

### **REQUEST FOR QUOTATIONS**

Title: Landscape Maintenance - Park Recreation Features

**Reference No.**: 1220-040-2016-083

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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#### **REQUEST FOR QUOTATIONS**

#### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B the "Quotation" for the supply of the goods (if any) and/or services described in Schedule A and Schedule A-1 (the "Goods and Services"). The description of the Goods and Services sets out the preferred requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the preferred requirements, and may as it may choose, in addition; also include goods, services or terms that exceed the preferred requirements.

#### 2. ADDRESS FOR DELIVERY

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

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

#### (a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: <a href="mailto:purchasing@surrey.ca">purchasing@surrey.ca</a>

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

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) total) which should be delivered to the City at the office of:

Name:	Richard D. Oppelt, Purchasing Manager at the following location:
Address:	Surrey City Hall Finance & Technology Department – Purchasing Section Reception Counter, 5 <sup>th</sup> Floor West 13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

#### 3. DATE

The City would prefer to receive Quotations on or before **May 11, 2017.** The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

#### 4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name:	Richard D. Oppelt, Purchasing Manager
E-mail:	purchasing@surrey.ca
Reference:	1220-040-2016-083

#### 5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at <u>www.bcbid.gov.bc.ca</u> (the "BC Bid Website") and the City Website at <u>www.surrey.ca</u> (the "City Website") that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

#### 6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

#### 7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 -Quotation Agreement – Goods and Services.

#### 8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a

Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

#### 9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

#### 10. CONFLICT OF INTEREST

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

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

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

#### 12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

#### 13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

#### 14. 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.

#### **ATTACHMENT 1**



### **DRAFT QUOTATION AGREEMENT**

Title: Landscape Maintenance - Park Recreation Features

**Reference No.**: 1220-040-2016-083

FOR THE SUPPLY OF GOODS AND SERVICES

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SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES		
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#### DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: Landscape Maintenance Park Recreation Features

THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

AGREEMENT No.: 1220-040-2016-083

#### **BETWEEN:**

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

AND:

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

#### (the "Contractor")

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

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

#### 1. DEFINITIONS AND INTERPRETATION

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

- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) "Term" has the meaning described in Section 3.1; and
- (I) "Year of the Term" as used herein shall mean each twelve-month period commencing on (START DATE).
- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
  - (a) this Agreement;
  - (b) Addenda (if any);
  - (c) the RFQ; and
  - (d) other terms, if any, that are agreed to by the parties in writing.
- 1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods & Scope of Services; and Schedule B – Quotation.

#### 2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the

above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

2.6 Probationary Period

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

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

2.7 Inspection and Correction of Deficiencies

The Department Representative, or designate may complete monthly performance reviews using the form referred to in **Attachment 1** - Contractor Performance Assessment Report (CPAR) to 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.

If, in the opinion of the Department Representative, or designate the Contractor is not meeting the requirements of the Contract, **deficiency notices** shall be included within the monthly performance evaluations.

- (a) Performance evaluation 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.

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.

In the event the Contractor has not initiated corrective action for the service(s) described within the deficiency notice(s) within the specified time frames, has not completed the corrective action within the approved completion timeline or not completed the services to the City's satisfaction, the City has the right to immediately complete the work to its satisfaction, through use of City employees, other contractors, subcontractors or agents at a rate equal to the City employee's hourly rate plus twenty percent (20%) for City administrative costs, or through use of outside contractor(s) at the rate charged to the City plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.

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 cancel the contract.

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.

The Department Representative, or designate shall make the final decision as to whether or not any Service has been satisfactorily performed.

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.

The City may use the reviews, notices and claims for evaluation of the Contractor's performance in the assessment of future procurement opportunities.

The Contractor further agrees that neither the Contractor nor any other person shall have any claim against the City, or employees, or agents of the City under any circumstances as a result of the preparation and use of the monthly deficiency notices or deficiency claims.

#### 3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period of one year generally commencing on July 1, 2017 and terminating on June 30, 2018 (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 four (4) additional twelve (12) month renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

#### 4. TIME

4.1 Time is of the essence.

#### 5. FEES

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

(a) Services: (insert price total) which includes GST, for Services provided in accordance with the performance of this Agreement throughout the Term payable in **twelve (12) equal monthly instalments,** in arrears. The cost for Services must not exceed the unit cost per occurrence specified in Schedule B "Contract Services Fixed Fee Schedule" for those Services requested by the City plus GST, labour is inclusive of materials and equipment. If a price is not specified for a specific task, then the work will be performed at a cost mutually agreed upon by the parties.

- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

#### 6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number <insert purchase order or contract reference number>, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and
- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name:

Address:	

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

#### 9. LIMITED AUTHORITY

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

#### 10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

#### 11. WARRANTIES

11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee

offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

#### 12. INSURANCE AND DAMAGES

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

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

#### 13. CITY RESPONSIBILITIES

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

Contractor's performance with regards to delivering Goods or the performance of the Services.

#### 14. DEFICIENCIES

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

#### 15. DEFAULT AND TERMINATION

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

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
  - (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
  - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
  - (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
  - (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

#### 16. CURING DEFAULTS

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

#### 17. DISPUTE RESOLUTION

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

Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

#### 18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.
- 18.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.4 The Contractor agrees that it is the "prime contractor" for the work as defined in the Workers' Compensation Act, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the Workers Compensation Act and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the Workers' Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the

person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 18.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 18.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

#### 19. BUSINESS LICENSE

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

#### 20. GENERAL PROVISIONS FOR GOODS

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

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

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

#### 21. COMPLIANCE

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

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

#### 22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

#### 23. WAIVER

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

#### 24. APPLICABLE LAW

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

#### 25. NOTICES

- 25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
  - (a) by hand, on delivery;
  - (b) by facsimile, on transmission; or
  - (c) by mail, five calendar days after posting.
- 25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the

Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

#### 26. MERGER AND SURVIVAL

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

#### 27. ENTIRE AGREEMENT

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

#### 28. SIGNATURE

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

#### 29. FUEL EMISSIONS DATA

- 29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as "Traditional Services" in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:
  - Type of vehicle/vehicle class used to deliver the contracted services;
  - Type of fuel consumed by each vehicle class; and
  - Litres of fossil fuels consumed in relation to the service delivered under the contract.
- 29.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <a href="http://toolkit.bc.ca/carbon-neutral-government">http://toolkit.bc.ca/carbon-neutral-government</a>.

#### 30. NON ROAD DIESEL ENGINE EMISSION REGULATION

- 30.1 If you **own**, **operate**, or **hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:
  - · provide required information (machine/engine/company details),
  - · pay fees, and
  - · label machines with Metro Vancouver issued registration number.
- 30.2 Other important information:
  - · Non-road Tier 1 engines must be registered and pay fees to operate,
  - Failure to comply with the Bylaw may result in fines up to \$200,000, and
  - · 80% of fees paid into the program can be recovered.
- 30.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.
- 30.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

#### 31. SPECIAL CONDITIONS

#### 31.1 DAMAGE TO PROPERTY

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

#### 31.2 ACCIDENTS; EQUIPMENT SAFETY

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

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

#### 31.3 CONTRACTOR'S ROLES AND RESPONSIBILITIES

Subject to any limitation set forth herein, the Contractor shall have complete control of the 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 shall:

 a) carry out its obligations and duties and provide the regular weekly, biweekly and monthly services as specified in Schedule A-1, Landscape Maintenance Specifications and Checklist with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this Contract 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 listed within Schedule A-1, Recreation Features Maintenance Standards and Task Frequency may result in a deficiency notice per incident.

- b) provide all labour, materials, tools, equipment, transportation, hauling, dumping, and all other items necessary for the proper performance of the Services as specified herein;
- c) provide an on-site supervisor, who will be responsible for the overall management and coordination of the Services;
- d) provide the Department Representative, or designate, the names, addresses and telephone numbers and completed criminal record check packages of personnel, and shall keep this information current at all times;
- e) perform the Services at such times as are directed or required by the City;
- f) ensure that all landscaping personnel are able to speak, read and write in the English language;
- g) perform the Services at such times as are directed or required by the City;
- h) 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;
- i) obtain and maintain a current City of Surrey, Business License and permits that are required;
- j) comply with and ensure that the Contractor's agent(s) and employees comply with the terms and conditions of this Contract;
- k) not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative, or designate;

#### 31.4 CONTRACTOR WARRANTIES

The Contractor represents and warrants to the City that:

- (a) The Contractor has the power and authority to enter into and perform the Contract;
- (b) This Contract, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms;
- (c) The Contractor shall perform the Services set forth in the Contract with all due care and skill in accordance with the highest professional standard, principles and practices;
- (d) All landscape personnel shall at all times during the Term of the Contract, be fully qualified competent and current with any necessary licenses to perform the Services set forth in the Contract; and
- (e) The Contractor or its agent has inspected the work site affected by the Contract and that it is not entitled to additional compensation for its failure to accurately account for all Service required to be performed under this Contract.

#### 32. ENUREMENT

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

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

#### CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

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

#### <<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

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

RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

#### SCHEDULE A

#### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. SCOPE OF SERVICES

To provide a landscape maintenance program for the City's designated recreation features at various City park sites as specified in Schedules A, A-1, A-2 and A-3. All Services must be performed to the complete satisfaction of the City.

The Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items and services necessary to perform the landscape maintenance services, meeting the requirements specified in Schedule A, A-1, A-2 and A-3.

#### 2. CONTRACT DRAWINGS

2.1 The City has provided in Schedule A-3 referenced Contract Drawings for this project. The Contractor shall review these Contract Drawings for the purpose of delivering their quotation.

#### 3. STANDARD OF WORK

- 3.1 The Contractor shall perform all work in a professional manner and in accordance with good trade practice based on the *BC Landscape Standard*, and must be continually acceptable to the City.
- 3.2 All labour and supplies shall conform to the recognized standards accepted by applicable industry trade associations, and shall conform to the most current applicable Municipal, Provincial and National codes, by-laws, regulations and other applicable requirements. The Contractor shall be responsible for all costs associated with adhering to these codes, by-laws, regulations and requirements.
- 3.3 The Contractor shall have a good working knowledge of these codes, by-laws, regulations and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. Any and all changes to these codes, by-laws, regulations and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 3.4 The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested in accordance with good industry practice, and who have successfully completed an RCMP Criminal Records Check. All work shall be performed in a professional manner and in accordance with good trade practice, and must be continually acceptable to the City.
- 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. GENERAL REQUIREMENTS

- 3.1 An approved application (app), compatible with IOS and Android systems, will be provided by the City of Surrey for streamlined documentation of all inspection and service reports. At every Service, the app's inspection and administrative fields must be fully filled out to record the start and end of each service, confirm service location, record inspection details and report any issues.
  - a. Failure to fully complete all required fields within the application may result in a deficiency notice per Service and may result in a \$100 service credit per day
- 3.2 The Contractor shall perform a visual inspection at each service for each designated recreation amenity and record any damages, graffiti and/or any potential hazards via the approved app on their mobile device. Any vandalism must be reported to the RCMP at time of finding and resulting file number must be recorded via the app.
  - a. Failure to report damages, graffiti and/or potential hazards at time of service may result in a deficiency notice and may result in a \$100 service credit per day.
  - b. Failure to report vandalism damages to the RCMP and record the resulting RCMP file number via the app may result in a deficiency notice and may result in a \$100 service credit per day.
- 3.3 The Contractor shall immediately report any **hazardous conditions** to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage to the facility and/or to protect facility visitors from injury. After regular working hours, (7am 3:30pm) emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.

## a. Failure to properly notify the City of a hazardous and/or emergency situation may result in termination of the Agreement.

3.4 In the event of any incidents, altercations or accidents involving City facility visitors, Contractor employees or City employees, the Contractor will notify the City immediately, followed up in with a written incident report from the Contractor within 24 (twenty-four) hours describing the hazard, unsafe working condition or incident.

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

- 3.5 Smoking is not permitted in any City Building or Park.
- 3.6 The Contractor's employees may not use City property, including telephones, for personal use.

#### 4.0 SERVICE SCHEDULE

4.1 Using Attachment 2, the Contractor shall establish an **annual work plan** (Attachment 2) and provide the City with a copy of the schedule of work indicating the days and locations of planned work, two (2) weeks prior to contract commencement for approval by the City representative. This schedule may be adjusted but the service frequency

must remain as stated within the contract. Any schedule changes must be communicated in writing to the City one week prior to the proposed change for approval.

## a. Failure to submit a copy of the annual work plan may result in a deficiency notice and may result in a \$100 service credit per week overdue.

4.2 Weekly services are to take place at a frequency not exceeding seven (7) calendar days between each service; work must be performed on the same day each week. Bi-weekly services are to take place at a frequency not exceeding fourteen (14) calendar days between each service; work must be performed on the same day every other week. The Services shall be scheduled on day(s) and time(s) as confirmed in the completed annual work plan.

## a. Failure to adhere to the annual work plan may result in a deficiency notice and may result in a \$100 service credit per occurrence.

4.3 If the work schedule cannot be met or an alternative day(s) need to be scheduled, the Contractor must notify the City representative 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 service credit per occurrence.

- 4.4 The Contractor may not change the regular maintenance schedule due to their work force issues.
- 4.5 The basic hours of maintenance services shall be as follows:
  - a. For the months of April through October, 7:00 a.m. to 6:00 p.m.
  - b. For the months of November through March [Winter Schedule], 7:00 a.m. to 3:30p.m.
- 4.6 The Contractor may work on Saturdays **only** with the prior approval of the City. No work will be permitted on Sunday or Statutory Holidays unless otherwise stated in the agreement.
- 4.7 The Contractor must be prepared to adjust its schedule to accommodate organized events and festivals at no cost to the City. The City reserves the right to set a priority schedule indicating the order or time frame that park locations must be serviced.
- 4.8 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.
- 4.9 Services for the Water Park Package must be submitted on the Surrey app after each service and all sites completed by 10am on each of their scheduled service days.

#### 5. PERSONNEL

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

- 5.2. Contractors personnel who will perform the Services should meet the following minimum qualifications and standards:
  - Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
  - Should be licensed to operate said equipment; and
  - Should be conversant in English.
  - Complete an annual RCMP security check The Contractor shall be responsible for all administrative functions and resources related to its personnel.
- 5.3 The Contractor must designate an individual to serve as the primary point of contact to oversee the contract and provide contract information (that includes contract availability 24 hours per day, seven days per week, in case of an emergency or in case the City otherwise needs to contact the Contractor outside of the approved schedule).
- 5.4 Except as provided for in Section 5.6, the Contractor will not engage any personnel or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 5.5 The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the work area(s). The Contractor will meet with the City to consider the appropriate course of action with respect to such matter and the Contractor to take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the work area(s).
- 5.6 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel then the Contractor will, on written request from the City, replace such personnel.

#### 6. CLOTHING / IDENTIFICATION

- 6.1 All Contractor's staff performing the Services are required to wear photo identification badges/cards. Photo identification badges/cards must include, as a minimum, the Contractor's name, employee name and current photograph of the employee. The badges/cards are to be worn at all times, **clearly visible** on the outside of clothing in the chest area.
- 6.2 The photo identification badges shall have an expiry date of not more than 12 months from the date of issue.
- 6.3 The Contractor's uniform will be of a standard acceptable to the City. Uniforms are defined as a clean, long or short-sleeved [no sleeveless, smocks or tank tops] shirt with Contractor's logo, worn with pants [no mid-calf, Bermuda or short pants]. All uniforms are to be the same colour. The Contractor is responsible for all aspects of uniforms and attire worn by staff.
- 6.4 The Contractor shall ensure that all employees are in compliance with the uniform / identification badge requirements contained herein.

a. There may be a deduction of \$100 per occurrence plus a deficiency notice issued for any day when uniforms and/or photo identification badges are not worn.

#### 7. CONTRACTORS VEHICLE AND EQUIPMENT

- 7.1 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information. All of the Contractor's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor shall arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 7.2 Vehicles used in the performance of the Services shall be identified on both sides with the full company name, telephone number and ID/ unit number. This must be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a City Contractor. This should not replace the company identification on the sides of vehicles.

# a. There may be a deduction of \$100 per occurrence plus a deficiency notice issued for any day when the Contractor's vehicle is not meeting one or more of these requirements.

7.3 A list of vehicles used for all Services must be submitted to the Department Representative 2 (two) weeks prior to services commencing, 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.

# a. Failure to submit a complete list of vehicles, or update the City with any changes, may result in a deficiency notice and may result in a \$100 service credit per week overdue.

- 7.4 Driving speed through City parks will be at a maximum of 10 km/ hour, and the Contractor's vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. Amber lights on each vehicle must be used during the course of business in City parks.
- 7.5 The Contractor is to provide sufficient equipment and tools necessary to perform all of the Services. Said equipment to be first quality professional grade, fully adequate for the function intended and the first class level of service required, and maintained in excellent condition and repair at all times.
  - (a) Equipment used must have safety features and accessories, as to continually meet all current WCB regulations and/or laws.
- 7.6 The Contractor shall 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). Mandatory orientation for the administrative and inspection app will be provided by the City.

- a. Failure to equip staff internet-capable, mobile devices with data devices may result in a deficiency notice per day and may result in a \$100 service credit per day.
- b. Failure to correctly use devices and/or fully complete the required reports/inspections may result in a deficiency notice per Service and may result in a \$100 service credit per day.
- c. Failure to complete the mandatory orientation may result in a deficiency notice and may result in a \$100 service credit.

#### 8. COMMUNICATION

- 8.1 The Contractor shall be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations must be followed up with written communication. Minimally, the Contractor shall provide a contact number and answering service available 24 hours a day, 7 days a week in order to receive service requests from City staff.
- 8.2 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor, or designate must respond to City inquiries within twenty-four (24) hours unless otherwise stipulated in the agreement. The Contractor shall not change the primary point of contact without written authorization from the City. Contractor will also designate a backup point of contact in the event the primary is not available.
- 8.3 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under a Contract, the Contractor shall notify the City **immediately** in writing and by telephone.

#### 9. PARK SECURITY / KEYS

- 9.1 Any park gates/bollards opened unlocked and opened for access into a Park site must be immediately replaced and secured after entrance, then reopened and resecured again when exiting the park.
  - a. Failure to replace a bollard or secure a gate upon immediate entry/exit into our out of a park may result in a deficiency notice and may result in a service credit of \$100
  - a. Any claims related to unreplaced or unsecured bollards will be the Contractor's responsibility.
- 9.2 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.
- 9.3 Keys and FOBs will be signed for by the Contractor and upon completion or termination of the Agreement will be returned to the City.
  - a. Failure to return keys and access cards to the Department Representative, or, designate within three (3) working days may incur a service credit of One Hundred Dollars (\$100.00) per day.

- 9.4 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.

#### 10. NON INTERFERENCE

- 10.1 The Contractor will not interfere with the public use of the facility and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the Services are to be performed. The Contractor shall at all times ensure the safety of the public while working on Surrey public rights-of-way.
- 10.2 In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

#### 11. LOST PROPERTY

- 11.1 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.
- 11.2 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.

#### 12. INCLEMENT WEATHER

- 12.1 While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions, adjusting the Fees accordingly. 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.
- 12.2 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.
- 12.3 If the Contractor deems work cannot be completed as per the weekly schedule due to inclement weather, the Contractor must contact the City within 24 (twenty-four) hours and provide an alternative work plan for approval.

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

12.4 In the case of extreme weather situations resulting in extensive landscape damage and/or required remediation (ie wind storm resulting in heavy branch/vegetative 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.

#### 13. ENVIRONMENTAL PROTECTION

- 13.1 The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City Acts and By-Laws Waste Management Act and any other applicable acts in respect to air, earth and water pollutants.
- 13.2 **As per By-Law 17160**, pesticides shall NOT be applied unless otherwise approved by the City. Horticultural vinegar may be permitted for weed control only if approved by the City on a site by site basis. Any other chemicals, including salt, are not permitted.

#### SCHEDULE A-1 RECREATION FEATURES MAINTENANCE STANDARDS AND TASK FREQUENCY

#### A. PLAYGROUNDS & FITNESS CIRCUITS:

- 1. Litter Control: On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all playgrounds and fitness equipment identified within the contracted site. All material is to be disposed of off-site in an acceptable manner.
- 2. Weed Control: All playground surfaces and perimeters must be weed free after each visit. No chemicals are to be applied or used in any form on playground or fitness circuit surfaces.
- 3. **Grading:** Soft surfaces are to be fully graded on each service visit to maintain level surfaces, 200 mm of material deep, free of holes, depressions, voids, trip hazards, etc. Any soft surfacing material on surrounding hard surfaces must be blown/swept back into the designated soft surface area.
- 4. **Trimming:** On each visit, all playground and fitness circuit perimeters are to be neatly trimmed with no scalping of turf or damage to finish of objects.
- 5. **Sweep & Blow:** All debris is to be blown off all hard surfaces at each visit. All adjacent hard surface areas must be free of any debris after service visit.
- 6. **Visual Check:** On each visit, a visual check for graffiti, vandalism, damaged items/surfaces and/or potential hazards must be completed and recorded within the approved app. Hazards are to be reported to the City representative immediately.

#### B. SPORT AMENITIES:

Sport Amenities include Skate Parks, Parkour Courts, Tennis Courts, Games Courts (including Basketball, Volleyball and Lacrosse Boxes), Running Tracks and Fitness Areas

- 1. Litter Control: On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all sport amenities' identified within the contracted site. All material is to be disposed of off-site in an acceptable manner.
- 2. **Weed Control:** All sport amenities surfaces and perimeters must be **weed free** after each visit. The use of pesticides is not permitted with the exception of Horticultural vinegar, only upon City approval.
- 3. **Grading:** Soft surfaces are to be fully graded on each service visit to maintain level surfaces, 200 mm of material deep, free of holes, depressions, voids, trip hazards, etc. Any soft surfacing material on surrounding hard surfaces must be blown/swept back into the designated soft surface area.

- 4. **Trimming:** On each visit all sport amenity hard surfaces and perimeters are to be neatly trimmed with no scalping of turf or damage to finish of objects.
- 5. **Sweep & Blow:** All debris is to be blown off all hard surfaces ,including all track drains at each visit
- 6. **Visual Check:** On each visit, a visual check for graffiti, vandalism, damaged items/surfaces and/or potential hazards must be completed and recorded within the approved app. Hazards are to be reported to the City representative immediately.

#### C. PICNIC SHELTERS:

- 1. Litter Control: On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all picnic shelter hard surface areas identified within the contracted site. All material is to be disposed of off-site in an acceptable manner.
- 2. **Weed Control:** All picnic shelter hard surfaces and perimeters must be **weed free** after each visit. The use of pesticides is not permitted with the exception of Horticultural vinegar, only upon City approval.
- 3. Sweep & Blow: All debris is to be blown off all hard surfaces at each visit.
- 4. **Visual Check:** On each visit, a visual check for graffiti, vandalism, damaged items/surfaces and/or potential hazards must be completed and recorded within the approved app. Hazards are to be reported to the City representative immediately.

#### D. WATER PARKS:

- 1. Litter Control: On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all hard surface areas within the contracted site. All material is to be disposed of off-site in an acceptable manner.
- 2. Weed Control: All picnic shelter and adjacent park benches hard surfaces and perimeters must be weed free after each visit. The use of pesticides is not permitted with the exception of Horticultural vinegar, only upon City approval.
- 3. Sweep & Blow: All debris is to be blown off all hard surfaces at each visit.
- 4. **Drains:** At each visit, all catch basins are to be checked for plugs, with baskets cleaned out.
- 5. **Visual Check:** On each visit, a visual check of all elements, play surface and utility building/kiosk for leaks, graffiti, vandalism, damaged items/surfaces must be completed and recorded in the approved reporting app. Hazards are to be reported to the City representative immediately.

NOTE: All Water Park services are to be submitted on the Surrey App at the time of service, and all services to the Water Parks must be completed by 10am.

#### CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service	Schedule	Maps			A	pril C	)1 - (	Octo	ber (	31					Nov	remb	oer O	1-1	/larc	h 31		
CLOVERDALE F	PACKAGE	PAGE #	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS
77G - Tot-Lot	18335 56A Ave	1	BW										BW									
78K - Tot-Lot	5672 184B St	2	BW										BW									
Adams Road Park	18160 68 Ave	3	BW										BW									
Boothroyd Park	6153 171 St	4	BW										BW									
Brooks Crescent Park	6050 Brooks Cres	5	BW										BW									
Churchland Park	5969 163A St	6	BW										BW									
Clayton Park	18513 70 Ave	7	w		w					BW			BW		BW					BW		
Clover Ridge Park	19087 57 Ave	8	BW										BW									
Clover Valley Tot-Lot	6688 184A St	9	BW										BW									
Cloverdale Athletic Park	6330 168 St	10	w		w		w	w					BW		BW		BW	BW				
Cloverdale Heights Park	5880 Aberdeen St	11	BW		BW		BW						BW		BW		BW					
Cloverdale Rec	17635 58 Ave	12	BW										BW									
Don Christian Park	6220 184 St	13	BW				BW					BW	BW				BW					BW
East View Park	6135 190 St	14	BW										BW									
Greenaway Park	17905 60 Ave	15	BW		BW								BW		BW							
Hazelgrove	7080 190 St	16	w		w		w		w		w		BW		BW		BW		BW		BW	
Hillcrest Park	6530 185 St	17	BW										BW									
Hunter Park	5480 184A St	18	BW										BW									
Katzie Park	19373 68 Ave.	19	BW										BW									
Magee Park	6872 191 St	20	BW										BW									
McKenzie Park	5888 184B St	21	BW										BW									
New Cloverdale Youth Park	6240 Highway 15	22		w			w							BW			BW					
Old Cloverdale Youth Park	17848 64 Ave	23					BW										BW					
Provinceton Park	6994 180 St	24	BW										BW									
Starr Park	19333 66 Ave	25	BW										BW									
Watson Park	6269 180A St	26	BW										вw									
Willowbrook Tot-Lot	19462 64 Ave	27	BW										вw									

## CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service	Schedule	Maps			A	oril C	)1-(	Octo	ber 3	31					Nov	emb	er O	1 – N	/larc	h 31		
FLEETWOOD P	ACKAGE	PAGE #	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	GAMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS
33C Tot-Lot	14484 91 Ave	1	BW										BW									
Barry Mather	15039 92A Ave	2	BW										BW									
Bucci Park	8594 166 St	3	BW										BW									
Evergreen Tot-Lot	15112 87B Ave	4	BW				BW						BW				BW					
Fleetwood Com. Centre/Francis Park	15996 84 Ave	5	BW								W		BW								BW	
Fleetwood Park	15802 80 Ave	6	w		w		w			×		W	BW		BW		BW			BW		BW
Fleetwood Skate Park	16555 Fraser Hwy	7		₹			w							BW			BW					
Frost Road	8607 164 St	8	BW										BW									
Maple Green	8959 150 St	9	BW		BW		BW						BW		BW		BW					
Meagan Anne McDougall	15385 90 Ave	10	BW										BW									
Morningside	8229 150 St	11	BW										BW									
Shannon Park	7312 192A Street	12	BW										BW									

#### CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service	e Schedule	Maps			A	pril (	)1-(	Octo	ber	31			November 01 – March 31									
GUILDFORD PACKAGE		PAGE #	PLAYGROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS	<b>PLAYG ROUNDS</b>	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS
24N Tot-Lot	10125 159 St	1	BW										BW									
Bonaccord	14962 98 Ave	2	BW				BW						BW				BW					
Bothwell	9345 168 St	3	BW										BW									
Douglas	15044 99A Ave	4	BW		BW								BW		BW							
Ellendale	14665 110A Ave	5	BW										BW									
Fern Park	9420 164 St	6	BW										BW									
Fraser Heights	10588 160 St.	7		w	w		w							BW	BW		BW					
Guildford Heights	10310 154 St	8	BW				BW						BW				BW					
Guildford Skate Park	15105 105 Ave	9		w										BW								
Hjorth Road	10275 148 St	10	BW										BW									
Holly Park	10706 148 St	11	BW				BW	BW					BW				BW	BW				
Hummingbird	11083 Swan Crescent	12	BW		BW								BW		BW							
J.R. Douglas	16278 110 Ave.	13	BW										BW									
North Pointe	16088 109 Ave	14	BW										BW									
North Surrey Community	15848 97 A Ave	15							BW										BW			
Northview Park	11149 156 St	16	BW										BW									
Port Kells	19340 88 Ave	17	w							w			BW							BW		

### SCHEDULE A-2

#### **RECREATION FEATURES SITE LIST AND SERVICE FREQUENCY SCHEDULE**

CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service	Schedule	Maps			Α	pril (	01-	Octo	ber	31					Nov	emb	er O	1-N	/larci	h 31		
NEWTON PA	NEWTON PACKAGE		PLAYGROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURT	GAMES COURTS	LACROSSE/HOCKEY	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURT	PLAYGROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURI	GAMES COURTS	LACROSSE/HOCKEY	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURT
Amelia Adams	8546 121A St	1	BW										BW									
Aspen Park	13380 59B Ave	2	BW										BW									
Beaver Creek Heights Park	6722 122A St	3	BW										BW									
Bob Rutledge Park	5448 148 St	4	BW		BW		BW						BW		BW		BW					
Boundary Park	6058 Boundary Dr West	5	BW										BW									
Chimney Hill	7414 150 A St.	6	BW										BW									
Dominion	8225 134 St	7	BW										BW									
Eastview Trail	7648 125 St.	8	BW										BW									
Evershine Park	12688 70 Ave	9	BW				BW					BW	BW				BW					BW
Frank Hurt Park	13828 77 Ave.	10	BW										BW									
Goldstone Park	5850 146 St	11	BW		BW		BW						BW		BW		BW					
Goodrich Park	7645 Goodrich Place	12	BW										BW									
HazeInut Meadows Community Park	14069 68 Ave	13	BW				BW			BW			BW				BW			BW		
Heritage Woods Park	13468 63 Ave	14	BW										BW									
Hyland Creek Park	6542 138 St	15	BW										BW									
Kennedy Trail	12237 82 Ave	16	BW										BW									
Newton Athletic Park	7395 128 St	17	w		w		w						BW		BW		BW					
Newton Community Centre	13731 71 Ave	18	BW				$\square$						BW									
Newton Senior Exercise area	13775 70 Ave.	19									w										BW	
Nichol Estates	7415 144 St	20	BW				$\square$						BW									
Panorama Park	12863 60 Ave	21	BW										BW									
Panorama Village Park	14899 57 Ave	22	BW										BW									
Parkwood Village	12901 73 Ave.	23	BW				BW						BW				BW					
Pioneer Park	6572 133 St	24	BW										BW									
R.A. Nicholson	12140 75A Ave	25	BW										BW									
Sullivan Park	6272 152 St	26	BW		BW		$\square$			BW			BW		BW					BW		
Summerwynd Park	13074 66A Ave	27	BW				$\square$						BW									
T.E. Scott Park	6998 148 St		BW										BW									
Tamanawis Park	12515 64 Ave	29					BW										BW					
Todd Crescent	14075 73 Ave		BW										вw									
Tom Thumb Tot-Lot	6703 141 St	31	BW										BW									
Unwin Park	13313 68 Ave	32	w				w	w					BW				BW	BW				
West Newton Community Park	13008 59 Ave	33	BW										BW									

#### CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service Schedule					Α	pril (	)1 - (	Octo	ber	31					Nov	emb	oer O	1-1	Marc	h 31		
NORTH SURREY PACKAGE		PAGE #	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	GAMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS	PLAYG ROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	G AMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CIRCUIT	VOLLEYBALL COURTS
21C Tot Lot	9652 129 St	1	BW										BW									
Bear Creek Heights	8966 139 A St	2	BW										BW									
Bear Creek	13750 88 Ave	3	w	W			W		W	W	w		BW	BW			BW		BW	BW	BW	
Betty Huff	13105 Huntley Ave	4	BW										BW									
Bolivar	13591 Crestview Dr	5	BW										BW									
Bridgeview	11475 126A	6	w		W		W						BW		BW		BW					
Cotton Tail Tot-lot	9352 132 A St	7	BW										BW									
Hawthorne	10503 144 St	8	w							W			BW							BW		
Holland Park	13428 Old Yale Rd	9	w				W						BW				BW					
Kennedy	9058 Holt Rd	10			BW										BW							
Moffat Memorial	9434 122 St	11	BW										BW									
Poplar Park	13074 112 Ave	12	BW										BW									
Queen Mary	8972 Queen Mary Blvd.	13	BW										BW									
Robertson Drive	12730 92 Ave	14	BW				BW						BW				BW					
Robson	12576 100 Ave	15	BW		BW								BW		BW							
Royal Heights	9780 Crown Cres	16	BW										BW									
Royal Kwantlen	13035 104 Ave	17	w	W	W		W	W					BW	BW	BW		BW	BW				
Surrey Nature Centre	14225 Green Timbers Way	18	BW										BW									
Tom Binnie	10665 City Parkway	19		W			w	w						BW			BW	BW				
Whalley Athletic	13351 105A Ave	20	w										BW									
William Beagle	12944 92A Ave	21	BW										BW									

## CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal Service S	Schedule	Maps	Apri	<b>  01</b> -	- Oct	ober	31						Nove	embo	er 01	M	arch	31				
SOUTH SURREY	PACKAGE	PAGE #	PLAYGROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	GAMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS ORCUIT	VOLLEYBALL COURTS	PLAYGROUNDS	SKATEPARKS	TENNIS COURTS	BAKSETBALL COURTS	GAMES COURTS	LACROSSE/HOCKEY BOXES	RUNNING TRACKS	PARK SHELTERS	FITNESS CROUIT	VOLLEYBALL COURTS
Alderwood Park	1761 Lilac Dr	1	BW		BW		BW						BW		BW		BW					
Alexandra Tot-Lot / Sullivan St Sport court	12210 Agar St	2	BW				BW						BW			BW						
Bakerview Park	1845 154 St	3	w										BW									
Bell Park	1782 136 St	4			BW										BW							
Blumsen Park	3536 Rosemary Heights Dr	5	BW										BW									
Crescent Beach	12160 Beecher St.	6										BW										BW
Crescent Park	2585 132 St.	7	w		W					w	W		BW		BW					BW	BW	
Dufferin Park	17375 2 Ave	8	BW				BW						BW				BW					
Elgin Recreation Centre	3530 144 St	9	BW										BW									
Fun Fun Park	1472 128 St	10	BW										BW									
Huntington Park	13111 21b Ave	11	BW										BW									
Kensington Prairie Recreation Centre	16824 32 Ave	12	BW										BW									
Meridian By The Sea Park	2040 150 St	13	BW		BW								BW		BW							
Morgan Creek Park	3302 156A St	14	BW		BW								BW		BW							
Oliver Park	15958 28 Ave	15	BW										BW									
Redwood Park	17900 20 Ave	16	w										BW									
South Surrey Athletic Park	1925 148 St	17	W	W	W		W		w			W	BW	BW	BW		BW		BW			BW
Summerhill Park (Tot-Lot)	13089 Summerhill Cres	18	BW				BW						BW				BW					
Sunnyside Park	15455 26 Ave	19	W		W								BW		BW							
Winter Crescent Park	3484 148 St	20	BW										BW									

# CITY OF SURREY – PARK FACILITIY OPERATIONS – FEATURES ROUTINE MAINTENANCE SERVICE LEVEL REQUIREMENTS

Seasonal	Service Schedule	Maps		М	ay 2	0 – S	ept	30	
WATER P	ARK PACKAGE	PAGE #	MONDAY	TUESDAY	WEDENSDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Bear Creek	13750 88 Ave	1		x		х		х	x
Bridgeview	11475 126A	2			x			x	
Cloverdale Athletic	6330 168 St	3		x		x		х	x
Erma Stevenson	15920 110 Ave	4			x			x	
Fleetwood	15802 80 Ave	5			x		x		x
Goldstone	5850 146 St	6			x		x		x
Hawthorne	10503 144 St	7			х			х	
Hazelgrove	7080 190 St	8			x		х		x
Newton Athletic	7395 128 St	9			x		x		x
South Surrey Athletic	1925 148 St	10		x		x		х	x
Unwin	13313 68 Ave	11		x		x		x	x

1. Service visists as scheduled including Saturdays, Sundays and statutory holidays

2. Services must be completed by 10am

## SCHEDULE A-3 CONTRACT DRAWINGS

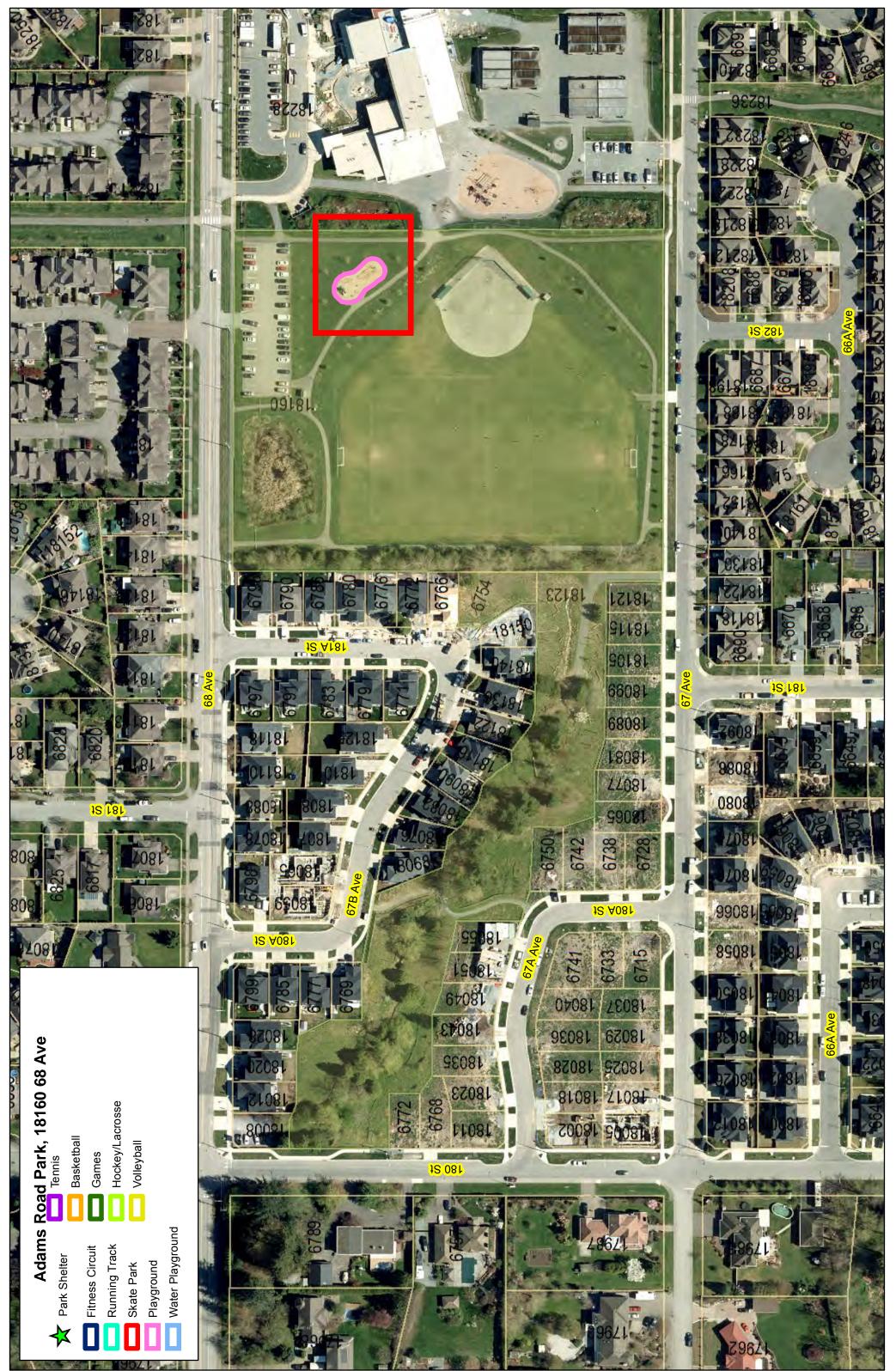
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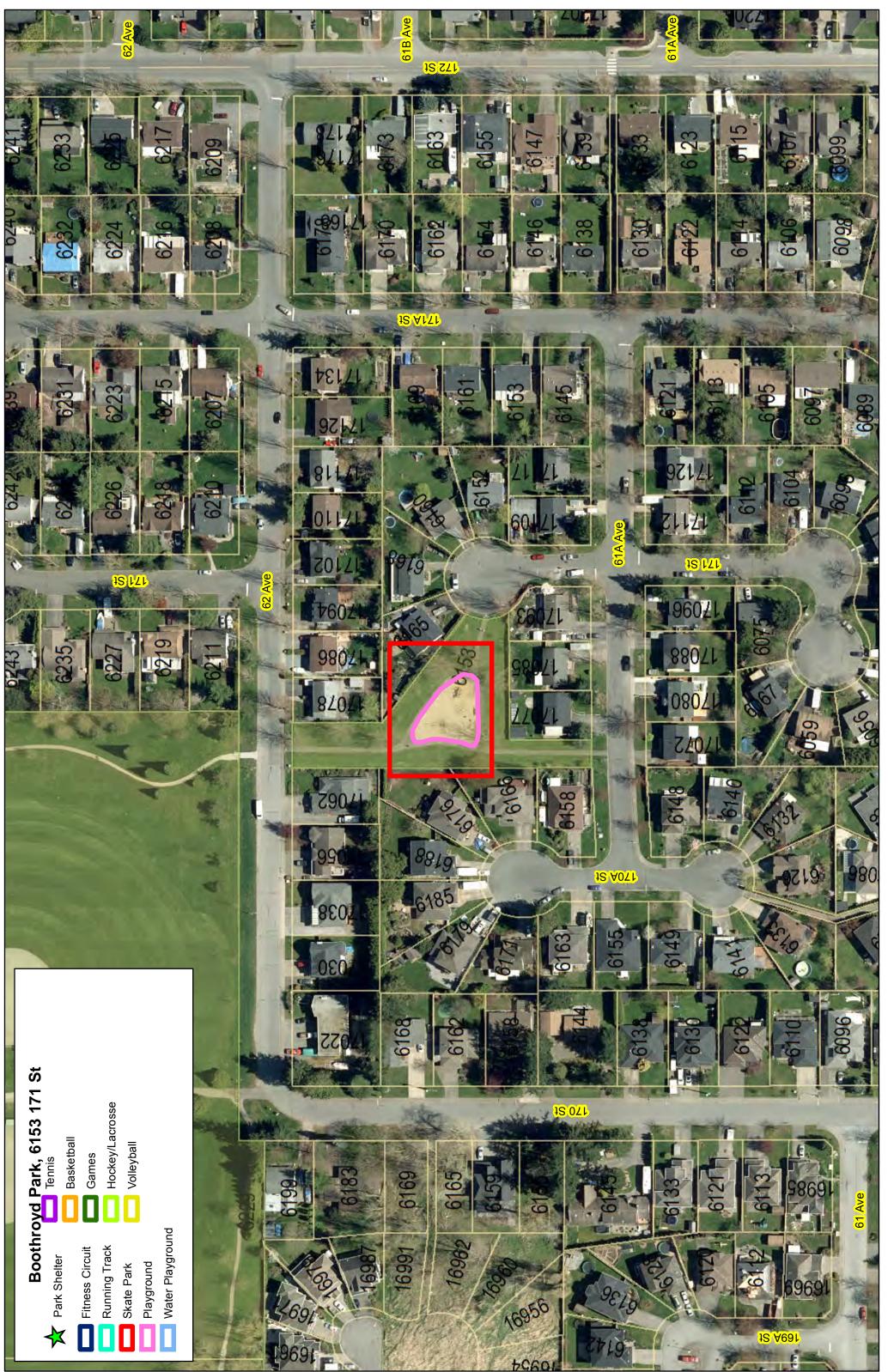
ltem #	Description	# of Pages
A	Cloverdale Package	27
В	Fleetwood Package	12
С	Guildford Package	17
D	Newton Package	33
E	North Surrey Package	21
F	South Surrey Package	20
G	Water Park Package	11



RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

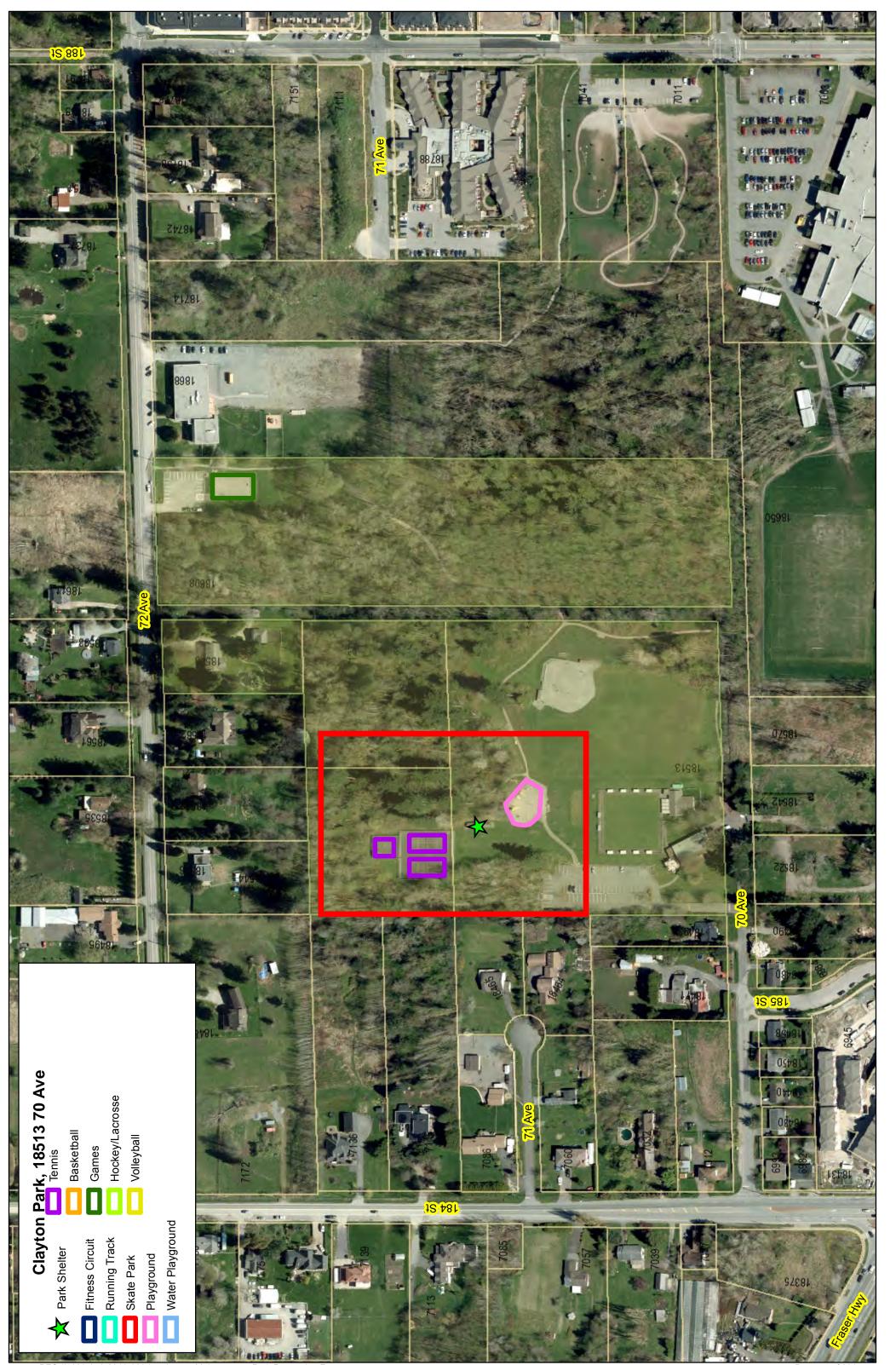


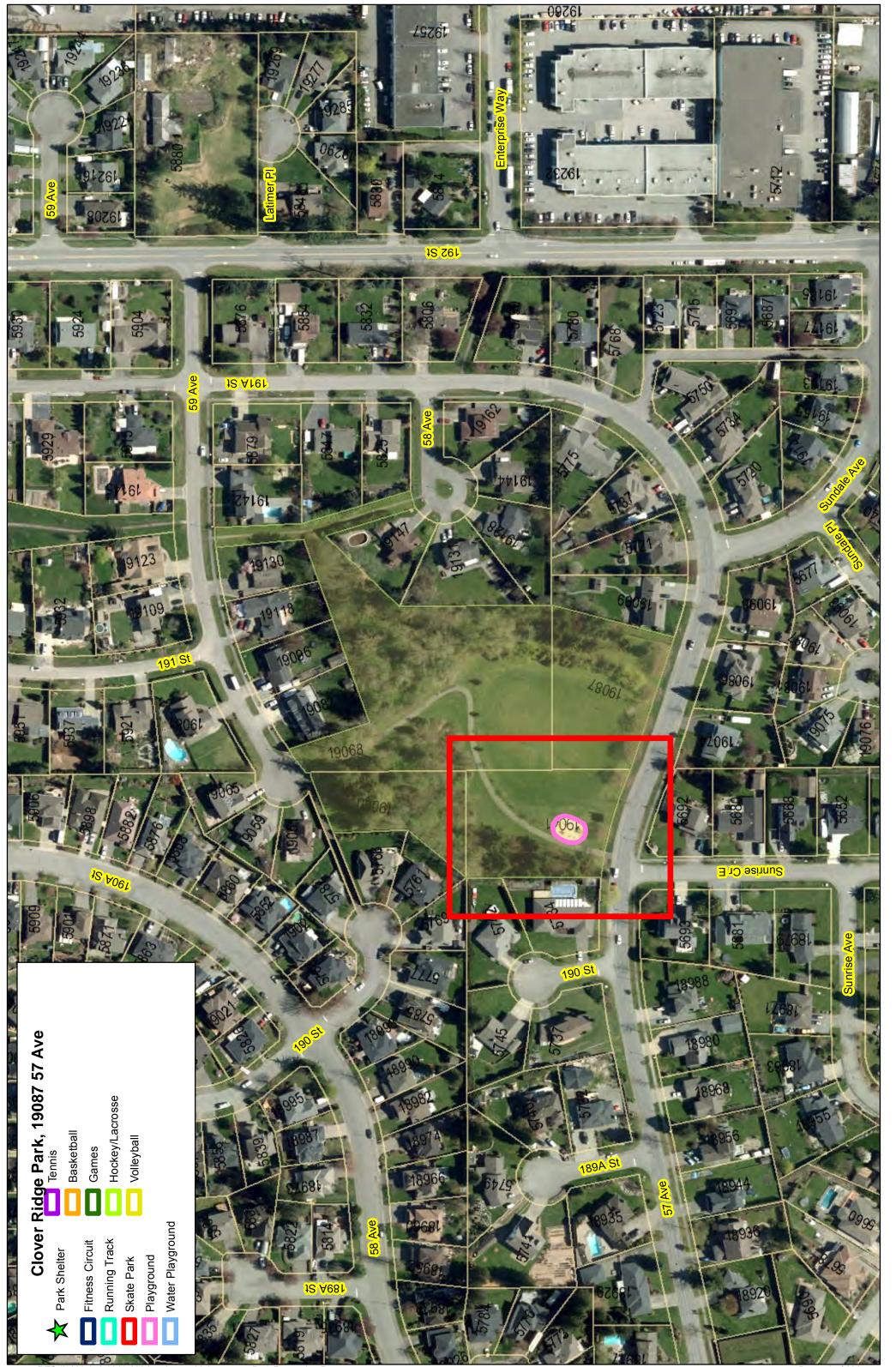




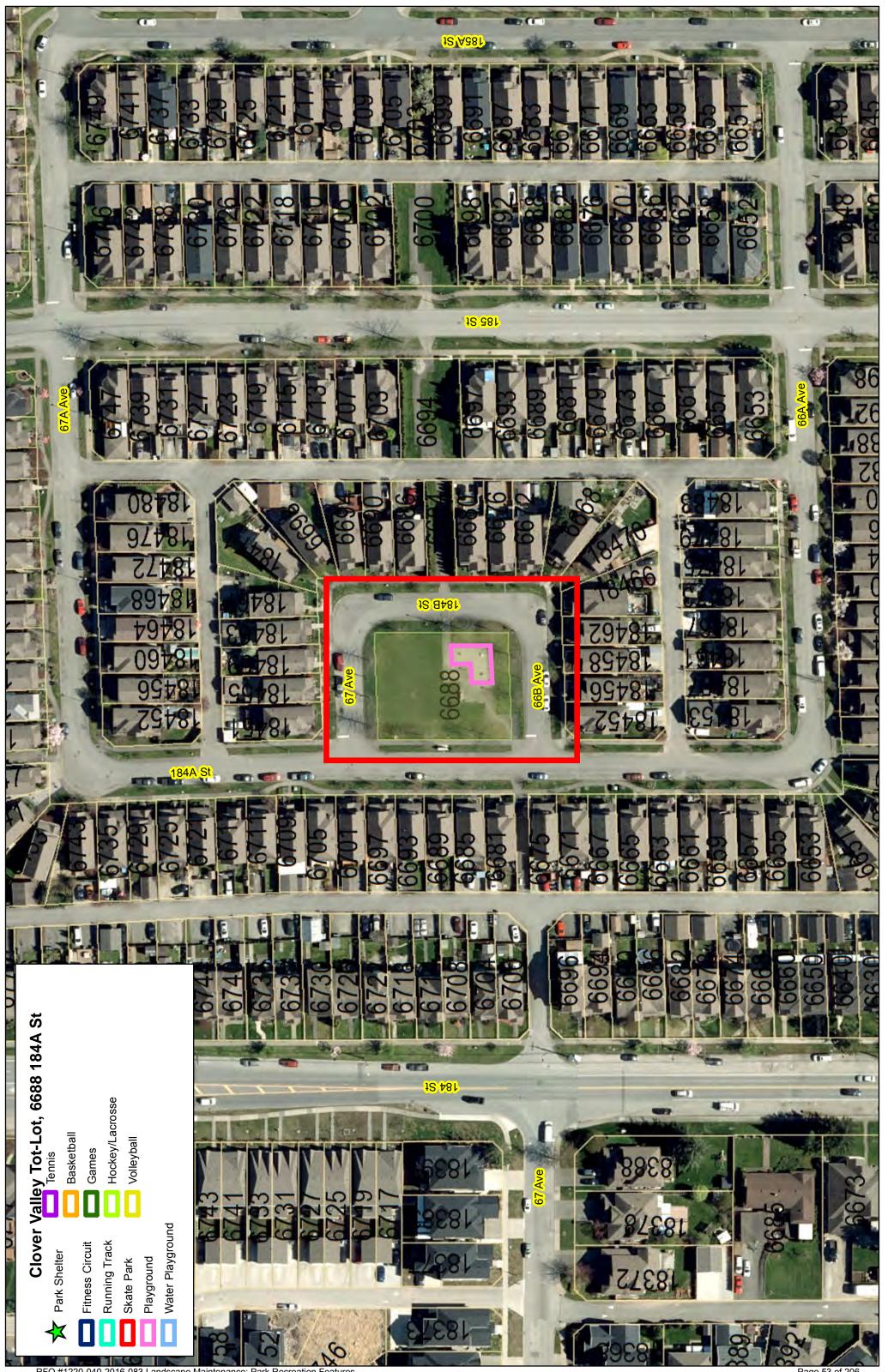




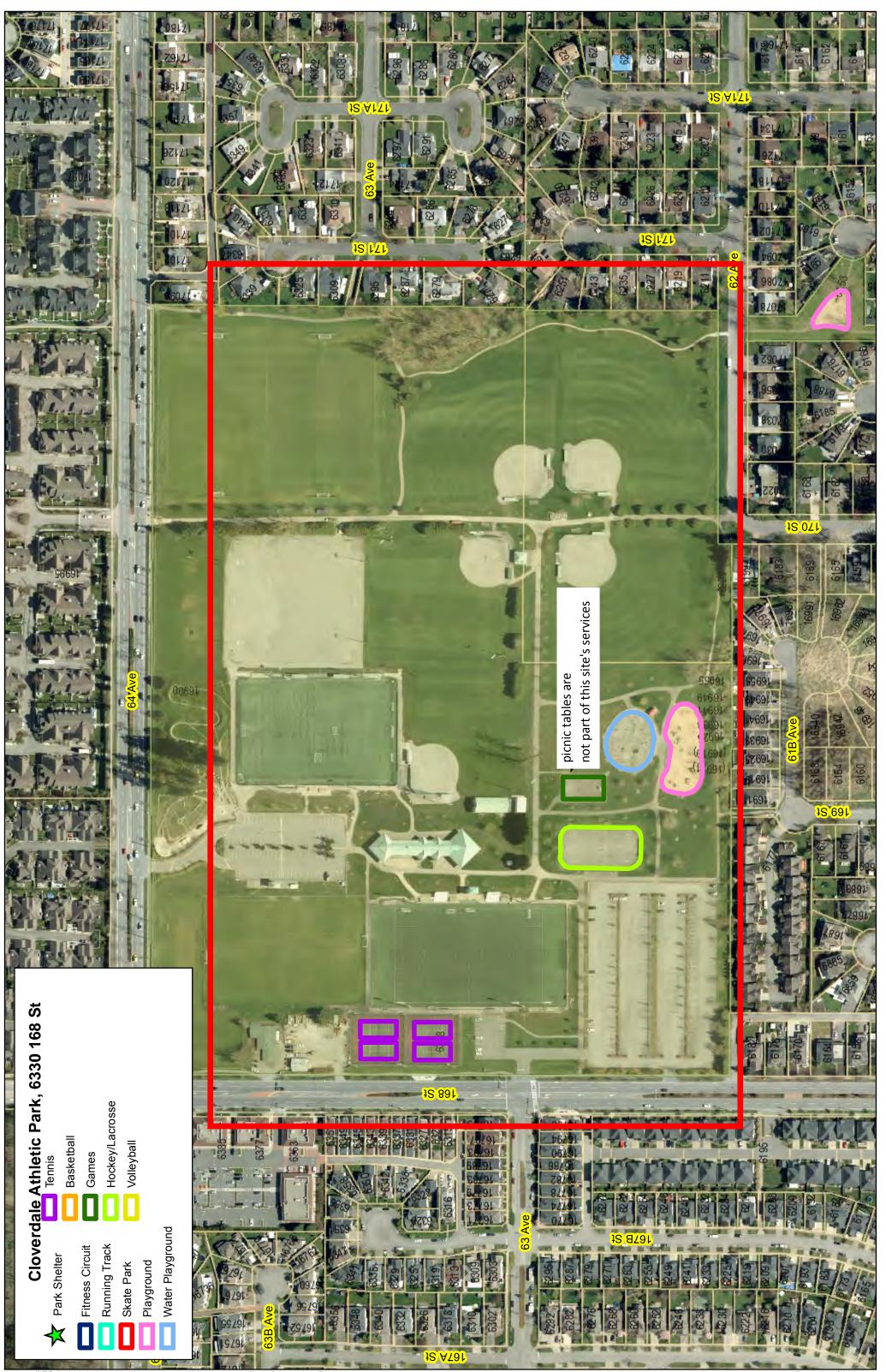


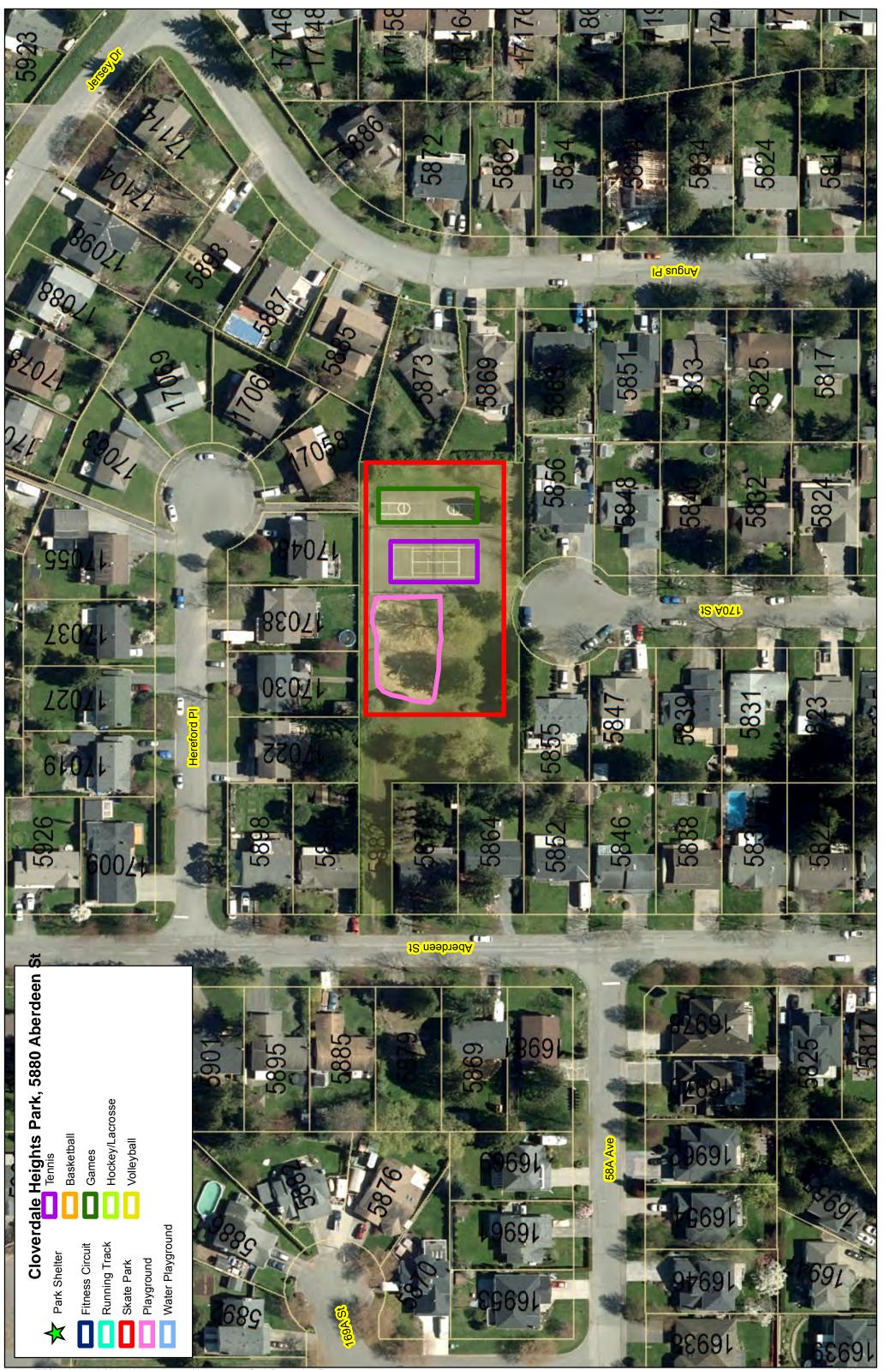


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



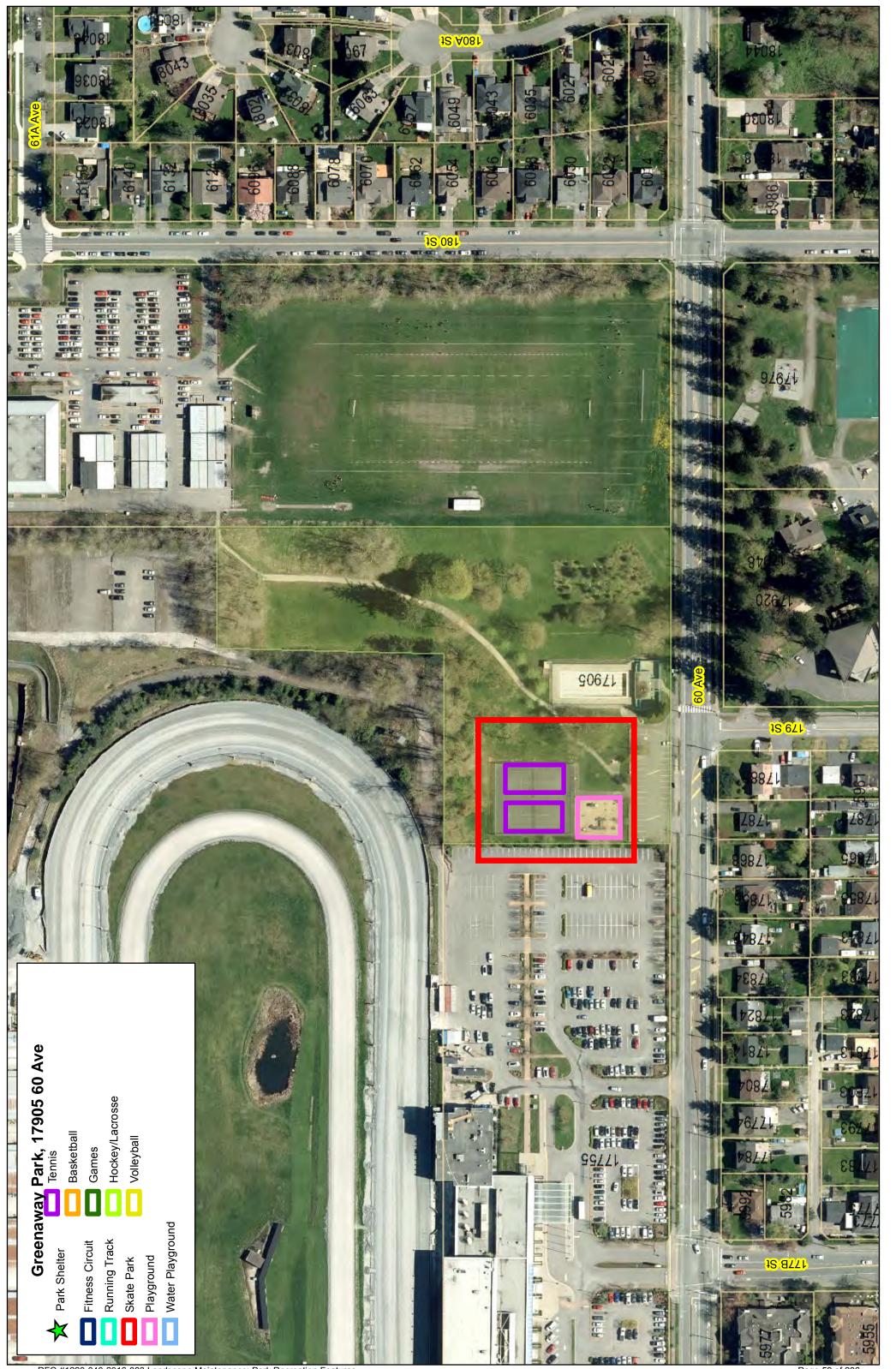




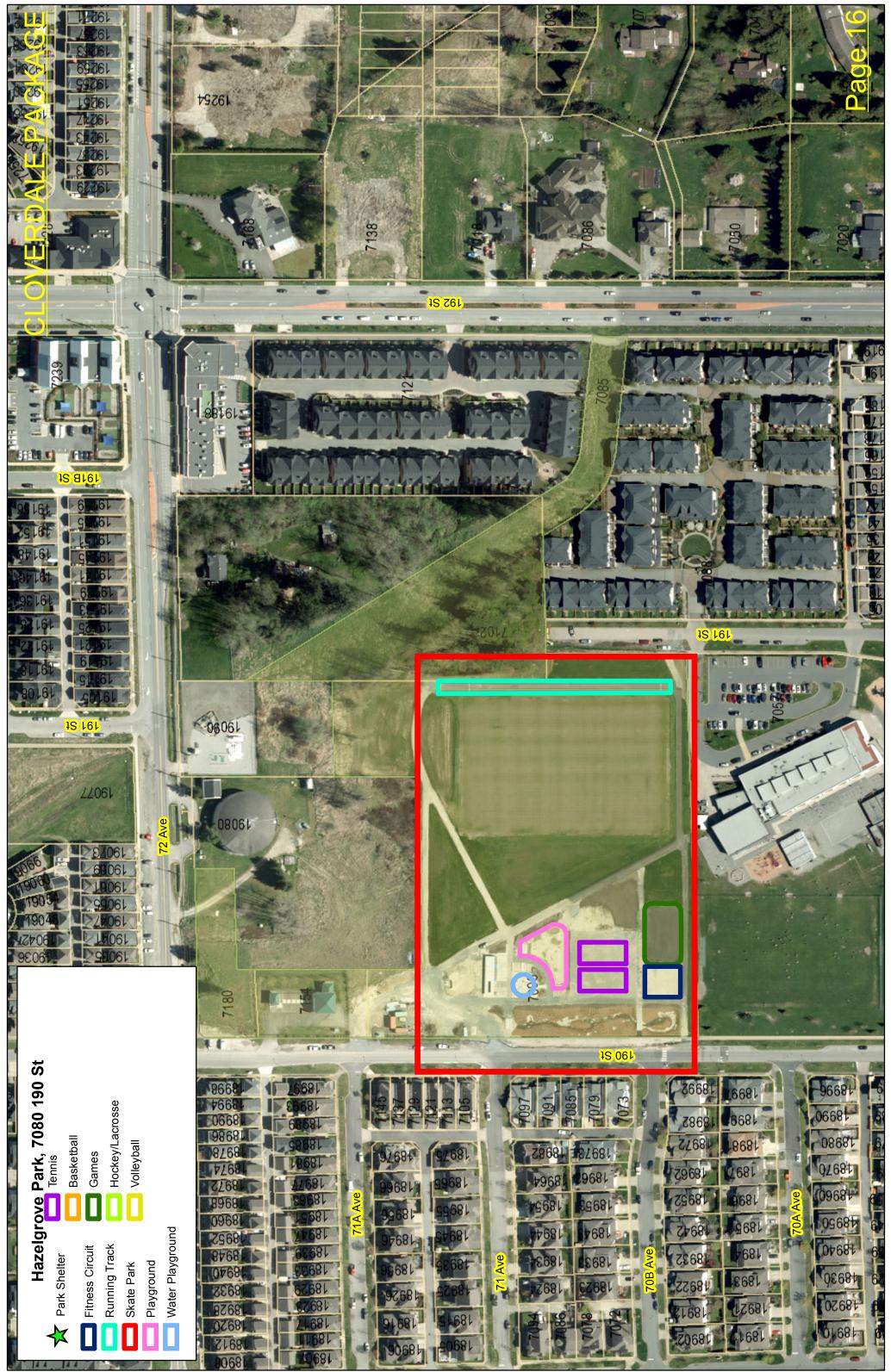




RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



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RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



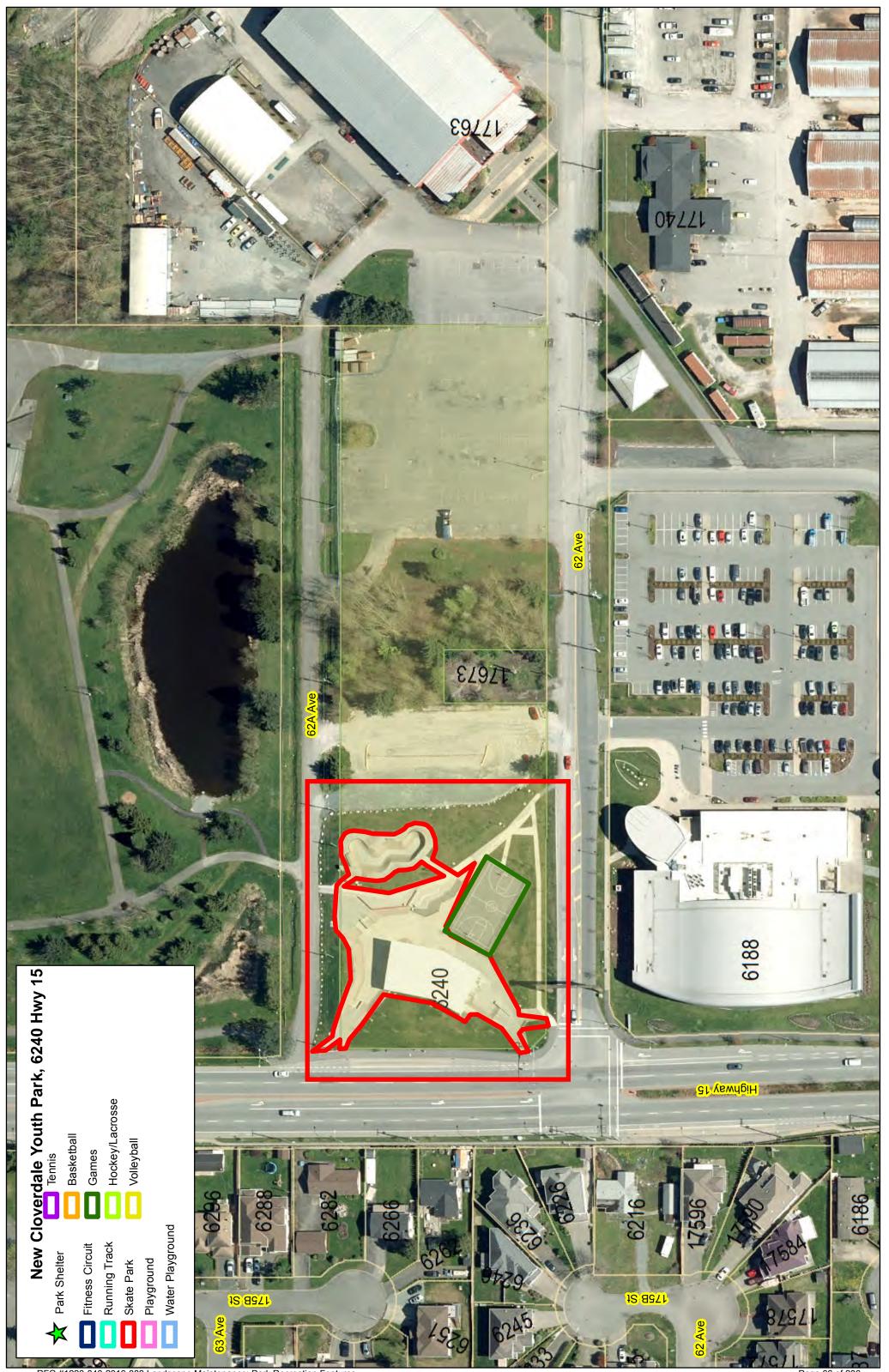


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features





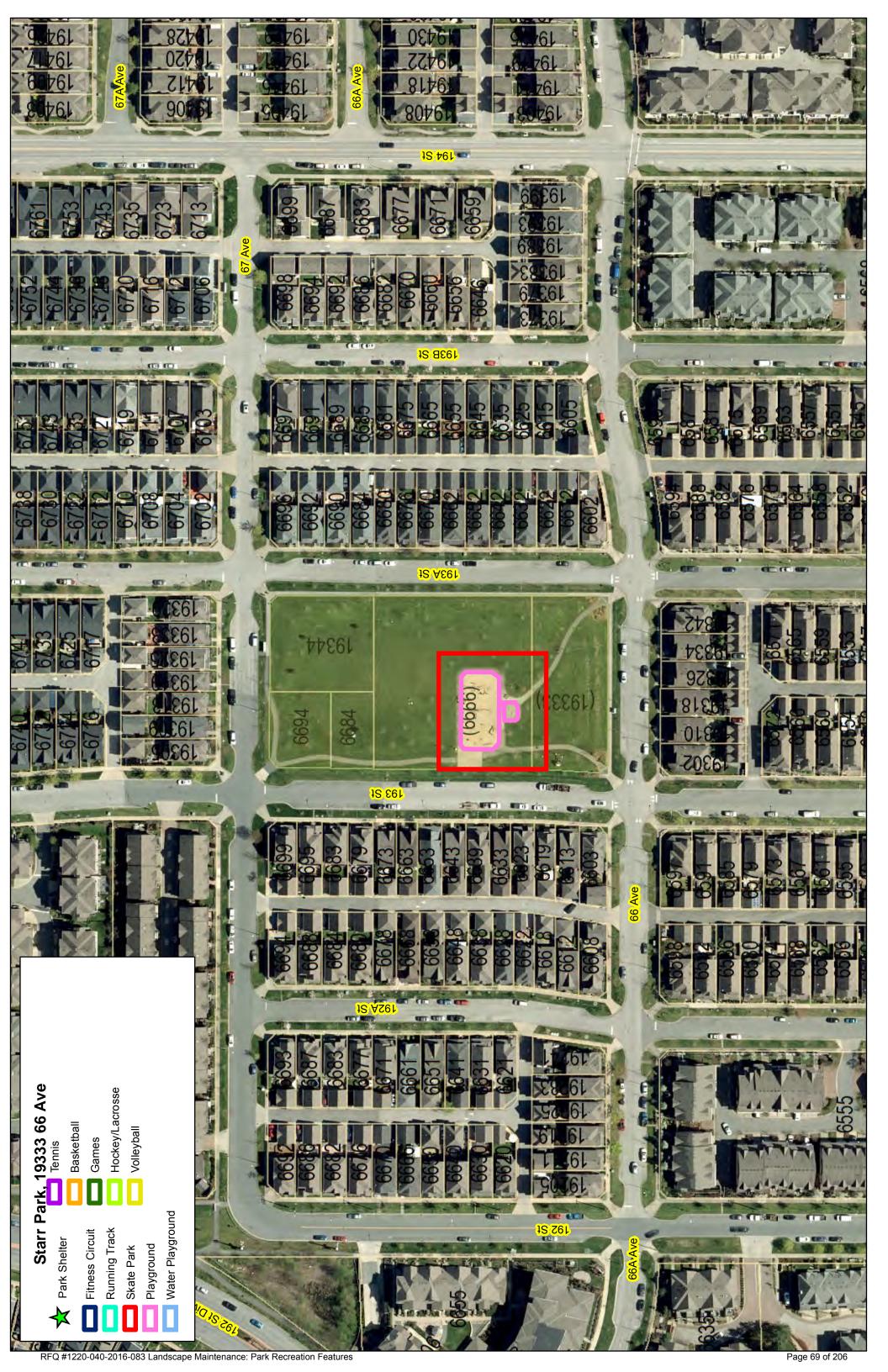


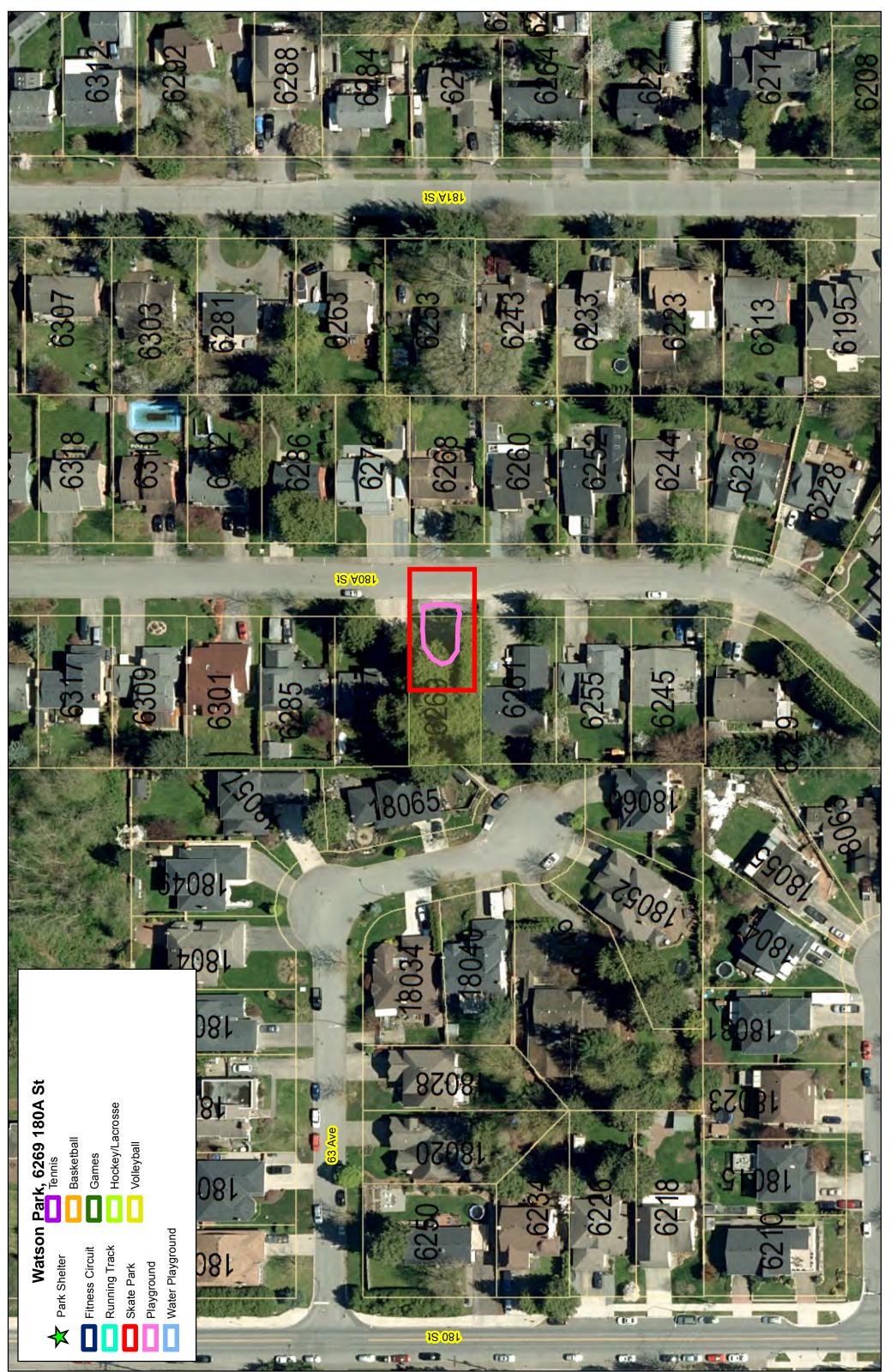


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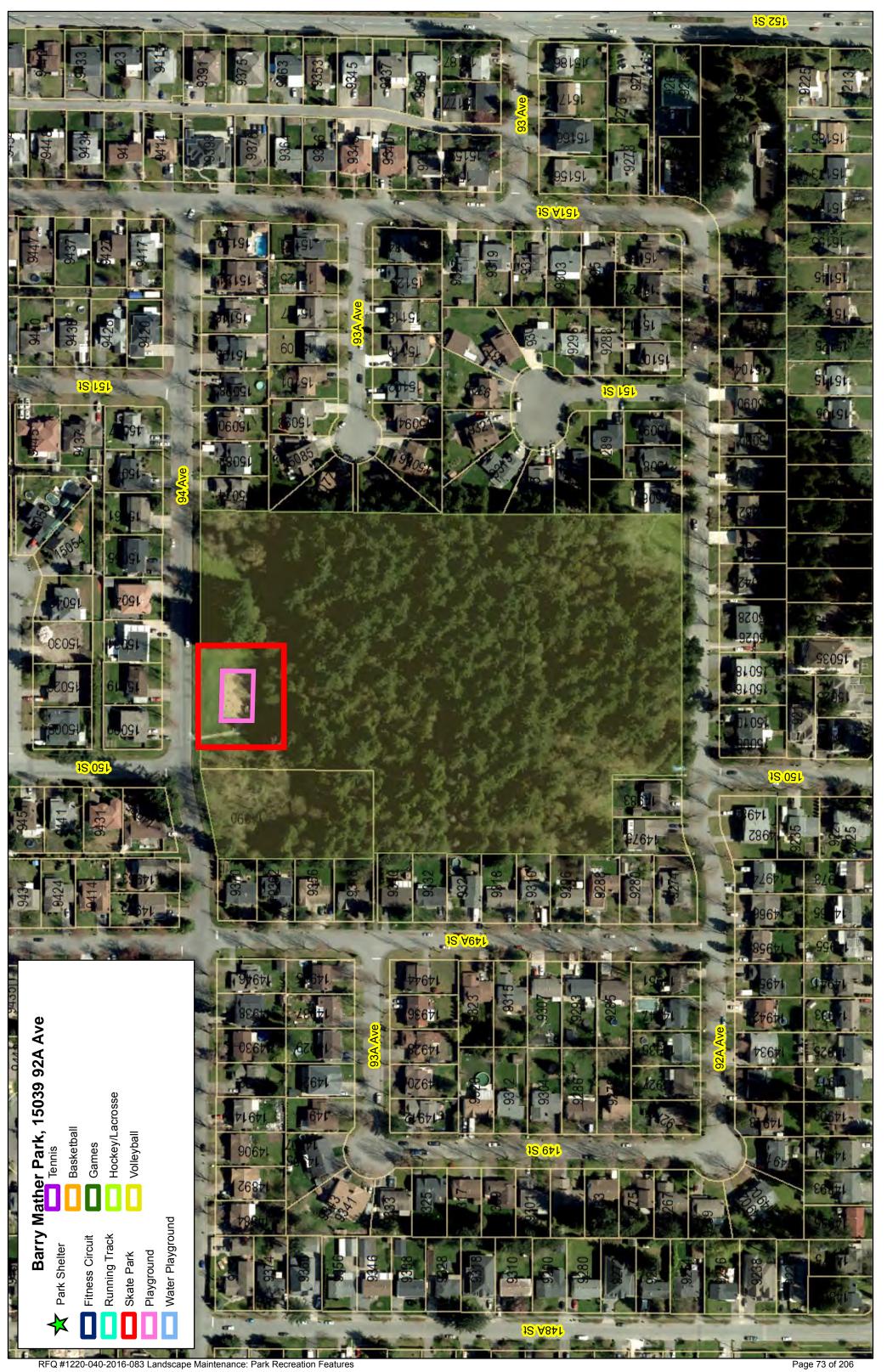


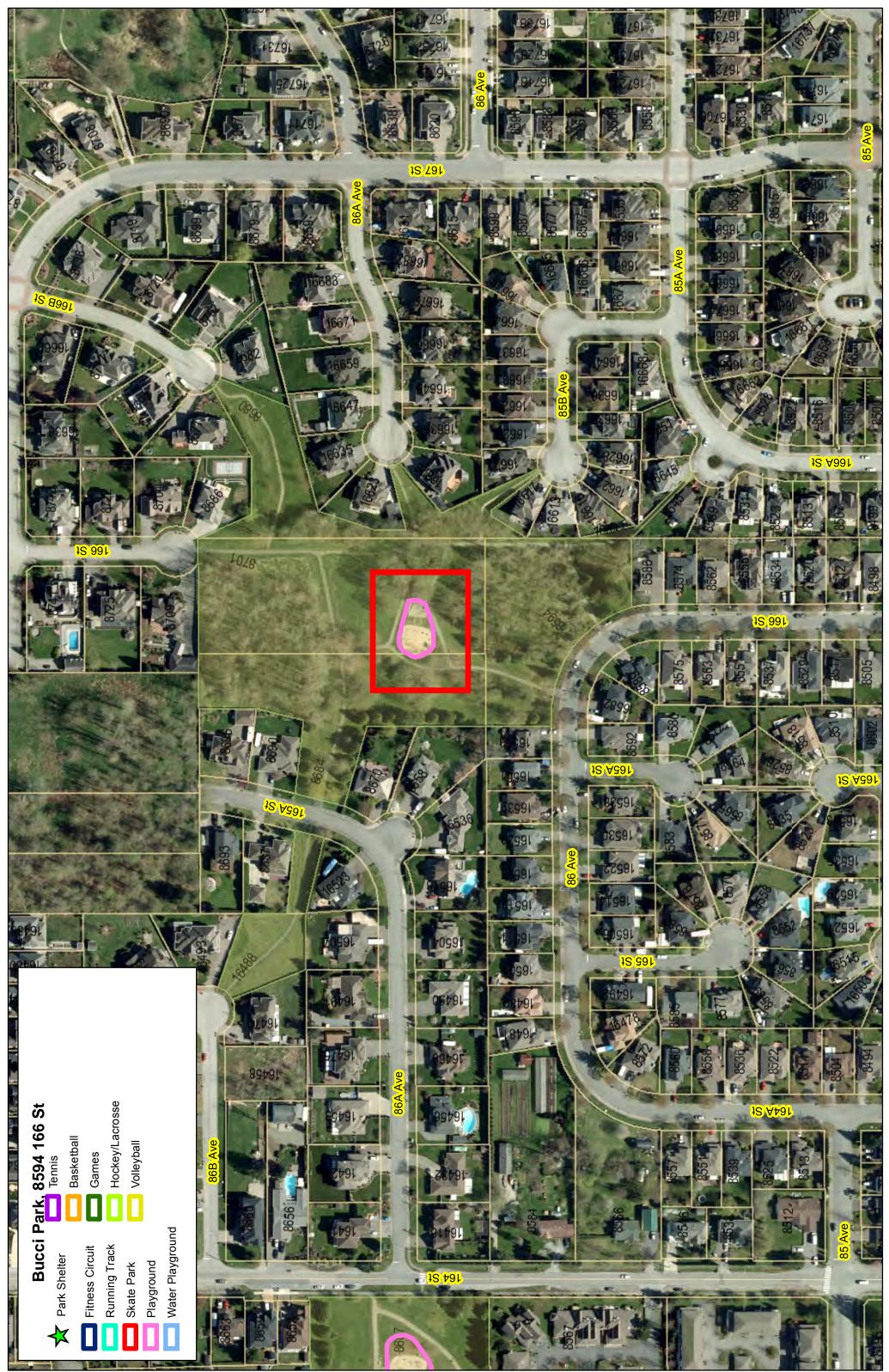


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

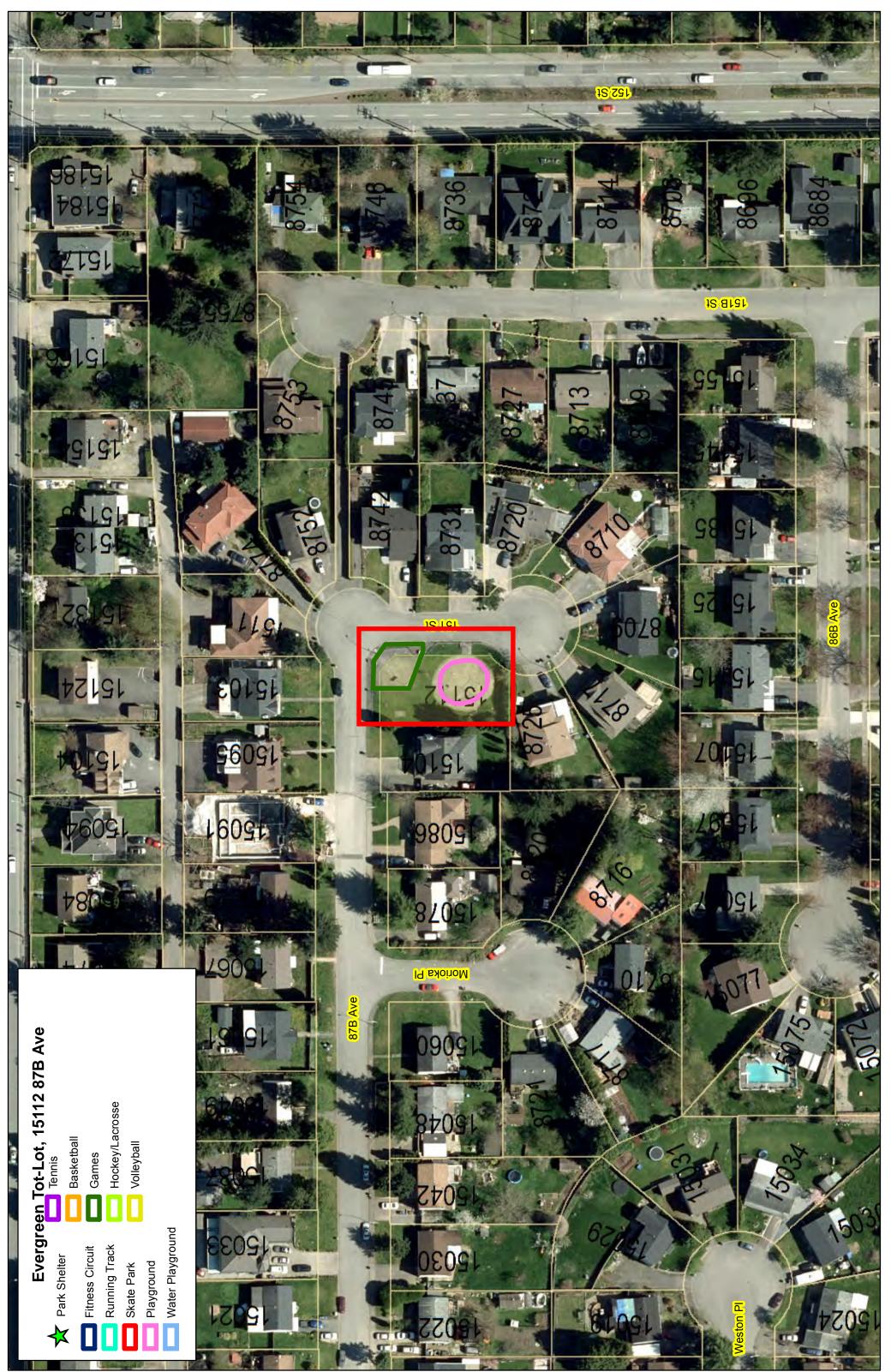


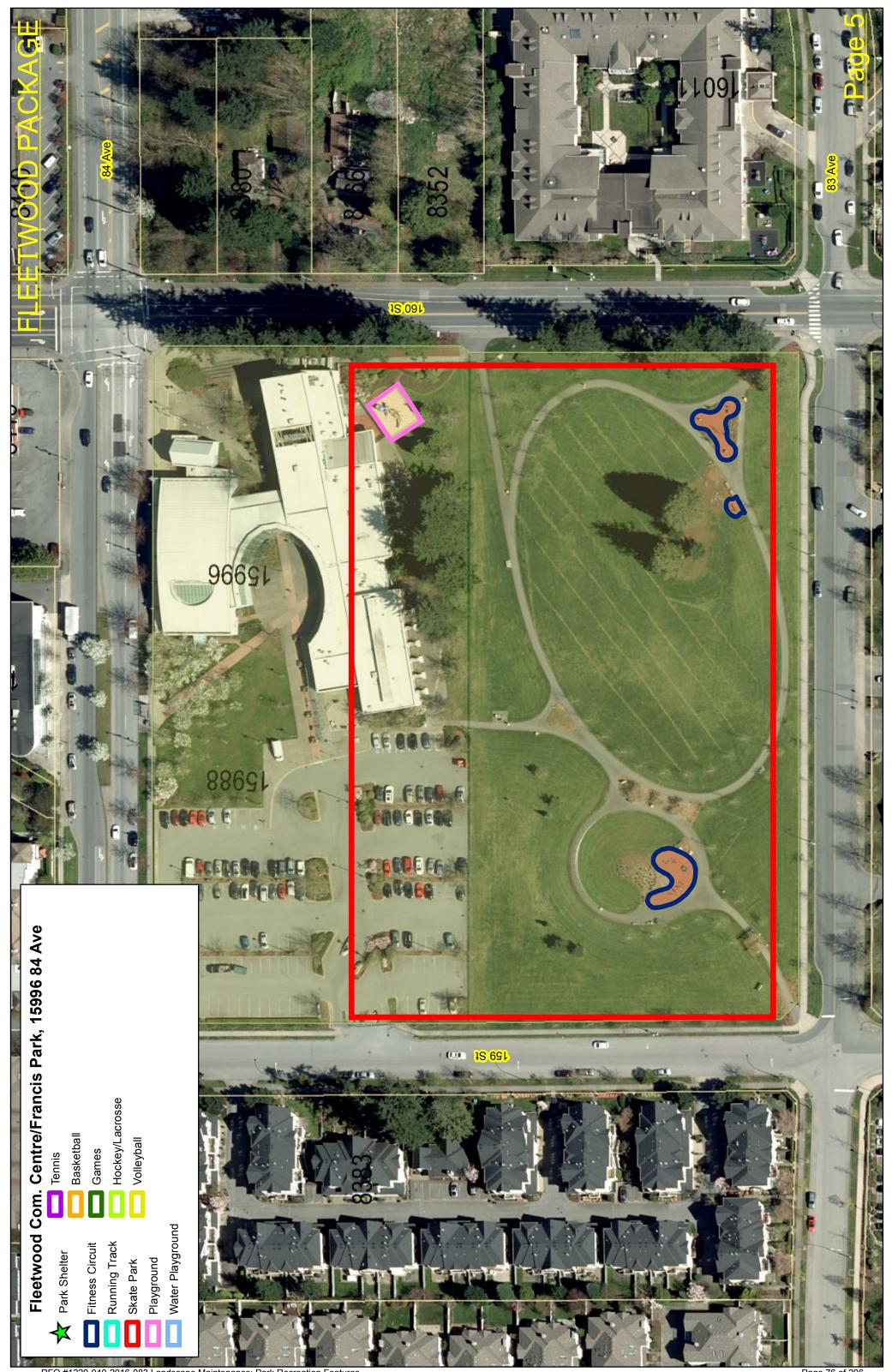


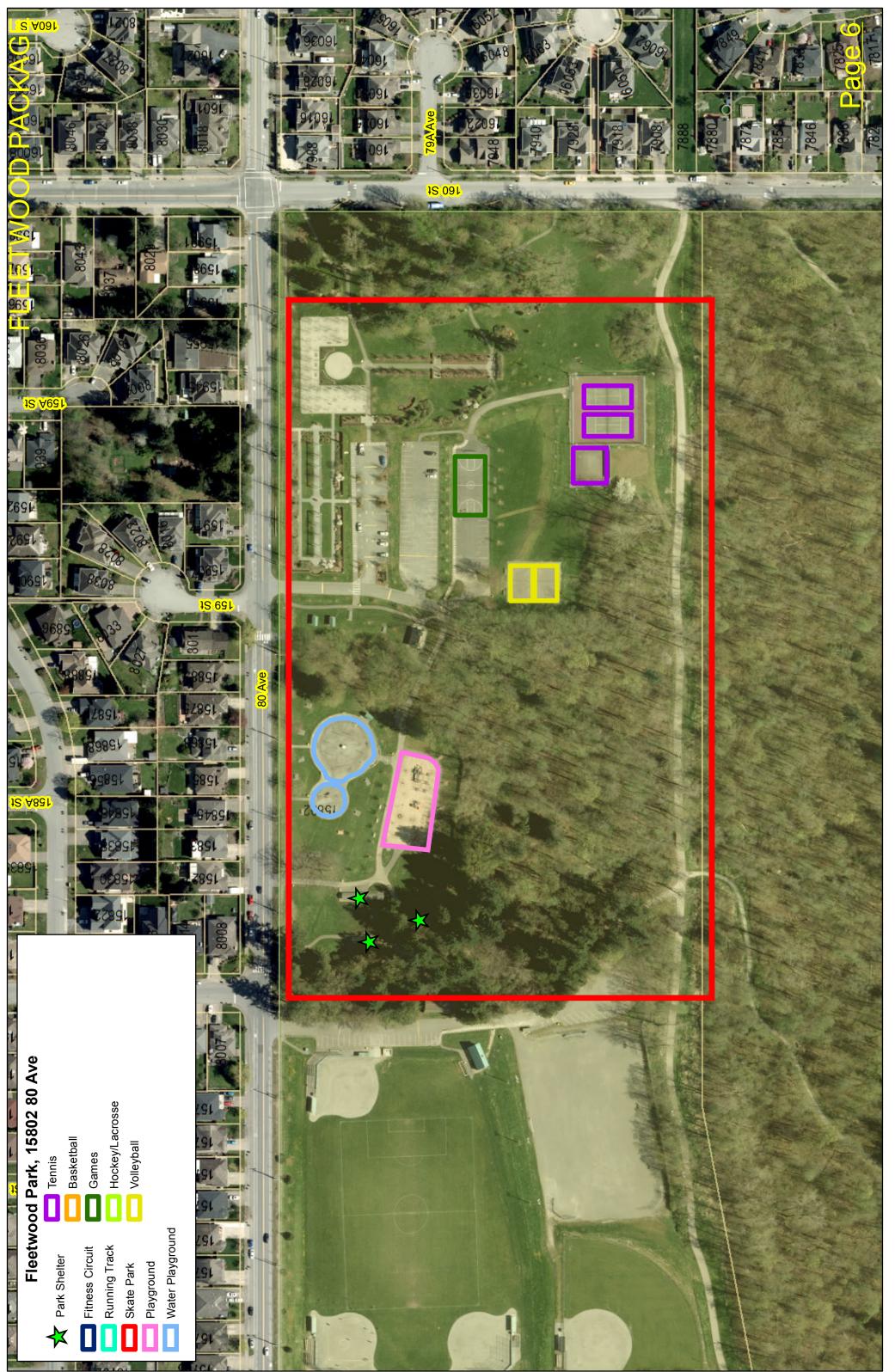


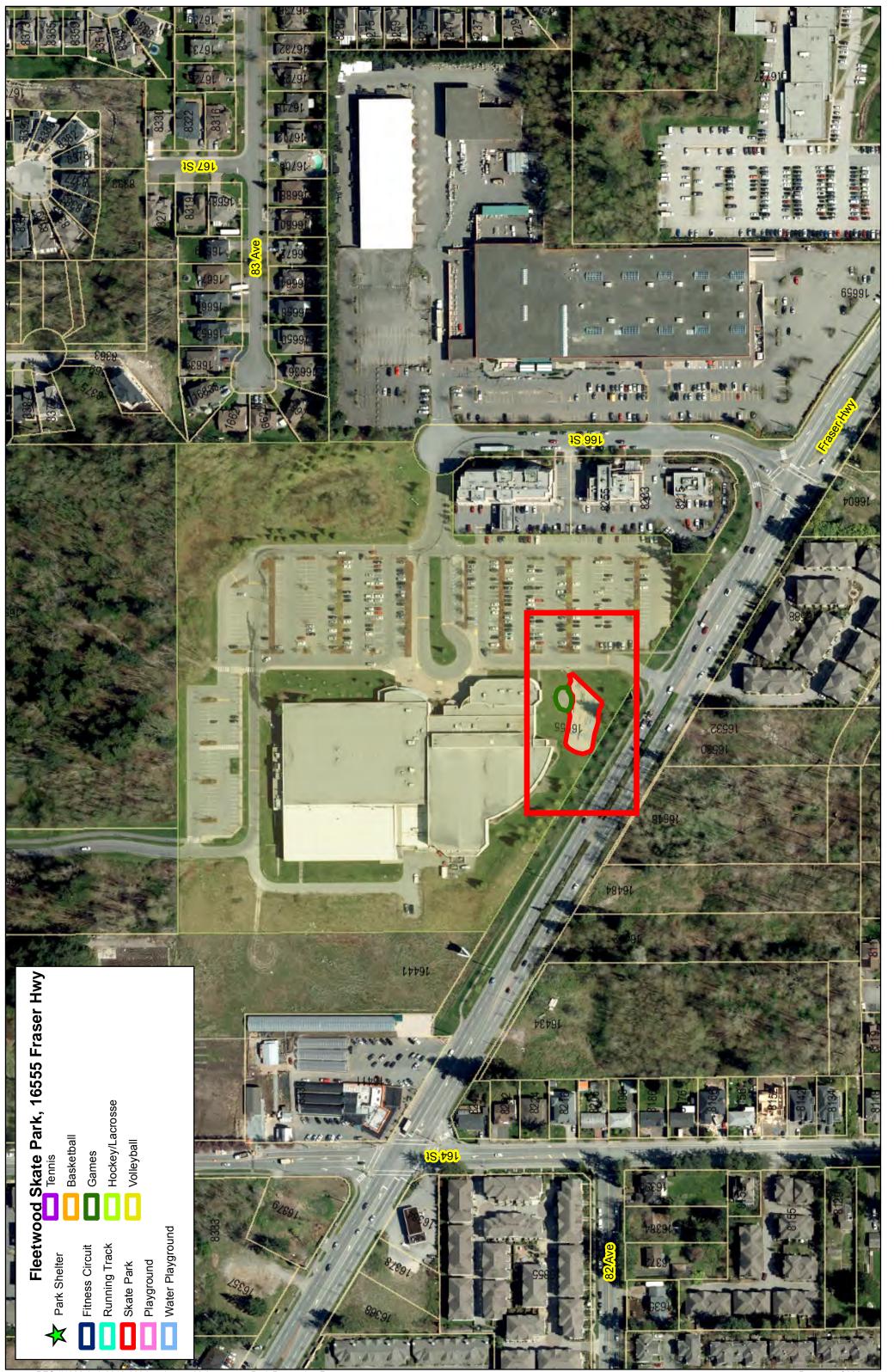


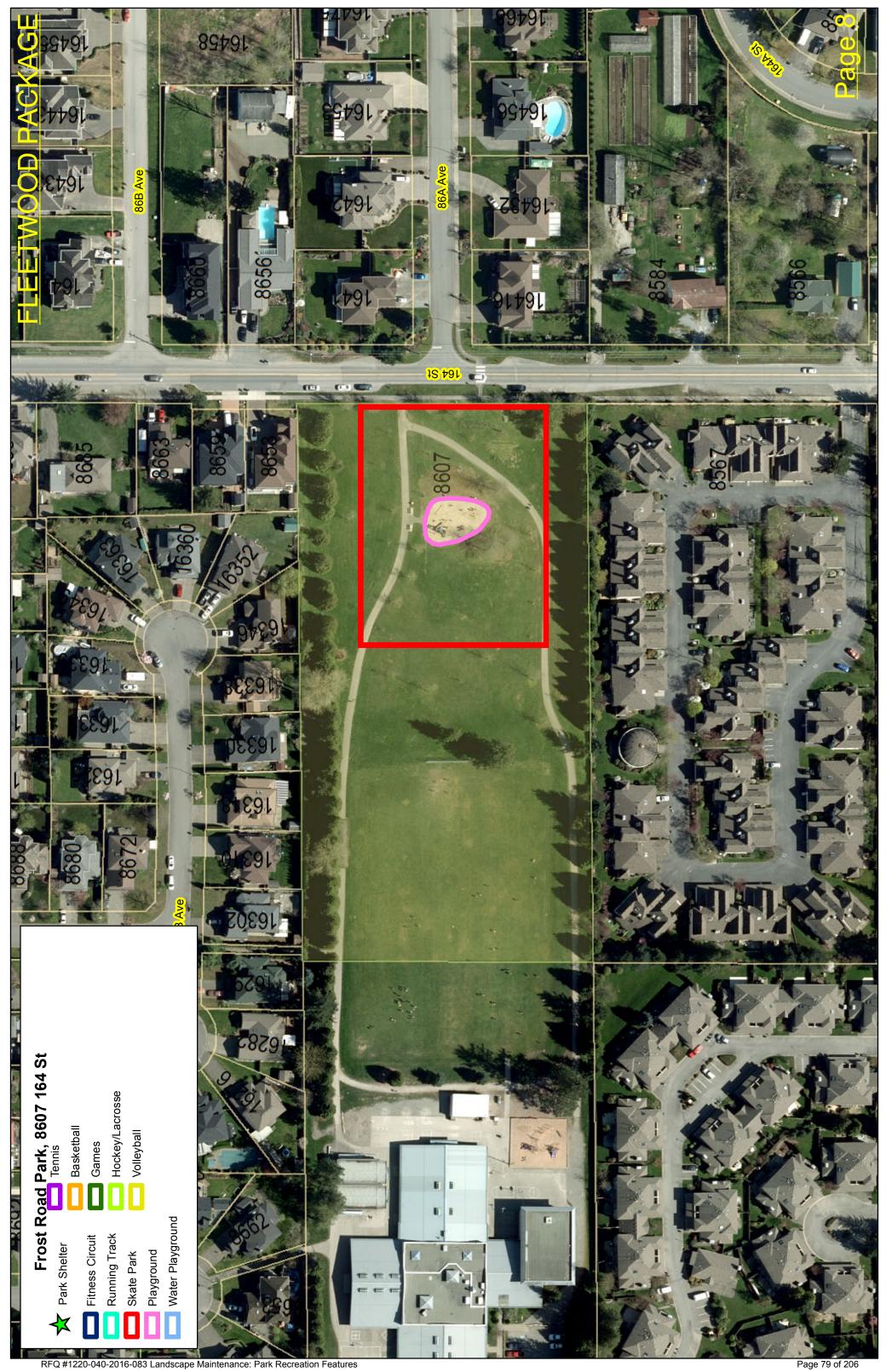
RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

