



## **REQUEST FOR QUOTATIONS**

**Title:** Crescent Beach Life Guarding Services

**Reference No.:** 1220-040-2020-069

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

Issue Date: January 14, 2021

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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 – Form of Quotation to Attachment 1 – Agreement (the "Quotation") for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement (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

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

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

### 3. DATE

The City would prefer to receive Quotations on or before February 4, 2021 (the "Date")

### 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, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-040-2020-069

### 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](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form 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 or a request for proposals 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 negotiation of amendments to Contractors' prices in Schedule B to a Quotation, 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. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

## **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 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 this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, 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 (if any) and perform the Services.

## **10. CONFLICT OF INTEREST**

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

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

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

which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

## 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. INFORMATION MEETING

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "Information Meeting"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: **Tuesday, January 26, 2021**

Time: **10:00 a.m., local time**

Location: **Via Microsoft Teams**

\*\*\* Contractors should email the Purchasing Section [[purchasing@surrey.ca](mailto:purchasing@surrey.ca)] on or before January 25, 2021 for details of the Microsoft Teams meeting.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: location of the work, location of buildings on the site, adjacent properties, Contractor occupancy during the work, access and all other conditions that a competent Contractor experienced in work similar to the work would consider and take into account, and is further deemed to have included in the contract price all costs occasioned thereby.

**Note: No minutes of the information meeting will be provided**

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## Attachment No. 1 - AGREEMENT – GOODS AND SERVICES

Reference Title: **Crescent Beach Life Guarding Services**

RFQ No.: 1220-040-2020-069

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

### **BETWEEN:**

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

(the "**City**")

### **AND:**

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

(the "**Contractor**")

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

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

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1** In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31<sup>st</sup>;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Department Representative" means the Parks, Recreation and Culture Manager, or designate, who shall represent the City of Surrey for the purposes of this Contract, or such other person who may subsequently be appointed in writing by the Department Representative and so notified to the Contractor in writing;
- (f) "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;
- (g) "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;
- (h) "Indemnities" has the meaning described in Section 12.2;
- (i) "RFQ" means the Request for Quotations;

- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) "Term" has the meaning described in Section 3.1; and
- (l) "Year of the Term" as used herein shall mean each twelve-month period commencing on March 31, 2021.

- 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) Schedule B – Quotation Extracts;
  - (c) Schedule A – Specifications of Goods and Scope of Services; 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 and Scope of Services; and  
Schedule B – Quotation Extracts.

## **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 – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Form of Quotation of this Agreement.
- 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 – Form of Quotation of this Agreement.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B – Form of Agreement of this Agreement. 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.

## **2.6 Pandemic Restrictions**

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 19 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

## **3. TERM**

- 3.1 The Contractor will provide the Goods and Services for the three (3) year period commencing on **(START DATE)** and terminating on **(END DATE)** (the "**Term**").
- 3.2 The City may at any time prior to 90 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) additional one (1) year renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

## **4. TIME**

- 4.1 Time is of the essence.

## 5. FEES

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

Fees and GST will not exceed the amounts for each year as follows without prior written approval of the City:

### YEARS 2021 TO 2023

**Financial Year 2021:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2022:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2023:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

### OPTIONAL YEARS 2024 TO 2025

**Financial Year 2024:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

**Financial Year 2025:** \$\_\_\_\_\_ which includes GST, for Contract Services provided in accordance with the performance of the Agreement throughout the Term payable in four (4) monthly instalments, in arrears, after receipt of an invoice, commencing on (DATE).

The cost of additional services must not exceed the rate as specified in Schedule B "Contract Services Fixed Fee Schedule" for those Contract Services requested by the City, plus GST, labour is inclusive of materials and equipment. If a price is not specified for a specific lifeguarding service, then the work will be performed at a cost mutually agreed upon by the parties.

All rates are firm for the duration of the Contract Term.

All amounts are in Canadian funds.

The City is not responsible for costs incurred by the Contractor in excess of the agreed amount(s) as set out herein.

- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to

additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

- 5.3 The parties agree that all Fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the Fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items), and do not exceed 2.0% for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

## **6. PAYMENT**

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<☒ 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 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 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.

