



REQUEST FOR QUOTATIONS

Title: Christmas Tree Assembly Service

Reference No.: 1220-040-2017-106

FOR THE SUPPLY OF GOODS AND 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/or services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and two (2) copies (three (3) in total) which should be delivered to the City at the office of:

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

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

3. DATE

The City would prefer to receive Quotations on or before **September 11, 2017**. 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: 1220-040-2017-047

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

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.

14. BRAND NAMES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.



DRAFT QUOTATION AGREEMENT

Title: Christmas Tree Assembly Service

Reference No.: 1220-040-2017-106

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: Christmas Tree Assembly Services

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

AGREEMENT No.: 1220-040-2017-106

BETWEEN:

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

AND:

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

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Schedule B to Attachment 1, which the Contractor incurs in providing the Goods and Services;
- (e) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnities" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (j) "Term" has the meaning described in Section 3.1; and
- 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 – General Service Standards
 - Schedule A-2 – 2017-2018 Service Schedule
 - Schedule A-3 – Tree Assembly Instructions
 - Schedule A-4 – Tree Frame Assembly Process
 - 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", to Attachment 1, and as described in Schedule B, to Attachment 1.
- 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, to Attachment 1.
- 2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 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 November 01, 2017 and terminating on October 31, 2018 (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 separate one-year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

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 Schedules "A", "A-1" & "A-2", 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. FEES AND DISBURSEMENTS

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

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number <insert purchase order or contract reference number> , the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

- 6.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.4 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; and
- 6.5 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.
- 6.6 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 6.7 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca

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

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of City 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.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

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

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.

- Incomplete invoices will be returned.

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

6.9 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.

8.2 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.

8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

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

8.5 The Contractor will preserve and protect the rights of the City with respect to any 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.

9. LIMITED AUTHORITY

9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except

for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense.

Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, 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.

- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the 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.

14. DEFICIENCIES

- 14.1 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.
- 14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not 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.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the 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.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the

- City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (e) 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
 - (f) 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.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this Section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

- 18.7 The Contractor understands and undertakes to comply with all 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.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

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

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

21. COMPLIANCE

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

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

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

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

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

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

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

- 27.1 This Agreement, including 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.

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

28. SIGNATURE

- 28.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 28.2 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.

29. FUEL EMISSIONS DATA

- 29.1 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 contract.
- 29.2 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 contract, 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>.

30. NON ROAD DIESEL ENGINE EMISSION REGULATION

- 30.1 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.

30.2 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.

30.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.

30.4 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.

31. ENUREMENT

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

- 1.1 The City of Surrey (The “**City**”) is seeking a qualified and experienced Contractor to provide transportation, installation, maintenance and strike services for the City’s 50’ engineered Christmas Tree for the Surrey Tree Lighting Festival (the “**Festival**”) and the display season, as specified in Schedule A. All Services must be performed to the complete satisfaction of the City.

2. BACKGROUND

The Surrey Tree Lighting Festival is an annual outdoor event held at the Surrey Civic Plaza (13450 104 Ave). The Festival is a free family event of live entertainment, displays and interactive winter activities, and features the lighting of the City’s official Christmas Tree. After the Festival, the Tree remains a focal point of the Civic Plaza across the display season.

The 50’ RSE certified Sequoia Tree (‘Tree’) is a modular unit, featuring self-shaping branches that ‘spring back’ to their original shape after assembly. The Tree is CSA approved and certified. The full installation includes lights, garland, ornaments and a tree topper, with maintenance across the full display season to ensure all components are fully functioning.

3. SCOPE OF SERVICES

- 3.1 The Contractor shall provide everything needed to meet all the requirements of the Contract including, without limitation any and all labour, materials, tools and equipment, transportation, and on-site supervision to faithfully perform and provide the Services as specified in Schedule A, A-1 and A-2, following all procedures and instructions as specified in Schedule A-3 and A-4.
- 3.2 Services shall include but not be limited to the supply, delivery, anchoring, installation, set up and removal and proper storage of the Tree including all decorative components, and other related supplies for the Festival and service term.

4. STANDARD OF WORK

- 4.1 All labour and supplies shall conform to the recognized standards accepted by applicable industry trade associations, and shall conform to the most current applicable Municipal, Provincial and National codes, by-laws, regulations and other applicable requirements. The Contractor shall be responsible for all costs associated with adhering to these codes, by-laws, regulations and requirements.
- 4.2 The Contractor shall have a good working knowledge of these codes, by-laws, regulations 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 and requirements causing the City to be in potential breach of the same, must be brought to the City’s immediate attention.

- 4.3 The construction of the Tree must be completed in accordance to the BC Building Code. The installation is to follow all required City permit application processes. The Contractor will provide all engineering services and documentation in order to obtain and maintain the electrical and building permits, as required, for each event and supply them as set out in the Time Schedule to the City of Surrey representative.
- 4.4 The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested in accordance with good industry practice. All work shall be performed in a professional manner and in accordance with good trade practice, and must be continually acceptable to the City.
- 4.5 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.

