



REQUEST FOR QUOTATIONS

Title: Landscape Maintenance Services - Street Beautification

Reference No.: 1220-040-2019-008

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

This RFQ applies to and governs the preparation of Quotations in response to the RFQ.

1.2 Schedule of Events

The following estimated schedule applies to this RFQ.

| No. | Description | Estimated Dates |
|-----|---------------------------------------|-------------------------------|
| 1 | Issuance of RFQ Documentation | February 14, 2019 |
| 2 | RFQ Date for Submission of Quotations | March 7, 2019 |
| 3 | Commencement of Quotation Evaluation | March 8, 2019 |
| 4 | Interviews and/or Clarifications | To be determined, as required |
| 5 | Selection of Preferred Contractor | Week of March 18, 2019 |
| 6 | Estimated Commencement Date | May 1, 2019 |

The City reserves the right to make changes to the above estimated schedule. All such changes shall be made by an addendum as per Section 5.

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

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

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

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue
Surrey, BC, V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **March 7, 2019**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2019-008

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation

should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;

- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

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DRAFT QUOTATION AGREEMENT

Title: LANDSCAPE MAINTENANCE SERVICES -
STREET BEAUTIFICATION

Reference No.: 1220-040-2019-008

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

RFQ Title: LANDSCAPE MAINTENANCE SERVICES - STREET BEAUTIFICATION

RFQ Reference No.: 1220-040-2019-008

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

BETWEEN:

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

AND:

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

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Department Representative" means the Superintendent, Landscape Operations, or designate, who shall represent the City's Landscape Operations Section for the purposes of this Agreement;
- (f) "Fees" means the price set out in Schedule B for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "Goods" means the equipment or materials (if any) as described generally in Schedule A, A-1, A-2, and A-3, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) "Indemnitees" has the meaning described in Section 12.2;
- (i) "RFQ" means the Request for Quotations;

- (j) "Services" means the services as described generally in Schedule A, A-1, A-2, and A-3 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) "Term" has the meaning described in Section 3.1; and
- (l) "Year of the Term" as used herein shall mean each twelve-month period commencing on **May 1, 2019**.

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

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

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

Schedule A – Specifications of Goods & Scope of Services;
Schedule A-1 – Landscape Maintenance Scope of Services;
Schedule A-2 – Site Lists and Maps;
Schedule A-3 – Time Schedule & Maintenance Specifications Checklist; and
Schedule B – Quotation.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, A-1, A-2, and A-3 and as described in Schedule B.

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

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

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

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

above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on **May 1, 2019** and terminating on **April 30, 2020** (the "Term").
- 3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four additional twelve (12) month renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in Schedule A-3 or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and propose a revised Time Schedule for approval by the Department representative.

5. SUSPENSION OF WORK

- 5.1 The City shall have the right, from time to time, to suspend operations in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Services to be suspended or stopped and is signed by the Department Representative. In the event of such right being exercised so as to cause delay to the Contractor, then an extension of time equal to such delay may be allowed to complete this Agreement, but no such delay shall vitiate or void this Agreement, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond of security for the performance of this Agreement, nor shall the Contractor be entitled to any claim for damages. Upon the Contractor receiving written notice from the City that the suspended operations are to be resumed the Contractor shall forthwith resume the operations.

6. FEES

- 6.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 6.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 6.3 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.

7. PAYMENT

- 7.1 Subject to any contrary provisions set out in Schedule B the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number #**xxxxxx**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 7.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 7.3 The City 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 Contractor until such time as the Contractor provides its final report to the City.
- 7.4 If the Contractor 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.

Invoices will be submitted by the Contractor by mail to:

Name: _____
Address: _____

or sent electronically 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 (to be provided).
- 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.

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

- 7.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

8. USE OF WORK PRODUCT

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

9. PERSONNEL AND SUBCONTRACTORS

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

10. LIMITED AUTHORITY

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

- 10.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 9.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

12. WARRANTIES

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

save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

13. INSURANCE AND DAMAGES

- 13.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 13.2 The indemnities described in Sections 12.2, 13.1 and 22.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 13.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 13.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the

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

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

14. DAMAGE TO PROPERTY

- 14.1 The Contractor shall carry on its operation in such a manner that it does not damage the existing curbs, pavement, ground areas, trees, shrubs, turf, guardrail, utilities, delineators, irrigation systems or other existing structures.
- 14.2 In the event damage occurs by reason of providing the Services, the Contractor shall replace or repair same at its own expense and as directed by the City.
- 14.3 The Contractor has the option to make the repairs under the guidance of the City; or the City will make the repairs and back bill the Contractor for labour, materials and overheads.