Invoices will be submitted by the Contractor electronically to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 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. PERFORMANCE SECURITY**

- (a) Before the Agreement takes effect, the Contractor shall at its sole expense furnish to the City, performance security, in the form of a certified cheque or Letter of Credit in the amount of Five Thousand dollars (\$5,000.00) (the "Security") as a guarantee for the due and faithful performance of this Agreement by Contractor.
- (b) The City may draw on the Security to carry out the duties, obligations and responsibilities of the Contractor under the Agreement if such is not completed to the City's satisfaction in accordance with the terms of the Agreement after a determination has been made in accordance with the terms of the Agreement.
- (c) The City shall not be responsible nor shall it pay to the Contractor any interest on the Security.
- (d) The City may draw down on the Security required to remedy any material breach of the Agreement and any damages resulting as a result of said breach of the Agreement by the Contractor; however, such amount shall not be considered to be liquidated damages and the Contractor shall be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of the Agreement.

## **8. USE OF WORK PRODUCT**

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

## **9. PERSONNEL AND SUBCONTRACTORS**

- 9.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 9.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 9.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 9.4 Except as provided for in Section 9.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

9.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **10. LIMITED AUTHORITY**

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

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

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

11.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

11.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

11.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **12. WARRANTIES**

12.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods

shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

### **13. INSURANCE AND DAMAGES**

- 13.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 13.2 The indemnities described in Sections 12.2, 13.1 and 19.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 13.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the

same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 13.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 13.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 13.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 13.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

#### **14. CITY RESPONSIBILITIES**

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

- 14.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 14.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

## **15. DEFICIENCIES**

- 15.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 15.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

## **16. DEFAULT AND TERMINATION**

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



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

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

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

16.5 If the City terminates this Agreement as provided by Section 16.4 then the City may:

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

## **17. CURING DEFAULTS**

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

## **18. DISPUTE RESOLUTION**

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

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

18.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation.

Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

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

- 19.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in 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.
- 19.2 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.
- 19.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. 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 this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 19.4 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.

- 19.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 19.6 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.
- 19.7 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.

## **20. BUSINESS LICENSE**

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

## **21. GENERAL PROVISIONS FOR GOODS**

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

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

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

## **22. COMPLIANCE**

- 22.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 22.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having

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

### **23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION**

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

### **24. WAIVER**

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

### **25. APPLICABLE LAW**

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

### **26. NOTICES**

- 26.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
  - (b) by facsimile, on transmission; or
  - (c) by mail, five calendar days after posting.
- 26.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

**27. MERGER AND SURVIVAL**

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

**28. ENTIRE AGREEMENT**

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

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

**29. SIGNATURE**

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

29.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

**30. ENUREMENT**

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

This Agreement is executed by the City of Surrey this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SURREY**

by its authorized signatory(ies):

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

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

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

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

This Agreement is executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**<<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 Contractor should provide professional lifeguarding services at City of Surrey's (the "City") Crescent Beach (12160 Beecher Street, Surrey, B.C.), North and South beaches (the "Guarded Swimming Areas"), in a substantial, complete and professional manner in accordance with the Public Aquatic Operation industry standards (the "Services"). The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.
- 1.2 The Guarded Swimming Areas consist of the North and South beaches. The area of the North beach is the area between the float lines, the Crescent Beach Swimming Club ("CBSC") rafts, and the shore. The area of the South beach changes between high tide and low tide. At high tide, a rectangle established by the area between the float lines. At low tide, the similar area starting at the shoreline, as if the float lines extended.

**2. SCOPE OF SERVICES (LIFEGUARD SERVICES)**

**2.1 Contractor's Responsibilities**

The Contractor shall perform and provide the Services and account for all things necessary or desirable for the proper, efficient, and safe operation and maintenance of the Guarded Swimming Areas to enable the Guarded Swimming Areas to operate as a recreational public swimming facility during the Term. The Contractor's duties include the following:

- (a) Provide the Services and maintain the Guarded Swimming Areas according to the industry standards of professional conduct and shall discharge its duties under this Agreement honestly, in good faith and in the best interests of the Contractor and the City.
- (b) The Contractor will have full access to the Guarded Swimming Areas during the Term and shall effectively direct and supervise the work at the Guarded Swimming Areas, using its best skill and attention, and shall be solely responsible for all procedures and for coordinating all parts of its duties, responsibilities and obligations under the Agreement, including:
- (1) All aspects of the Services at the Guarded Swimming Areas and the making of all day-to-day decisions in connection therewith, except as otherwise provided herein;
  - (2) Enter into all contracts necessary or desirable for the Services at the Guarded Swimming Areas, solely on behalf of the Contractor;
  - (3) Keep all records, statistics and accounts in respect of the opening, operation and maintenance of the Guarded Swimming Areas in accordance with generally accepted accounting principles, consistently applied;

