



REQUEST FOR QUOTATIONS

Title: Civic Grounds Maintenance Litter and Debris Removal

Reference No.: 1220-040-2022-104

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: December 5, 2022

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “**City**”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Draft Agreement – Goods and Services (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 – Draft Agreement – Goods and Services (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 receiving 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 **January 5, 2023** (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: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2022-104

Inquiries should be made no later than seven (7) business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within seven (7) business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will

issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

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 – Draft 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 No. 1 – DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: Civic Grounds Maintenance – Litter and Debris Removal

RFQ No.: 1220-040-2022-104

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

BETWEEN:

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

(the "**City**")

AND:

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

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Department Representative" means the Department Representative, or designate, who shall represent all City Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative, and notified to the Contractor;
- (f) "Fees" means the price set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) "Indemnities" has the meaning described in Section 11.2;
- (i) "RFQ" means the Request for Quotations;
- (j) "Services" means the services as described generally in Schedules A, A-1 and A-2 including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (k) "Term" has the meaning described in Section 3.1; and
- (l) "Year of the Term" as used herein shall mean each twelve-month period commencing on May 1, 2023.

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

- (a) this Agreement;
- (b) Schedule B – Quotation Extracts;
- (c) Schedule A – Specifications of Goods and Scope of Services; and
- (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A Specifications of Goods and Scope of Services;
Schedule A-1 Site List and Time Schedule;
Schedule A-2 Maps;
Attachment 1 Prime Contractor Designation – Letter of Understanding;
Attachment 2 Contractor Health & Safety Expectations – Responsibility of Contractor(s); and
Schedule B Quotation Extracts.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.

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

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

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

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

2.6 Pandemic Restrictions

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

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

3. **TERM**

- 3.1 The Contractor will provide the Goods and Services for the period commencing on **May 1, 2023** and terminating on **April 30, 2024** (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) separate one (1) year extensions. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.]

4. **TIME**

- 4.1 Time is of the essence.

5. **FEES**

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

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

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, 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. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<📄 insert purchase order or contract reference number>, the Contractor's invoice number, the names, charge-out rates and number of hours worked of all employees of the Contractor that have performed Services; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

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

- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

- 12.2 The indemnities described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

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

14. INSPECTION AND CORRECTION OF DEFICIENCIES

- 14.1 The Department Representative or designate may inspect the Contractor's performance of the Services and review whether the Services supplied by the Contractor is adequate in all respects and in conformity with the requirements as specified in Schedules A, A-1 and A-2.
- 14.2 If, in the opinion of the Department Representative, or designate the Contractor is not meeting the requirements of this Agreement, **deficiency notice(s)** shall be issued to the Contractor.
- (a) Performance deficiency corrections must be initiated within 24 hours by providing the Department Representative in writing, a completion timeline for approval.
 - (b) The Contractor must confirm in writing when the deficiencies are corrected.
- 14.3 For any deficiency that the City determines as requiring immediate correction, a deficiency notice will be issued and the Contractor will have two (2) hours from time of notice to initiate corrective action in any specific instance. Completion of the corrected deficiency must be confirmed.
- 14.4 Should the Contractor not furnish the designated approved supplies in adequate quantities, the City will purchase the needed supplies and charge them against the Contractor's invoice at the City's cost plus twenty percent (20%). A deficiency notice will be issued to document the inadequate provisions.
- 14.5 Failure to correct a deficient item of work or other contract requirement, within the established time period, or four deficiency notices in a thirty (30) day period, and in accordance with contract requirements shall constitute a valid **deficiency claim** and cause the City to issue a written notice to the Contractor. The deficiency claim shall describe each item of work that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, it shall notify the Contractor of dates of all previous valid deficiency claims issued under the contract and describe the consequences should additional valid deficiency claims be issued. Issuance of three (3) valid deficiency claims in a sixty (60) day

period or a total of seven (7) valid deficiency claims in a six (6) month period will be grounds for the City to declare the Contractor in default and may cancel the contract.