15. CITY RESPONSIBILITIES

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

16. CONTRACTOR RESPONSIBILITIES

- 16.1 Subject to any limitation set forth herein, the Contractor shall have complete control of the Services and shall effectively direct and supervise all work and activities associated herewith, using their best skill and attention, and shall be solely responsible for all safety, methods, techniques, sequences and procedures and for coordinating parts of the Services.
- 16.2 The Contractor shall:
- (a) carry out its obligations and duties and provide the scheduled Services as specified in Schedule A with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this Agreement and at all times act in accordance with all applicable professional standards, principles and practices;
 - (b) provide all labour, materials, tools, equipment, transportation, hauling, dumping, and all other items necessary for the proper performance of the Services;
 - (c) provide a supervisor, who will be responsible for the overall management and coordination of the Services;
 - (d) ensure that all personnel are able to speak, read and write in the English language;
 - (e) perform the Services at such times as are directed or required by the City;
 - (f) have regard to such requirements as may be conveyed to it by the Department Representative and shall comply with all reasonable directions of the Department Representative;
 - (g) obtain and maintain permits that are required;
 - (h) comply with and ensure that the Contractor's agent(s) and employees comply with the terms and conditions of this Agreement; and
 - (i) not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative.
- 16.3 Contractor Warranties

The Contractor represents and warrants to the City that:

- (a) The Contractor has the power and authority to enter into and perform the Agreement;
- (b) This Agreement, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms;
- (c) The Contractor shall perform the Services with all due care and skill in accordance with the highest professional standard, principles and practices;
- (d) All personnel shall at all times be fully qualified competent and current with any necessary licenses to perform the Services; and
- (e) The Contractor or its agent has inspected the work site affected by the Agreement and that it is not entitled to additional compensation for its failure to accurately account for all Service required to be performed.

17. PROBATIONARY PERIOD

- 17.1 Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that the Contractor will be subject to a probationary period of six (6) months. Conditional on satisfactory performance of the Services, such acceptance of the Contractor shall occur after the probationary period. In the event the Contractor's performance is unsatisfactory as determined by the City, during the first six (6) months of the Term, this Agreement may be terminated at the sole discretion of the City.

- 17.2 The City reserves the right to extend the probationary period when insufficient data exists to determine acceptance of the Contractor.

Refer to Schedule C - Contractor Performance Assessment Report.

18. INSPECTION AND CORRECTION OF DEFICIENCIES

- 18.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 18.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.
- 18.3 The Department Representative may complete monthly performance reviews using the form referred to in **Schedule C - Contractor Performance Assessment Report** to inspect the Contractor's performance of the Services and review whether the Services supplied by the Contractor is adequate in all respects and in conformity with the requirements.
- 18.4 If, in the opinion of the Department Representative the Contractor is not meeting the requirements of the Agreement, **deficiency notices** shall be included within the monthly performance evaluations.
- (a) Performance evaluation deficiency corrections must be initiated within 24 hours by providing the Department Representative in writing, a completion timeline for approval.
 - (b) The Contractor must confirm in writing when the deficiencies are corrected.
- 18.5 For any deficiency that the City determines as requiring immediate correction, a deficiency notice will be issued and the Contractor will have two (2) hours from time of notice to initiate corrective action in any specific instance. Completion of the corrected deficiency must be confirmed.
- 18.6 In the event the Contractor has not initiated corrective action for the Service(s) described within the deficiency notice(s) within the specified time frames, has not completed the corrective action within the approved completion timeline or not completed the Services to the City's satisfaction, the City has the right to immediately complete the work to its satisfaction, through use of City employees, other contractors, subcontractors or agents at a rate equal to the City employee's hourly rate plus twenty percent (20%) for City administrative costs, or through use of outside contractor(s) at the rate charged to the City plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.
- 18.7 Failure to correct a deficient item of work or other contractual requirement, within the established time period, or four deficiency notices in a thirty (30) day period and in accordance with Agreement requirements shall constitute a valid **deficiency claim** and

cause the City to issue a written notice to the Contractor. The deficiency claim shall describe each item of work that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, it shall notify the Contractor of dates of all previous valid deficiency claims issued under the Agreement and describe the consequences should additional valid deficiency claims be issued. Issuance of three (3) valid deficiency claims in a sixty (60) day period or a total of seven (7) valid deficiency claims in a six (6) month period will be grounds for the City to declare the Contractor in default and cancel the Agreement.

- 18.8 Any inspections carried out by the City do not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Agreement, from making its own inspections, and otherwise ensuring that the Services are being performed in full conformity with all terms and conditions of the Agreement.
- 18.9 The Department Representative shall make the final decision as to whether or not any Service has been satisfactorily performed.
- 18.10 If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes at their own cost.
- 18.11 The City may use the reviews, notices and claims for evaluation of the Contractor's performance in the assessment of future procurement opportunities.
- 18.12 The Contractor further agrees that neither the Contractor nor any other person shall have any claim against the City, or employees, or agents of the City under any circumstances as a result of the preparation and use of the monthly deficiency notices or deficiency claims.