- (4) Hire, direct and supervise, in the name of the Contractor as employer, all personnel who may be required for the proper fulfillment of the Services;
  - (5) Provide all labour, supervision, transportation, supplies and other required services as needed to fully lifeguard and maintain the Guarded Swimming Areas;
  - (6) Immediately report to the Department Representative any damage or new potential hazards involving the Guarded Swimming Areas;
  - (7) Designate the Guarded Swimming Areas as approved by the City;
  - (8) Ensure buoys are thoroughly cleaned before designating the Guarded Swimming Areas;
  - (9) Set up the equipment shed and boat as necessary for providing lifeguarding Services in the Guarded Swimming Areas;
  - (10) Develop a list to be approved by the Department Representative outlining boat maintenance to be carried out;
  - (11) Clearly display tide, water temperature and air temperature on a daily basis for the public to see;
  - (12) Pick up litter as required in the Guarded Swimming Areas and adjacent beaches to ensure a safe beach facility; and
  - (13) Provide safety supervision in a manner consistent with the Lifesaving Society, National Lifeguard Service, waterfront procedures.
- (c) The Contractor should work with the Department Representative to ensure the smooth preparation, operation and transfer of responsibilities back to the City upon completion of the Agreement.

## 2.2 **Safety**

The Contractor shall report to the Department Representative on a standardized *Incident and Accident Report Form* any incidents, altercations, accidents, or any other situation involving any person requiring the attention of a lifeguard. The Contractor shall immediately communicate life threatening incidents to the Department Representative. Major incidents must be submitted within 24 hours of occurrence. Minor incidents may be submitted no later than one (1) week from the date of the occurrence.

## 2.3 **Equipment and Maintenance**

- (a) The Contractor will be responsible for the equipment at all times during the hours of operation and ensure that all equipment is accounted for, cleaned, properly maintained, secured and kept in storage room when not in use.
- (b) The Contractor should be liable to pay the City the cost of maintenance, repair or replacement made necessary as a result of loss or damage to the Beach Facility's equipment, or chattels caused deliberately or recklessly by the Contractor's staff or agents; and



- (c) By October 1<sup>st</sup> of each year the Contractor will provide the Department Representative with an annual inventory and condition report of all equipment belonging to the City used in the performance of the Services. Any and all requests for new equipment for the next operating season will be made at this time.

## 2.4 **Appearance**

The Contractor and its employees shall at all times be properly attired and should be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public. The Contractor should ensure the Guarded Swimming Areas and its staff display a positive public image at all times.

## 2.5 **Lost Property**

The Contractor will maintain a lost and found at the Beach Facility. The lost and found will be kept in an organized manner for the summer.

All items estimated to be of more than one hundred dollars in value will be turned over to the Department Representative after 30 days.

## 3. **EMERGENCY AND EVACUATION PROCEDURES**

- 3.1 The Contractor should submit for approval to the Department Representative detailed procedures and action plans to deal with emergency and evacuation procedures prior to the commencement of the Agreement. These procedures and action plans are to be reviewed and updated annually. The procedures and actions plans may be implemented when any of the following incidents occur including but not limited to:

- (a) Lightning;
- (b) Death or injury;
- (c) Lost person; and
- (d) Any other situation where the public or staff's health is at risk.

- 3.2 The Contractor must post emergency procedures and action plans for staff to view and read inside the Lifeguarding Station (green box).

- 3.3 The Contractor should make arrangements to periodically train and test its staff in order to ensure that they are able and competent to deal effectively with emergency and evacuation procedures. The Department Representative may request such test or documents indicating that the training and tests have been successfully carried out.

## 4. **CONTRACTOR'S LIFEGUARDING STAFF**

- 4.1 All Lifeguards must maintain a current National Lifeguard (Lifesaving Society) Waterfront Award and a C.P.R. C / AED certification.
- 4.2 The Contractor should supply first aid supplies, walkie-talkies, O2 supplies, fanny pack, and megaphones.

- 4.3 The Contractor is responsible the expenses of all uniforms and attire worn by its staff. The City reserves the right to request that the Contractor change its uniforms if the City determines, acting reasonably, that they are inappropriate.

## **5. CITY RESPONSIBILITIES**

- (a) The City will maintain landscaping, signage and litter control of the Guarded Swimming Areas and surrounding areas, and deliver and pick up boat and equipment each summer; and
- (b) The City will provide a telephone to the Guarded Swimming Areas.

## **6. POLICE INFORMATION CHECK/VULNERABLE SECTOR CHECK**

- 6.1 The City is committed to providing a safe environment for children and youth. Any of the Contractor's staff and volunteers providing Services to the Guarded Swimming Areas is to undergo a Police Information Check/Vulnerable Sector Check. Any associated costs will be the responsibility of the Contractor. The Contractor must keep copies of the Police Information Check/Vulnerable Sector Check and be prepared to provide the City access to the records if requested by the City.

