REQUEST FOR QUOTATIONS

Title: **CITY-WIDE ROUGH MOW**

Reference No.: 1220-040-2021-011

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: March 16, 2021

TABLE OF CONTENTS

1. INTRODUCTION....3
2. ADDRESS FOR DELIVERY....3
3. DATE....3
4. INQUIRIES....3
5. ADDENDA....3
6. NO CONTRACT....4
7. ACCEPTANCE....4
8. CONTRACTOR'S EXPENSES....4
9. CONTRACTOR'S QUALIFICATIONS....4
10. CONFLICT OF INTEREST....4
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS....4
12. CONFIDENTIALITY....5
13. SIGNATURE....5

ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT.... 6

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.... 22
SCHEDULE A-1 – LANDSCAPE MAINTENANCE SPECIFICATIONS AND CHECKLIST.... 31
SCHEDULE A-2 – LANDSCAPE MAINTENANCE SITE LIST.... 32
SCHEDULE A-3 – MAPS.... 33
SCHEDULE B – QUOTATION.... 34

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

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 April 1, 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
Reference:	1220-040-2021-011

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 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.

Attachment No. 1 - AGREEMENT – GOODS AND SERVICES

Reference Title: **City-Wide Rough Mow**

RFQ No.: 1220-040-2021-011

THIS AGREEMENT dated for reference this _____ day of _____, 202_.

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 31st;
(c) "City" means the City of Surrey;
(d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
(e) "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) "Indemnitees" 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
(k) "Year of the Term" as used herein shall mean each twelve-month period commencing on (START DATE).

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;
Schedule A-1 – Landscape Maintenance Specifications and Checklist;
Schedule A-2 – Landscape Maintenance Site List;
Schedule A-3 – Maps; 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.

2.1.1 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 2.1.1 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 22 (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.

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.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on **(May 1, 2021)** and terminating on **April 30, 2022)** (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 (4) one-year renewal 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 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.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

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

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and 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.

6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca

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

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

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

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 18.4 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.

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. DAMAGE TO PROPERTY

13.1 The Contractor shall carry on his operation in such a manner that he does not damage the existing curbs, pavement, ground areas, trees, shrubs, turf, guardrail, utilities, delineators, irrigation systems or other existing structures.

13.2 The Contractor shall not mow during wet conditions where turf damage or ruts would occur. In the event damage occurs by reason of mowing operations, the Contractor shall replace or repair same at his own expense and as directed by the City.

13.3 The Contractor has the option to make the repairs under the guidance of the City; or the City will make the repairs and back bill the Contractor for labour, materials and overheads.

14. ACCIDENTS: MOWING EQUIPMENT SAFETY

14.1 Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the Surrey R.C.M.P and a report requested. The City shall also be contacted immediately and be provided a copy of any reports. Not reporting an incident to the Surrey RCMP or the City may result in termination of this agreement.

14.2 The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defence which may be caused by Contractor’s performance of this Agreement, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Agreement.

15. PROBATION PERIOD

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

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

16. CITY RESPONSIBILITIES

16.1 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.

16.2 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.

16.3 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.

17. DEFICIENCIES

17.1 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.

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

18. DEFAULT AND TERMINATION

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

19. CURING DEFAULTS

19.1 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.

20. DISPUTE RESOLUTION

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21. SUSPENSION OF WORK

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

22. WCB AND OCCUPATIONAL HEALTH AND SAFETY

22.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

22.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the

Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.

22.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, 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.

22.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

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

22.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

22.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

23. BUSINESS LICENSE

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

24. GENERAL PROVISIONS FOR GOODS

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

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

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

24.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

25. COMPLIANCE

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

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

26. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

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

27. WAIVER

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

28. APPLICABLE LAW

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

29. NOTICES

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

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

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

30. MERGER AND SURVIVAL

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

31. ENTIRE AGREEMENT

31.1 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.

31.2 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.

32. SIGNATURE

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

32.2 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.

33. FUEL EMISSIONS DATA

33.1 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.

33.2 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

34. NON-ROAD DIESEL ENGINE EMISSION REGULATION

34.1 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.

34.2 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.

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

34.4 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.

35. ENUREMENT

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

This Agreement is executed by the City of Surrey this _____ day of _____, 202 _.