19. DEFAULT AND TERMINATION

- 19.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
 - (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 19.2 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.
- 19.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in

its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

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

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice; or
- (c) Issuance of three (3) valid deficiency claims in a sixty (60) day period or a total of seven (7) valid deficiency claims in a six (6) month period will be grounds for the City to declare the Contractor in default and cancel the Agreement.

19.5 If the City terminates this Agreement as provided by Section 19.4 then the City may:

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

20. CURING DEFAULTS

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

21. DISPUTE RESOLUTION

- 21.1 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.
- 21.2 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.

- 21.3 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.
- 21.4 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.

22. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 22.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City 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.
- 22.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 22.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 22.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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.
- 22.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

- 22.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 22.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

23. BUSINESS LICENSE

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

24. GENERAL PROVISIONS FOR GOODS

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

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

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

25. COMPLIANCE

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

26. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 26.1 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.
- 26.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

27. WAIVER

- 27.1 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.

28. APPLICABLE LAW

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

29. NOTICES

- 29.1 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 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.
- 29.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

30. MERGER AND SURVIVAL

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

31. FUEL EMISSIONS DATA

- 31.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as “Traditional Services” in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:
- Type of vehicle/vehicle class used to deliver the contracted services;
 - Type of fuel consumed by each vehicle class; and
 - Litres of fossil fuels consumed in relation to the service delivered under the Agreement.
- 31.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the Agreement, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>.

32. NON ROAD DIESEL ENGINE EMISSION REGULATION

- 32.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver’s Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:
- provide required information (machine/engine/company details),
 - pay fees, and
 - label machines with Metro Vancouver issued registration number.
- 32.2 Other important information:
- Non-road Tier 1 engines must be registered and pay fees to operate,
 - Failure to comply with the Bylaw may result in fines up to \$200,000, and
 - 80% of fees paid into the program can be recovered.
- 32.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.
- 32.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

33. ENTIRE AGREEMENT

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

Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

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

34. SIGNATURE

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

35. ENUREMENT

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

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

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)

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

<<NAME OF CONTRACTOR>>

by its authorized signatory(ies):

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

- 1.1 The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for **Landscape Maintenance Services - Street Beautification** and any other requirements as further described in this Schedule A.

2. SCOPE OF SERVICES

- 2.1 The primary obligation of the Contractor is to provide Landscaping Maintenance Services for high-visibility horticultural areas meeting the requirements specified in Schedule A, A-1, A-2, and A-3. General maintenance standards, as a minimum, include all applicable codes, regulations and safety requirements.
- 2.2 The Contractor shall provide everything needed to meet all the requirements of the landscape maintenance agreement including, without limitation, any and all labour, materials, tools, equipment, permits, traffic control and transportation to faithfully perform and provide the Services in Schedule A, A-1, A-2, and A-3. All Services must be performed to the complete satisfaction of the City.

3. STANDARD OF WORK

- 3.1 All work shall be performed in a professional manner and in accordance with good trade practice based on the *BC Landscape Standard*, and must be continually acceptable to the City.
- 3.2 All labour and supplies shall continually conform to the recognized standards accepted by applicable industry trade associations, and to the most current applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. The Contractor shall be responsible for all costs associated with applying for and adhering to these codes, by-laws, regulations, permits and requirements.
- 3.3 The Contractor shall have a good working knowledge of these codes, by-laws, regulations, permits and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. Any and all changes to these codes, by-laws, regulations, permits and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 3.4 The Contractor is responsible for applying and adhering to all required permits.
- 3.5 The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested in accordance with good industry practice.
- 3.6 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability.

4. SAFETY

- 4.1 The Contractor shall immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage and/or potential for injuries. After regular working hours, (7:00 am – 3:30 pm) emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.
- 4.2 In the event of any incidents, altercations or accidents involving the public, Contractor employees or City employees, the Contractor will notify the City immediately, and follow up in writing by 10:00 am the next calendar day. The City may require a detailed written incident report from the Contractor describing the hazard, unsafe working condition or incident.
- 4.3 The Contractor should conduct its operations to offer the least possible disruption and inconvenience to the public. The Contractor must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.
- 4.4 The Contractor's employees may not use City property for personal use.
- 4.5 Smoking is not permitted in any City Building or Park.

