



REQUEST FOR QUOTATIONS

Title: TREE RISK ABATEMENT

Reference No.: 1220-040-2013-69

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and 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 choose, in addition, to also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

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

Faxed or PDF emailed Quotations are permitted, but a Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation. If the Contractor prefers to submit a hard copy, the Contractor will submit one original unbound Quotation and four (2) copies (three in total).

3. DATE

The City would prefer to receive Quotations on or before **November 19, 2013**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

Email: purchasing@surrey.ca

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City 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 part of this RFQ. It is the responsibility of Contractors 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, Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. DURATION OF QUOTATION

The Quotation will be open for acceptance by the City until:

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the City.

7. 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.

8. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 6, 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 Attachment 1 on behalf of the City. Delivery of the signed Quotation by the City may be by fax.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Tree Risk Abatement

Reference No.: 1220-040-2013-069

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Tree Risk Abatement

RFQ# 1220-040-2013-069

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue
Surrey, BC V3X 3A2

(the "City")

AND:

(the "Contractor")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor who is providing Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "Fees" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnitees" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1.

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

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

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

Schedule A – Specifications of Goods & Scope of Services; and

Schedule B – Quotation

2. GOODS AND SERVICES

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

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Section B-2.

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Section B-2. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

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

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

3. TERM

3.1 The Contractor will provide the Services set out in Schedule A for the period expected to commence on January 01, 2014 and terminating on December 31, 2014 (the "**Term**").

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

4. TIME

4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

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

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the

City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. 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 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 8.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

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

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

9. LIMITED AUTHORITY

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

9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 8.2 and 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

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

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

11. WARRANTIES

11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best

quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct 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 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services,

including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the

- Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
- 15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 18.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through

inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

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

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

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

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

21. COMPLIANCE

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

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

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

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

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

28. SIGNATURE

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

29. ENUREMENT

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

This Quotation is executed by the Contractor this _____ day of _____, 20__.

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 executed by the City of Surrey this _____ day of _____, 20__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

TREE RISK ABATEMENT

1. Scope of Services

- 1.1 The Contractor is to furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated into the Services including, but not limited to, materials, equipment, labour, transportation, construction equipment and machinery, tools, appliances, temporary facilities and utilities, and all other facilities and incidentals.

2. Description of Services

- 2.1 Services will include, but not be limited to, abating tree risk in parks (including natural areas), medians/boulevards, streets, etc. as designated by the City, which will include storm debris clean-up, pruning and removing trees, hauling and disposing of debris. The tree risk abatement work will be conducted in accordance with the most recent Worksafe (W.C.B.) standards and regulations, American National Standards Institute (A.N.S.I.) standards, and the International Society of Arboriculture (I.S.A.) Best Management Practices for tree care.

3. Crews Required

- 3.1 Upon request of the City, any time day or night, the Contractor will be required to provide the following:

SECTION A: TREE REMOVAL CREWS

1. Tree Climber

- 1 Climber, I.S.A. Certified Arborist, certified 3 years prior to the start of the contract, and I.S.A. Certified Tree Worker/Climber Specialist

This climber would work under the direct supervision of the City conducting primarily tree removals in accordance with the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Tree climber must be proficient with advanced rigging techniques and in spurless climbing techniques. Climber is required to climb trees and conduct work safely. City crews would be responsible for control of vehicular and pedestrian traffic on the ground. No truck or chipper required. No clean up of branches required. City crews to provide labour to clean up and chip branches if required.

2. Climbing Crew (I.S.A. Certified Tree Worker/Climber Specialist preferred)

- 1 Climber, I.S.A. Certified Arborist, certified 3 years prior to the start of the contract, and I.S.A. Certified Tree Worker/Climber Specialist
- 1 Groundperson
- a. No chipper or dump-box truck
- b. Chipper; no dump-box truck*
chips remain on site
- c. Chipper and 5 ton dump-box truck*

*Chipper must be capable of chipping 6" - 8"Ø wood.