- 14.6 Any inspections carried out by the City do not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Agreement, from making its own inspections, and otherwise ensuring that the Services are being performed in full conformity with all terms and conditions of the Agreement.
- 14.7 The Department Representative or designate shall make the final decision as to whether or not any Service has been satisfactorily performed.
- 14.8 If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes at their own cost.

15. SUSPENSION OF WORK

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

16. DEFAULT AND TERMINATION

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

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

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

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

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

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

17. CURING DEFAULTS

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

18. DISPUTE RESOLUTION

- 18.1** The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this Section.
- 18.2** Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 18.3** Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia

International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

19. WCB OCCUPATIONAL HEALTH AND SAFETY

- 19.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 19.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 19.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 19.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 19.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

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

20. BUSINESS LICENSE

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

21. GENERAL PROVISIONS FOR GOODS

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

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

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

22. COMPLIANCE

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

- 22.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

24. WAIVER

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

25. APPLICABLE LAW AND CITY POLICIES

- 25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.
- 25.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

26. NOTICES

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

27. MERGER AND SURVIVAL

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

28. ENTIRE AGREEMENT

- 28.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.
- 28.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

29. SIGNATURE

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

30. FUEL EMISSIONS DATA

- 30.1 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.
- 30.2 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>

31. NON-ROAD DIESEL ENGINE EMISSION REGULATION

- 31.1 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.

31.2 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.

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

31.4 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.

32. COMPLIANCE WITH COVID 19 POLICY

32.1 It is a material term of this Agreement that the Contractor and any personnel and subcontractors providing the Goods and performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such policies and requirements.

32.2 The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

33. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the Contractor this _____ day of _____, 202__.

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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

PROJECT TITLE: CIVIC GROUNDS MAINTENANCE – LITTER DEBRIS REMOVAL

REFERENCE NO.: 1220-040-2022-104

1. PURPOSE

The City of Surrey (the “City”) is seeking Quotations from experienced and qualified Contractors for the provision civic grounds maintenance – pick up and disposal of debris at the City’s designated park sites as specified in Schedule A, A-1, and A-2. All Services must be performed to the complete satisfaction of the City.

The Contractor shall furnish all necessary labour, materials, tools and equipment and transportation necessary to supply and deliver the Goods and the performance of Services in accordance with this Agreement.

2. SCOPE OF SERVICES

- 2.1 On each visit the Contractor shall be responsible for collecting, bagging, removing and properly disposing of litter and debris from all lawn areas and hard surfaces within the designated park sites. This includes litter and debris left adjacent to park garbage containers. Sport fields and forested areas including pathways through forested areas, are not included in this Agreement.
- a) Litter includes, but is not limited to, signs, waste, broken glass, shopping carts, bottles, needles, cans, papers, and other unsightly debris within the designated park sites.
 - b) Debris refers to any larger material on the site, which is there for reasons other than “natural”. (Example of “natural”: windblown debris from trees). Natural materials, such as branches, will be considered debris and should be removed if they are there because of human activity. (i.e., branches dragged onto passive grass).
 - c) Hard surfaces include, but are not limited to, parking lots, pedestrian pathways, and walkways.
- 2.2 Litter and debris that have been collected during the scheduled service shall be removed from the designated park site(s) and disposed of off-site in an acceptable manner.
- 2.3 Large/excessive debris refers to items too big or heavy for one person to reasonably lift and remove from the site. Any large/excessive debris that the Contractor cannot collect and dispose of must be photo-documented and included within the service App (refer to Section 4.1). The City shall have final authority and sole discretion as to the acceptability.
- 2.4 Any hazardous substance including dry wall and construction debris is not to be disturbed. The Contractor must mark the area with cones or flagging tape and notify the Department Representative of the location immediately and the Department Representative will arrange for the removal and safe disposal.
- 2.5 Picnic shelters and picnic tables are to be checked regularly for any graffiti, damage and foreign matter and reported to the Department Representative within 24 hours.