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 _____, 202_.

<<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

1.0 SCOPE OF SERVICES

1.1 The Contractor should provide all necessary personnel, equipment, tools, materials, supervision and all other items and services to perform landscape maintenance, rough mow services, on a biannual schedule, for vegetation control at various locations as set out in Schedule A-2 and in accordance with the herein detailed maps, specifications and requirements.

2.0 STANDARD OF WORK

2.1 All work shall be performed in a professional manner and in accordance with good trade practice based on the *BC Landscape Standard*, and must be continually acceptable to the City.

All labour and supplies shall continually conform to the recognized standards accepted by applicable industry trade associations, and to the most current applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. The Contractor shall be responsible for all costs associated with applying for and adhering to these codes, by-laws, regulations, permits and requirements.

2.2 The Contractor shall have a good working knowledge of these codes, by-laws, regulations, permits and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. Any and all changes to these codes, by-laws, regulations, permits and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.

2.3 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 for work completed.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor will provide an approved application (APP), compatible with IOS and Android systems for streamlined documentation of all service reports. At every Service, the APP's inspection and administrative fields must be fully filled out to record the start and end of each service, confirm service location; record inspection details and reports any issues.

a. Failure to fully complete all required fields within the APP may result in a deficiency notice per Service and may result in a $100 service credit per day.

3.1 The Contractor shall immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage to the facility and/or to protect facility visitors from injury. After

regular working hours (7:00 am to 3:30 pm), emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.

In the event of any incidents, altercations or accidents involving the public, Contractor employees or City employees, the Contractor will notify the City immediately, and follow up in writing by 10:00 a.m. the following day. The City may require a detailed writt en incident report from the Contractor describing the hazard, unsafe working condition or incident.

a. Failure to report these situations may result in a deficiency notice and may in a $100 service credit for each occurrence.

3.2 Smoking is not permitted in any City park or building.

3.3 The Contractor's employees may not use City property for personal use.

4.0 SCHEDULE

4.1 The rough mow services include two (2) complete mowing cycles per year for Background service level, and one complete mowing service per year for Industrial service level. Each rough mowing services cycle is to be completed within the specified time period from the date of commencement. All areas indicated on the maps as specified in Schedule A-2 are to be cut completely. A mowing cycle will be considered complete when all litter, mowing and hand trimming services where applicable are completed to the satisfaction of the City.

4.2 The two (2) rough mowing cycles are:

(a) First rough mow cycle is set as May 1st – May 31st 2021, unless otherwise agreed to by the City; and
(b) Second rough mow cycle is set as July 15th – August 15th 2021, unless otherwise agreed to by the City.

4.2 All aspects of litter, mowing and other related maintenance work at each site is to be completed as one consecutive operation on the same day and/or next consecutive morning. If the work scheduled cannot be met or an additional day(s) is required, the Contractor must notify the City's Department Representative and provide an alternative schedule for approval.

4.2.1 Failure to notify the City in writing and/or provide an alternative schedule for approval may result in a deficiency notice and may result in a $100 fine per occurrence.

4.3 The Contractor may not change the regular maintenance schedule due to their work force issues.

4.4 Mowing shall be performed only during the hours of daylight Monday through Friday from 7:00am to 5:30pm or as otherwise directed by the City.

4.5 The City reserves the right to increase or decrease the number of rough mowing services for any geographic location. There shall be no penalty or additional cost to the City for any reduction in the amount of work required. If the City requires an additional site to be

serviced, the pricing will coincide with the unit cost for added sites, as set out in Schedule B.

5.0 CONTRACTOR'S ROLES AND RESPONSIBILITIES

5.1 Subject to any limitation set forth herein, the Contractor shall have complete control of the landscaping services and shall effectively direct and supervise all work and activities associated herewith, using its best skill and attention, and shall be solely responsible for all safety, methods, techniques, sequences and procedures and for coordinating parts of the Services.