## **7. REPORTING**

- 7.1 The Contractor shall submit a comprehensive final seasonal operating report on an annual basis, due in 15<sup>th</sup> day of October of each year, to City and in the format requested outlining at a minimum the following topics:
- (a) Safety;
  - (b) Lifeguarding Services;
  - (c) Budget;
  - (d) Issues;
  - (e) Beach facility review;
  - (f) Improvements required;
  - (g) Improvements recommended;
  - (h) Staffing; proof of staff and payments made;
  - (i) Inventory of Equipment;
  - (j) Annual Statistics etc.; and
  - (k) Suggestions for the safe operation of the Guarded Swimming Areas in future years.

The comprehensive final seasonal operating report shall further provide the City with an inventory and condition report of all equipment belonging to the City and in use for the operation of the Services. In addition, any and all requests for new equipment for the next operating season should be made at this time by the Contractor. The Contractor will be responsible for the equipment at all times during the Term of the Agreement.

The Contractor will be responsible to annually sign-off on the Guarded Swimming Areas that are in as good or better condition than they were received and accepted by the Contractor.

**8. HOURS OF OPERATION**

8.1 All duties incidental or necessary thereto, should be conducted and performed during the hours of operation, diligently and competently and in accordance with professional standards of conduct and performance. During the hours of operation, Crescent Beach, both North and South beaches, will be open seven (7) days per week and each day from 11:00 a.m. to 7:00 p.m.

The Contractor is not to commence work prior to 11:00 a.m. and is to be completed by 7:00 p.m.

8.2 Initial Term hours of operation:

<b>SCHEDULE OF OPERATIONS</b>			
<b>Year</b>	<b>Start Date (Saturdays)</b>	<b>End Date (Mondays)</b>	<b># of Days</b>
2021	June 26	September 6	73
2022	June 25	September 5	73
2023	June 24	September 4	73

8.3 Optional Term hours of operation:

<b>SCHEDULE OF OPERATIONS</b>			
<b>Year</b>	<b>Start Date (Saturdays)</b>	<b>End Date (Mondays)</b>	<b># of Days</b>
2024	June 22	September 2	73
2025	June 21	September 1	73

The schedules above are estimates only and may change subject to Surrey School District calendar.

**9. SIGNAGE**

The Contractor shall supply and maintain all signage related to the daily operation of the Guarded Swimming Areas. The City will maintain all signs related to the overall operation of the beach, which areas are Guarded Swimming Areas and any other signage the City deems necessary. The Contractor will have input into the development of the City’s “Beach Rules”.

Existing City signage should clearly indicate the Guarded Swimming Areas and that there are no lifeguards for the area beyond the Guarded Swimming Areas. Hours of operation of the Contactor shall be posted clearly, distinctly and visibly by the Contractor.

**10. CAPITAL WORK**

The Contractor shall, with prior approval from the Department Representative, pay the first Two Hundred and Fifty (\$250) Dollars plus applicable taxes of any required capital work. The City will pay for equipment or repair costs in excess of Two Hundred and Fifty (\$250) Dollars plus applicable taxes.

**-End of Page-**



## SCHEDULE B - QUOTATION

RFQ Title: **Crescent Beach Life Guarding Services**

RFQ No: 1220-040-2020-069

### 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, Manager, Procurement Services

E-mail for PDF Files: [purchasing@surrey.ca](mailto: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 RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
  
3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. 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)
_____	_____
_____	_____

**Please State Reason for the Departure(s):**

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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):**

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**Please State Reason for the Departure(s):**

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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:

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7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. 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)**

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**Please State Reason for the Departure(s):**

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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:

**TABLE A. INITIAL TERM SERVICES FIXED FEE**

ITEM #	ITEM NAME	TOTAL AMOUNT
The Contractor will provide all labour, plant, materials, disbursements, tools and equipment necessary for professional lifeguarding Services at Crescent Beach, North and South beaches.		
Year	Month	Amount
2021	June	\$
	July	\$
	August	\$
	September	\$
	<b>2021 Total</b>	<b>\$</b>
2022	June	\$
	July	\$
	August	\$
	September	\$
	<b>2022 Total</b>	<b>\$</b>
2023	June	\$
	July	\$
	August	\$
	September	\$
	<b>2023 Total</b>	<b>\$</b>
Note: Overheads, General Conditions and Profit are to be included in the above amounts. All rates are firm for the duration of the Contract Term.		
CURRENCY: Canadian	2021 Total:	\$
	2022 Total:	\$
	2023 Total:	\$
	Initial Term Subtotal:	\$
	GST 5%:	\$
	<b>TOTAL QUOTATION PRICE (Initial Term):</b>	<b>\$</b>



**TABLE B OPTIONAL TERM SERVICES FIXED FEE:**

Year	Month	Amount
2024	June	\$
	July	\$
	August	\$
	September	\$
	<b>2024 Total</b>	<b>\$</b>
2025	June	\$
	July	\$
	August	\$
	September	\$
	<b>2025 Total</b>	<b>\$</b>
Note: Overheads, General Conditions and Profit are to be included in the above amounts. All rates are firm for the duration of the Contract Term.		
CURRENCY: Canadian	2024 Total:	\$
	2025 Total:	\$
	Optional Term Subtotal:	\$
	GST 5%:	\$
	<b>TOTAL QUOTATION PRICE (Optional Term):</b>	<b>\$</b>

**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.

**SECTION B-3**

**Key Personnel & Sub-Contractors:**

- Contractors should identify and provide 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: \_\_\_\_\_

- Contractors should identify and provide 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 &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

**SECTION B-4**

**Experience, Reputation and Resources:**

11. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFQ.

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12. **References:** Contractor's relevant references (name and telephone number). Use the space provided and/or attach additional pages, if necessary. The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

<b><u>Reference 1</u></b>	<b><u>Contractor's Comments</u></b>
<b><u>Company Name:</u></b>	
<b><u>Start and Completion Date:</u></b>	
<b><u>Reference Contact:</u></b>	
<b><u>Telephone:</u></b>	
<b><u>E-mail:</u></b>	

<b><u>Reference 2</u></b>	<b><u>Contractor's Comments</u></b>
<b><u>Company Name:</u></b>	
<b><u>Start and Completion Date:</u></b>	
<b><u>Reference Contact:</u></b>	
<b><u>Telephone:</u></b>	
<b><u>E-mail:</u></b>	

<b><u>Reference 3</u></b>	<b><u>Contractor's Comments</u></b>
<b><u>Company Name:</u></b>	
<b><u>Start and Completion Date:</u></b>	
<b><u>Reference Contact:</u></b>	
<b><u>Telephone:</u></b>	
<b><u>E-mail:</u></b>	

Provide information on the following:

13. Contractor's demonstrated ability to provide the Goods and Services. Describe how the Contractor will provide the Services as specified in this RFQ (Use the space provided and/or attach additional pages if necessary):

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14. Identify Contractor's procedures in place and action plans with as specified in Schedule A, section 3 Emergency and Evacuation Procedures.

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15. Describe how the Contractor will ensure that the staff are displaying a positive public image at all times.

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16. Provide a list of recommended signage related to the daily operation of the Guarded Swimming Areas. (All signage are subject to City's Department Representative's approval).

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17. Describe how the Contractor will work with the City Department Representative to ensure a successful and timely preparation, safe opening operation, maintenance and sign-off of the Guarded Swimming Areas for each season.

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18. Describe how the Contractor will provide a comprehensive final seasonal operating report on an annual basis. Provide samples of each report listed in Schedule A, section 7.1.

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19. Describe how the Contractor will manage the annual sign-off on the Guarded Swimming Areas ensuring that they will be in good or better condition than they were received and accepted by the Contractor.

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20. **Training:** Describe/outline any specific training and development programs (i.e. Occupational Health and Safety) that your company employs and the number of hours of training provided to new staff and current staff on a recurring basis.

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21. **Sustainability:** Provide information on any initiatives, programs implemented (i.e. alternative fuel vehicles) that the Contractor has made that could be considered environmental, financial/economic, social/ethically sustainable value:

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22. Due to the COVID-19 situation, please provide a response to the following:

(a) Risk Mitigation Plan, that adheres to the current guidelines on HealthLinkBC and WorkSafeBC, that addresses, at minimum:

- preventative measures (e.g. social and physical distancing and supplies);
- policies for employees related to sickness (e.g. the steps you are taking to protect the health and safety of your staff, your plan for employees who may have, or think they may have, been exposed to the virus, have tested positive or are exhibiting symptoms).

(b) Business Continuity Plan, for execution of the Services that details how you are planning to minimize known and reasonably foreseeable impacts of COVID-19 on your business.

This plan should address, at minimum:

- training for staff and back-up resources;
- staff absences (e.g. planning for significant staff absences);
- potential material supply and subcontractor disruption; and
- any other current or reasonably foreseeable COVID-19 impacts to the delivery of the Services.

23. 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 \_\_\_\_\_, 2021.

**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)