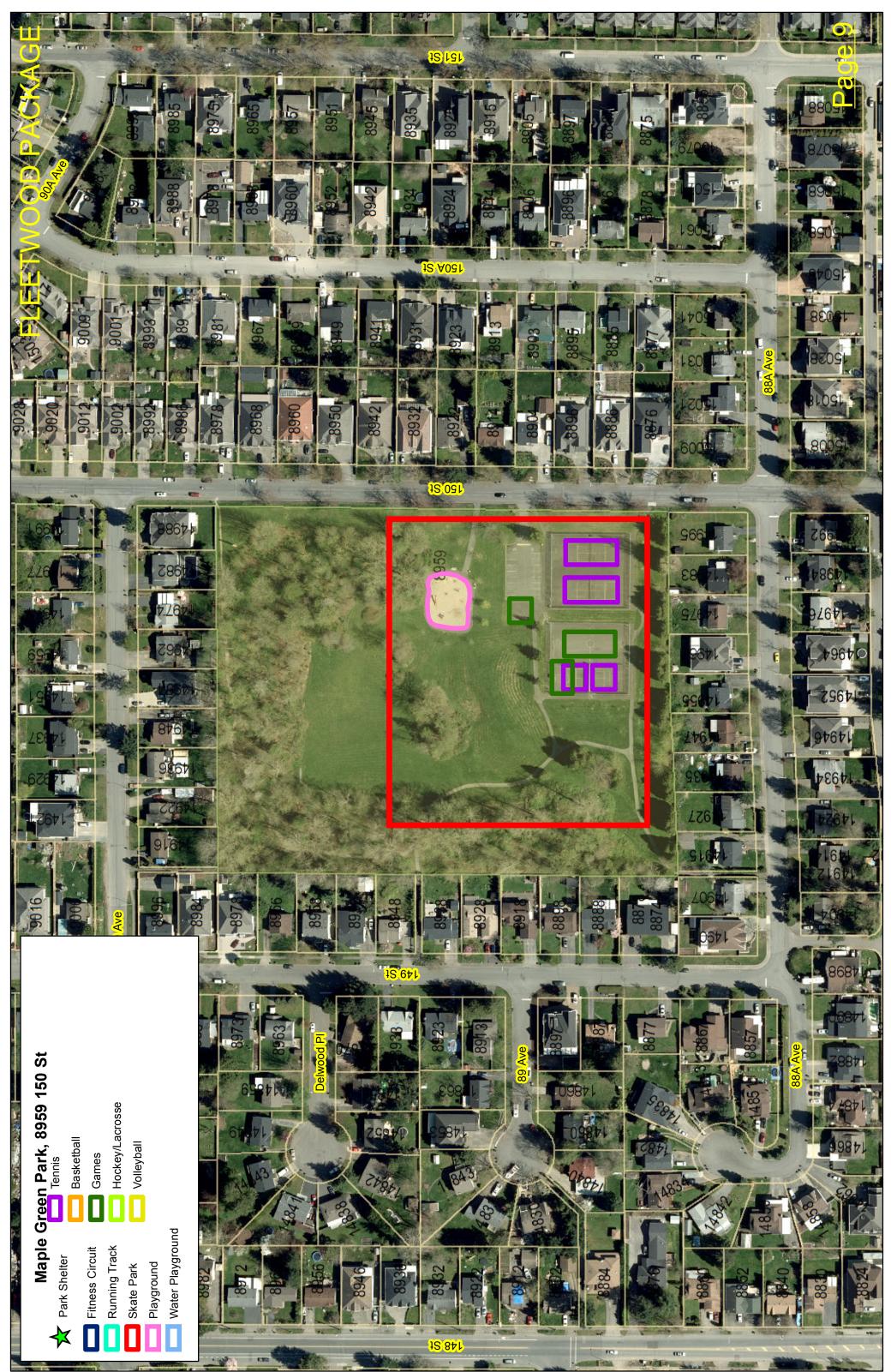


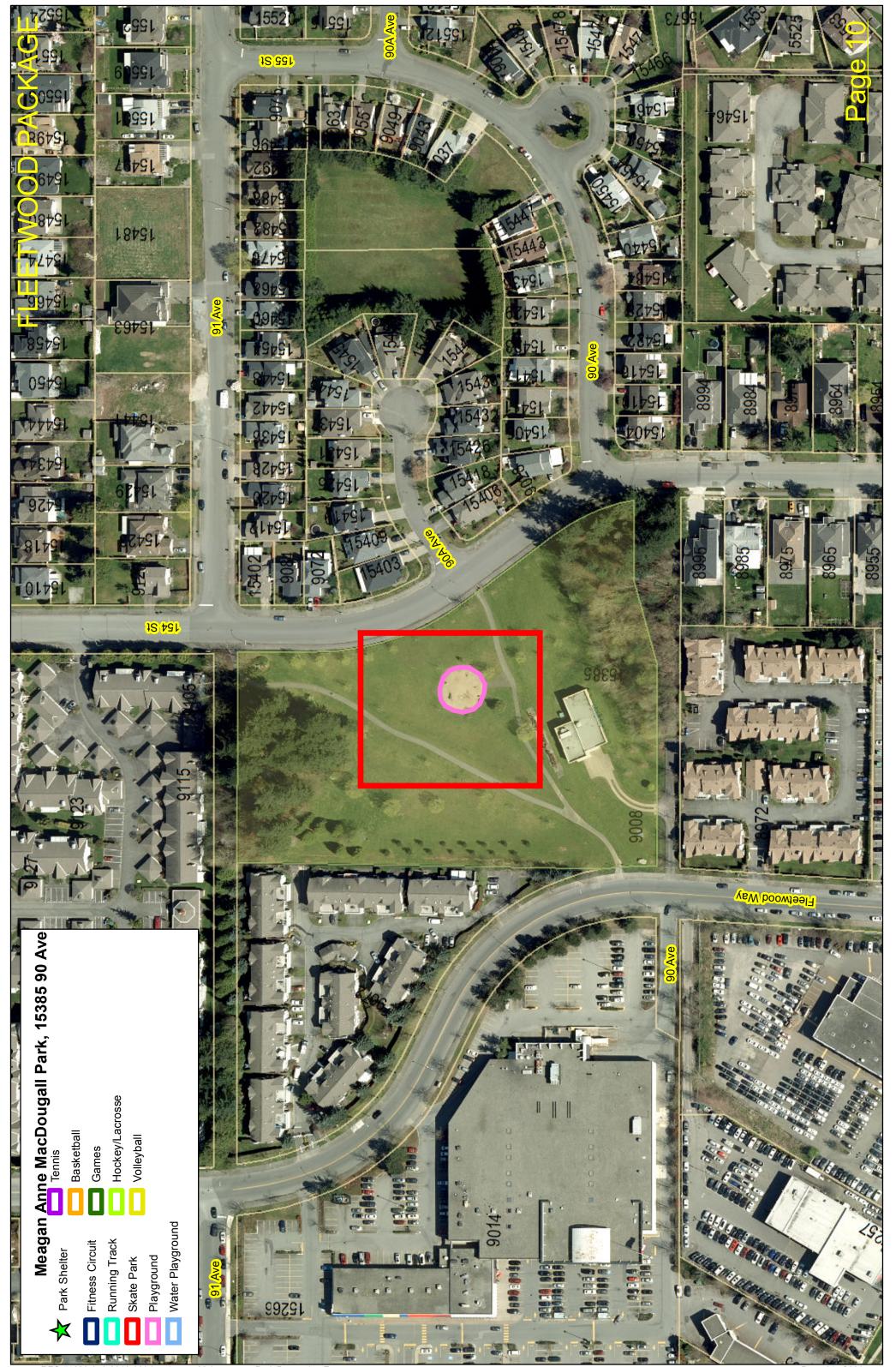




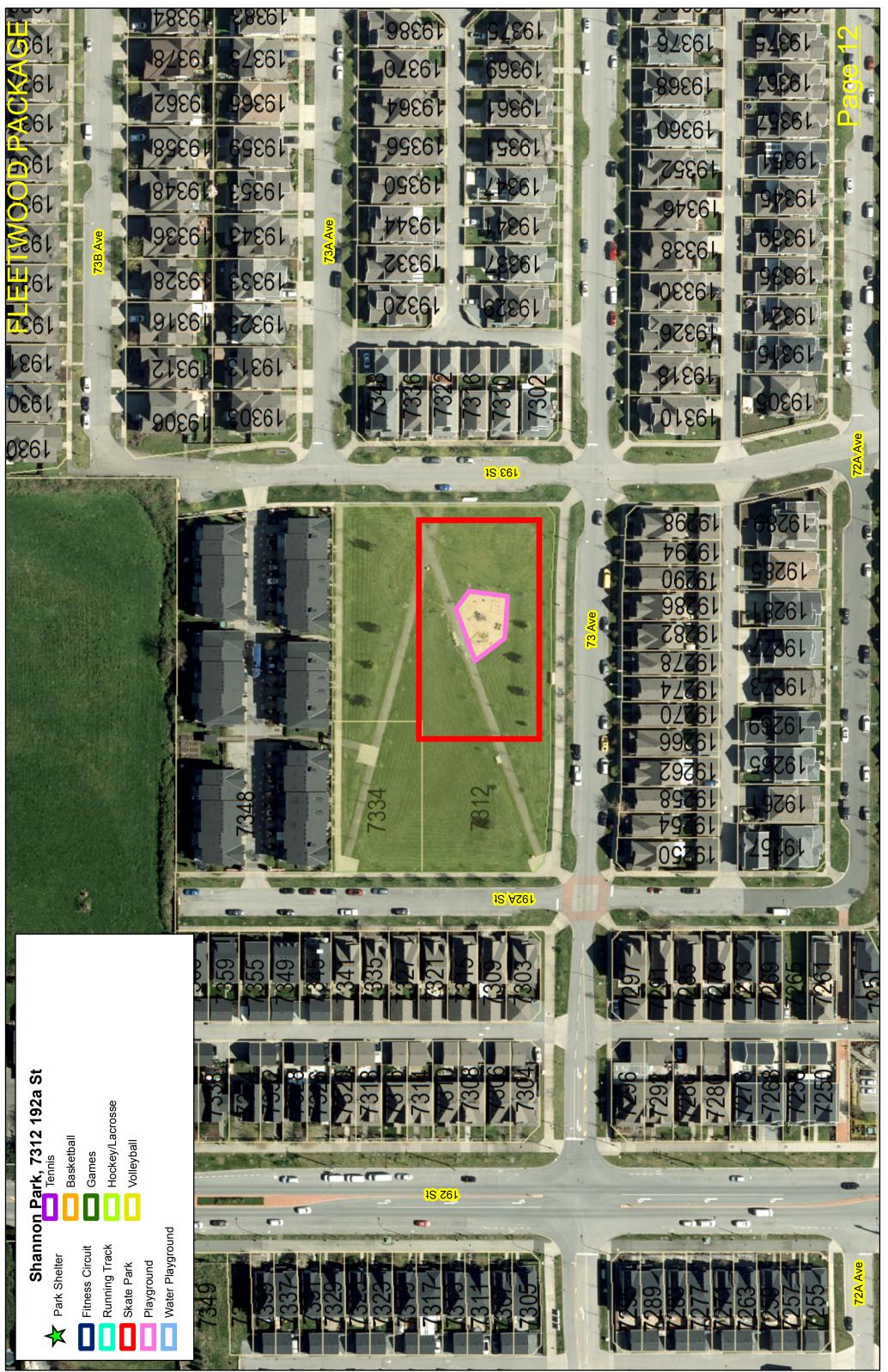


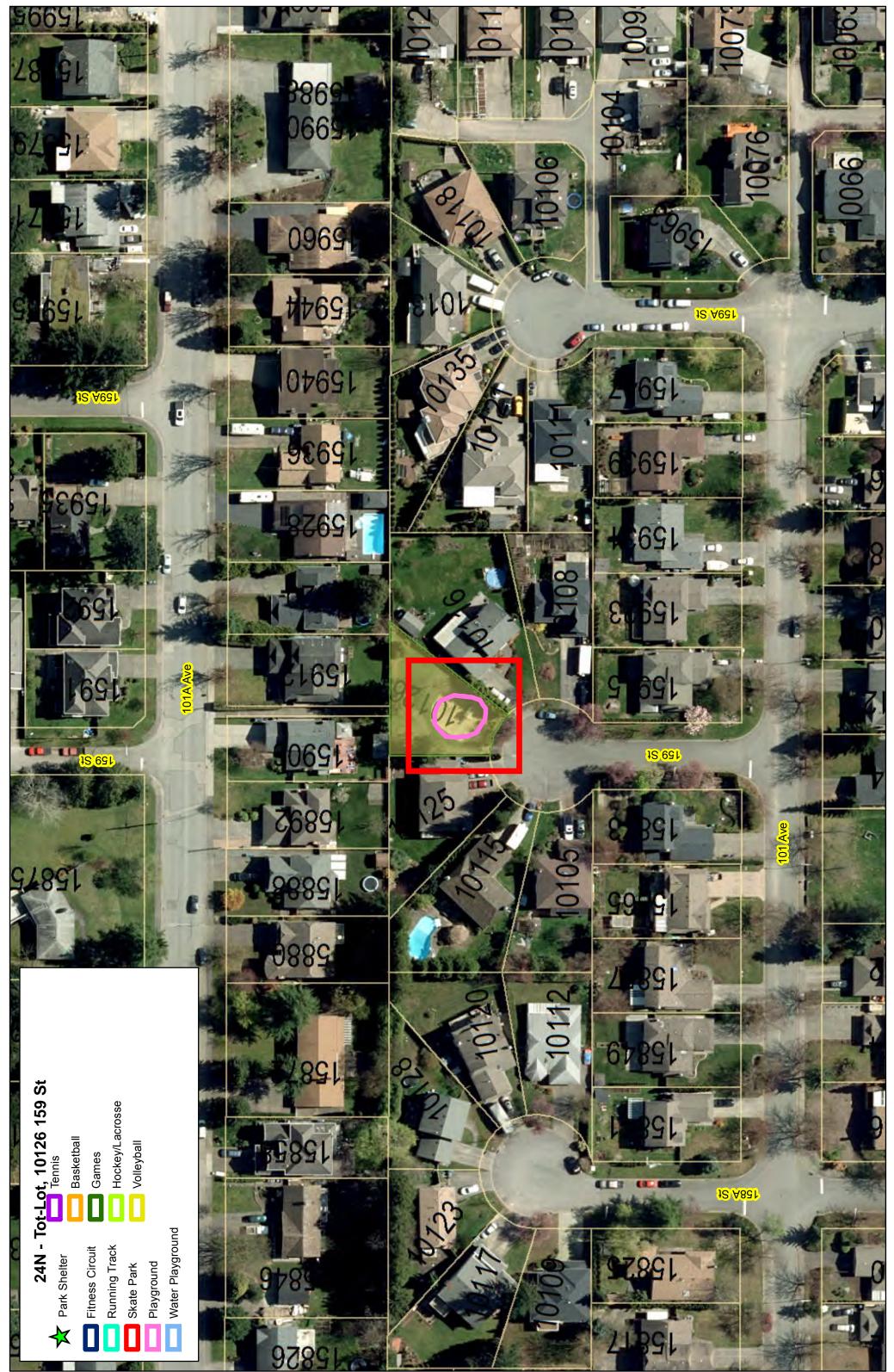


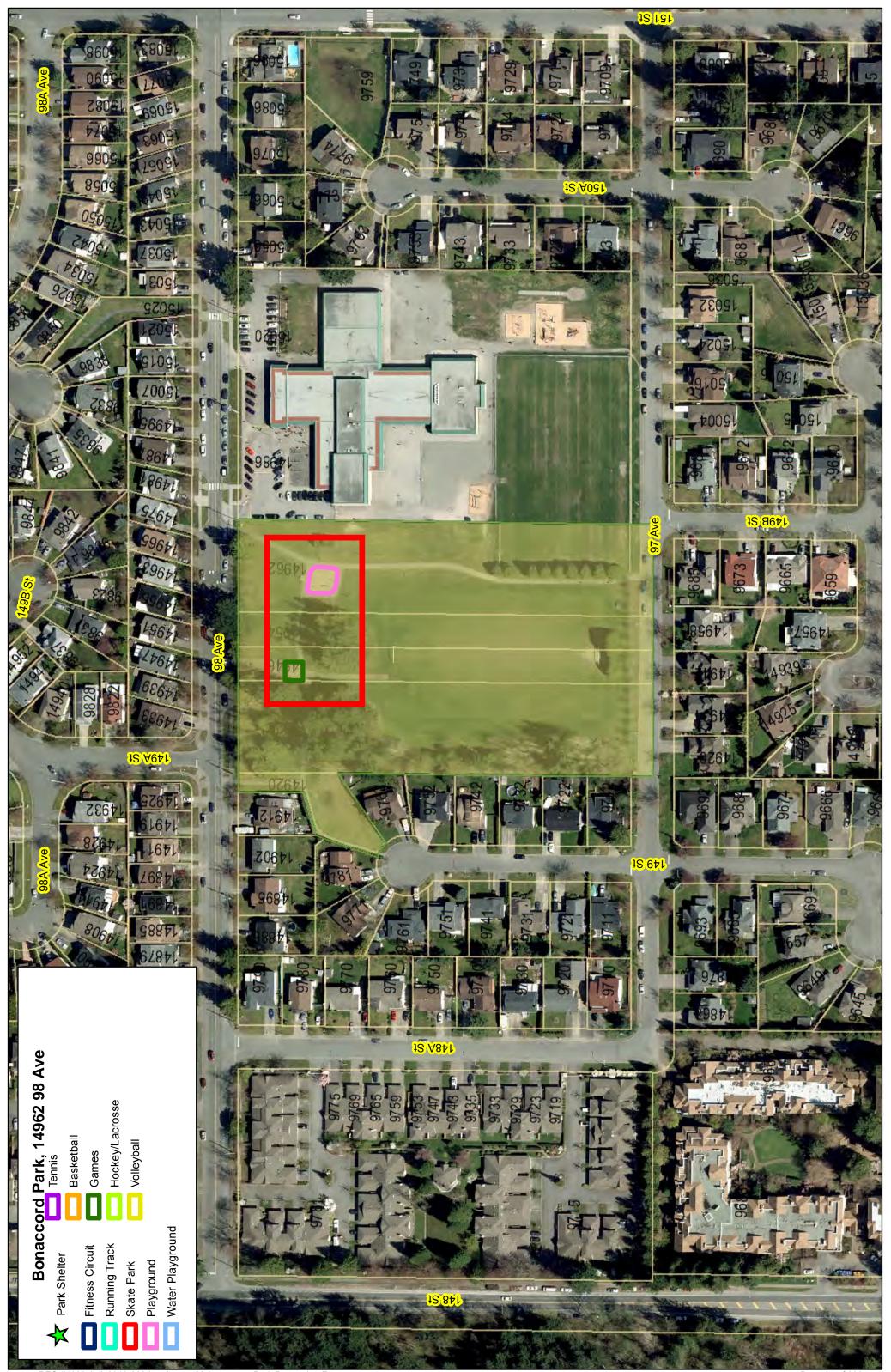


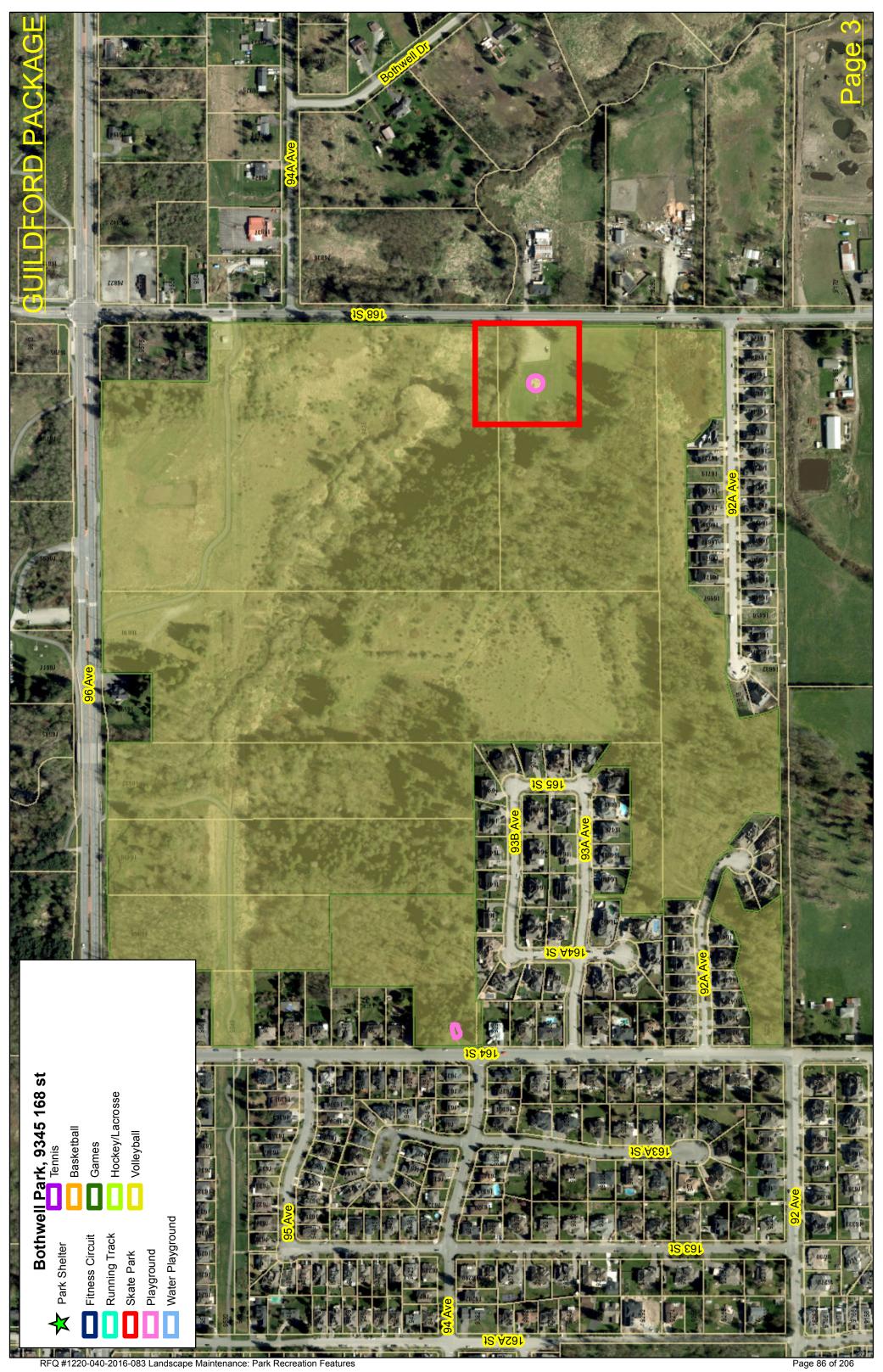


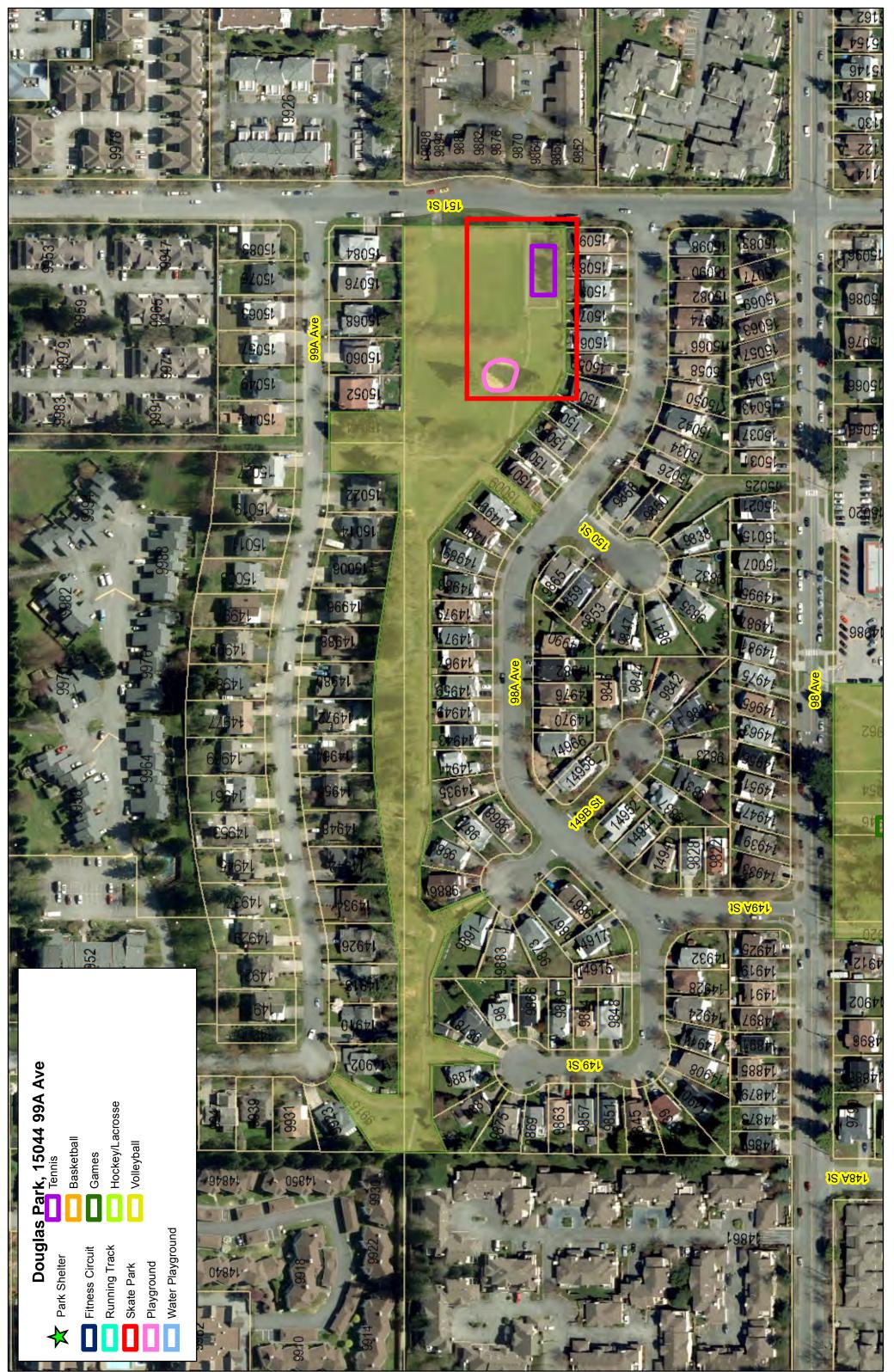




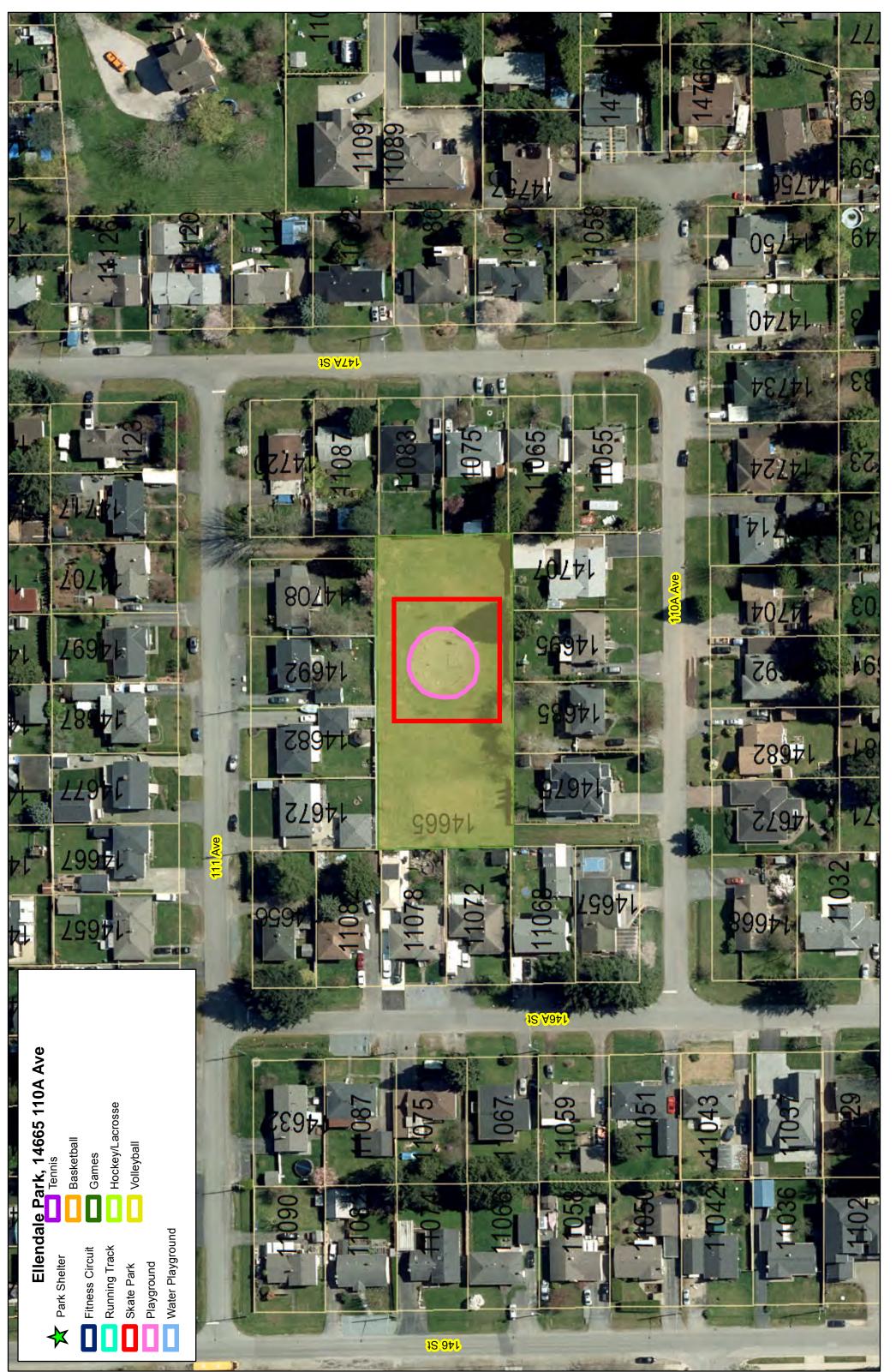




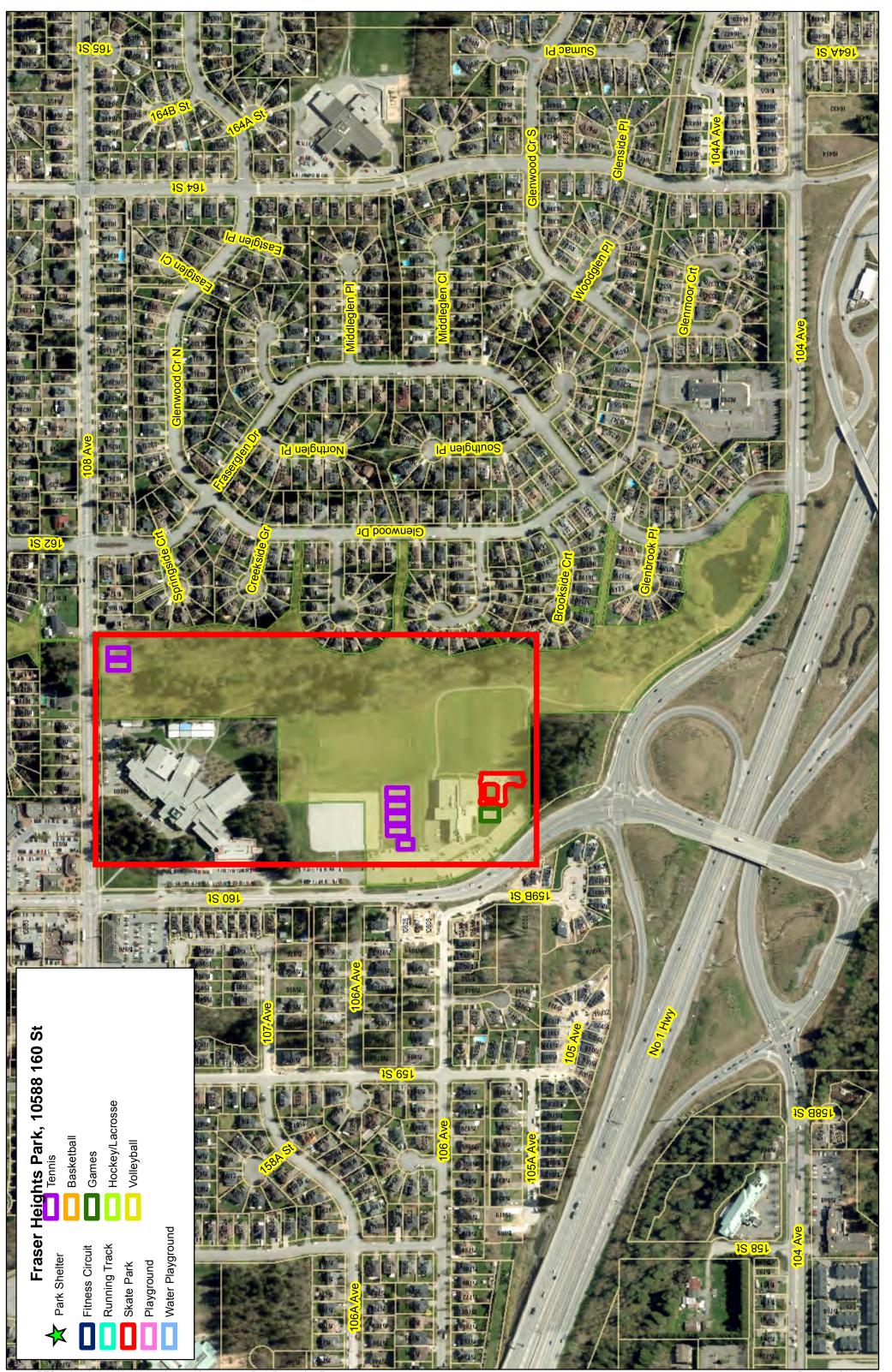


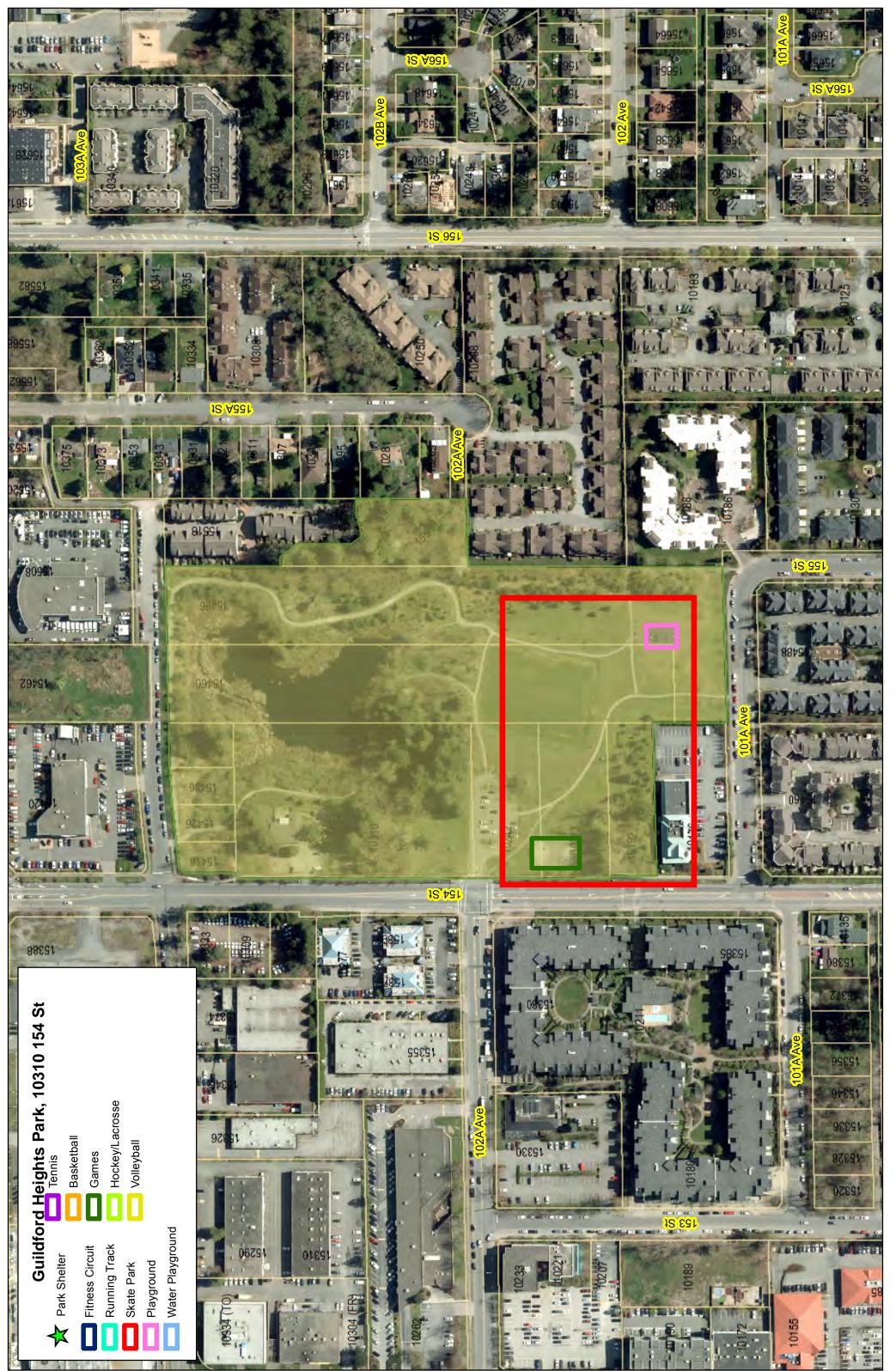


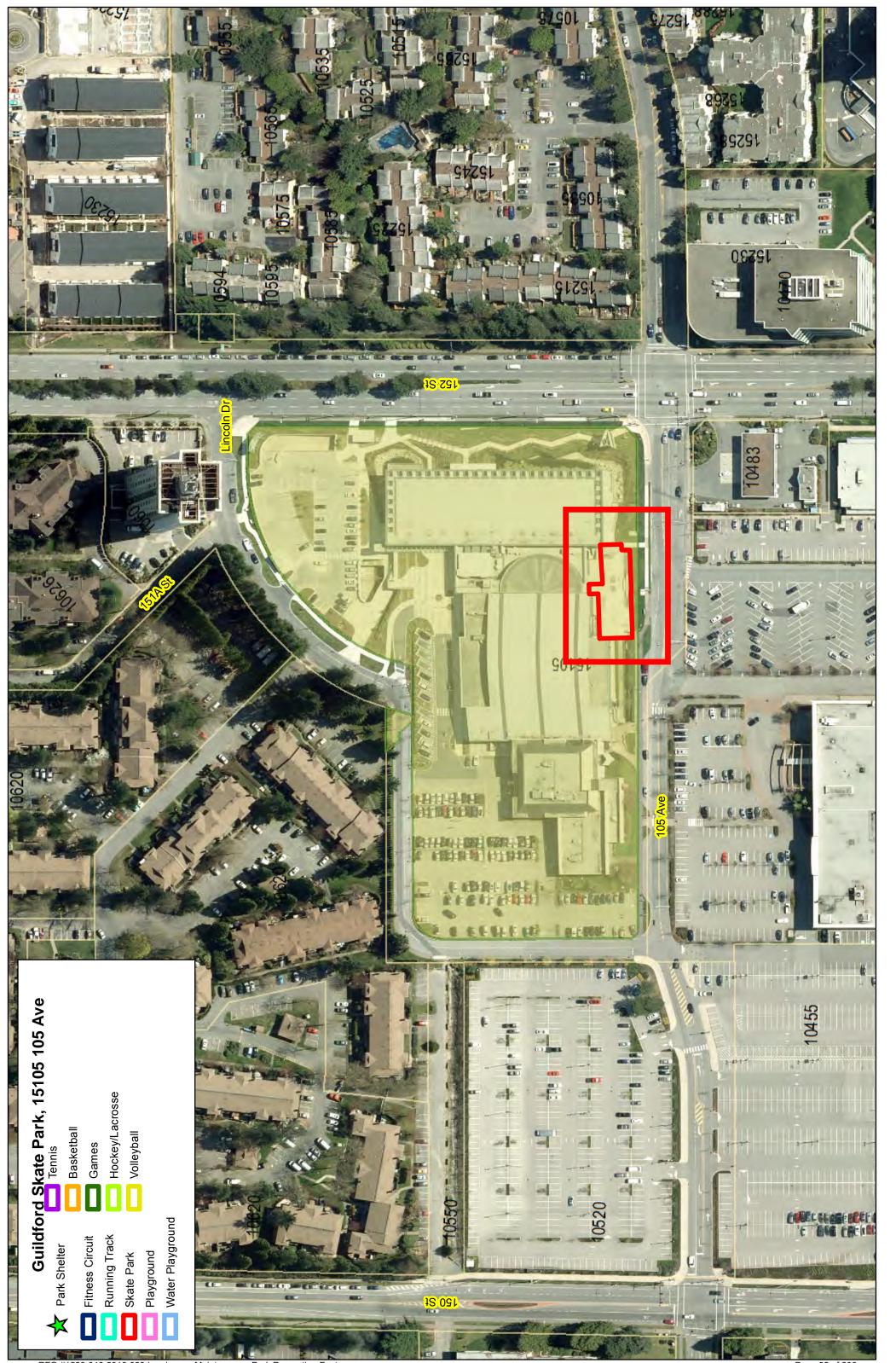
RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features





