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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. NATURE OF AGREEMENT

It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement ("Standing Offer") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the "Order") for Goods and Services specified in the Order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

If the City selects any Contractor in relation to a particular work assignment, the City would contact the Contractor by telephone, email, or fax, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its Standing Offer, together with the acceptability of the time, place and other work-specific information communicated by the City, by ***physical reporting to the work site ready to perform as specified by the City***, and as contemplated under this RFQ and the Standing Offer.

3. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

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

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

4. DATE

The City would prefer to receive Quotations on or before **October 6, 2015**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

5. 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: 1220-040-2015-078

6. 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.

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 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.

The City reserves the right to accept a Quotation which is not the lowest in price, to reject any or all Quotations, to waive information, irregularities or other deficiencies in any Quotation and to accept a Quotation which does not conform strictly to the requirements of the RFQ documents, give preference to Quotations where the goods, work or methods are considered by the City in its absolute discretion to be environmentally superior, as well as cost effective, relative to goods, work methods offered in other quotations, accept any Quotation it considers advantageous, and to evaluate Quotations on the overall costs to it in respect of the performance of work, as estimated by it on all factors it deems relevant, including but not limited to, technical ability, commercial credibility, financial resources, environmental responsibility, the safety compliance record of the Contractor, non-performance of the Contractor or previous contracts with the City, increased cost anticipated by the City resulting from extra work in respect to inspection, contract administration or dispute resolution, and any security or safety concerns which the City may have in respect of the Contractor or its facilities or suppliers.

If the City rejects all Quotations, the City may negotiate a contract for the whole or any part of the Work with any one or more contractors whatsoever, or issue a competitive procurement process for the Work.

The City reserves the right to award each payment item, as described in Schedule B – Form of Quotation, individually and/or to more than one Contractor. The City further reserves the right to add equipment as the City deems necessary in the case where no Contractor has submitted equivalent equipment as part of the RFQ or where insufficient equipment is available.

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.

15. 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.

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DRAFT QUOTATION AGREEMENT

Agreement Title: HIRED EQUIPMENT – PARKS & RECREATION OPERATIONS

THIS AGREEMENT dated for reference this ____ day of _____, 2015.

Agreement #1220-040-2015-078

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "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, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnitees" has the meaning described in Section 12.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "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; and
- (j) "Term" has the meaning described in Section 4.1.

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

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

Schedule A – Specifications of Goods & Scope of Services;
Schedule A-1 – Certificate of Weight of Motor Vehicle/Trailer; and
Schedule B – Quotation.

2. NATURE OF AGREEMENT

- 2.1 It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Goods and Services specified in the Order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.
- 2.2 If the City selects any Contractor in relation to a particular work assignment, the City would contact the Contractor by telephone, email, or fax, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its Standing Offer, together with the acceptability of the time, place and other work-specific information communicated by the City, by ***physical reporting to the work site ready to perform as specified by the City***, and as contemplated under this RFQ and the Standing Offer.

3. GOODS AND SERVICES

- 3.1 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.
- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.

4. TERM

- 4.1 The Contractor will provide the Goods and Services, on an as and when required basis for the period anticipated to be from **October 1, 2015** and terminating on **September 30, 2016** (the "Term").
- 4.2 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 (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

5. TIME

- 5.1 Time is of the essence.

6. FEES AND DISBURSEMENTS

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

7. PAYMENT

- 7.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees 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.
- 7.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 7.3 The City 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.
- 7.4 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.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
 - Submit any supporting documents to your City of Surrey business contact.
 - Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
 - Incomplete invoices will be returned.
- 7.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 7.8 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

8. USE OF WORK PRODUCT

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

9. PERSONNEL AND SUBCONTRACTORS

- 9.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 9.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 9.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 9.4 Except as provided for in Section 9.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 9.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

10. LIMITED AUTHORITY

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

any other person except as provided for in section 9.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

12. WARRANTIES

- 12.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 12.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent,

copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

13. INSURANCE AND DAMAGES

- 13.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 13.2 The indemnities described in Sections 12.2, 13.1 and 19.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 13.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 13.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the

insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

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

14. CITY RESPONSIBILITIES

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

15. DEFICIENCIES

- 15.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 15.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective

Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

16. DEFAULT AND TERMINATION

- 16.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 16.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 16.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 16.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 16.5 If the City terminates this Agreement as provided by Section 16.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the

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

17. CURING DEFAULTS

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

18. DISPUTE RESOLUTION

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

19. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 19.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.

