



REQUEST FOR QUOTATIONS

Title: RIPARIAN WATERING SERVICES

Reference No.: 1220-040-2021-024

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: March 4, 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.....	5
12. CONFIDENTIALITY.....	5
13. SIGNATURE.....	5
14. MULTIPLE CONTRACTORS.....	5
ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT.....	7
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....	27
SCHEDULE B – QUOTATION.....	43

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

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s computer equipment functions properly so that the City receives the Quotation.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

3. DATE

The City would prefer to receive Quotations on or before **March 25, 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: 1220-040-2021-024

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “**Websites**”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites 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. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City

dividing up the Goods and Services and entering into one or more Contracts with one or more Contractors.

-END OF PAGE-

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: RIPARIAN WATERING SERVICES
Reference No.: 1220-040-2021-024

FOR THE SUPPLY OF GOODS AND SERVICES

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	GOODS AND SERVICES	4
3.	TERM	5
4.	TIME	5
5.	FEES	5
6.	PAYMENT	5
7.	USE OF WORK PRODUCT	7
8.	PERSONNEL AND SUBCONTRACTORS	7
9.	LIMITED AUTHORITY	8
10.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	9
11.	WARRANTIES	9
12.	INSURANCE AND DAMAGES.....	10
13.	CITY RESPONSIBILITIES	11
14.	DEFICIENCIES.....	11
15.	DEFAULT AND TERMINATION.....	12
16.	CURING DEFAULTS	13
17.	DISPUTE RESOLUTION	13
18.	WCB AND OCCUPATIONAL HEALTH AND SAFETY	13
19.	BUSINESS LICENSE.....	14
20.	GENERAL PROVISIONS FOR GOODS	15
21.	COMPLIANCE	15
22.	JURISDICTION OF COUNCIL AND NON-APPROPRIATION.....	15
23.	WAIVER.....	16
24.	APPLICABLE LAW	16
25.	NOTICES.....	16
26.	MERGER AND SURVIVAL	16
27.	ENTIRE AGREEMENT	16
28.	SIGNATURE.....	16
29.	FUEL EMISSIONS DATA	17
30.	NON ROAD DIESEL ENGINE EMISSION REGULATION	17
31.	ENUREMENT	18
	SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	19
	SCHEDULE A-1 LIST OF SITES	24
	SCHEDULE A-2 MAPS.....	27
	APPENDIX 1 PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING	100
	APPENDIX 2 CONTRACTOR HEALTH & SAFETY EXPECTATION – RESPONSIBILITY OF CONTRACTORS	101
	SCHEDULE B – QUOTATION	105

DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **RIPARIAN WATERING SERVICES**

THIS AGREEMENT dated for reference this ____ day of _____, 2021.

AGREEMENT No.: 1220-040-2021-024

BETWEEN:

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

AND:

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

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**Calendar Year**" means the time period from January 1st to December 31st;
- (c) "**City**" means the City of Surrey;
- (d) "**Contractor**" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "**Fees**" means the price set out in Section 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 (May 1, 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) Addenda (if any);
- (c) the RFQ; and
- (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A	Specifications of Goods & Scope of Services;
Schedule A-1	List of Sites;
Schedule A-2	Maps;
Appendix 1	Prime Contractor Designation – Letter of Understanding;
Appendix 2	Contractor Health & Safety Expectation – Responsibility of Contractors; 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, and as described in Schedule B.

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

2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B. 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 Work 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 Work. 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 Work, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Work, 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 23 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Work 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 Work.

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 thirty (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 two (2) additional one (1) year terms. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

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

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 months (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 relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number <☞ insert purchase order or contract reference number> , the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 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; and
- 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.
- 6.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

- 6.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

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

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

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

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

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

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

- 6.8 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.

The Contractor will ensure that:

- (a) all personnel will wear an attire in a form satisfactory to the City and that abides by all clothing requirements under the *Workers Compensation Act* and Regulations pursuant thereto;
 - (b) all personnel will wear high visibility vests. High visibility vests are to be provided by the Contractor; and,
 - (c) all Personnel will at all times carry on their person, personal photographic identification.
- 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.

8.6 Preferred Qualifications

The Contractor should be experienced in vegetation management and have experience in managing riparian vegetation. The Contractor's management approach must be consistent with applicable local, provincial and federal regulatory requirements.

