



## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT**

**TITLE: PLUMBING AND MECHANICAL CONTRACTORS**

**REFERENCE No.: 1220-060-2017-005**

### **MINOR REPAIR PROJECTS**

("as and when required" basis)

(GENERAL SERVICES)

**REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT**

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## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT**

### **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 (the “Goods and Services”). The description of the Goods and Services sets out the preferred requirements of the City. A person that submits an Application (the “Applicant”) should prepare an Application that meets the preferred requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the preferred requirements.

The purpose of this Request For Applications for Standing Offer Agreement (the “RFA-SOA”) is to evaluate the capabilities, experience, track record and resources of the Applicants who are interested in pre-qualifying to submit a quotation(s) on the Plumbing and Mechanical Contractors for the City for a term of one-year with an option to extend for up to four (4) additional one-year periods. This RFA-SOA will identify and establish a list of prequalified contractors (2 or more contractors) who will be eligible to support future Plumbing and Mechanical projects at various work locations on an “as and when required” basis for the City’s Parks Division, Park Development Services section.

The process for drawing from the list of qualified contractors will depend on the specific size of the work project. For each engagement a selection process will be followed to ensure the most effective and efficient selection is used to meet the needs of the project. The process is designed to minimize the effort and time required for contractors and the City to finalize a decision on each project sourcing.

The City’s Parks Division, Park Development Services section will at its discretion contact by phone or e-mail one or more contractors on the list of qualified contractors to describe the project requirements, and arrange a viewing, if required. Those prequalified contractors will be invited to either participate in a competitive procurement process or in a direct negotiation. The City’s Parks Division, Park Development Services section will make a decision on the most appropriate contractor to receive the work project and will negotiate any related goods and services. Once details are finalized the City will issue a purchase order. Contractors that were requested to provide a quotation may be notified of the decision including who is the successful contractor.

The City may not necessarily select a contractor offering the lowest rates, and may also review the qualifications or other criteria required for a specific project.

### **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 Goods 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 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 a purchase order for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and 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 and 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 may submit an Application either by email or in a hard copy, as follows:

(a) Email

If the Applicant chooses to submit by email, the Applicant should submit the Application electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto: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 equipment functions properly so that the City receives the Application.

(b) Hard Copy

If the Applicant chooses NOT to submit by email, the Applicant should submit one original unbound Application 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 – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., Canada, V3T 1V8

### **4. DATE**

The City would prefer to receive Applications on or before **July 19, 2017**. 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 Request for Applications for Standing Offer Agreement ("Request") should be directed in writing to the contact person named in Section 3.

## **6. ADDENDA**

If the City determines that an amendment is required to this RFA-SOA, the City will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

## **7. NO CONTRACT**

This RFA-SOA ("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 the Standing Offer Agreement and Schedules A and B 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.

## **8. ACCEPTANCE**

An Application will be an offer to the City which, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. An Application 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 Application by the City may be by fax or email. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Attachment 1 – Standing Offer Agreement.

## **9. 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.

## **10. APPLICANT'S QUALIFICATIONS**

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

## **11. 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.

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

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 on the front page of this Request, at any time prior to the award of a Standing Offer or the cancellation of this Request.

## **13. 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.

## **14. 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.

## 15. PRIVILEGE PROVISIONS

The City reserves the right, at its sole discretion, to:

- (a) Reject any and all Applications, including without limitation the lowest priced Application, even if the lowest priced Application conforms in all aspects with the RFA-SOA;
- (b) Reject any and all Applications for any reason or to accept any Application in whole or in part on the basis of the Applications received which the City, in its sole unrestricted discretion, deems to be the best value for the City;
- (c) Waive minor irregularities and informalities or other deficiencies in any Application at its own discretion;
- (d) Accept or reject any Application that is incomplete or contains exceptions and variations to the terms and conditions of this RFA-SOA;
- (e) Reject any Application at any time prior to execution of a Standing Offer Agreement;
- (f) Not award any Standing Offer Agreements and may elect to cancel this RFA-SOA process at any time before or after "Date" for any reason, and may issue a new competitive solicitation process, and resolicit with or without any change being made or take other actions, as appropriate, if considered in the best interests of the City. The City will not be responsible for any loss, damage, cost or expense incurred or suffered by any Applicant as a result of such cancellation; and
- (g) Negotiate a final Standing Offer Agreement.