- 19.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 19.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 19.4 The Contractor agrees that it is the "prime contractor" for the work as defined in the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers' Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 19.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 19.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 19.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

20. BUSINESS LICENSE

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

21. GENERAL PROVISIONS FOR GOODS

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

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: +1-604-685-3555
Fax: +1-604-605-8231
Email: cst19@livingstonintl.com”

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

22. COMPLIANCE

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

23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

24. WAIVER

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

25. APPLICABLE LAW

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

26. NOTICES

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

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

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

27. MERGER AND SURVIVAL

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

28. ENTIRE AGREEMENT

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

28.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or

which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

29. SIGNATURE

- 29.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 29.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

30. 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)

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

1. PURPOSE

- 1.1 This Quotation is to identify and obtain information from interested Contractors to enhance the City's Parks Division long standing hired equipment system, to provide an operational framework intended to guide the City's Parks Division in the hiring of entities with construction and landscape equipment for hire and to establish a list of pre-qualified contractors.
- 1.2 It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement ("Standing Offer") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the "Order") for Goods and Services specified in the Order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.
- 1.3 If the City selects any Contractor in relation to a particular work assignment, the City would contact the Contractor by telephone, email, or fax, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its Standing Offer, together with the acceptability of the time, place and other work-specific information communicated by the City, by ***physical reporting to the work site ready to perform as specified by the City***, and as contemplated under this RFQ and the Standing Offer.
- 1.4 Contractors do not need to offer all equipment in order for its Quotation be selected by the City.

2. SCOPE OF WORK

- 2.1 The City reserves the right to select equipment and/or services based on price, age of equipment, condition of equipment, availability, response time, previous experience of operator and performance with the City and/or references for previous contracts of a similar nature.
- 2.2 The allocation of work will be at the sole discretion of the City and the Contractor(s) shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the work to a Contractor(s) or to use its own forces to perform any portion of the work.

3. PRIORITIZING EQUIPMENT LISTS BY CATEGORY OF EQUIPMENT

- 3.1 Individual pieces of equipment will be sorted into separate equipment categories. Within each category equipment will be listed in order of its stated hourly rates. In some cases a number of pieces of equipment in the same category will have the same hourly rates. In situations where equipment is considered to be equal, then equipment will be listed in alphabetical order in reference to the name of the Contractor. In such situations the following parameters will be used to determine the order of equipment in a category:

Loaders:

- 3.2 Loaders with the same hourly rates will be listed in order of their bucket capacities with units with larger bucket capacities being given preference. Where two or more loaders have the same bucket capacity they will be listed in the order of the date of manufacture of the piece of equipment with preference given to newer pieces of equipment.

Graders:

- 3.3 Where more than one grader is listed at the same hourly rate, preference will be given to the machine with the higher horsepower rating. Where two or more graders have the same horsepower rating, preference will be given to the newer machine.

Bulldozers:

- 3.4 Where crawler tractors have the same hourly rates, preference will be given to machines with greater horsepower. Where two or more crawler tractors have the same horsepower, preference will be given to the newer machines.

Backhoes and Excavators:

- 3.5 Where backhoes and excavators are listed with the same hourly rates, preference will be given to units with the larger bucket capacity. Where bucket capacities are the same, preference will be given to the newer piece of equipment.

Compactors:

- 3.6 Where two or more compactors have the same hourly rates, preference will be given to the newer unit.

Trucking:

- 3.7 Where two or more trucks have the same hourly rates, preference will be given to the newer unit.

Miscellaneous Equipment:

- 3.8 Within this equipment category where similar equipment is listed at the same hourly rate preference shall be given to the newer pieces of equipment.

4. GUIDELINES FOR SAFETY REQUIREMENTS FOR HIRED EQUIPMENT

- 4.1 The safety requirements any equipment shall not be limited by this Quotation. Nor can it

be expected that the requirements described shall apply to all types of equipment.

- 4.2 This Quotation is primarily intended to give a picture of the operators' requirements for equipment intended for construction and landscape use, so that the necessary precautions may be taken before the equipment is ordered and utilized. Failure to observe safety requirements including the appropriate use of personal protective equipment will be grounds for termination.