5. GENERAL REQUIREMENTS

- 5.1 The City will arrange and provide for 6' high perimeter fencing around the Tree work site. No installation or strike work may take place unless this perimeter fencing is in place.
- 5.2 The Tree installation area is closed to the public while Services are in progress.
- 5.3 A plywood subfloor must be laid on the Civic Plaza surface during the assembly and strike of the tree; plywood is available for use from the City of Surrey, but the Contractor must pick it up and drop it off. All vehicles and equipment on the Plaza must remain on the plywood at all times during installation and strike.
- 5.4 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 to the facility and/or to protect facility visitors from injury. After regular working hours, emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.
- 5.5 In the event of any incidents, altercations or accidents involving City facility visitors, Contractor employees or City employees, the Contractor will notify the City in writing within 2 hours of the incident. The City may require a detailed written incident report from the Contractor describing the hazard, unsafe working condition or incident.
- 5.6 The Contractor's employees may not use City property for personal use.
- 5.7 Smoking is not permitted in any City Building or Park.

6. BUILDING / PARK SECURITY

- 6.1 Any park gates/bollards unlocked and opened for access onto the Civic Plaza or into a Park site must be immediately replaced and secured after entrance, then reopened and resecured again when exiting the site.
- **Any claims related to unreplaced or unsecured bollards/gates will be the Contractor's responsibility.**

7. FACILITY KEYS

- 7.1 The Contractor will be issued the necessary facility / gate key / FOB set(s). In no case shall the Contractor make duplicates of any City issued key(s) / FOBs.
- 7.2 Keys and FOBs will be signed for by the Contractor and upon completion or termination of the Agreement will be returned to the City.
- **Failure to return keys and access cards to the City Representative, or, designate within three (3) working days will incur a fee of One Hundred Dollars (\$100.00) per day.**
- 7.3 Lost keys / FOBs must be reported immediately to the City within twenty (24) hours from the time the incident occurred.
- **The Contractor shall be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or FOBs, including re-keying doors, gates or locks.**

8. CONTRACTOR'S PERSONNEL

- 8.1 The Contractor will supply sufficient labour to adequately perform the Services and meet the schedule(s) & timelines.
- 8.2 Contractors personnel who will perform the Services should meet the following minimum qualifications and standards:
- Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
 - Should be licensed to complete the Services and operate said equipment; and
 - Should be conversant in English.

9. CONTRACTOR'S VEHICLES, EQUIPMENT & SUPPLIES

- 9.1 All supplies and materials should be of good commercial quality and shall be subject to the approval of the City
- 9.2 Water barrels are required to be supplied by the Contractor to secure the base of the Tree. Water is available on site
- 9.3 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 schedule frequency.
- 9.4 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.

- 9.5 A list of vehicles used for all Services must be submitted to the City representative, providing the make, model, colour, unit number and license plate number. As additional vehicles are added for any Services, the City must be provided with the updated information.
- 9.6 Driving speed through City parks will be at a maximum of 15 km/ hour, and the Contractor's vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. Amber lights on each vehicle must be used during the course of business in City parks.
- 9.7 The convenience of the public must always be considered and provided for by the Contractor, who 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.

10. COMMUNICATION

- 10.1 The Contractor shall 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.
- 10.2 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.
- 10.3 The Contractor, or designate must respond to City requests for service calls during the Event day and display period, as specified in Schedule A-1, to meet the needs of critical and non-critical issues that may arise.
- 10.4 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under a Contract, the Contractor shall notify the City **immediately** in writing and by telephone.

11. INCLEMENT WEATHER

- 11.1 The Services are to be continuous except in the event of inclement weather. 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 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 again become favourable enough to proceed.

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 in respect to air, earth and water pollutants.

SCHEDULE A-1 – GENERAL SERVICE STANDARDS

A. TREE STORAGE

1. The Tree is stored in storage containers at Mound Farm, 5202 – 168th Street, Surrey.
2. All Tree components, including decorations, must be stored appropriately to avoid any damage and maintain the original condition (packaged and placed as found).
3. Storage containers must remain secured at all times.
4. Delivery of the Tree to and from the storage containers is the responsibility of the Contractor.

B. INSTALLATION

1. The Contractor shall participate in advance planning for the assembly of the Tree; including but not limited to participating in written communication and attendance at a minimum of 2 (two) briefings with the City Representative.
2. The Contractor is required to initiate the permit process (structural and electrical permits) a minimum of 3 weeks prior to the installation completion. All permit costs are the responsibility of the Contractor. All required inspections must be completed prior to the Testing day. It is the Contractor's responsibility to be aware of all required permits and application processes.
3. A plywood subfloor is required on the Civic Plaza during the assembly of the Tree (Schedule A, 5.2). Plywood is available from the City; all excess plywood must be removed from the site and returned to the City after installation is complete. Pickup and return of plywood is the responsibility of the Contractor.
4. No installation work can take place until the 6' high perimeter fencing is installed around the installation site (Schedule A, 5.1). Temporary fencing is provided by the City.
5. Building of the Base requires water barrels (Schedule A, 9.2); water is available on site. Full assembly of the Tree is detailed in Schedule A-3, Tree Assembly Instructions and Schedule A-4, Tree Frame Assembly Process. Adherence to the specifications and instructions within Schedule A and Schedule A-1 is required.
6. Installation, including completion of all applicable permit processes, must be complete by Testing day, with copies of all approved permits submitted to the City Representative no later than 12pm (noon) on the Testing day (Schedule A-2). The Tree is to be assembled and fully operational by 4pm, Testing day.

C. TREE LIGHTING FESTIVAL – EVENT DAY

1. The Contractor must be available from 8am – 9pm on the Event Day (Schedule A-2) for maintenance service calls. All maintenance service calls on the Event Day are considered critical, and will require a same-day response.