Contractor's crews should be able to demonstrate the following skills, and may be required to undertake a written test, administered by the City:

- (a) Strong skills in reading and understanding drawings and maps;
- (b) Understanding of B.C. Landscape Standards for natural area maintenance;
- (c) Strong knowledge of native and invasive plant identification; and
- (d) Strong knowledge of being able to identify plants that are showing signs of drought stress

Contractor crew leads should meet the following preferred qualifications and be able to provide documentation to the City upon request:

- (a) Completion of grade 12, supplemented by successful completion of five additional relevant courses from an approved post-secondary education institution in any of the following course areas:
 - i. Biology
 - ii. Urban land management
 - iii. Ecology
 - iv. Conservation
 - v. Wildlife management
 - vi. Fisheries resource management
- (b) Plus a minimum of two (2) years of recent experience in the management of natural areas.

OR

- (c) Completion of Grade 12 and a Technical Certificate Program (one year full-time) from an approved post-secondary institution, supplemented by six (6) months of recent experience in the management of natural areas.

OR

- (d) Completion of a diploma program from an approved post-secondary institution, with a minimum of six (6) months recent experience in the management of natural areas.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

11. WARRANTIES

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, and 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) Contractor's equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest; the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the

Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

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

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and

- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. 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 shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.
- 18.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the

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

- 18.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.4 The Contractor agrees that it is the prime contractor for the work as defined in the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers' Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. 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.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 18.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 18.7 The Contractor understands and undertakes to comply with all the WCB 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, materials, products and any future MSDS updates will be forwarded.

**Refer to Appendix 1 Prime Contractor Designation – Letter of Understanding
Refer to Appendix 2 Contractor Health & Safety Expectations, Responsibility of Contractor(s)**

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

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

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

21. COMPLIANCE

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30

days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

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

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

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

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

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

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

28. SIGNATURE

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

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

29. FUEL EMISSIONS DATA

29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as "Traditional Services" in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:

- Type of vehicle/vehicle class used to deliver the contracted services;
- Type of fuel consumed by each vehicle class; and
- Litres of fossil fuels consumed in relation to the service delivered under the contract.

29.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>.

30. NON ROAD DIESEL ENGINE EMISSION REGULATION

30.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

30.2 Other important information:

- Non-road Tier 1 engines must be registered and pay fees to operate,
- Failure to comply with the Bylaw may result in fines up to \$200,000, and

· 80% of fees paid into the program can be recovered.

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

30.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

31. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A



**SPECIFICATIONS OF GOODS AND
SCOPE OF SERVICES**

**SCHEDULE A
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

PROJECT TITLE: RIPARIAN WATERING SERVICES

1. PURPOSE

1.1 The Contractor is to supply and deliver to the City everything required including all skilled labour, plant, tools, materials, equipment necessary to carry out designated work associated with vegetation maintenance, watering plant stock in riparian areas. Specifically, the work will include season-long watering of City-wide sites as directed by the City.

2. SCOPE OF SERVICES

2.1 General Information

2.1.1 The Contractor will provide an annual work program for the sites listed in Schedule A-1 and A-2 at the commencement of the Term. The Contractor will be required to develop a calendar of work to be scheduled throughout the Term.

2.1.2 The Services must be done in accordance with:

- (a) British Columbia Landscape and Nursery Association Standards;
- (b) Riparian Ecosystems;and
- (c) Individual site prescriptions developed annually by the City's contracted environmental consultant overseeing riparian areas maintenance programs (if applicable).

2.2 Methodology

Services to be performed by the Contractor should include but are not limited to the following:

2.2.1 General

- (a) At all sites where Services are being provided, the Contractor will maintain a site log book. Information to be tracked each time a site is visited includes the date, time arrived to the site, the time the site was left, the weather conditions during the site visit, the amount of water utilized at the site, and any other observations of the site during the visit.
- (b) The Contractor's program manager is responsible to train each of the its crew on the extent of all site works at each location at the start of the work program to ensure that no habitat polygon areas are missed and that the boundaries of work are well defined. The Contractor's program manager should confirm the proper information is being followed throughout the Term.
- (c) An on-site meeting with the Contractor's crew and the City's environmental consultant team overseeing the site prescriptions should occur before the start of the watering season to ensure that all crew understand the watering prescriptions for each of the sites and are able to locate all the polygon areas to be watered.