- 2.6 Park garbage containers are emptied by another contractor and are not part of the requirements of this contract. Litter and debris collected during service is not to be disposed of in park garbage containers.

a) Litter or debris disposed of in park garbage containers may result in a deficiency notice and may result in a \$100 service credit per occurrence.

- 2.7 All sites may have hypodermic needles or other sharps present that must be collected and disposed of in a safe manner.

3. STANDARD OF WORK

- 3.1 All work shall be performed in a professional manner and should be continually acceptable to the City.
- 3.2 All Services shall meet the requirements specified in Schedules A, A-1 and A-2. General maintenance standards, as a minimum, include all applicable requirements to comply with the Federal and Provincial environmental protection agencies, City by-laws, and *Waste Management Act*, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants
- 3.3 All labour and supplies shall continually conform to the recognized standards accepted by applicable industry trade associations, and to the most current applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. The Contractor shall be responsible for all costs associated with applying for and adhering to these codes, by-laws, regulations, permits and requirements.
- 3.4 The Contractor shall have a good working knowledge of these codes, by-laws, regulations, permits and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. All changes to these codes, by-laws, regulations, permits, and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 3.5 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability.
- 3.6 All of the Contractor's employees must be trained in handling biohazardous materials and sharps and follow City and WorkSafeBC procedures for removals.

4. GENERAL REQUIREMENTS

- 4.1 The Contractor will provide an approved application (App), compatible with IOS and Android systems for streamlined documentation of all service reports. At every Service, the App's inspection and administrative fields should be fully filled out to record the start and end of each service, confirm service location; record inspection details and reports any issues.
- a. Failure to fully complete all required fields within the App may result in a deficiency notice per Service and may result in a \$100 fine per day.**

- 4.2 The Contractor shall immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage and/or potential for injuries. After regular working hours, (7:00am – 3:30pm) emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.
- 4.3 In the event of any incidents, altercations or accidents involving the public, the Contractor employees or City employees, the Contractor will notify the City immediately, and follow up in writing by 10:00 a.m. the following day. The City may require a detailed written incident report from the Contractor describing the hazard, unsafe working condition or incident.
- a. **Failure to report these situations may result in a deficiency notice and may result in a \$100 fine for each occurrence.**
- 4.4 The Contractor will conduct its operations to offer the least possible disruption and inconvenience to the public. The Contractor should not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and/or pedestrians must be removed, barricaded or clearly and safely marked.
- 4.5 The Contractor's employees may not use City property for personal use.
- 4.6 Smoking is not permitted in any City Building or Park.

5. TIME SCHEDULE

The Contractor shall provide services according to Schedule A-1.

- a. **Failure to adhere to the Time Schedule may result in a deficiency notice and may result in a \$100 fine per occurrence.**
- 5.1 If the Time Schedule can not be met or an alternative day(s) need to be scheduled, the Contractor must notify the Department Representative immediately for approval.
- a. **Failure to notify the City or provide an alternative schedule may result in a deficiency notice and may result in a \$100 fine per occurrence.**
- 5.2 The Contractor may not change the regular maintenance schedule due to their work force issues.
- 5.3 The basic hours of maintenance services shall be as follows:
- a) For the months of April through October, 6:00 a.m. to 11:00 a.m.
 - b) For the months of November through March [Winter Schedule], Services cannot be performed before daylight.
 - c) Services are to commence at Bear Creek Park. Subsequent servicing of parks order will be determined by the Contractor unless directed by the City.
- 5.4 No work will be permitted on Sundays unless otherwise stated in the agreement.

- 5.5 Where a Statutory Holiday falls on the service day, work should commence as a normal day. Each service day should include the service of all designated park sites for that day.
- 5.6 The Contractor must be prepared to adjust its schedule to accommodate organized events and festivals at no cost to the City.
- 5.7 The City reserves the right to set a priority schedule indicating the order or time frame that park locations must be serviced.
- 5.8 The City reserves the right to alter the frequency of any service schedule, or the number of amenities and/or sites to be serviced without penalty.