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**ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT**

Reference Title: **PLUMBING AND MECHANICAL CONTRACTORS**

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

**REFERENCE No. 1220-060-2017-005**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., Canada, V3T 1V8

(the “**City**”)

**AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Applicant)*

(the “**Applicant**”)

**WHEREAS** the City wishes to engage the Applicant to provide Goods and Services and the Applicant 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 Applicant 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) "Applicant" means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
- (c) "Application" means the application for a Standing Offer attached as Schedule B. to Attachment 1;
- (d) "Calendar Year" means the time period from January 1st to December 31st;
- (e) "City" means the City of Surrey;
- (f) "Fees" means the price quoted by the Applicant and accepted by the City for the performance of the Services, unless otherwise agreed by the parties in writing, and includes all taxes except GST;
- (g) "Goods" means any portion of the equipment or materials (if any) as described generally in Schedule A that the City requests that the Applicant provide;
- (h) "Order" means work requested by the City under this Agreement;



- (i) "Request" means the request for Applications for Standing Offers;
- (j) "Services" means any portion of the services as described generally in Schedule A, to Attachment 1, that the City requests that the Applicant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
- (k) "Standing Offer" means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 2.1;
- (l) "Term" has the meaning described in Section 33; and
- (m) "Year of the Term" as used herein shall mean each twelve-month period commencing on <<insert date>>.

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) Order;
- (b) Standing Offer Agreement;
- (c) the specifications of Goods and scope of Services set out in Schedule A of the Request;
- (d) the Application;
- (e) the Request (RFA-SOA); 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 this Application 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 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 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, for the Goods and Services specified in the Order and the Applicant agrees to provide those Goods and 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 Goods and Services from any other source.

## **3. GOODS AND SERVICES**

3.1 The Applicant covenants and agrees that it will, if ordered by the City, provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications set out in the Order and Schedule A of the Request and as described in the Application.

3.2 The City may from time to time, by written notice to the Applicant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Applicant according to the rates set out in the Application.

- 3.3 The Applicant will, if required in writing by the City, provide additional goods or services as may be listed in the Application. The terms of this Agreement will apply to any additional goods and/or services, and the fees for additional goods and/or services will generally correspond to the fees as described in the Application. The Applicant will not provide any additional goods and/or services in excess of the scope of Services ordered in writing by the City.
- 3.4 The Applicant 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 Applicant's experience and expertise. The Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 3.5 The Applicant 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 Applicant's failure to meet this condition, the Applicant 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 Applicant will be liable for any and all expenses or losses incurred by the City resulting from such failure.
- 3.6 The City, at its sole discretion, may remove a prequalified Applicant from the list of prequalified Applicants. The reasons for the removal of a prequalified Applicant include, but are not limited to:
- (a) consistent failure of a prequalified Applicant to provide quotations resulting from this process; and
  - (b) failure of a prequalified Applicant to meet the overall performance requirements, if any.

#### **4. TIME**

- 4.1 Time is of the essence.

#### **5. FEES**

- 5.1 The City will pay the Fees to the Applicant for the ordered Goods and Services in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Applicant will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

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

## 6. PAYMENT

6.1 Subject to any contrary provisions set out in the Application, the Applicant will submit either a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month or once the Goods and Services have been provided. Invoices must include the Applicant's name, address and telephone number, the City's purchase order number, the Applicant's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Applicant that have performed Services during the previous month; the percentage of Services completed and the Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

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

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

6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Applicant is in any manner released from its obligation to comply with this Agreement.

6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.6 If the Applicant 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 Applicant; or
- (b) the amount required under applicable tax legislation.

- 6.7 If the Applicant 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 receipt of the invoice.
- 6.8 Payments to Applicants can be made through electronic funds transfer (EFT), directly into the Applicant's bank account. An EFT application form will be provided to the successful Applicant for completion.