5.2 The Contractor shall:

(a) carry out its obligations and duties and provide the rough mow Services as specified and in accordance with Schedule A-1 Landscape Maintenance Specifications and Checklist with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of the Agreement and at all times act in accordance with all applicable professional standards, principles and practices;

i. **Failure to provide, complete and/or report one or more of the duties listed within Schedule A-1, Landscape Maintenance Specifications and Checklist may result in a deficiency notice per incident.**

(b) provide all labour, materials, tools, equipment, transportation, hauling, dumping, and all other items necessary for the proper performance of the Services as specified herein;

(c) provide a supervisor, who will be responsible for the overall management and coordination of the Services;

(d) perform the Services at such times as are directed or required by the City;

(e) have regard to such requirements as may be conveyed to it by the City's Department Representative and shall comply with all reasonable directions of the City's Department Representative;

(f) obtain and maintain any permits that are required; and

(g) not use the City's name for any advertising or referencing purposes without the expressly written approval of the City's Department Representative.

6.0 PERSONNEL

6.1 The Contractor will supply sufficient labour plus provide all necessary supervision to adequately perform the Services and meet the schedule(s) & time lines.

6.2 The Contractor's personnel who will perform the Services should meet the following preferred qualifications and standards:

(a) Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
(b) Should be licensed to operate said equipment; and
(c) Should be able to speak, read and write in the English language.

6.3 The Contractor shall be responsible for all administrative functions and resources related to its personnel.

6.4 The Contractor should designate an individual to serve as the primary point of contact to oversee the Agreement. The Contractor should provide contact information that includes contact availability for 24 hours per day, seven (7) days per week, in case of an emergency or in case the City otherwise needs to contact the Contractor outside of the approved schedule.

6.5 The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the work area(s). The Contractor will meet with the City to consider the appropriate course of action with respect to such matter and the Contractor should take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the work area(s).

7.0 CLOTHING / IDENTIFICATION

7.1 The Contractor will ensure that:(a)All personnel will wear an attire in a form satisfactory to the Department Representative and that abides by all clothing requirements under the Workers Compensation Act and Regulations pursuant thereto; and. (b)all Personnel will at all times carry on their person, personal photographic identification.

7.2 **There may be a deduction of $100 per occurrence plus a deficiency notice issued for any day when the Contractor's attire does not meet the City requirements.**

8. COMMUNICATION

8.1 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.

8.2 The Contractor will designate an individual to serve as the primary point of contact for the duration of the Term of this 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.

8.3 The Contractor, or designate, must respond to City requests for time-sensitive and emergency services within two (2) hours, and general inquiries within twenty-four (24) hours unless otherwise stipulated in the agreement.

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

9. CONTRACTOR'S EQUIPMENT

9.1 The Contractor's equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and mowing 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. Some sites have limited access not suitable for large area mowers; it is the Contractor's responsibility to provide equipment suitable for access to the site.

a. All mowing equipment that is to be used on job site must be safe and in good working order with sharp cutting edges.

b. Equipment used must have safety features and accessories, as to continually meet all current WCB regulations and/or laws.

c. Mowers must be equipped with appropriate guards and/or deflectors to direct all debris downwards and restrict foreign objects from being thrown from the cutting unit enclosure.

9.2 All of the Contractor's vehicles and mowing equipment 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. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a City Contractor. This shall not replace the company identification on the sides of vehicles and equipment.

9.3 All of the Contractor's vehicles and mowing 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 Operator mounted mowing equipment and tractors must be equipped with low-pressure floatation tires designed for use on turf.

9.5 Driving speed through City parks will be at a maximum of 10 kms/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.

9.6 The mowing equipment shall not travel in excess of 10 kms/hour through City parks. The Contractor's mowing equipment operators shall maintain good safety and driving records, and use extreme caution during mowing.

9.7 In case of equipment failure the Contractor will notify the City of the failure immediately and must arrange for reserve equipment, with the intent to maintain the schedule frequency.

10. PARK SECURITY

10.1 Any park gates/bollards opened for access into a Park site should be immediately replaced and secured after entrance, then reopened and resecured again when exiting the park. The Contractor will be liable for any damages resulting from not replacing a bollard or securing a bollard or gate.

a. Failure to securely replace a bollard or secure a gate upon immediate entry/exit into or out of a park may result in a deficiency notice and may result in a $100 service credit per incident.

b. Any claims related to unreplaced or unsecured bollards or gates will be the Contractor's responsibility.

11. FACILITY/GATE KEYS

11.1 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.