D. MAINTENANCE

1. On-going maintenance of the Tree will occur by request of the City Representative; the Contractor must be available for maintenance service calls.
 - i. Non-critical service calls will require a response within 24 hours.
 - ii. Critical service calls require a response on the same day.
 - iii. The City will determine which service calls are critical or non-critical.
2. The Contractor must be available for maintenance service calls from 8am – 5pm Sunday to Saturday on all Display days, unless otherwise stipulated.

E. STRIKE

1. A plywood subfloor is required on the Civic Plaza during the strike of the Tree (Schedule A, 5.2). Plywood is available from the City; all excess plywood must be removed from the site and returned to the City after the strike is complete. Pickup and return of plywood is the responsibility of the Contractor.
2. No strike work can take place until the 6' high perimeter fencing is installed around the installation site (Schedule A, 5.1). Temporary fencing is provided by the City.
3. Strike of the Tree is to follow the reverse of the building instructions as detailed in Schedule A-3, Tree Assembly Instructions and Schedule A-4, Tree Frame Assembly Process.
4. The Tree and all parts must be delivered to Mound Farm in original condition (packaged and placed as found) by 4pm on final tree takedown day.
5. Any damages found must be reported to the City representative.
6. Immediately following the return of the Tree to storage at Mound Farm, a final cleanup of the Civic Plaza surface is required, including sweep/blow and removal of all debris.

SCHEDULE A-2 – 2017-2018 SERVICE SCHEDULE

1. INSTALLATION SCHEDULE

DATE	DESCRIPTION
November 13 th - 14 th 2017	Build Tree base
November 15 th 2017	Install frame
November 16 th – 17 th 2017	Decorate Frame
November 21 st 2017	Inspections Completed
November 21 st 2017	Engineered Stamp
November 22 nd 2017	Testing Date
November 22 nd 2017	Full Completion
November 26 th 2017	Tree Lighting Event Day

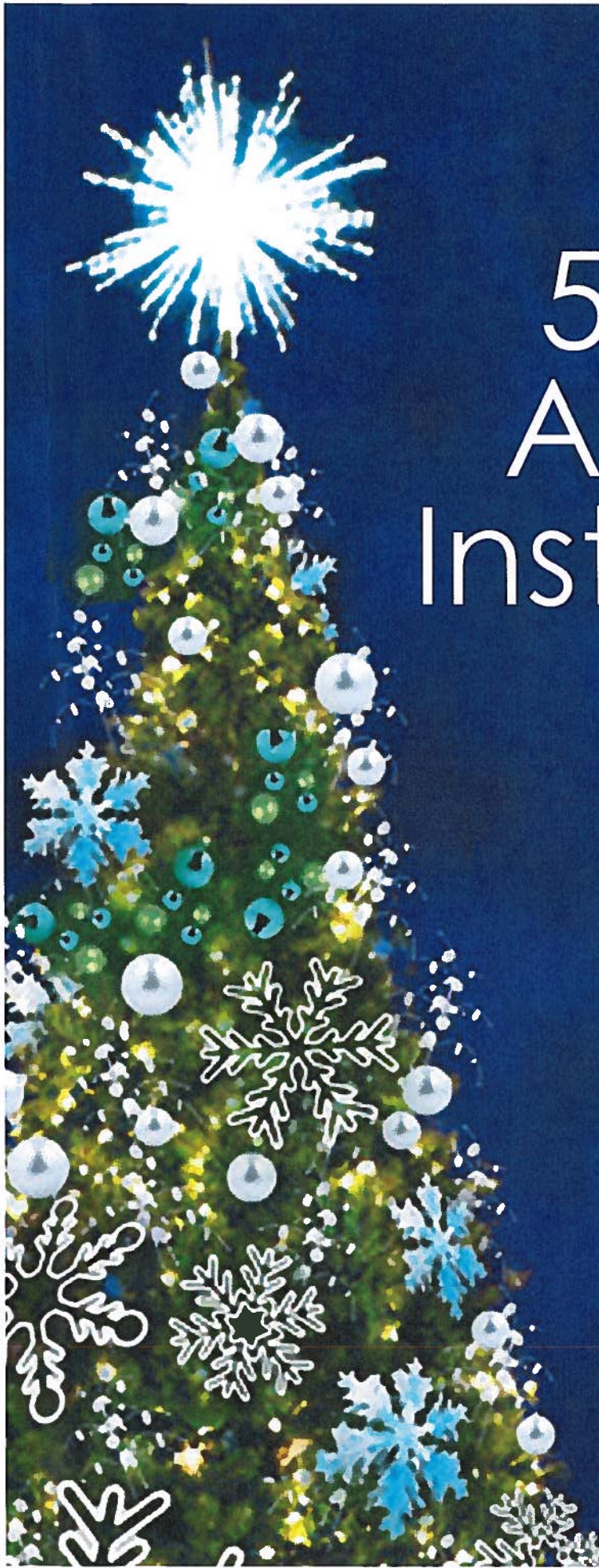
2. STRIKE SCHEDULE

DATE	DESCRIPTION
Jan 2 nd – 3 rd 2018	Remove Tree decorations
Jan 3 rd – 4 th 2018	Dismantle Tree frame
Jan 4 th 2018	Dismantle Tree base
January 5 th 2018	Return Tree to storage
January 8 th 2018	Final Site Cleanup

Note: For the 2017-2018 Term for both Installation and Strike Schedules:

- Installation/Strike days must be consecutive business days, during standard business hours (Monday through Friday, 9am-5pm).
- Any deviations from the standard schedule must be approved by the City of Surrey, in writing, a minimum of 24 hours in advance.
- The City reserves the right to revise/modify the time schedule(s) at its discretion.

