



**REQUEST FOR APPLICATIONS FOR
STANDING OFFER AGREEMENT**

Title: Land Survey Services

Reference No.: 1220-060-2020-005

FOR PROFESSIONAL SERVICES

(General Services)

Issue Date: August 11, 2020

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

1. INTRODUCTION

The City of Surrey (the “City”) invites applicants to submit an application on the form attached as Schedule B (the “Application”) for the supply of the goods (if any) and services described in Schedule A and Schedule A1 (the “Services”). The description of the Services sets out the minimum requirements of the City. A person that submits an Application (the “Applicant”) should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements. Applicants are invited to submit innovative solutions and the City encourages suggestions to improve these Services.

2. NATURE OF A STANDING OFFER AGREEMENT

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

3. ADDRESS FOR DELIVERY

The Application should be labelled with the Applicant’s name, RFA-SOA title and number. An Application should be submitted in the form attached to this RFA-SOA as Schedule B.

The Applicant should submit the Application electronically in a single pdf file and must be delivered to the City by email at: purchasing@surrey.ca

PDF emailed Applications 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, Applicants should phone to confirm receipt. An Applicant bears all risk that the City’s computer equipment functions properly so that the City receives the Application.

4. DATE

The City would prefer to receive Applications on or before September 1, 2020. 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 RFA-SOA 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, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-060-2020-005

6. ADDENDA

If the City determines that an amendment is required to this RFA-SOA, the City Representative will post a written addendum 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”) and upon posting will be deemed to form a part of the RFA-SOA. No amendment of any kind to the RFA-SOA is effective unless it is posted in a formal written addendum. Upon submitting an Application, Applicants will be deemed to have received notice of all addenda that are posted.

7. APPLICANT'S QUALIFICATIONS

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services.

8. NO STANDING OFFER

This Request is simply an invitation for Applications (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 Request or the submission of an Application. The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Standing Offer Agreement – Services and Schedule A to A1 – Scope of Services of the Request, including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

9. RESERVATION OF RIGHTS

Notwithstanding any other provision in this Request:

- (a) The City need not necessarily consider the Application with the lowest Application Price, or any Application, and the City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Services.
- (c) Each Applicant, by submitting an Application, irrevocably:
 - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against the City or any of its employees, directors,

officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Applicant in preparing its Application for any matter relating directly or indirectly to this Request (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this Request or any duties arising from this Request); and

- (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Applicant and the City is entered into for the supply and delivery of the goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this Request or any duties arising from this Request.

10. LIMITATION OF CITY LIABILITY

Notwithstanding anything to the contrary contained in this Request or any other document, material or communication made available to Applicants by the City or its representatives in connection with this Request, the City accepts no responsibility or liability for the accuracy or completeness of this Request (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this Request or any such information as is described in this paragraph is solely that of each Consultant.

11. APPLICANT'S EXPENSES

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

12. CONFLICT OF INTEREST

An Applicant must disclose in its Application 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.

13. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Applicants and their agents will not contact any member of the City Council, City staff or City consultants with respect to this Request, other than the contact person named in Section 5 of this Request, at any time prior to the award of a Standing Offer or the cancellation of this Request.

14. CONFIDENTIALITY

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

15. SIGNATURE

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;
- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.

[END OF PAGE]

ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES

AGREEMENT No.: 1220-060-2020-005

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, B.C., V3T 1V8, Canada
(the “**City**”)

AND:

_____ (Insert Full Legal Name of Applicant)
(the “**Consultant**”)

WHEREAS the City wishes to engage the Consultant to provide Services in connection with
Land Survey 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 Consultant agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) “Agreement” has the meaning set out in Section 1.2;
- (b) “Application” means the application for a Standing Offer attached as Schedule B;
- (c) “City” means the City of Surrey;
- (d) “Consultant” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
- (e) “Disbursements” means the actual out-of-pocket costs and expenses which the Consultant incurs in the performance of the Services as identified in the Application and reimbursement of which is accepted by the City;
- (f) “Fees” has the meaning set out in Section 8;
- (g) “Order” means a written order executed by the City for specified Services;
- (h) “Request” means the request for Applications for Standing Offer;
- (i) “Services” means any portion of the services as described generally in Schedule A to A1 that the City requests that the Consultant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
- (j) “Standing Offer” means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 2.1; and
- (k) “Term” has the meaning described in Section 4.1.

- 1.2 This Agreement consists of all of the documents listed below and 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) the Order;
 - (b) this Agreement;
 - (c) the scope of Services set out in Schedule A and A1 of the Request;
 - (d) the Application;
 - (e) the Request; and
 - (f) other terms, if any, that are agreed to by the parties in writing.