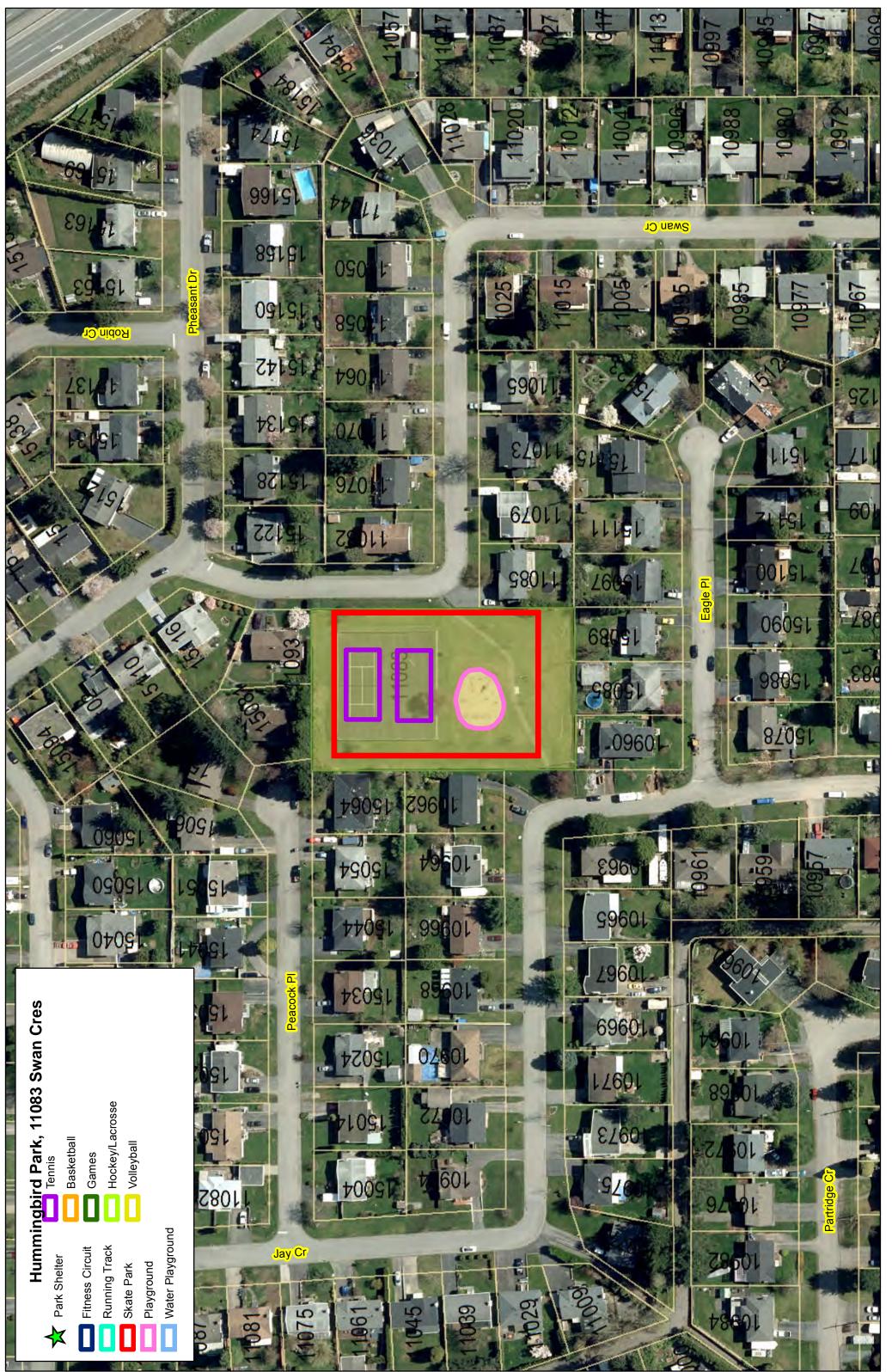




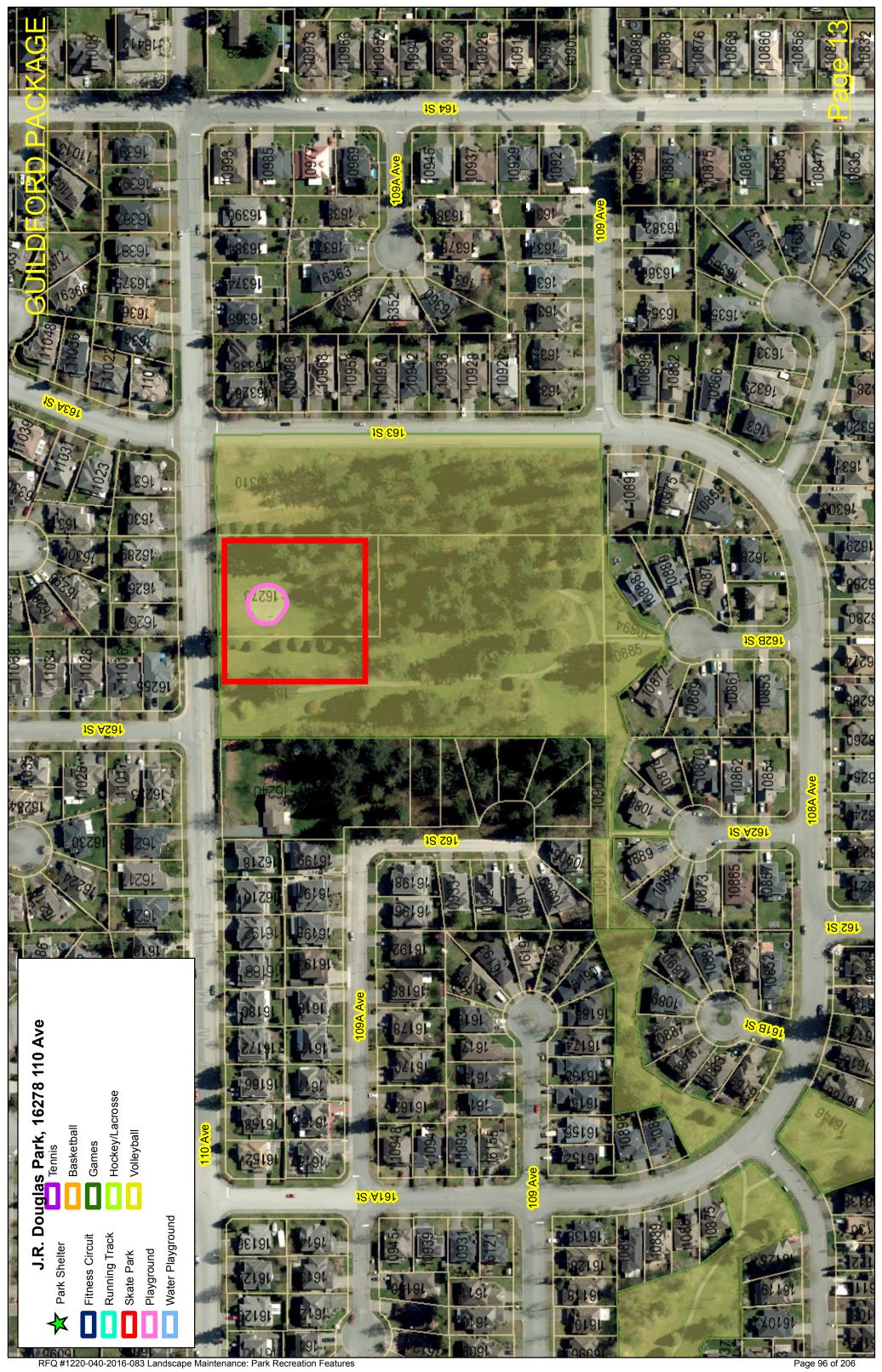






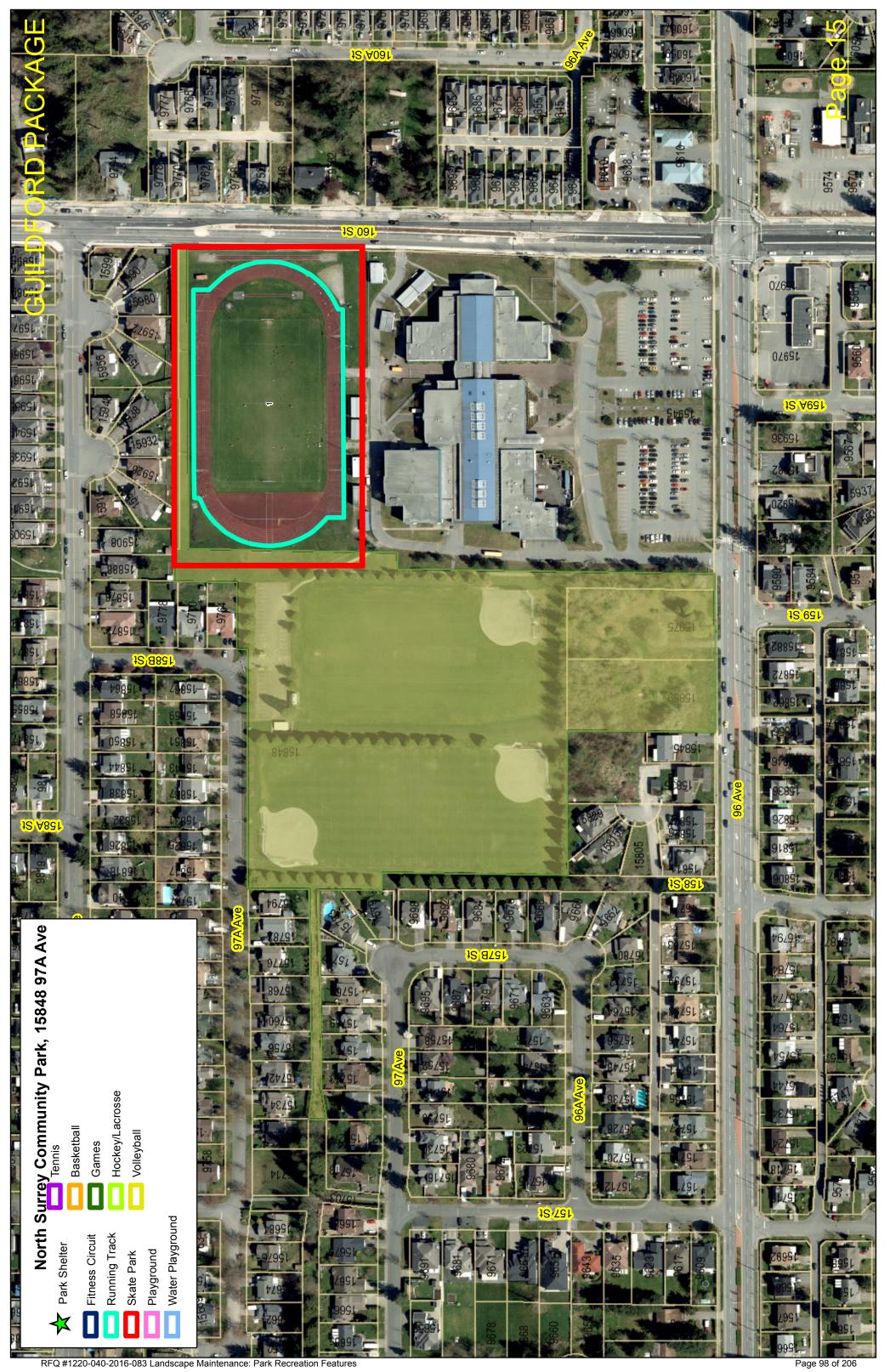


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



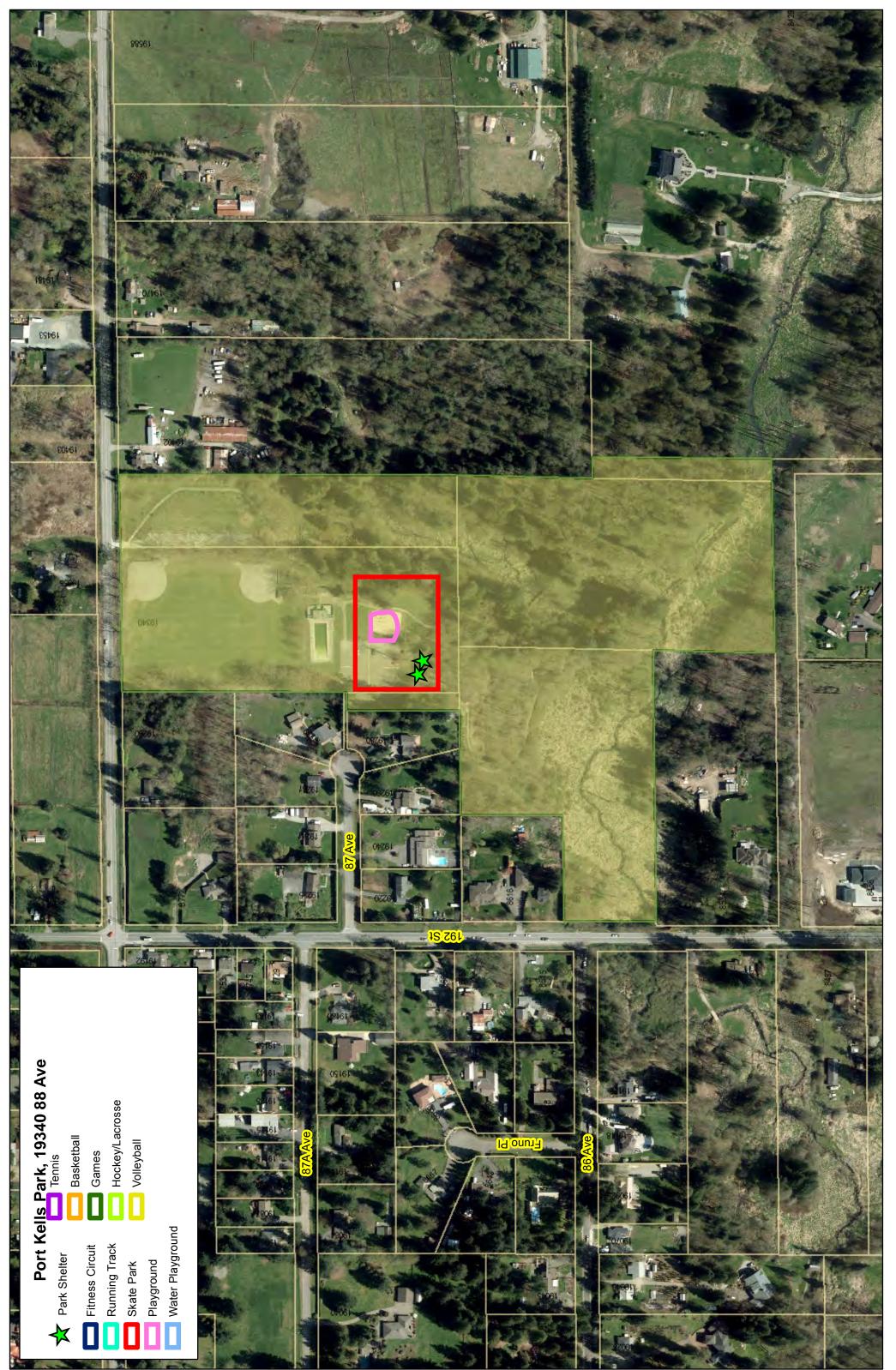


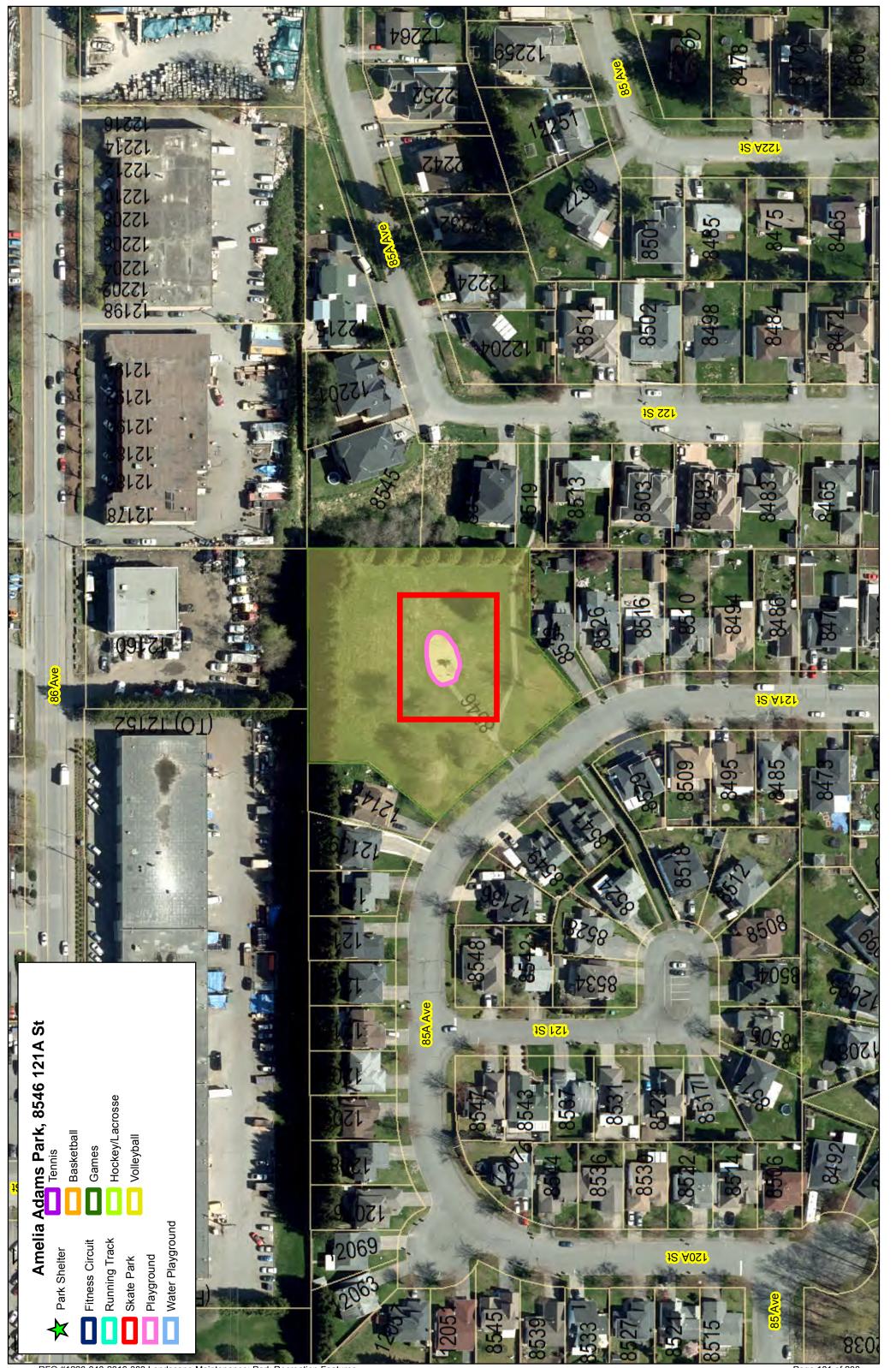
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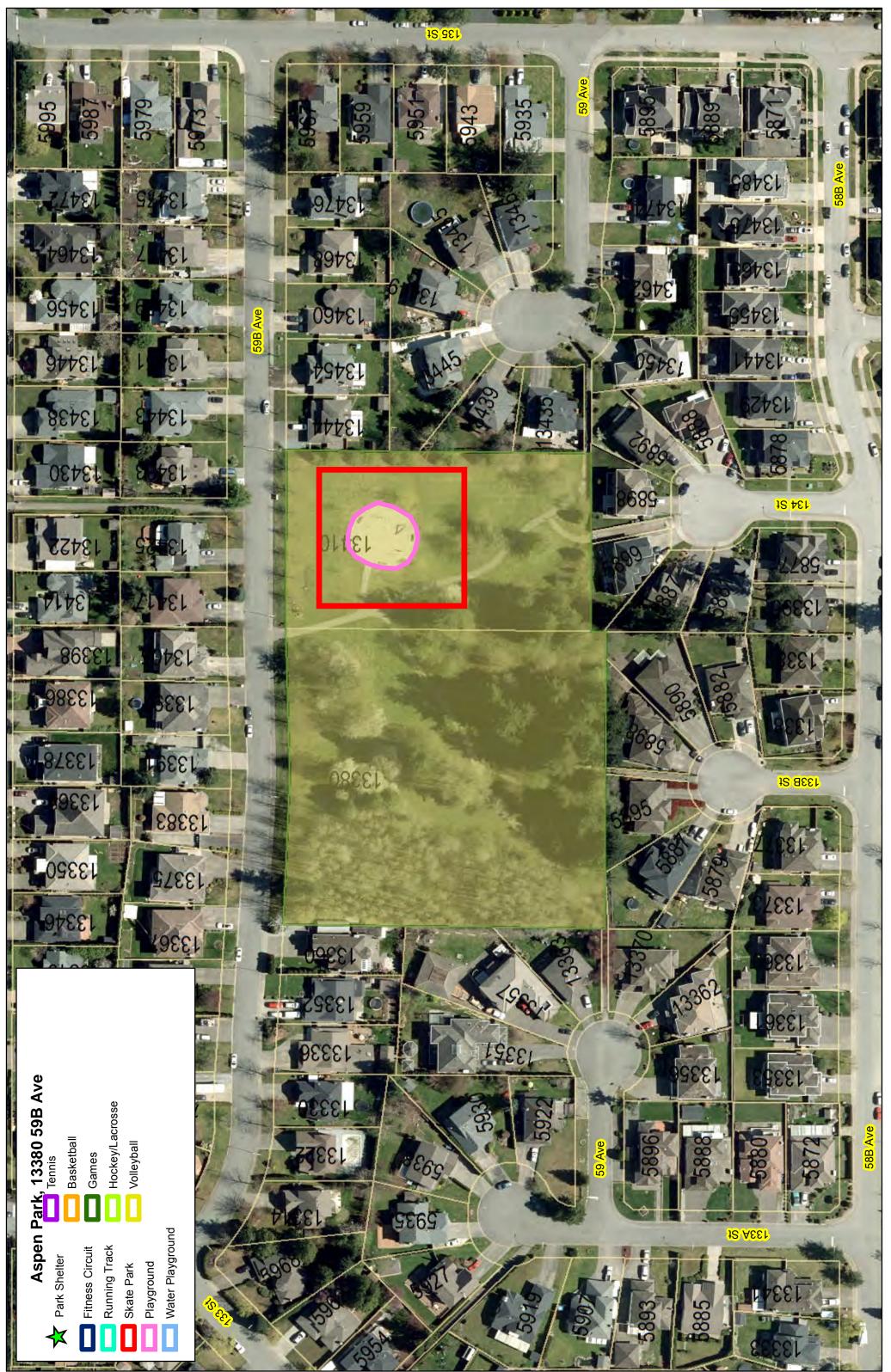


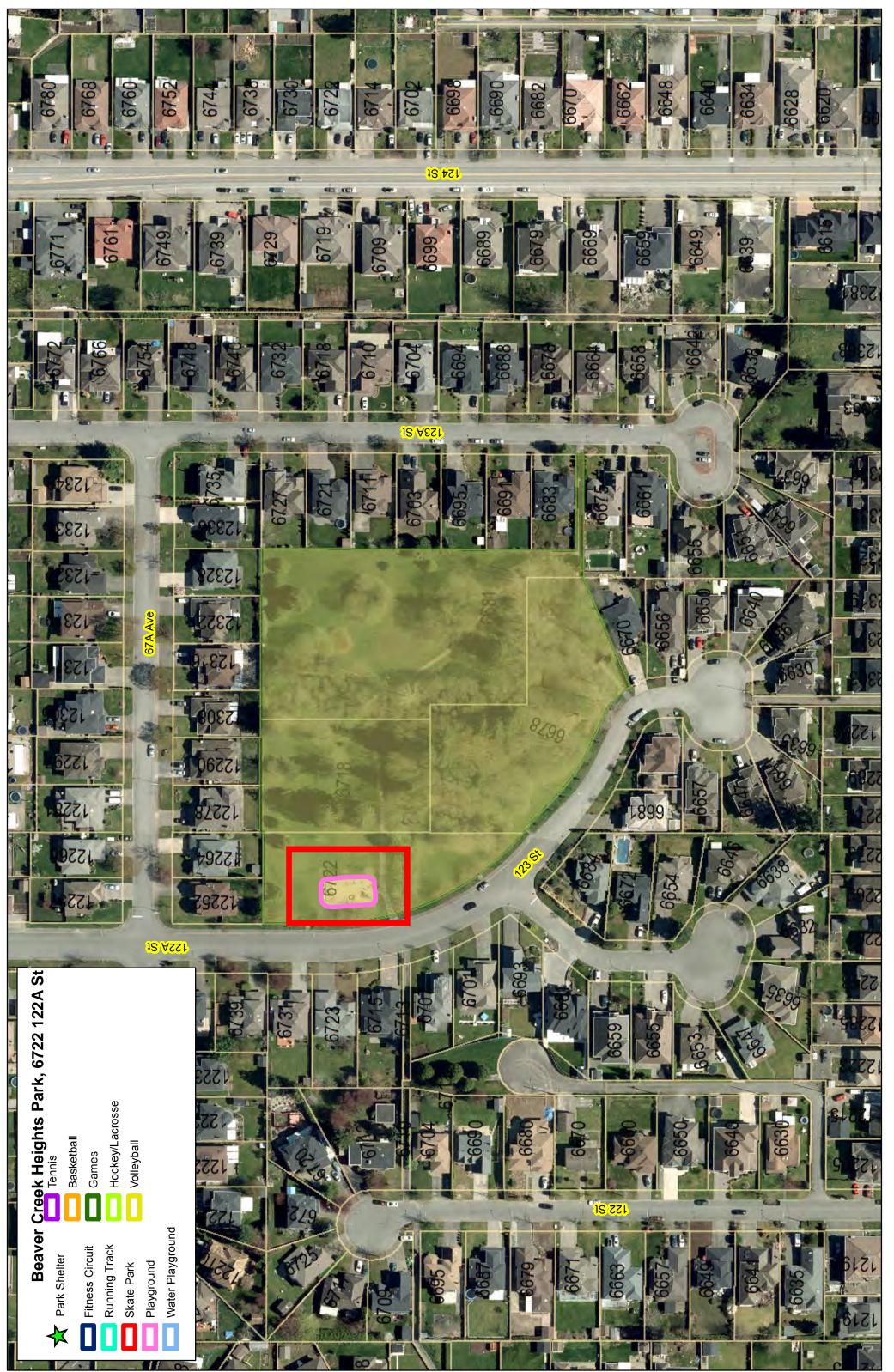
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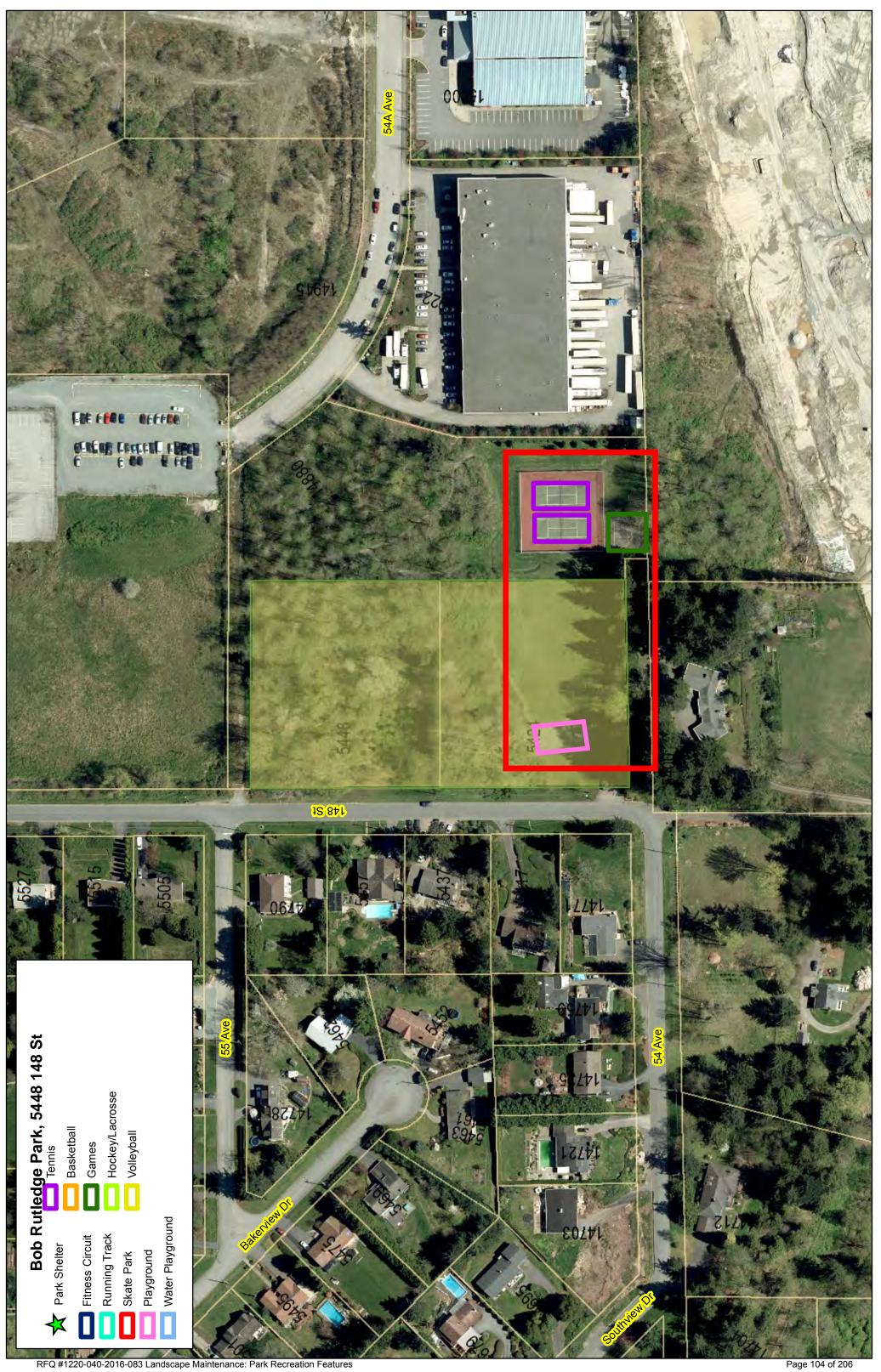