**Submit Invoices by Email:**

If the Applicant chooses to submit by email, the Applicant must submit the Invoice(s) electronically in a single pdf file (2Mb Maximum) to the City by email at: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

**Submit Invoices by Hard Copy:**

Invoices will be submitted by the Applicant by mail to:

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

**7. USE OF WORK PRODUCT**

- 7.1 The Applicant 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 Applicant.

**8. PERSONNEL AND SUBCONTRACTORS**

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

- 9.1 The Applicant is not and this Agreement does not render the Applicant an agent or employee of the City, and without limiting the above, the Applicant 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 Applicant will make such lack of authority clear to all persons with whom the Applicant deals in the course of providing the Goods and Services. Every vehicle used by the Applicant in the course of providing the Goods and Services shall identify the Applicant by name and telephone number.
- 9.2 The Applicant 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 Applicant performs the Services. The Applicant will determine the number of days and hours of work required to properly and completely perform the Services. The Applicant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 8.1 and 8.3. The Applicant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
- 9.3 The Applicant will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Applicant 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 Applicant.

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

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

## **11. WARRANTIES**

- 11.1 The Applicant 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 Applicant 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 Applicant or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Applicant 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 Applicant within a reasonable time after such discovery, and the Applicant shall then promptly correct such nonconformity at the Applicant's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Applicant's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 11.2 The Applicant warrants and guarantees that Goods 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 supplied under this Agreement.

## **12. INSURANCE AND DAMAGES**

- 12.1 The Applicant 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 Applicant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Applicant or any employee or agent of the Applicant.

- 12.2 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.
- 12.3 The Applicant 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 Applicant, 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 Applicant's 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 Applicant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (c) Applicant's equipment insurance in an all risks form covering construction machinery and equipment used for the provision of the Goods and performance of the Services.
- 12.4 The Applicant 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 Applicant will, on request from the City, provide certified copies of all of the Applicant'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 Applicant will be responsible for deductible amounts under the insurance policies. All of the Applicant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Applicant 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 Applicant acknowledges and agrees that the Applicant 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 Applicant from responsibility for any amounts which may exceed these limits, for which the Applicant may be legally liable.

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

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

### **13. CITY RESPONSIBILITIES**

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

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

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

### **14. DEFICIENCIES**

14.1 The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Applicant of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Applicant. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Applicant, and may be set off against any payments owing by the City to the Applicant.

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



## 15. DEFAULT AND TERMINATION

- 15.1 In the event the Applicant does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Applicant will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
  - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Applicant all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Applicant 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 Applicant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Applicant all amounts owing under this Agreement for Services provided by the Applicant 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 Applicant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Applicant 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 Applicant or receiver or trustee in bankruptcy written notice; or
  - (b) If the Applicant 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 Applicant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Applicant further written notice.
- 15.5 If the City terminates this Agreement as provided by this Agreement then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
  - (b) withhold payment of any amount owing to the Applicant under this Agreement for the performance of the Services;

- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Applicant under this Agreement, and at the completion of the Services pay to the Applicant any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Applicant, charge the Applicant the balance, which amount the Applicant will forthwith pay.

15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Applicant pursuant to this Agreement. The Applicant is to bear all costs including shipping and handling of returned Goods.

## **16. CURING DEFAULTS**

16.1 If the Applicant is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon five (5) days written notice to the Applicant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Applicant. 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 Applicant.

## **17. DISPUTE RESOLUTION**

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

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

17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

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

- 18.1 The Applicant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Applicant. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Applicant will provide the City with the Applicant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Applicant is registered in good standing with the Workers' Compensation Board.
- 18.3 The Applicant agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Applicant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Applicant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule B of this Agreement, and the Applicant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Applicant in this Agreement, the Applicant will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Applicant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Applicant, 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 Applicant or otherwise, any deficiency or immediate hazard.
- 18.7 The Applicant understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous

materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

## **19. BUSINESS LICENSE**

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

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

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

20.2 The City may require that shop drawings be submitted by the Applicant 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 Applicant from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

## **21. COMPLIANCE**

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

21.2 The Applicant 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 Applicant could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **22. JURISDICTION OF COUNCIL**

22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

## **23. WAIVER**

23.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the

terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

## **24. APPLICABLE LAW**

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

## **25. NOTICES**

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

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

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

## **26. MERGER AND SURVIVAL**

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

## **27. CONFLICT OF INTEREST**

27.1 The Applicant must disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees at the time of the application and throughout the terms of the Agreement. The City may rely on such disclosure.