5. GENERAL REQUIREMENTS

5.1 All Contractors must:

- a) Satisfy and maintain all physical requirements set by the City for the type of equipment involved (e.g. providing a piece of equipment with specific physical characteristics (width, height, weight etc.) to best serve site conditions and the nature of the work);
- b) Have a current safety test and inspection report;
- c) Proof of vehicle insurance with a minimum of \$3,000,000 public liability coverage and commercial vehicle inspection report;
- d) All equipment and trucks must be equipped with functioning high visibility, multi-directional amber flashing beacon(s) for slow moving type of equipment. (e.g. backhoes), pre-inspection in accordance with WCB regulations;
- e) All equipment and trucks are to be equipped with an operating back-up alarm;
- f) All equipment must be equipped with an operable hour meter;
- g) Be fully conversant in the safe operation of the vehicle/equipment;
- h) Understand and work in compliance with all WorkSafeBC regulations;
- i) Ensure that WorkSafeBC coverage is maintained and kept current;
- j) Owner/Operators are required to produce a letter from Workers' Compensation Board of British Columbia proving Person Optional Protection (POP). In the absence of the POP, the "Owner" will not be allowed to operate their equipment while working for the City;
- k) Provide equipment licensed to operate within the Province of British Columbia. Equipment without the appropriate documentation will not be ordered;
- l) Provide a copy of their Certificate of Weight of Motor Vehicle/Trailer (Form T-14) for trucks and trailers only. A sample is included as Schedule A-1 Certificate of Weight of Motor Vehicle/Trailer;
- m) Display a Municipal Decal where appropriate (required for any equipment travelling on City roads);
- n) Have an operator's manual on board all equipment as per WorkSafeBC's requirements;
- o) Ensure that the equipment is properly and fully licensed and that insurance is current and in compliance with the City's requirements. Any changes made must be reported to the City before acceptance of any work subsequent to the change;
- p) Ensure that only the specified registered equipment contracted for hire is dispatched;

- q) Ensure that the operator has and maintains a valid Province of British Columbia drivers license for the class of vehicle being driven;
- r) Ensure that the operator is fully trained in the safe operation of the equipment;
- s) Ensure that the operator can communicate in the English language;
- t) Ensure that the operator has a good understanding of the City street system;
- u) Ensure unsafe equipment is not provided;
- v) Ensure equipment is operated in a safe manner;
- w) Immediate correction when an unsafe equipment or an unsafe operation is identified; or when any activity or situation is identified and deemed not to be in compliance with any provisions of the Agreement;
- x) Comply with all provisions of the Agreement and all laws and regulations applicable to the place of work, whether Federal, Provincial or Municipal, including but not limited to:
 - i. Occupational Health and Safety Act; and
 - ii. Environmental Act.

5.2 The Contractor shall notify the City of any material changes in equipment availability, and the information contained in the above requirements, as soon as practicable after a material change comes to the attention of the Contractor. The City may request updated versions of the above requirements at any time, and the Contractor shall deliver updated versions promptly following a City request.

6. TRUCK REQUIREMENTS

6.1 All Contractors must:

- a) Have operable tailgates;
- b) Have steps into box; and
- c) Have the Contractor's name, address, phone number and GVW clearly painted and highly visible in all weather conditions, on the door(s) in lettering of at least 2" high. This information is to match the information on the supporting documentation. (e.g. insurance, vehicle registrations, etc.).

7. BACKHOE REQUIREMENTS

7.1 All Contractors must:

- a) Have proper lifting hooks;
- b) Have fully operational and high visibility work lights on the front and back of the backhoe;
- c) Have an up-to-date BC Basic First Aid Kit (WCB Approved); and
- d) Have a basic Class B fire extinguisher, current inspection.

8. OPERATOR REQUIREMENTS (PERSONNEL PROTECTIVE EQUIPMENT)

8.1 All Contractors must:

- a) Have and wear a high visibility safety vest (yellow tape) and hardhat when working off the vehicle on any job site;
- b) Wear leather work (safety) boots (steel toe and sole puncture protection) that lace up over the ankle at all times or other CSA approved footwear;
- c) Wear appropriate work clothing at all times (e.g. long pants and shirts with sleeves). Absolutely no vulgar language, slogans, pictures, etc. will be permitted;
- d) Have and wear leather grain work gloves; and
- e) Have and wear hearing protection devices.