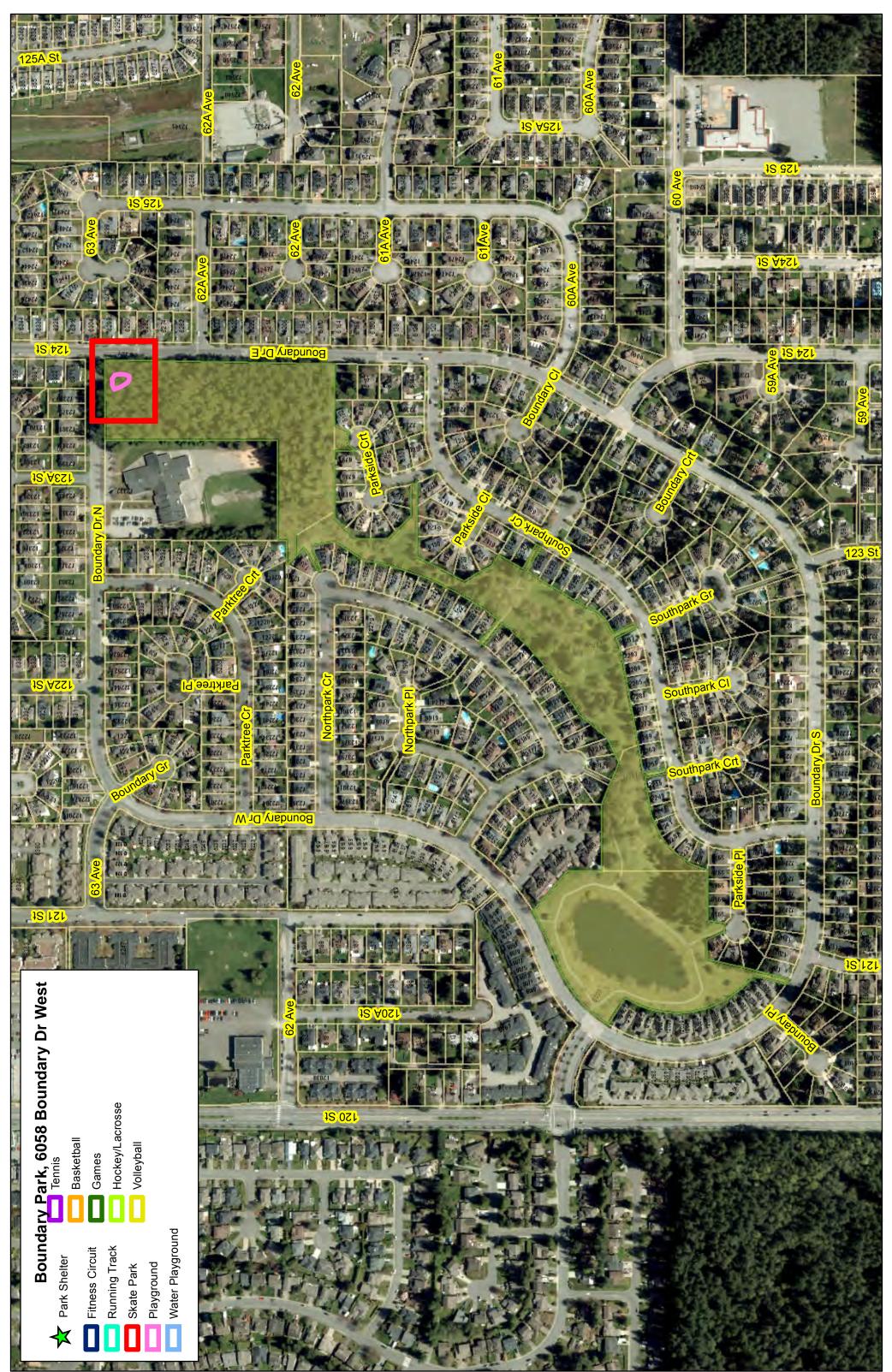


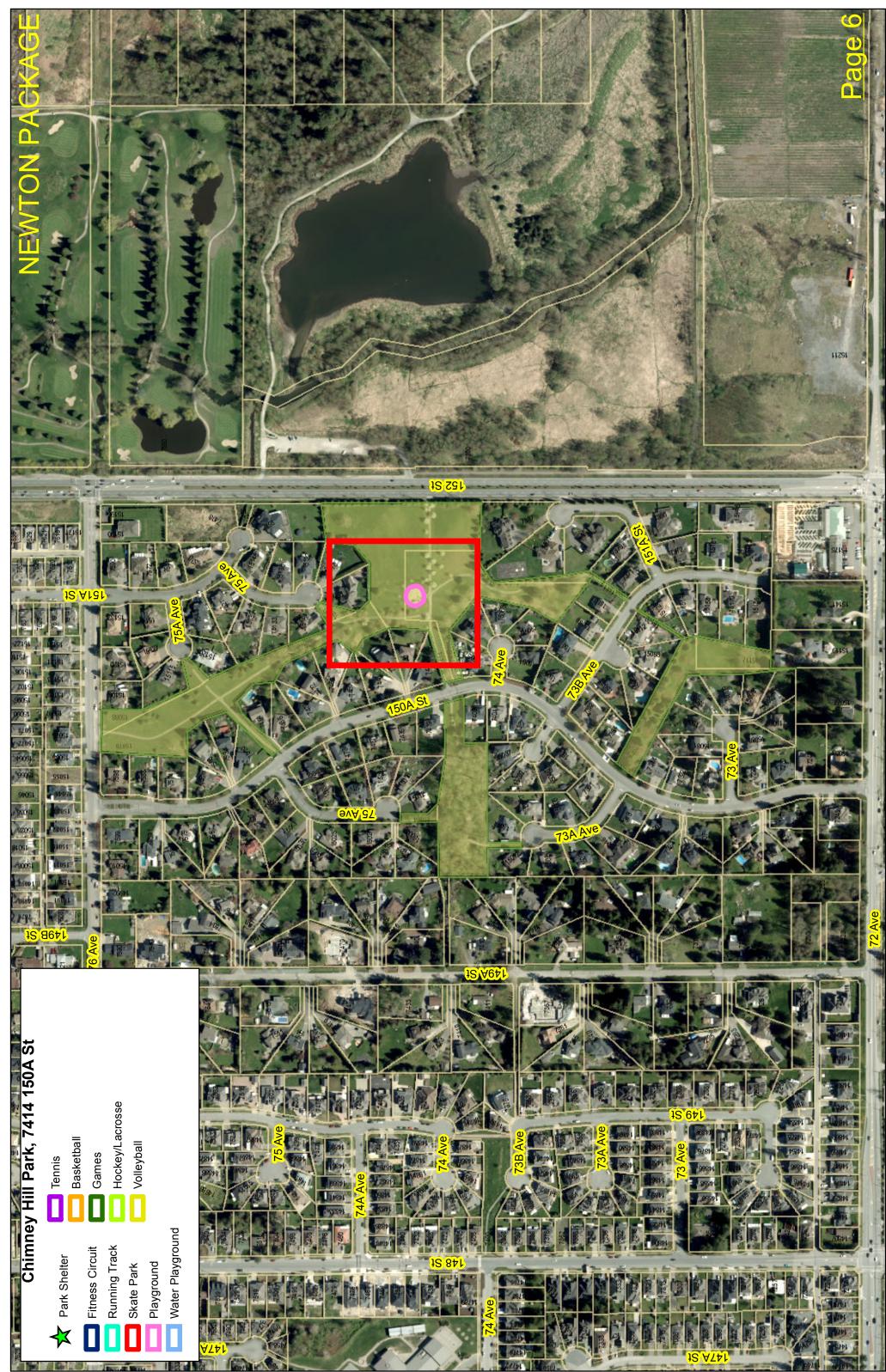






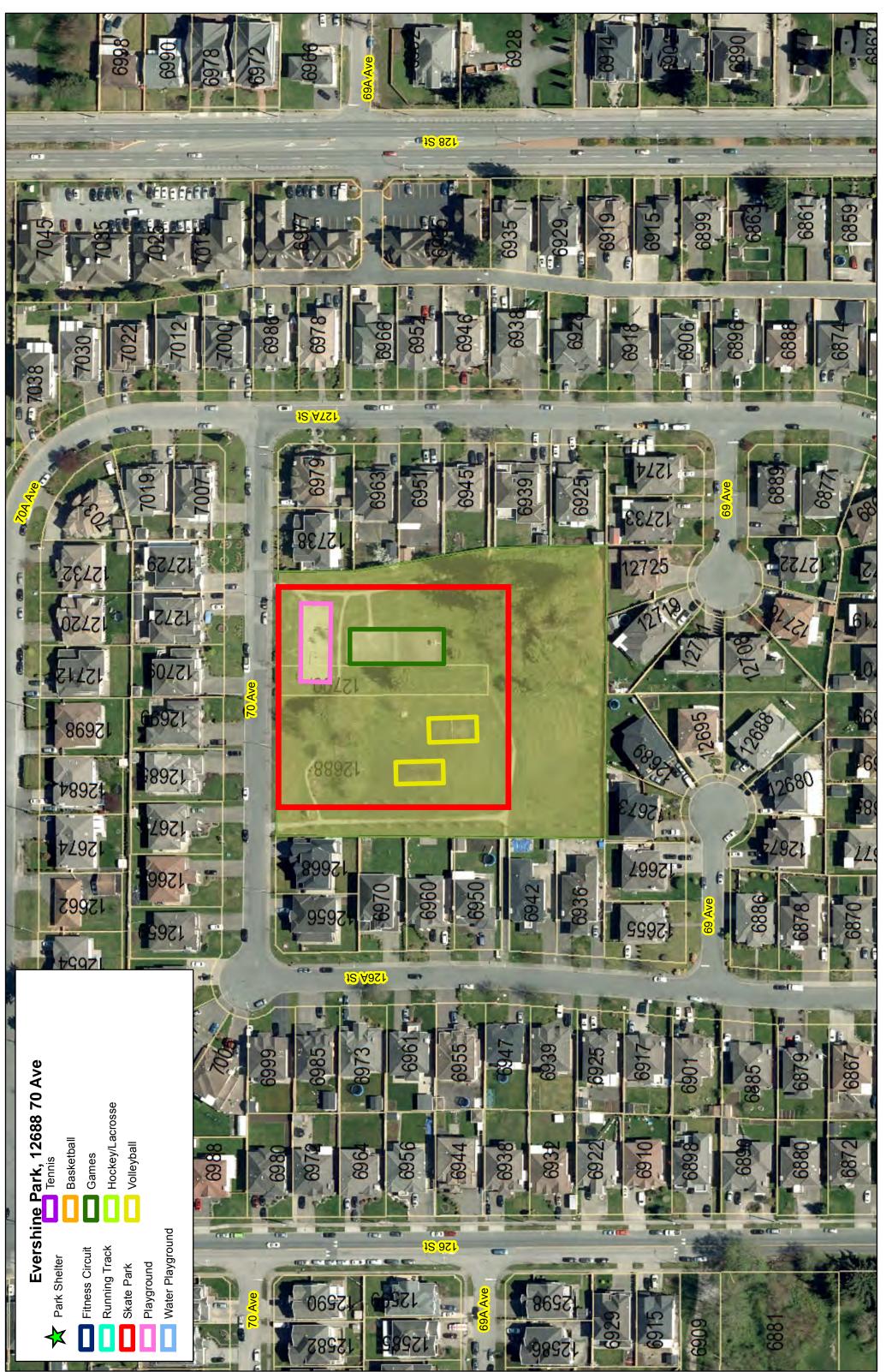


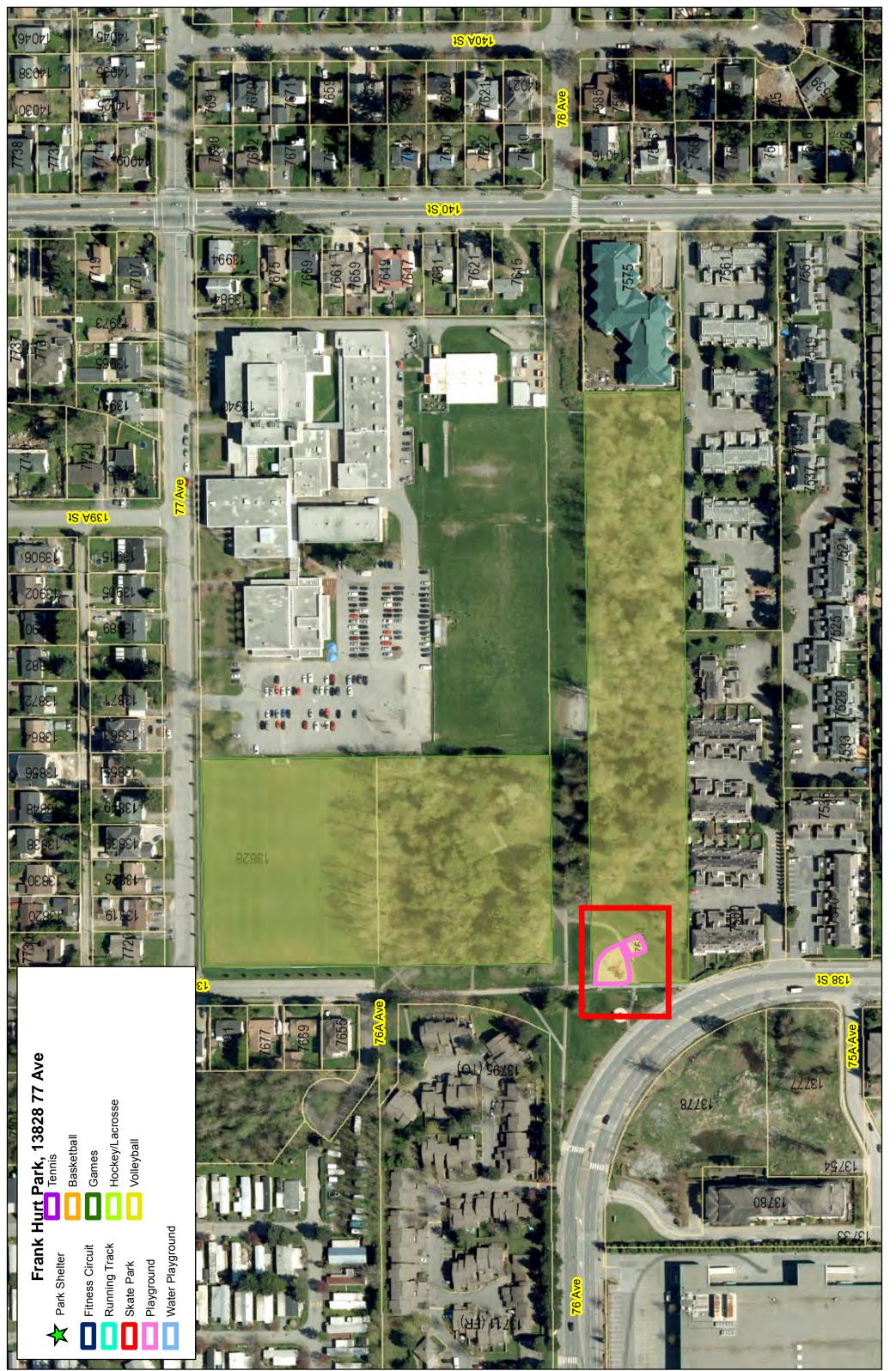


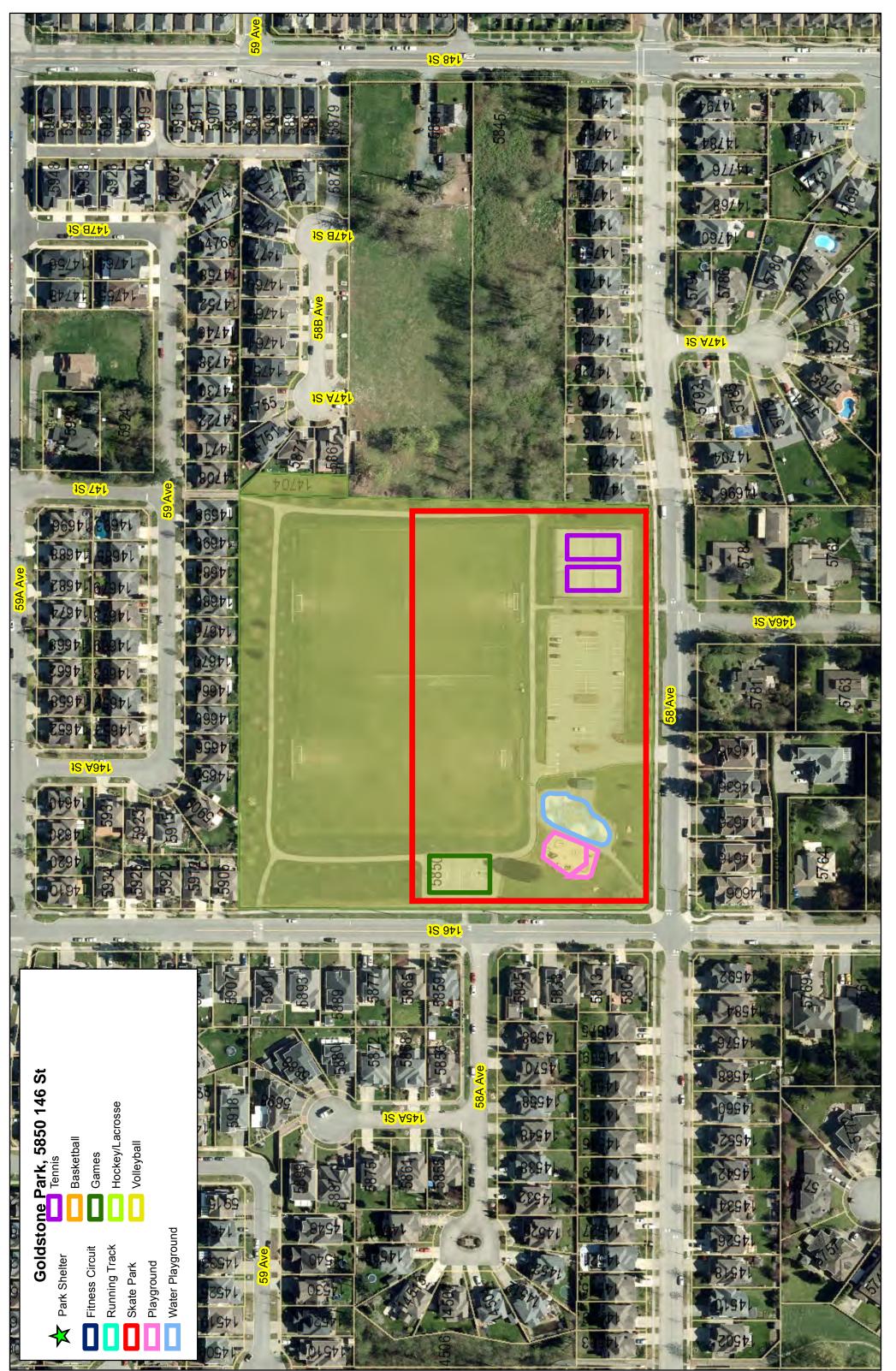


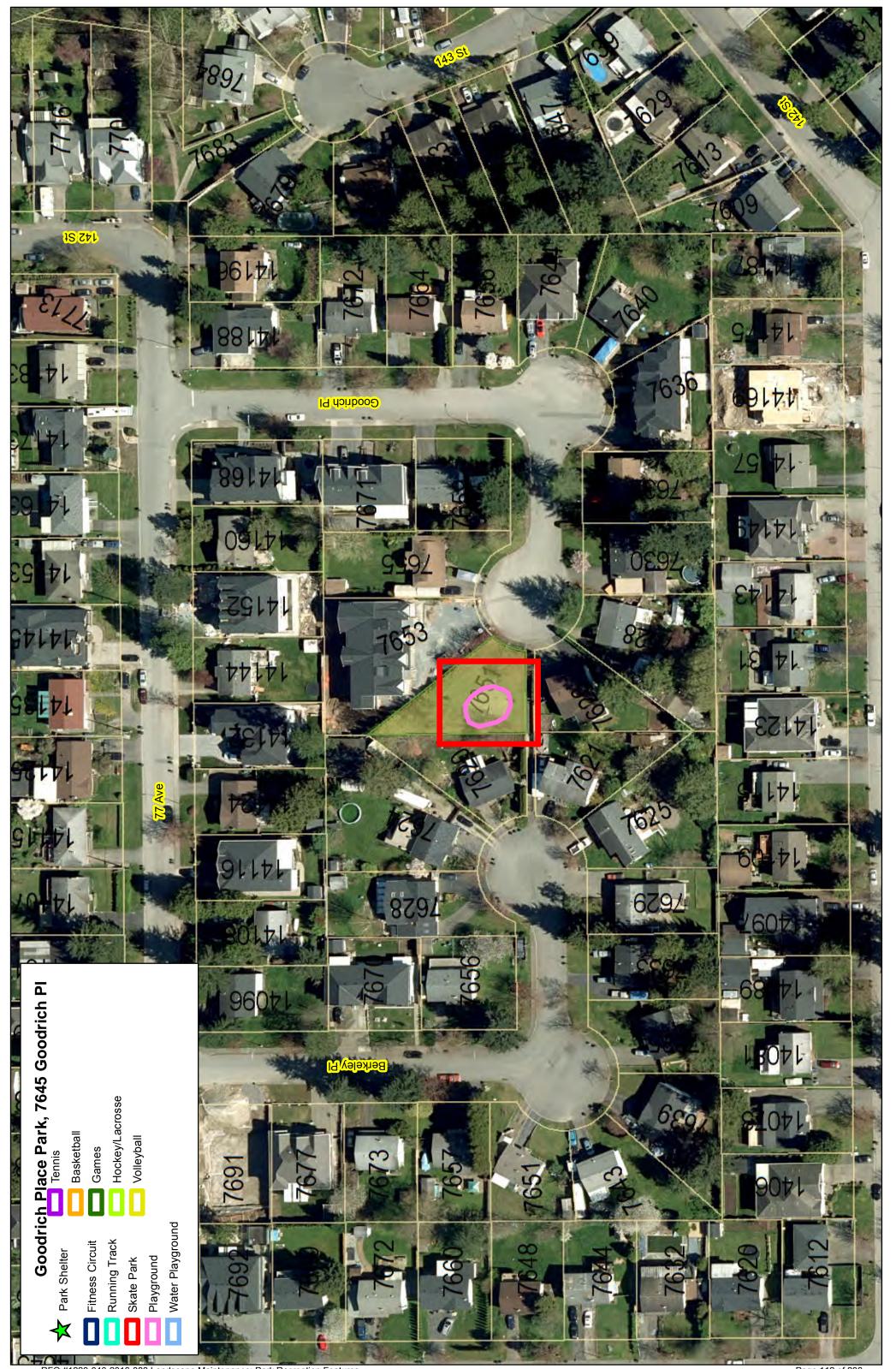






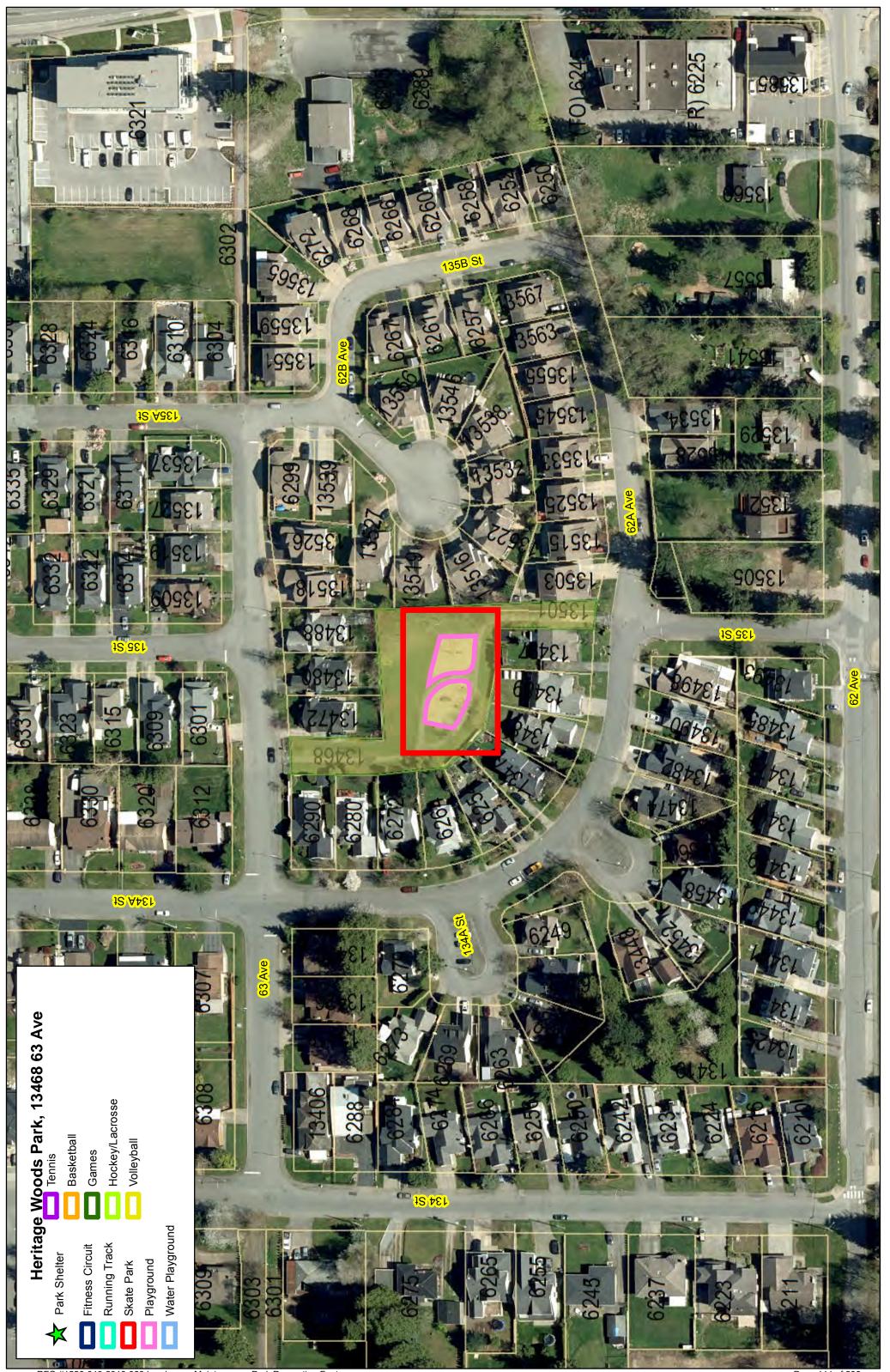






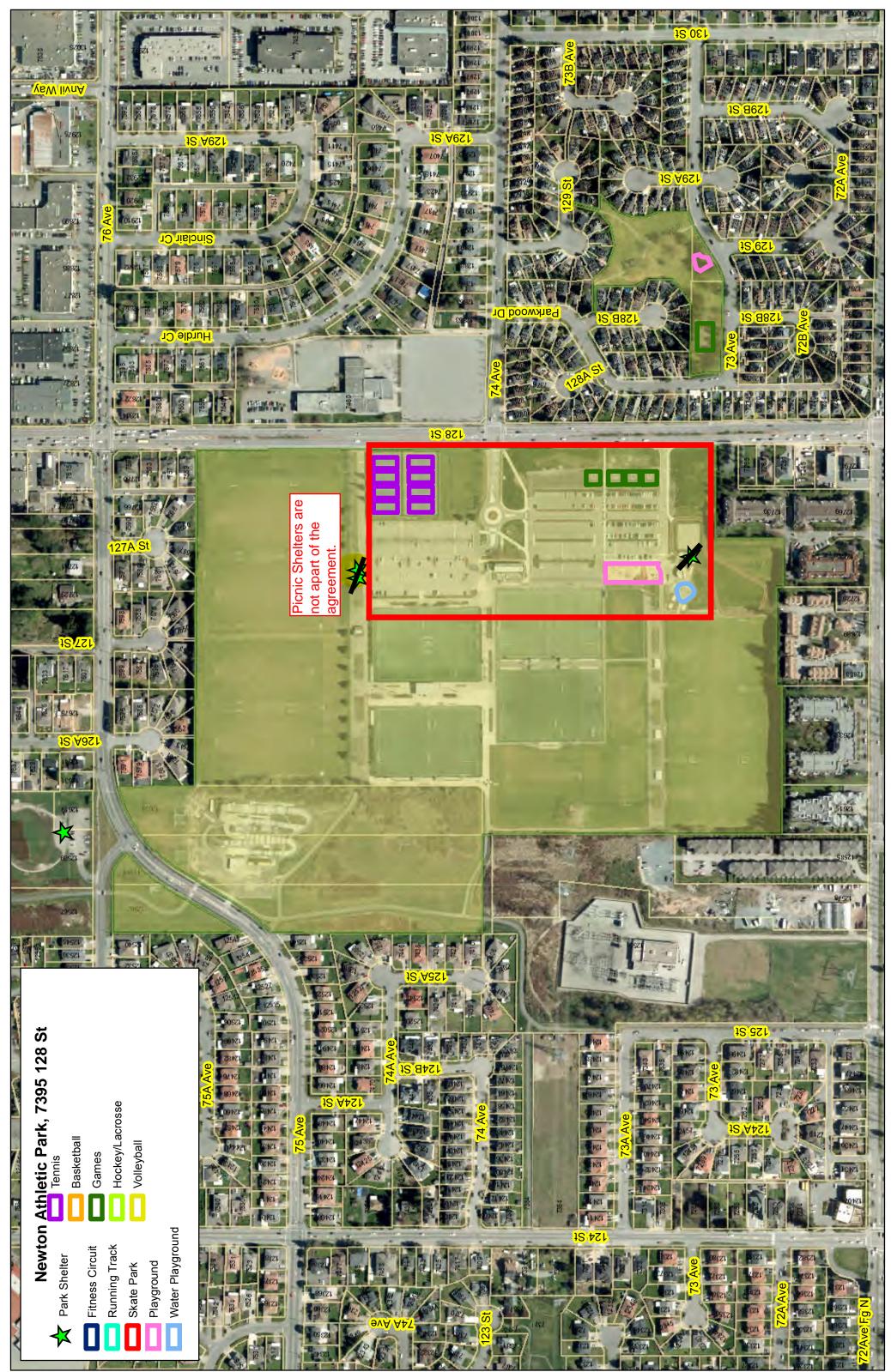


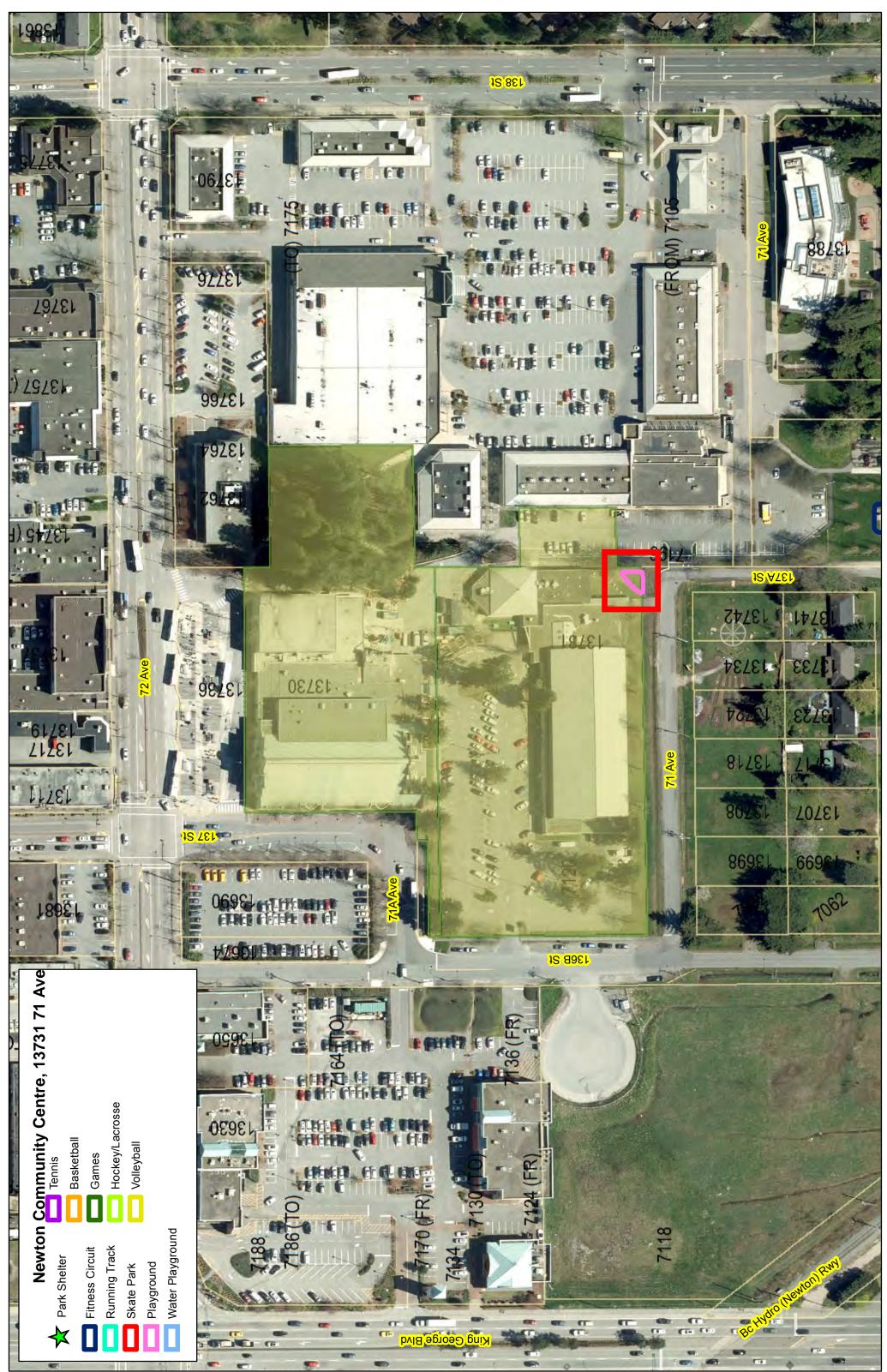
RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

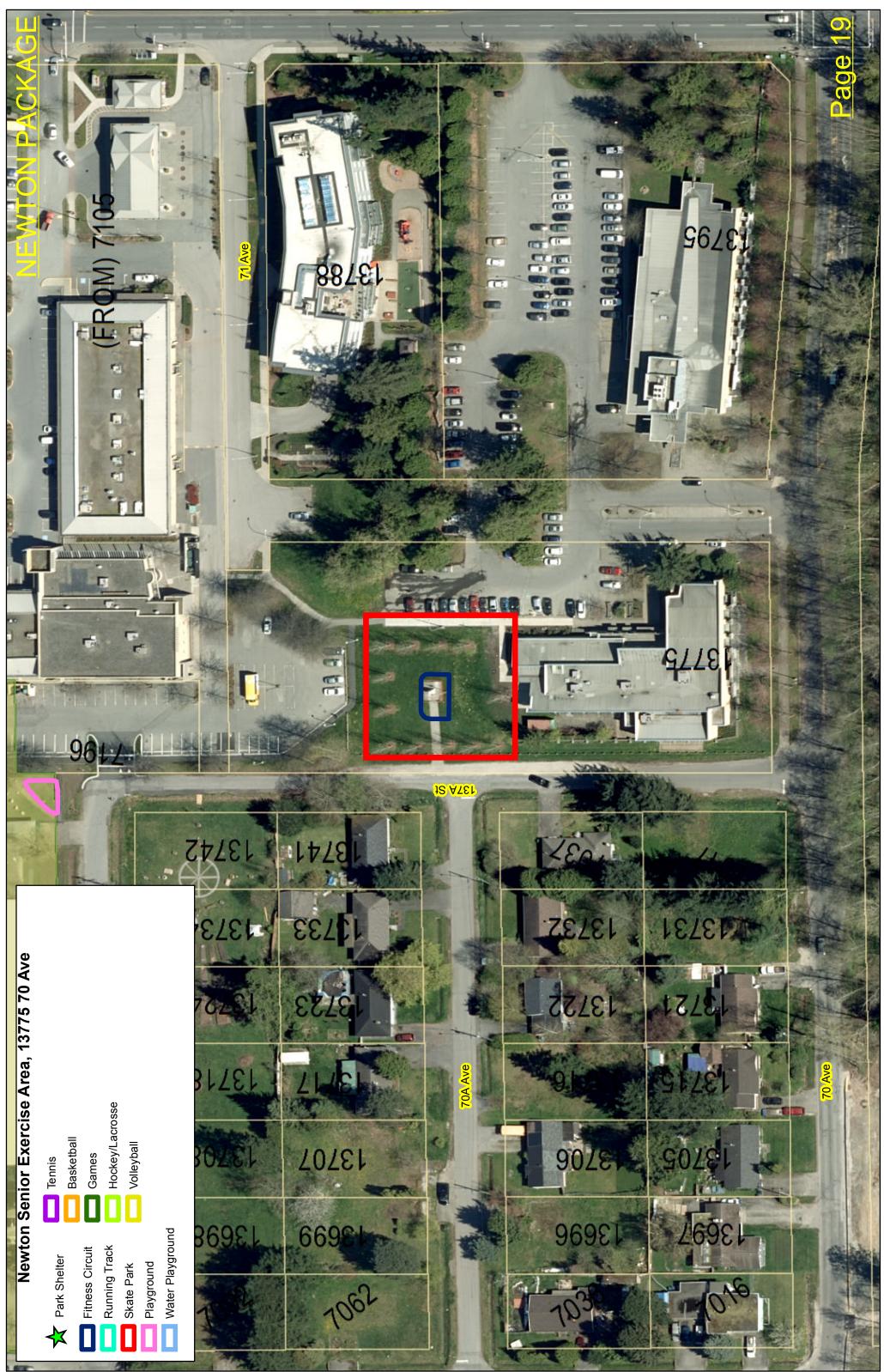


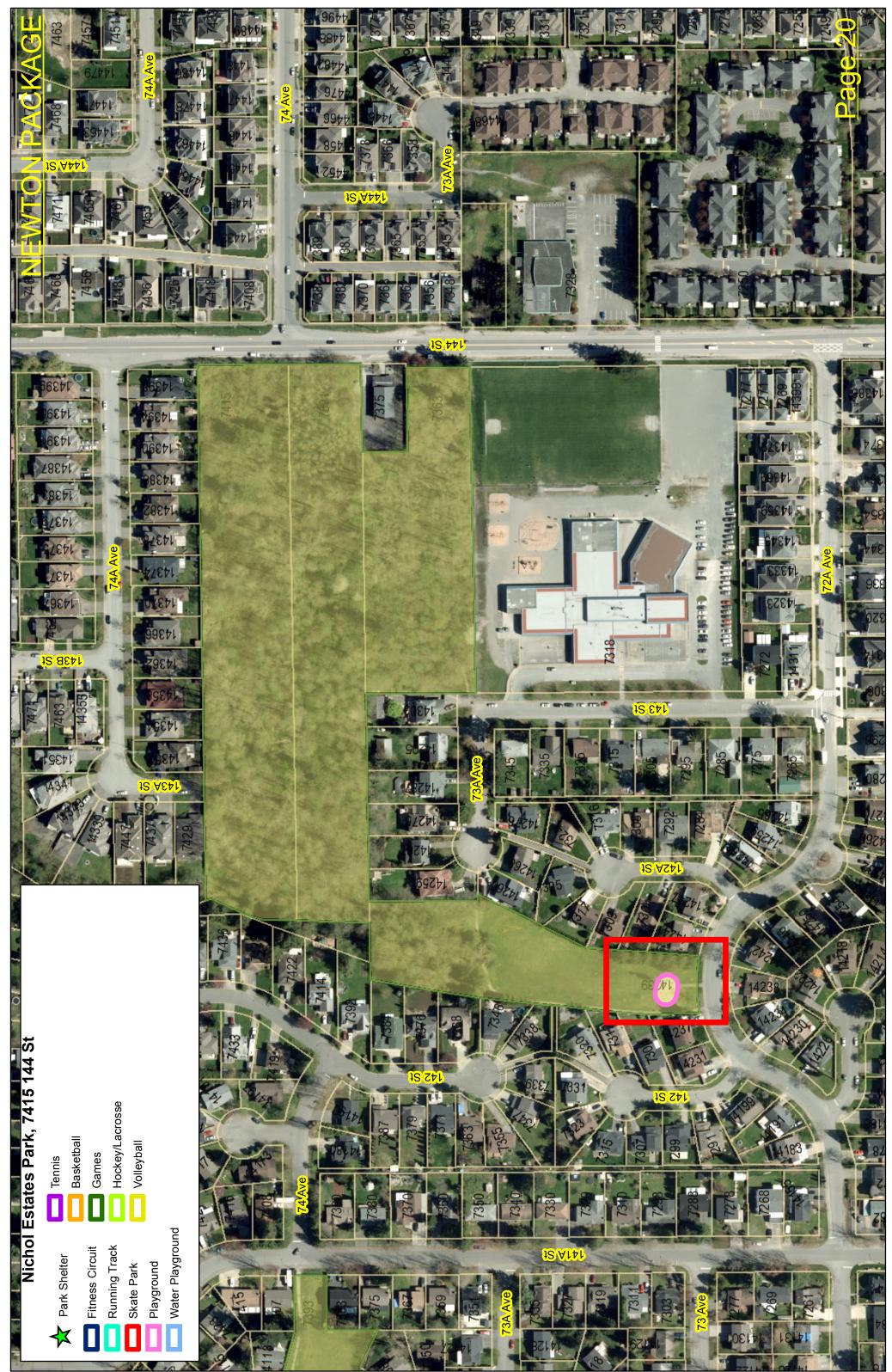










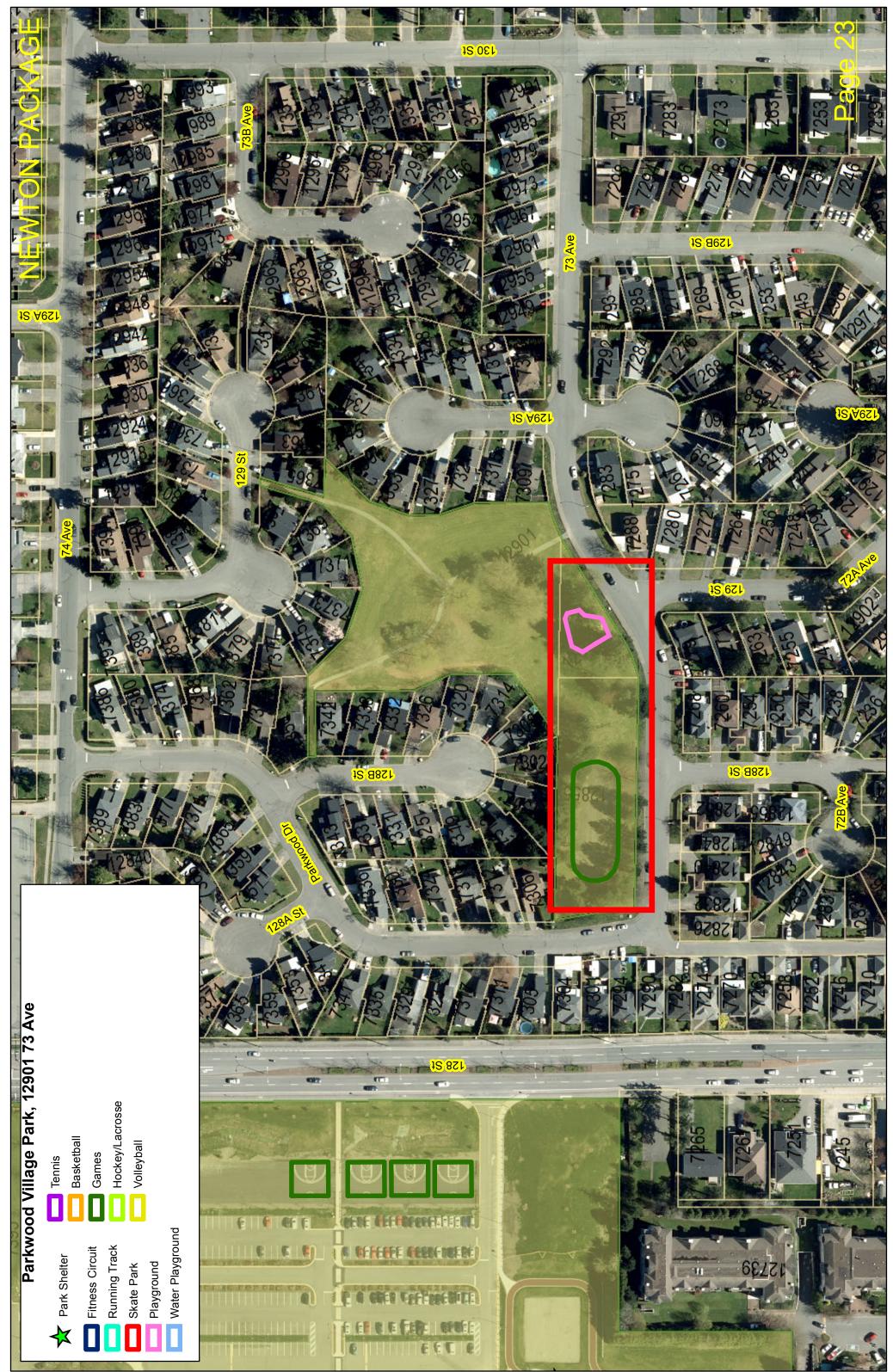




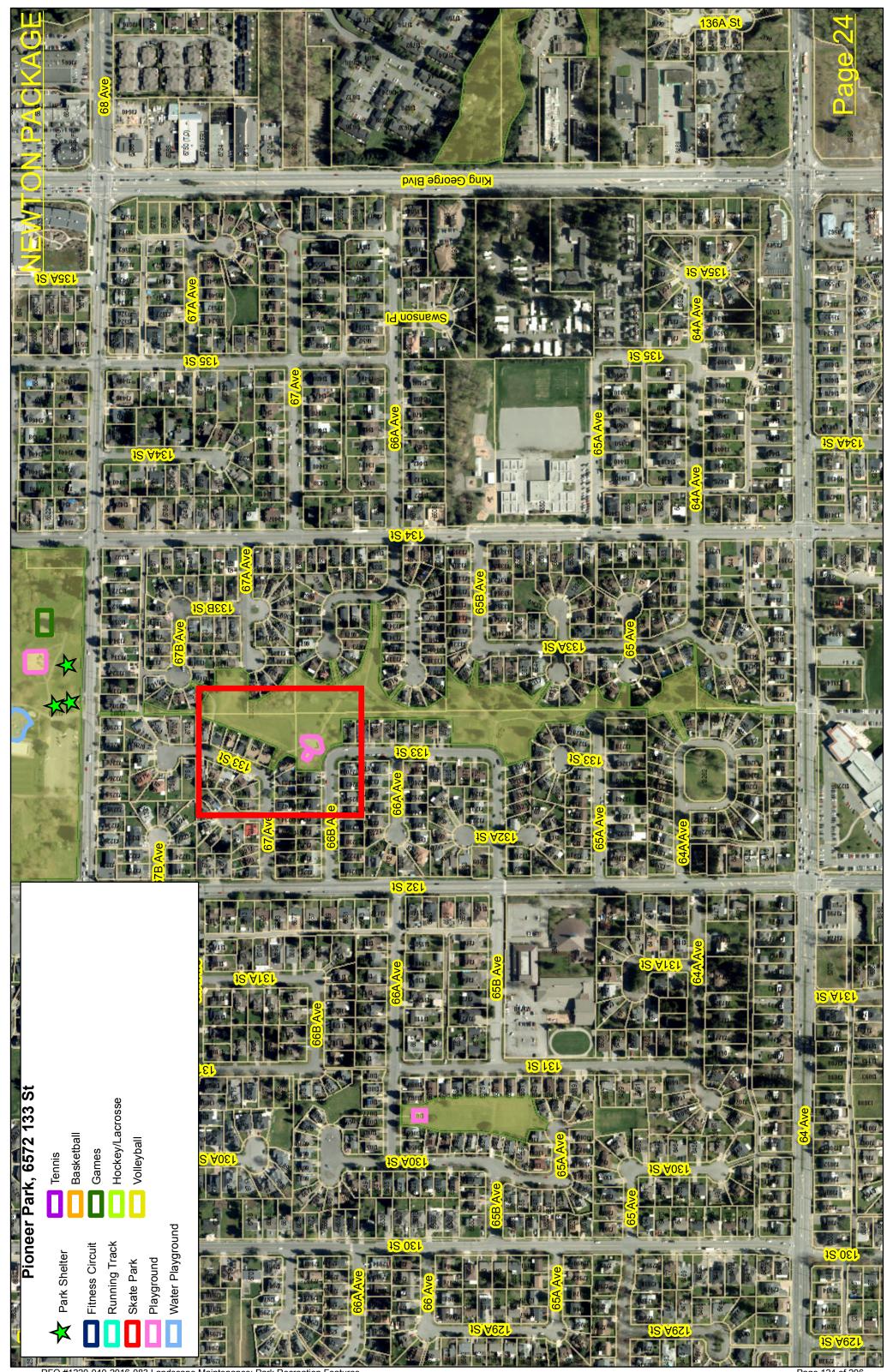
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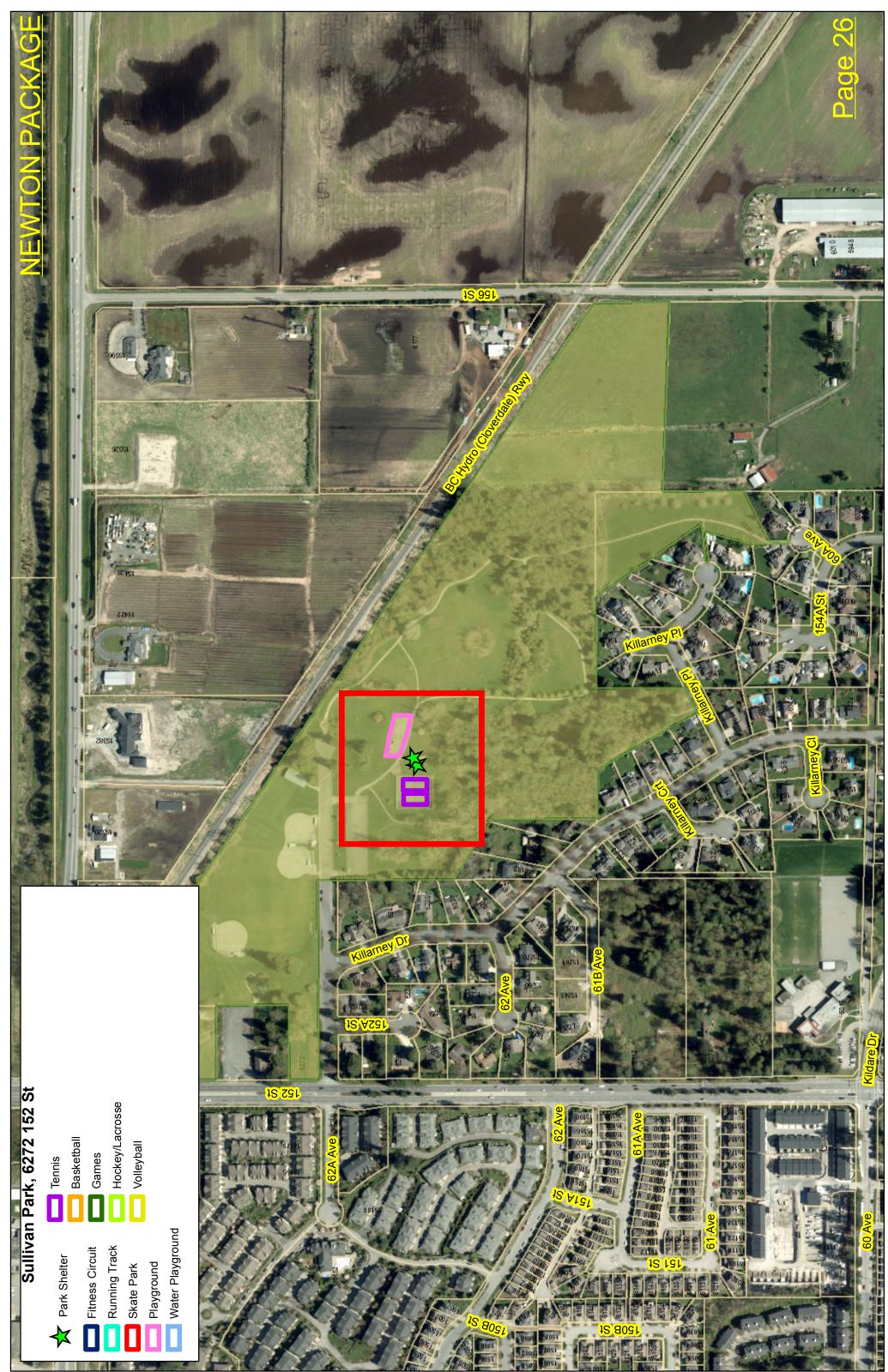
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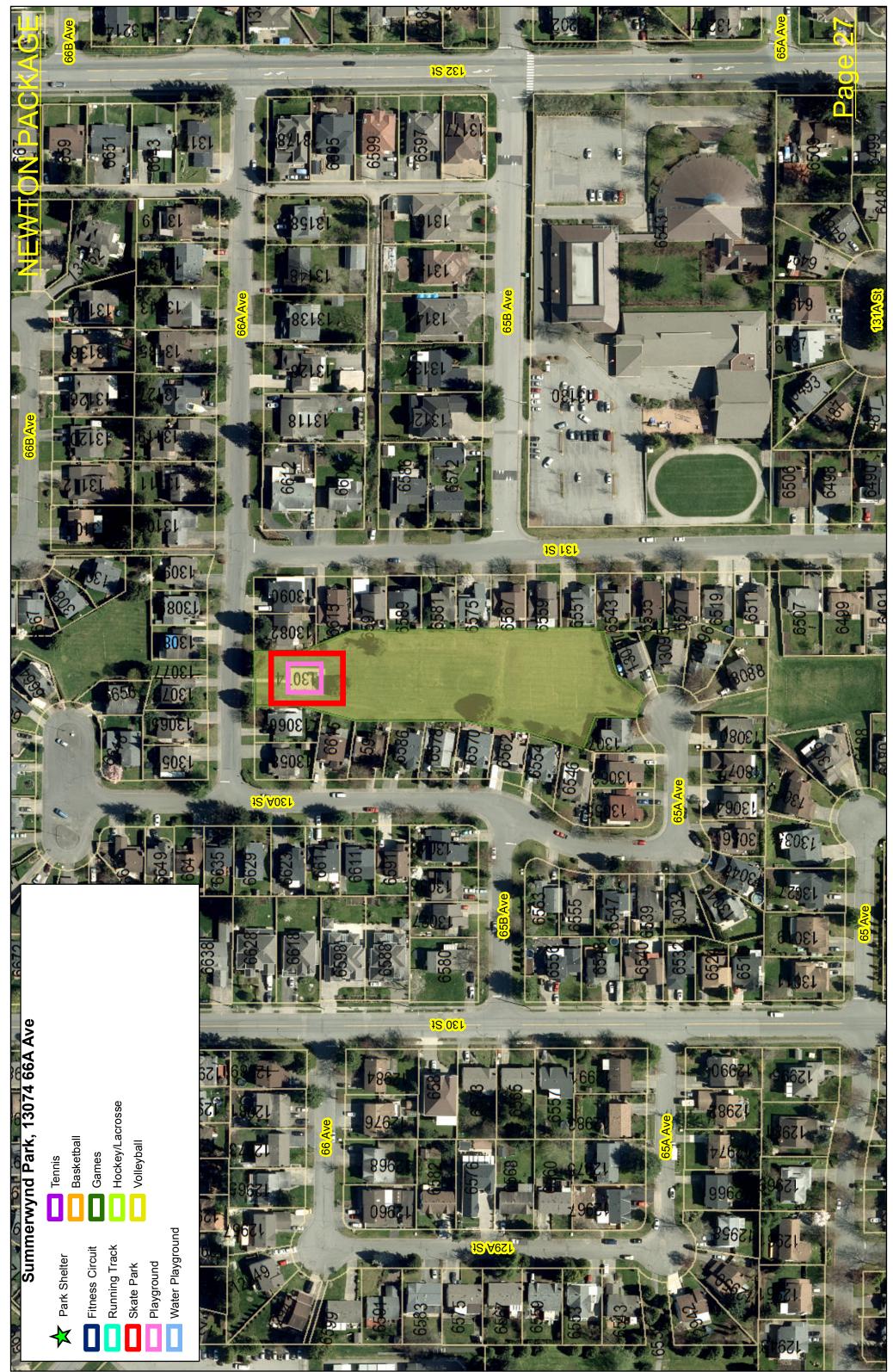


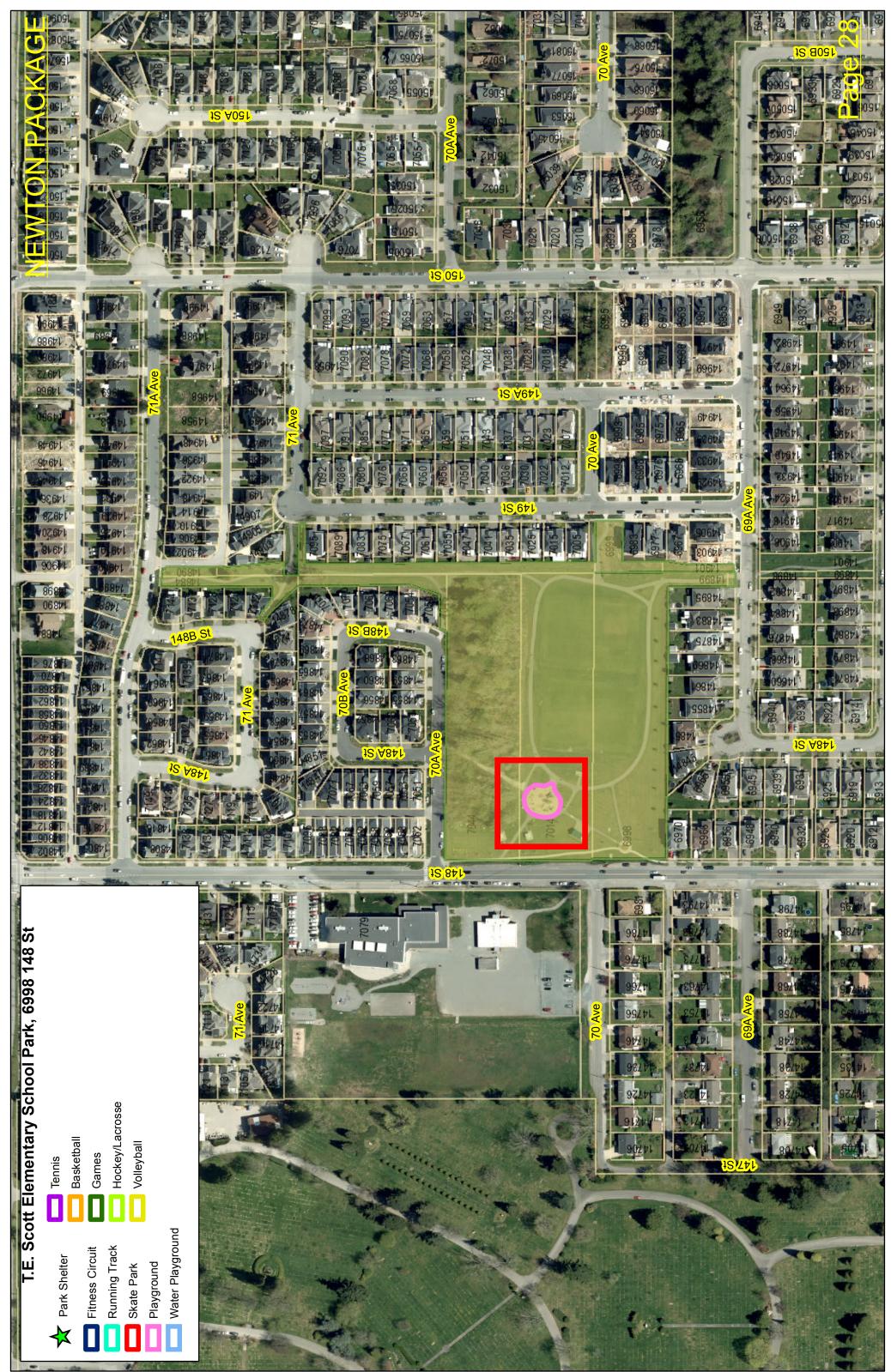
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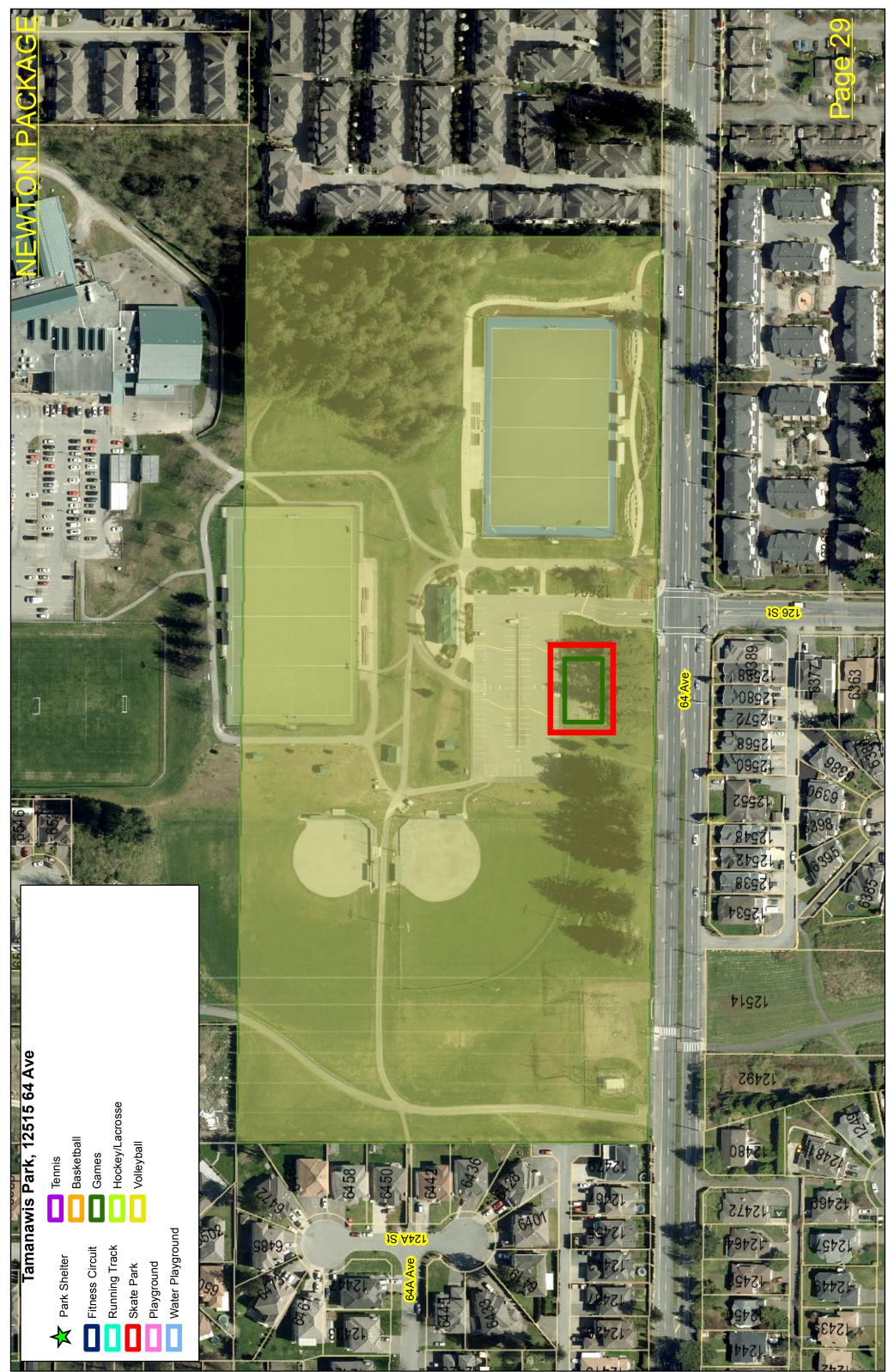


