY THIS FORWARD TO PRICING SUMMARY TABLE | | | | | |

Note:

- School out June 29
- Includes Labour Day operations

Numbers of days listed above are approximate for budget purposes only. Annual schedules will be confirmed by the Department Representative.

B. DECOMMISSIONING RATES

Where any of the Pool Facilities are decommissioned at any time during the Term of the Agreement, the parties agree that the total compensation payable by the City to the Contractor shall be reduced by the rate per pool per day plus GST.

| | Pool Location | Rate Per Pool Per Day |
|---|------------------|-----------------------|
| 1 | Bear Creek Pool | |
| 2 | Sunnyside Pool | |
| 3 | Greenaway Pool | |
| 4 | Hjorth Road Pool | |
| 5 | Holy Park Pool | |
| 6 | Kwantlen Pool | |
| 7 | Unwin Pool | |
| 8 | Port Kells Pool | |

SECTION B-3

Time Schedule:

9. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).
 - (b) Dates, days and times each of the Pool Facilities will be required in order to start preparation.
 - (c) Dates, days and times each of the Pool Facilities will be required in order to properly winterize.

MILESTONE DATES _____

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

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

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

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

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

SECTION B-5

Experience and References:

Provide information on the following:

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

13. **References:** Contractor's relevant references (name and telephone number) (use the 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.

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

| | |
|-------------------|--|
| Telephone: | |
| E-mail: | |

| | |
|-----------------------------------|------------------------------|
| Reference 2 | Contractor's Comments |
| Company Name: | |
| Start and Completion Date: | |
| Reference Contact: | |
| Telephone: | |
| E-mail: | |

| | |
|-----------------------------------|------------------------------|
| Reference 3 | Contractor's Comments |
| Company Name: | |
| Start and Completion Date: | |
| Reference Contact: | |
| Telephone: | |
| E-mail: | |

14. Provide a description of the general approach and methodology that you would take in performing the Services:

15. Provide a list of procedures and action plans identifying emergency and evacuation procedures.

16. Provide a description of how the Contractor would advise and recommend a security program including associated costs aimed to reduce vandalism and property damage to the facilities over the outdoor pool operating season.

17. Provide a description of how the Contractor would advise how they will provide a comprehensive final report including, but not limited to, safety, lessons, guarding, customer service, facility review and improvements required.

18. Describe how the Contractor will provide professional lifeguarding services for Outdoor Aquatics as specified in RFQ. This will include lifeguarding of swim clubs, public swimming pool rentals and School Board sessions.

19. Describe how the Contractor will work with the City's Department Representative to ensure a successful preparation, operation and transfer of responsibilities back to the City upon completion of this Agreement.

20. Describe how the Contractor will increase the number of play items and equipment to be available at the Pool Facilities for public lessons and swimming lessons.

21. **Quality Assurance Plan:** Provide information on your Quality Assurance Plan. Attach a copy of the plan if available:

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

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

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

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

Applicable as follows Not applicable to this project

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

SAMPLE

25. 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)