## **28. ENTIRE AGREEMENT**

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

28.2 In the event that the Applicant 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. RATES**

29.1 Rates include all costs (including but not limited to fuel, operator, and equipment). The City will not consider claims for extra payment. Fuel surcharges will not be accepted.

29.2 Hourly rates begin at the arrival on the jobsite. Rates are only applicable from the starting time or when the equipment arrives, if later than the starting time, until the equipment is dismissed.

29.3 If the Applicant arrives on site at the prearranged call out time and must wait for the City crews, equipment or instruction, that is to be deemed "standby" time. Standby time will be paid at regular hourly rates.

## **30. REMOVAL OF STAFF**

30.1 The City may, at its sole discretion request the Applicant to reprimand, or remove any one of the Applicant's employees or sub-contractors for any one or more of the following reasons and the Applicant is to promptly comply with such requests:

- Unfit to work;
- Intoxication;
- Use of foul, profane, vulgar or obscene language or gestures;
- Disrupting work or workers;
- Solicitation of gratuities from any person for services performed;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- Any action that the City may determine constitutes a public nuisance or disorderly conduct; and
- Any other reason considered appropriate, at the sole discretion of the City.

## **31. FAILURE TO ATTEND**

31.1. Applicants are required to attend as per the call out. Failure to attend may result in the Applicant's status being adjusted or cancellation of the Standing Offer Agreement.

## **32. CANCELLATION OF ORDER**

32.1. The City reserves the right to cancel any Service request requested within this Agreement, with no costs incurred by the City, by providing a minimum one hour's notice of such cancellation to the Applicant prior to the start time of the requested Service request. For such requests the City is to contact the Applicant's office or dispatcher directly.

**33. STANDING OFFER TERM**

33.1 This Standing Offer program will be in effect for a period of one (1) year (the “Term”).

33.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Applicant, 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 provision of the Standing Offer Agreement will remain in force, including the Fees, except where amended in writing by the parties.

33.3 All Applicants, new and currently in the program, will be required to re-submit an entire package at the end of the Term in order to be considered for the new Term.

**34. ALLOCATION OF WORK**

34.1 The City will make every reasonable effort to plan project work in advance to provide the Applicant(s) with as much lead time as possible.

34.2 The City reserves the unfettered right to select equipment and/or services based on price, age of equipment, skills and qualifications, resources, availability, response time, references, previous experience, performance or by other means, at the City’s sole discretion.

**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.

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

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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

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

**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)

## SCHEDULE A

### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. SCOPE OF SERVICES

- 1.1 The City is seeking experienced and qualified contractors with proven ability to perform landscape construction, renovation and structural maintenance Services for a wide variety of small to large-scale projects at various locations within the City on an “as and when” required basis. The Goods and Services include without limitation the supply and delivery of material, the provision of skilled labour, and equipment to provide the Goods and perform the Services and other requirements of this RFA-SOA in the City.
- 1.2 The general nature of the Goods and Services to be carried out under the Standing Offer Agreement consists of but is not necessarily limited to the following:
- (a) Hot and cold water distribution systems;
  - (b) Waste drains and vents;
  - (c) Gas piping;
  - (d) Plumbing fixtures;
  - (e) Sanitary sewer piping within building and below grade beyond building;
  - (f) Water supply within building and below grade beyond building;
  - (g) HVAC systems and controls; and
  - (h) Fire protection systems.
- 1.3 The preceding list is provided as a sample of the Services that the Applicant may be required to perform. The City reserves the right to make minor amendments to this list as necessary. The actual Goods and Services required will vary from project to project.
- 1.4 The Contractor will be expected to provide all materials, labour and equipment necessary for meeting the requirements of the individual project or work request. All fixtures, materials and new equipment shall be pre-approved by the City’s Parks Division, Park Development Services section contact prior to commencement of any project. The Contractor will also prior to any projects commencement be required to become familiar with important site-specific standard documents.
- 1.5 Work sites vary and it is not uncommon to move to and from various different work sites throughout the day.
- 1.6 The Contractor should be prepared to submit a list of potential subcontractors for approval by the City prior to the commencement of any project. The Contractor is responsible for supervising and coordinating all Services delegated to the subcontractor(s) and for the proper execution of the Services.