6. EXTRA SERVICES

- 6.1 The Contractor will, if requested in writing by the City, provide additional services for litter and debris removal for specified sites. The Contractor will invoice the City separately using the rates as set out in Schedule B.

Extra services would pertain to additional sites or additional collection days that may come up through out the Term of this Agreement.

7. CONTRACTOR'S PERSONNEL

- 7.1 The Contractor will supply sufficient labour to adequately perform the Services and meet the schedule(s) & timelines. All personnel who will perform the Services shall meet the following qualifications and standards:
- Qualified, trained and experienced to operate the Contractor's equipment;
 - Licensed to operate Contractor's equipment;
 - Conversant in English;
 - All of the Contractor's employees that will perform the Services must be trained in handling biohazardous materials and sharps and follow City and WorkSafeBC's procedures for removals;
 - Contractor's employees will be required to take direction on site from Parks, Bylaws, Fire Services and Police staff;
 - All of the Contractor's employees must wear appropriate personal protective equipment (PPE) when performing the Services;
 - The Contractor's personnel's attire will be of a standard acceptable to the City and must include an identification badge. Acceptable attire is defined as a clean, long, or short-sleeved shirt, worn with pants that provide a professional appearance. The Contractor is responsible for all aspects of attire worn by its staff.

There will be a deficiency notice issued for any day when the Contractor's personnel do not meet the City's qualifications and standards.

8. CONTRACTOR'S VEHICLES AND EQUIPMENT

- 8.1 The Contractor should have a sufficient number of collection vehicles together with sufficient operating personnel to perform the Services. If, in the opinion of the City, whose opinion shall be final and binding, the numbers of collection vehicles that the Contractor has in service are inadequate to meet the Service response times stated herein, the Contractor may be given thirty (30) calendar days' notice, after which time the Contractor should provide additional vehicles to perform the Services, as directed by the City.
- 8.2 All vehicles and equipment used in the performance of the Services are to be properly equipped for collection & transportation of refuse. Off-road (e.g. ATV's) type of equipment may be utilized within the parks provided they conform to WorkSafeBC standards. The units should be sealed to prevent loss of waste materials while collecting & transporting garbage.
- 8.3 All vehicles and equipment will 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.
- 8.4 All vehicles and equipment should be equipped with approved back-up alarms, multiple light revolving/strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor should arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 8.5 All vehicles and equipment used in the performance of the Services are to be identified on both sides with the company name and telephone number. This should be fully legible and displayed in a professional manner.
- 8.6 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.
- 8.7 A list of vehicles used for all Services must be submitted to the City, providing the make, model, colour, unit number and license plate number. As additional vehicles are added for any Services, the City must be provided with the updated information.
- 8.8 The Contractor should equip all staff performing the Services with an internet-capable, mobile device with data (IOS or Android) for service reporting through an administrative and inspection application (app). Orientation for the administrative and inspection app can be provided by the City.

Failure to equip staff with internet-capable mobile devices with data devices may result in a deficiency notice per day and may result in a \$100 fine per day.

9.0 RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 Subject to any limitation set forth herein, the Contractor shall have complete control of the civic grounds maintenance services and shall effectively direct and supervise all work and activities associated herewith, using their best skill and attention, and shall be solely responsible for all safety, methods, techniques, sequences and procedures and for coordinating parts of the Services. The Contractor should:

- a) Carry out its obligations and duties and provide the Services as specified in Schedule A-1 with due expedition and in a thoroughly satisfactory manner and at all times act in accordance with all applicable professional standards, principles and practices.

Failure to provide, complete and/or report one or more of the duties specified within Schedule A, Civic Grounds Maintenance Specifications will result in a deficiency notice per incident.