2.2.2 Watering City-wide Sites

- (a) The Contractor is to apply water via a tank and a hose, or a backpack watering device, to plants within defined riparian habitat polygons. The water is to be applied in a method that ensures that the water penetrates the root zone of the plants and avoids run-off.
- (b) Access to the sites is variable with some sites being at roadside locations, while other sites will require crews to bring water to the plant stock.

3. SCHEDULE OF WORK AND HOURS OF OPERATION

- 3.1 The Contractor is to complete the scheduled watering program, weather dependent, approximately between May 1st and October 1st. Watering will be dependent upon the weather and the Contractor will be expected to start-up and shut down within two (2) days' notice from the City.
- 3.2 The general hours of operations will be 7:30 a.m. to 5:00 p.m. Some sites may have a shorter period of the day where they are accessible. Days of operation will be Monday through Friday. No work will be performed on weekends or statutory holidays, except as otherwise agreed to in writing by the City.
- 3.3 Monthly in-person or on-site meetings with the Contractor's program manager may be required to discuss the work program and ensure that the crew is meeting the requirements.

4. VEHICLES AND EQUIPMENT

- 4.1 The Contractor's equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information.
- 4.2 All of the Contractor's vehicles should 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.
- 4.3 All of the Contractor's vehicles 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.
- 4.4 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.

5. INCLEMENT WEATHER

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. COMMUNICATION

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

7. NON INTERFERENCE

- 7.1 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.
- 7.2 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.

8. ENVIRONMENTAL PROTECTION

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

9. HEALTH, SAFETY AND PROTECTION

- 9.1 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.
- 9.2 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.
- 9.3 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement the Contractor must:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Contractor's personnel performing or in any way coming into contact with the performance of this Agreement;
 - (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 reasonable 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 Agreement in accordance with the Default Clause of this Agreement.

- END OF PAGE -

SCHEDULE A-1



LIST OF SITES

2021 Riparian Watering Sites

(May 1 – October 1, 2021) 22 weeks

Site ID	Location	Site Access	Work Description	Notes
LTM 2	Channel east of 192 St. and south of 26 Ave.	North End: Gate entrance to gravel access road located across from intersection of 192 st. and 26 Ave. 2500 blk reach:access from end of 24 Ave. east of 192 St. Access the pit and head north along gravel road.	Watering: 2x/wk. 2019 planted stock within block 2500 and at the north end of the site to be watered 2 times weekly during dry weather periods May 1 – October 1. Watering 600 trees, 500 shrubs.	Campbell Heights Access only open 7am – 3pm. Must inform City contact on-site of watering schedule.
LTM 6	Tynehead Park: Serpentine Hills Parking lot at 172 St. and 96 Ave.	From the parking lot vehicle access to park path that leads to each planted area. Walk in to each biopond habitat area to water individual plants.	Watering: 3x/wk. Water all newly planted stock that is interplanted among existing stock 3 times weekly during dry weather periods May 1 – October 1. All new plants have orange flagging tape. Watering 501 shrubs/trees across ~7,000m ² habitat.	Need authorization from Metro Vancouver to access site and confirm watering schedule.
LTM 18	122 St. at 70 Ave. intersection	Roadside. Located on east side of 122 St. at bend in the road where it turns into 70 Ave. Parking and bathrooms at Kabaddi Park.	Watering: 3x/wk. Water all newly planted stock that is interplanted among existing stock 3 times weekly during dry weather periods May 1 – October 1. All new plants have red flagging tape. Watering 359 plants.	-
LTM 20	Immediately E of 152 St. and S of Colebrook Road	Roadside access	Watering 1x/wk. Water all plants once weekly during dry weather periods from May 1 to October 1). Watering 2960 plants.	-