SCHEDULE A-3 – TREE ASSEMBLY INSTRUCTIONS



50' Tree Assembly Instructions

Dekra-Lite Canada
107-1533 Broadway Street
Port Coquitlam, BC Canada V3C 6P3

Phone: 604-683-5483
Toll Free: 1-888-710-5483
Fax: 604-941-8692

E-mail: sales@dekralite.com

+50'

+40'

+30'

+20'

+10'

< 48" Snowburst Snowflake
Tree Topper (full round)

80" Festive
Snowflake



50" Festive
Snowflake



50" Bubble
Snowflake



40" Festive
Snowflake



36" Dimensional
Metal Snowflake



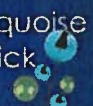
30" Radiant
Snowflake



24" Dimensional
Metal Snowflake



30" Green & Turquoise
Ornament Pick



250, 200 & 150mm
Silver Matte
Ornaments

24" Silver



Beaded Ornament Spray

Tree lit w/LED C-7



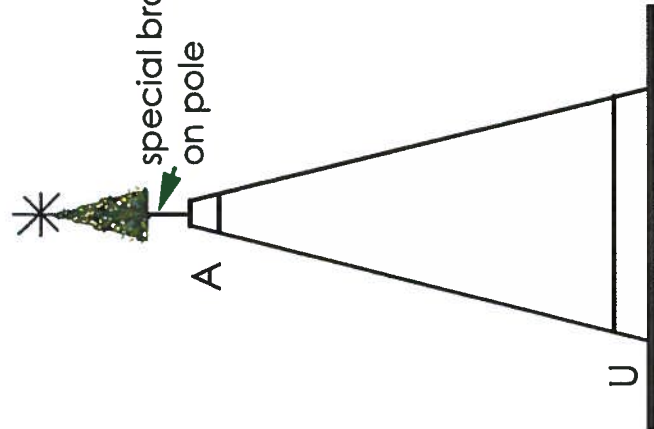
DEKRA-LITE™

RFQ #1220-040-2017-106 Christmas Tree Assembly Services

Dekra-Lite Canada
107-1533 Broadway Street
Port Coquitlam, BC Canada V3C 6P3

Phone: 604-683-5483
Toll Free: 1-888-710-5483
Fax: 604-941-8692

E mail: sales@dekalite.com



DAY 1

1. assemble frame
2. plug in and test layers
3. add garland tree top
4. add starburst topper
5. Pole receives 12 special branches w/red tip base
6. start top branches

Leader:

Organize rows

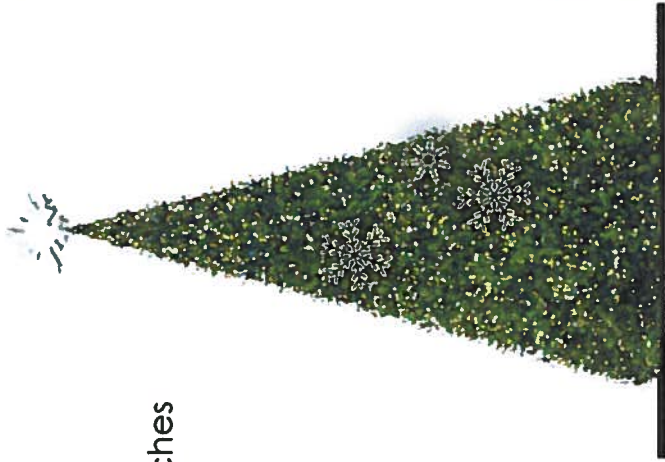
Bottom row > "U"

Shim as req'd

organize lead drops near power panel, prep tree top and starburst topper

Workers:

unwrap frame, build tree



DAY 2

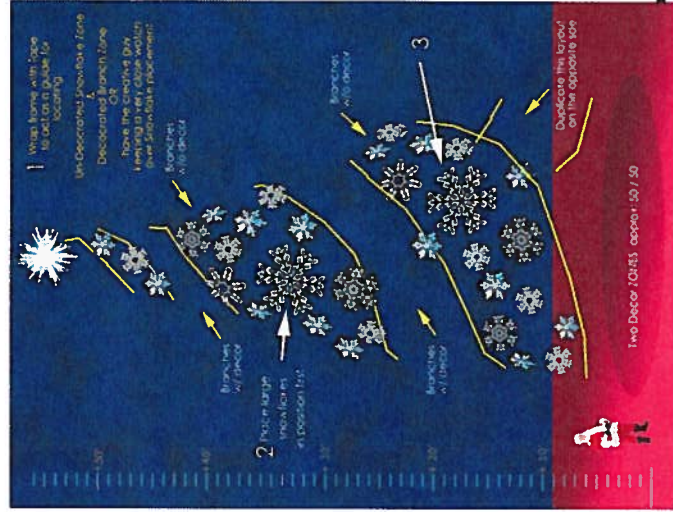
1. fluff, keep fluffing
2. hang & plug in all branches top to bottom priority
3. add snowflakes & decor to top 10' & strobe harness
4. install 4- 80" snowflakes first, add triple tap to plug them in.
5. position smaller snowflakes

Workers:

fluff / decorate / hang

Spotters:

plot snowflake locations guide branch hanging. prep strobe harnesses, monitor ornament inventory & ornament snowflake Zones



DAY 3

1. finish hanging branches
 2. locate, hang & plug in snowflakes
- Note:** Snowflake & Ornament ZONES
>NO ornaments under snowflakes