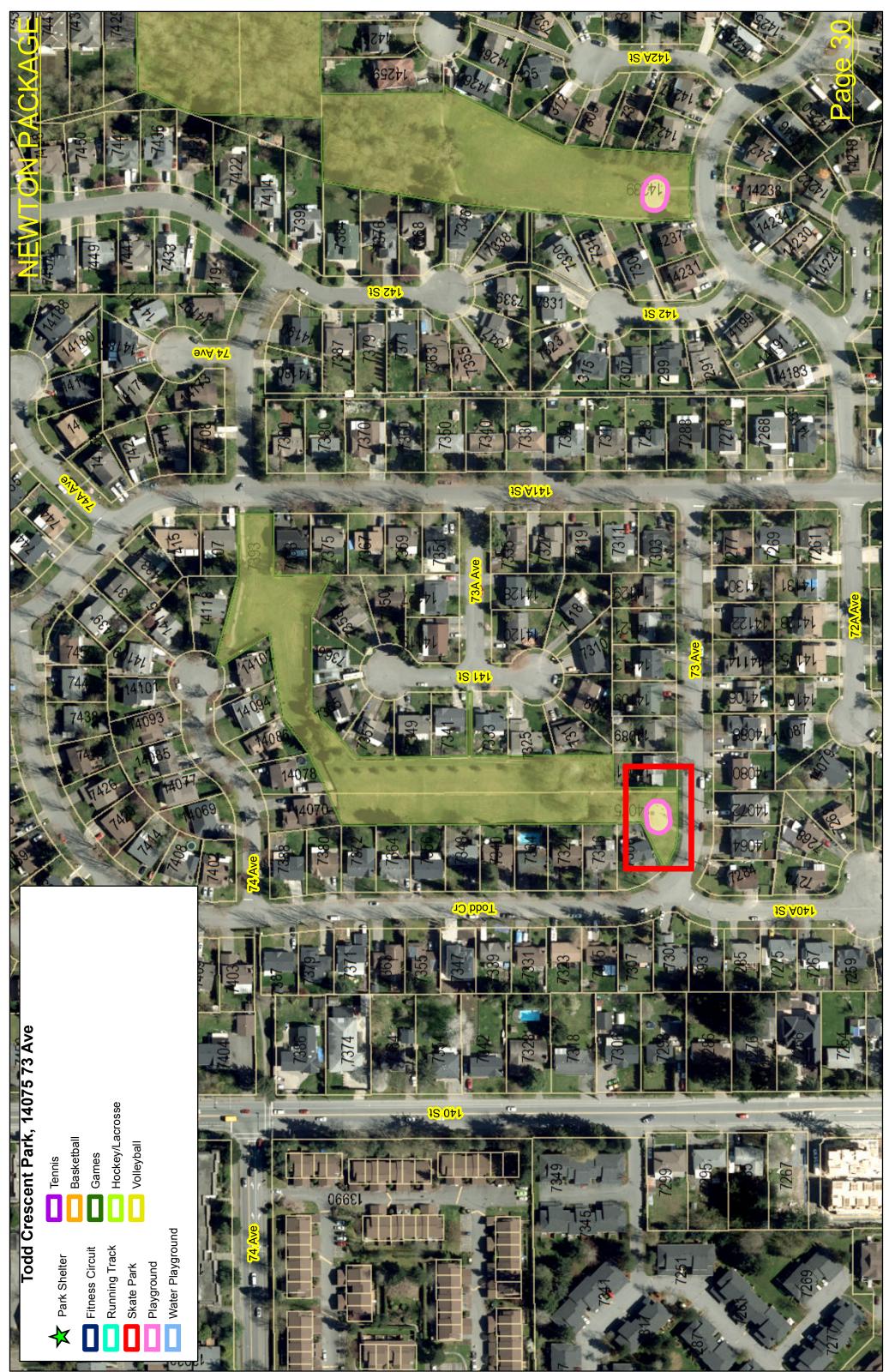


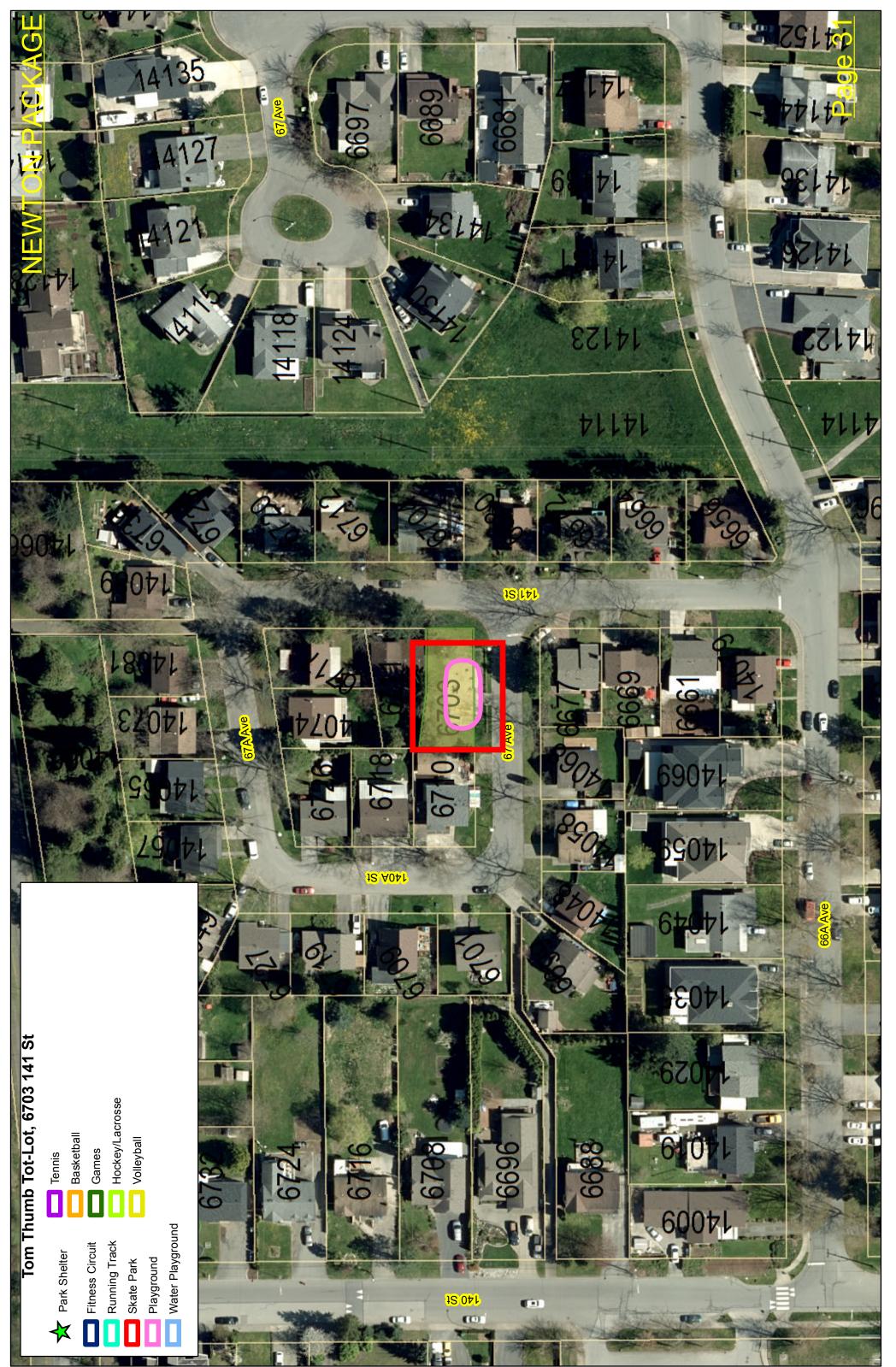


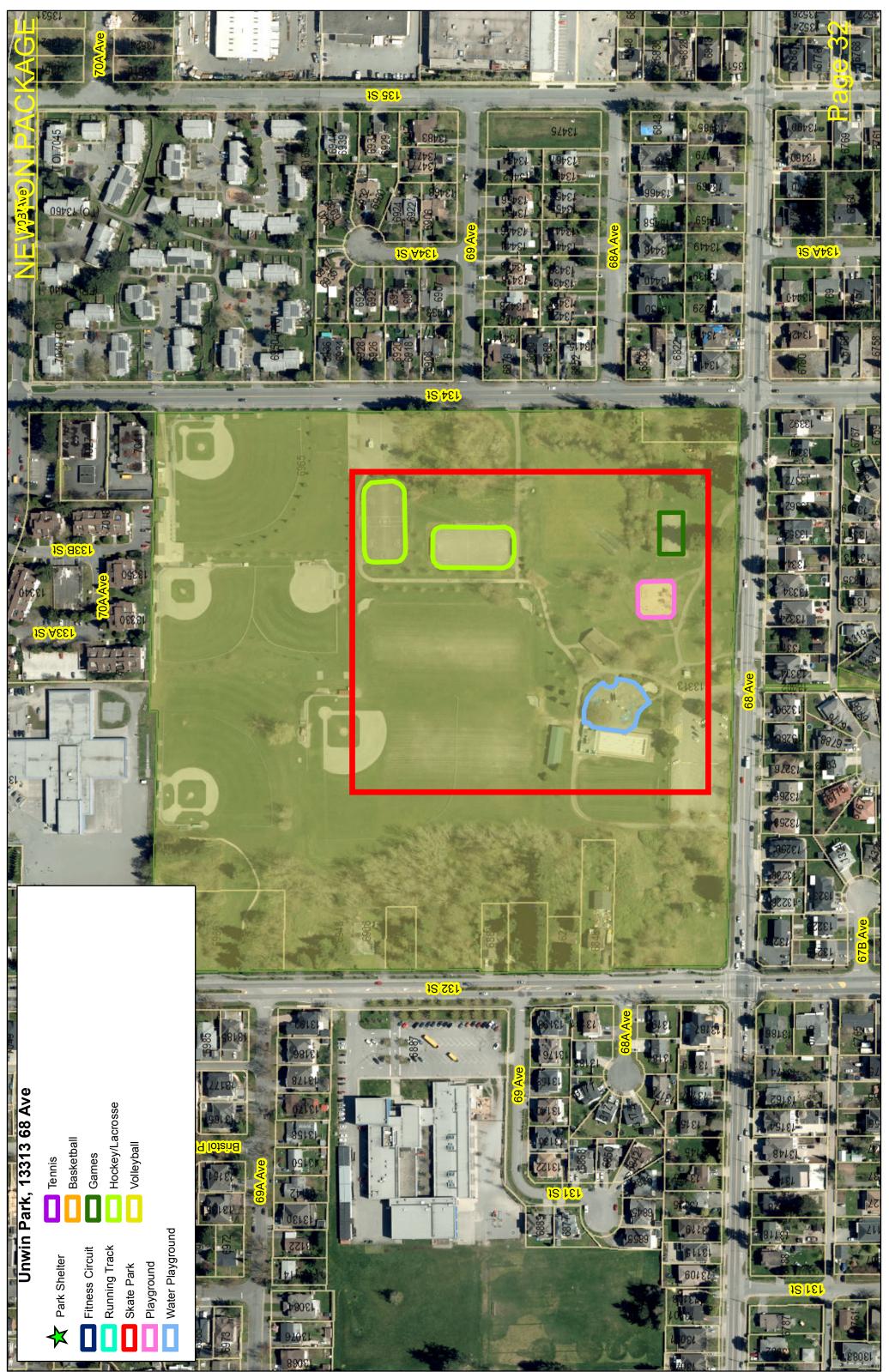


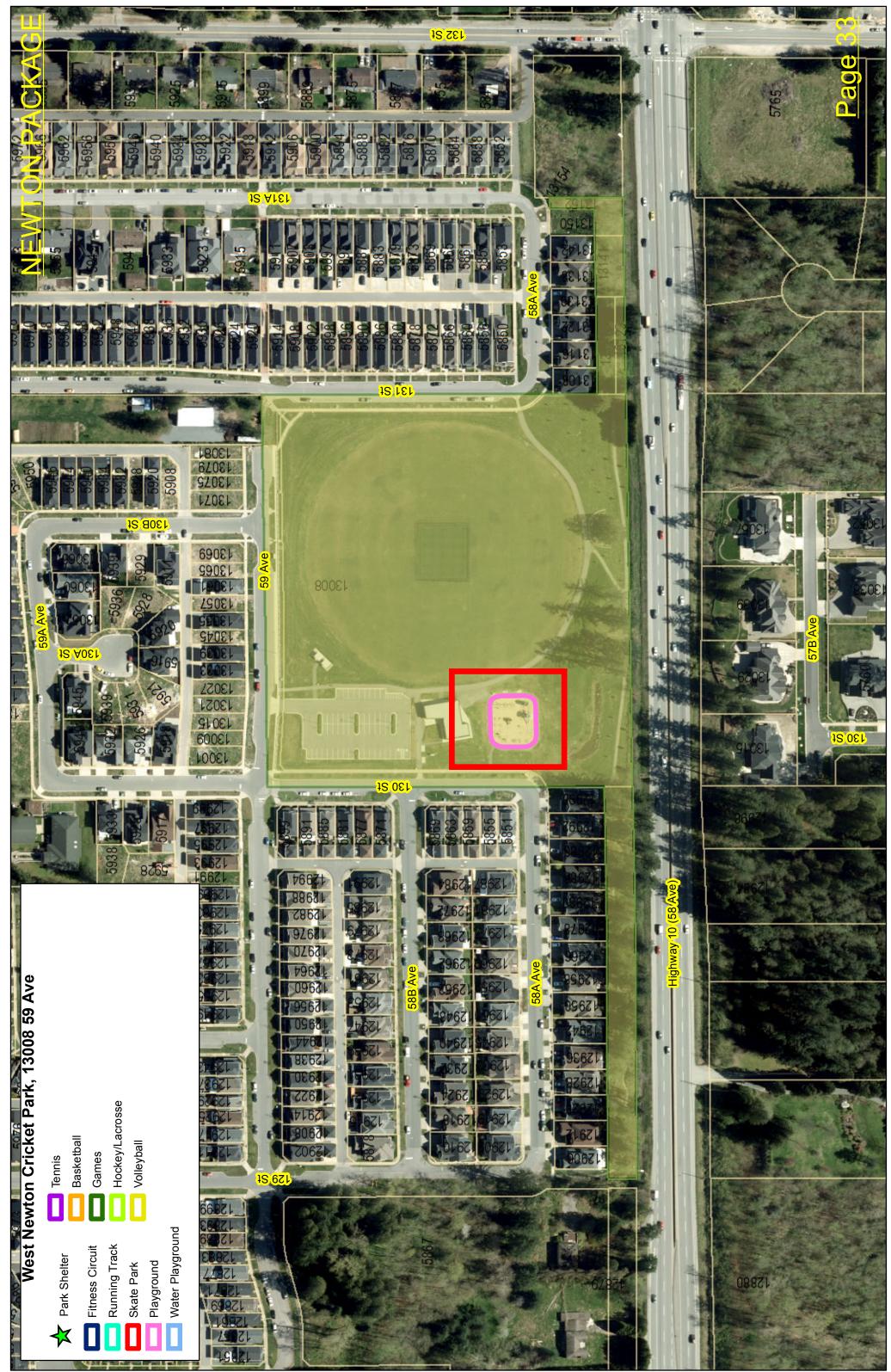




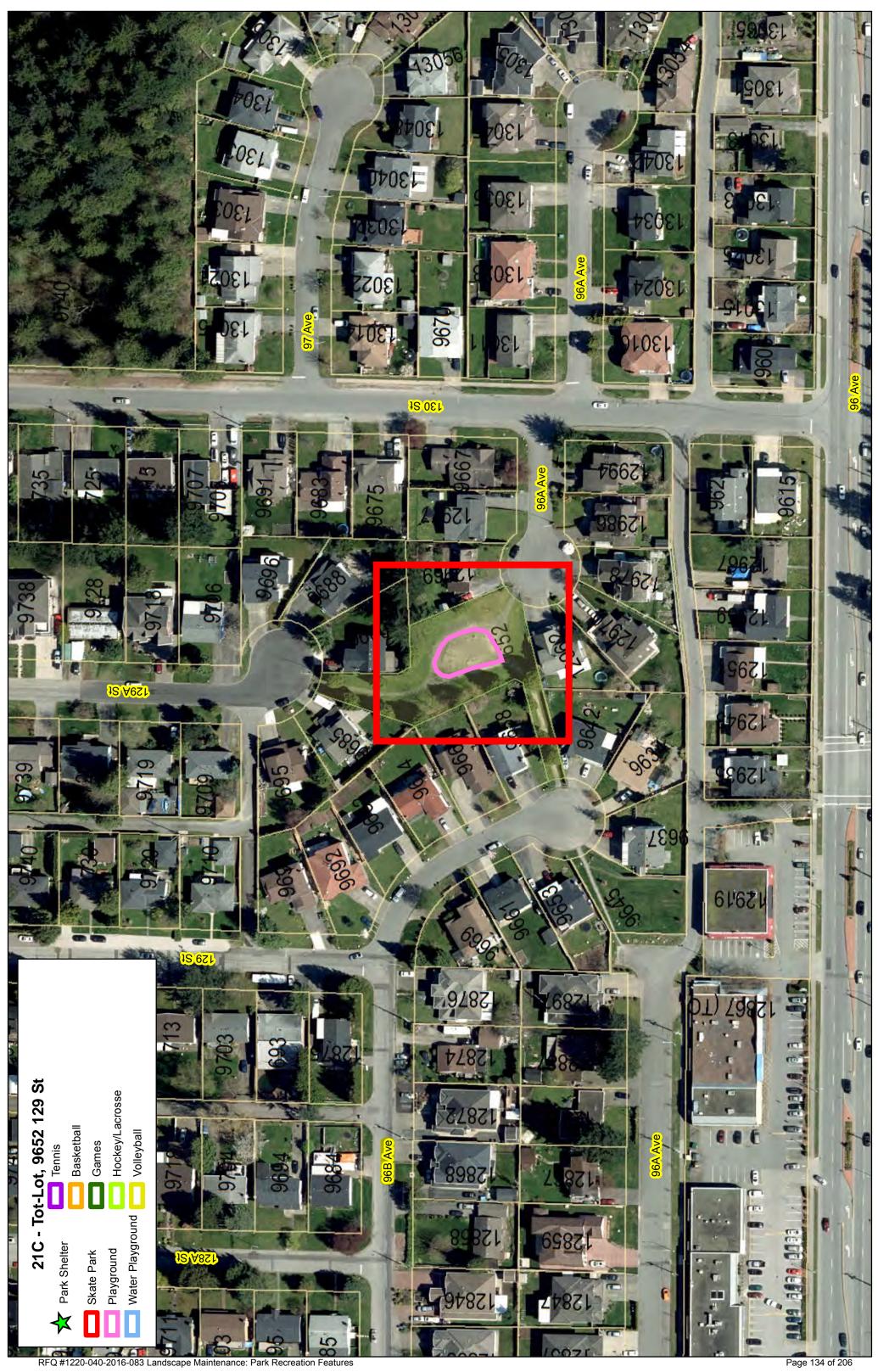


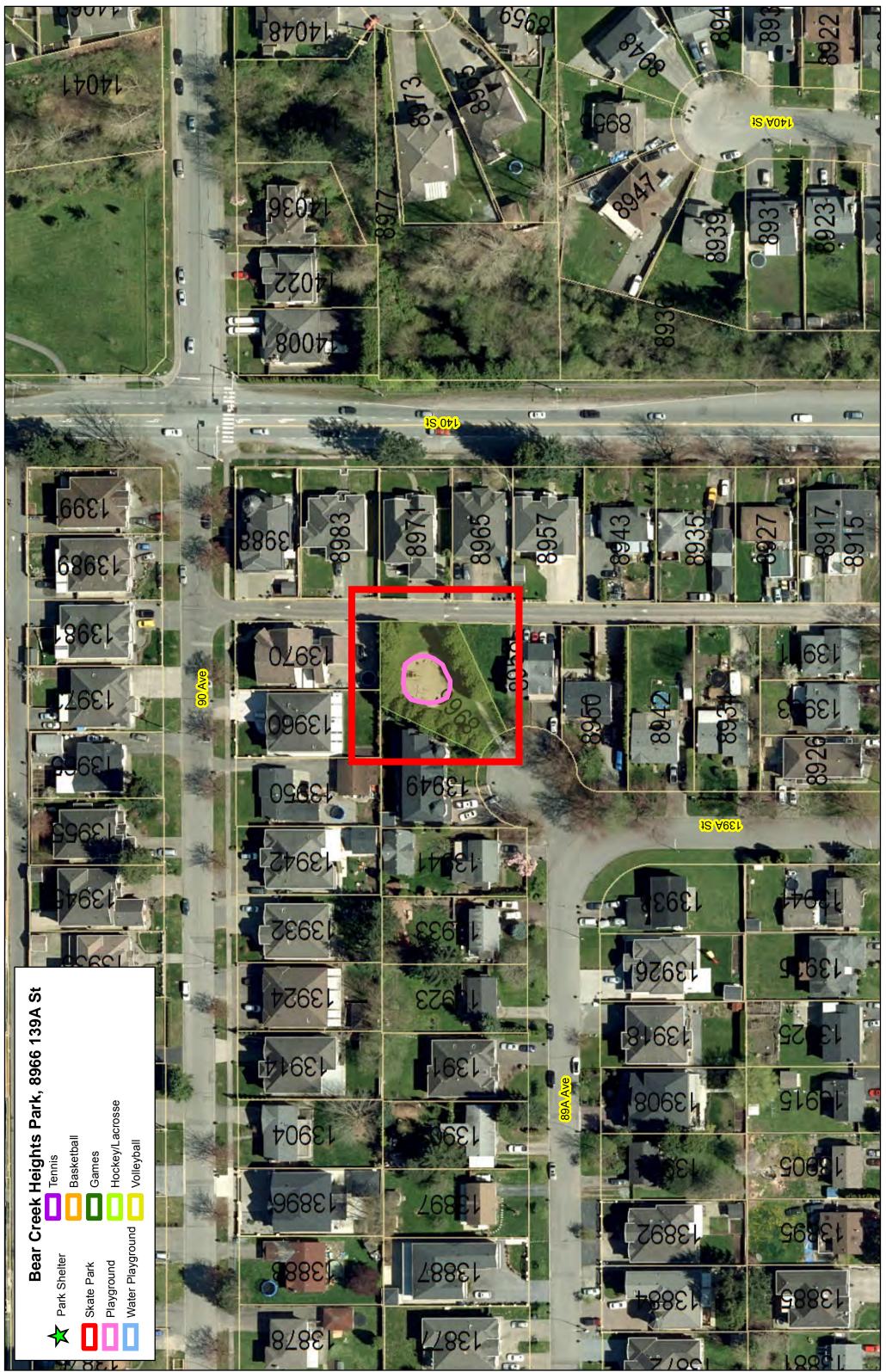


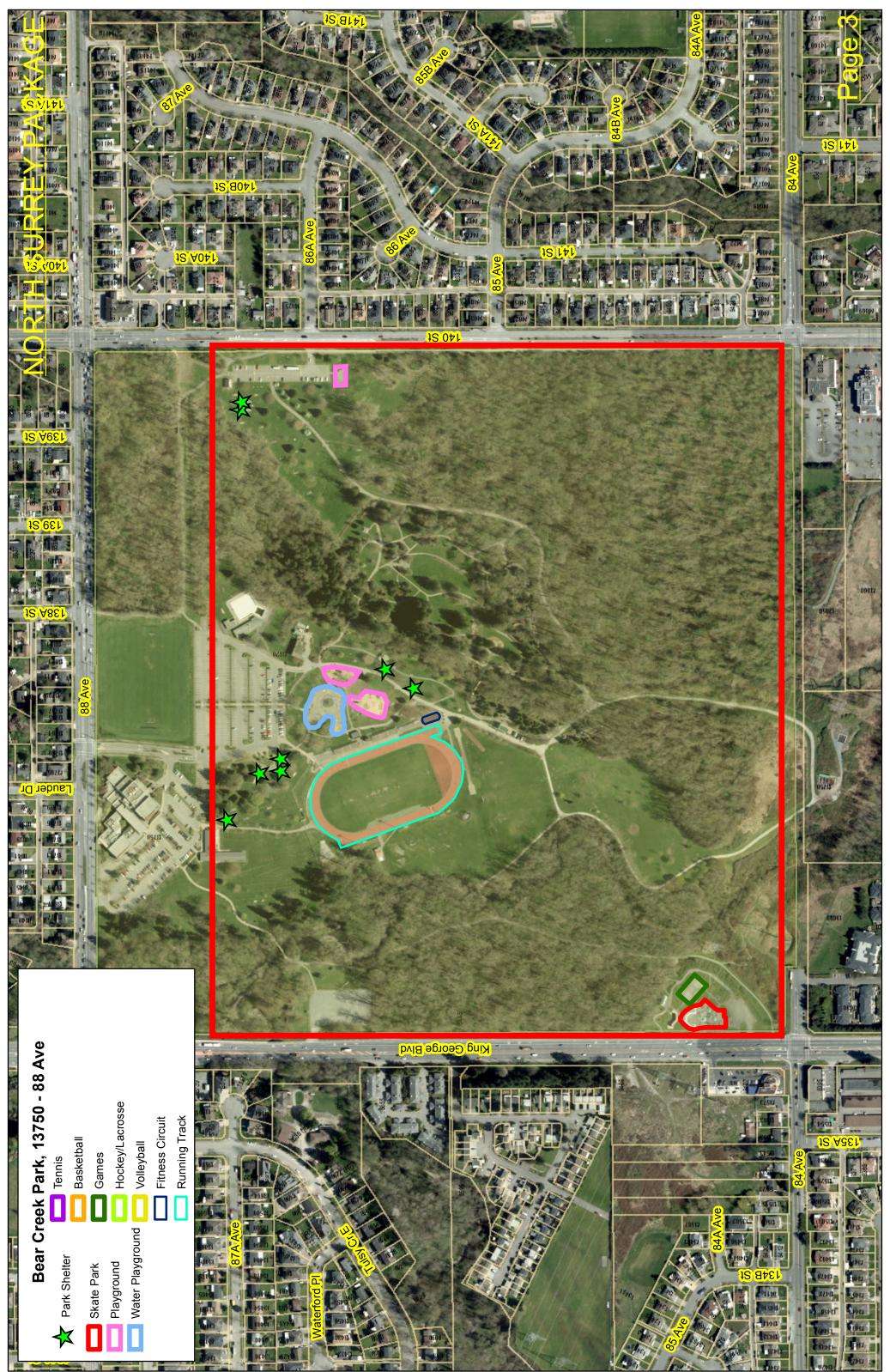


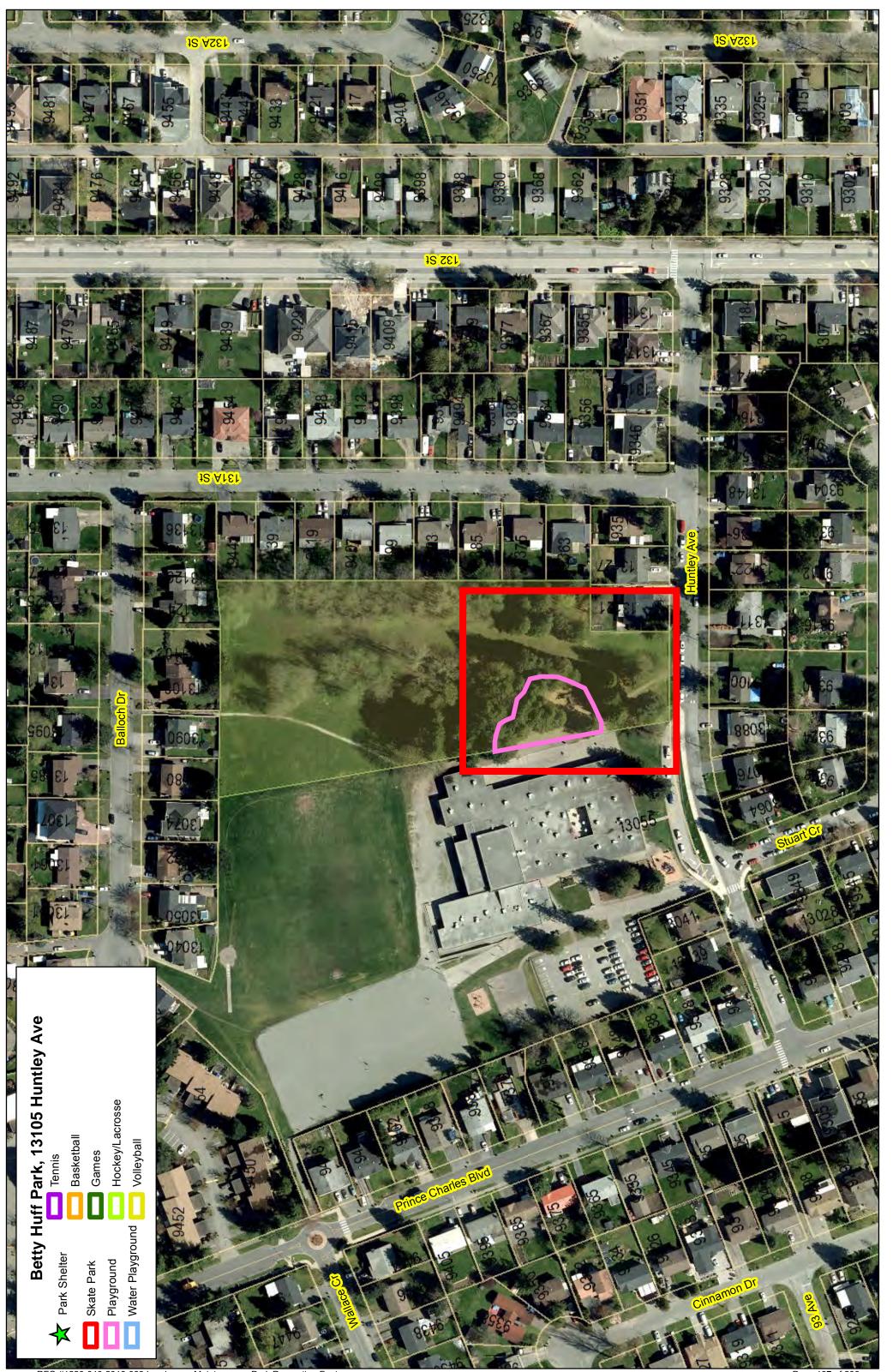


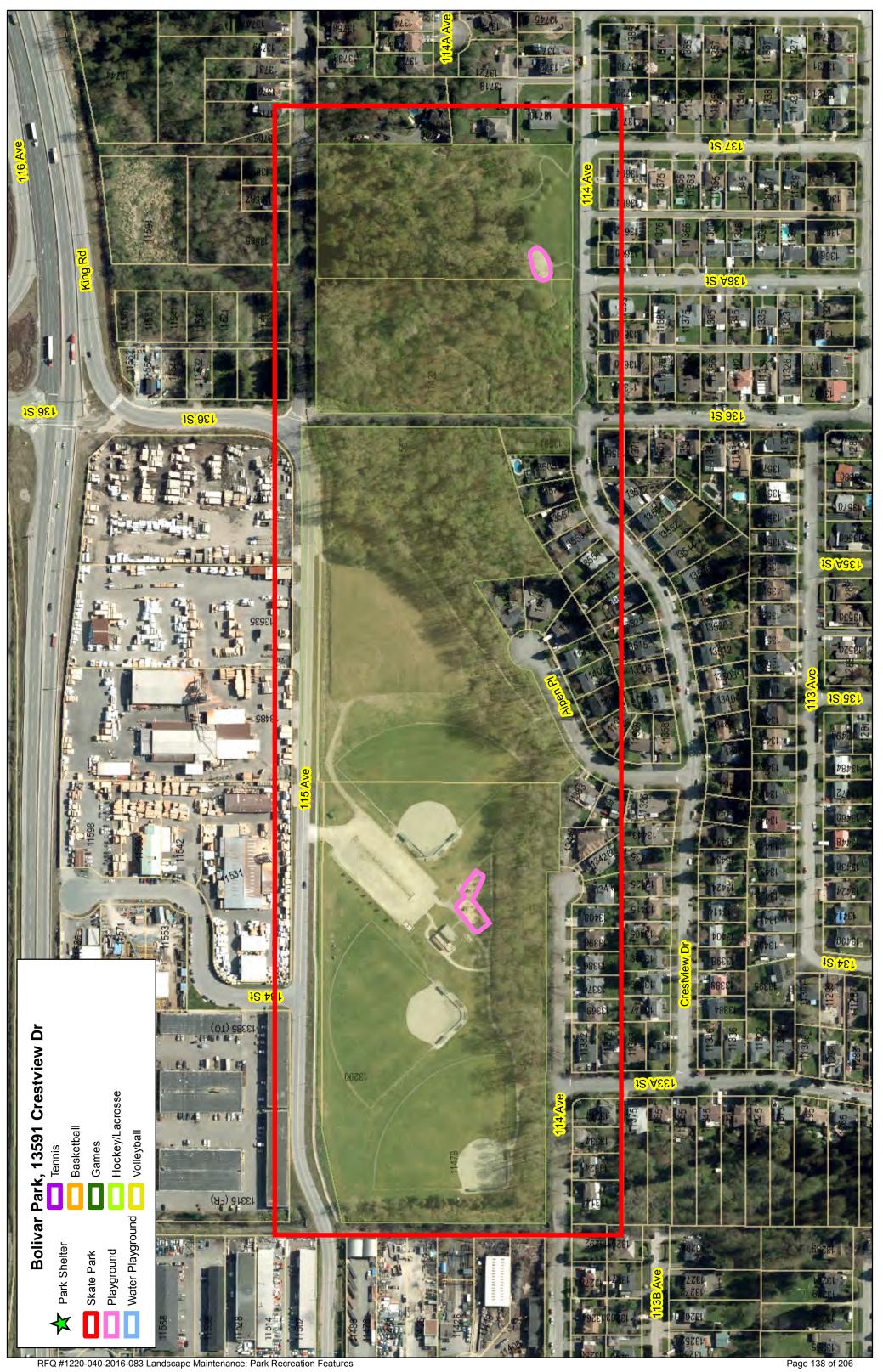
RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

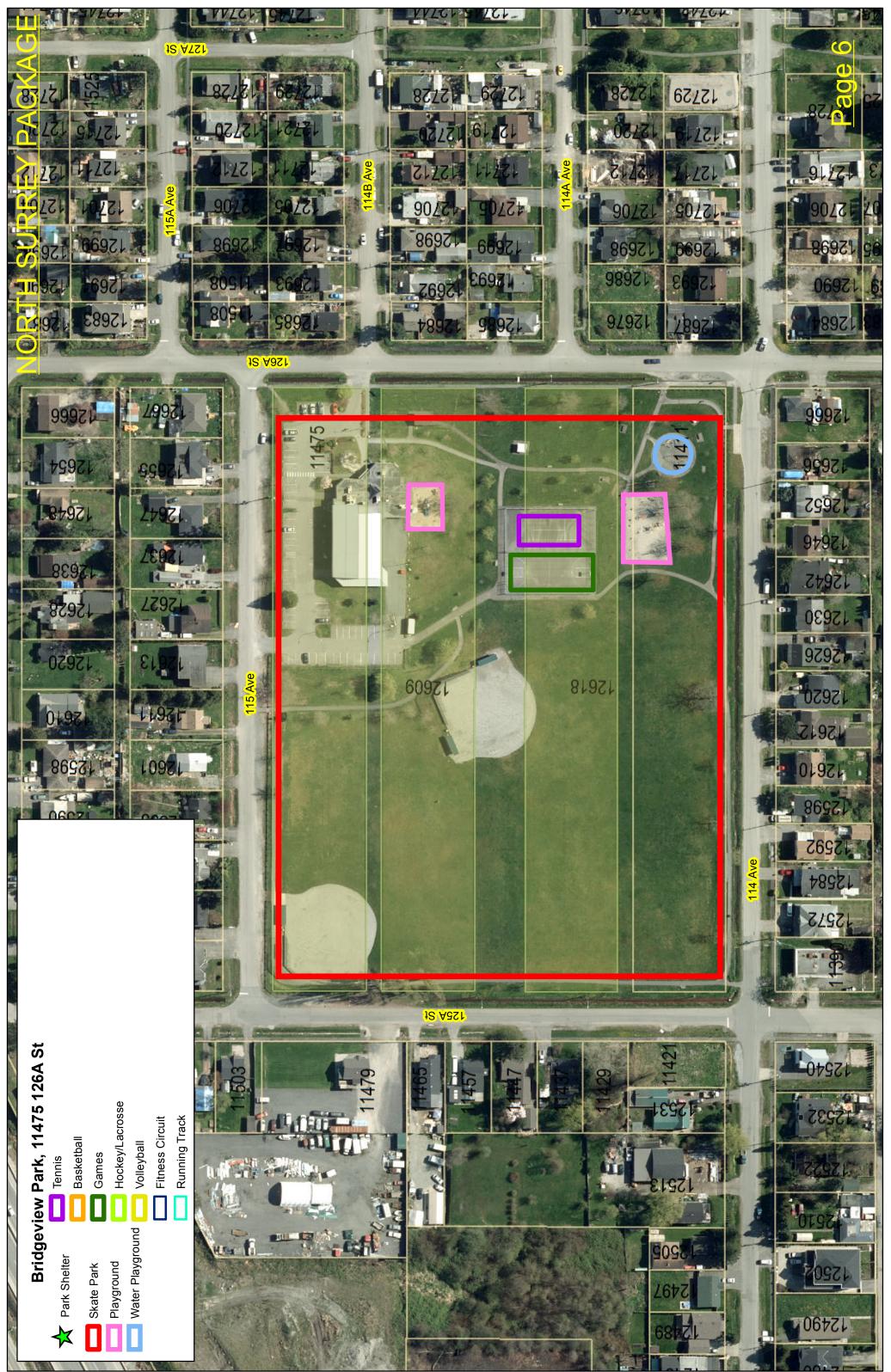




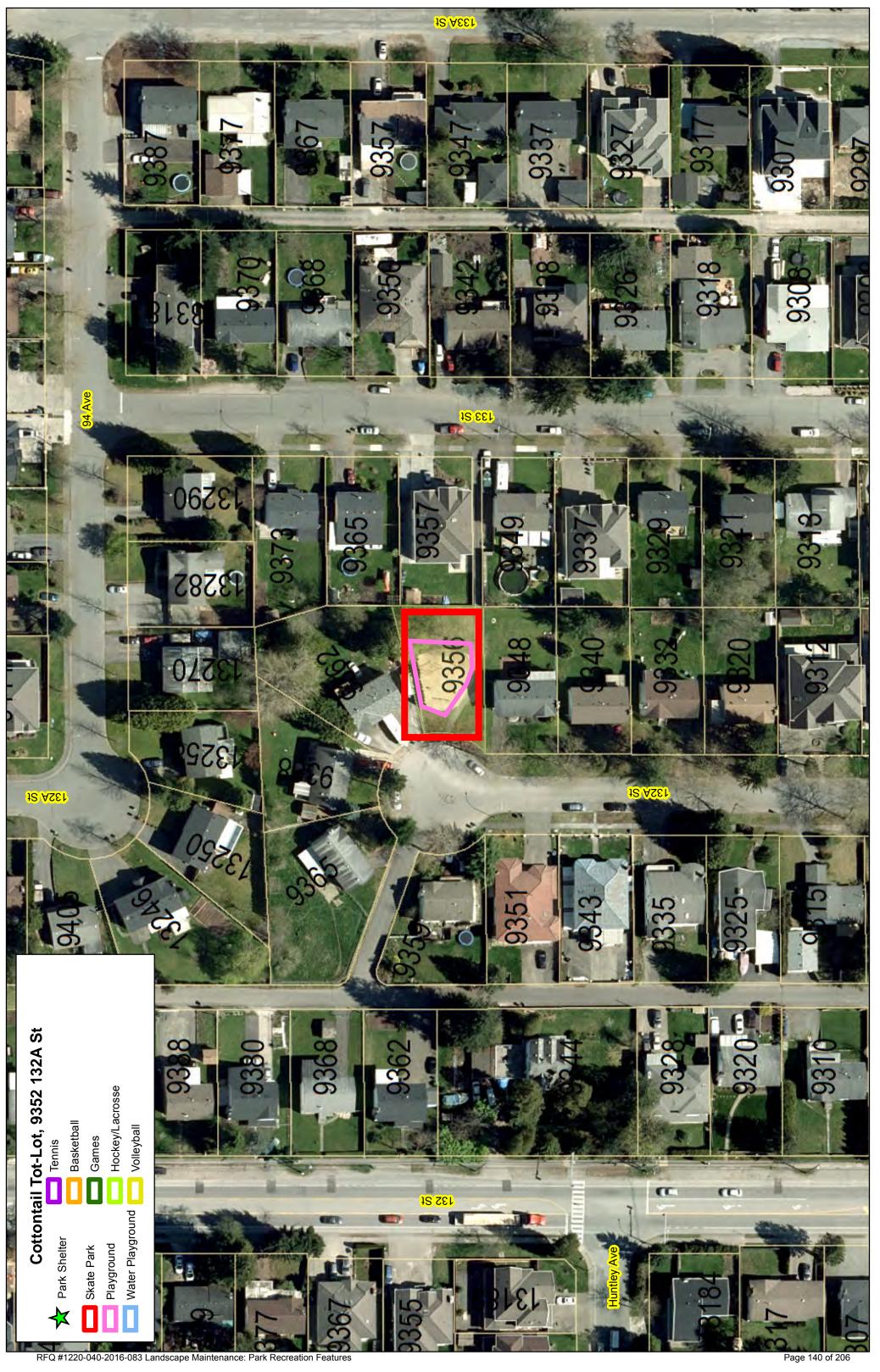


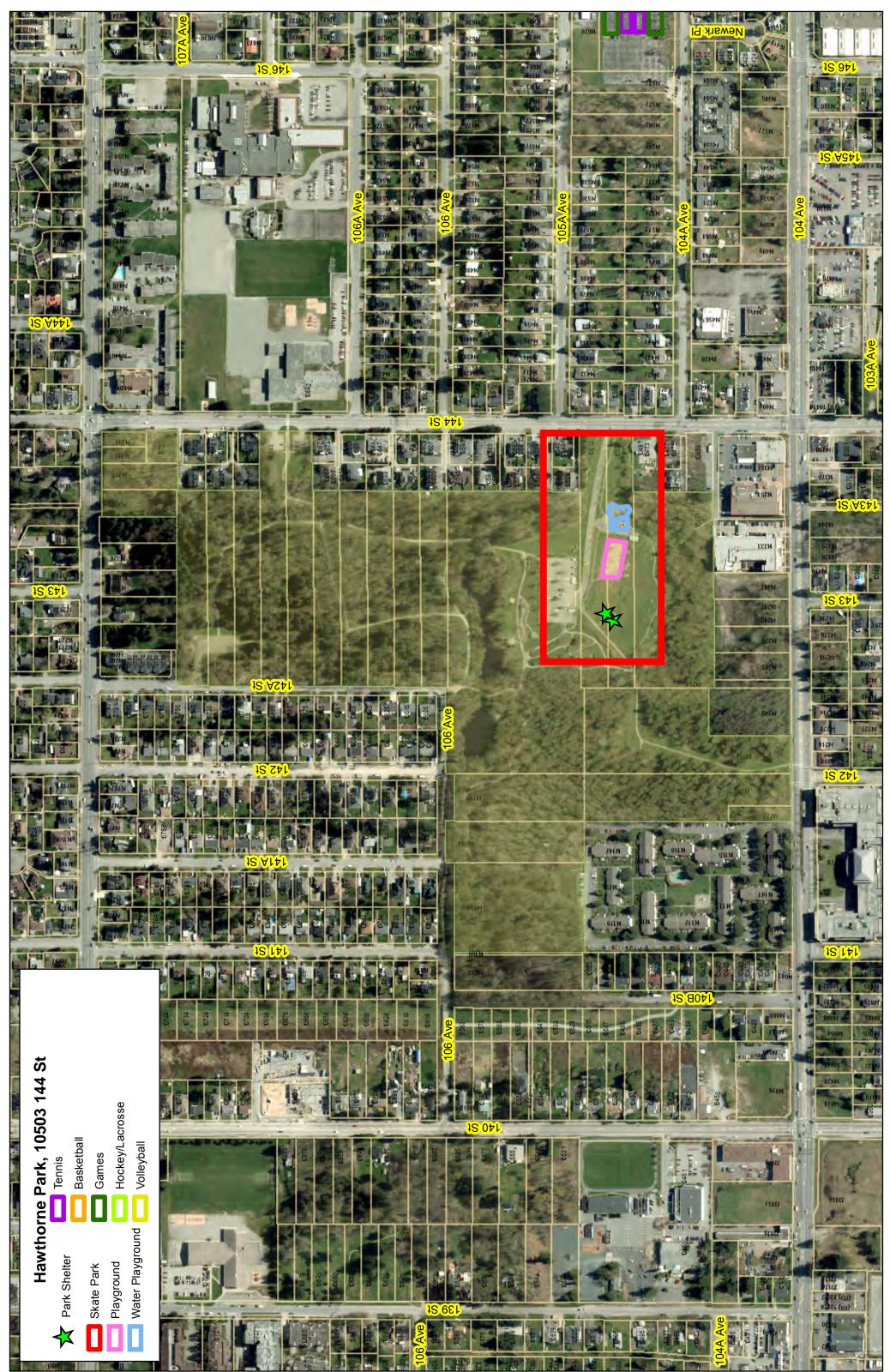






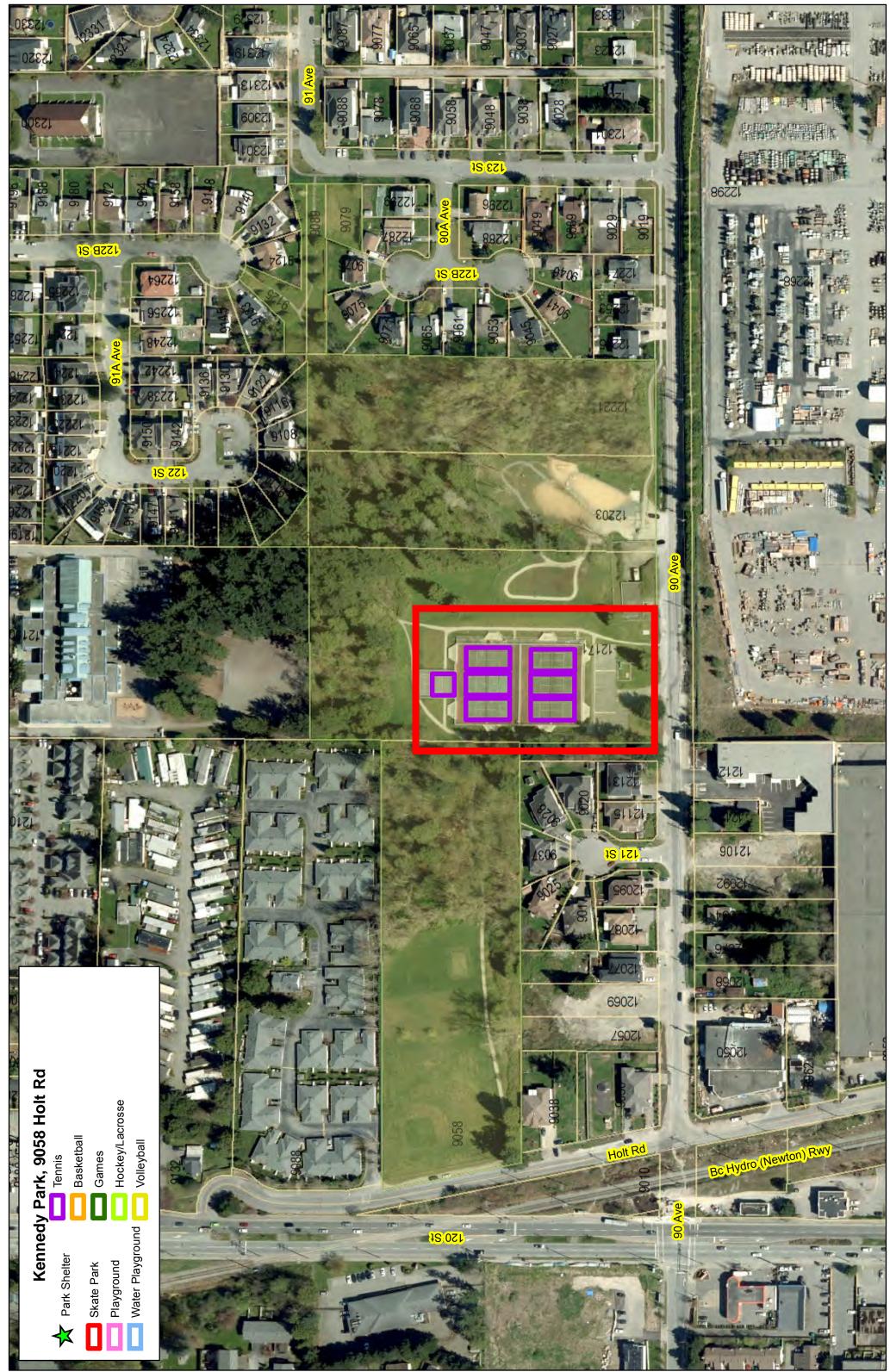
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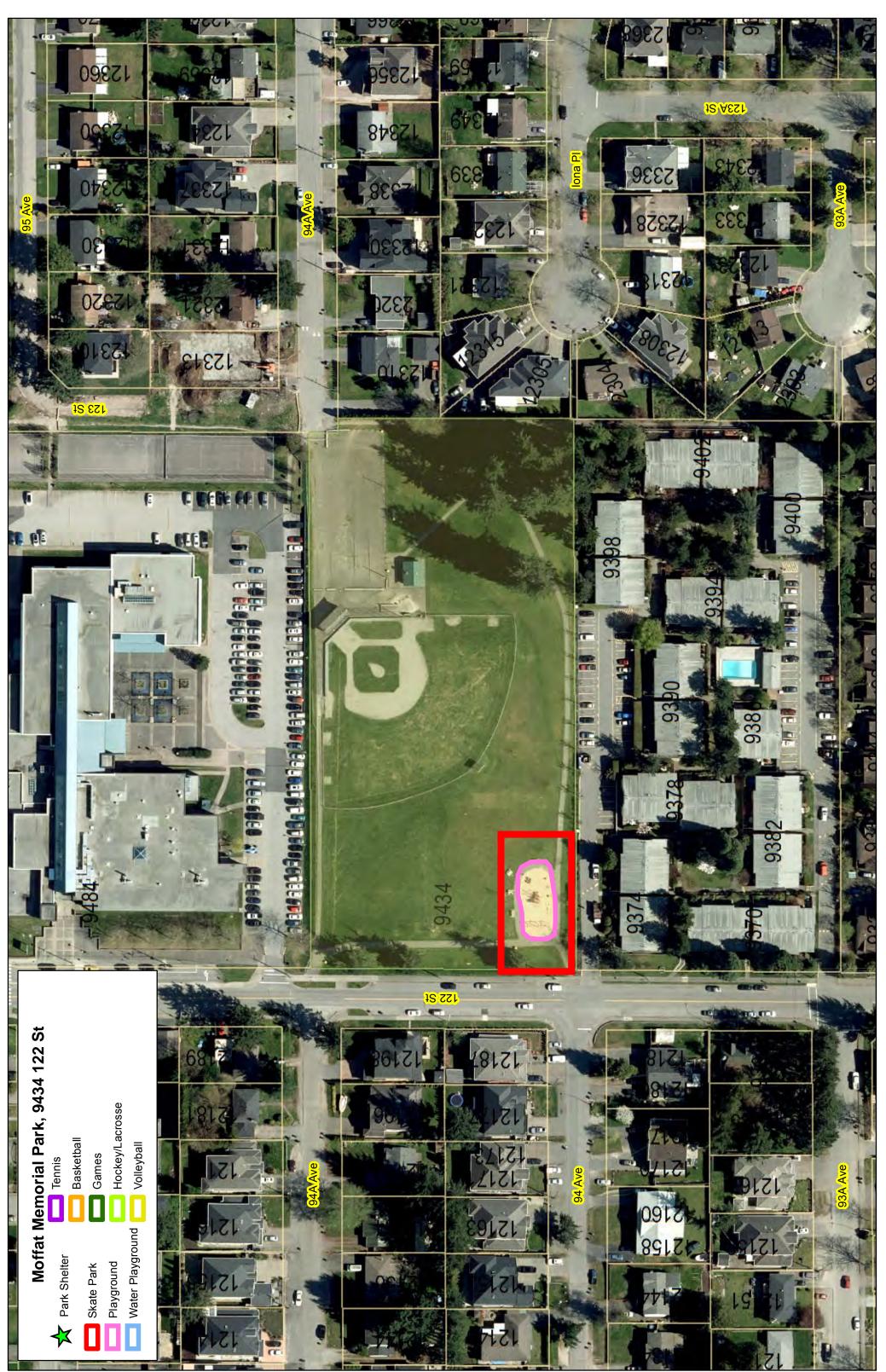




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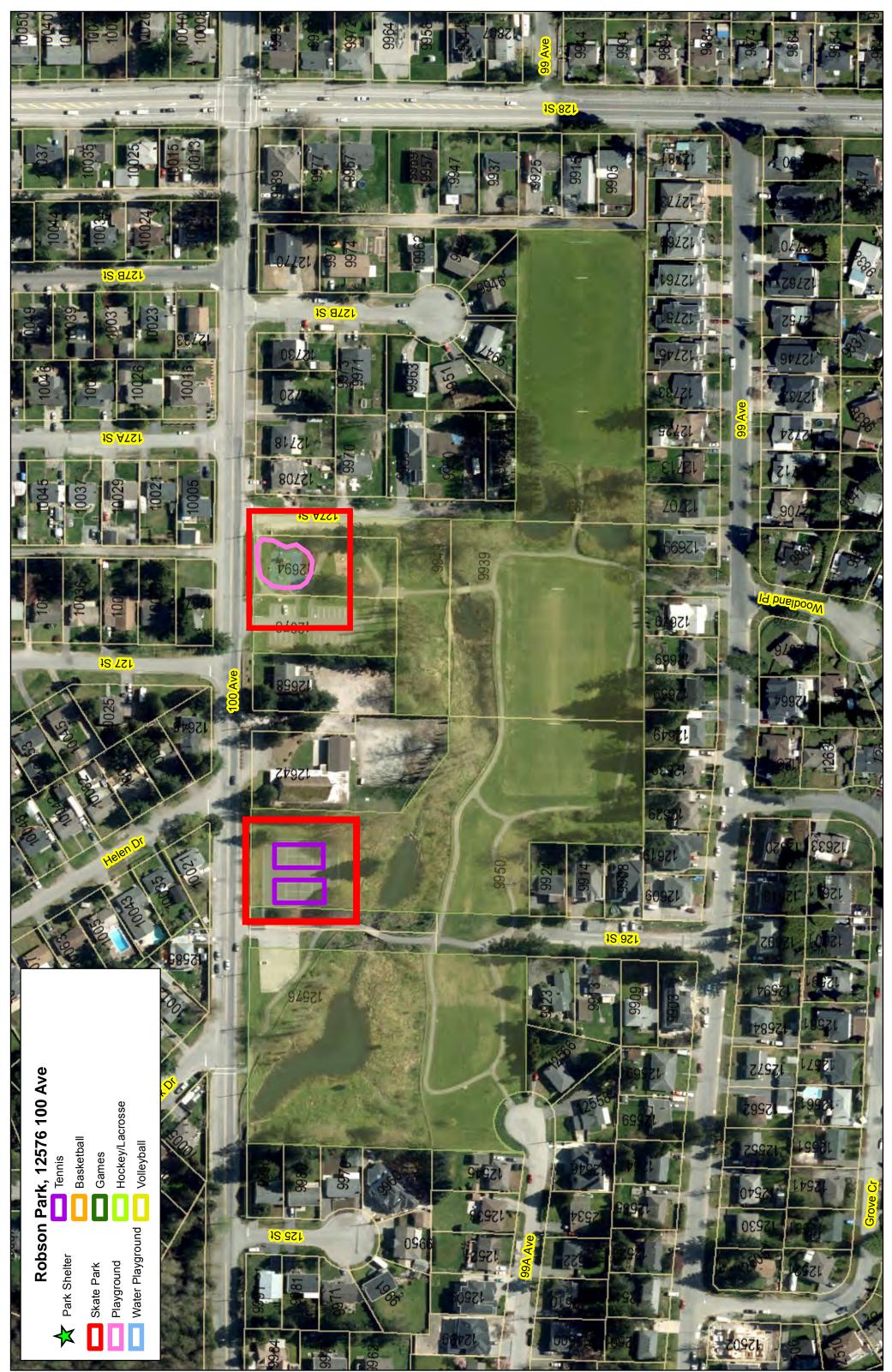