11.2 Keys will be signed for by the Contractor and upon completion or termination of the Agreement will be returned to the City.

a. Failure to return keys to the Department Representative or designate within three (3) working days of completion or termination of the Agreement will incur a $100 service credit per day.

11.3 Lost keys / FOBs must be reported immediately to the City within twenty (24) hours from the time the incident occurred.

a. 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.

b. Not reporting lost keys and /or FOBS to the City within 24 hours may result in a deficiency notice and may result in a $100 service credit.

12. NON-INTERFERENCE

12.1 The Contractor will not interfere with the public use of the facility and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the Services are to be performed. The Contractor shall at all times ensure the safety of the public while working on Surrey public rights-of-way.

12.2 In carrying out the Service, or any portion thereof, 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.

13. SIGNAGE

If an area must be closed off to ensure public safety while work is underway, the Contractor must appropriately cone off and secure the area and provide adequate signage.

14. TRAFFIC CONTROL

The Contractor is to conduct in such a manner to avoid unnecessary interference to existing traffic. For all works on City streets, lanes or sidewalks, all traffic control to be provided by the Contractor, at the Contractor's expense. The Contractor to adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways".

14.1 The Contractor is to provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flag-persons, watch-persons and lights as may be necessary or as may be ordered by the City in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the City's opinion keep any roadway open for the use of the public, or for some restricted use specified by the City for such width as the City may direct.

14.2 The Contractor will, from the date of commencement to the date of completion of the Contractor's Work on a given project, assume responsibility for the barricading and signing of hazards resulting from such works, or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above mentioned date of commencement.

14.2 When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City shall have the power to order additional lights at the Contractor's expense if, in the City's opinion, they are or may be required.

14.3 No lane closures are permitted during the periods 7am – 9am and 3pm – 6pm, Monday to Friday. Where a safe environment cannot be maintained, the Contractor shall schedule his work during low traffic times at no additional cost to the City.

14.4 The Contractor may be requested to apply for and obtain a Traffic Obstruction Permit from the City.

15. LOST PROPERTY

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

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

16. INCLEMENT WEATHER

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

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

16.3 If the Contractor deems work cannot be completed as per the weekly schedule due to inclement weather, the Contractor must contact the City within 24 (twenty-four) hours and provide an alternative work plan for approval.

a. Failure to contact the City regarding the delay and or to provide an alternative work plan for approval will result in a deficiency notice and may result in a $100 service credit per incident.

16.4 In the case of extreme weather situations resulting in extensive landscape damage and/or required remediation (i.e. wind storm resulting in heavy branch/vegetative debris) that the Contractor believes to be outside of the Scope of Services (Appendix 1), the onus is on the Contractor to contact the City and discuss possible options. The City's Department Representative, or designate, shall make the final decision as to whether or not the resulting damage and/or required remediation/removal is within the Scope of Services.

16.5 The Contractor may not work or perform services that will result in damaged groundcover or turf areas due to site conditions. Site conditions affecting work performance must be reported to the City representative via the app.

a. Unreported issues will be considered a missed service and may result in a deficiency notice per incident.

13. ENVIRONMENTAL PROTECTION

16.6 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.

16.7 Pesticides shall <u>NOT</u> be applied as per By-Law 17160.

17. HEALTH, SAFETY AND PROTECTION

17.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every

precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.

17.2 Accident Reports: The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative or designate within one hour of occurrence and a written follow-up report to the Department Representative or designate within 24 hours of the occurrence.

17.3 The Contractor must:

(a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of contractor's personnel;

(b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;

(c) Take such additional precautions as the Department Representative, or designate may reasonably require for health, safety and environmental protection; and,

(d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate shall be grounds for termination of this contract in accordance with the Default Clause of this Contract.

-END OF PAGE-

SCHEDULE A-1
LANDSCAPE MAINTENANCE SPECIFICATIONS AND CHECKLIST

A. LAWN AREAS:

1. **Mowing:** Contractor shall perform rough mowing operations in a professional manner and in accordance with good trade practice based on the *BC Landscape Standard* (Maintenance Level 6, Service & Industrial). Grass is to be cut as short as possible in all designated areas, and as close as practicable to all fixed objects.