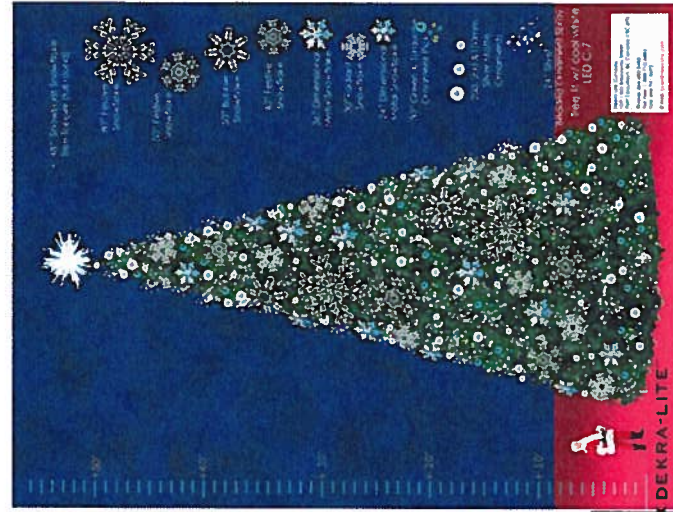
3. drop strobe harness
4. add ornaments in zone
5. continue to check electrical continuity of all parts.

Workers:

fluff out all visual holes

Spotters:

continue to monitor all ornament inventory & distribution



DAY 4-5

1. more ornaments
2. tidy up interior wires
3. add all large ornaments
4. Make sure electrical is protected from water.
> High & Tight

5. Finish, clean up job site

Prep a Plan for:

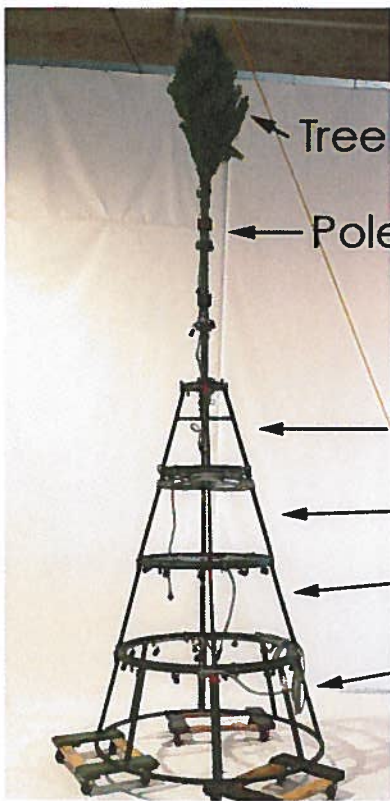
Easy Switch-On ! access for customers tree lighting ceremony.

Option:

provide Timer for strobe (15 seconds every 30 min.)