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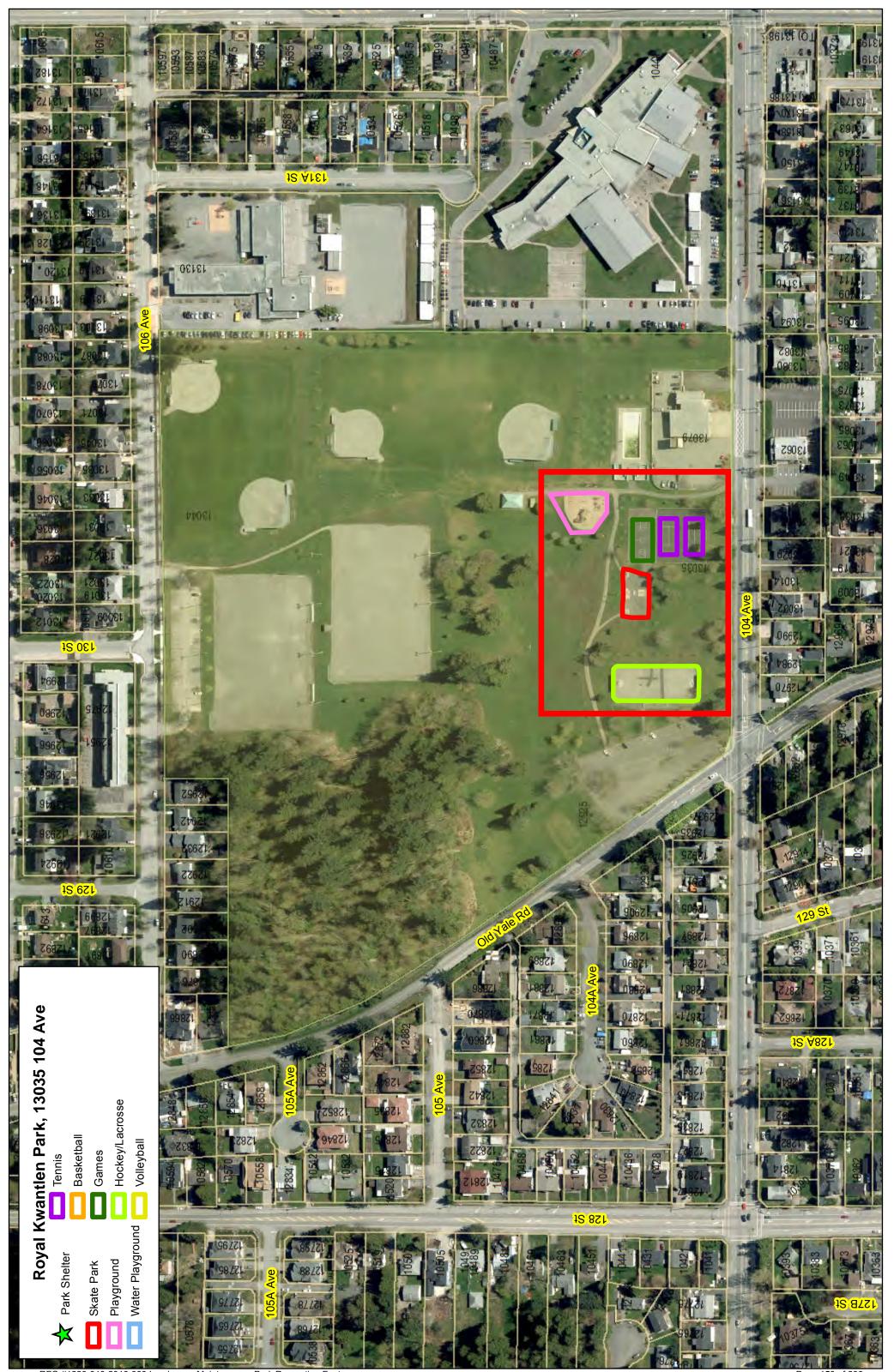




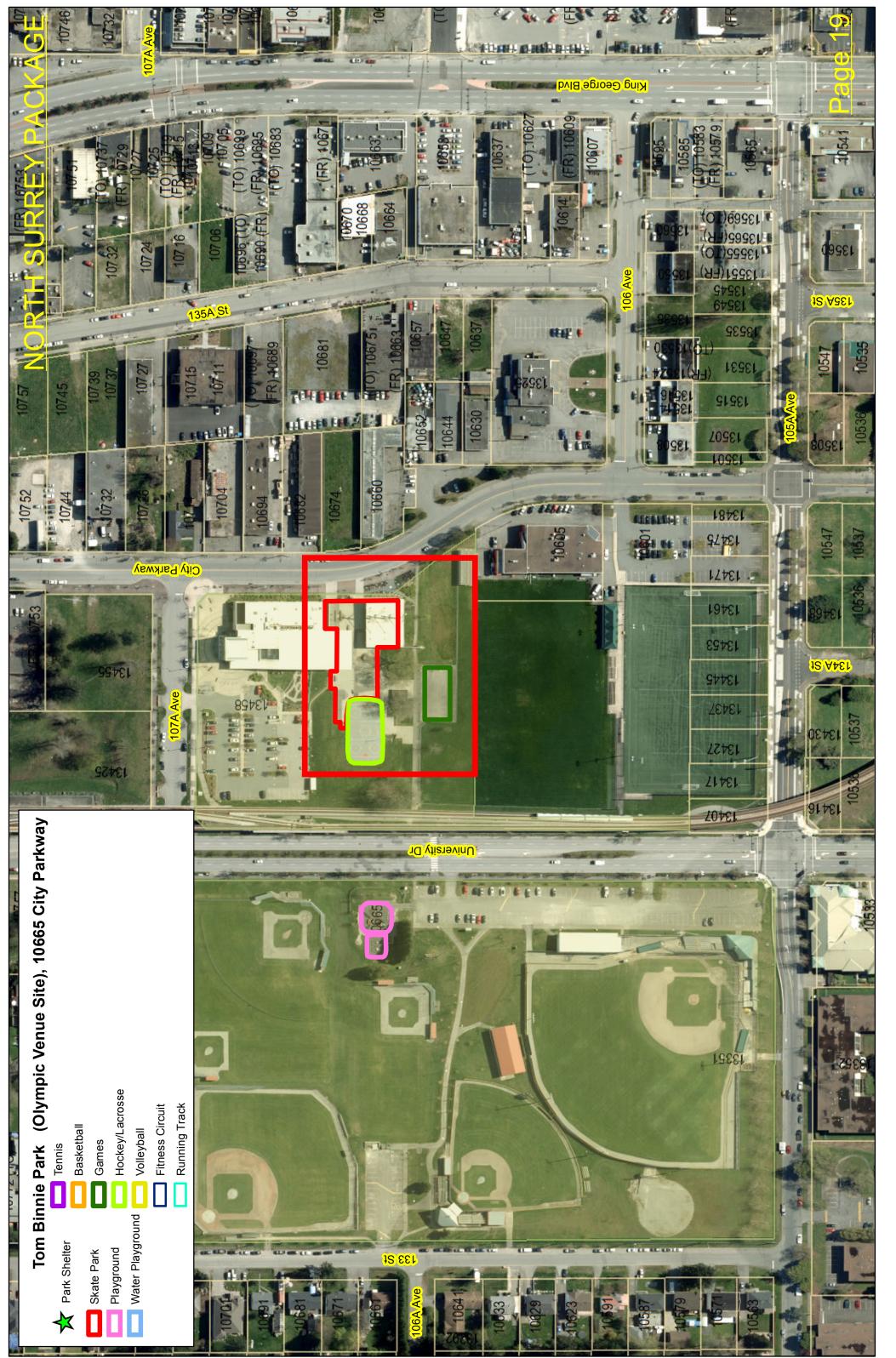


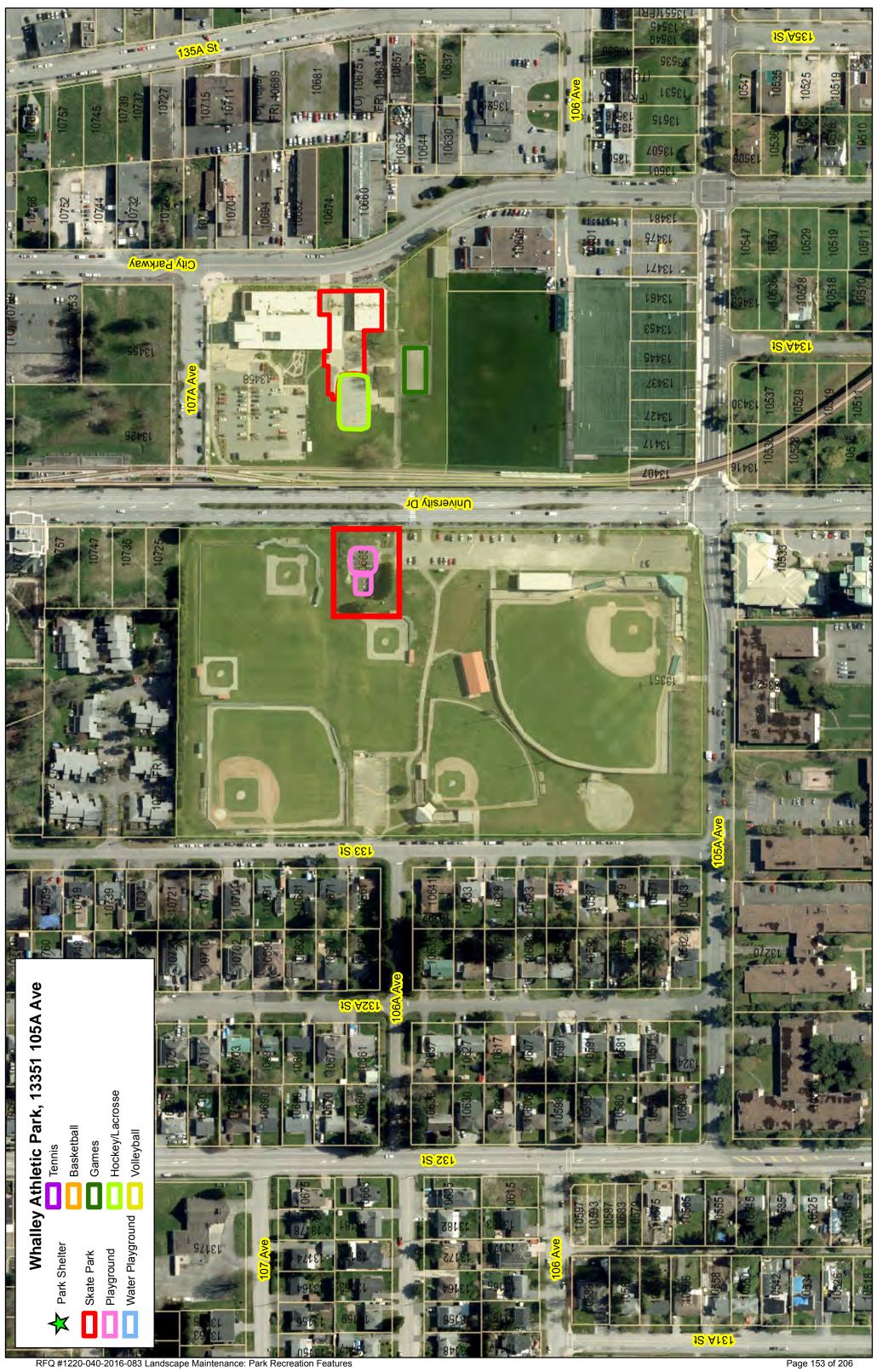




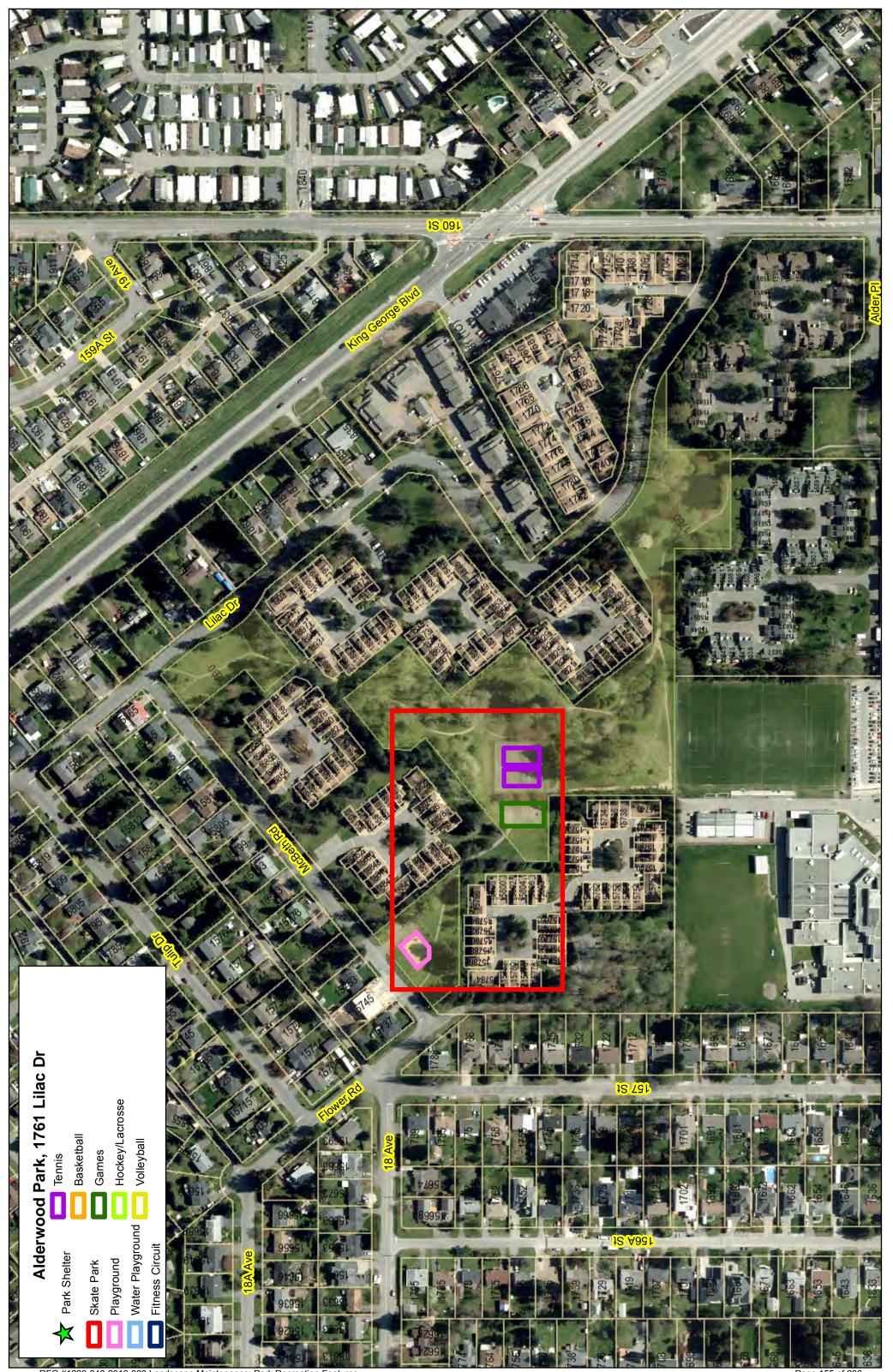


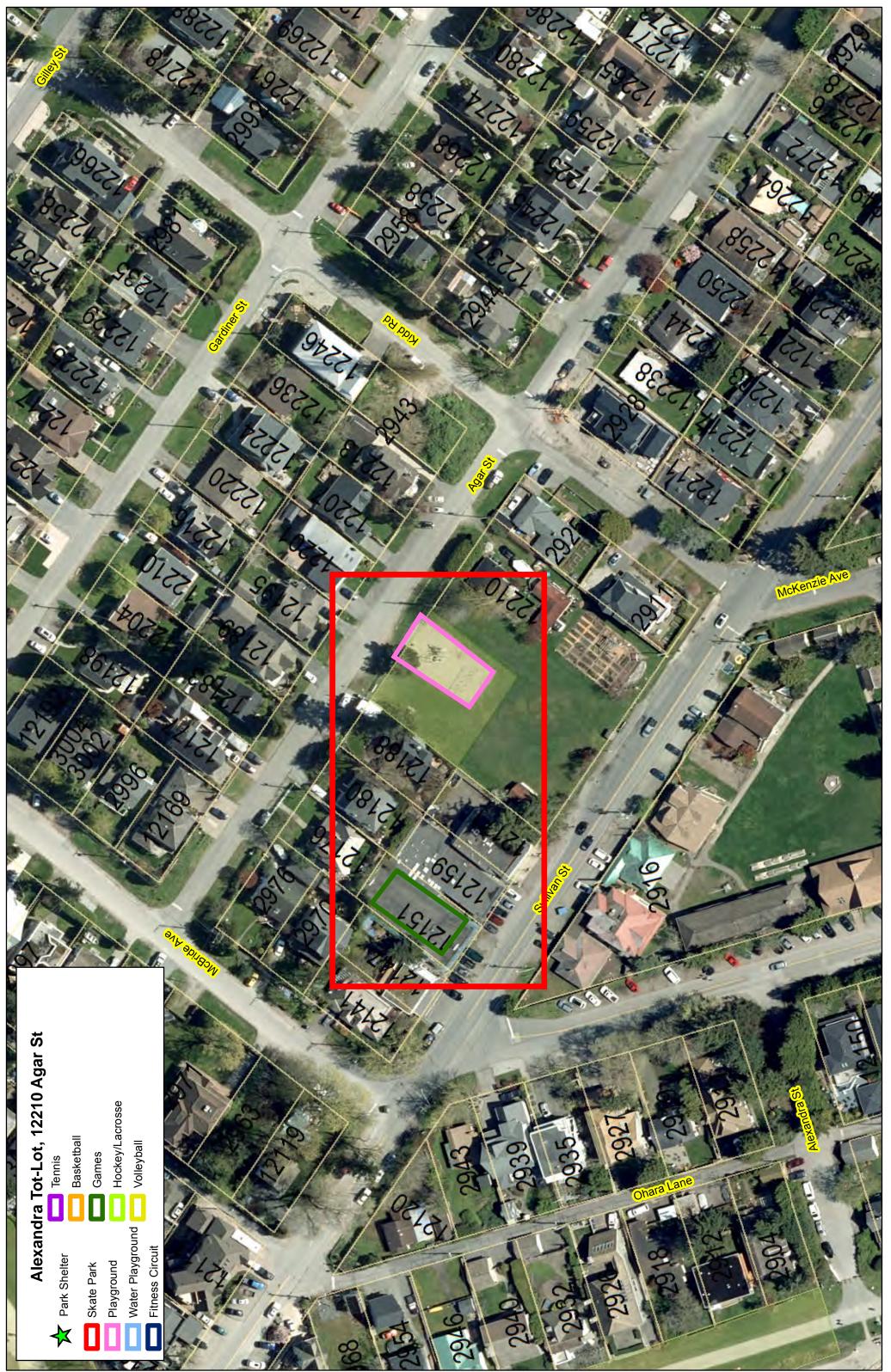


















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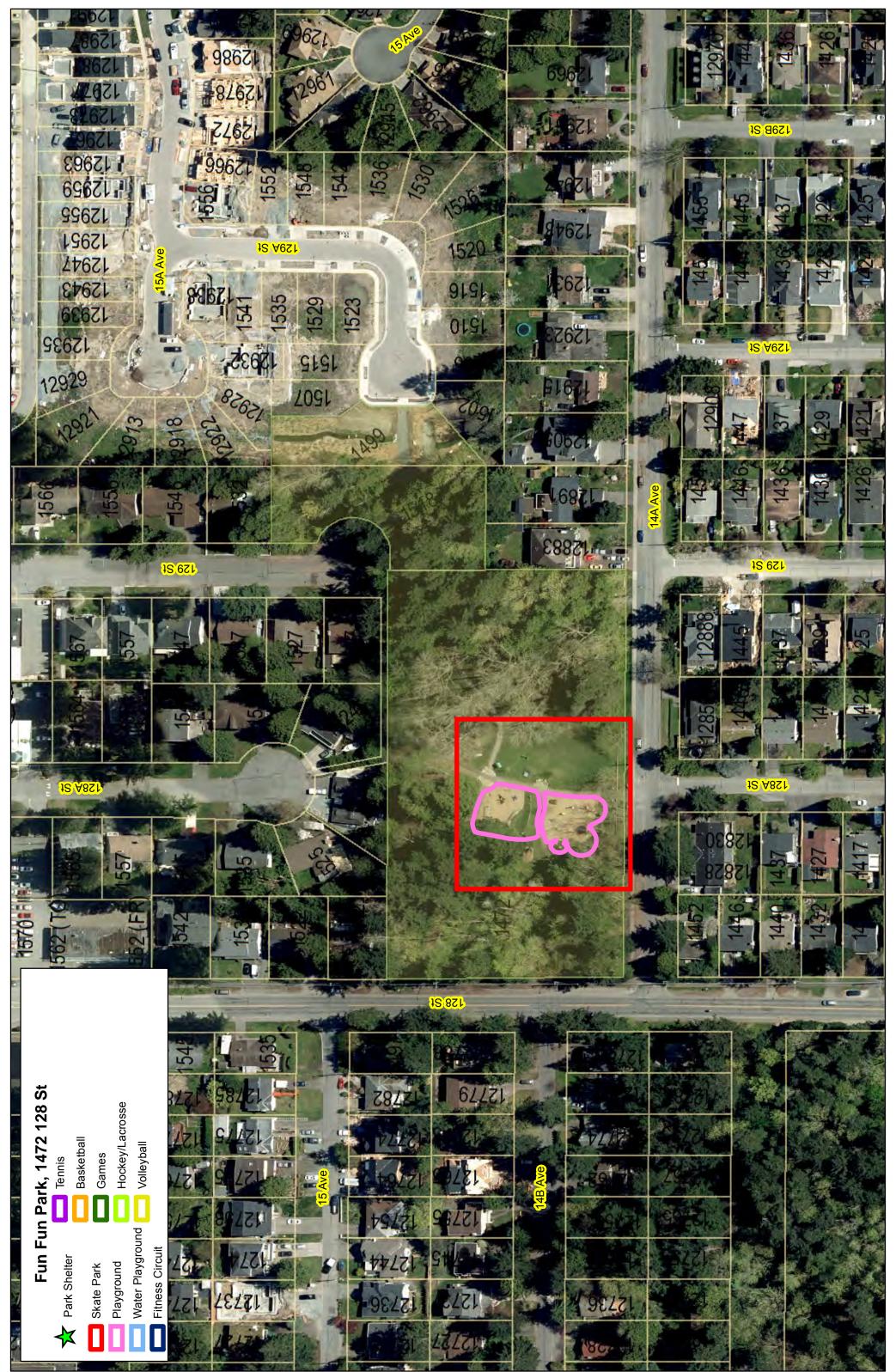


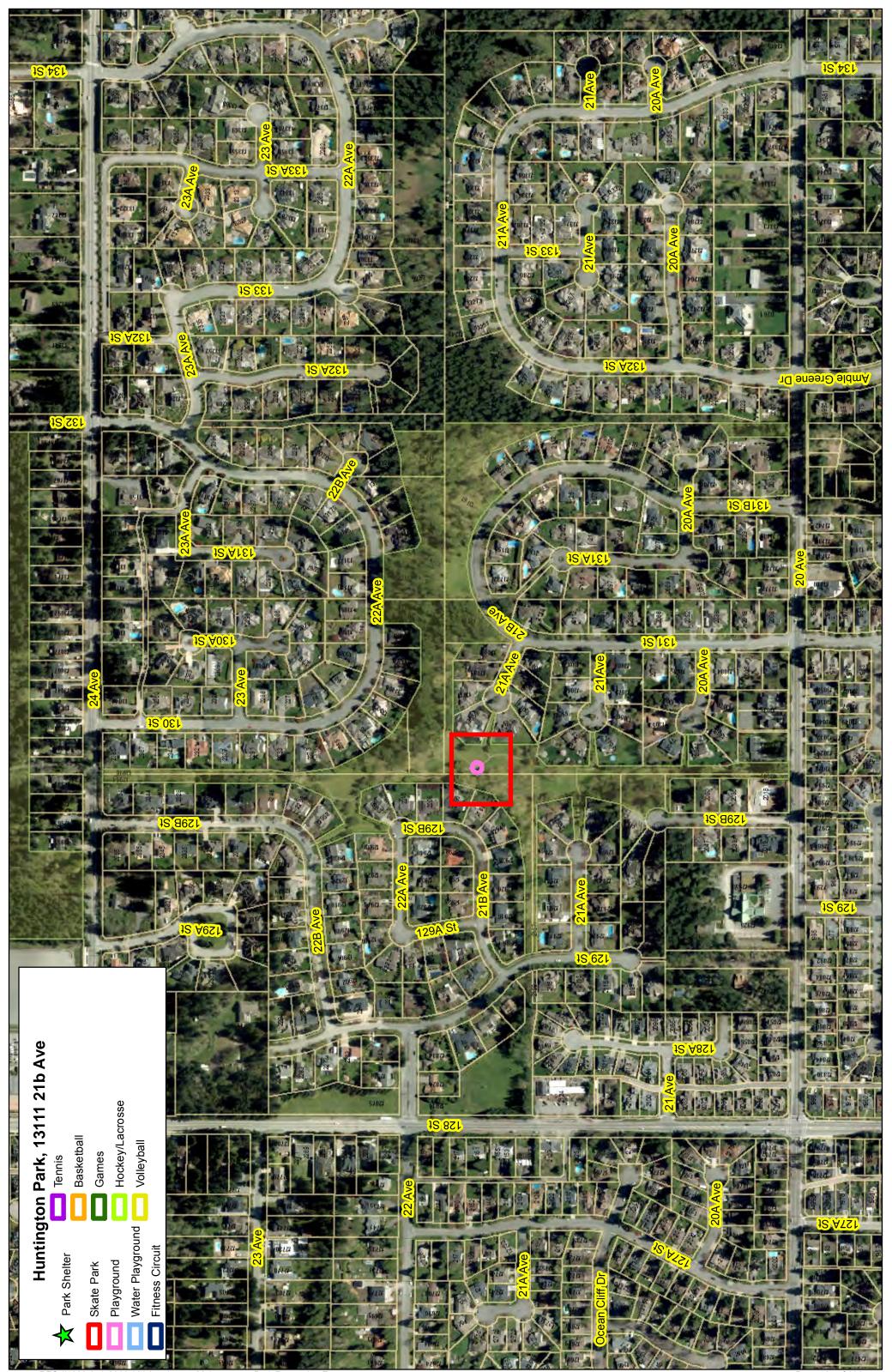




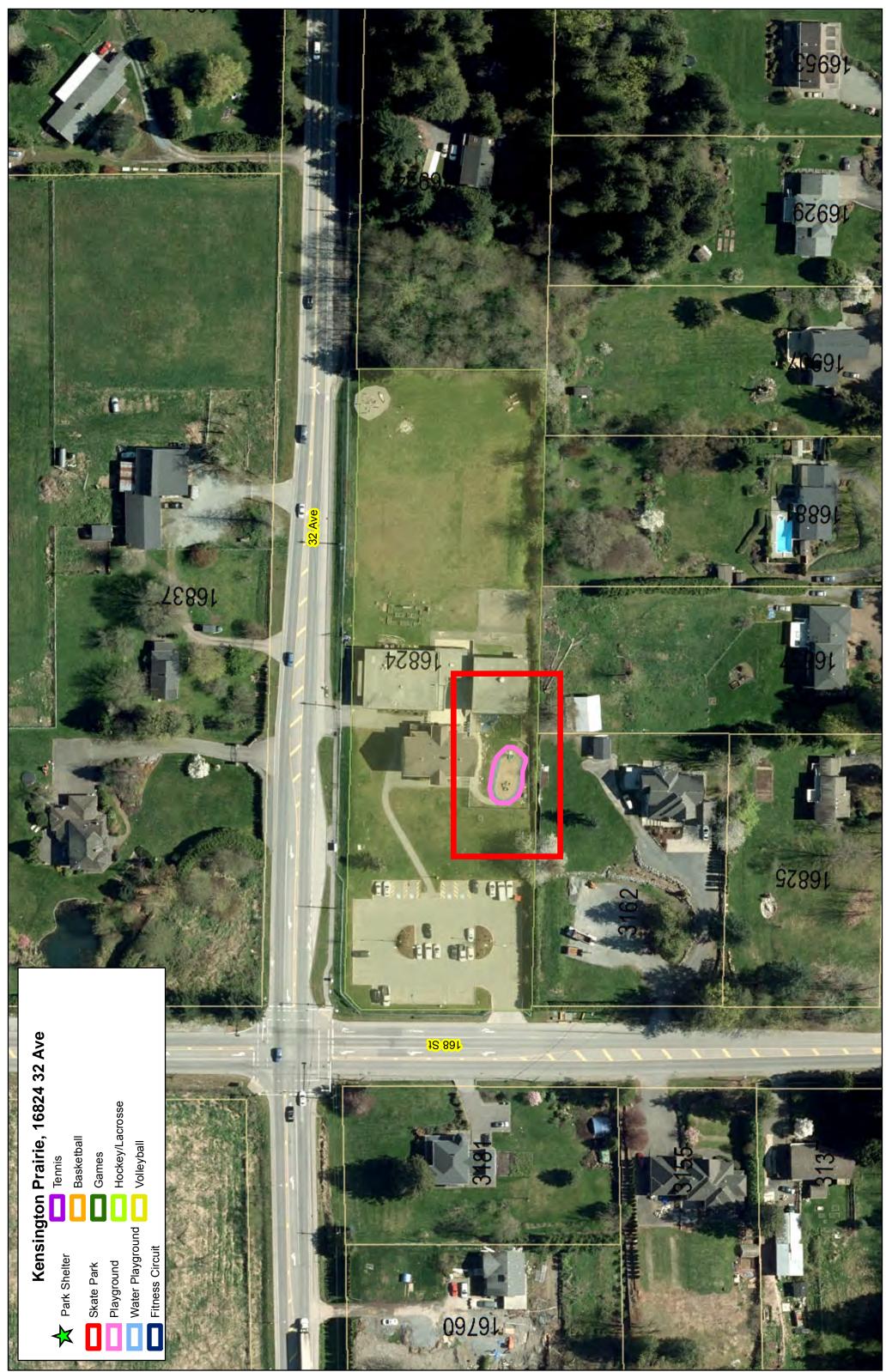
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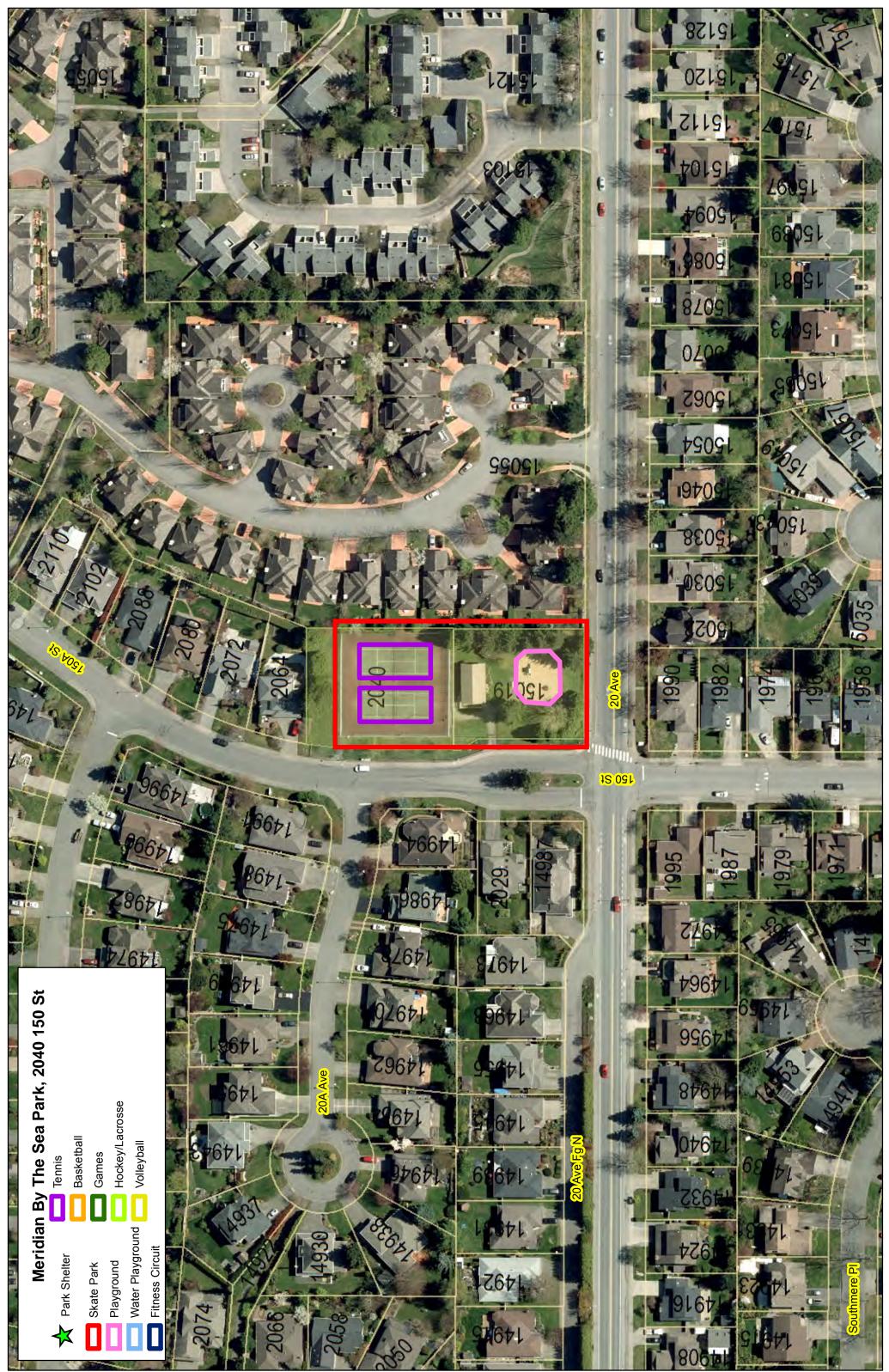






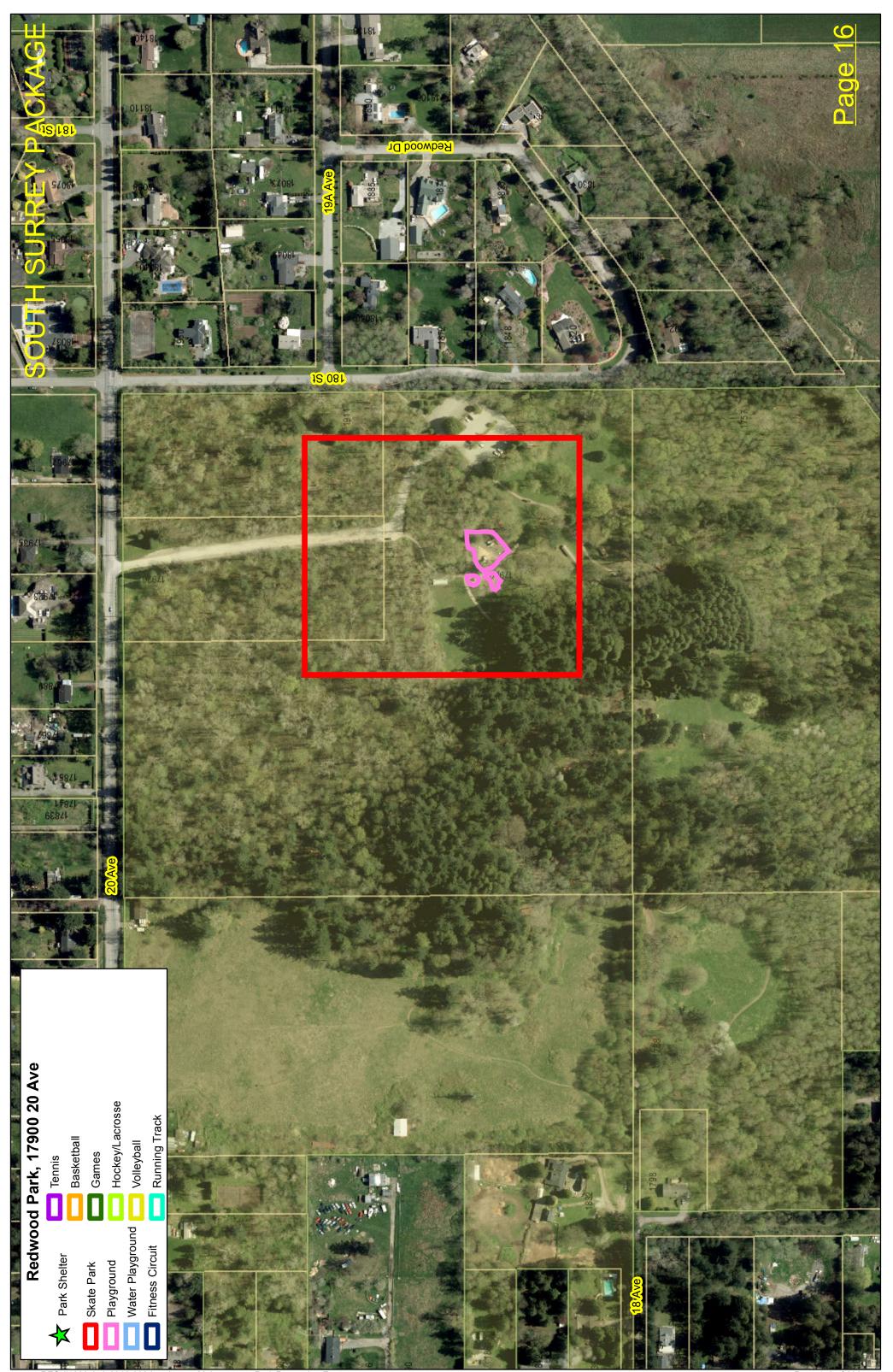
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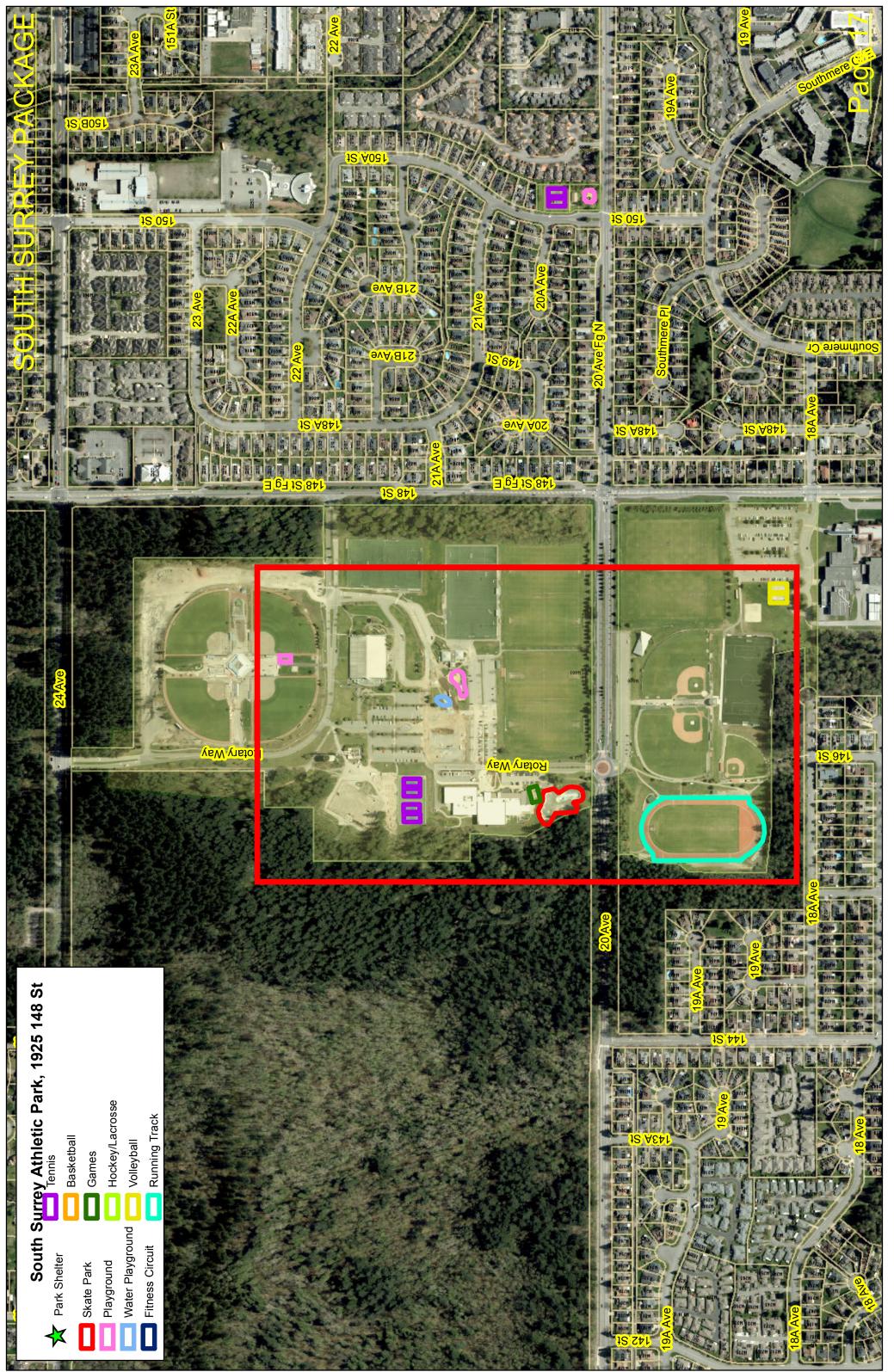