## **2. ALLOCATION OF SERVICES**

- 2.1 Contractors may be allocated Goods and Services depending on the City's needs. The City does not, in any way guarantee work. The allocation of Service assignments will be at the sole discretion of the City and the Contractor 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 Services to a Contractor or to use its own City crew to perform any portion of the Services.
- 2.2 There will be no priority list nor will the City guarantee any Goods and Services to any particular Contractor.

## **3. EQUIPMENT**

- 3.1 The Contractor shall provide at their own expense all of the equipment necessary to provide the Goods and perform the Services.
- 3.2 The Contractor(s) will be required to provide all personal with full personnel protective equipment and accessories during all hours of work, which will included as a minimum:
- (a) two-way radios;
  - (b) high visibility vests, rain gear or other outer garments;
  - (c) arm and wrist bands;
  - (d) gloves;
  - (e) hard hats;
  - (f) safety footwear;
  - (g) safety glasses;
  - (h) ear protection; and
  - (i) first aid kits.
- 3.3 All personal protective equipment must meet or exceed current WorkSafeBC regulations and requirements.

## **4. RESPONSE TIME**

- 4.1 The Contractor is to be available to respond twenty four (24) hours per day, seven (7) days per week, 365 days per year with a preferred four (4) hour minimum response time or better and a one (1) hour response time for emergencies, as determined by the nature of a given situation and/or emergency. The timing for other projects will be as appropriate to the nature of the work assignment and agreed to with the City.

## **5. TRANSPORTATION**

- 5.1 The City will not be responsible for transportation of the Contractor's personnel to and/or from any work site. This includes any transportation required between work sites during the working period.

5.2 Contractor's personnel will not be permitted to ride in or on the City vehicles.

## **6. PERSONNEL HOURLY RATES**

6.1 Rates will be paid on an hourly basis, excluding GST. Except for rates shown in Schedule B, no other rates will be used. The personnel hourly rates shall include all costs, including but not limited to the following:

- (a) the cost of all labour (including operator), materials and equipment;
- (b) overheads covering and not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, sub-contractors, etc.;
- (c) mobilization and demobilization (and include traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- (d) mark-ups and profits; and,
- (e) any other costs and expenses.

6.2 Contractors will only be paid on the basis of productive hours at the job site. Hourly rates begin at the arrival on the job site. Rates are only applicable from the starting time or when the equipment arrives, if later than the agreed upon starting time, until the equipment is finished for the period of time required or dismissed from the job site. Hours worked will not apply to time spent for paid for break periods (e.g. lunch break, washroom breaks, etc.) transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment as this is considered to be overhead and the cost shall be included in the hourly rate bid for basic labour or equipment. Every effort should be made in the scheduling of staff breaks to minimize the disruption of the work, and may be directed by the City. If the Contractor arrives on site at the prearranged call out time and must wait for City forces, equipment or instruction, that is to be deemed to be "standby" time. Standby time will be paid at regular hourly rates.

## **7. SET-UPS AND REMOVALS**

7.1 The Contractor is required at the start of the Services request to set-up all equipment and, if necessary, signage at the work sites. The Contractor shall be responsible for control of traffic at the work site, in accordance with the most recent copy of the Ministry of Transportation and Highways Traffic Control Manual for Works on Roadways and any applicable WorkSafeBC Regulations for Services performed on City Roads. At times when work sites are unmanned, particularly in the night, the work site should be closed off and equipment should be strategically positioned to avoid accidents. For night work, reflective or flashing lights with wands are necessary. All equipment, signs and devices should be removed on the day of the completion of the Service request.