5. SCHEDULE OF WORK

- 5.1 All sites must be fully Serviced as per the Time Schedule as stated in Schedule A-3. All Services must occur within the specified 14 day service date windows. Where extra Services are requested, the Time Schedule will remain intact unless otherwise requested by the Department Representative.
- 5.2 If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule for the City to review and approve.
 - a. **Notwithstanding anything to the contrary contained in this Agreement, failure to follow the Time Schedule or provide an alternative Time Schedule for approval may result in a deficiency notice and may result in a \$100 fine per occurrence.**
- 5.3 The Contractor must be prepared to adjust its Time Schedule to accommodate organized events and festivals at no cost to the City.
- 5.4 The City reserves the right to set a priority Time Schedule indicating the order that locations must be Serviced.
- 5.5 The City reserves the right to alter the frequency of any Service, or the number of sites to be Serviced without penalty.

6. REPORTING

- 6.1 The Contractor is required to electronically document all completed Services. An approved application, compatible with Apple iOS and Android operating systems, will be

provided by the City for streamlined documentation of all service reports. At every Service, GPS location services must be activated and the application's brief administrative fields must be fully filled out to accurately record the completion of each Service, confirm Service location, record Service details and report any issues.

- a. **Notwithstanding anything to the contrary contained in this Agreement, failure to fully complete required fields within the application or use the GPS location services to confirm Service completion at the correct location may result in a deficiency notice and non-payment, or a portion thereof, for the Service.**

7. CONTRACTOR'S PERSONNEL

- 7.1 The Contractor will supply sufficient labour and on-site supervision to adequately perform the Services and meet the Time Schedule. All personnel performing the Services should meet the following minimum qualifications and standards:
 - be qualified through training & experience to complete the Services and operate the Contractor's equipment;
 - be licensed to operate said equipment; and
 - be conversant in English, both oral and written.
- 7.2 The Contractor's personnel's attire will be of a standard acceptable to the City. Acceptable attire is defined as a clean, long or short-sleeved shirt, worn with pants that provide a professional appearance and adequate safety. The Contractor is responsible for all aspects of attire worn by its staff.

8. CONTRACTOR'S VEHICLES AND EQUIPMENT

- 8.1 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information. All of the Contractor's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor shall arrange for reserve equipment, with always the intent to maintain the Time Schedule. Vehicles used in the performance of the Services shall be identified on both sides with the full company name, telephone number and ID/ unit number. This must be fully legible and displayed in a professional manner.
 - a. **Notwithstanding anything to the contrary contained in this Agreement, there may be a deficiency notice issued and a deduction of \$100 per occurrence for any day when the Contractor's vehicle is not meeting these requirements.**
- 8.2 A list with photo documentation of vehicles used for all Services must be submitted to the Department Representative, providing the make, model, colour, unit number and license plate number 2 (two) weeks prior to Services commencing. As additional vehicles are added for any Services, the City must be provided with the updated information prior to their start date.

- a. **Notwithstanding anything to the contrary contained in this Agreement, failure to provide a full documentation for each service vehicle within the required time frame may result in a deficiency notice and may result in a \$100 fine per week overdue.**

8.3 The Contractor shall equip all staff performing the Services with an internet-capable, mobile device (Apple iOS or Android) with a data connection for Service reporting through an administrative and inspection application.

9. COMMUNICATION

9.1 The Contractor should be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations must be followed up with written communication. Minimally, the Contractor shall provide a contact number and answering service available 24 hours a day, 7 days a week in order to receive Service requests from City staff.

9.2 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor shall not change the primary point of contact without written authorization from the City. Contractor will also designate a backup point of contact in the event the primary is not available.

9.3 The Contractor must respond to City requests for time-sensitive and emergency Services within two (2) hours, and general inquiries within twenty-four (24) hours unless otherwise stipulated in the Agreement.

9.4 In the event of a problem or potential problem that may impact the quality or quantity of work, Services, or the level of performance, the Contractor shall notify the City **immediately** in writing and by telephone.

10. LOST PROPERTY

10.1 The Contractor is to develop and implement a process and procedure for receiving and maintaining any lost property of value found during the performance of the Services. The Contractor is required to secure the handling of valuables and the disposition of these valuables to the City within 24 hours of the Contractor finding such items.

10.2 The City will process the recovery of lost items, and if possible determine their rightful owners, and the disposition of unclaimed articles through the City's auction process.

11. INCLEMENT WEATHER

11.1 While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal Time Schedule. The Contractor should not perform any suspended work without written authorization from the City.

11.2 While work is suspended due to inclement weather conditions, the Contractor should maintain readiness to resume work when conditions become favorable enough to proceed.

11.3 If the Contractor deems work cannot be completed as per the Time Schedule due to inclement weather, the Contractor must contact the City within 24 hours and provide an alternative Time Schedule for approval.