2. NATURE OF AGREEMENT

- 2.1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a Standing Offer only and the goods (if any) and Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the 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 Applicant in the event that the 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 for goods (if any) and Services specified in the Order and the Applicant agrees to provide those goods (if any) and Services. The parties agree that the City may not place any Order for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar goods (if any) and Services from any other source.

2.2 Pandemic Restrictions

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the “Pandemic”). The Consultant advises that it is able to proceed with the Services under the Pandemic conditions and restrictions (collectively the “Pandemic Restrictions”) as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Consultant’s performance of the Services.

The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.7 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Consultant’s performance of the Services, such that upon the Consultant giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 12 (Workers’ Compensation Board and Occupational Health and Safety); and

- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Consultant will give the City immediate notice, and a written plan of the interim steps the Consultant will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. SERVICES

- 3.1 The Consultant covenants and agrees that it will, if ordered by the City, provide the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order and Schedule A and A1 of the Request and as described in the Application.
- 3.2 The City may from time to time, by written notice to the Consultant, make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in the Application.
- 3.3 The Consultant will, if required in writing by the City, provide additional services as may be listed in the Application. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Consultant will not provide any additional services in excess of the Services ordered in writing by the City.
- 3.4 The Consultant 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 Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services.

4. TERM

- 4.1 The Consultant will provide the Services for the period commencing on November 1, 2020 and terminating on October 30, 2021 (the "Term").
- 4.2 The City may at any time prior to 90 days before the end of the Term, by written notice to the Consultant, 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 The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods as agreed to in writing by the City and the Consultant. The Consultant agrees to provide the Services in accordance with the time schedule indicated in the Order. If at any time the Consultant discovers that the time schedule cannot be met it will immediately advise the City in writing and provide a revised time schedule.

6. PERSONNEL

- 6.1 The Consultant will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 6.2 The Consultant will perform the Services using the personnel and sub-contractors as may be listed in the Application and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 6.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.
- 6.4 Except as provided for in Section 6.2, the Consultant 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.
- 6.5 The Consultant will preserve and protect the rights of the City with respect to any 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 Consultant 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 Consultant.

7. LIMITED AUTHORITY

- 7.1 The Consultant is not and this Agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant 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 Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of providing the Services shall identify the Consultant by name and telephone number.
- 7.2 The Consultant is an independent consultant. 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 Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant 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 the Order. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

8. FEES AND DISBURSEMENTS

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

9. PAYMENT

9.1 Subject to any contrary provisions set out in Schedule B:

- (a) the Consultant will submit an invoice (the "Invoice") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided and including the following information:
 - (1) an Invoice number;
 - (2) Consultant's name, address and telephone number,
 - (3) the City's purchase order number P.O. # _____ for the Services;
 - (4) the names, charge-out rates and number of hours worked of all employees of the Consultant and any sub-contractors that have performed services;
 - (5) the percentage of Services completed;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the invoice;
 - (7) taxes (if any);
 - (8) and grand total of the invoice;
- (b) the Consultant will on request from the City provide copies of receipts and invoices for all Disbursements claimed;
- (c) If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City, if applicable; and
- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after the receipt of the Invoice.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to:

surreyinvoices@surrey.ca

In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>, <Invoice Number> include name of Department Representative invoice is directed to.
- Include Purchase Order number:
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

9.2 In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in this Agreement which the Consultant, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

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.

- 9.3 The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Consultant will make the records available open to audit examination by the City at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.
- 9.4 If the Consultant 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 Consultant; or
 - (b) the amount required under applicable tax legislation.

10. CITY RESPONSIBILITIES

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

11. INSURANCE AND DAMAGES

- 11.1 The Consultant 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 Consultant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.
- 11.2 The indemnities described in this Agreement 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.

- 11.3 The Consultant 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 three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, 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 Consultants 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) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services; and
 - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
- 11.4 The Consultant 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 Consultant will, on request from the City, provide certified copies of all of the Consultant'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 Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 11.5 The Consultant acknowledges that any requirements of 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 Consultant acknowledges and agrees that the Consultant 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 Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
- 11.6 The Consultant 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.
- 11.7 The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

12. TERMINATION

- 12.1 The City may at any time and for any reason by written notice to the Consultant 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 Consultant will perform no further Services other than the work which is reasonably required to complete the Services. 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 Consultant all amounts owing under this Agreement for Services provided by the Consultant 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 Consultant, 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
- 12.2 The City may terminate this Agreement for cause as follows:
- (a) If the Consultant 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 Consultant or receiver or trustee in bankruptcy written notice; or
 - (b) If the Consultant 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 Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.
- 12.3 If the City terminates this Agreement as provided by this Section, then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (d) withhold payment of any amount owing to the Consultant under this Agreement for the performance of the Services;
 - (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this Agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
 - (f) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.
- 12.4 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 Consultant pursuant to this Agreement. The Consultant is to bear all costs including shipping and handling of returned Goods.