- b) The Contractor shall provide its employees with appropriate personal protective equipment (PPE) including but not limited to puncture resistant PPE.
- c) Provide an on-site supervisor, who will be responsible for the overall management and coordination of the Services.
- d) Perform the Services at such times as are directed or required by the City.
- e) Have regard to such requirements as may be conveyed to it by the Department Representative and shall comply with all reasonable directions of the Department Representative.
- f) Not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative, or designate.

10. COMMUNICATION

- 10.1 The Contractor shall be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations should be followed up with written communication. Minimally, the Contractor shall provide a contact number and answering service available 24 hours a day, 7 days a week in order to receive service requests from City staff.
- 10.2 The Contractor will designate an individual to serve as the primary point of contact for the 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.
- 10.3 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.
- 10.4 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance, the Contractor shall notify the City **immediately** in writing and by telephone.

11. PARK SECURITY

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

- a. **Failure to securely replace a bollard or secure a gate upon immediate entry/exit into or out of a park may result in a deficiency notice and may result in a \$100 fine per incident.**
- b. **Any claims related to unreplaced or unsecured bollards or gates will be the Contractor's responsibility.**

12. FACILITY/GATE KEYS

- 12.1 The Contractor will be issued the necessary facility/gate key/FOB set(s). In no case shall the Contractor make duplicates of any City issued key(s)/FOBs.
- 12.2 Keys will be signed for by the Contractor and upon completion or termination of the Agreement will be returned to the City.

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

- 12.3 Lost keys / FOBs must be reported immediately to the City within twenty (24) hours from the time the incident occurred.
 - a. **The Contractor shall be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or FOBs, including re-keying doors, gates or locks.**
 - b. **Not reporting lost keys and /or FOBS to the City within 24 hours may result in a deficiency notice and may result in a \$100 fine.**

13. SIGNAGE

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

14. LOST PROPERTY

- 14.1 The Contractor is to develop and implement a process and procedure for receiving and maintaining any lost property of value found during the performance of the Services. The Contractor is required to secure the handling of valuables and the disposition of these valuables to the City within 24 hours of the Contractor finding such items.
- 14.2 The City will process the recovery of lost items, and if possible, determine their rightful owners, and the disposition of unclaimed articles through the City's auction process.

15. INCLEMENT WEATHER

- 15.1 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.

- 15.2 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.
- 15.3 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.

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

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

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

16. ENVIRONMENTAL PROTECTION

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.

17. HEALTH, SAFETY AND PROTECTION

- 17.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.
- 17.2 The Contractor shall comply with all WorkSafeBC regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative or designate within one hour of occurrence and a written follow-up report to the Department Representative or designate within 24 hours of the occurrence.
- 17.3 The Contractor must:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of contractor's personnel.
 - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
 - (c) Take such additional precautions as the Department Representative, or designate may deem reasonable for health, safety and environmental protection.

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

-END OF PAGE-

**SCHEDULE A-1
SITE LIST AND TIME SCHEDULE**

Package A				
Year-Round Daily Service, Including Statutory Holidays				
Site #	Park	Location	Schedule	Service Area (m2)
1	Bear Creek Park, Main Area	13750 – 88 Ave	Daily	228,146
2	Bear Creek Park, South	8343 – 140 Street	Daily	5,666
3	Forsyth Park	10635 – 140 Street	Daily	18,689
4	Hjorth Road Park	10275 148 Street	Daily	78,015
5	Holland Park	13428 Old Yale Road	Daily	107,250
6	Newton Athletic Park	7395 – 128 Street	Daily	78,271
7	Redwood Park	17900 - 20 Avenue	Daily	20,270
8	Royal Kwantlen Park	12925 Old Yale Road	Daily	119,725
9	West Village	13231 Central Ave	Daily	3,705
10	Whalley Athletic/Tom Binnie Park	10665 – 135 Street	Daily	69,881