- a. **Notwithstanding anything to the contrary contained in this Agreement, failure to contact the City regarding the delay and or to provide an alternative Time Schedule for approval may result in a deficiency notice and may result in a \$100 fine per incident.**

12. ENVIRONMENTAL PROTECTION

12.1 The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City Acts and by-laws Waste Management Act and any other applicable acts and/or City Bylaws in respect to air, earth and water pollutants.

13. TRAFFIC MANAGEMENT

13.1 The Contractor is responsible for all traffic control services, including procurement of all required permits. The Contractor is responsible for continually adhering to all procedures and practices included, but not limited to, all applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements.

13.2 All costs involved in respect to the above Traffic Management requirements will be deemed to be included in the Total Quotation Price.

- END OF PAGE -

SCHEDULE A-1

LANDSCAPE MAINTENANCE SCOPE OF SERVICES

A. HORTICULTURAL BEDS:

1. **Litter & Debris Control:** On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all horticultural areas within the contracted site. All material is to be disposed of off-site in an acceptable manner.
2. **Weed Control:** On each visit the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides and/or herbicides is not permitted. All planted areas must be weed free after each visit.
3. **Bed Surfaces:** All bed surfaces are to be raked at each service to maintain a fresh appearance and remove foreign materials.
4. **Pruning:** Pruning must be in accordance with established horticultural practice and in relation to the intended function of the planting. **Direct, on-site supervision by a certified horticultural technician is required for all pruning. Trees are excluded from all pruning services (unless otherwise specified on site map).**
 - (a) Any plant material that extends beyond the hort bed edge is to be removed on each service visit.
 - (b) Plant material must be pruned to keep clear of any roadways, service boxes, fire hydrants and signage at all times.
 - (c) Dead plants and broken branches are to be removed on each service visit. Broken tree branches (attached) must be reported; broken tree branches (detached) are not to be removed.
 - (d) Herbaceous perennials and bulbs shall have dead leaves and spent flower heads removed at ground level.
5. **Seasonal Pruning:** Seasonal Pruning must be completed annually (one per year) for Package A sites and bi-annually (twice per year) for Package B sites. Pruning must be in accordance with established horticultural practice and in relation to the intended function of the planting. Direct, on-site supervision by a certified horticultural technician is required for all pruning. Trees are excluded from all pruning services.

Package A – Annual Seasonal Pruning Services: Nov 1-15

Package B – Bi-Annual Seasonal Pruning Services: June 1-15 & Nov 1-15

- (a) All plant material (trees are excluded **unless otherwise specified on site maps**) is to be pruned to provide a consistent look across the hort bed.
- (b) All plant material must be pruned with final height chosen based on plant health and best trade practice, **unless otherwise specified on site maps**.
- (c) The City reserves the right to specify pruning height per individual site without penalty.
- (d) Plants are not to be pruned individually, but as groups to encourage "planting blocks". The "planting blocks" must be pruned to keep separation by species.
- (e) Plant material that naturally remains low in height shall have spent flower heads sheared (example: Lavender).

B. HARD SURFACES:

1. **Litter Control:** On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all hard surface areas extending three (3) meters from the edge of the hort bed. All material is to be disposed of off-site in an acceptable manner.
2. **Weed Control:** On each visit, the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides and/or herbicides is not permitted. Weed removal extends to all hard surfaces three (3) meters from the edge of the hort bed.

C. TURF AREAS:

1. **Litter Control:** On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all turf areas extending three (3) meters from the edge of the hort bed. All material is to be disposed of off-site in an acceptable manner.
2. **Turf Edging:** All turf borders are to be continually maintained for neat appearance.

- END OF PAGE -

SCHEDULE A-2

SITE LISTS AND MAPS

1. SITE LISTS

- 1.1 The Contractor is to provide the Services as stated in Schedules A and A-1 in accordance with the Time Schedule as stated in Schedule A-3 to the following sites:

| Package | Address | Bed Reference # | Area (m2) |
|---------|--------------------------------------|-----------------|-----------|
| A | 22a Ave - 167 St to 168 St | 125-04 | 522 |
| A | 23 Ave - 164a St to 165 St | 125-05 | 325 |
| A | 108 Ave & Ferguson Diversion | 013-02 | 264 |
| A | 108 Ave & Whalley Blvd | 012-01 | 176 |
| A | 144 St - 75a Ave to 76a Ave | 052-13 | 327 |
| A | 144 St - 83 Ave to 84 Ave | 043-08 | 211 |
| A | 144 St - 88 Ave to 89a Ave | 032-01 | 2184 |
| A | 151a St & 74 Ave, along 152 St | 053-07 | 107 |
| A | 152 St - 81 Ave to 81a Ave | 044-02 | 349 |
| A | 152 St - 82a Ave to 83a Ave | 044-03 | 578 |
| A | 152 St - Ferguson Diversion to Hwy 1 | 013-01 | 188 |
| A | 168 St - 82 Ave to 83a Ave | 046-06 | 272 |
| A | 168 St - 83 Ave to 84 Ave | 045-13 | 200 |
| A | 168 St - 84a Ave to 85a Ave | 045-09 | 311 |
| A | 168 St - Greenaway Dr to 86 Ave | 046-07 | 211 |
| A | 192 - 32 Ave to 33 Ave | 108-01 | 620 |
| A | 192 - 33 Ave to 34a Ave | 108-04 | 418 |
| A | 10177 168 St | 025-01 | 752 |
| A | Edgewood Dr - 167 St to 21 Ave | 125-06 | 102 |
| A | 13374 King George Blvd | 011-17 | 210 |
| A | King George Blvd - 128a St to 129 St | 001-08 | 474 |
| A | King George Blvd - 129 St to 131 St | 001-09 | 465 |
| A | King George Blvd & 108 Ave | 012-04 | 182 |
| A | King George Blvd & 128 St | 001-07 | 453 |
| A | Oak Meadows Dr - 23a Ave to 23 Ave | 125-03 | 356 |
| B | 144 St - 90 Ave to 91 Ave | 032-02 | 267 |
| B | 148 St - 20 Ave to 21a Ave | 123-29 | 639 |
| B | 148 St - 21a Ave to 23 Ave | 123-30 | 1243 |
| B | 152 St - 68a Ave to 69 Ave | 063-10 | 187 |
| B | 152 St - 69 Ave to 70a Ave | 063-11 | 511 |
| B | 152 St - 70a Ave to 72 Ave | 063-05 | 528 |
| B | 154 St - 108 Ave to 110 Ave | 014-16 | 377 |

2. MAPS

- 2.1 Maps for the above noted site lists may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below. Printing will be the sole responsibility of the Contractor.

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit "enter".

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login".

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Folder: 1220-040-2019-008

- END OF PAGE -

SCHEDULE A-3
TIME SCHEDULE & SPECIFICATIONS OF SERVICES CHECKLIST

The Contractor is to provide the Services as stated in Schedules A, A-1, and A-2 in accordance with the following Time Schedule:

| Areas & Functions | Annual Services | | | | Comments |
|---------------------------------|-----------------|-----------|----------|----------|---|
| | March 1-15 | June 1-15 | Aug 1-15 | Nov 1-15 | |
| A. HORTICULTURAL BEDS | | | | | |
| 1) Litter & Debris Control | x | x | x | x | |
| 2) Weed Control | x | x | x | x | |
| 3) Bed Surfaces | x | x | x | x | |
| 4) Pruning | x | x | x | x | |
| 5) Seasonal Pruning - Package A | | | | x | Seasonal Pruning to be completed once annually |
| 6) Seasonal Pruning - Package B | | x | | x | Seasonal Pruning to be completed twice annually |
| 7) Reporting | x | x | x | x | |
| B. HARD SURFACES | | | | | |
| 1) Litter & Debris Control | x | x | x | x | |
| 2) Weed Control | x | x | x | x | |
| B. TURF AREAS | | | | | |
| 1) Litter & Debris Control | x | x | x | x | |
| 2) Turf Edging | x | x | x | x | |

- END OF PAGE -



SCHEDULE B - QUOTATION

RFQ Title: **LANDSCAPE MAINTENANCE SERVICES - STREET BEAUTIFICATION**

RFQ No: 1220-040-2019-008

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

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

Section

Requested Departure(s) / Alternative(s)

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

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

Workers' Compensation Registration Number _____;

- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;

- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);

- (d) City of Surrey or Intermunicipal Business License: Number _____;

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

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

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments:

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

| SUMMARY OF PRICES CURRENCY: Canadian | |
|--|---------------|
| Title | Amount |
| Package A | \$ |
| Package B | \$ |
| Subtotal: | \$ |
| GST 5% | \$ |
| TOTAL QUOTATION PRICE | \$ |

Note: Overheads, General Conditions and Profit are to be included in the above amounts.

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.

- END OF PAGE -

PACKAGE A

| Site Addresses | Bed Ref # | Area (m2) | Service: March 1-15 | Service: June 1-15 | Service: August 1-15 | Service 4 Nov. 1-15 *includes Seasonal Pruning Service | Total Amount: |
|---|----------------------|----------------------|--------------------------------|-------------------------------|---------------------------------|---|----------------------|
| 22a Ave - 167 St to 168 St | 125-04 | 522 | \$ | \$ | \$ | \$ | \$ |
| 23 Ave - 164a St to 165 St | 125-05 | 325 | \$ | \$ | \$ | \$ | \$ |
| 108 Ave & Ferguson Diversion | 013-02 | 264 | \$ | \$ | \$ | \$ | \$ |
| 108 Ave & Whalley Blvd | 012-01 | 176 | \$ | \$ | \$ | \$ | \$ |
| 144 St - 75a Ave to 76a Ave | 052-13 | 327 | \$ | \$ | \$ | \$ | \$ |
| 144 St - 83 Ave to 84 Ave | 043-08 | 211 | \$ | \$ | \$ | \$ | \$ |
| 144 St - 88 Ave to 89a Ave | 032-01 | 2184 | \$ | \$ | \$ | \$ | \$ |
| 151a St & 74 Ave, along 152 St | 053-07 | 107 | \$ | \$ | \$ | \$ | \$ |
| 152 St - 81 Ave to 81a Ave | 044-02 | 349 | \$ | \$ | \$ | \$ | \$ |
| 152 St - 82a Ave to 83a Ave | 044-03 | 578 | \$ | \$ | \$ | \$ | \$ |
| 152 St - Ferguson Diversion to Hwy 1 | 013-01 | 188 | \$ | \$ | \$ | \$ | \$ |
| 168 St - 82 Ave to 83a Ave | 046-06 | 272 | \$ | \$ | \$ | \$ | \$ |
| 168 St - 83 Ave to 84 Ave | 045-13 | 200 | \$ | \$ | \$ | \$ | \$ |
| 168 St - 84a Ave to 85a Ave | 045-09 | 311 | \$ | \$ | \$ | \$ | \$ |

| PACKAGE A | | | | | | | |
|--------------------------------------|-----------|-----------|---------------------|--------------------|----------------------|---|---------------|
| Site Addresses | Bed Ref # | Area (m2) | Service: March 1-15 | Service: June 1-15 | Service: August 1-15 | Service 4 Nov. 1-15 *includes Seasonal Pruning Service | Total Amount: |
| 168 St - Greenaway Dr to 86 Ave | 046-07 | 211 | \$ | \$ | \$ | \$ | \$ |
| 192 St - 32 Ave to 33 Ave | 108-01 | 620 | \$ | \$ | \$ | \$ | \$ |
| 192 St - 33 Ave to 34A Ave | 108-04 | 418 | \$ | \$ | \$ | \$ | \$ |
| 10177 168 St | 025-01 | 752 | \$ | \$ | \$ | \$ | \$ |
| Edgewood Dr - 167 St to 21 Ave | 125-06 | 102 | \$ | \$ | \$ | \$ | \$ |
| 13374 King George Blvd | 011-17 | 210 | \$ | \$ | \$ | \$ | \$ |
| King George Blvd - 128a St to 129 St | 001-08 | 474 | \$ | \$ | \$ | \$ | \$ |
| King George Blvd - 129 St to 131 St | 001-09 | 465 | \$ | \$ | \$ | \$ | \$ |
| King George Blvd & 108 Ave | 012-04 | 182 | \$ | \$ | \$ | \$ | \$ |
| King George Blvd & 128 St | 001-07 | 453 | \$ | \$ | \$ | \$ | \$ |
| Oak Meadows Dr - 23a Ave to 23 Ave | 125-03 | 356 | \$ | \$ | \$ | \$ | \$ |
| Subtotal Package A: | | | | | | | \$ |

(Carry Subtotal Package A Total Amount forward to Package A on the Summary of Prices)

| PACKAGE B | | | | | | | |
|-----------------------------|-----------|-----------|---------------------|--|----------------------|---|--------------------|
| Site Addresses | Bed Ref # | Area (m2) | Service: March 1-15 | Service: June 1-15 *includes Seasonal Pruning Service | Service: August 1-15 | Service 4 Nov. 1-15 *includes Seasonal Pruning Service | Annual Site Total: |
| 144 St - 90 Ave to 91 Ave | 032-02 | 267 | \$ | \$ | \$ | \$ | \$ |
| 148 St - 20 Ave to 21a Ave | 123-29 | 639 | \$ | \$ | \$ | \$ | \$ |
| 148 St - 21a Ave to 23 Ave | 123-30 | 1243 | \$ | \$ | \$ | \$ | \$ |
| 152 St - 68a Ave to 69 Ave | 063-10 | 187 | \$ | \$ | \$ | \$ | \$ |
| 152 St - 69 Ave to 70a Ave | 063-11 | 511 | \$ | \$ | \$ | \$ | \$ |
| 152 St - 70a Ave to 72 Ave | 063-05 | 528 | \$ | \$ | \$ | \$ | \$ |
| 154 St - 108 Ave to 110 Ave | 014-16 | 377 | \$ | \$ | \$ | \$ | \$ |
| Subtotal Package B: | | | | | | | \$ |

(Carry Subtotal Package B Total Amount forward to Package B on the Summary of Prices)

SECTION B-3

Key Personnel & Sub-Contractors:

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

Key Personnel

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

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

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

SECTION B-4

Experience and References:

13. Contractor's should provide information on their relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

14. Contractor's should provide information on their relevant references (name and telephone number). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion (use the spaces provided and/or attach additional pages, if necessary):

15. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective (use the spaces provided and/or attach additional pages, if necessary):

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

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

☐ Applicable as follows ☐ Not applicable to this project

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

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

This Quotation is offered by the Contractor this _____ day of _____, 201__.

CONTRACTOR

I/We have the authority to bind the Contractor:

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

| | | | | | |
|---------------------|----------|----------|------------------|----------|----------|
| Probationary period | Pass [] | Fail [] | Contract renewal | Pass [] | Fail [] |
|---------------------|----------|----------|------------------|----------|----------|

Period Report from _____ to _____

| | |
|-----------------------------|---------------------------|
| Contractor name: | |
| Contract description: | |
| Contract reference number: | Contract value: |
| Contract start date: | Contract completion date: |
| Name and title of assessor: | |

RATING SCALE (enter score from 0-4 in Contractor Evaluation on following page):

Exceptional (4):

- performance meets contractual requirements and exceeds to City's benefit
- few minor problems for which corrective actions taken by contractor were highly effective
- no delays in performance or delivery, no cost issues, no quality problems, and responses to inquiries and technical/administrative/service issues were effective and responsive

Very Good (3):

- performance meets contractual requirements and exceeds some to City's benefit
- some minor problems for which corrective actions taken by the contractor were effective
- quality non-conformances, cost issues, and performance or delivery delays do not impact achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were usually effective and responsive.

Satisfactory (2):

- performance meets contractual requirements
- some minor problems for which corrective actions were taken and appear or were effective
- non-conformance(s), cost issues, and performance or delivery delays require minor City resources to ensure achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were somewhat effective and responsive

Marginal (1):

- performance does not meet all contractual requirements
- serious problem(s) for which the contractor has not yet identified corrective actions
- contractor's proposed actions appear only marginally effective or were not fully implemented
- non-conformance(s), cost issues, and performance or delivery delays require major City resources to ensure achievement of contract requirements
- responses to inquiries and technical/service/administrative issues were marginally effective and responsive.

Unsatisfactory (0):

- performance does not meet most contractual requirements and recovery is not likely in a timely manner
- serious problems for which the contractor's corrective actions appear or were ineffective
- non-conformances, cost issues, and performance or delivery delays are compromising the achievement of contract requirements despite use of City resources
- responses to inquiries and technical/service/administrative issues were not effective and responsive

ONCE COMPLETED, EMAIL THIS FORM TO PURCHASING@SURREY.CA.

| CONTRACTOR EVALUATION (Summarize contractor performance and indicate the performance rating for the following areas): | Past Rating: | Current Rating: |
|--|---------------------|------------------------|
| A. Quality/Technical Performance Assess contractor's conformance to contract requirements, specifications, contract clauses pertaining to technical requirements, standards of good workmanship (e.g. commonly accepted technical or professional standards), and accuracy of reports as well as technical excellence | | |
| B. Timeliness of Performance Assess timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc. Assess contractor's adherence to required delivery schedule by assessing contractor's efforts during the assessment period that contribute to or effect the schedule variance. Also consider: is the contractor reliable and responsive to technical direction? | | |
| C. Cost Control Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Also consider: was the work performed within budget? Were invoices and billings current, accurate and complete? Were change orders or add-ons issued? | | |
| D. Business Relations Assess timeliness, completeness, and quality of problem identification, corrective action plans, proposal submissions, and contractor's history of reasonable and cooperative behaviour. Assess contractor's success with timely award and management of sub-contracts. Assess extent to which the contractor discharges its responsibility for integration and coordination for all activity needed to execute the contract. Also consider: responsiveness to contract requirements, professional correspondence and administration, prompt notification of problems, flexibility, cooperativeness, and proactive contractor recommended solutions. | | |
| E. Management of Key Personnel Assess contractor's performance in selecting, retaining, supporting, and replacing (when necessary) key personnel. | | |
| Mean Score (add the numerical ratings and divide by 5): | | |

| |
|---|
| Comments and/or Recommendations (MUST be provided for any score 2 or lower): |
| A. |
| B. |
| C. |
| D. |
| E. |



IMPORTANT: This CPAR form may be subject to Freedom of Information (FOI) requests and its contents discussed with the contractor as a form of feedback. The CPAR should reflect the public nature of the document. Submit the completed CPAR form to the Purchasing Section to keep on file.

SCHEDULE D
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

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

As a Contractor signing this Prime Contractor Designation form with the 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 Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2019-008

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance 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.

SCHEDULE E

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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.**

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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: _____