50' Sequoia Tree: General INSTALLATION GUIDE LINES

50' Tree Frame INFO SHEET



Tree top unfluffed

Pole w/ different branches

"A" Frame

"B" Frame

"C" Frame

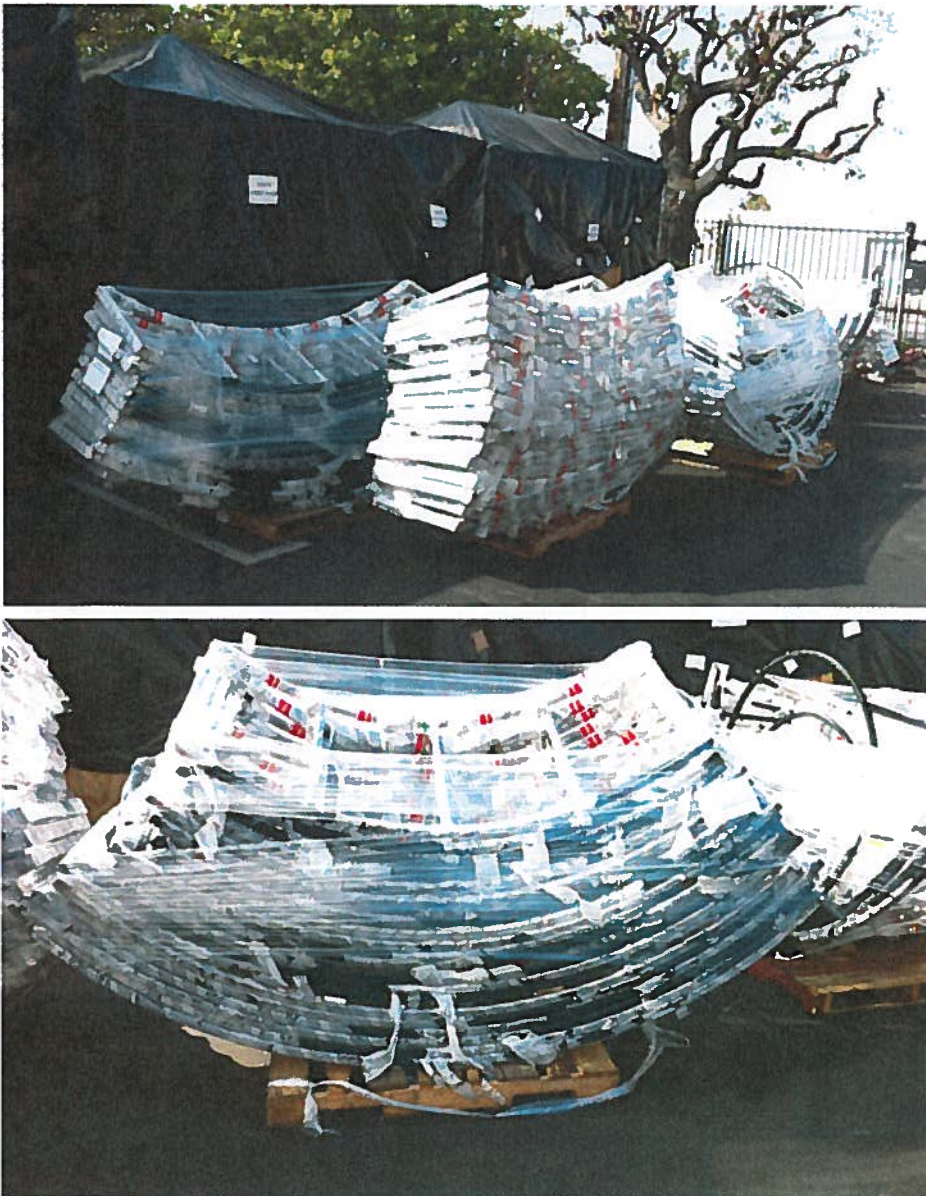
"D" Frame

to "U" frame down at Bottom of 50' tree

Note:

1. All vertical & horizontal fasteners are 1/2" nuts & bolts. Finger tighten three rows and then start to tighten the bottom row as you go on the row 4. Continue this way to the top.

2. Align each row with all male leads & electrical connections one above the other. Gather all together when done.



		50' TREE
# OF FRAMES		# OF FRAMES
1	A	1
1	B	1
1	C	1
2	D	2
2	E	2
2	F	2
2	G	2
4	H	4
4	I	4
4	J	4
4	K	4
4	L	4
4	M	4
6	N	6
6	O	6
6	P	6
6	Q	6
6	R	6
8	S	8
8	T	8
8	U	8

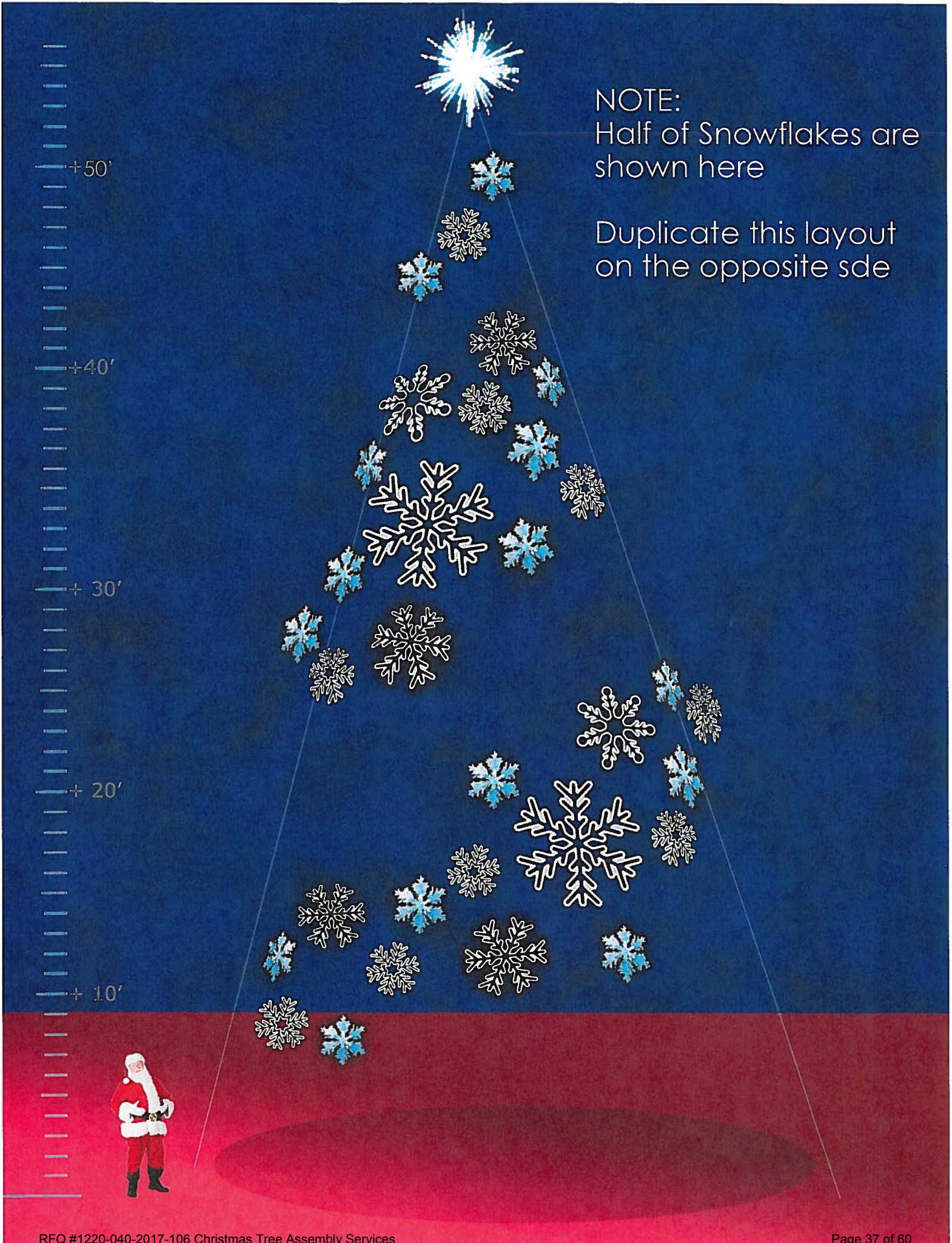
Tree Frame:
(6) Pallets

50' TREE
OF BOXES
118 BOXES
118/6 BRANCHES
1 TREE TOP
6 top branches

708 branches

NOTE:
Half of Snowflakes are
shown here

Duplicate this layout
on the opposite side



1 Wrap frame with Tape to act as a guide for locating:

Un-Decorated Snowflake Zone &
Decorated Branch Zone
OR

have the creative guy keeping a very close watch over Snowflake placement

Branches w/o decor

Branches w/ decor

2 Place large snowflakes in position first

Branches w/o decor

Branches w/ decor

3

Duplicate this layout on the opposite side

Two Decor ZONES approx: 50 / 50





< 48" Snowburst Snowflake
Tree Topper (full round)

80" Festive
Snowflake

50" Festive
Snowflake

50" Bubble
Snowflake

40" Festive
Snowflake

36" Dimensional
Metal Snowflake

30" Radiant
Snowflake

24" Dimensional
Metal Snowflake

30" Green & Turquoise
Ornament Pick

250, 200 & 150mm
Silver Matte
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24" Silver
Beaded Ornament Spray

Tree lit w/LED C-7



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E-mail: soles@dekralite.com



50' TREE Decor Inventory

Quantity	Item Number	Description
100	ORA231040502103	Ornament Pick 30" X 15" Apple Green and Turquoise
4	DRLTSF2-80	80" LED Ropelight Needle Snowflake, w/ White Lights
4	DRLTSF2-50	50" LED Ropelight Needle Snowflake, w/ White Lights
4	DRLTSF2-40	40" LED Ropelight Needle Snowflake, w/ White Lights
2	DRLTSF1-50	50" LED Ropelight Bubble Snowflake, w/ White Lights
16	DRLTSF4-30	30" LED Ropelight Radiant Snowflake, w/ White Lights
15	PATTSNOW36	Layered Metal Snowflake 36" w/12 LED Warm White C7 Bulbs
25	PATTSNOW24	Layered Metal Snowflake 24" w/12 LED warm white C7 Bulbs
92	CUSTOMDECOR	Custom Brackets for all Snowflakes
70	LATRPLADPXXSTK	T-Triple Adapter, 15 amp, 120v (Triangle)
60	ORRDGS250SILVMAT	Ornament 250mm Silver Matte
80	ORRDG150SILMAT	Ornament 150mm Silver Matte
120	ORRDG200SILMAT	Ornament 200mm Silver Matte
1	CUSTOMDECOR	4' -Custom Snowburst Tree Topper
200	PICSEQ24SLVIRID	Beaded Flitter Spray 24" x 16" Silver

SCHEDULE A-4 – TREE FRAME ASSEMBLY PROCESS



- Identify all tree frame parts, locate bottom frame. Position tree with electrical harness closest to where the power source is located.
- Shim tree base if necessary.
- Begin by finger tightening all hardware.
- Check for exact tree location on presentation art, know which is stage front for star topper position and decor orientation; locate electrical / power source.
- Place water barrels on top of metal grid. (Or if placed on landscape, drive stakes into landscape to secure tree.)
- Make arrangements for water supply prior to arrival; bring a spigot key. Fill barrels with water.



Metal grid for water barrels



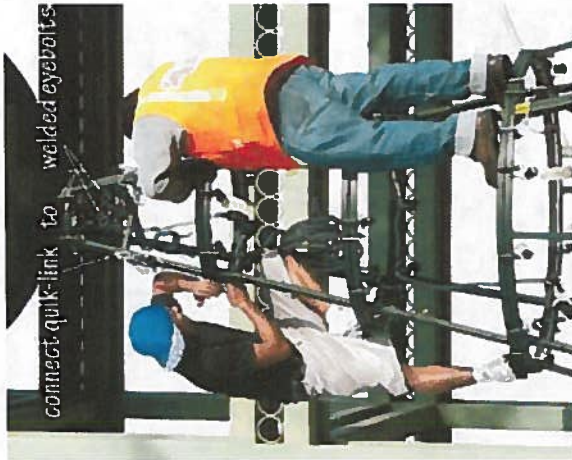
- Finger tighten each level during assembly; tighten lower levels only after loose assembly is properly aligned.



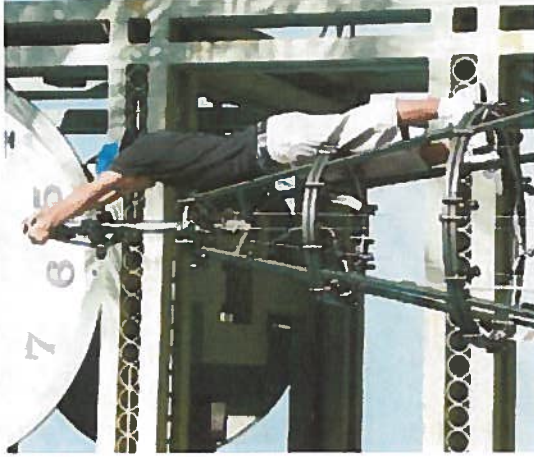
Spigot key - turns on commercial faucets

LARGE FRAME TREE ASSEMBLY PROCESS

INSTRUCTIONS



- Locate cables to rig top of tree frame to metal grid under water barrels.
- Fill barrels with water. Or secure cables to stakes in landscape.
- Finish frame assembly with "A" tree section; tighten all mechanical connections.
- Drop cables to connect the tree frame at section "A" to the metal grid under water barrels, with turn-buckles, at the bottom for easy adjustment.