13. CURING DEFAULTS

- 13.1 If the Consultant 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 Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. 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 Consultant.

14. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

- 14.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 14.2 The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 14.3 The Consultant 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 Consultant 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.

15. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 15.1 Except as provided for by law or otherwise by this Agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the 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 Services.
- 15.2 The Consultant 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.
- 15.3 The Consultant 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.

16. USE OF WORK PRODUCT

- 16.1 The Consultant 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 Consultant.

17. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 17.1 The Consultant 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 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 Consultant. 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 Services have been paid in full.
- 17.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.
- 17.3 The Consultant agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Consultant 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 consultant, the Consultant 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 this Agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 17.4 Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant 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.
- 17.5 The Consultant 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.
- 17.6 The City may, on twenty-four (24) hours written notice to the Consultant, 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 Consultant or otherwise, any deficiency or immediate hazard.

**Refer to Attachment 1 – Prime Contractor Designation, Letter of Understanding; and
Refer to Attachment 2 – Contractor Health & Safety Expectations, Responsibility of Contractor(s)**

18. BUSINESS LICENSE

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

19. DISPUTE RESOLUTION

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.

20. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 20.1 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.
- 20.2 The Consultant 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 Applicant 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.

21. ENTIRE AGREEMENT

- 21.1 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire Agreement of the parties regarding the provision of the 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 provision of the Services.

22. AMENDMENT

22.1 This Agreement may be amended only by agreement in writing, signed by both parties.

23. CONSULTANT TERMS REJECTED

23.1 In the event that the Consultant 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.

24. SURVIVAL OF OBLIGATIONS

24.1 All of the Consultant's obligations to provide the Goods and perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

25. CUMULATIVE REMEDIES

25.1 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

26. NOTICES

26.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey
<insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <insert City contact name>
<insert title>

Fax No.: <insert>
Email: <insert>

(b) The Consultant:

<insert name and address>

Attention: <insert City contact name>
<insert title>

Business Fax No.: <insert>
Business Email: <insert>

27. UNENFORCEABILITY

27.1 If any provision of this Agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

28. HEADINGS

28.1 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

29. SINGULAR, PLURAL AND GENDER

29.1 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

30. WAIVER

30.1 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

31. SIGNATURE

31.1 This Agreement may be executed in 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 or PDF email transmission.

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 Consultant.

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

This Standing Offer Agreement is executed by the City of Surrey this ____ day of ____, 202_.

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Standing Offer Agreement is executed by the Consultant this ____ day of ____, 202_.

CONSULTANT

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SCOPE OF SERVICES

PROJECT TITLE: LAND SURVEY SERVICES

1. REQUIREMENTS & SPECIFICATIONS

- 1.1 The Consultant shall plan, direct and conduct technical engineering surveys (e.g. topographical, construction layout, as-builts) to mark the location of real property boundaries and establish contours and other natural or human-made features, and prepare and maintain cross-sectional drawings, official plans, records and documents pertaining to City surveys.

- 1.2 The Consultant will be responsible for:
 - a) Developing survey plans, methods and procedures for conducting technical engineering surveys;
 - b) Planning, directing and supervising/conducting surveys to mark legal boundaries of properties and parcels of lands,
 - c) Surveying and laying out for park development;
 - d) Determining precise locations using electronic distance measuring equipment and global navigation satellite system (GNSS);
 - e) Analyzing, managing and displaying data using geographic information systems (GIS) and computer-aided design and drafting (CAD);
 - f) Recording all measurements and other information obtained during survey activities; and
 - g) Preparing or supervising the preparation and compilation of all data, plans, charts, records and documents related to surveys, as required by the City.

- 1.3 The Consultant must have access to computer and software capable of:
 - a) Survey Calculations; and
 - b) Plotting Capabilities: topographic and contour maps.

- 1.4 The Consultant must be able to perform Parks Construction Layouts.

- 1.5 The Consultant must provide essential criteria needed to convert the as-built surveys to the City of Surrey Mapping Online System (“COSMOS”).
 - a) The City will provide an AutoCAD digital base for the required area, including sufficient survey monument control points;
 - b) The completed drawing must be returned spatially referenced to true world coordinates, and at a metric scale of 1:1;
 - c) A table showing horizontal and vertical datums, survey control monument reference data and the scale factor for grid/ground conversion; and
 - d) All of the layers, and their naming used to capture the as-built information, must be consistent with the Schedule A1 - As-Builts legend in order to effectively convert the data to ArcINFO coverage for use in Arcview and COSMOS.