## **8. COMMUNICATIONS**

- 8.1 The Contractor should designate one (1) primary and one (1) back-up person as the Contractor's representatives responsible for the Contractor's work under this Standing Offer.
- 8.2 The Contractor should provide the names and telephone numbers, including emergency/after-hours numbers of such persons and should keep this information current with the City throughout the Standing Offer term.

## **9. CONTRACTORS RESPONSIBILITIES**

- 9.1 Contractors may be suspended or terminated at the sole discretion of the City for any one or more of the following reasons:
- (a) Failure to attend (deliver the promised equipment at the required time and location);
  - (b) Failure to provide certified and trained personnel;
  - (c) Failure to respond to phone calls from the Department Representative;
  - (d) Failure to provide satisfactory equipment;
  - (e) Default or arrears standing at WorkSafe BC;
  - (f) Expired insurance (CGL or Auto); and
  - (g) Expired business license.

**- END OF PAGE -**



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

**Request For Standing Offer Title: PLUMBING AND MECHANICAL CONTRACTORS**

**Request For Standing Offer No.: 1220-060-2017-005**

**APPLICANT:**

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

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

**Business Phone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-mail:** \_\_\_\_\_

**CITY OF SURREY:**

Richard D. Oppelt, Purchasing Manager  
Surrey City Hall  
Finance & Technology Dept. – Purchasing Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue  
Surrey, British Columbia, Canada, V3T 1V8

**Phone:** 604-590-7274

**Fax:** 604-599-0956

**E-mail for PDF Files:** [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

1. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a 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 Applicant 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 for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any Order for Goods and 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 and Services from any other source.
2. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
  - (a) the Request;
  - (b) the specifications set out above and in Schedule A of the Request;
  - (c) Standing Offer Agreement
  - (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 provide to the City of Surrey the all-inclusive labour rates for the Services for the prices plus applicable taxes as follows:

|                                       |  |
|---------------------------------------|--|
| F.O.B. Destination<br>Freight Prepaid | <b>Payment Terms:</b><br>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. |
|---------------------------------------|--|

| <b>TABLE 1: LABOUR RATES FOR REGULAR HOURS</b> |   |  |
|--|---|--|
| <b>Labour Category</b>                         | <b>Regular Hourly Labour Rates Applicants Own Forces (exclude GST).</b> | <b>Regular Hourly Labour Rates for Subcontractor Forces (exclude GST).</b> |
| [STATE]  |   |  |
| [STATE]  |   |  |
| [STATE]  |   |  |
| [STATE]  |   |  |

| <b>TABLE 2: LABOUR RATES FOR OVERTIME HOURS</b> |  |   |
|---|--|---|
| <b>Labour Category</b>                          | <b>Overtime Hourly Labour Rates Applicants Own Forces (exclude GST).</b> | <b>Overtime Hourly Labour Rates for Subcontractor Forces (exclude GST).</b> |
| [STATE]   |  |   |
| [STATE]   |  |   |
| [STATE]   |  |   |
| [STATE]   |  |   |

The tradesman labour rates are all inclusive including, without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, overhead and profit.

Products and materials will be itemized and charged separately.

The tradesman labour rates are to be firm for a period of twenty-four (24) months.

**Table 3: Overtime Rates Apply at What Time?**

Overtime Rates apply at the following time:

Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Monday to Friday; and

Between \_\_\_\_\_ hrs. & \_\_\_\_\_ hrs. Weekends and Holidays.

**Table 4: Emergency Call-Out Rate:**

- (a) Rate for emergency call out is \$ \_\_\_\_\_.
- (b) Minimum charge for an emergency call out is \$ \_\_\_\_\_.
- (c) Trip charge for an emergency call out is \$ \_\_\_\_\_.