2021 Riparian Watering Sites cont.

(May 1 – October 1, 2021) 22 weeks

Site ID	Location	Site Access	Work Description	Notes
LTM 21	roadside habitats around intersection of 189a St. and 52 Ave.	Pull off the road onto the grassy area on the west side of 189a St., north of 52 Ave.	Watering: 2x/wk new stock and 1x/wk established plant stock along furrows. Water all new trees 2 times per week during dry weather periods from May 1 to October 1. Watering 227 plants. Water established plant stock along the 4 established furrows 1 time a week from May to October 1. Watering 200 plants.	-
LTM 23	From 168 St. heading southbound take the access road (1 st left that is south of the 2 nd set of railway tracks)	Vehicle pathway access	Watering 2x/wk. Water all new newly trees that are interplanted among existing stock 2 times weekly during dry weather periods May 1 – October 1. All trees to be watered have fencing around them. Watering 359 plants.	ABUS key required to open gates to access pathways. Adjacent to site LTM 49.
LTM 26	11941 River Road	Vehicle pathway access	Watering: 3x/wk. Water all newly planted stock that is interplanted among existing stock 3 times weekly during dry weather periods May 1 – October 1. New stock indicated by red flagging tape. Watering 77 plants.	ABUS key required to remove bollards to access path.
LTM 36	Access road entrance at 116a Ave. east of Surrey Rd	Key required for gate access. Drive up access road to the pedestrian footbridge. Habitat areas on both banks of channel	Watering 1x/wk. Water planted shrubs and trees once weekly during dry weather periods from May 1 to October 1. Watering 1390 plants.	Key required for gate access.
LTM 40	Robson Park – 12678 100 Ave.	Access from cul de sac at 99a Avenue east of 124 B street.	Watering 2x/wk. Water all planted stock 2 times weekly during dry weather periods from May 1 to October 1. Watering 589 plants across ~1600m ² habitat.	Parks American Lock key required to open lock on bollards.
LTM 41a	115A Ave, east of Roxburgh Rd.	Roadside access	Watering 2x/wk. Water all planted shrubs and trees twice weekly during dry weather periods from May 1 to October 1. Watering 180 plants.	Site is after a gate that is periodically closed

2021 Riparian Watering Sites cont.

(May 1 – October 1, 2021) 22 weeks

Site ID	Location	Site Access	Work Description	Notes
LTM 41b	East end of Ravine Road; east of 132 St.	Park at end of Ravine road. Habitat areas located on slope next to channel.	Watering 2x/wk. Water all planted shrubs and trees twice weekly during dry weather periods from May 1 to October 1. Watering 233 plants.	This location is frequented by homeless people and they leave
LTM 43	Habitat area located on east side of 144 St. immediately north of 84 Ave.	Roadside access	Watering 1x/wk. Water planted shrubs and trees once weekly during dry weather periods from May 1 to October 1. One habitat area located on either side of 144 street. Watering 118 plants.	Large roadside pull-off located on east side of 144 street.
LTM 44	Habitat area is located on east side of 148 St. south of cul-de-sac on 87 Ave.	Roadside access	Watering 2x/wk. Water newly planted shrubs twice weekly during dry weather periods from May 1 to October 1. All new plants have orange flagging tape. Watering approx. 47 plants.	-
LTM 49	From 168 St. heading southbound take the access road (1 st left that is south of the 2 nd set of railway tracks)	Vehicle pathway access	Watering 2x/wk. Water all planted shrubs 2 times weekly during dry weather periods May 1 – October 1. Watering ~750 plants across ~1365m ² habitat (2019 plants = 500; spring 2021 plants = 252).	ABUS key required to open gates to access pathways. Adjacent to site LTM 23.
LTM 50	From 192 Street turn onto Colebrook Rd heading East. Bridge is 180m eastward from 192 St.	Vehicle access with pullouts on North and South sides of the road	Watering 3x/wk. Water all plant stock in the 4 planted areas around the bridge three times weekly during dry weather periods from May 1 to October 1. Watering 591 plants (or may be 279 plants if new ones aren't planted in spring 2021).	At onset of project confirm actual number of plants to be watered with environmental consultant contact for project.
G14	West of 121 St. north of 68 Ave.	Access cougar creek pond at end of cul de sac of 121 St. Habitat areas are located along pedestrian trail west of cul-de-sac.	Watering 1x/wk. Water all plants in polygons E and F once weekly during dry weather periods from May 1 to October 1. Plants have blue flagging tape. Watering ~750 plants.	End of cul-de-sac is blocked with concrete barriers.