- Add pole for additional rows of branches.
- Note that tie down cables are now in place on tree frame; connected to metal grid under water barrels.



- Prep tree and star topper.
- Wrap garland around the base of the star, so the metal rod is not visible.
- Test tree top lights and light in star, on the ground, before placing on frame. All electrical connections should be made prior to tree top installation.

LARGE FRAME TREE ASSEMBLY PROCESS

page 2/7

Assembly process for large frame tree with Ornament Clusters



- Connect all electrical plugs and drop to their full extension.



- Plug tree into main power source.



- Arrange all branch boxes for easy access. Begin an assembly line with fluffing branches and hand them up to crew hanging branches and plugging them in. Designate a spotter to review that all branches are being fluffed to assure the tree will look its best.



LARGE FRAME TREE ASSEMBLY PROCESS

INSTRUCTIONS



- Hand carry treetop to top of frame or use a bucket truck or man-lift to hang branches in place.
- Place tree top into pole and turn star facing "stage front".



- Plug in lead to electrical harness, fluff branches to full form. Double check that lights on tree and star are working. Start hanging all branches from the top down.



- Create a "Line Production" format to reduce time on repetitive assembly or decorating tasks. Fluff branches, pass them up into position, hang and plug in each branch....Repeat.



- Check all branches once in place to minimize holes or seeing into the tree frame.

LARGE FRAME TREE ASSEMBLY PROCESS

Assembly process for large frame tree with Ornament Clusters

page 4/7



- Open branch metal frame first, then fluff out the individual tendrils.
- Use two hands to fluff all tendrils forward and out.
- Use the second row on the tree frame to fluff branches before hanging. Plug in light line leads after hanging branch.



1. Mount branches from top down.
2. Double check the fluffed branches on the tree frame.
3. Plug in light line to wiring harness on each branch.
4. Focus on repeating the same tasks.

LARGE FRAME TREE ASSEMBLY PROCESS

page 5/7

Assembly process for large frame tree with Ornament Clusters



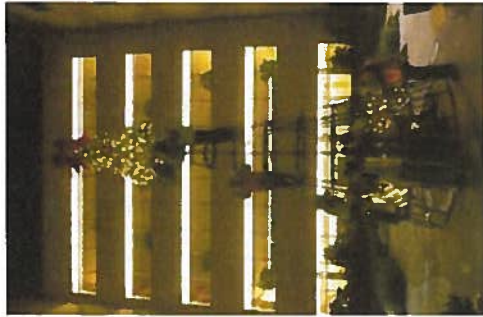
ADDING DECOR: (Like Ornament Clusters)

- Review any artwork that shows finished tree to match design.
- Use 2' tree frame spacing as a guide to help align decor on branches.
- Assign one person to keep track of ornament placement as it is going on the tree.

LARGE FRAME TREE ASSEMBLY PROCESS

page 6/7

Assembly process for large
frame tree with Ornament
Clusters



LARGE FRAME TREE ASSEMBLY PROCESS

Night installation of large
tree with Bow Topper and
Ornament Clusters

page 7/7



SCHEDULE B – FORM OF QUOTATION

RFQ Title: **Christmas Tree Assembly Services**

RFQ No: **1220-040-2017-106**

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
3. 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:

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
The Contractor will provide all labour, plant, materials, tools and equipment necessary for the provision of tree assembly services as stated in the specifications of good and scope of services and attached schedules.		Total Amount (\$)
ADVANCE WORK (advance planning meetings)		\$
TREE PICK-UP		\$
TREE ASSEMBLY		\$
TREE STRIKE		\$
TREE DROP-OFF		\$
Note: Overheads, General Conditions and Profit are to be included in the above amounts. CURRENCY: Canadian	Subtotal:	\$
	GST 5%:	\$
	TOTAL QUOTATION PRICE:	\$

Force Account Labour and Equipment Rates:

9. Contractors should complete the following tables setting out the all-inclusive hourly labour rates including overhead and profit for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Hourly Labour Rate Schedule For Services:

MAINTENANCE SERVICE CALLS	HOURLY RATE (\$/HR) (Plus GST)	SPECIFY MINIMUM HOUR CHARGE (IF APPLICABLE)
ONSITE WORKING SUPERVISOR	\$	\$
HEAVY DUTY LABOUR	\$	\$
LIGHT DUTY LABOUR	\$	\$

Table 2 – Hourly Equipment Rate Schedule:

MAINTENANCE SERVICE CALLS	HOURLY RATE (\$/HR) (Plus GST)	SPECIFY MINIMUM HOUR CHARGE (IF APPLICABLE)
HIAB	\$	\$
FLATBED TRUCK	\$	\$
LIFT TRUCK/GENIE TRUCK	\$	\$
OTHER:	\$	\$
OTHER:	\$	\$
OTHER:	\$	\$

SECTION B-3

Time Schedule:

10. Contractors should follow time schedule set forth in Schedule A-2 - 2017-2018 Service Schedule

SECTION B-4

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-5

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. 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)

This Quotation is accepted by the City this _____ day of _____, 201__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

ATTACHMENT #1
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

By signing this Agreement, the 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.: 1220-040-2017-106

Project Title and Site Location: Christmas Tree Assembly Services

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 & Technology Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8. If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

ATTACHMENT # 2
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.

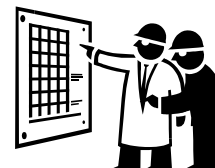
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
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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: _____