**Table 5: Mark-up Percentages:**

- (a) Products and materials markup percentage on cost of materials: \_\_\_\_\_ %
- (b) Rental equipment percentage on cost: \_\_\_\_\_ %
- (c) Subcontractor markup percentage: \_\_\_\_\_ %

**Table 6: Volume Discounts:**

- (a) At what point do volume discounts may apply on the following?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (b) What is the discount? \_\_\_\_\_ %

**Table 7: Response Times**

In addition to regular service, emergency service repairs may be required. Provide the maximum response time for the following:

| Type of Service Required   | Maximum Response Time in Hours |
|--|--------------------------------|
| Regular Service Response Time will be next day:                          |                                |
| Emergency Service Response Time during regular and outside regular hours | Within 1 hour                  |

- 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):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---



---



---

7. Applicant's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). For each reference listed, provide a brief description of the service(s) provided and relevance to the City's requirements. The City's preference is to have a minimum of three references:

**REFERENCE #1:**

|  |  |
|--|--|
| <b>Customer Reference Name:</b>        |  |
| <b>Contact Name:</b>                   |  |
| <b>Title:</b>                          |  |
| <b>Phone:</b>                          |  |
| <b>Email address:</b>                  |  |
| <b>Project Name and Description</b>    |  |
| <b>Year of Project Implementation:</b> |  |

**REFERENCE #2:**

|  |  |
|--|--|
| <b>Customer Reference Name:</b>        |  |
| <b>Contact Name:</b>                   |  |
| <b>Title:</b>                          |  |
| <b>Phone:</b>                          |  |
| <b>Email address:</b>                  |  |
| <b>Project Name and Description</b>    |  |
| <b>Year of Project Implementation:</b> |  |

**REFERENCE #3:**

|  |  |
|--|--|
| <b>Customer Reference Name:</b>        |  |
| <b>Contact Name:</b>                   |  |
| <b>Title:</b>                          |  |
| <b>Phone:</b>                          |  |
| <b>Email address:</b>                  |  |
| <b>Project Name and Description</b>    |  |
| <b>Year of Project Implementation:</b> |  |

8. The Applicant should provide sufficient information that demonstrates the background and experience of all key personnel proposed to provide the Services. The Applicant should ensure that all trades whether own force or subcontract should be Trade Qualification (TQ) certified recognized in the Province of British Columbia (use the spaces provided and/or attach additional pages, if necessary):

**Please summarize the individual's work experience below.**

| <b>Worker's Name &amp; Contact Information</b>  | <b>Work Experience</b> |
|---|------------------------|
| <p><b>Contractor's Project Manager:</b></p> <p>_____</p> <p><i>Insert Name &amp; Contact Numbers</i></p> <p>Office Number _____</p> <p>Emergency Number _____</p> <p>Cell Number _____</p>          |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
| <p><b>Contractor's Alternate Representative:</b></p> <p>_____</p> <p><i>Insert Name &amp; Contact Numbers</i></p> <p>Office Number _____</p> <p>Emergency Number _____</p> <p>Cell Number _____</p> |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |



|  |  |
|--|--|
| <p><b>Site Supervisor:</b></p> <p>_____</p> <p><i>Insert Name &amp; Contact Numbers</i></p> <p>Office Number _____</p> <p>Cell Number _____</p>                                  |  |
| <p><b>Safety Coordinator:</b></p> <p>_____</p> <p><i>Insert Name &amp; Contact Numbers</i></p> <p>Office Number _____</p> <p>Emergency Number _____</p> <p>Cell Number _____</p> |  |

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

| Description of Services | Subcontractor's Name | Years Of Working With Applicant | Telephone Number and Email |
|-------------------------|----------------------|---------------------------------|----------------------------|
|                         |                      |                                 |                            |
|                         |                      |                                 |                            |
|                         |                      |                                 |                            |

10. I/We have reviewed the Standing Offer Agreement 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, Worker's Compensation Registration Number \_\_\_\_\_;
- b) Prime Contractor qualified coordinator is Name : \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- c) Insurance coverage for the amounts required in the Standing Offer 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 [Contractors Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Applicant's Goods and Services are subject to GST, the Applicant'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 Request including without limitation the General Terms and Conditions, submit this Application in response to the Request.

**This Application** is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
**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)