2021 Riparian Watering Sites cont.

(May 1 – October 1, 2021) 22 weeks

Site ID	Location	Site Access	Work Description	Notes
G42	property border at 19425 63A Ave. and 79C park	Roadside Access	Watering 1x/wk. Water planted shrubs and trees once weekly during dry weather periods from May 1 to October 1. Water 322 plants (92 blue flagged plants & 230 red flagged plants)	-
G45	14340 90 Ave.	Roadside access. park at 89a Ave. and walk north on creekside trail	Watering 2x/wk. Water planted shrubs and trees two times a week during dry weather periods from May 1 - October 1. Watering 1500 plants.	-
G50	alley between 13327 and 13341 Marine Dr.	on west side of alley; access from landowner's property fence.	Watering 2x/wk. Water planted shrubs two times a week during dry weather periods from May 1 - October 1. Watering 30 plants.	Need access to site permitted by landowner (Trisha Chada, 1409 133a st., 604-535-9267)
REV 11	Robson Park (100 Ave. and 126 St.)	Nearest access is from pathway leading to Robson Park located at Woodland Pl. and 99 Ave.	Watering 1x/week. Water all 2019 plantings around ponds in Polygons A and D from May 1 to October 1. Watering ~282 plants	Parks American Lock key required to open lock on bollards.

SCHEDULE A-2



MAPS

SCHEDULE A-2 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 1220-040-2021-024 and proceed.

Hostname: <https://mft.surrey.ca>
Login ID: Surreybid
Password: Welcome (Click on Login)
Locate Folder: 1220-040-2021-024

APPENDIX 1



PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

**APPENDIX 1
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

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

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2021-024

Project Title and Site Location: Riparian Watering Services

Prime Contractor Name:

Prime Contractor Address:

Telephone/Fax Numbers:

Name of Person in Charge of Project:

Name of Person Responsible for Coordinating Health & Safety Activities:

Phone:

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance & Technology Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

APPENDIX 2



CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

**APPENDIX 2
CONTRACTOR HEALTH & SAFETY EXPECTATIONS
RESPONSIBILITY OF CONTRACTOR(S)**

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the Department Representative, or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

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

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.

- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015 : <u>August 15, 2014</u>

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

SCHEDULE B



FORM OF QUOTATION



SCHEDULE B - QUOTATION

RFQ Title: **RIPARIAN WATERING SERVICES**

RFQ No: 1220-040-2021-024

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

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

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

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

Site ID	Fee per Watering Service (One Day) (a)	Frequency of Watering (weekly) (b)	Sub-Total for Watering Services (a x b x 22 weeks) = (c)	Site Materials/ Disbursement Estimate (d)	Total Annual Site Cost (22 weeks services) (c) + (d)	Additional Fee per Watering Service (one day)
LTM 2	\$	2	\$		\$	\$
LTM 6	\$	3	\$		\$	\$
LTM 18	\$	3	\$		\$	\$
LTM 20	\$	1	\$		\$	\$
LTM 21	\$	2	\$		\$	\$
LTM 23	\$	2	\$		\$	\$
LTM 26	\$	3	\$		\$	\$
LTM 36	\$	1	\$		\$	\$
LTM 40	\$	2	\$		\$	\$
LTM 41a	\$	2	\$		\$	\$

LTM 41b	\$	2	\$		\$	\$
LTM 43	\$	1	\$		\$	\$
LTM 44	\$	2	\$		\$	\$
LTM 49	\$	2	\$		\$	\$
LTM 50	\$	3	\$		\$	\$
G14	\$	1	\$		\$	\$
G 42	\$	1	\$			
G 45	\$	2	\$			
G 50	\$	2	\$			
REV 11	\$	1	\$			
CURRENCY: Canadian			Subtotal:			
			GST 5%:			
			TOTAL QUOTATION PRICE:			

Note: Overheads, General Conditions and Profit are to be included in the above amounts. GST is not to be included in the hourly rate and will be extra. Site Material / Disbursement estimate should include any additional materials required for the site (e.g. water fill station access card(s), backpack watering, hoses, etc.) and mileage estimates.

Payment Terms:

A cash discount of ___% will be allowed if invoices are paid within ___ days, or net 30 days, on a best effort basis.

SECTION B-3

Time Schedule:

- 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: **Start date of services May 1, 2021**
End date of services October 1, 2021

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

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

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

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

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

SECTION B-5

Experience and References:

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

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

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		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

SAMPLE

SECTION B-6

16. 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.

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

This Quotation is offered by the Contractor this _____ day of _____, 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)