Primarily for conducting tree removals in accordance with the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Tree climber must be proficient with advanced rigging techniques and in spurless climbing techniques. Climber is required to climb trees and conduct work safely. Required to haul branches and to chip branches if option b. or c. are employed on the job. Clean up as requested by the City. Vehicular and pedestrian control required in accordance with City of Surrey standards.

3. Lift Truck Crew

- 1 Lift Truck Operator, I.S.A. Certified Arborist, certified 3 years prior to the start of the contract and I.S.A. Certified Tree Worker/Climber Specialist.
- 1 Groundperson
- a. 50 ft. Lift truck with chipper*

*Chipper must be capable of chipping 6" - 8"Ø wood.

Primarily for conducting tree removals in accordance with the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Vehicular and pedestrian traffic control is required in accordance with the City of Surrey traffic control practices and standards.

4. Tree Faller

- 1 Faller Certification (BC Forest Safety Council)
- 1 Groundperson
- a. No chipper or dump-box truck
- b. Chipper; no dump-box truck*
chips remain on site
- c. Chipper and 5 ton dump-box truck*

*Chipper must be capable of chipping 6" - 8"Ø wood.

Primarily for conducting tree removals in accordance with the most recent BC Faller Training Standard (WCB), American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Required to haul branches and to chip branches if option b. or c. are employed on the job. Clean up as requested by the City. Vehicular and pedestrian control required in accordance with City of Surrey standards.

SECTION B: TREE PRUNING AND REMOVAL CREWS

5. Arboricultural Climbing

- 1 Climber, I.S.A. Certified Arborist, certified 3 years prior the start of the contract, and I.S.A. Certified Tree Worker/Climber Specialist
- 1 Groundperson
- a. No chipper or dump-box truck
- b. Chipper; no dump-box truck*

chips remain on to site

- c. Chipper and 5 ton dump-box truck*

*Chipper must be capable of chipping 6" - 8"Ø wood.

This crew would provide mature tree pruning, tree removals, and cable and bracing of trees in accordance with the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Tree climber must be proficient with advanced rigging techniques and in spurless climbing techniques. Vehicular and pedestrian traffic control required in accordance with the City of Surrey's standards.

6. Arboricultural Lift Truck Crew

- 1 Lift Truck Operator, I.S.A. Certified Arborist, certified 3 years prior to the start of the contract and I.S.A. Certified Tree Worker/Climber Specialist.
- 1 Groundperson

- a. 50 ft. lift-truck with chipper*

*Chipper must be capable of chipping 6" - 8"Ø wood.

This crew would provide mature tree pruning, tree removals, and cable and bracing of trees in accordance with the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Vehicular and pedestrian traffic control required in accordance with the City of Surrey's standards.

SECTION C: UTILITY LINE WORK

7. Utility Line Crew

- 1 I.S.A. Certified Utility Arborist, certified 3 years prior to the start of the contract.
- 1 Groundperson
- a. 50 ft. lift-truck with chipper*

*Chipper must be capable of chipping 6" - 8"Ø wood.

This crew would provide pruning and removal of trees adjacent to energized lines. All work would be carried out in accordance with Worksafe B.C. Safe Work practices for Certified Utility Arborists, the most recent American National Standards Institute (ANSI) standards for tree care operations and arboricultural operations, and as per the most recent International Society of Arboriculture (ISA) Best Management Practices for tree care. Vehicular and pedestrian traffic control is required in accordance with the City's standards.

SECTION D: ADDITIONAL SERVICES

8. Traffic Control with Flag Person

Additional Flag Person for all of the above Services – Certified.

9. Aerial Tree Risk Assessment

I.S.A. Certified Tree Worker/Climber - Specialist and Tree Risk Assessor Certification preferred, certified 3 years prior to the start of the contract is required. Assessors may be required to use a resistograph. Assessors must have previous experience using a resistograph and be able to demonstrate knowledge if requested by City Staff.

10. All terrain vehicles for pulling chippers into forested areas using forest trails.

ATV must be a maximum of 42 inches

4. Mobilization and Response Time

- 4.1 Except as otherwise authorized by the City, the Contractor shall provide a guaranteed on-site emergency mobilization and response time of sixty (60) minutes and a general service response time within twenty-four (24) hours, seven (7) days per week, including Statutory holidays, unless otherwise extended by the City with qualified and experienced response personnel, materials, and equipment necessary to commence and sustain a substantial portion of an adequate response and removal actions process. The City expects the fastest possible response time to aid in minimizing damage to property and the environment.

5. Supervision

- 5.1 When directed by the City, the Contractor shall have an experienced ISA Certified Arborist and/or ISA Certified Tree Worker/Climber Specialist in direct and personal charge of the work.

6. Damage Repair

- 6.1 The Contractor shall notify City Staff immediately of any damage to City or private property including; trees, shrubs, pavement, side walks and/or parkway strips resulting from Contractor's employees or equipment's action, or from the debris resulting from their actions in pruning, removing or debris clean up of trees.
- 6.2 The Contractor shall repair, prior to payment or partial payment for completed work, and to the satisfaction of the City any damage to City or private property including; trees, shrubs, pavement, side walks and/or parkway strips resulting from Contractor's employees or equipment's action, or from the debris resulting from their actions in pruning, removing or debris clean up of trees. The Contractor shall have full responsibility for the protection, preservation, and maintenance of property adjacent to the work.
- 6.3 Upon completion of repair of the damage to private property, the Contractor shall present to the City, a signed release from the property owner.

7. Backfilling

- 7.1 Any excavation, rut, or hole left in the ground by any action of the Contractor, or his employees, shall be filled and/or repaired as directed by the City.

8. Acceptance of Work

- 8.1 The acceptance of an individual unit of work is solely within the discretion of the City. No payment or acceptance will be made until approved by the City.

9. Public Utility Structure

9.1 The Contractor shall review all pipes, wires, conduits, poles, or other structures within or adjacent to the right-of-way of the work, which may affect the Contractor's operation. When primary utility lines, street light wires, or other utility service drops are in close proximity to trees to be pruned or removed so that the desired work cannot be accomplished without danger to persons or damage to the utility, the Contractor shall immediately notify the City Representative, or designate and resume work as soon as such dangers are remedied.

10. Traffic

10.1 The Contractor shall not obstruct traffic. The Contractor is required to notify the City's Public Works Dispatch at 604-590-7226, with information as to a temporary barricade of a street to facilitate the work in progress. The Contractor shall make provision to permit ingress and egress of property occupants within the barricaded section. When it is mutually agreed between the Contractor and the City that "Emergency No Parking" will substantially facilitate the work in progress, the Contractor will post and administer the necessary requirements to effect "Emergency No Parking" in the work area.

11. Street Clearance

11.1 Streets are to be cleared of all debris so as to allow emergency access and the safe and normal flow of traffic of all City streets. Access to all emergency response facilities; fire, police, hospital, or other shall take precedence in street clearance operations. Any identifiable emergency operations access point; fire hydrant, or other shall be cleared of all tree debris to allow normal access. Driveways, private walkways, and building entrances, both residential and commercial shall be cleared of all tree debris to allow normal access. Any tree or tree limb determined by the Contractor to be an immediate hazard; with the potential of causing damage to persons or property or interfering with vehicle traffic shall be removed.

12. Debris Removal

12.1 In the event of windstorm, or other such occurrence, resulting in tree debris mixed with unrelated materials, and the City determines such materials cannot be separated from tree debris; the scope of clean-up shall include such mixed debris as is mutually agreed upon between the City and the Contractor.

13. Disposition of Debris

13.1 Disposal of all debris removed from the work site is the responsibility of the Contractor. In the event of a large storm, as determined by the City, and in order to operate more efficiently, the City may designate specific disposal locations for the Contractor to use. In this event, the Contractor will not be responsible for processing of debris once deposited at such designated sites. All material consisting of logs, brush, branches, twigs, or other, must be disposed of in a proper manner.

14. Delays in the Work

14.1 Any delay in the Services is to be reported by the Contractor to the City on the day such delay occurs, together with a written statement as to the cause of the delay and the date and time in which the Services will be resumed. Any complaint call resulting from the Contractor's failure to remove and clean up wood, brush, or debris shall be investigated by the City. Once notified, if Contractor's crews fail to respond, action will be taken by the City to remedy the complaint, and the cost of such action, as determined by the City, shall be withheld from any moneys due the Contractor.

15. Safety Procedures and Health Regulations

15.1 Safety Training

The Contractor will be responsible for ensuring that all workers have completed training, prior to the start of work, in all applicable disciplines in accordance with WCB requirements. All training costs and the equipment required to undertake this training are the sole responsibility of the Contractor. The City will have the right to request proof of training and any specific information regarding the content of that training.

The Contractor must be able to demonstrate to the City that their workers have an understanding, working knowledge of tree pruning and removal practices, and a working knowledge of all equipment required to carry out the work.

In the event that work involving untrained individuals is being undertaken, the City will have the right to stop the work until properly trained individuals are assigned. Any costs incurred as a result will be borne by the Contractor.

15.2 Site Inspections and Audit

The Contractor shall allow the City the right of inspection and audit of site safety conditions and all pertinent health and safety performance records to measure adherence to safety and health objectives. Such inspection and/or audit may take place without prior warning or notice of intent.

16. Correction of the Services Performed

- 16.1 In the event the City determines that any portion of the Services is not in accordance with the requirements of this RFQ, and the City determines in its sole discretion that reperformance of the defective work will adversely impact the time schedule, the City may either 1) direct the Contractor to reperform the work without cost to the City or adjustment in the time schedule or 2) accept the defective work and reduce the contract sum by an amount which, in the City's reasonable discretion, is appropriate and equitable. Such adjustment will be effected whether or not final payment has been made and shall not require the acceptance of the Contractor.

17. Permits and Fees

- 17.1 Unless otherwise provided in this RFQ, the Contractor is to secure and pay for all permits, and governmental fees, licenses and inspections necessary for proper execution and completion of the Services which are customarily secured after execution of an agreement and which are legally required when submissions are received or negotiations are concluded. The Contractor is to comply with and give notices required by Laws applicable to performance of the Services.

18. Worksite Conduct

- 18.1 All labourers and workers, while working in and around the City's facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers on the worksite and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such labourer from the worksite immediately.

19. Workmanship

- 19.1 The City reserves the right to have the contractor's staff that are pruning and/or removing the trees examined and tested for their pruning, falling, climbing, and rigging knowledge and skill before or during the contract. A passing grade of a minimum of 70% is expected to be qualified to prune or remove trees.

- END OF PAGE -



SCHEDULE B - QUOTATION

RFQ Title: Tree Risk Abatement

RFQ No: 1220-040-2013-69

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Kam Grewal, CMA,BBA, Corporate Audit Manager, Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645-148 Street, Surrey, B.C. Canada V3S 3C7

Telephone: 604-590-7274

Fax: 604-599-0956

Email 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 - Agreement. If requested by the City, I/we would be prepared to enter into the Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
_____	_____
_____	_____

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

(a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,

Workers' Compensation Registration Number: _____;

(b) Prime Contractor qualified coordinator is Name: _____

and Contact Number: _____;

(c) Insurance coverage for the amounts required in the Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca see Standard Certificate of Insurance;

(d) City of Surrey business license Number: _____

(e) If the Contractor's Goods and Services are subject to GST,
the Contractor's GST Number is _____; and

(f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada,

Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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 and Scope:

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

SECTION B-2

Fees and Payments

Indicate the Contractor's hourly rates (excluding GST) in the table below.

Note: The City will only pay for actual time worked, exclusive of lunch break. Two paid coffee breaks of 10 minutes is standard practice. The City will only pay up to and upon leaving last job site of the day. This means there will be no 'in and out' travel time charged to the City.

Schedule of Rates:

Item No.	Description	Hourly Rates	
		Regular Rates	After Hours Rates
Section A: REMOVAL CREWS			
1.	Tree Climber, I.S.A. Certified Arborist, certified 3 years prior to contract start (I.S.A. Certified Tree Worker/Climber Specialist preferred)		
	1 Climber	\$	\$
2.	Climbing Crew		
	1 Climber, I.S.A. Certified Arborist, certified 3 years prior to contract start (I.S.A. Certified Tree Worker/Climber Specialist preferred)		
	1 Groundperson		
	a. No Chipper or dump-box truck	\$	\$
	b. Chipper; no dump-box truck. Chips remain on site.	\$	\$
	c. Chipper and 5 ton dump-box truck	\$	\$
3.	Lift Truck Crew		
	1 Lift Truck Operator, certified 3 years prior to contract start		
	1 Groundperson		
	a. 50 ft. lift truck with chipper	\$	\$
4.	Tree Faller		
	1 Faller Certification (BC Forest Safety Council)		
	1 Groundperson		
	a. No Chipper or dump-box truck	\$	\$
	b. Chipper; no dump-box truck. Chips remain on site.	\$	\$
	c. Chipper and 5 ton dump-box truck	\$	\$
SECTION B: TREE PRUNING AND REMOVAL CREWS			
5.	Arboricultural Climbing		
	1 Climber, I.S.A. Certified Arborist, certified 3 years prior to contract start, and I.S.A. Certified Tree Worker/Climber Specialist		
	1 Groundperson		
	a. No chipper or dump truck-box truck	\$	\$
	b. Chipper; no dump-box truck, Chips remain on site	\$	\$
	c. Chipper and 5 ton dump-box truck	\$	\$
6.	Arboricultural Lift Truck Crew		
	1 Arborist Lift Operator, I.S.A. Certified Arborist, certified 3 years prior to contract start		
	1 Groundperson		
	a. 50 ft. lift truck with chipper	\$	\$
SECTION C: UTILITY LINE WORK			
7.	Utility Line Crew		
	1 Certified Utility Arborist, certified 3 years prior to contract start		
	1 Groundperson		
	a. 50 ft. lift truck with Chipper	\$	\$
SECTION D: ADDITIONAL SERVICES			
8.	Traffic Control with Flag Person		
	Additional Flag person for all the above works.	\$	\$
9.	Aerial tree risk assessment		
	1 Climber - I.S.A. Certified Tree Worker/Climber Specialist, Tree Risk Assessor Certification, and resistograph experience preferred	\$	\$
10.	All Terrain Vehicles for pulling chippers into forested areas using forest trails. Maximum width 42 inches.	\$	\$
11.	Chipper	\$	\$
12.	Operator	\$	\$
SECTION E: HI-AB TRUCK FOR SHORT LOG HAULING, WITH OPERATOR			
		\$	\$

Notes:

Chipper must be capable of chipping 6" - 8" diameter branches
Chainsaws must use vegetable based chain oil

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

SECTION B-3

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):

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS & MATERIAL SUPPLIERS NAMES	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

SECTION B-4

Experience and References:

12. 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. Contractor's **references** (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references:

14. **Health and Safety Program**

The quality of the contractors in house program to manage safety, shall be considered in the Contractor quotation evaluation.

- (a) Does your firm have a written safety program in place that meets the requirements of the Workers Compensation Board of BC. Yes ___ No ___
(b) If No, describe how safety training is accomplished.

15. **Sustainable practices and Initiatives**

Describe all initiatives, policies or programs that illustrates your firm's efforts towards sustainable practices and responsibility and in provising the services.

16. **Value added**

Please provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City of Surrey.

17. **Equipment and Vehicle**

Equipment, vehicles and tools used at the work site must be clearly identified. Please list Contractor's major vehicles and equipment proposed to be used in provising the service. Demonstration of the equipment, vehicles and tools offered may be required and should comply with all applicable standards, requirements and governing regulations of the CSA and the BC motor vehicle act.

Equipment and Vehicles		
Equipment	Make/Model	Year

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

This Quotation is executed by the Contractor this _____ day of _____, 20__.

(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)