- 1.6 The Consultant’s survey crew must be available within 24-hour notice.

SCHEDULE A1 AS-BUILTS

1. **Schedule A1 - As-Builts** can be downloaded from the spreadsheet below:
(Right click on paper clip to open)



Schedule A1
As-Builts.xls

2. Sample Survey Reference Table

SURVEY CONTROL:			
1. THE SURVEY IS ON A LOCAL GROUND COORDINATE SYSTEM. BEARINGS ARE UTM GRID, DERIVED FROM OBSERVATIONS TO GCM 80H2092 AND 5896.			
2. SCALE FACTOR: 0.9995954 ABOUT GCM 80H2092			
3. ELEVATIONS ARE IN METERS AND ARE REFERRED TO GEODETIC DATUM CVD28GVRD USING MONUMENT GCM 80H2092 AT KING GEORGE BLVD INLINE WITH 91A AVENUE, ELEVATION = 50.707 METERS			
SURVEY CONTROL MONUMENT REFERENCE DATA			
PUBLISHED			
MONUMENT No.	ELEVATION	EASTING	NORTHING
GCM 80H2092	50.707m	511250.853	5446168.323
5896	67.912m	511925.201	5446889.374



**SCHEDULE B
APPLICATION FOR A
STANDING OFFER AGREEMENT**

Request for Standing Offer Title: Land Survey Services

Request for Standing Offer Reference No.: 1220-060-2020-005

APPLICANT

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Manager, Procurement Services

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

Dear Sir:

1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a Standing Offer only and the goods (if any) and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of the 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 Applicant in the event that the 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 for goods (if any) and Services specified in the Order and the Applicant agrees to provide those goods (if any) and Services. The parties agree that the City may not place any Order for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar goods (if any) and Services from any other source.

2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
 - (a) the Request;
 - (b) the scope of Services set out above and in Schedule A to A1 of the Request;
 - (c) the Standing Offer Agreement as Attachment 1 to this Request;
 - (d) this Application;
 - (e) an Order (if any); and
 - (f) other terms, if any, that are agreed to by the parties in writing.

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

4. The Applicant offers to supply to the City of Surrey the Services for the prices plus applicable taxes as follows:

SCHEDULE OF RATES:

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.	
POSITION	Hourly Rate
B.C. Land Surveyor	\$
Junior BC Land Surveyor	\$
Senior Survey Technician	\$
Intermediate Survey Technician	\$
Junior Survey Technician	\$
Equipment and Disbursements Fixed Cost:	\$
Survey Crew	\$
Disbursements – Miscellaneous:	
e.g., Mileage (\$/Km)	\$

Additional Expenses:

The proposed Contract attached as Attachment 1 to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Agreement as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

-
5. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

Experience, Reputation and Resources:

6. Applicant's relevant experience and qualifications in delivering Services similar to those required by the RFA-SOA (use the spaces provided and/or attach additional pages, if necessary):

7. Applicant's should provide references (name and telephone number) (use the spaces The City's preference is to have a minimum of three commercial or government references and should demonstrate the ability of the Applicant to perform jobs similar in scope, size, nature and complexity of this RFA-SOA. Previous clients of the Applicant may be contacted at the City's discretion.

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

9. Applicants should provide the following information on the background and experience of all sub-consultants proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

Description of Services	Sub-Contractors Name	Years of Working with Applicant	Telephone Number and Email

10. **Time.** The Consultant will commence the Services on _____, and will complete the Services on or before _____, or in accordance with the following time schedule:

MILESTONE DATES _____

ACTIVITY	TIME SCHEDULE _____									
	1	2	3	4	5	6	7	8	9	10

10. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Attachment 1. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)

11. The City of Surrey requires that the successful Applicant have the following in place before performing the 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 at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Applicant's Services are subject to GST, the Consultant's GST Number is _____; and

(f) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

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

12. The Applicant acknowledges that the departures it has requested in Sections 10 and 11 of this Application will not form part of the Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.
13. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this _____ day of _____, 202__.

APPLICANT

I/We have the authority to sign on behalf of the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION, LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

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

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

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

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

The Consultant acknowledges having read and understood the information above.

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

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

Project File No.: 1220-060-2020-005

Project Title and Site Location: Land Survey Services

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 2 – CONSULTANT HEALTH & SAFETY EXPECTATION

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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

A common sense approach usually resolves the issue.



GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

- 16. Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
 - g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

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

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

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____