9. EQUIPMENT MAINTENANCE

9.1 It is the Contractors responsibility to provide fuel, oil, grease, filters, parts, service and labour required to maintain equipment in a safe operating condition. The City does not pay for the Contractor's service units that the Contractor uses to service its own equipment.

10. WORKSAFEBC

10.1 Pre-trip inspections are to be carried out on any mobile equipment the City hires (trucks, bobcats, pavers, loaders, excavators, etc.). All mobile equipment operators must perform pre-trip inspections of the equipment and record all inspections as per WorkSafeBC regulation #16.34:

- a) Start of shift inspection
 - i. The operator must inspect the equipment before the start of operation on the shift and thereafter as required to ensure the safe operating condition of the equipment.
 - ii. The operator must report defects and conditions affecting the safe operation of the equipment to the supervisor or employer.
 - iii. Any repair or adjustment necessary for the safe operation of the equipment must be made before the equipment is used.

10.2 Contractors and/or mobile equipment operators must arrive on City's work sites with all personal protective equipment as per WorkSafeBC regulation #8.2.

10.3 Any fines levied by WorkSafeBC to the City for equipment that has not been recording pre-trip inspections will be deducted from the Contractor's invoice when submitted to the City for payment.

11. RESPONSES AND CALLOUTS

11.1 The Contractor is to establish a list of key contacts with telephone numbers from 7:00 a.m. to 5:00 p.m., Monday to Friday, for the purpose of responding to all calls from the City. There should also be a contact after hours for emergencies. The Contractor may be requested to provide 365/24/7 hour emergency service. The response time for emergency call-out is within the hour from the time the call is received. The City reserves

the right to obtain the services of an alternate source if any Contractor fails to provide the Services within the specified time.

12. WARNING AND DISMISSAL NOTICES

12.1 Contractors will be expected to perform at a reasonable level. If a situation develops where such performance is not acceptable, a **warning** or a **dismissal notice** will be issued by the City. Normally, one (1) warning notice will be issued before the City will consider dismissal of a piece of equipment and/or operator. For serious situations, a warning may be bypassed and a dismissal notice issued resulting in immediate dismissal. The following are possible reasons for dismissal, including but not limited to:

- a) Failure to provide an operator/driver with the appropriate driver's license for said piece of equipment;
- b) Equipment/truck mechanical condition. Equipment or trucks which show a history of breakdowns and/or not reporting for work or of being substituted for, will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the City's Parks Division. The Contractor will be required to produce copies of work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Furthermore, all equipment and trucks are to comply to the specifications and safety requirements in this RFQ or the unit will not be used;
- c) Operator's attitude, ability and actions;
- d) Failure to report to an assigned work site;
- e) Failure to report to the work site at the assigned time;
- f) Failure to observe safety requirements including the appropriate use of personal protective equipment;
- g) Failure to bring equipment in for inspection, when requested to do so;
- h) Low productivity. The City will be aware of the productivity of all equipment hired. If a hired equipment is not producing to full capacity, or if the operator is not capable of producing a good quality and quantity of work, and the situation is not corrected after having given proper notice to the Contractor, the Agreement may be terminated.
- i) Failure to report to the City any damage claims;
- j) Failure to settle any property damage claims. Property damage will be documented by the City who will record the number of occurrences of property damage and/or the significance of any single incident. Abnormally high levels of damage due to operator error or damage of a repetitive nature is unacceptable; and
- k) Failure to provide the City Representative with any and all documentation as requested.

SCHEDULE A-1 CERTIFICATE OF WEIGHT OF MOTOR VEHICLE/TRAILER



Form T-14 (June 2005)

CERTIFICATE OF WEIGHT OF MOTOR VEHICLE/TRAILER

POWER UNIT

I hereby certify that _____
(Year, make and type of motor vehicle) (Style)

Registration No. _____ VIN _____ Licence No. _____
(Serial No.)

registered in the name of _____
(Name of Registered Owner)

of _____
(Number of Street Address) (City or Town) (Postal Code)

curb weight is _____ kilograms;

Note: If the curb weight exceeds the GVWR, (Statement of Compliance as attached to the vehicle by the manufacturer) this vehicle does not comply with Division 19.11 Motor Vehicle Act Regulations.

Licensed GVW _____ kg Remarks _____

GVWR _____ kg
(Commercial Vehicles)

GVWR _____ kg
(Motor Homes, etc.)