Package B				
Year-Round 1x Weekly Service (Saturday)				
Site #	Park	Location	Schedule	Service Area (m2)
1	Bear Creek Park (Perimeter)	13750 – 88 Ave	Saturday	17,984
2	Brownsville Bar Park (lot and shore)	11931 Old Yale Road	Saturday	3,037
3	Erma Stephenson Park	15920 110 Ave	Saturday	4,711
4	Fleetwood Park, West	15802 – 80 Ave	Saturday	3,137
5	Guildford Aquatic	15105 105 Ave	Saturday	33,000
6	Hawthorne Park (Perimeter)	10503 – 144 Street	Saturday	8,048
7	Tannery Park (parking lots)	10761 Dyke Rd	Saturday	1,674

Package C				
Year-Round 2x Weekly Service, Including Statutory Holidays (Monday and Friday)				
Site #	Park	Location	Schedule	Service Area (m2)
1	Cloverdale Athletic Park	6330 - 168 Street	Mon & Fri	46,218
2	Surrey Sport & Leisure	16555 Fraser Hwy	Mon & Fri	71,934
3	South Surrey Athletic Park	1925 – 148 Street	Mon & Fri	146,148
4	Sullivan Heights (Wed/Fri)	6322 144 Street	Mon & Fri	11,759
5	Cloverdale Fairgrounds	62 Ave and 176 Street	Mon & Fri	40,103

Package D				
Seasonal Daily Service, Including Statutory Holidays				
April 1 - September 30				
Site #	Park	Location	Schedule	Service Area (m2)
1	Fleetwood Park	15802 – 80 Ave	Daily	54,936
2	Hawthorne Park	10503 – 144 Street	Daily	51,886
3	Unwin Park	13313 - 68 Ave	Daily	53,085

Package E				
Seasonal October 1 - March 31				
1x Weekly Service (Tuesday)				
Site #	Park	Location	Schedule	Service Area (m2)
1	Unwin Park	13313 - 68 Ave	Tues	53,085
2	Fleetwood Park	15802 – 80 Ave	Tues	54,936
3	Hawthorne Park	10503 – 144 Street	Tues	51,886

Package F				
Seasonal Weekends (Friday, Saturday, Sunday and Statutory Monday evenings/just prior to dusk)				
May long weekend Friday to Labour Day Monday				
Site #	Park	Location	Schedule	Service Area (m2)
1	Crescent Beach	3136 McBride Avenue	Fri/Sat/Sun/Stat Mon	39,615

[END OF PAGE]

**SCHEDULE A-2
MAPS**

MAPS FOR PACKAGES A to F may be viewed and/or downloaded from the City of Surrey's Managed File Transfer (MFT) link below.

Enter the login and password when prompted, locate folder 1220-040-2022-104 and proceed.

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-040-2022-104

ATTACHMENT 2
PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 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,

- (1) 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.
- (2) 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.: 1220-040-2022-104

Project Title and Site Location: Civic Grounds Maintenance – Litter Debris Removal

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 3

CONTRACTOR HEALTH & SAFETY EXPECTATIONS - RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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

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.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: **Civic Grounds Maintenance – Litter Debris Removal**

RFQ No: **1220-040-2022-104**

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s)

Please State Reason for the Departure(s):

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

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

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

Requested Departure(s):

Please State Reason for the Departure(s):

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

Changes and Additions to Specifications:

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

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

Requested Departure(s)

Please State Reason for the Departure(s):

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:

CIVIC GROUNDS MAINTENANCE – LITTER DEBRIS REMOVAL	
AREA	TOTAL ANNUAL COST
PACKAGE A	\$
PACKAGE B	\$
PACKAGE C	\$
PACKAGE D	\$
PACKAGE E	\$
PACKAGE F	\$
SUBTOTAL:	\$
GST (5%:)	\$
TOTAL QUOTATION PRICE: (PACKAGE A + B + C + D + E + F)	\$

Package A						
Year-Round Daily Service, Including Statutory Holidays						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Bear Creek Park, Main Area	Daily	228,146		365	\$
2	Bear Creek Park, South	Daily	5,666		365	\$
3	Forsyth Park	Daily	18,689		365	\$
4	Hjorth Road Park	Daily	78,015		365	\$
5	Holland Park	Daily	107,250		365	\$
6	Newton Athletic Park	Daily	78,271		365	\$
7	Redwood Park	Daily	20,270		365	\$
8	Royal Kwantlen Park	Daily	119,725		365	\$
9	West Village	Daily	3,705		365	\$
10	Whalley Athletic/Tom Binnie Park	Daily	69,881		365	\$
Total (Package A):						\$

Package B						
Year-Round 1x Weekly Service (Saturday)						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Bear Creek Park (Perimeter)	Saturday	17,984		52	\$
2	Brownsville Bar Park (lot and shore)	Saturday	3,037		52	\$
3	Erma Stephenson Park	Saturday	4,711		52	\$
4	Fleetwood Park, West	Saturday	3,137		52	\$
5	Guildford Aquatic	Saturday	33,000		52	\$
6	Hawthorne Park (Perimeter)	Saturday	8,048		52	\$
7	Tannery Park (parking lots)	Saturday	1,674		52	\$
Total (Package B):						\$

Package C						
Year-Round 2x Weekly Service, Including Statutory Holidays (Monday and Friday)						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Cloverdale Athletic Park	Mon & Fri	46,218		104	\$
2	Surrey Sport & Leisure	Mon & Fri	71,934		104	\$
3	South Surrey Athletic Park	Mon & Fri	146,148		104	\$
4	Sullivan Heights	Mon & Fri	11,759		104	\$
5	Cloverdale Fairgrounds	Mon & Fri	40,103		104	\$
Total (Package C):						\$

Package D						
Seasonal Daily Service, Including Statutory Holidays						
April 1 - September 30						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Fleetwood Park	Daily	54,936		183	\$ -
2	Hawthorne Park	Daily	51,886		183	\$ -
3	Unwin Park	Daily	53,085		183	\$ -
Total (Package D):						\$ -

Package E						
Seasonal October 1 - March 31						
1x Weekly Service (Tuesday)						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Unwin Park	Tues	53,085		26	\$ -
2	Fleetwood Park	Tues	54,936		26	\$ -
3	Hawthorne Park	Tues	51,886		26	\$ -
Total (Package E):						\$ -

Package F						
Seasonal Weekends (Friday, Saturday, Sunday and Statutory Monday evenings/just prior to dusk)						
May long weekend Friday to Labour Day Monday						
Site #	Park	Schedule	Service Area (m2)	Cost per m2	# of Annual Services	Annual Cost (Service Area x Cost/m2 x # of Services)
1	Crescent Beach	Fri/Sat/Sun/Stat Mon	39,615		52	\$
Total (Package F):						\$

Payment Terms:

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

Experience, Reputation and Resources:

9. **Experience:** Contractor's 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):

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

11. **Contractor's Equipment:** Contractor should provide a listing and details of equipment to be used to perform the Services (use space provided and/or attach additional pages, if necessary).

Key Personnel & Sub-Contractors:

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

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

<i>Description of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

14. Contractor should describe their methods in dealing with needles and other biohazardous litter.

15. Contractor should describe their methods for off-site disposal of collected litter.

16. **Quality Assurance Plan:** Describe your Quality Assurance Plan. Provide a sample, if available.

17. **Health, Safety and Protection:** Utilization of Occupational Health and Safety (OH&S) – Contractor should provide evidence of a current program in place, including Covid-19 safety protocols. Provide a sample or example OH & S program with general safety program for all workers.

Do you have specific Health and Safety Training Program for all personnel?

☐ Yes ☐ No

Do you have comprehensive COVID-19 protocols in place? If yes, provide a copy.

☐ Yes ☐ No

Have your employees received the required Health and Safety training and retraining?

☐ Yes ☐ No

☐ Corporate OH&S policy attached (please tick to confirm).

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

18. 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	

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

This Quotation is offered by the Contractor this _____ day of _____, 202__.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)