   When mowing within 3.6 meters (12 feet) of the shoulders of main traffic lanes, mowers with rear or left discharge shall be operated in the opposite direction of traffic and mowers with right discharge shall be operated in the direction of traffic. Traffic control may be required and is the responsibility of the Contractor.

   All adjacent hard surface areas must be free of any grass clippings after each mowing service.

2. **Litter Control:** On each visit the Contractor shall be responsible for the collection and removal of all non-vegetative litter debris from all lawn areas within the contracted site, before and after completing the rough mow service. All material is to be disposed of off-site in an acceptable manner.

3. **Line Tri1.mming:** All drainage lids, posts, rocks, signs, curbs and expansion joints, fence lines (including interior fence lines on sports fields), log rail, buildings, pathways, sidewalks, expansion joints, tree wells and stake and all other hard surfaces and ground level objects adjacent to lawn areas must be neatly trimmed with no scalping of turf or damage to finish of objects. Preventative measures must be taken to ensure that no damage is caused by the Contractor's equipment to trees, sprinkler heads, monuments or other ground level or above grade fixtures. Where a tree well does not exist, line trimming around trees should be done up to four (4) inches from tree trunks. All effort shall be made to prevent line trimmer from striking the bark of trees. Any bark or trunk damage caused by the contractor will result in the full replacement cost of tree being charged to the contractor.

B. REPORTING:

1. **Reports:** The Contractor shall report via the service App at every service to acknowledge full completion of the Rough Mow Scope of Services (Schedule A).

   Failure to provide the City with a service report at every service will result in a deficiency notice and may result in a $100 fine per incident.

2. **Encroaching Vegetation Reporting:** Any encroaching vegetation that is obstructing Pedestrian traffic corridors and/or sightlines must be photo-documented and reported via the service App.

SCHEDULE A-2
LANDSCAPE MAINTENANCE SITE LIST

"RFQ# 1220-040-2021-011_City-Wide Rough Mow_Site List 2021":

Site Lists may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2021-011 and proceed.

Hostname:	https://mft.surrey.ca
Login ID:	surreybid
Password:	Welcome (Click on Login)
Locate Folder:	1220-040-2021-011

SCHEDULE A-3
MAPS

Maps may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2021-011 and proceed.

Hostname:	https://mft.surrey.ca
Login ID:	surreybid
Password:	Welcome (Click on Login)
Locate Folder:	1220-040-2021-011

SCHEDULE B - QUOTATION

RFQ Title: **CITY-WIDE ROUGH MOW**

RFQ No: 1220-040-2021-011

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

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):

_____

_____

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):

   _____

   _____

   Please State Reason for the Departure(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. 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)

_____

_____

Please State Reason for the Departure(s):

_____

_____

SECTION B-2

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and/or Services for the prices plus applicable taxes as follows – please complete the Microsoft Excel pricing spreadsheet, **"RFQ# 1220-040-2021-011_City-Wide Rough Mow_Fees & Payment Table And Site List 2021"**.

RFQ#
1220-040-2021-011_

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:**

Notes: - Overheads, General Conditions and Profit are to be included in the above amounts.
- Pricing is to be in Canadian Currency.
- The Contractor will provide all labour, materials, tools and equipment necessary to perform landscape maintenance: rough mow services

SECTION B-3

Time Schedule:

9. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

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

SECTION B-4

Key Personnel & Sub-Contractors:

10. 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: _____

11. 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):

Description of Goods & Services	*Sub-Contractors & Material Suppliers Names*	*Years of Working with Contractor*	*Telephone Number and Email*

SECTION B-5

Experience, Reputation and Resources:

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

_____

_____

13. Contractors should provide references (name and telephone number). (use the spaces 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.

_____

_____

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

_____

_____

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

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

❒ Applicable as follows ❒ Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		❒ Tier 0 or ❒ Tier 1	
2		❒ Tier 0 or ❒ Tier 1	
3		❒ Tier 0 or ❒ Tier 1	
4		❒ Tier 0 or ❒ Tier 1	
5		❒ Tier 0 or ❒ Tier 1	

16. 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 _____, 202_.

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)

TPL. Request For Quotations – Goods and Services, Template
Updated: July 2020
RDO