VIN # SIGHTED Yes No

**TRAILER
(TOWED UNIT)**

I hereby certify that _____
(Year, make and type of motor vehicle) (Style)

Registration No. _____ VIN _____ Licence No. _____
(Serial No.)

registered in the name of _____
(Name of Registered Owner)

of _____
(Number and Street Address) (City or Town) (Postal Code)

has this day been weighed by me, and that the curb weight of the said trailer is _____kg.

Trailer GVWR _____ kg

VIN # SIGHTED Yes No

Date and Agent Stamp

By _____ Inspector

Time issued _____ 24 hour _____
Location

GVW = Gross vehicle weight
 GVWR = Gross vehicle weight rating
 Curb Weight = GVW at time weighed



SCHEDULE B - QUOTATION

RFQ Title: HIRED EQUIPMENT – PARKS & RECREATION OPERATIONS

RFQ No: 1220-040-2015-078

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. It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Goods and Services specified in the Order and the Contractor agrees to provide those

Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

4. If the City selects any Contractor in relation to a particular work assignment, the City would contact the Contractor by telephone, email, or fax, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its Standing Offer, together with the acceptability of the time, place and other work-specific information communicated by the City, by ***physical reporting to the work site ready to perform as specified by the City***, and as contemplated under this RFQ and the Standing Offer.
5. 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)

5. 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)

6. 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:

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

8. 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

9. The Contractor shall indicate the hourly rates for the item of equipment to be registered, and indicate any additional rate required for any attachments listed. Only one rate will be accepted for the term of registration.

The hourly rate shall be for both the equipment and operator and shall remain in effect during the Term. The Contractor shall not provide separate winter and summer rates; provide only one rate. There shall be no additions to the submitted hourly rates with respect to overtime, work done on statutory holidays or weekends. **No overtime rates will apply.**

Rates will be paid on an hourly basis, in singular hour increments, and applicable only from the starting time. If the Contractor arrives on-site at the prearranged call out time and must wait for City crews, equipment or instruction, that shall be deemed “standby” time and will be paid at the regular hourly rate. The Contractor will not be compensated for rest breaks or meal breaks except where approved by the City.

Rates shall include all costs of any nature whatsoever associated with the supply and operation of the equipment and trucks, including but not limited to:

- a) qualified operator(s);
- b) fuel, oil, lubrication and all maintenance;

- c) any and all travel time to and from the work site (mobilization and demobilisation) shall to be included in the hourly rates. For periods where mobilization and demobilization costs becomes a concern where equipment must be moved between City projects, transportation costs may be negotiated and confirmed in writing by the City. Mobilization and Demobilization costs, if applicable, may be a contributing factor to a Contractor selection; and
- d) all insurance and all other costs.

The rates contained herein are for use on various types of work. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

F.O.B. Destination, Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.					Ship Via:
Item #	Item Name	Hourly Rates (up to 24 hours)	Daily Rate (per 24 hour period)	One (1) to Three (3) Days (per 24 hour period)	Four (4) to Six (6) Days (per 24 hour period)	Seven (7) to Fourteen (14) Days (per 24 hour period)
1	Loader	\$	\$	\$	\$	\$
2	Grader	\$	\$	\$	\$	\$
3	Bulldozer	\$	\$	\$	\$	\$
4	Backhoe	\$	\$	\$	\$	\$
5	Excavator	\$	\$	\$	\$	\$
6	Compactor	\$	\$	\$	\$	\$
7	Single Axle Dump Truck	\$	\$	\$	\$	\$
8	Tandem Axle Dump Truck	\$	\$	\$	\$	\$
9	Pup Trailer	\$	\$	\$	\$	\$
Miscellaneous Equipment						
10	<i>(list)</i>	\$	\$	\$	\$	\$
11						
12						
13						
14						
<p>Notes: 1) Overheads, General Conditions and Profit are to be included in the above amounts.</p> <p>2) The City does not allow for <u>Fuel Surcharge Fees</u>.</p>						
CURRENCY: Canadian						

SECTION B-3

Equipment Specifications:

10. Contractors should fill out equipment specifications for each type of equipment.

LOADER

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

GRADER

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

BULLDOZER

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

BACKHOE

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

EXCAVATOR

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

COMPACTOR

Make: _____ Model: _____ Serial No.: _____

License No _____ Type: _____ Size: _____ Year: _____

Licensed G.V.W. or Gross Weight applicable: _____ kgs.

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

EQUIPMENT ATTACHMENTS (specify):

SINGLE AXLE DUMP TRUCK

Make: _____ Model: _____ Serial No.: _____ License No _____

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

LEGAL CAPACITY		LICENSED CAPACITY		STRUCK CAPACITY	
Front Axle Capacity	kgs	Licensed G.V.W.	kgs	Dump Box Length	m
Tare Weight	kgs	Tare Weight	kgs	Dump Box Width	m
Legal Load (Axle Cap-Tare)	kgs	Licensed Load (G.V.W. – Tare)	kgs	Dump Box Height	m
Legal Load Capacity	m3	Licensed Capacity	m3	=Struck Capacity	m3
Net Engine Horsepower	kgs	Pup Tare Weight (if applicable)	kgs	Trailer (if applicable)	

Attachments Required:

1. Copy of the trucks proof of vehicle registered ownership.
(e.g. APV-1, APV-9 or APV-250 Form)
2. Weight Scale slip for unit (with or without trailers) as applicable to verify capacity.
3. Vehicle manufacturer's documentation or mechanical engineer's certification of front axle capacity to verify legal capacity.

Dump Box Length	m
Dump Box Width	m
Dump Box Height	m
=Struck Capacity	m3

TANDEM AXLE DUMP TRUCK

Make: _____ Model: _____ Serial No.: _____ License No _____

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

LEGAL CAPACITY		LICENSED CAPACITY		STRUCK CAPACITY	
Front Axle Capacity	kgs	Licensed G.V.W.	kgs	Dump Box Length	m
Tare Weight	kgs	Tare Weight	kgs	Dump Box Width	m
Legal Load (Axle Cap-Tare)	kgs	Licensed Load (G.V.W. – Tare)	kgs	Dump Box Height	m
Legal Load Capacity	m3	Licensed Capacity	m3	=Struck Capacity	m3
Net Engine Horsepower	kgs	Pup Tare Weight (if applicable)	kgs	Trailer (if applicable)	

Attachments Required:

1. Copy of the trucks proof of vehicle registered ownership.
(e.g. APV-1, APV-9 or APV-250 Form)
2. Weight Scale slip for unit (with or without trailers) as applicable to verify capacity.
3. Vehicle manufacturer's documentation or mechanical engineer's certification of front axle capacity to verify legal capacity.

Dump Box Length	m
Dump Box Width	m
Dump Box Height	m
=Struck Capacity	m3

PUP TRAILER

Make: _____ Model: _____ Serial No.: _____ License No _____

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

Contractor should confirm they're in compliance with By-law (if applicable): Applicable as follows Not applicable

Equipment Description Engine _____ Tier Designation: Tier 0 or Tier 1

Engine Registration Number as Issued by Metro Vancouver: _____

Licensed G.V.W. must not exceed the legal G.V.W. as determined by the Commercial Transport Act Regulations

LEGAL CAPACITY		LICENSED CAPACITY		STRUCK CAPACITY	
Front Axle Capacity	kgs	Licensed G.V.W.	kgs	Dump Box Length	m
Tare Weight	kgs	Tare Weight	kgs	Dump Box Width	m
Legal Load (Axle Cap-Tare)	kgs	Licensed Load (G.V.W. – Tare)	kgs	Dump Box Height	m
Legal Load Capacity	m3	Licensed Capacity	m3	=Struck Capacity	m3
Net Engine Horsepower	kgs	Pup Tare Weight (if applicable)	kgs	Trailer (if applicable)	

Attachments Required:

1. Copy of the trucks proof of vehicle registered ownership.
(e.g. APV-1, APV-9 or APV-250 Form)
2. Weight Scale slip for unit (with or without trailers) as applicable to verify capacity.
3. Vehicle manufacturer's documentation or mechanical engineer's certification of front axle capacity to verify legal capacity.

Dump Box Length	m
Dump Box Width	m
Dump Box Height	m
=Struck Capacity	m3

SECTION B-4

Key Personnel & Sub-Contractors:

11. 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: _____

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

<i>Description Of Goods & 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:

13. 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):

14. 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.

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

This Quotation is offered by the Contractor this _____ day of _____, 2015.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)