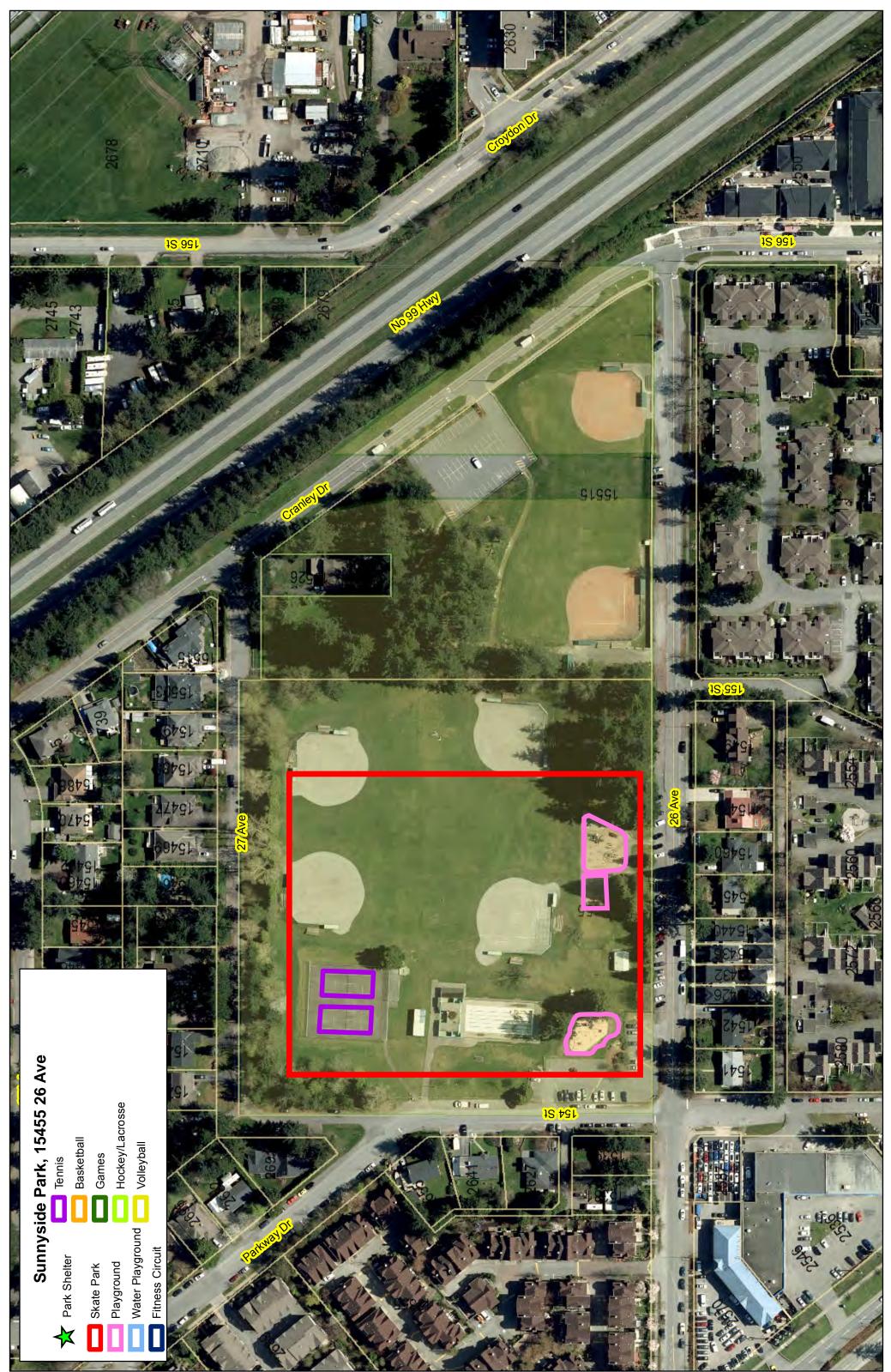


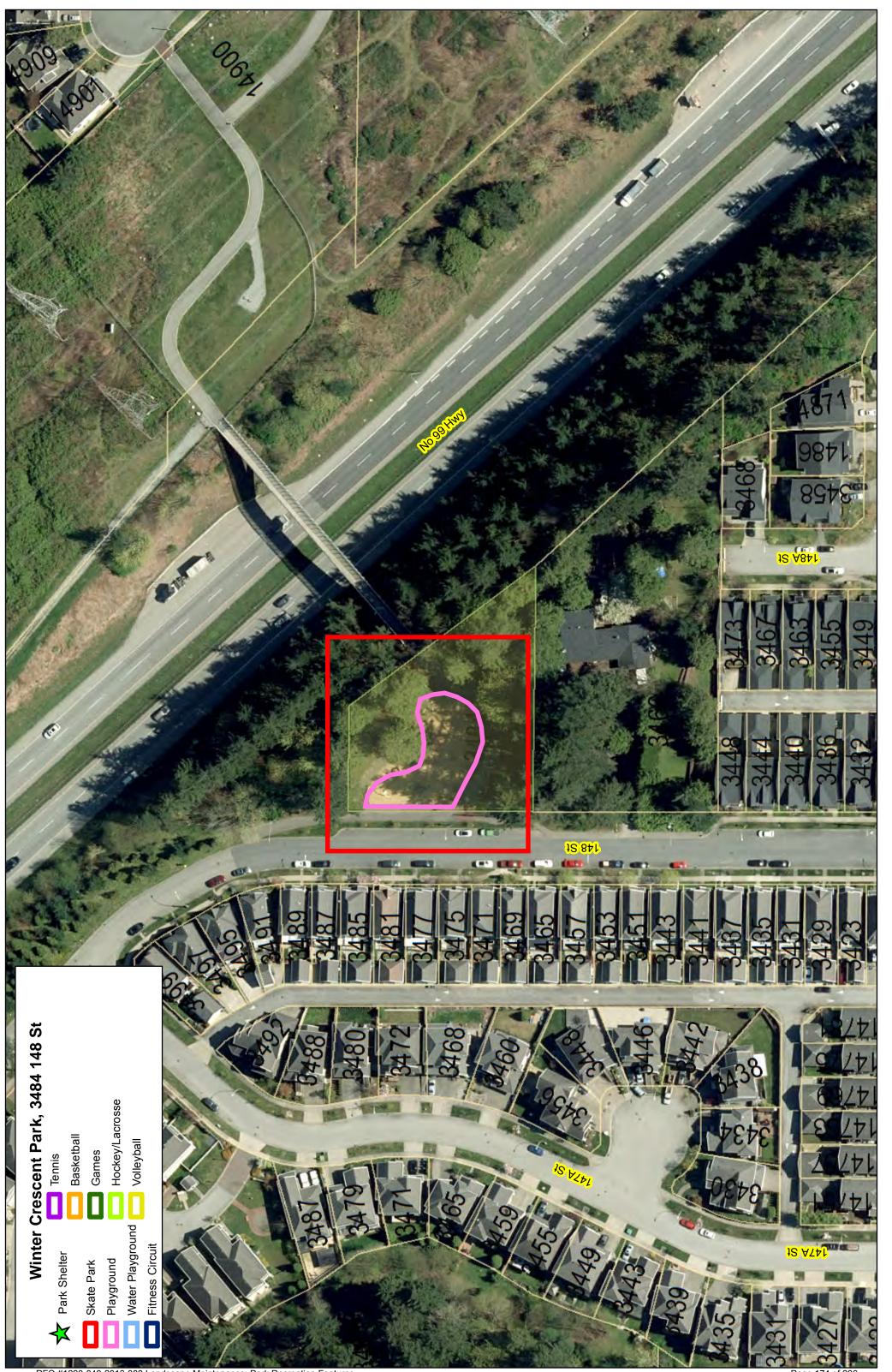




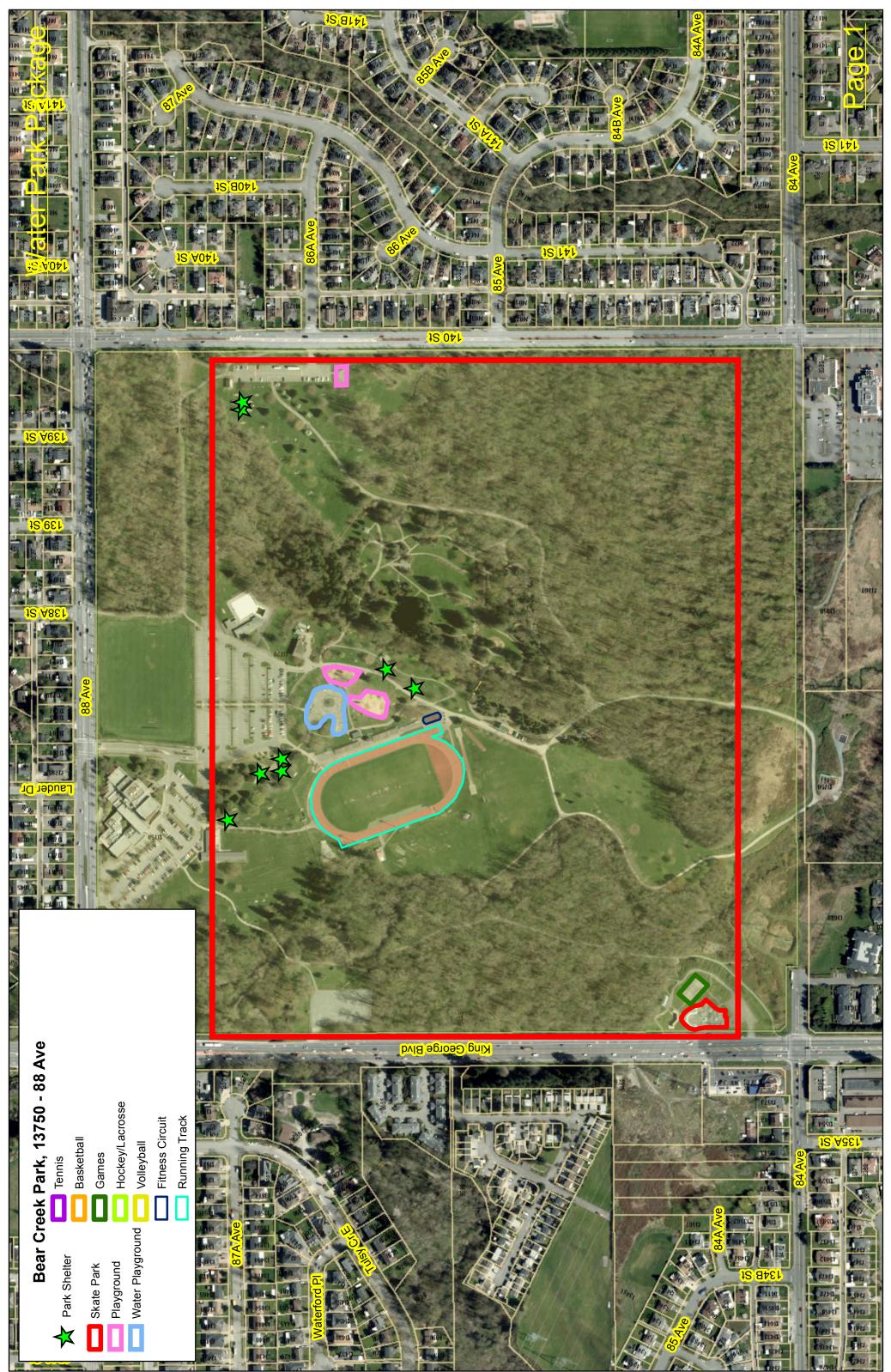


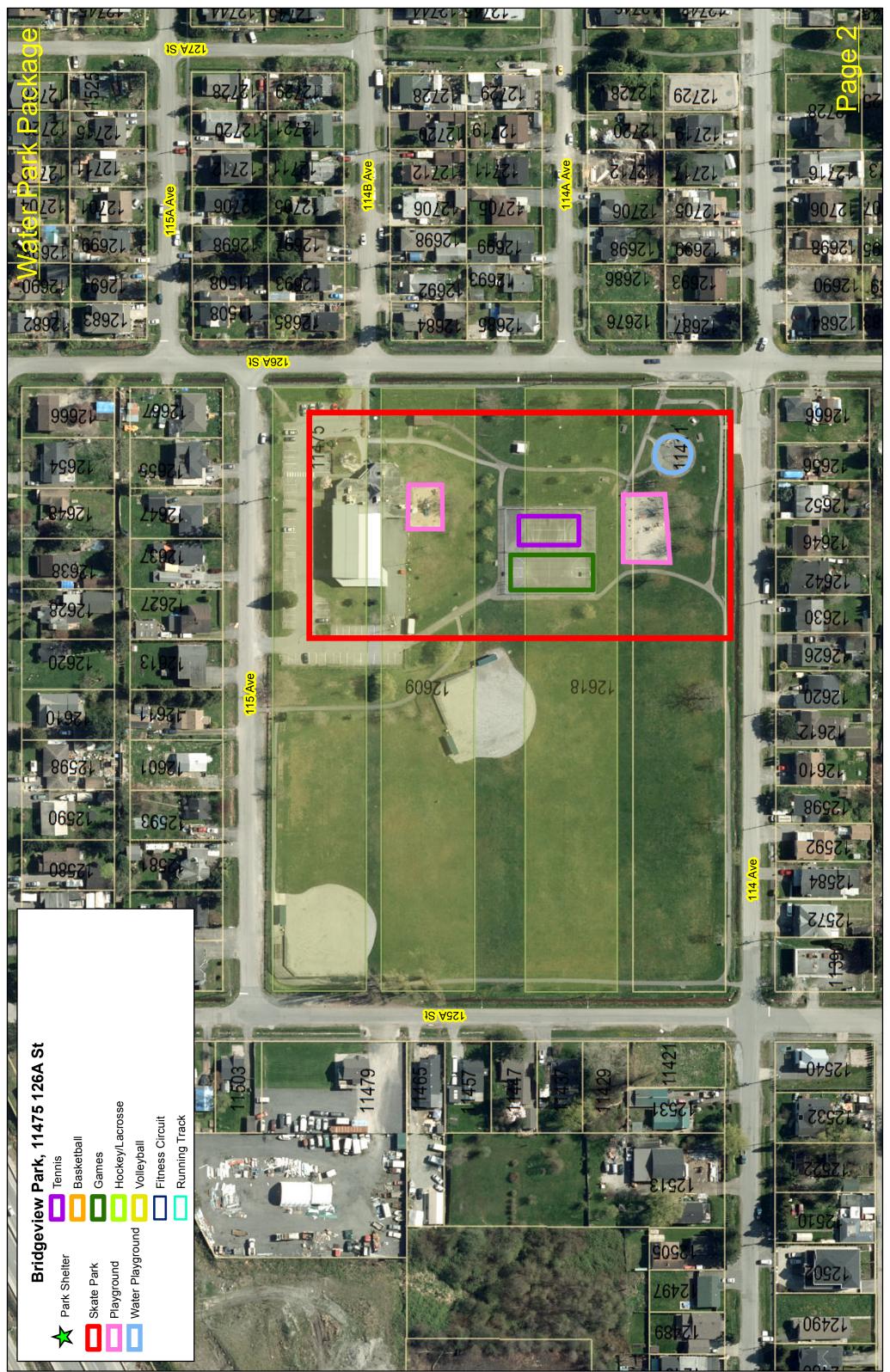




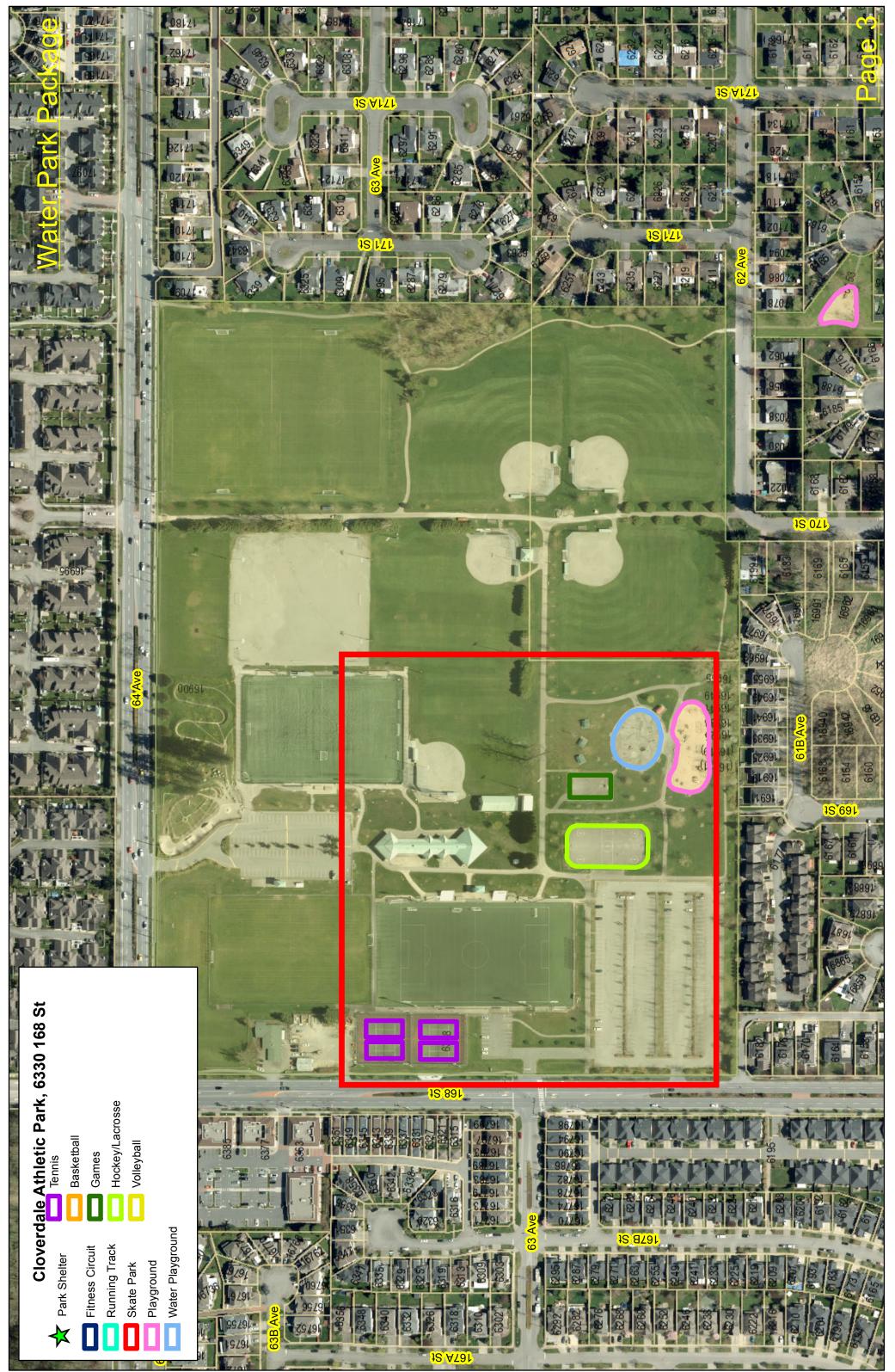


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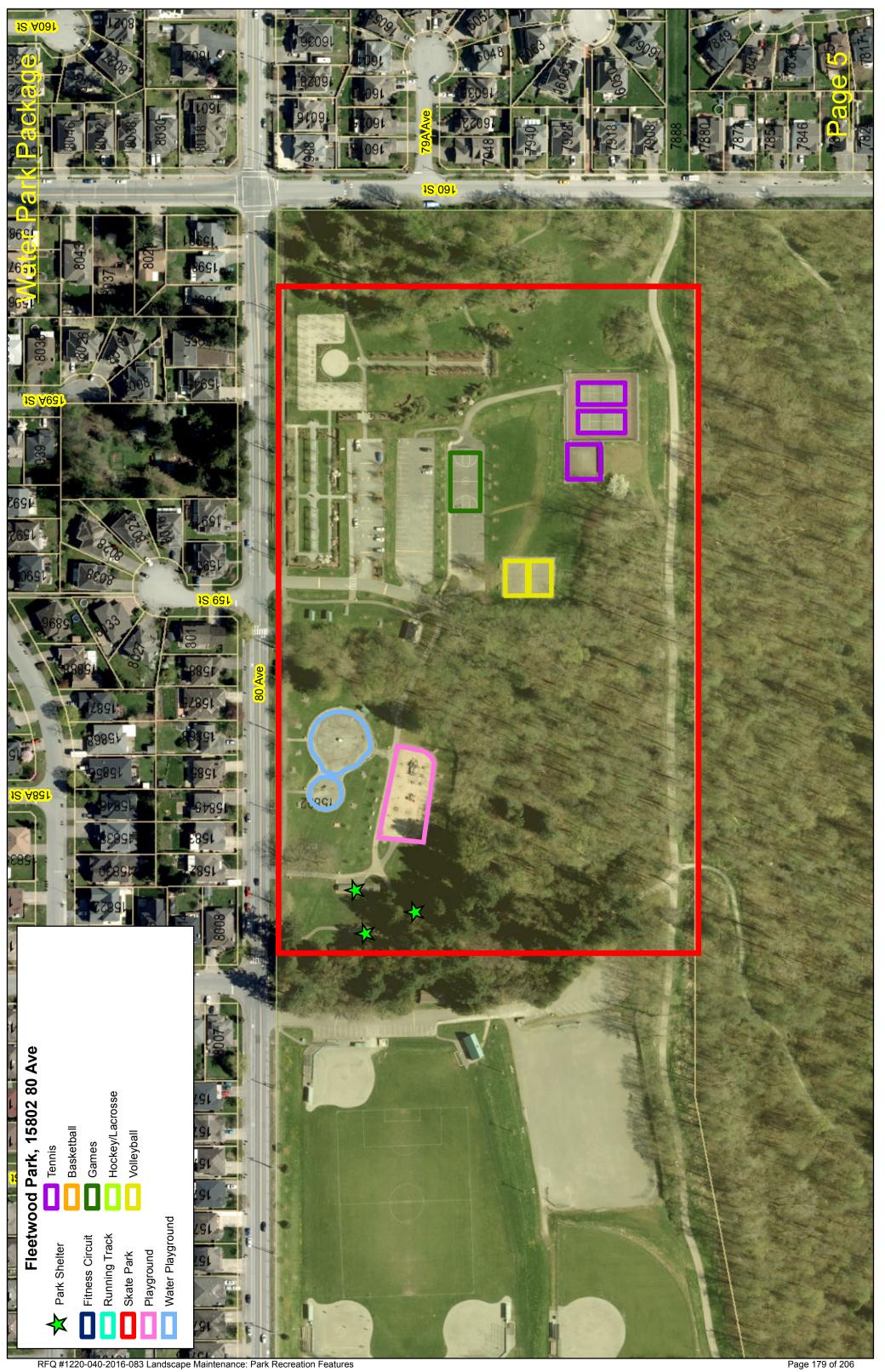


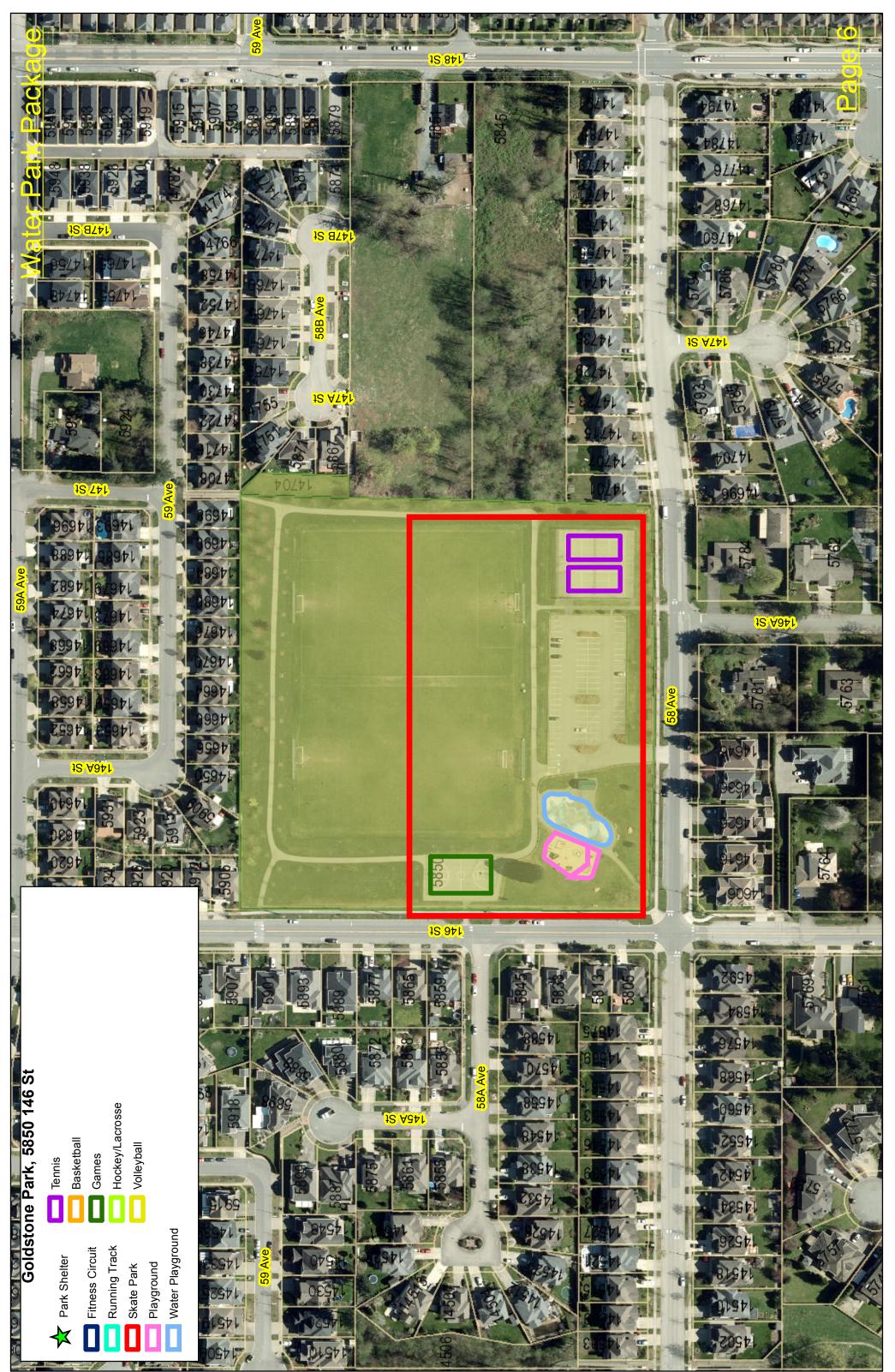


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features

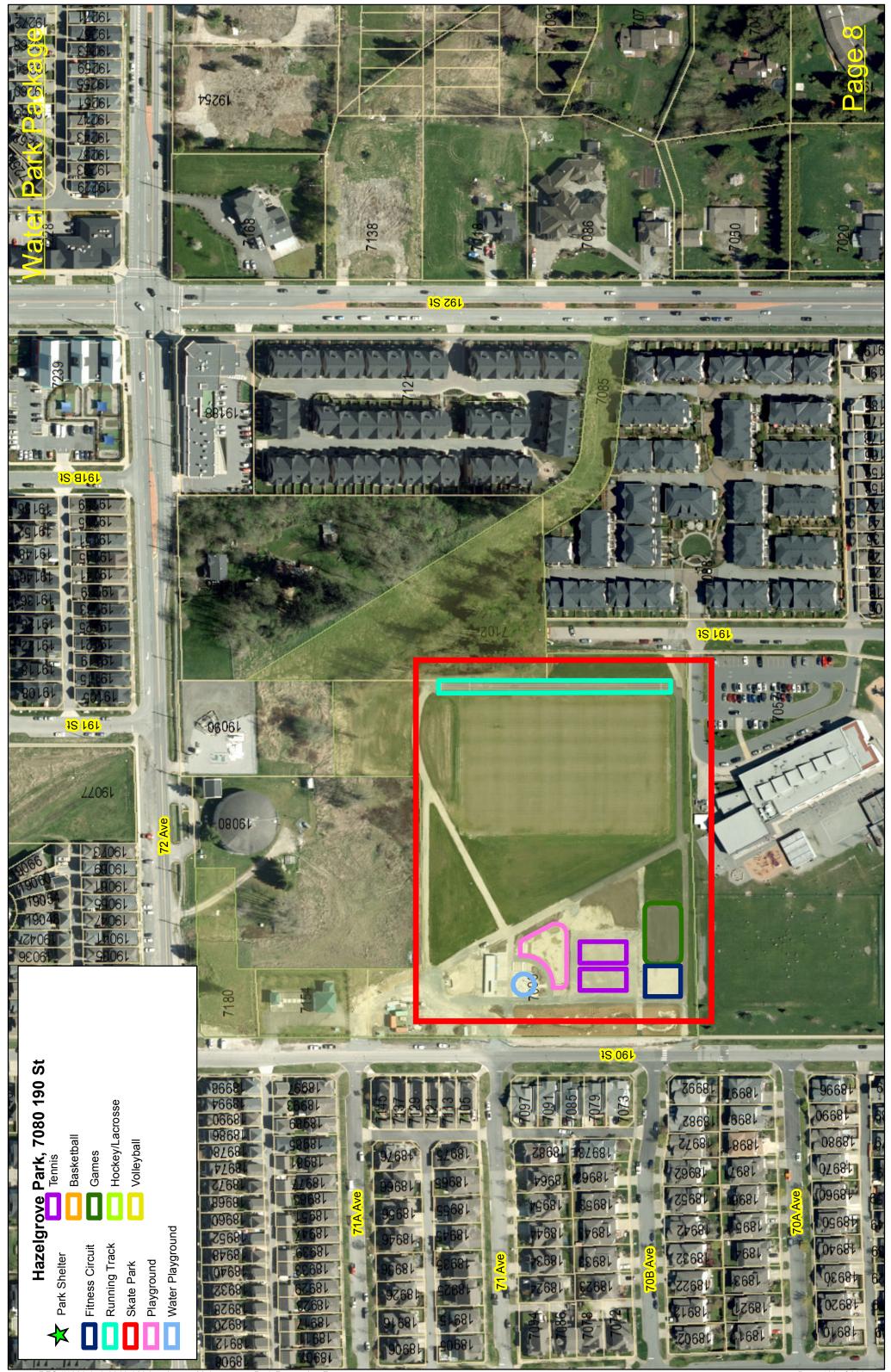




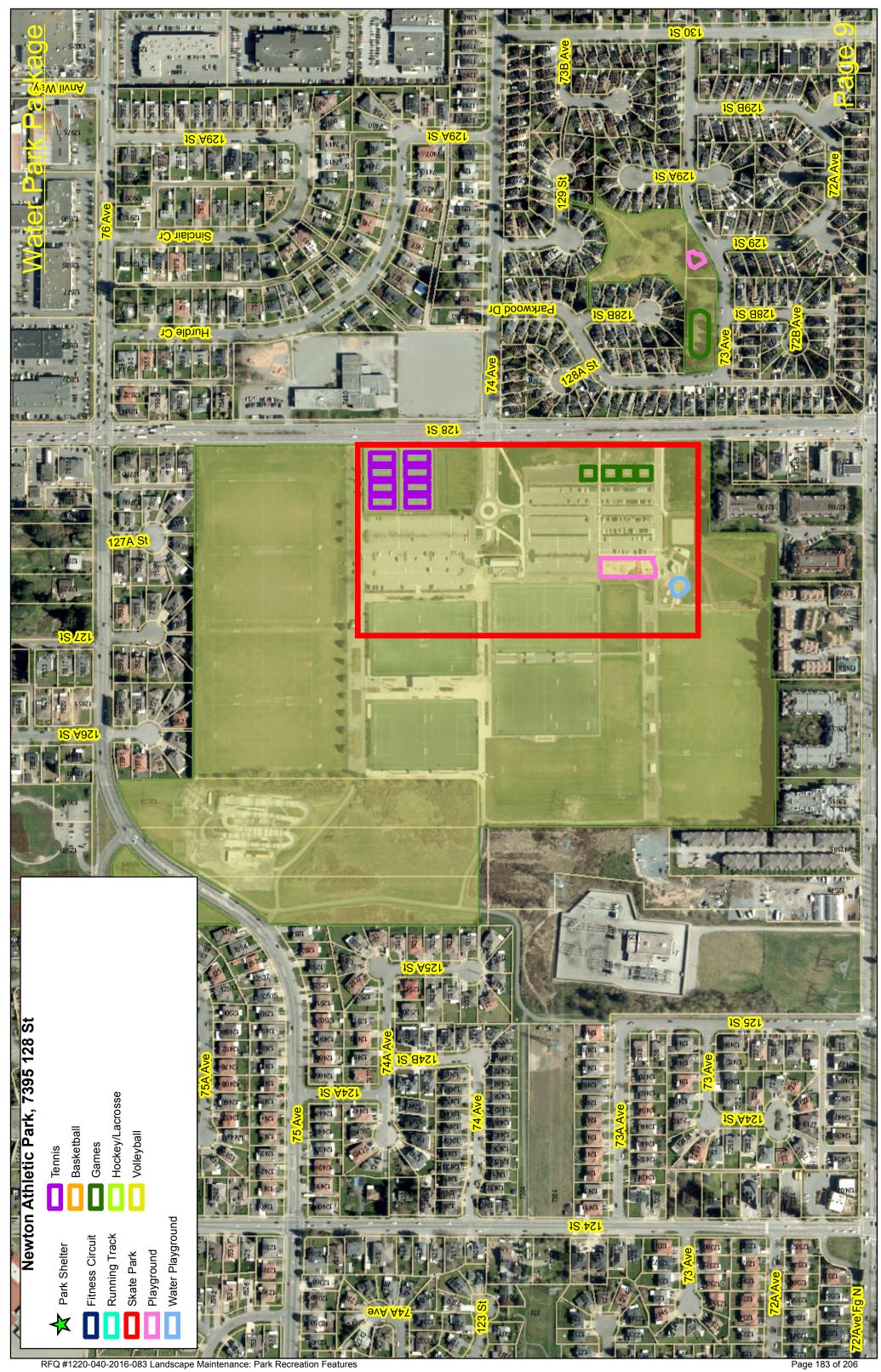




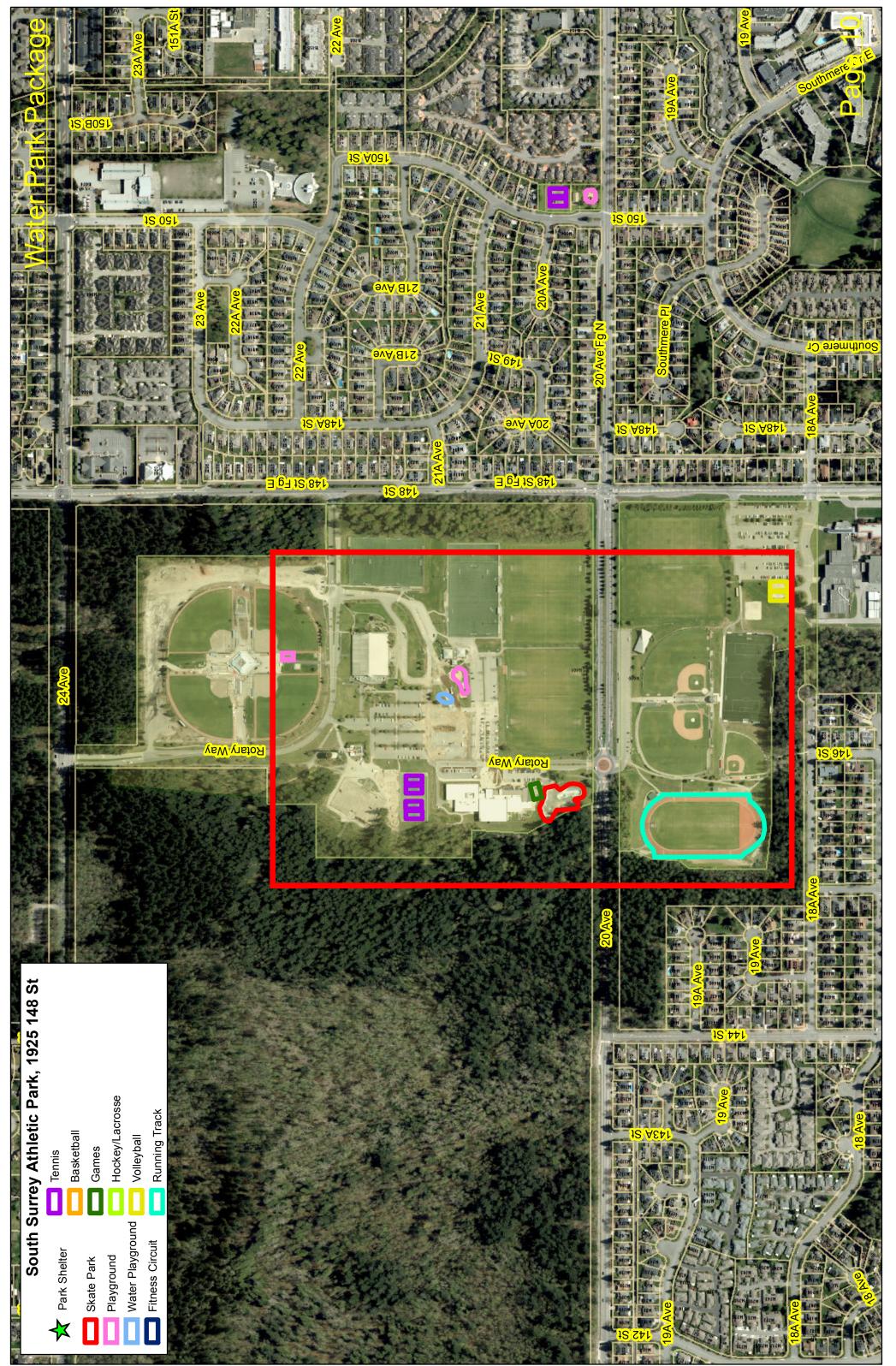


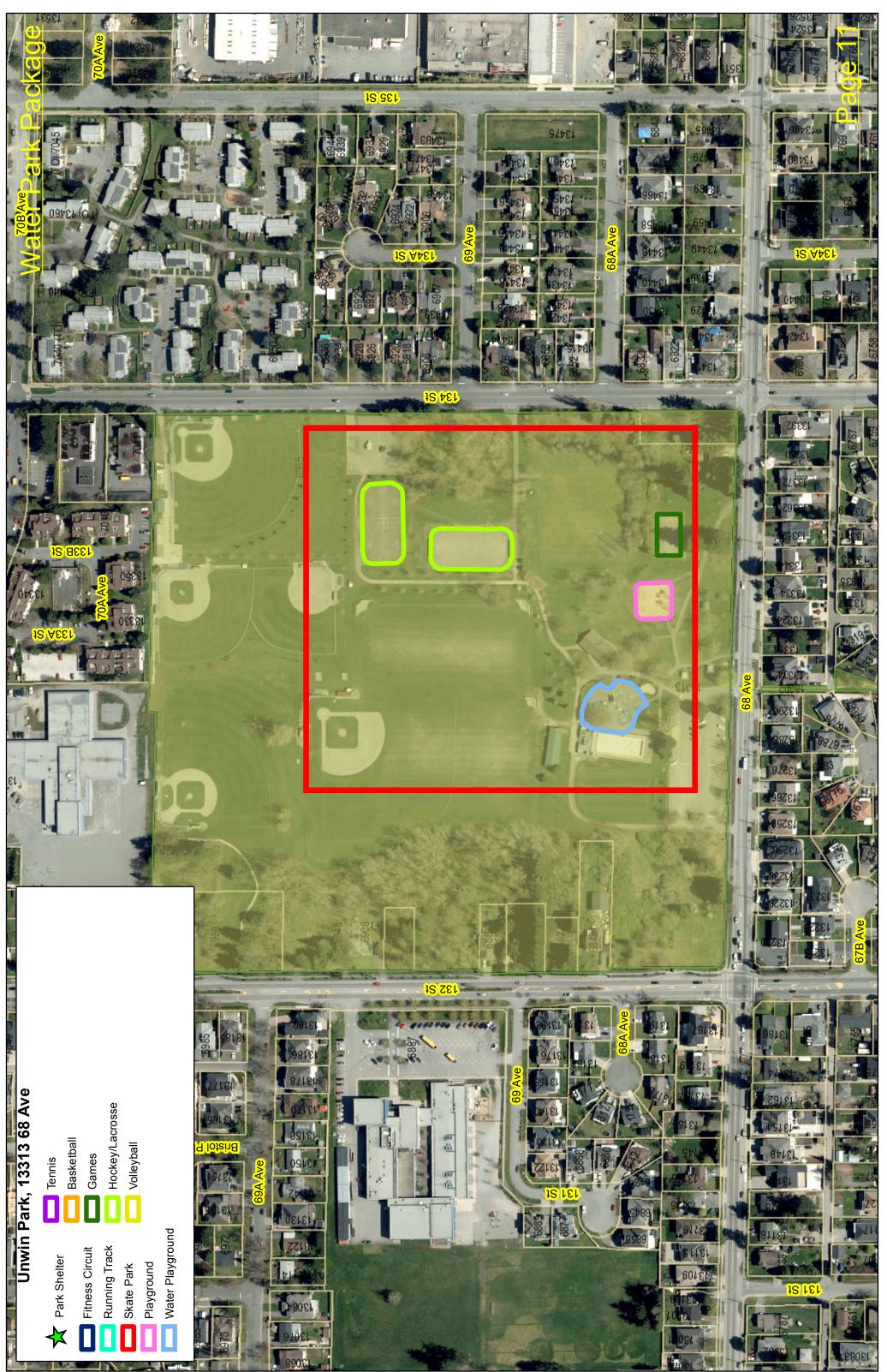


RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



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RFQ #1220-040-2016-083 Landscape Maintenance: Park Recreation Features



### SCHEDULE B – FORM OF QUOTATION

### RFQ Title: LANDSCAPE MAINTENANCE: PARK RECREATION FEATURES

RFQ No: 1220-040-2016-083

#### CONTRACTOR

Legal Name:	
Contact Person and Title:	
Business Address:	
Business Telephone:	
Business Fax:	
Business E-Mail Address:	

### **CITY OF SURREY**

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

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

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

Secti	on Requested Departure(s) / Alternative(s)
	City requires that the successful Contractor have the following in place <b>befor</b> iding the Goods and Services:
(a)	<u>Workers' Compensation</u> Board coverage in good standing and further, if a "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
(b)	Workers' Compensation Registration Number; <u>Prime Contractor qualified coordinator is Name:;</u> and Contact Number:;
(c)	Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website Standard Certificate of Insurance;
(d) (e)	City of Surrey or Intermunicipal <u>Business License</u> : Number; If the Contractor's Goods and Services are subject to GST, the Contractor's <u>GS</u>
(f)	<u>Number</u> is; and If the Contractor is a company, the <u>company name</u> indicated above is <u>registered</u> with the Registrar of Companies in the Province of British Columbia, Canada Incorporation Number
	<sup>t</sup> the date of this Quotation, we advise that we have the ability to meet all of the e requirements <b>except as follows</b> (list, if any):
	Requested Departure(s) / Alternative(s)

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

4.

### SECTION B-1

#### **Changes and Additions to Specifications:**

- 6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:
- 7. I/We have reviewed the RFQ Attachment 1, Schedule A Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

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

-END OF PAGE-

### SECTION B-2

#### Fees and Payments:

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

### TABLE A: SUMMARY OF FEES - Annual Services

ITEM	SERVICE PACKAGES	ANNUAL PACKAGE COST (\$)
А.	Cloverdale	\$
В.	Fleetwood	\$
C.	Guildford	\$
D.	Newton	\$
E.	North Surrey	\$
F.	South Surrey	\$
G.	Water Parks	\$
Н.	SUBTOTAL:	\$
I.	GST (5% of H)	\$
J.	TOTAL:	\$

CLOVERDALE PACKAGE	Low Season High Season						Annual	
PARK SITES (A)	# Services (B)	Unit Cost Per Occurrence (C)	Total Low Season (B x C)	# Services (D)	Unit Cost Per Occurrence (E)	Total High Season (D x E)	Site Cost	
77G - Tot-Lot	11 X	\$	\$	16 X	\$	\$	\$	
78K - Tot-Lot	11 X	\$	\$	16 X	\$	\$	\$	
Adams Road Park	11 X	\$	\$	16 X	\$	\$	\$	
Boothroyd Park	11 X	\$	\$	16 X	\$	\$	\$	
Brooks Crescent Park	11 X	\$	\$	16 X	\$	\$	\$	
Churchland Park	11 X	\$	\$	16 X	\$	\$	\$	
Clayton Park	11 X	\$	\$	31 X	\$	\$	\$	
Clover Ridge Park	11 X	\$	\$	16 X	\$	\$	\$	
Clover Valley Tot-Lot	11 X	\$	\$	16 X	\$	\$	\$	
Cloverdale Athletic Park	11 X	\$	\$	31 X	\$	\$	\$	
Cloverdale Heights Park	11 X	\$	\$	16 X	\$	\$	\$	
Cloverdale Rec	11 X	\$	\$	16 X	\$	\$	\$	
Don Christian Park	11 X	\$	\$	16 X	\$	\$	\$	
East View Park	11 X	\$	\$	16 X	\$	\$	\$	
Greenaway Park	11 X	\$	\$	16 X	\$	\$	\$	
Hazelgrove	11 X	\$	\$	31 X	\$	\$	\$	
Hillcrest Park	11 X	\$	\$	16 X	\$	\$	\$	
Hunter Park	11 X	\$	\$	16 X	\$	\$	\$	
Katzie Park	11 X	\$	\$	16 X	\$	\$	\$	
Magee Park	11 X	\$	\$	16 X	\$	\$	\$	
McKenzie Park	11 X	\$	\$	16 X	\$	\$	\$	
New Cloverdale Youth Park	11 X	\$	\$	31 X	\$	\$	\$	
Old Cloverdale Youth Park	11 X	\$	\$	16 X	\$	\$	\$	
Provinceton Park	11 X	\$	\$	16 X	\$	\$	\$	
Starr Park	11 X	\$	\$	16 X	\$	\$	\$	
Watson Park	11 X	\$	\$	16 X	\$	\$	\$	
Willowbrook Tot-Lot	11 X	\$	\$	16 X	\$	\$	\$	
ANNUAL PACKAGE COST:								

FLEETWOOD PACKAGE	Low Season								
PARK SITES (A)	# Servi (B)	ces	Unit Cost Per Occurrence (C)	Total Low Season (B x C)	# Services (D)		Unit Cost Per Occurrence (E)	Total High Season (D x E)	Annual Site Cost
33C Tot-Lot	11	Х	\$	\$	16	Х	\$	\$	\$
Barry Mather	11	Х	\$	\$	16	х	\$	\$	\$
Bucci Park	11	Х	\$	\$	16	Х	\$	\$	\$
Evergreen Tot-Lot	11	Х	\$	\$	16	х	\$	\$	\$
Fleetwood Comm Centre	11	Х	\$	\$	16	х	\$	\$	\$
Fleetwood Park	11	Х	\$	\$	31	Х	\$	\$	\$
Fleetwood Skate Park	11	Х	\$	\$	31	х	\$	\$	\$
Francis Park	11	Х	\$	\$	31	х	\$	\$	\$
Frost Road	11	Х	\$	\$	16	Х	\$	\$	\$
Maple Green	11	Х	\$	\$	16	Х	\$	\$	\$
Meagan Anne McDougall	11	Х	\$	\$	16	Х	\$	\$	\$
Morningside	11	Х	\$	\$	16	Х	\$	\$	\$
Shannon Park	11	Х	\$	\$	16	Х	\$	\$	\$
ANNUAL PACKAGE COST:									\$

Carry forward annual package costs to Table A: Summary of Fees - Annual Services

GUILDFORD PACKAGE		I	Low Season						
PARK SITES (A)	Services Pe Occurr		Unit Cost Per Occurrence (C)	Total Low Season (B x C)	# Services (D)		Unit Cost Per Occurrence (E)	Total High Season (D x E)	Annual Site Cost
24N Tot-Lot	11 >	x	\$	\$	16	Х	\$	\$	\$
Bonaccord	11 >	x	\$	\$	16	Х	\$	\$	\$
Bothwell	11 >	x	\$	\$	16	Х	\$	\$	\$
Douglas	11 >	x	\$	\$	16	Х	\$	\$	\$
Ellendale	11 >	x	\$	\$	16	Х	\$	\$	\$
Fern Park	11 )	x	\$	\$	16	Х	\$	\$	\$
Fraser Heights	11 >	x	\$	\$	31	Х	\$	\$	\$
Guildford Heights	11 >	x	\$	\$	16	Х	\$	\$	\$
Guildford Skate Park	11 >	x	\$	\$	31	Х	\$	\$	\$
Hjorth Road	11 >	x	\$	\$	16	Х	\$	\$	\$
Holly Park	11 >	x	\$	\$	16	Х	\$	\$	\$
Hummingbird	11 >	x	\$	\$	16	Х	\$	\$	\$
J.R. Douglas	11 >	x	\$	\$	16	Х	\$	\$	\$
North Pointe	11 >	x	\$	\$	16	Х	\$	\$	\$
North Surrey Community	11 >	x	\$	\$	16	Х	\$	\$	\$
Northview Park	11 )	x	\$	\$	16	Х	\$	\$	\$
Port Kells	11 >	x	\$	\$	31	Х	\$	\$	\$
ANNUAL PACKAGE COST:									\$

Carry forward annual package costs to Table A: Summary of Fees - Annual Services

NEWTON PACKAGE			Low Season			High Season		A
PARK SITES (A)	# Servi (B)		Unit Cost Per Occurrence (C)	Total Low Season (B x C)	# Services (D)	Unit Cost Per Occurrence (E)	Total High Season (D x E)	Annual Site Cost
Amelia Adams	11	Х	\$	\$	16 X	\$	\$	\$
Aspen Park	11	х	\$	\$	16 X	\$	\$	\$
Beaver Creek Heights Park	11	Х	\$	\$	16 X	\$	\$	\$
Bob Rutledge Park	11	х	\$	\$	16 X	\$	\$	\$
Boundary Park	11	Х	\$	\$	16 X	\$	\$	\$
Chimney Hill	11	Х	\$	\$	16 X	\$	\$	\$
Dominion	11	Х	\$	\$	16 X	\$	\$	\$
Eastview Trail	11	Х	\$	\$	16 X	\$	\$	\$
Evershine Park	11	Х	\$	\$	16 X	\$	\$	\$
Frank Hurt Park	11	Х	\$	\$	16 X	\$	\$	\$
Goldstone Park	11	х	\$	\$	16 X	\$	\$	\$
Goodrich Park	11	Х	\$	\$	16 X	\$	\$	\$
Hazelnut Meadows Community Park	11	Х	\$	\$	16 X	\$	\$	\$
Heritage Woods Park	11	Х	\$	\$	16 X	\$	\$	\$
Hyland Creek Park	11	Х	\$	\$	16 X	\$	\$	\$
Kennedy Trail	11	Х	\$	\$	16 X	\$	\$	\$
Newton Athletic Park	11	Х	\$	\$	31 X	\$	\$	\$
Newton Community Centre	11	Х	\$	\$	16 X	\$	\$	\$
Newton Senior Exercise area	11	Х	\$	\$	31 X	\$	\$	\$
Nichol Estates	11	Х	\$	\$	16 X	\$	\$	\$
Panorama Park	11	Х	\$	\$	16 X	\$	\$	\$
Panorama Village Park	11	Х	\$	\$	16 X	\$	\$	\$
Parkwood Village	11	Х	\$	\$	16 X	\$	\$	\$
Pioneer Park	11	Х	\$	\$	16 X	\$	\$	\$
R.A. Nicholson	11	Х	\$	\$	16 X	\$	\$	\$
Sullivan Park	11	Х	\$	\$	16 X	\$	\$	\$
Summerwynd Park	11	Х	\$	\$	16 X	\$	\$	\$
T.E. Scott Park	11	Х	\$	\$	16 X	\$	\$	\$

ANNUAL PACKAGE COST:								\$	
West Newton Community Park	11	Х	\$	\$	16	Х	\$	\$	\$
Unwin Park	11	Х	\$	\$	31	Х	\$	\$	\$
Tom Thumb Tot-Lot	11	х	\$	\$	16	Х	\$	\$	\$
Todd Crescent	11	х	\$	\$	16	Х	\$	\$	\$
Tamanawis Park	11	Х	\$	\$	16	Х	\$	\$	\$

Carry forward annual package costs to Table A: Summary of Fees - Annual Services

SCHEDULE B – CONTRACT SERVICES FIXED FEE SCHEDULES
--

NORTH SURREY PACKAGE			Low Season				High Season		Annual
PARK SITES	# Service	es	Unit Cost Per Occurrence	Total Low Season	# Services		Unit Cost Per Occurrence	Total High Season	Site Cost
(A)	(B)		(C)	(B x C)	(D)		(E)	(D x E)	
21C Tot Lot	11	Х	\$	\$	16	Х	\$	\$	\$
Bear Creek Heights	11	Х	\$	\$	16	Х	\$	\$	\$
Bear Creek	11	Х	\$	\$	31	Х	\$	\$	\$
Betty Huff	11	Х	\$	\$	16	Х	\$	\$	\$
Bolivar	11	Х	\$	\$	16	Х	\$	\$	\$
Bridgeview	11	Х	\$	\$	31	Х	\$	\$	\$
Cotton Tail Tot-lot	11	Х	\$	\$	16	Х	\$	\$	\$
Hawthorne	11	Х	\$	\$	31	Х	\$	\$	\$
Holland Park	11	Х	\$	\$	31	Х	\$	\$	\$
Kennedy	11	Х	\$	\$	16	Х	\$	\$	\$
Moffat	11	Х	\$	\$	16	Х	\$	\$	\$
Poplar Park	11	Х	\$	\$	16	Х	\$	\$	\$
Queen Mary	11	Х	\$	\$	16	Х	\$	\$	\$
Robertson Drive	11	Х	\$	\$	16	Х	\$	\$	\$
Robson	11	Х	\$	\$	16	Х	\$	\$	\$
Royal Heights	11	Х	\$	\$	16	Х	\$	\$	\$
Royal Kwantlen	11	Х	\$	\$	31	Х	\$	\$	\$
Surrey Nature Centre	11	Х	\$	\$	16	Х	\$	\$	\$
Tom Binnie	11	Х	\$	\$	31	Х	\$	\$	\$
Whalley Athletic	11	Х	\$	\$	31	Х	\$	\$	\$
William Beagle	11	Х	\$	\$	16	Х	\$	\$	\$

## ANNUAL PACKAGE COST: \$

Carry forward annual package costs to Table A: Summary of Fees - Annual Services

SOUTH SURREY PACKAGE			Low Season			l	High Season		
PARK SITES (A)	# Servi (B		Unit Cost Per Occurrence (C)	Total Low Season (B x C)	# Servic (D)	es	Unit Cost Per Occurrence (E)	Total High Season ( D x E)	Annual Site Cost
Alderwood Park	11	Х	\$	\$	16	Х	\$	\$	\$
Alexandra Tot-Lot (Sullivan Sports Box)	11	Х	\$	\$	16	Х	\$	\$	\$
Bakerview Park	11	Х	\$	\$	31	Х	\$	\$	\$
Bell Park	11	х	\$	\$	16	Х	\$	\$	\$
Blumsen Park	11	х	\$	\$	16	Х	\$	\$	\$
Crescent Beach	11	х	\$	\$	16	Х	\$	\$	\$
Crescent Park	11	х	\$	\$	31	Х	\$	\$	\$
Dufferin Park	11	х	\$	\$	16	Х	\$	\$	\$
Elgin Recreation Centre	11	х	\$	\$	16	Х	\$	\$	\$
Fun Fun Park	11	х	\$	\$	16	Х	\$	\$	\$
Huntington Park	11	х	\$	\$	16	Х	\$	\$	\$
Kensington Prairie Recreation Centre	11	х	\$	\$	16	Х	\$	\$	\$
Meridian By The Sea Park	11	х	\$	\$	16	Х	\$	\$	\$
Morgan Creek Park	11	х	\$	\$	16	Х	\$	\$	\$
Oliver Park	11	х	\$	\$	16	Х	\$	\$	\$
Redwood Park	11	х	\$	\$	31	Х	\$	\$	\$
South Surrey Athletic Park	11	Х	\$	\$	31	Х	\$	\$	\$
Summerhill Park (Tot-Lot)	11	Х	\$	\$	16	Х	\$	\$	\$
Sunnyside Park	11	Х	\$	\$	31	Х	\$	\$	\$
Winter Crescent Park	11	Х	\$	\$	16	Х	\$	\$	\$
						ANN	IUAL PACKAG	GE COST:	\$

Carry forward annual package costs to Table A: Summary of Fees – Annual Services

WATER PARK PACKAGE (A)	# Servi (B)		Unit Cost Per Occurrence (C)	Annual Cost (B x C)
Bear Creek	76	Х	\$	\$
Bridgeview	39	Х	\$	\$
Cloverdale Athletic	76	Х	\$	\$
Erma Stevenson	39	Х	\$	\$
Fleetwood	56	Х	\$	\$
Goldstone	56	Х	\$	\$
Hawthorne	39	Х	\$	\$
Hazelgrove	56	Х	\$	\$
Newton Athletic	56	Х	\$	\$
South Surrey Athletic	76	Х	\$	\$
Unwin	76	Х	\$	\$
	AN	NUAL	PACKAGE COST:	

Carry forward annual package costs to Table A: Summary of Fees – Annual Services

### SECTION B-3

#### Extra Services

9. If added-services are requested by the City of Surrey, the Contractor offers to supply the City of Surrey the extra services for the prices plus applicable taxes as follows:

1	Price per square meter for Playgrounds & Fitness Area Maintenance	\$
2	Price per square meter for Sport Court & Skate Park Maintenance	\$
3	Price per square meter for Picnic Shelter Maintenance	\$
4	Price per square meter for Running Track Maintenance	\$
5	Price per square meter for Running Track Maintenance	\$

#### SECTION B-4

#### Key Personnel & Sub-Contractors:

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

#### **Key Personnel**

Name:	
Experience:	
Dates:	
Project Name:	
Responsibility:	

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

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

### SECTION B-5

#### Experience and References:

13. 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):

14. Contractor's relevant 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.

15. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

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

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

□ Applicable as follows □ Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		Tier 0 or Tier 1	
2		□ Tier 0 or □ Tier 1	
3		Tier or 🗆 Tier 4	
4	$\sim$		
5		- <b>P</b> J-∓ier 0 <del>or −</del> BJ <del>tier 1</del> J	

CONTRACTOR	
/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 Signato
This Quotation is accepted by the City this	_ day of, 201
CITY OF SURREY	
Signature of Authorized Signatory)	(Signature of Purchasing Representative
Print Name and Position of Authorized Signatory)	(Print Name of Purchasing Representative)
Signature of Authorized Signatory)	
Print Name and Position of Authorized Signatory)	

#### ATTACHMENT 2 PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING

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

#### Coordination of multiple-employer workplaces

**118** (1) In this section:

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.:	RFQ #1220-04	-2016-083	
Project Title and Site Location:	Landscape Maintenance: Park Recreation Features		
Prime Contractor Name:	Name of Contr	ictor	
Prime Contractor Address:			
Telephone/Fax Numbers:	Phone:	Fax:	
Name of Person in Charge of Pro	ject:		
Name of Person Responsible for	Coordinating Hea	h & Safety Activities:	
Phone:			
Prime Contractor Signature:		Date:	
Please return a signed copy of Section, 13450 – 104 Avenue, Su		City of Surrey, Finance & Technology Department, Purch bia, V3T 1V8	nasing
If you have any questions, pleas 4658.	se contact the Cit	of Surrey, Manager Occupational Health & Safety at 604	4-591·

#### ATTACHMENT 3 CONTRACTOR HEALTH & SAFETY EXPECTATIONS RESPONSIBILITY OF CONTRACTOR(S)

The City 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 Employee that observes a safety infraction by a contractor performing work for the City 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 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 OHS Orientation or attend the Prime Contractor's Orientation.

#### WORK AREAS – City Facilities

No work by contractors shall occur in any area without prior consent of the Department Representative, or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City 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.

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

#### All Employees & Contractors:

It is everyone responsibility to:

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

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

# A common sense approach usually resolves the issue.



#### **GENERAL RULES**

- 1. For all secured worksites, contracted workers are required to sign in and sign out each day
- (Access cards may be issued a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
- 3. <u>Personal protective equipment</u>, 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. <u>Report any unsafe conditions</u>, 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.
- 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 <u>hazardous materials/controlled products</u> 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 <u>lifting</u> 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.
- 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, <u>BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.</u>

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

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

Authorized Signature:

Name:

(Please Print)

Date:

### ATTACHMENT 4 CONTRACTOR'S ANNUAL WORK PLAN

Contractor: \_ ABC Landscaping Inc. \_

Reference #: 1220-040-2015-777

SITE				
#	PARK	SERVICE LEVEL	SERVICE DAY	START DATE
aa	SamplePark	W/ BW / M	M / T / W / Th / F	March16
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Date Work Plan Received: