



## **REQUEST FOR QUOTATIONS**

**Title:** LANDSCAPE MAINTENANCE – CITY-WIDE ROUGH MOW

**Reference No.:** 1220-040-2016-024

**FOR THE SUPPLY OF GOODS AND/OR SERVICES**

(General Services)

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. ADDRESS FOR DELIVERY .....	3
3. DATE .....	3
4. INQUIRIES.....	4
5. ADDENDA .....	4
6. NO CONTRACT .....	4
7. ACCEPTANCE.....	4
8. CONTRACTOR'S EXPENSES.....	4
9. CONTRACTOR'S QUALIFICATIONS .....	5
10. CONFLICT OF INTEREST .....	5
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	5
12. CONFIDENTIALITY .....	5
13. SIGNATURE .....	5
 ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT .....	6
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES .....	25
SCHEDULE A-1 – LANDSCAPE MAINTENANCE SPECIFICATIONS AND CHECKLIST .....	32
SCHEDULE A-2 – ROUGH MOW SITE LIST WITH MAPS .....	33
SCHEDULE B – QUOTATION .....	99
SCHEDULE C – CONTRACTOR PERFORMANCE ASSESSMENT REPORT .....	107
ATTACHMENT 2 – PRIME CONTRACTOR DESIGNATION.....	110
ATTACHMENT 3 – CONTRACTOR HEALTH & SAFETY EXPECTATION.....	111
ATTACHMENT 4 – WEEKLY LANDSCAPE MAINTENANCE COMPLETION LOG .....	115

## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

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

### 2. ADDRESS FOR DELIVERY

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: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

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) in 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 **April 13, 2016**. 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](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2016-024

#### **5. ADDENDA**

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

#### **6. NO CONTRACT**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender 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 and the purchasing representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email.

#### **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/or 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.

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** LANDSCAPE MAINTENANCE – CITY-WIDE ROUGH MOW

**Reference No.:** 1220-040-2016-024

**FOR THE SUPPLY OF GOODS AND/OR SERVICES**

**TABLE OF CONTENTS**  
**DRAFT QUOTATION AGREEMENT**

1.	DEFINITIONS AND INTERPRETATION .....
2.	GOODS AND/OR SERVICES .....
3.	PROBATIONARY PERIOD .....
4.	INSPECTION AND CORRECTION OF DEFICIENCIES .....
5.	CONTRACTOR'S PERFORMANCE REVIEW .....
6.	SUSPENSION OF WORK.....
7.	TERM .....
8.	TIME .....
9.	FEES .....
10.	PAYMENT .....
11.	USE OF WORK PRODUCT .....
12.	PERSONNEL AND SUBCONTRACTORS .....
13.	LIMITED AUTHORITY .....
14.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION .....
15.	WARRANTIES .....
16.	INSURANCE AND DAMAGES.....
17.	CITY RESPONSIBILITIES .....
18.	DEFICIENCIES.....
19.	DEFAULT AND TERMINATION.....
20.	CURING DEFAULTS .....
21.	DISPUTE RESOLUTION .....
22.	WCB AND OCCUPATIONAL HEALTH AND SAFETY .....
23.	BUSINESS LICENSE.....
24.	GENERAL PROVISIONS FOR GOODS .....
25.	COMPLIANCE .....
26.	JURISDICTION OF COUNCIL AND NON-APPROPRIATION.....
27.	WAIVER.....
28.	APPLICABLE LAW .....
29.	NOTICES.....
30.	MERGER AND SURVIVAL .....
31.	ENTIRE AGREEMENT .....
32.	SIGNATURE .....
33.	FUEL EMISSIONS DATA .....
34.	NON ROAD DIESEL ENGINE EMISSION REGULATION .....
35.	ENUREMENT .....
	SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES .....
	SCHEDULE A-1 – LANDSCAPE MAINTENANCE SPECIFICATIONS AND CHECKLIST .....
	SCHEDULE A-2 – ROUGH MOW SITE LIST WITH MAPS.....
	SCHEDULE B – QUOTATION .....
	SCHEDULE C – CONTRACTOR PERFORMANCE ASSESSMENT REPORT .....

## DRAFT QUOTATION AGREEMENT

Reference RFQ Title: LANDSCAPE MAINTENANCE – CITY-WIDE ROUGH MOW

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

AGREEMENT NO. 1220-040-2016-024

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

**AND:**               \_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*  
(the "**Contractor**")

**WHEREAS** the City wishes to engage the Contractor to provide Goods and/or Services and the Contractor agrees to provide Goods and/or 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) "City's Department Representative" means \_\_\_\_\_;
- (e) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and/or Services under this Agreement;
- (f) "Fees" means the price set out in Section B-2 for the provision of the Goods and/or Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (h) "Indemnities" has the meaning described in Section 15.2;
- (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 7.1; and
- (l) "Year of the Term" as used herein shall mean each twelve-month period commencing on May 1, 2016.



- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
  - (b) Addenda (if any);
  - (c) the RFQ; and
  - (d) other terms, if any, that are agreed to by the parties in writing.
- 1.3 The following attached Schedules are a part of this Agreement:
- Schedule A – Specifications of Goods & Scope of Services;  
Schedule A-1 – Landscape Maintenance Specifications and Checklist;  
Schedule A-2 – Rough Mow Site List with Maps;  
Schedule B – Quotation; and  
Schedule C – Contractor Performance Assessment Report.

## **2. GOODS AND/OR SERVICES**

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

### **3. PROBATIONARY PERIOD**

- 3.1 Notwithstanding anything to the contrary contained in this Agreement, 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 Agreement may be terminated at the sole discretion of the City.
- 3.2 The City reserves the right to extend the probationary period when insufficient data exists to determine acceptance of the Contractor.

### **4. INSPECTION AND CORRECTION OF DEFICIENCIES**

- 4.1 The City, using the form referred to in Schedule C – Contractor Performance Assessment Report ("CPAR"), will inspect the Contractor's performance of the Services and for that purpose may enter into any place or premises where there is an undertaking of the Services to carry out inspections of the Services and to review whether the Services provided by the Contractor is adequate in all respects and in conformity with the requirements. If, in the opinion of the City, the Contractor is not meeting the requirements of the Agreement then, on written notice from the City, the Contractor will proceed without delay to institute corrective measures.
- 4.2 The City is not required to undertake any inspections, and any inspections shall 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.
- 4.3 Performance evaluations noting deficiencies in the Agreement specifications will be provided to the Contractor on a monthly basis. The deficiency for a Service must be corrected within 24 hours.
- 4.4 The City shall make the final decision as to whether or not any Service has been satisfactorily performed.
- 4.5 If it is determined that the Service has not been properly performed as intended, the Contractor must make the necessary changes.
- 4.6 Failure to correct a deficient item of the Services or other requirements of the Agreement within the established time period, or four (4) rough mow deficiency notices in a thirty (30) day period, and in accordance with the Agreement requirements shall constitute a valid deficiency claim and cause the City to issue a written notice to the Contractor. The notice shall describe each item of the Service that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, the City shall notify the Contractor of dates of all previous valid deficiency claims issued under the Agreement and describe the consequences should additional valid deficiency claims be issued. Issuance of four (4) valid deficiency claims in a sixty (60) day period or a total of eight (8) valid deficiency claims in a three (3) month period will be grounds for the City to declare the Contractor in default and cancel the Agreement.

## **5. CONTRACTOR'S PERFORMANCE REVIEW**

- 5.1 The Contractor agrees that upon completion of the Services, or the termination of the Agreement, that:
- (a) the Contractor's work performance will be evaluated by the City using the form referred to in Schedule C – Contractor Performance Assessment Report;
  - (b) the City shall liaise with the Contractor in completing the Report although the City reserves the ultimate right to complete the Report (other than the Contractor's comments); and,
  - (c) the City may use this Report for evaluation of the Contractor's performance in the assessment of future procurement opportunities.
- 5.2 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 Report.

## **6. SUSPENSION OF WORK**

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

## **7. TERM**

- 7.1 The Contractor will provide the Goods and/or Services for the period commencing on May 1, 2016 and terminating on April 30, 2018 (the "Term").
- 7.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed three (3) additional twelve (12) month periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

## **8. TIME**

- 8.1 Time is of the essence.

## **9. FEES**

- 9.1 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/or Services and the Contractor will not be entitled to receive any additional payment from the City.

- 9.2 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.
- 9.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of two (2) years 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.

## **10. PAYMENT**

- 10.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit two (2) invoices, for the months of May and July, to the City requesting payment of the portion of the Fees relating to the Goods and/or Services provided in the months of May and July. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the months of May and July of all employees of the Contractor that have performed Services during the months of May and July; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and/or Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 10.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 10.3 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
- 10.4 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 10.6 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.

## **11. USE OF WORK PRODUCT**

- 11.1 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.

## **12. PERSONNEL AND SUBCONTRACTORS**

- 12.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 12.2 The Contractor will provide the Goods and/or Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 12.3 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.
- 12.4 Except as provided for in Section 12.2, 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.
- 12.5 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.

## **13. LIMITED AUTHORITY**

- 13.1 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/or 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/or Services. Every vehicle used by the Contractor in the course of providing the Goods and/or Services shall identify the Contractor by name and telephone number.

- 13.2 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/or Services and may not delegate or assign any Services to any other person except as provided for in section 12.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

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

- 14.1 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/or Services.
- 14.2 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.
- 14.3 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.

#### **15. WARRANTIES**

- 15.1 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.



- 15.2 The Contractor warrants and guarantees that Goods and/or 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/or Services supplied under this Agreement.

## **16. INSURANCE AND DAMAGES**

- 16.1 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.
- 16.2 The indemnities described in Sections 15.2, 16.1 and 22.3 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.
- 16.3 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.

- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **17. CITY RESPONSIBILITIES**

- 17.1 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/or 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.
- 17.2 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.
- 17.3 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.



## **18. DEFICIENCIES**

- 18.1 The City shall have a reasonable time to inspect and to accept the Goods and/or 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.
- 18.2 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.

## **19. DEFAULT AND TERMINATION**

- 19.1 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.
- 19.2 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.
- 19.3 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/or 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/or Services other than the work which is reasonably required to complete the Goods and/or Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and/or Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and/or 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/or Services not performed or other profit opportunities.
- 19.4 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 five (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.
- 19.5 If the City terminates this Agreement as provided by Section 19.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and/or Services;
  - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and/or Services;
  - (c) set-off the total cost of completing the Goods and/or Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and/or Services pay to the Contractor any balance remaining; and
  - (d) if the total cost to complete the Goods and/or Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **20. CURING DEFAULTS**

- 20.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon five (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.

## **21. DISPUTE RESOLUTION**

- 21.1 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.
- 21.2 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.
- 21.3 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 seven (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.

- 21.4 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.

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

- 22.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.

- 22.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 22.6 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.
- 22.7 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.

### **23. BUSINESS LICENSE**

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

### **24. GENERAL PROVISIONS FOR GOODS**

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

"Upon arrival, please contact customs broker:  
Livingston International Inc.  
Telephone: +1-604-685-3555  
Fax: +1-604-605-8231  
Email: cst19@livingstonintl.com"

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

### **25. COMPLIANCE**

- 25.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 25.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have

verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

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

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

## **27. WAIVER**

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

## **28. APPLICABLE LAW**

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

## **29. NOTICES**

- 29.1 Any notice, report or other document that either party may be required or may wish to give to the other 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.
- 29.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

### **30. MERGER AND SURVIVAL**

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

### **31. ENTIRE AGREEMENT**

- 31.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and/or 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/or Services.
- 31.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

### **32. SIGNATURE**

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

### **33. FUEL EMISSIONS DATA**

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



### 34. NON ROAD DIESEL ENGINE EMISSION REGULATION

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

**35. ENUREMENT**

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

**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:

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

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

**CONTRACTOR**

by its authorized signatories:

\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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



## **SCHEDULE A**

### **SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

#### **1.0 SCOPE OF SERVICES**

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

#### **2.0 STANDARD OF WORK**

- 2.1 All work shall be performed in a professional manner and in accordance with good trade practice based on the *BC Landscape Standard*, and must be continually acceptable to the City.
- 2.2 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability for work completed.

#### **3.0 GENERAL REQUIREMENTS**

- 3.1 The Contractor shall immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage to the facility and/or to protect facility visitors from injury. After regular working hours (7:00 am to 3:30 pm), emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.
- 3.2 Smoking is not permitted in any City park or building.
- 3.3 The Contractor's employees may not use City property for personal use.

#### **4.0 SCHEDULE**

- 4.1 The rough mow services include two (2) complete mowing cycles per year. Each rough mowing services cycle is to be completed within the specified time period from the date of commencement. All areas indicated on the maps as specified in Schedule A-2 are to be cut completely. A mowing cycle will be considered complete when all litter, mowing and hand trimming services are completed to the satisfaction of the City.
- 4.2 The two (2) rough mowing cycles are:
- (a) First rough mow cycle is set as May 1<sup>st</sup> – May 31<sup>st</sup> 2016, unless otherwise agreed to by the City; and
  - (b) Second rough mow cycle is set as July 15<sup>th</sup> – August 15<sup>th</sup> 2016, unless otherwise agreed to by the City.

- 4.2 All aspects of litter, mowing and other related maintenance work at each site is to be completed as one consecutive operation on the same day and/or next consecutive morning. If the work scheduled cannot be met or an additional day(s) is required, the Contractor must notify the City's Department Representative and provide an alternative schedule for approval.
- 4.2.1 Failure to notify the City in writing and/or provide an alternative schedule for approval may result in a deficiency notice and may result in a \$100 fine per occurrence.**
- 4.3 The Contractor may not change the regular maintenance schedule due to their work force issues.
- 4.4 Mowing shall be performed only during the hours of daylight Monday through Friday from 7:00am to 5:30pm or as otherwise directed by the City.
- 4.5 The City reserves the right to increase or decrease the number of rough mowing services for any geographic location. There shall be no penalty or additional cost to the City for any reduction in the amount of work required. If the City requires an additional site to be serviced, the pricing will coincide with the unit cost for added sites, as set out in Schedule B.

## **5.0 CONTRACTOR'S ROLES AND RESPONSIBILITIES**

- 5.1 Subject to any limitation set forth herein, the Contractor shall have complete control of the landscaping services and shall effectively direct and supervise all work and activities associated herewith, using its best skill and attention, and shall be solely responsible for all safety, methods, techniques, sequences and procedures and for coordinating parts of the Services.
- 5.2 The Contractor shall:
- (a) carry out its obligations and duties and provide the rough mow Services as specified and in accordance with Schedule A-1 Landscape Maintenance Specifications and Checklist with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of the Agreement and at all times act in accordance with all applicable professional standards, principles and practices;
    - i. **Failure to provide, complete and/or report one or more of the duties listed within Schedule A-1, Landscape Maintenance Specifications and Checklist may result in a deficiency notice per incident.**
  - (b) provide all labour, materials, tools, equipment, transportation, hauling, dumping, and all other items necessary for the proper performance of the Services as specified herein;
  - (c) provide a supervisor, who will be responsible for the overall management and coordination of the Services;

- (d) perform the Services at such times as are directed or required by the City;
- (e) have regard to such requirements as may be conveyed to it by the City's Department Representative and shall comply with all reasonable directions of the City's Department Representative;
- (f) obtain and maintain any permits that are required; and
- (g) not use the City's name for any advertising or referencing purposes without the expressly written approval of the City's Department Representative.

## **6.0 PERSONNEL**

- 6.1 The Contractor will supply sufficient labour plus provide all necessary supervision to adequately perform the Services and meet the schedule(s) & time lines.
- 6.2 The Contractor's personnel who will perform the Services should meet the following preferred qualifications and standards:
  - (a) Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
  - (b) Should be licensed to operate said equipment; and
  - (c) Should be able to speak, read and write in the English language.
- 6.3 The Contractor shall be responsible for all administrative functions and resources related to its personnel.
- 6.4 The Contractor should designate an individual to serve as the primary point of contact to oversee the Agreement. The Contractor should provide contact information that includes contact availability for 24 hours per day, seven (7) days per week, in case of an emergency or in case the City otherwise needs to contact the Contractor outside of the approved schedule.
- 6.5 The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the work area(s). The Contractor will meet with the City to consider the appropriate course of action with respect to such matter and the Contractor should take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the work area(s).

## **7.0 CLOTHING / IDENTIFICATION**

- 7.1 The Contractor's employees attire will be subject to approval of the City. Acceptable attire is defined as a clean, long or short-sleeved (no sleeveless, smocks or tank tops) shirt, worn with pants (no mid-calf, Bermuda or short pants) that provide a professional appearance. The Contractor is responsible for all aspects of attire worn by its employees.
- 7.1.1 There may be a deduction of \$100 per occurrence plus a deficiency notice issued for any day when the Contractor's attire does not meet the City requirements.**

## **8.0 COMMUNICATION**

- 8.1 The Contractor should be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations should be followed up with written communication. Minimally, the Contractor shall provide a contact number and answering service available 24 hours a day, seven (7) days a week in order to receive service requests from City staff.
- 8.2 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 the Agreement, the Contractor shall notify the City immediately in writing and by telephone.
- 8.2.1 Failure to notify the City in writing immediately may result in a deficiency notice for each missing week and may result in a \$100 fine per occurrence.**
- 8.3 The Contractor should submit the Weekly Landscape Maintenance Completion Log, as described in Attachment 4, identifying start and end times of each range of Services per site per day, to be submitted to the City's Department Representative on a weekly basis by email.
- 8.3.1 Failure to submit the Weekly Landscape Maintenance Completion Log may result in a deficiency notice and may result in a \$100 fine for each missing week.**

## **9.0 CONTRACTORS VEHICLE AND EQUIPMENT**

- 9.1 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and mowing equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information.
- (a) Equipment used must have safety features and accessories, as to continually meet all current WCB regulations and/or laws.
- 9.2 All mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower.
- (a) Chains shall be a minimum of 5/16 inch in size and links spaced side by side around the mower's front, sides and rear.
- (b) Chains shall be spaced no less than twelve (12) strands per foot and shall be laced horizontally one row from the bottom with ¼" steel cable secured by cable clamps on each end.
- (c) When sitting on level ground, at a level cutting height of seven (7) inches, the chains shall be long enough to drag the ground.
- (d) Flaps or semi-rigid guards may be allowed as a substitute for chains.
- 9.4 All of the Contractor's vehicles and mowing equipment used in the performance of the Services shall be identified on both sides with the full company name, telephone number and ID/ unit number. This must be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City,

identifying the Contractor as a City Contractor. This shall not replace the company identification on the sides of vehicles and equipment.

- 9.5 All of the Contractor's vehicles and mowing equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, flashing amber lights or other necessary warning systems.
- 9.6 The driving speed for the Contractor's vehicles and mowing equipment through City parks will be at a maximum of 15 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. The Contractor's mowing equipment operators shall maintain good safety and driving records, and use extreme caution during mowing.
- 9.7 Operator mounted mowing equipment and tractors must be equipped with low-pressure floatation tires designed for use on turf.
- 9.8 In case of equipment failure the Contractor will notify the City of the failure immediately and reschedule that week's Service to be completed within two (2) days of said failure upon approval of the City.
- 9.9 A list of vehicles and mowing equipment used for all Services must be submitted to the City's Department Representative two (2) weeks prior to annual services commencing, providing the make, model, colour, unit number and license plate number. As additional vehicles and mowing equipment are added for any Services, the Contractor should provide the City with the updated information.
- 9.9.1 Failure to submit a complete list of vehicles and mowing equipment, or update the City with any changes, may result in a deficiency notice and may result in a \$100 fine per week overdue.**
- 9.9.2 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 the above requirements.**

## **10.0 PARK SECURITY**

- 10.1 Any park gates/bollards opened for access into a City park site must be immediately replaced and secured after entrance, then reopened and resecured again when exiting the park. The Contractor will be liable for any damages resulting from not replacing a bollard or securing a bollard or gate properly. Any claims related to unreplaced or unsecured bollards or gates will be the Contractor's responsibility.
- 10.1.1 Failure to securely replace a bollard or secure a gate upon immediate entry/exit into or out of a City park may result in a deficiency notice and may result in a fee of \$100 per incident.**

## **11.0 GATE KEYS**

- 11.1 The Contractor will be issued the necessary gate key/FOBSs. In no case shall the Contractor make duplicates of any City issued key/FOBSs.

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

**11.2.1 Failure to return keys/FOBS to the City's Department Representative within three (3) working days of completion or termination of the Agreement may result in a fee of \$100 per day.**

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

**11.3.1 The Contractor shall be responsible for the cost of replacing any lost, stolen or unaccounted keys/FOBS, including re-keying doors, gates or locks.**

**11.3.2 Not reporting lost keys/FOBS to the City within 24 hours may result in a deficiency notice and may result in a \$100 fine.**

## **12.0 NON INTERFERENCE**

12.1 The Contractor will not interfere with the public use of any 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 City public rights-of-way.

12.2 In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and/or pedestrians must be removed, barricaded or clearly and safely marked.

## **13.0 SIGNAGE**

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

## **14.0 LOST PROPERTY**

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

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

## **15.0 INCLEMENT WEATHER**

15.1 While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the

delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor should not perform any suspended work without written authorization from the City.

- 15.2 While work is suspended due to inclement weather conditions, the Contractor should maintain readiness to resume work when conditions again become favorable enough to proceed.
- 15.3 If the Contractor deems work cannot be completed as scheduled due to inclement weather, the Contractor must contact the City within 24 hours and provide an alternative work plan for approval.
- 15.3.1 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 fine per incident.**
- 15.4 In the case of extreme weather situations resulting in extensive landscape damage and/or required remediation (e.g. wind storm resulting in heavy branch/vegetative debris) that the Contractor believes to be outside of the Scope of Services, the onus is on the Contractor to contact the City and discuss possible options. The City's Department Representative shall make the final decision as to whether or not the resulting damage and/or required remediation/removal is within the Scope of Services.

## **16.0 ENVIRONMENTAL PROTECTION**

- 16.1 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.



**SCHEDULE A-1  
LANDSCAPE MAINTENANCE SPECIFICATIONS AND CHECKLIST**

**A. LAWN AREAS:**

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

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

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

2. **Litter Control:** On each visit the Contractor shall be responsible for the collection and removal of all non-vegetative litter debris from all lawn areas within the contracted site, before and after completing the rough mow service. All material is to be disposed of off-site in an acceptable manner.
3. **Trimming:** All drainage lids, trees, posts, rocks, signs, curbs and expansion joint, fence lines, pathways, sidewalks and expansion joints, and all other hard surfaces, and ground level objects to be neatly hand trimmed, performed concurrently with the rough mowing operation, with no scalping of turf or damage to bark of trees or finish of objects. Preventative measures must be taken to ensure that no damage is caused by the Contractor's equipment to trees, sprinkler heads, monuments or other ground level or above grade fixtures. Where applicable, roadside ditch grass is to be maintained at a maximum of four (4) inches in height.

**B. REPORTING:**

1. **Reports:** The Contractor shall turn in a copy of the Weekly Landscape Maintenance Completion Log to the City each week, on a mutually agreed upon day. The completion log must be signed to acknowledge full completion of the Services and must include the start and end time of all on-site Services. The completed log shall be dated and contain the name and signature of the Contractor's representative for the work at the site. Additional observations or concerns must also be recorded included in the weekly report.

**Failure to provide the City with the weekly report by the mutually agreed upon day may result in a deficiency notice and may result in a \$100 fine per incident.**



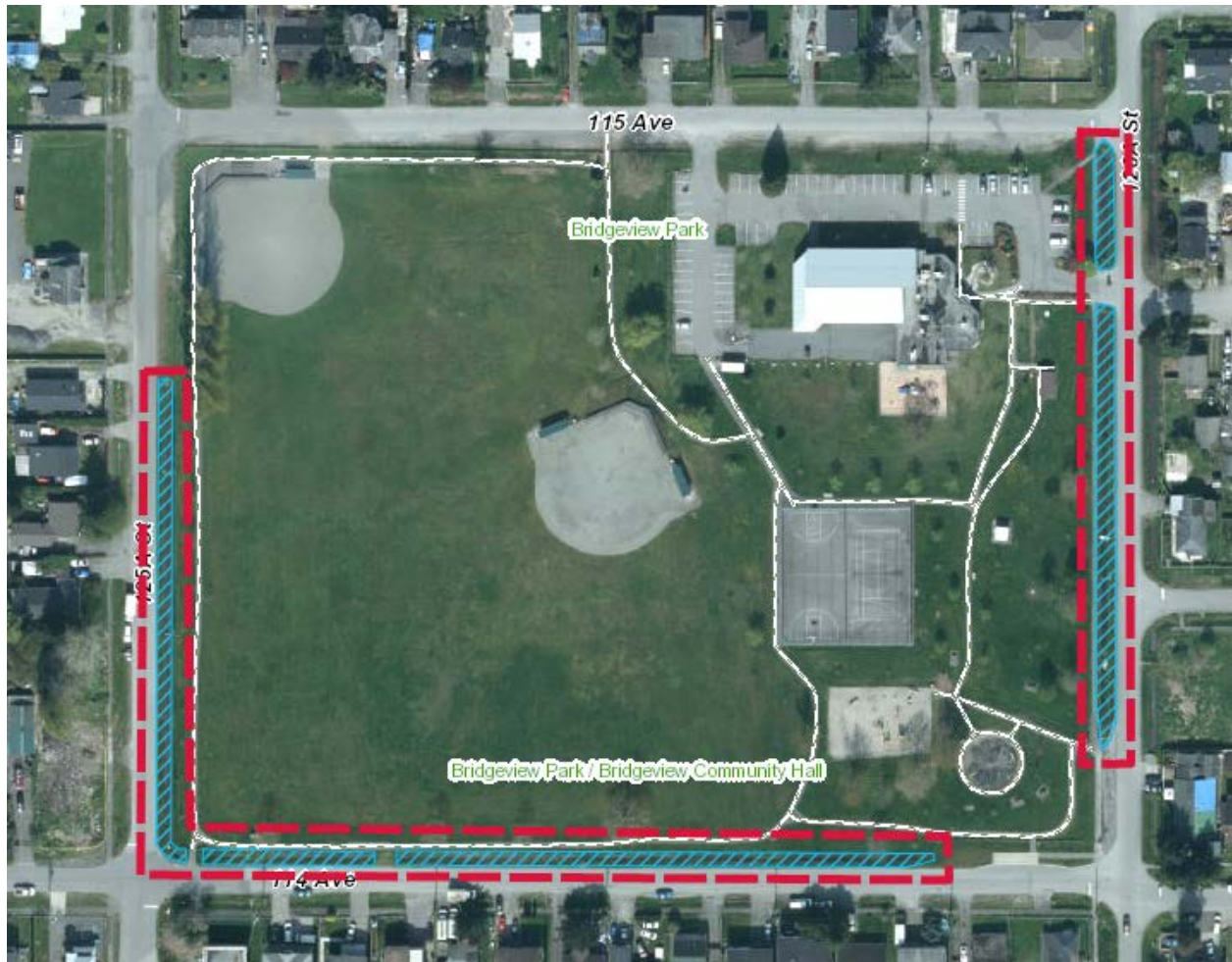
## SCHEDULE A-2 ROUGH MOW SITE LIST WITH MAPS

Site #	Map #	New Name	Street Address	M <sup>2</sup>	Notes
1	0	Bridgeview Park	12618 114A Street	1,730	Ditches along 126A St, 114 Ave and 125A St
2	2	2B Greenbelt	14248 Currie Drive	2,402	14248 Currie Drive - Meadow
3	4	Fraser View Park	15995 113 Avenue	2,799	15995 113 Avenue - Meadow
4	11	Royal Kwantlen Park	13035 104 Avenue	1,283	Along Old Yale Road, North of 104 Ave - Ditch
5	12	12B Utility ROW	14130 Park Drive	3,034	14130 Park Drive - Meadow
6	12	12D Utility ROW	14047 108 Avenue	5,675	14047 108 <sup>th</sup> Avenue - Meadow
7	12	12G Utility ROW	10646 140A Street	16,166	Utility ROW between 106 Ave and 108 Ave - Multi-use Pathway
8	12	12H Utility ROW	10583 140B Street	8,922	Utility ROW between 104 Ave and 106 Ave - Multi-use Pathway
9	12	12J Greenbelt	14139 Park Drive	1147	14139 Park Drive - Meadow
10	15	15O Greenbelt	10474 164 Street	1,626	10474 164 Street - Meadow
11	22	22B Utility ROW	13906 100 Avenue	2765	Utility ROW between Fraser Highway and 100 Ave - Multi-use Pathway
12	22	22D Utility ROW	13961 100A Avenue	20,908	Utility ROW between 100 and 102 Ave, west of 140 Street - Multi-use Pathway
13	30	30E Utility ROW	12719 88 Avenue	27,408	Utility ROW between 126 St and 128 St, north of 88 Ave - Multi-use Pathway
14	31	31E Utility ROW	13400 92 Avenue	31,015	Utility ROW between 132 St and 134 St, south of 92 Ave - Multi-use Pathway
15	31	31H Utility ROW	9056 Prince Charles Boulevard	19,083	Utility ROW between 128 St and 132 St, north of 88 Ave - Multi-use Pathway
16	32	32A Greenbelt	9321 Kenmore Drive	5,787	South of 94A Ave @ 138 St extending to Kenmore Drive - Meadow/ Multi-use Pathway
17	32	32B Utility ROW	9356 138A Street	4,759	Utility ROW between 138 A St and 140 St, north of 93A Ave - Multi-use Pathway
18	32	32D Utility ROW	9238 King George Highway	7,707	East of KGB, north of 92 Ave - Utility ROW
19	33	33A Utility ROW	9522 148 Street	10,459	Utility ROW between 148 St and 150 St, north of 95 Ave - Multi-use Pathway
20	34	34A Utility ROW	15343 95 Avenue	19,716	Utility ROW between 152 St and 156 St, north of 95 Ave (Omit detention ponds) - Multi-use Pathway
21	34	34B Utility ROW/ 34K Greenbelt	9529 160 Street	16,220	Utility ROW between 156 St and 159A St, north of 95 Ave (Omit detention ponds) - Multi-use Pathway
22	35	35A Utility ROW	9520 160 Street	5,938	Utility ROW between 159A St and 161 St (Omit detention ponds) - Multi-use Pathway
23	35	35B Utility ROW	9541 162A Street	6,712	Utility ROW between 161 St and 162A St, north of 95 Ave (Omit detention ponds) - Multi-use Pathway
24	35	35C Utility ROW	9527 164 Street	7,603	Utility ROW between 162A St and 164 St, north of 95 Ave - Multi-use Pathway
25	40	Serpentine Greenway	12578 80 Avenue	4,431	Serpentine Greenway / Hydro ROW
26	41	41A Greenbelt	8613 132 Street	5,462	8613 132 Street - Parkland
27	41	41D Utility ROW	13451 85 Avenue	3,616	13451 85 Ave (Omit detention pond) - Utility ROW
28	42	Bear Creek Park	13750 88 Avenue	2,229	13750 88 Avenue - Parkland
29	42	42C Utility ROW	8234 140 Street	13,147	Mow back blackberries to the trees behind 14009 - 14033 82 Ave (Omit detention pond)
30	43	Maple Park	14983 84 Avenue	1,393	15055 84 Ave, north to Spencer Drive - Utility ROW
31	43	43M Greenbelt	15046 85A Avenue	2,269	15046 85A Ave, south to Spencer Drive - Utility ROW
32	43	British Manor Park	8022 146 Street	3,739	146 St @ 80A Ave - Mow 2 metres back from pathway edge
33	49	Port Kells Park	19340 88 Avenue	5,967	19340 88 Ave - Parkland
34	50	50B Utility ROW	12567 76 Avenue	32,597	Utility ROW between 80 Ave and 76 Ave, east of 125 St - Utility ROW
35	50	Newton Athletic Park - BMX	12562 76 Avenue	5,859	Formerly 50H - Utility ROW south of 75 Ave, west of 126A St - Multi-use Pathway
36	60	Tamanawis Park	12515 64 Ave	1,741	Entire area within the wood rail fencing under Hydro towers
37	60	60E - Utility ROW	12500 between 68 and 72 Ave	2,722	Flail mow 5 meters back from edge of the path - * 2 Maps
38	61	Newton Cultural Centre	13530 72 Ave	318	Railway ROW west of the Cultural Centre
39	62	62H - Greenbelt	14120 Hyland Rd	6,551	14122 66A Ave & 14120 Hyland Rd - mow detention ponds
40	62	Newton Detention Pond	6900 138 Street	767	Ditch along 138 Street
41	63	63D - Greenbelt	14566 67 Ave	2,722	Access off 67A & 147A St
42	68	Hazeltown Park	7085 192 St	1,946	7085 192 St - Meadow
43	70	70G - Greenbelt	12346 58A Ave	2,733	70G - Greenbelt - Boulevard
44	72	72D - Greenbelt	5812 136 St	4,805	Leave blackberries behind 13752 & 13670 58 Ave
45	72	Old City Hall	14245 56 Ave	60	North side of west parking lot - Mow 2 meters back from pathway edge
46	74	Sullivan Station	6330 152 St	6,144	Need Abus key to access fenced area
47	77	77C - Utility ROW	18116 64 Ave	1,669	18116 64 Ave - Undeveloped Parkland
48	78	78B - Utility ROW	6030 184 St	8,438	Omit detention pond
49	80	Joe Brown Park	5465 124B St	394	Mow to fencelines at the north half & 2 meters back from pathway edge for the south half
50	81	Mud Bay Access Road	Colebrook Rd & 127A St	4,342	Mow 3 metres back on either side of the road
51	86	Mound Farm Park	5288 168 St	4,768	Access is from 168 St - Mow area behind barn
52	87	Shannon Hill Park	18320 54 Ave	9,098	Lower section - access is from 5561 181 A St
53	88	88D - Greenbelt	19004 Hwy 10	9,119	Access North section from 19004 Hwy 10 & South section from 18981 54 Ave
54	101	Elgin Heritage Park	13723 Crescent Rd	2,875	Meadow - *No May Cut - One cut only, July 15-Aug 15
55	102	Nico Wynd Dike Path	3601 Nico Wynd Dr	5,361	Access from Nico Wynd Golf Course off Crescent Road
56	110	Dunsmuir Farm Access	Crescent Rd & Sullivan Rd	2,820	Mow 3 metres back on either side of the road
57	110	Blackie Spit Dog Off-Leash Area	3136 Mc Bride Ave	1,514	Area east of parking lot - Access between Pool and Sailing Club
58	113	Semiahmoo Trail Park	3065 Semiahmoo Trail	7,215	3065 Semiahmoo Trail - Parkland
59	113	Semiahmoo Trail Park - 113B	2619 150 St	983	Old detention pond
60	114	Hydro Easement	15550 28 Ave	486	Mow 2 metres back from edge of path
61	118	Keery Park	18791 28 Ave	3,070	18791 28 Ave - Meadow and Boulevard
62	121	Bridlewood Park	2144 134 St	8,898	Access through Dogwood Park or between 2245 & 2242 133 St
63	122	Chantrell Park	2210 Chantrell Park Drive	82	Mow back 2 meters from road edge
64	135	South Meridian Park	16187 12 Ave	2,039	Access at 161A St & 12 Ave - Detention Pond Area

Site #1

Bridgeview Park

12618 114A Street



### LEGEND

Area of interest is shown by this grid





Site #2

2B – Greenbelt

14248 Currie Drive



#### LEGEND

Area of interest is shown by this grid



Site #3

Fraser View Park

15995 113 Avenue



#### LEGEND

Area of interest is shown by this grid





Site #4

Royal Kwantlen Park

13035 104 Avenue



#### LEGEND

Area of interest is shown by this grid





Site #5

12B – Utility ROW

14130 Park Drive



### LEGEND

Area of interest is shown by this grid



Site #6

12D – Utility ROW

14047 108 Ave



**LEGEND**

Area of interest is shown by this grid





Site #7

12G – Utility ROW

10646 140A Street



## LEGEND

Area of interest is shown by this grid

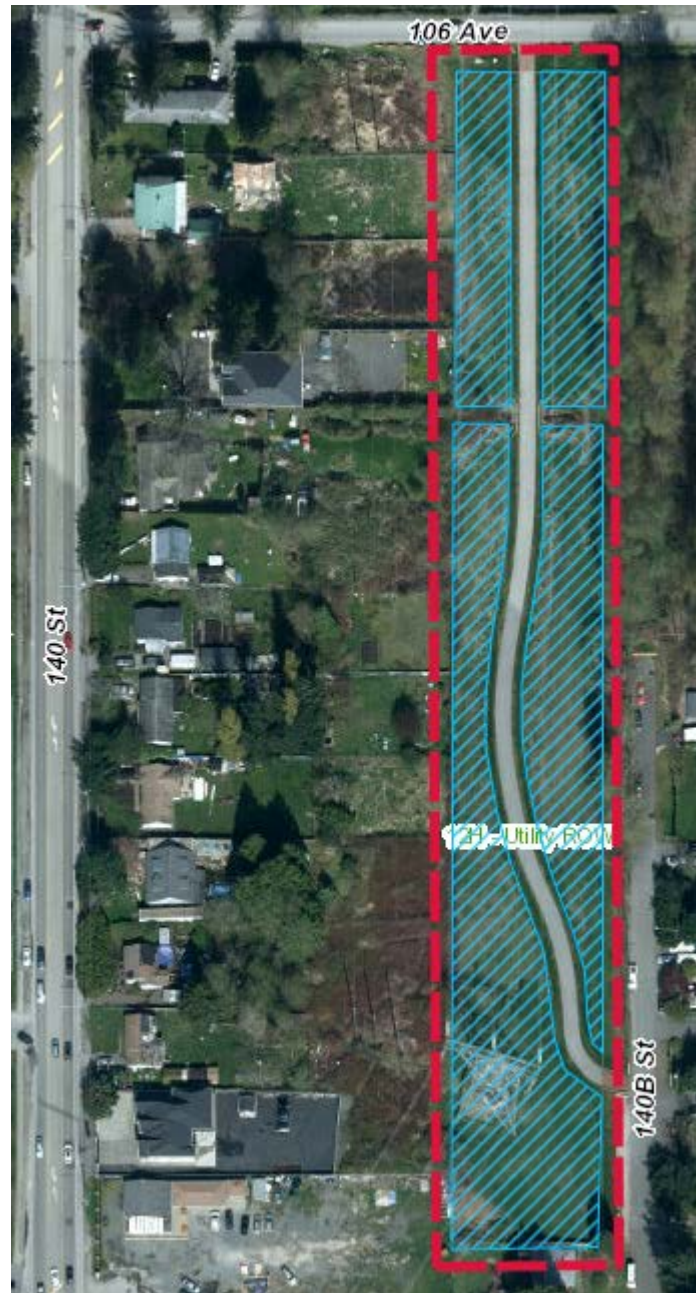




Site #8

12H – Utility ROW

10583 140B Street



### LEGEND

Area of interest is shown by this grid





**LEGEND**

Area of interest is shown by this grid





Site #10

150 - Greenbelt

10474 164 Street



## LEGEND

Area of interest is shown by this grid

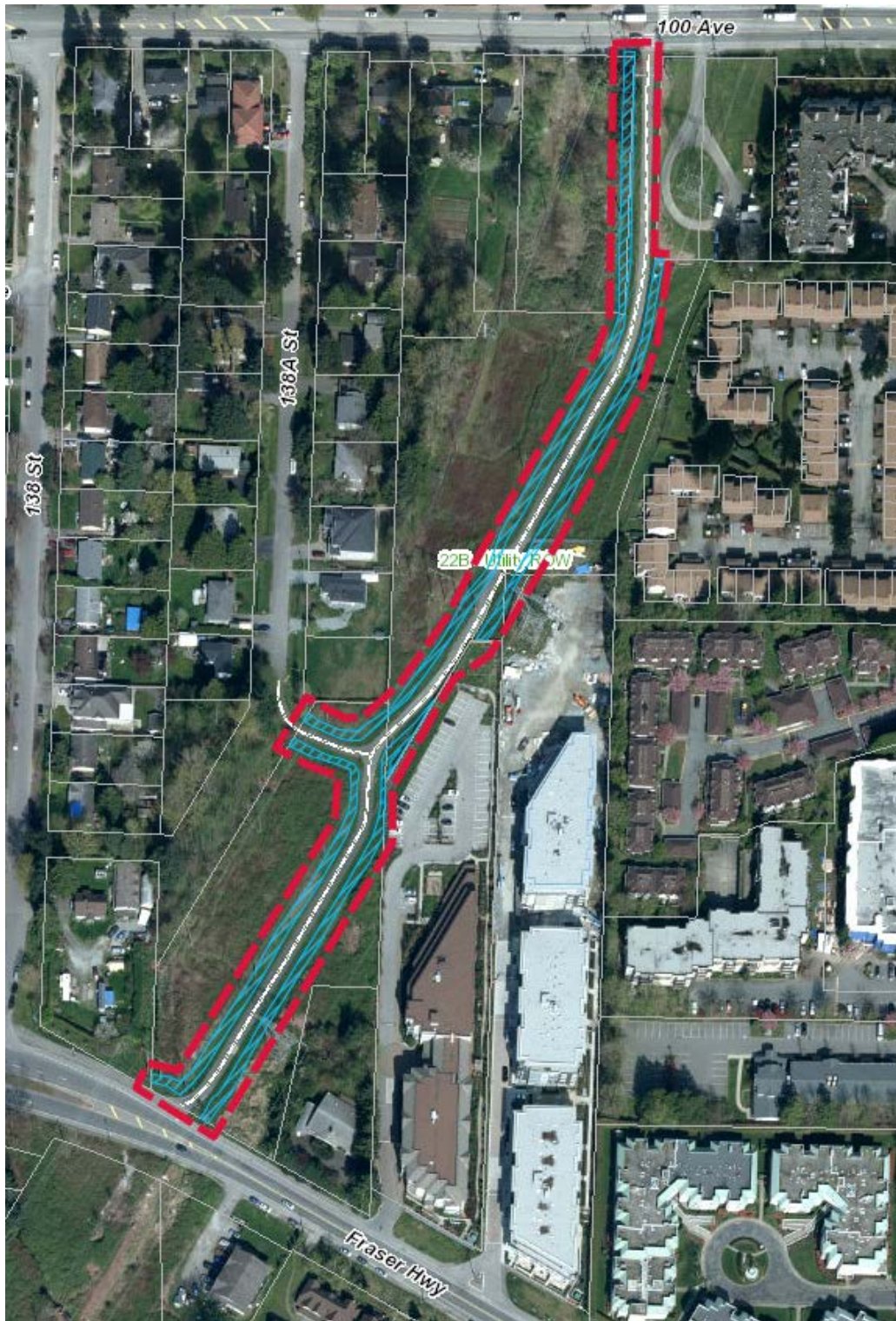




Site #11

22B – Utility ROW

13906 100 Avenue



#### LEGEND

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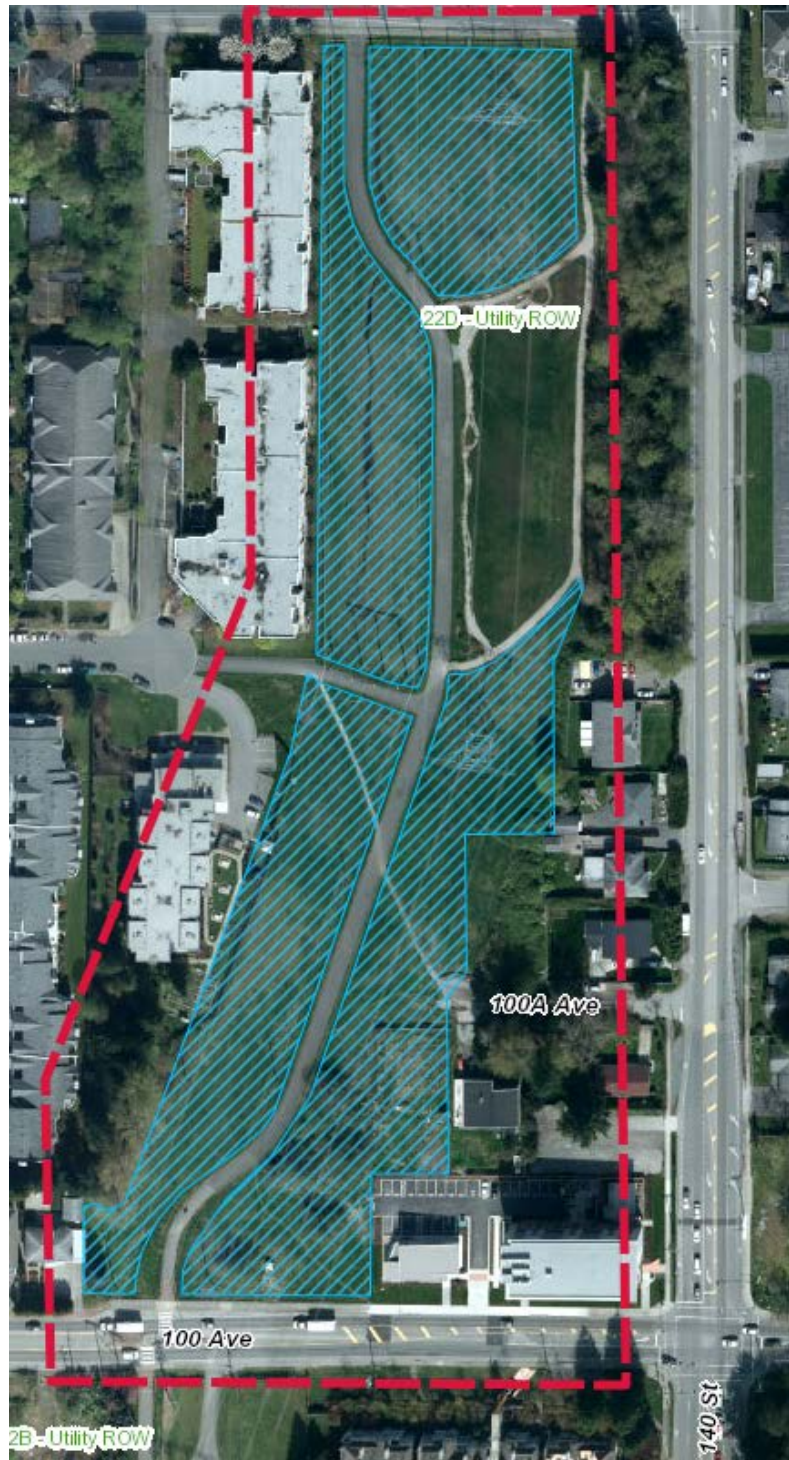




Site #12

22D – Utility ROW

13961 100A Avenue



## LEGEND

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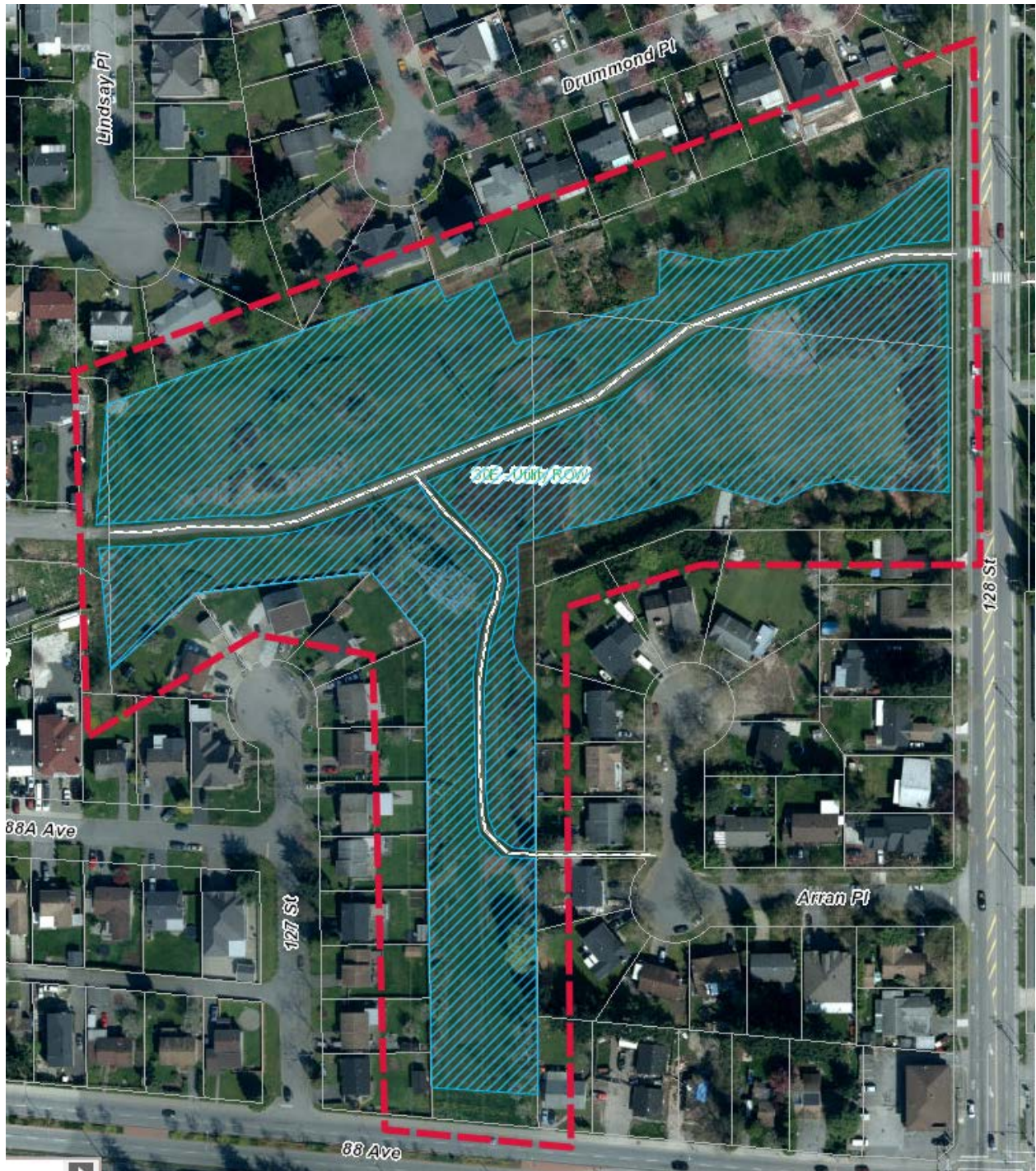




Site #13

30E – Utility ROW

12719 88 Avenue



## LEGEND

Area of interest is shown by this grid

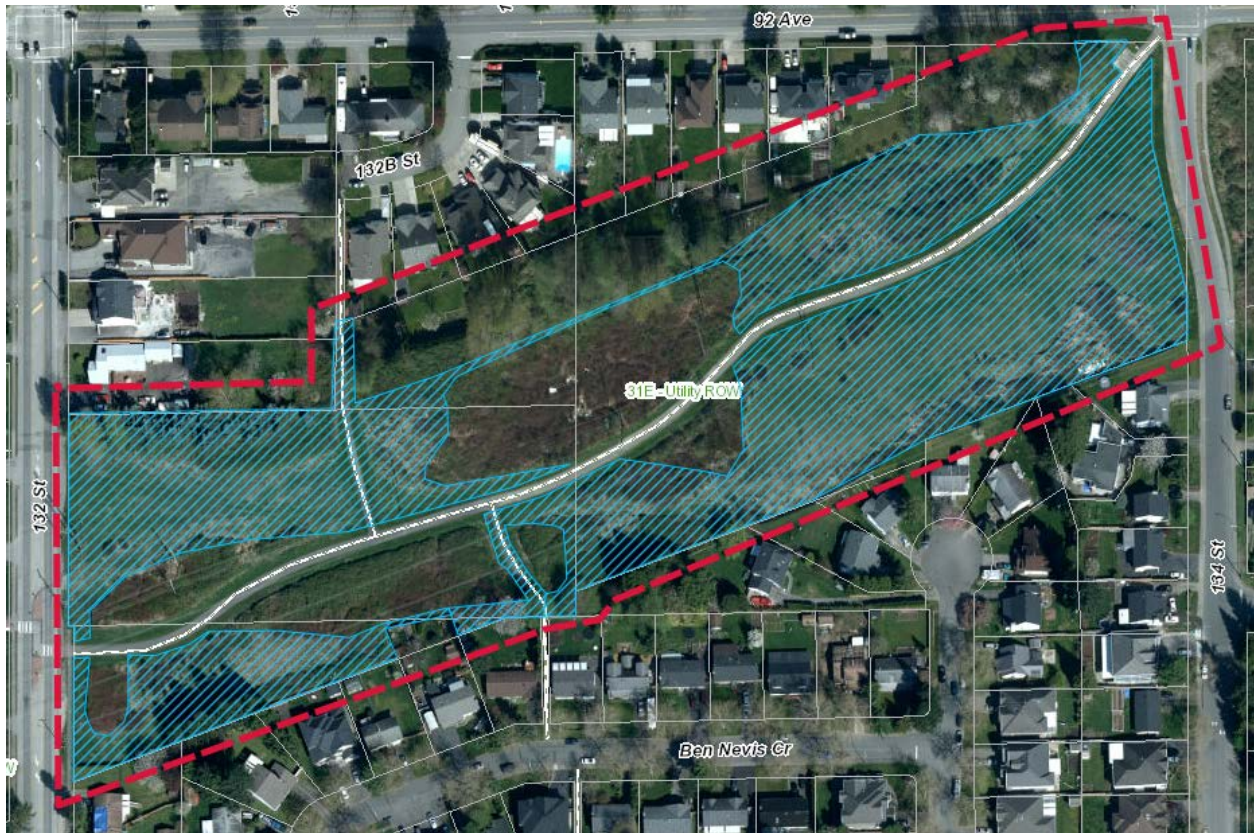




Site #14

31E – Utility ROW

13400 92 Ave



## LEGEND

Area of interest is shown by this grid





Site #15

31H – Utility ROW

9056 Prince Charles Boulevard



#### LEGEND

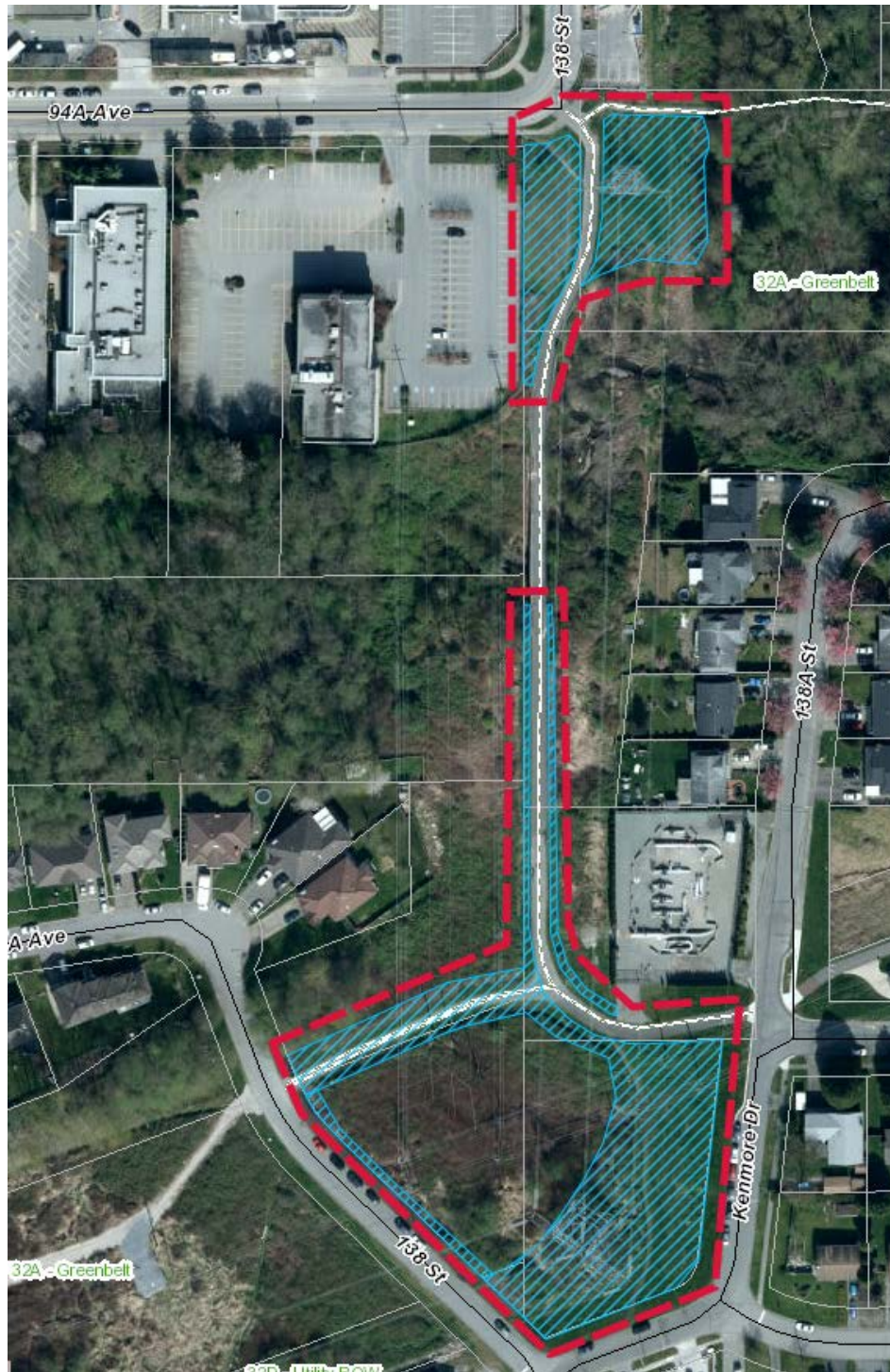
Area of interest is shown by this grid



Site #16

32A - Greenbelt

9321 Kenmore Drive



# LEGEND

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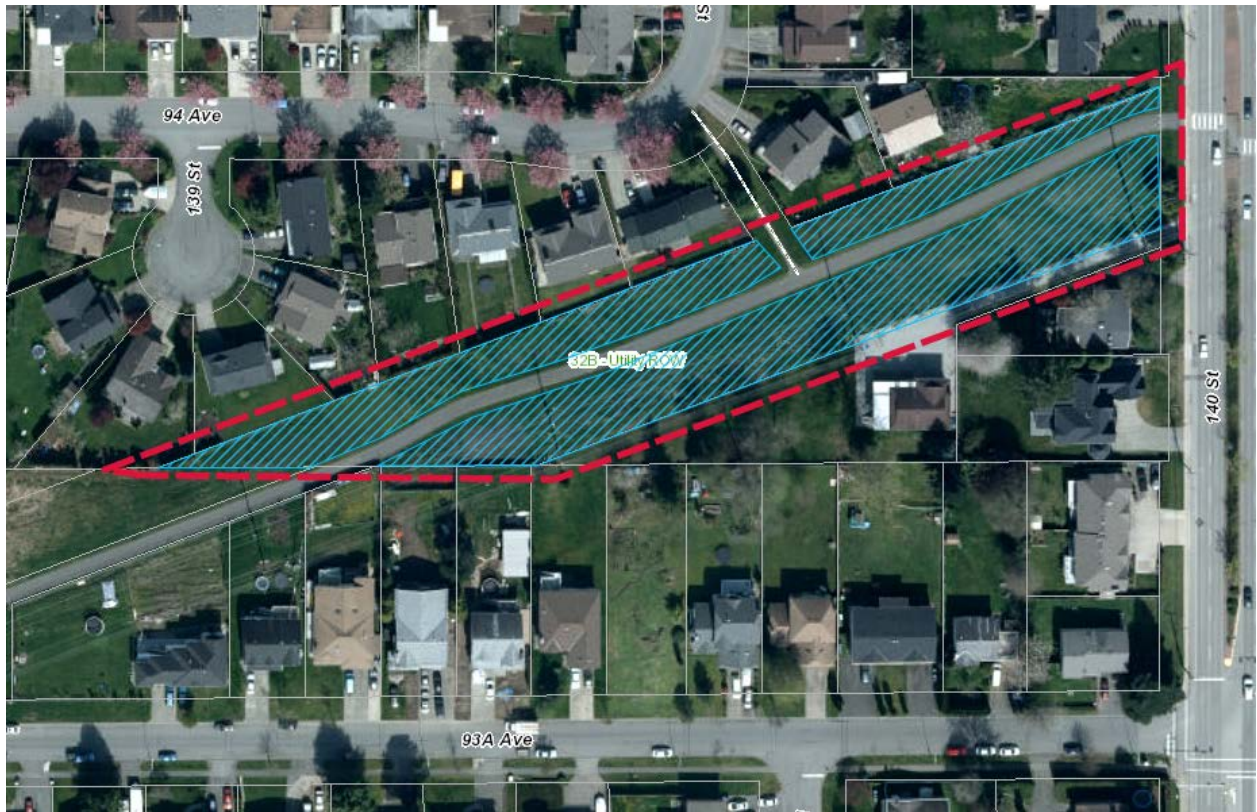




Site #17

32B – Utility ROW

9356 138A Street



## LEGEND

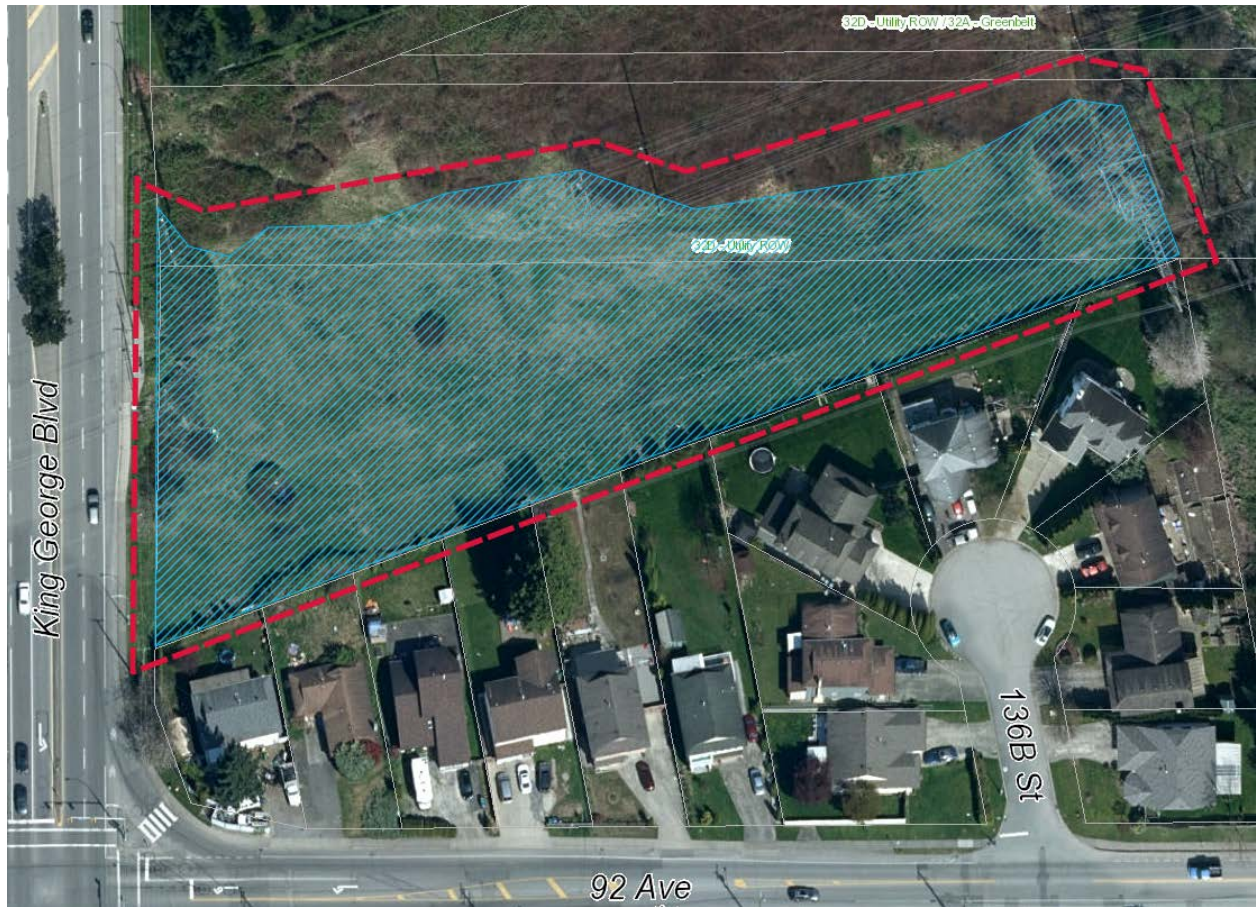
Area of interest is shown by this grid



Site #18

32D – Utility ROW

9238 King George Highway



## LEGEND

Area of interest is shown by this grid

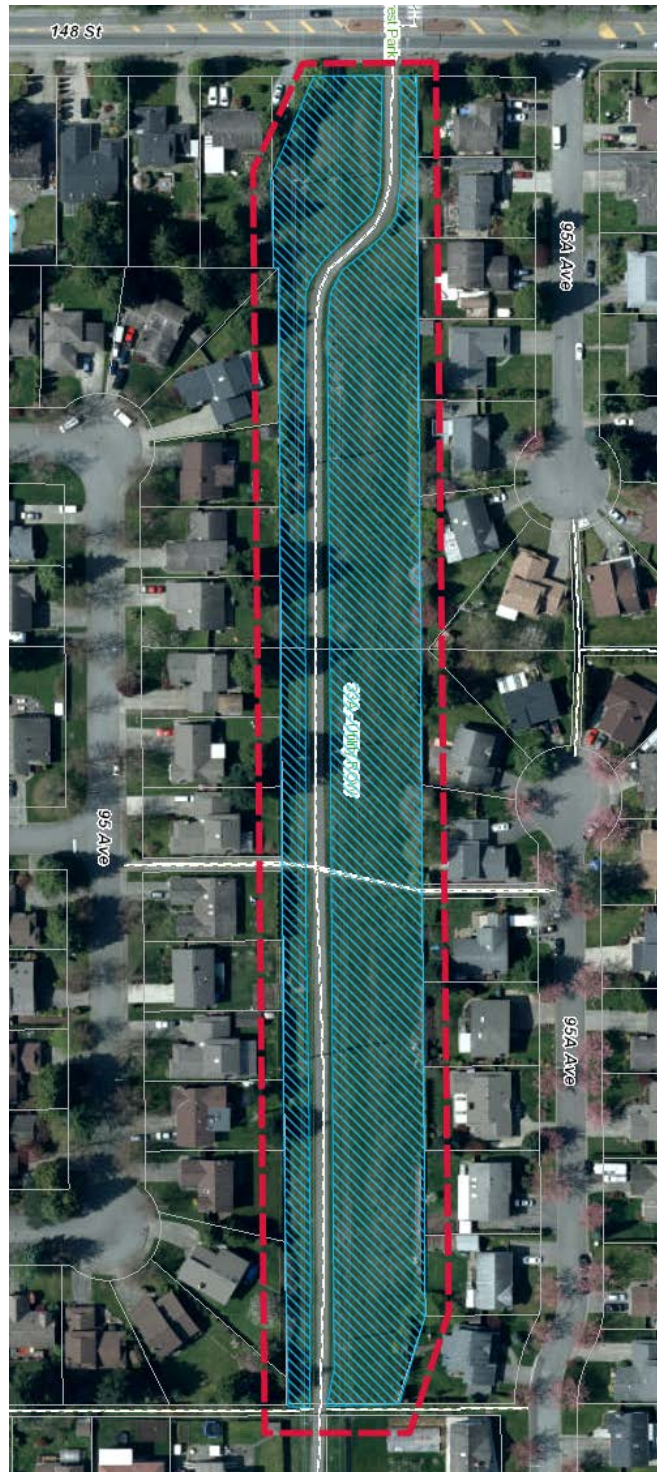




Site #19

33A – Utility ROW

9522 148 Street



# LEGEND

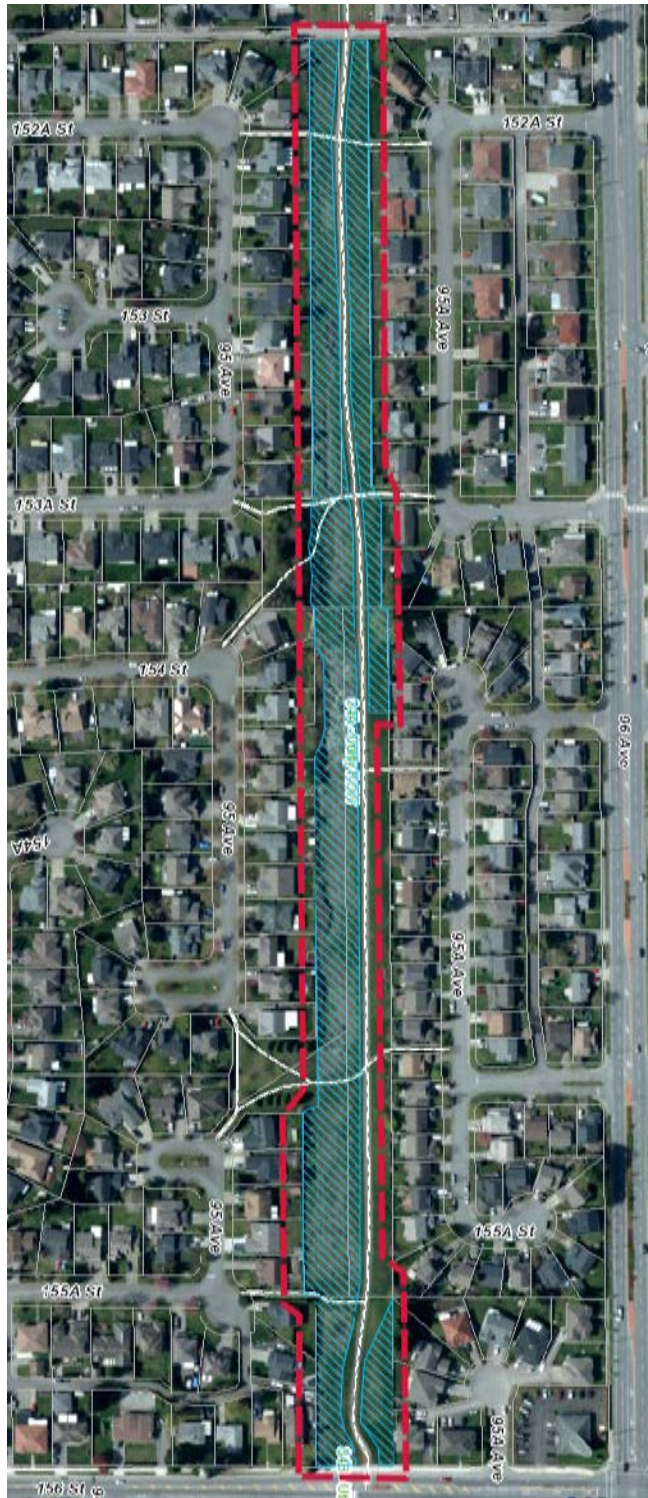
Area of interest is shown by this grid



Site #20

34A – Utility ROW

15343 95 Avenue



## LEGEND

Area of interest is shown by this grid

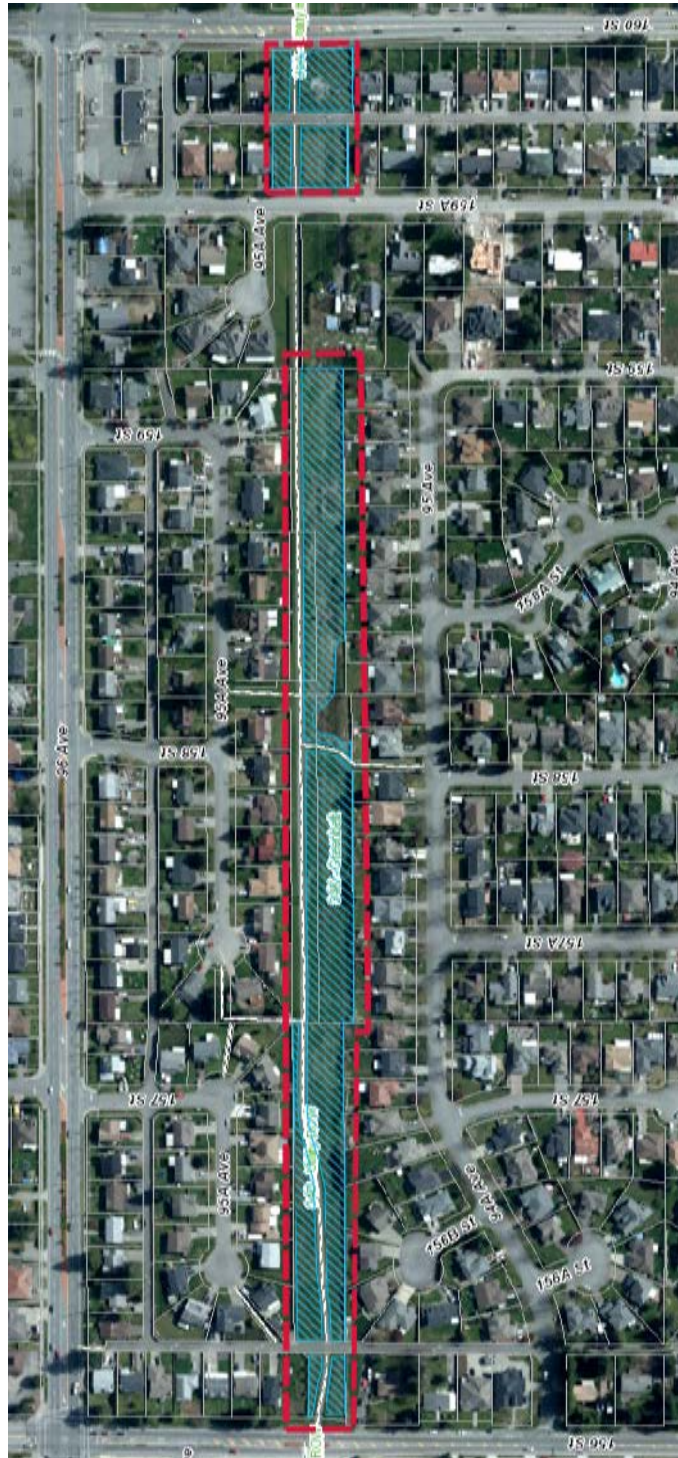




Site #21

34B – Utility ROW / 34K - Greenbelt

9529 160 Street



## LEGEND

Area of interest is shown by this grid

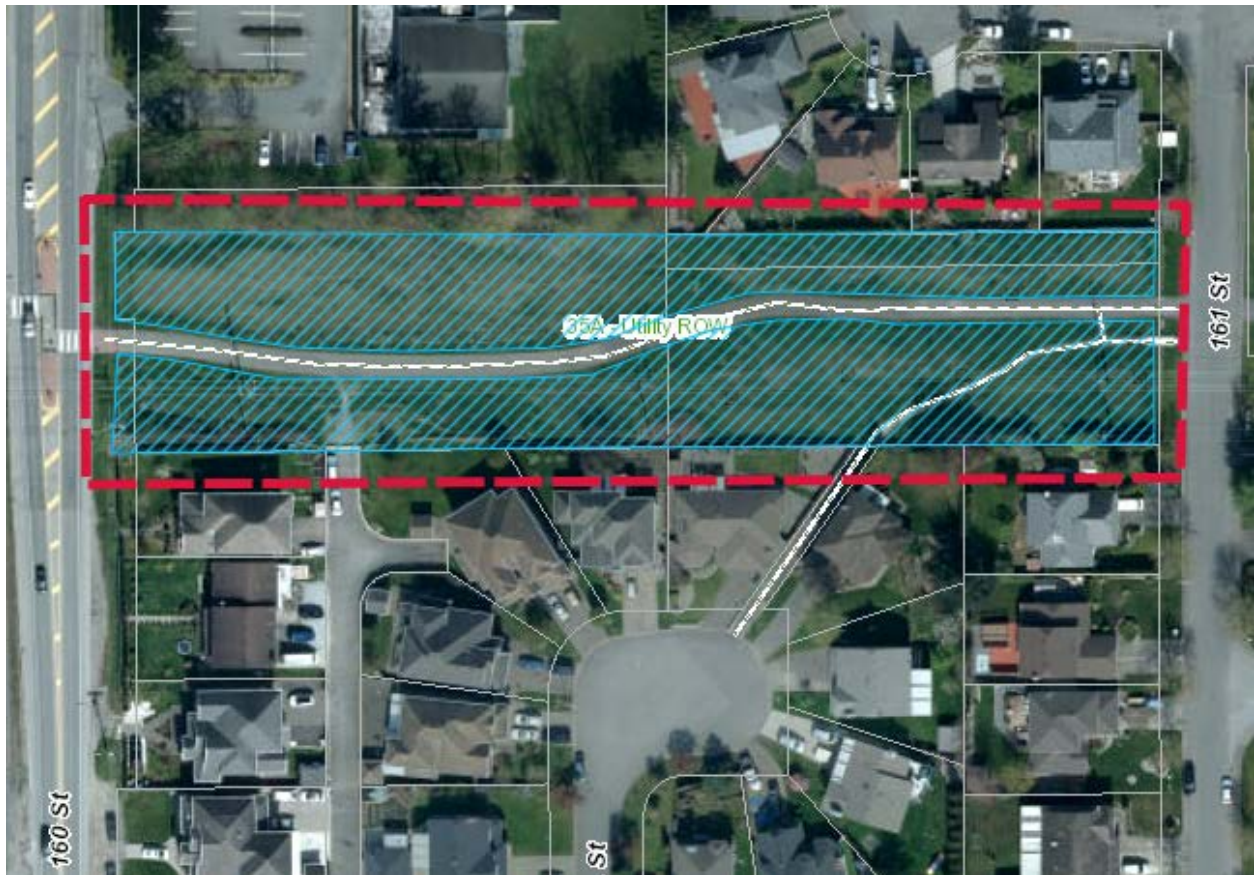




Site #22

35A – Utility ROW

9520 160 Street



## LEGEND

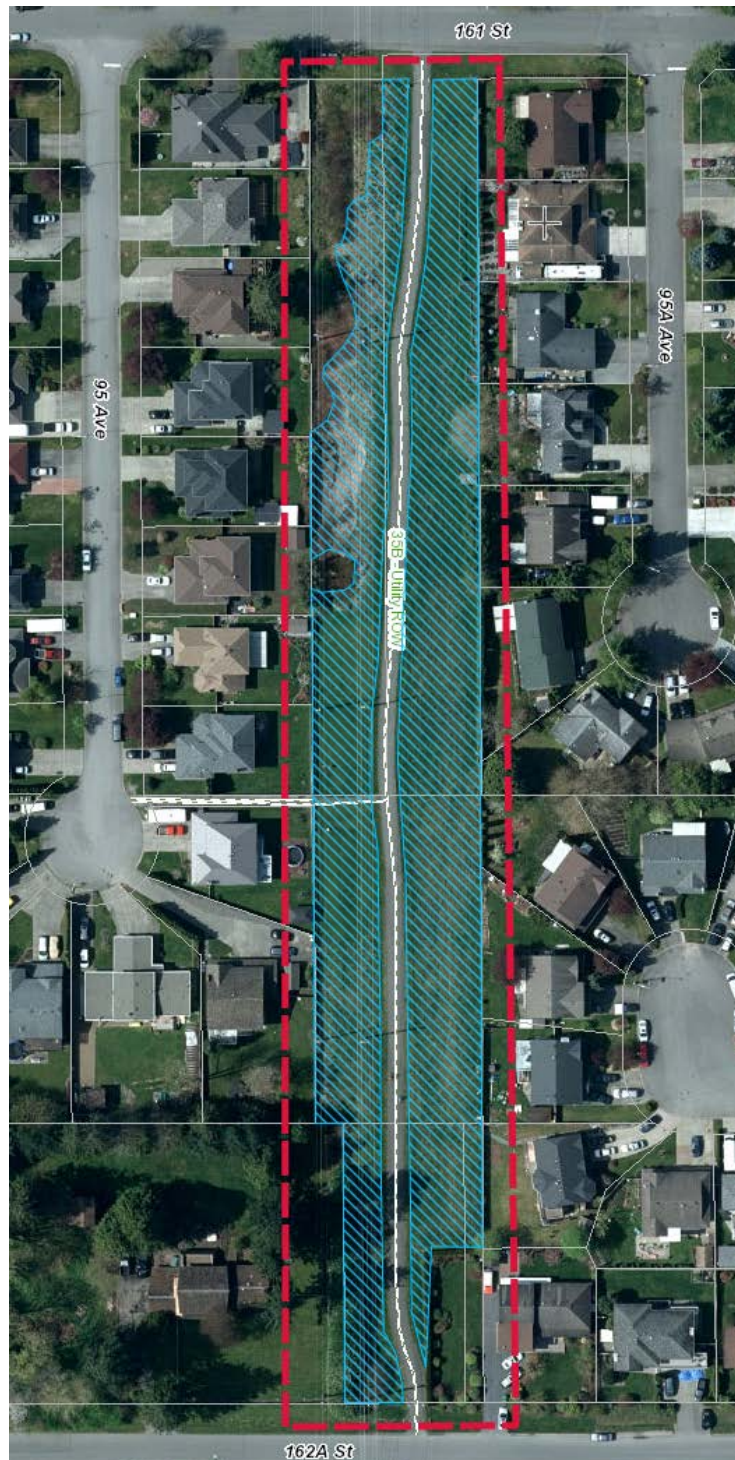
Area of interest is shown by this grid



Site #23

35B – Utility ROW

9541 162A Street



### LEGEND

Area of interest is shown by this grid

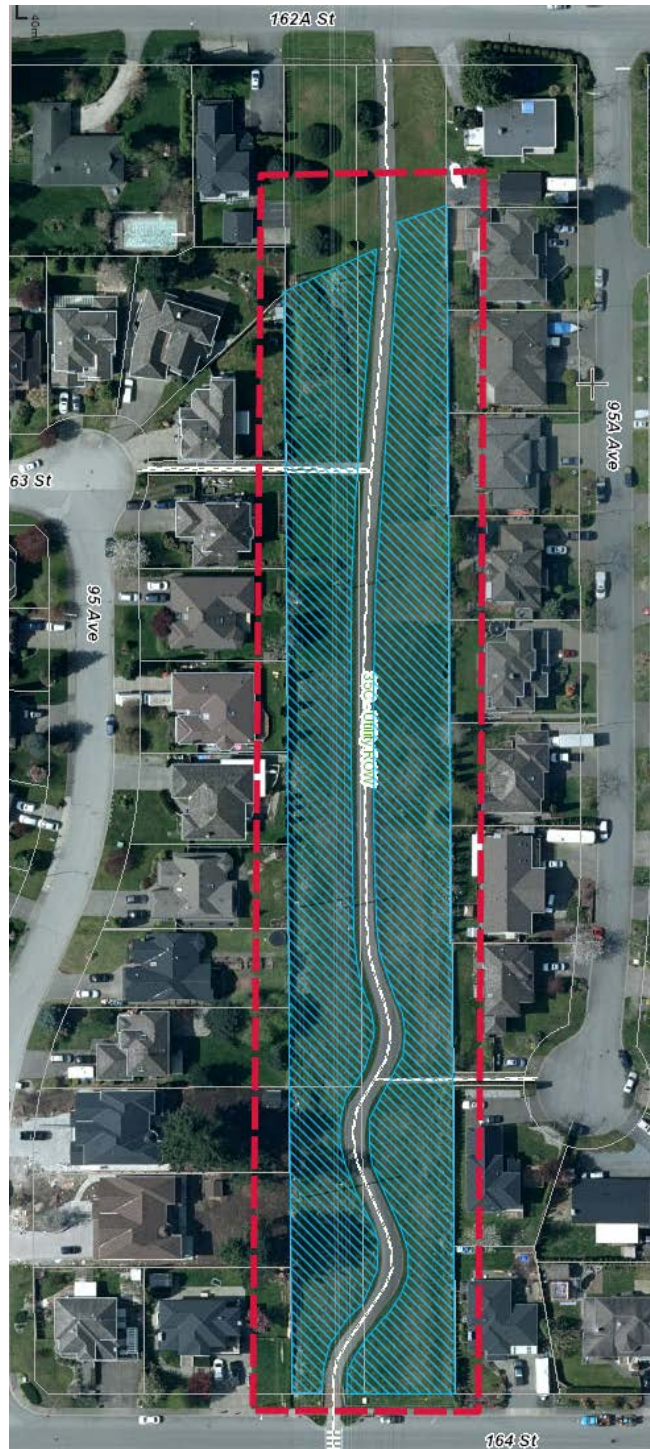




Site #24

35C – Utility ROW

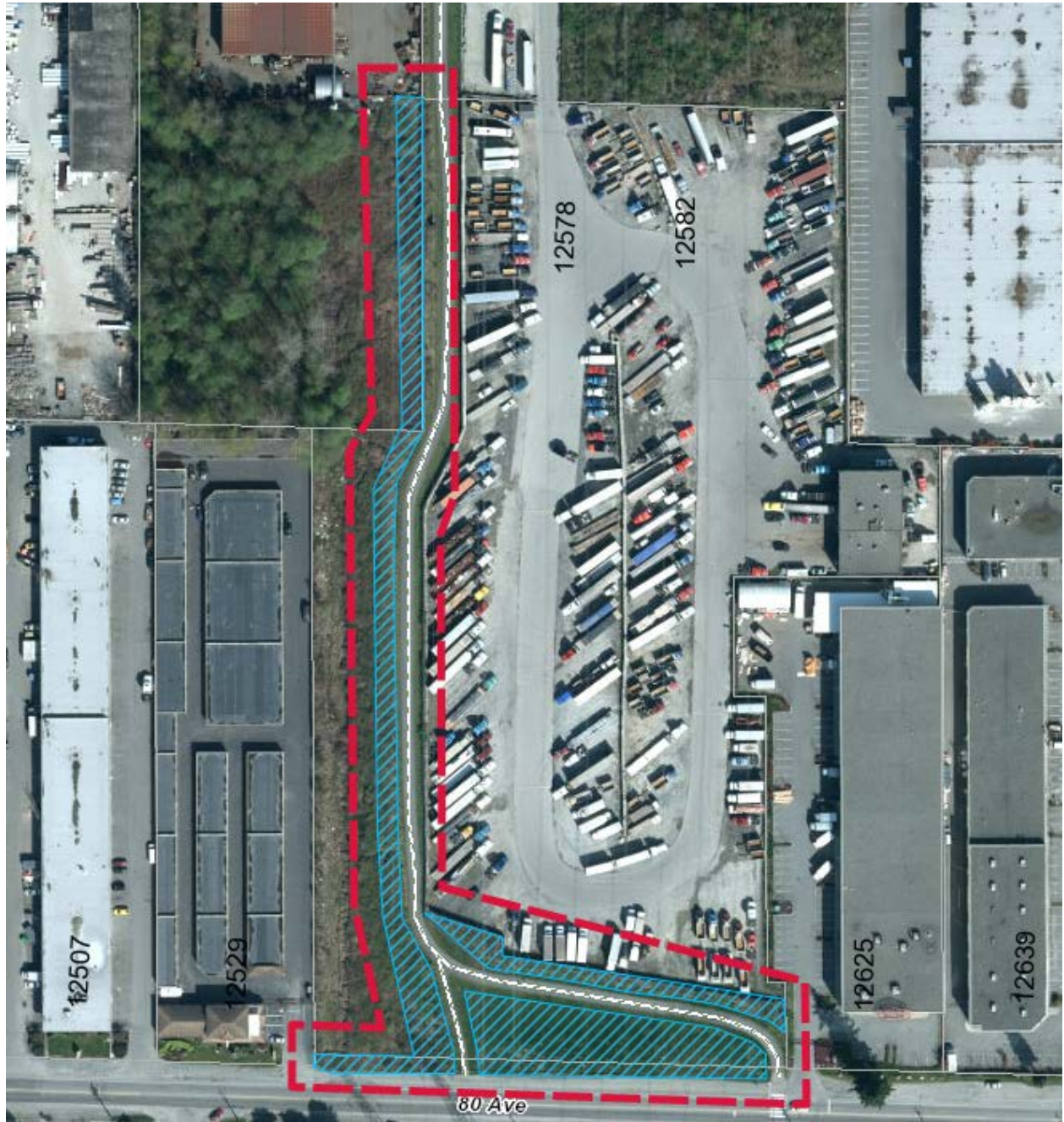
9527 164 Street



# LEGEND

Area of interest is shown by this grid





**LEGEND**

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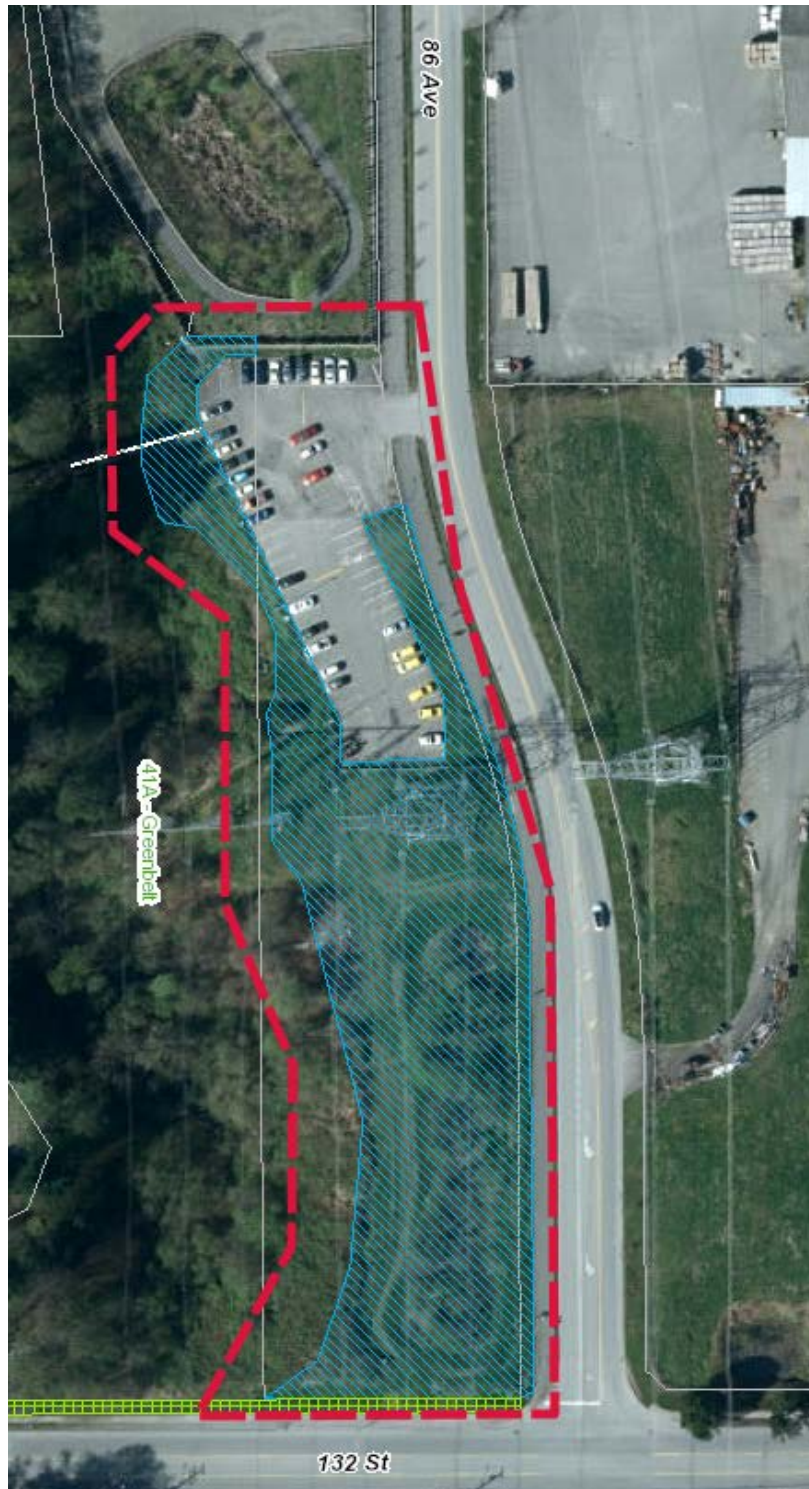




Site #26

41A – Greenbelt

8613 132 Street



### LEGEND

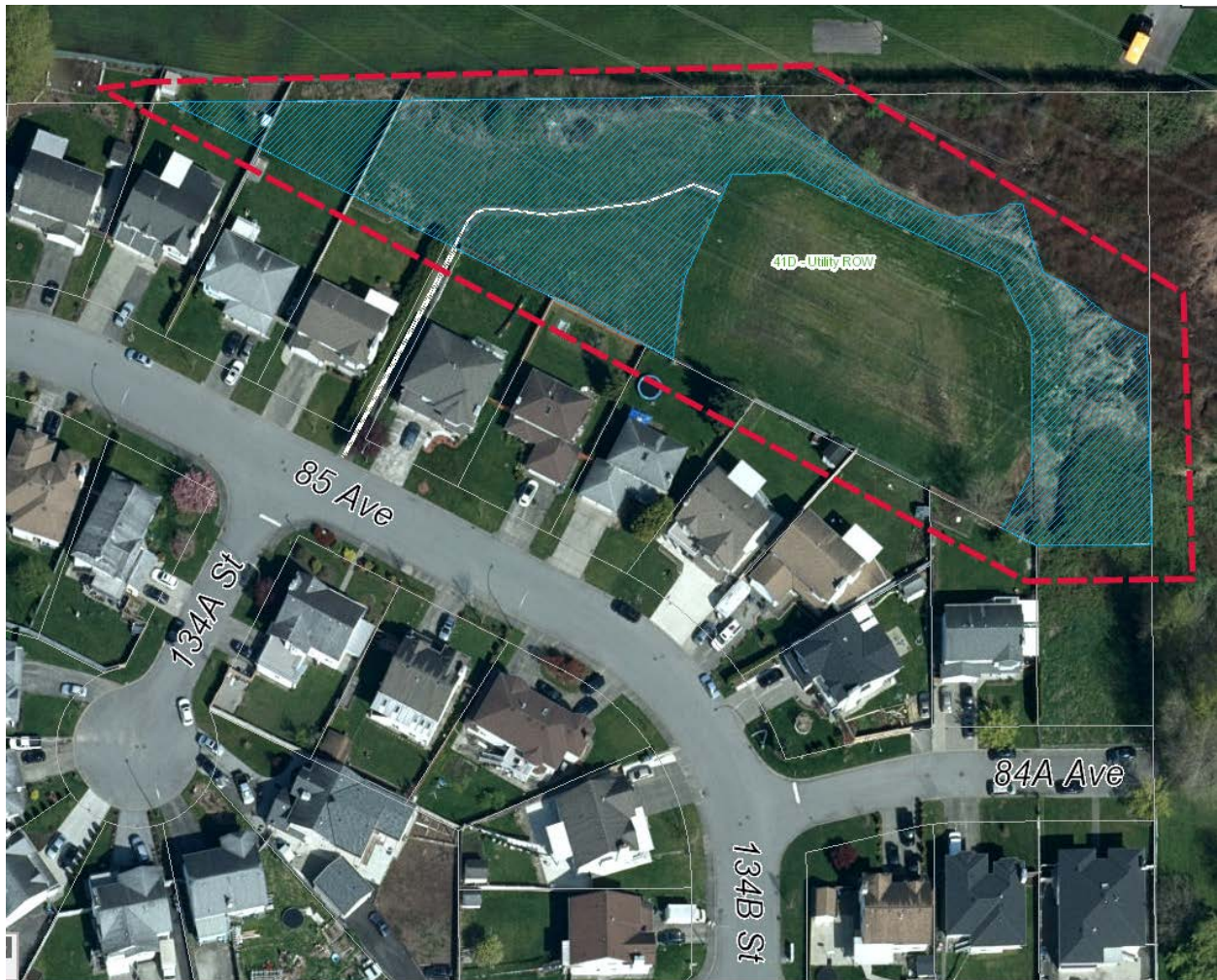
Area of interest is shown by this grid



Site #27

41D – Utility ROW

13451 85 Avenue



## LEGEND

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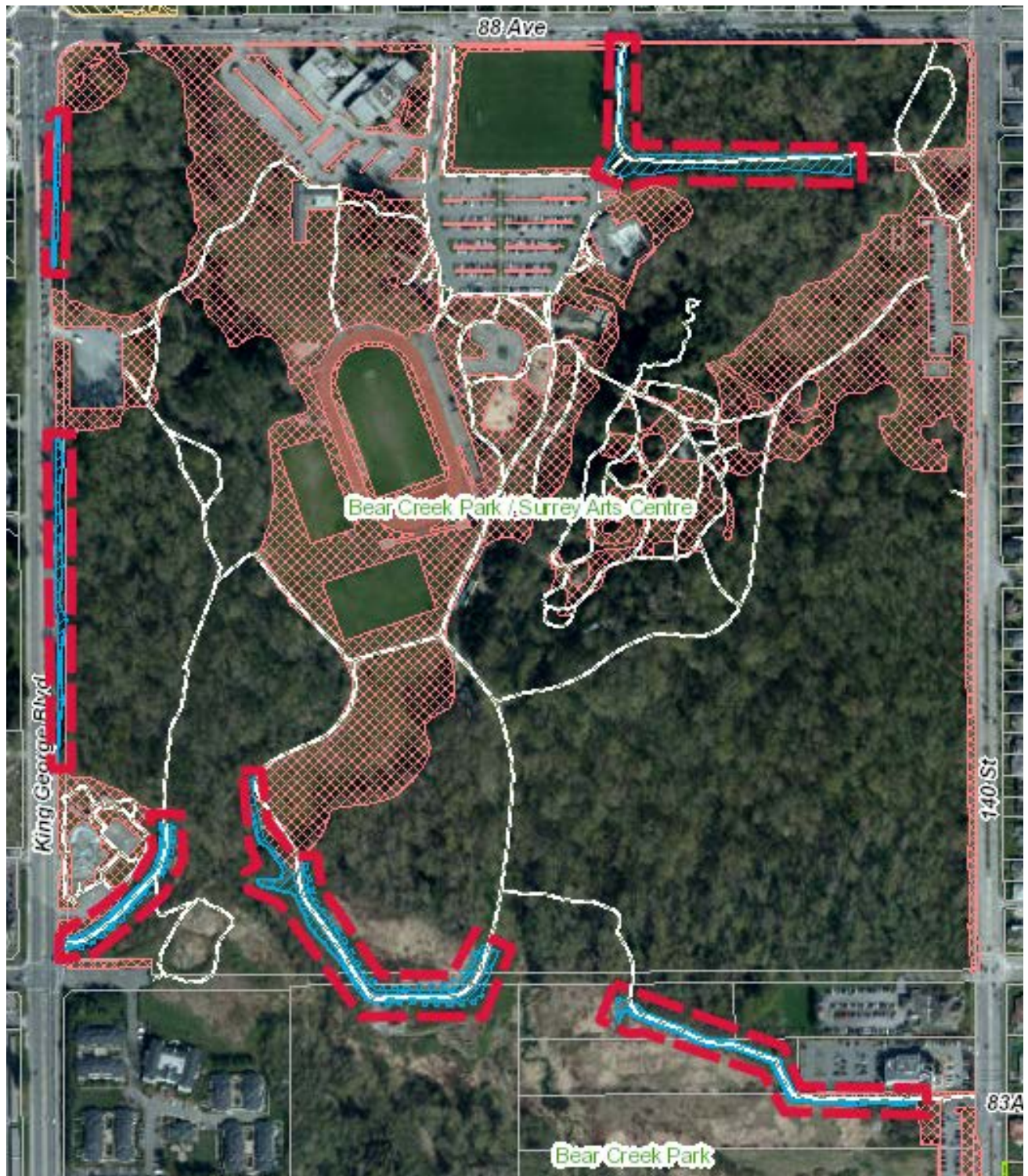




Site #28

Bear Creek Park

13750 88 Avenue



**LEGEND**

Area of interest is shown by this grid





Site #29

42C – Utility ROW

8234 140 Street



## LEGEND

Area of interest is shown by this grid



Site #30

Maple Park

14983 84 Avenue



### LEGEND

Area of interest is shown by this grid

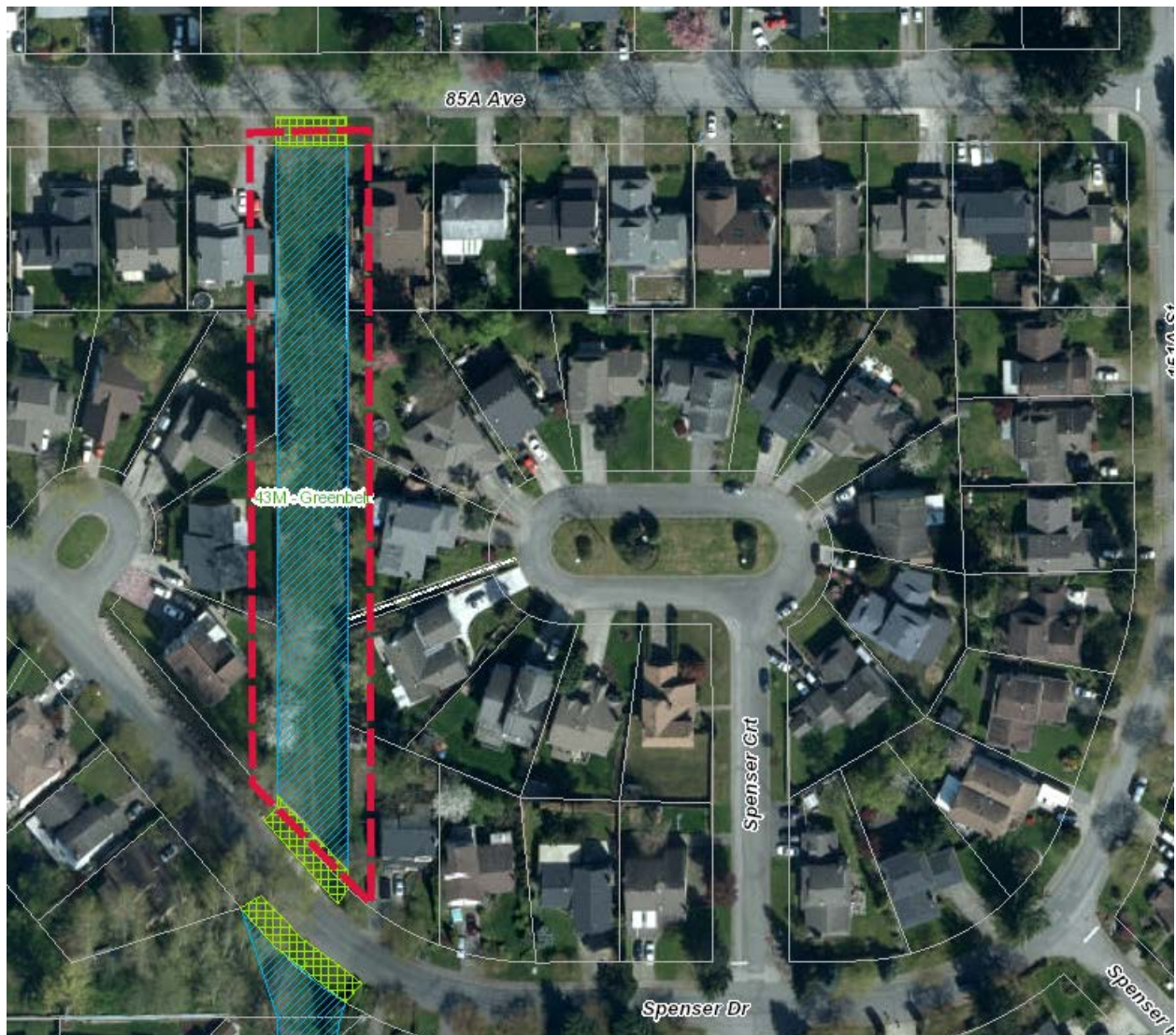




Site #31

43M - Greenbelt

15046 85A Avenue



# LEGEND

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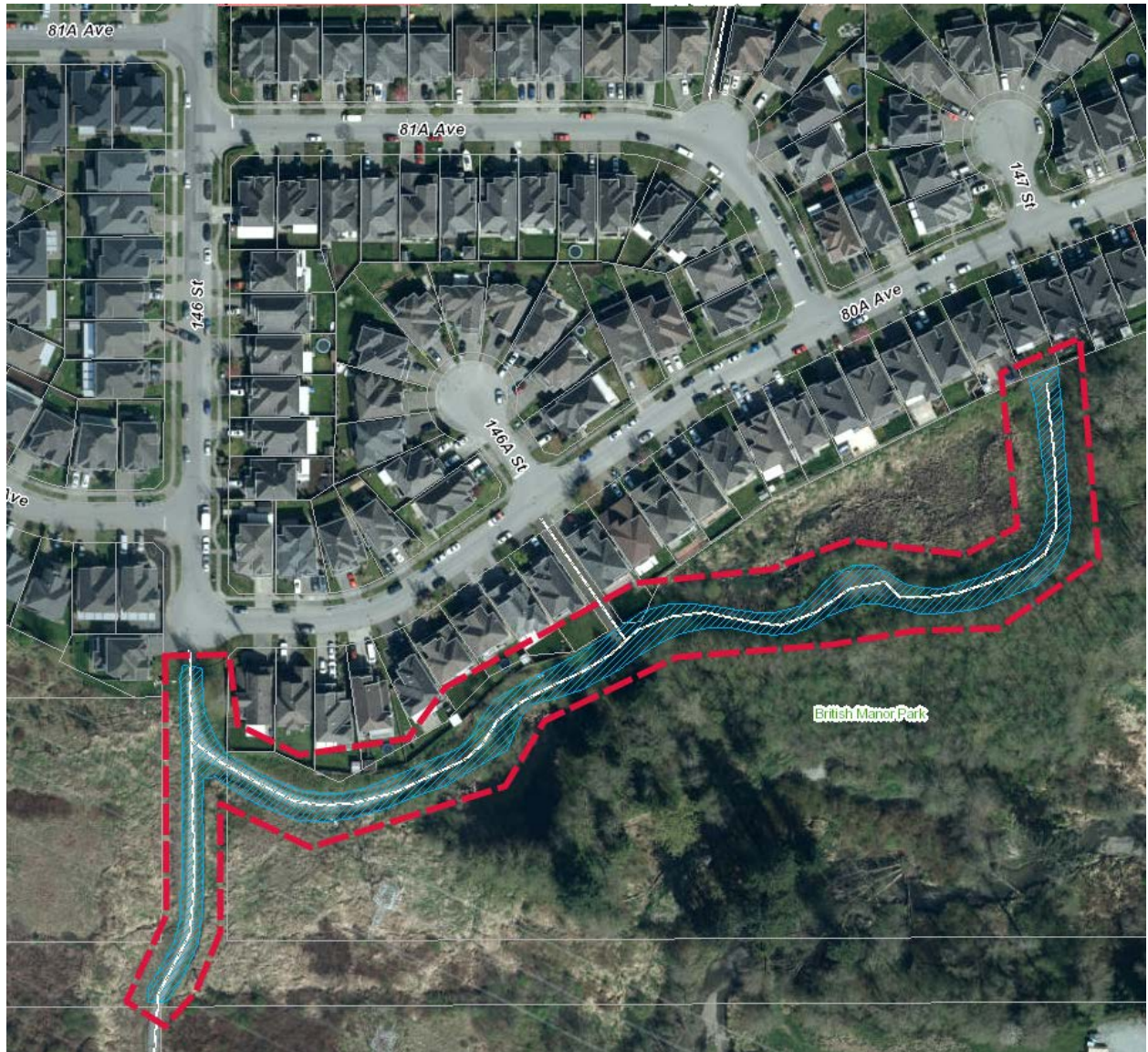




Site #32

British Manor Park

8022 146 Street



## LEGEND

Area of interest is shown by this grid





Site #33

Port Kells Park

19340 88 Avenue



### LEGEND

Area of interest is shown by this grid

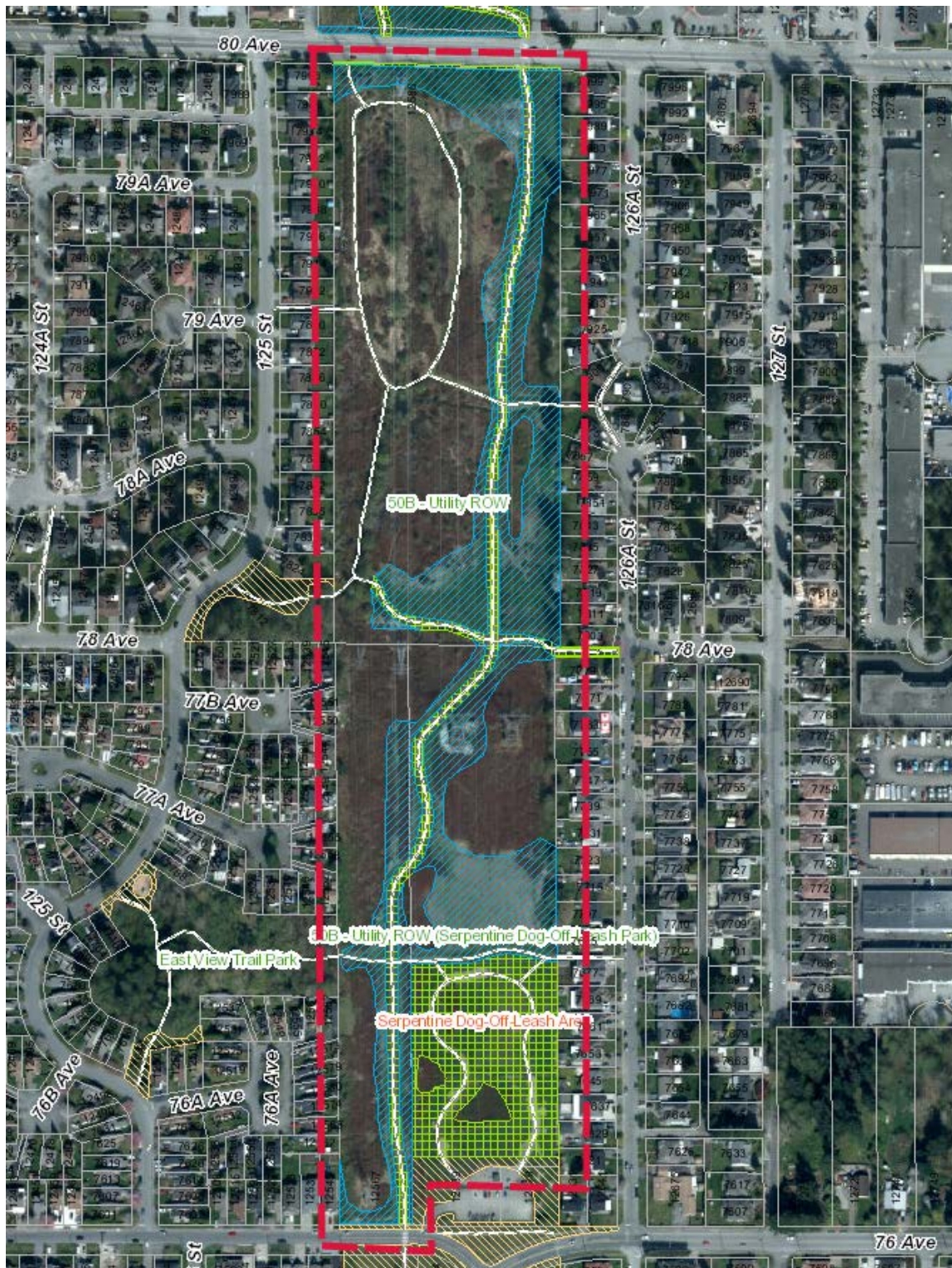




Site #34

50B – Utility ROW

12567 76 Avenue



## LEGEND

Area of interest is shown by this grid

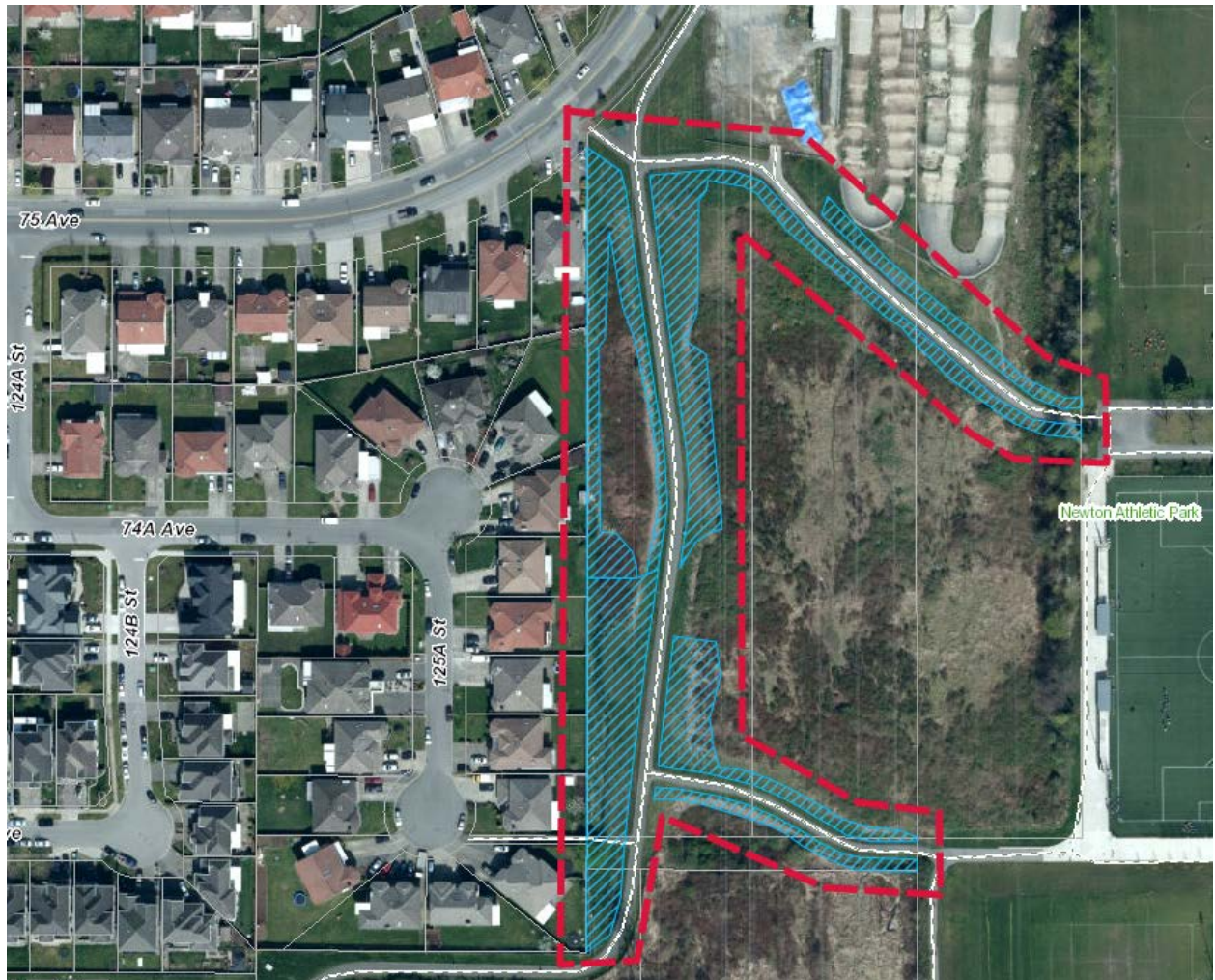




Site #35

Newton Athletic Park - BMX

12562 76 Avenue



## LEGEND

Area of interest is shown by this grid



Site #36

Tamanawis Park

12515 64 Avenue



### LEGEND

Area of interest is shown by this grid





12500 between 68 & 72 Ave

Map #1



### LEGEND

Area of interest is shown by this grid





12500 between 68 & 72 Ave

This aerial map displays a residential neighborhood in St. Louis, Missouri, with property boundaries and lot numbers overlaid. The streets shown include 124 St, 69 Ave, 69A Ave, 69B Ave, and 68 Ave. The lot numbers are as follows:

- Along 124 St (from top to bottom):** 6944, 12411, 12414, 12419, 12422, 12427, 12430, 12435, 12438, 12449, 12450, 12457, 12458, 12465, 12464, 12473, 12472, 12485, 12490, 12493, 12495, 12498, 12499, 12501, 12504, 12507, 12510, 12513, 12516, 12519, 12522, 12525, 12528, 12531, 12534, 12537, 12540, 12543, 12546, 12549, 12552, 12555, 12558, 12561, 12564, 12567, 12570, 12573, 12576, 12579, 12582, 12585, 12588, 12591, 12594, 12597, 12600, 12603, 12606, 12609, 12612, 12615, 12618, 12621, 12624, 12627, 12630, 12633, 12636, 12639, 12642, 12645, 12648, 12651, 12654, 12657, 12660, 12663, 12666, 12669, 12672, 12675, 12678, 12681, 12684, 12687, 12690, 12693, 12696, 12699, 12702, 12705, 12708, 12711, 12714, 12717, 12720, 12723, 12726, 12729, 12732, 12735, 12738, 12741, 12744, 12747, 12750, 12753, 12756, 12759, 12762, 12765, 12768, 12771, 12774, 12777, 12780, 12783, 12786, 12789, 12792, 12795, 12798, 12801, 12804, 12807, 12810, 12813, 12816, 12819, 12822, 12825, 12828, 12831, 12834, 12837, 12840, 12843, 12846, 12849, 12852, 12855, 12858, 12861, 12864, 12867, 12870, 12873, 12876, 12879, 12882, 12885, 12888, 12891, 12894, 12897, 12900, 12903, 12906, 12909, 12912, 12915, 12918, 12921, 12924, 12927, 12930, 12933, 12936, 12939, 12942, 12945, 12948, 12951, 12954, 12957, 12960, 12963, 12966, 12969, 12972, 12975, 12978, 12981, 12984, 12987, 12990, 12993, 12996, 13000.

A red dashed line on the right side of the map indicates a utility right-of-way (ROW). The map is oriented with North at the top.

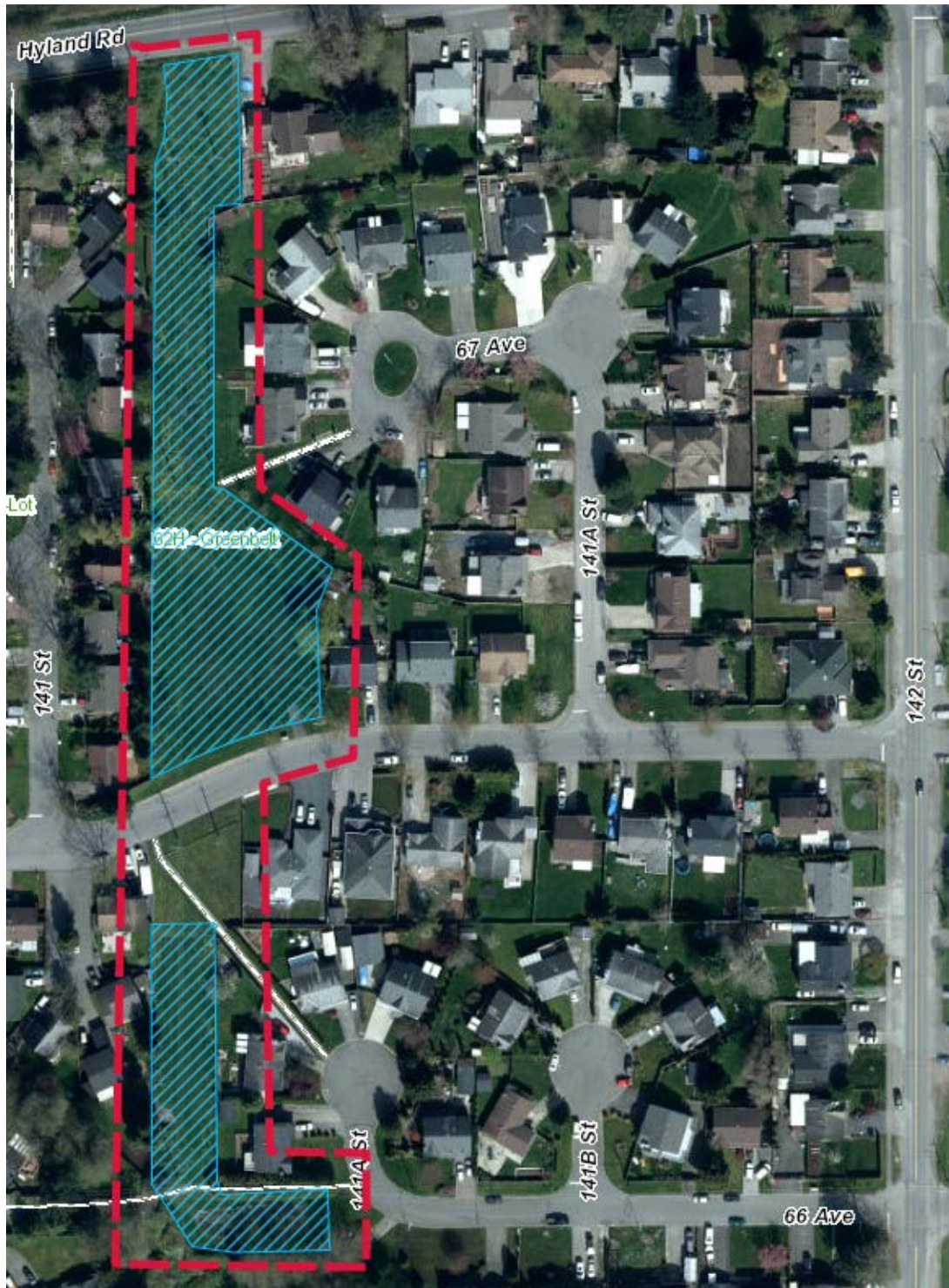


**LEGEND**

Area of interest is shown by this grid







**LEGEND**

Area of interest is shown by this grid

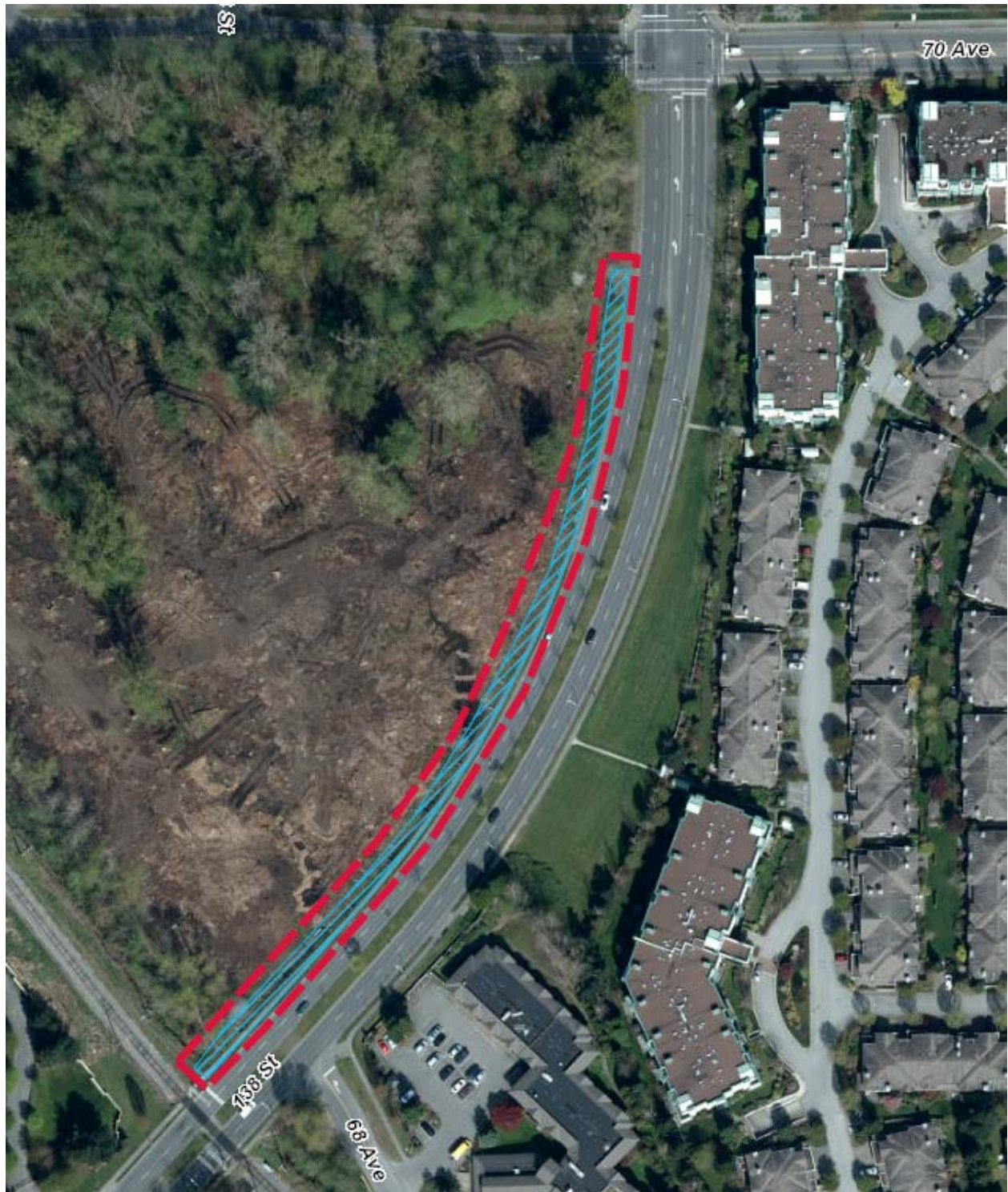




Site #40

Newton Detention Pond

6900 138 Street



## LEGEND

Area of interest is shown by this grid

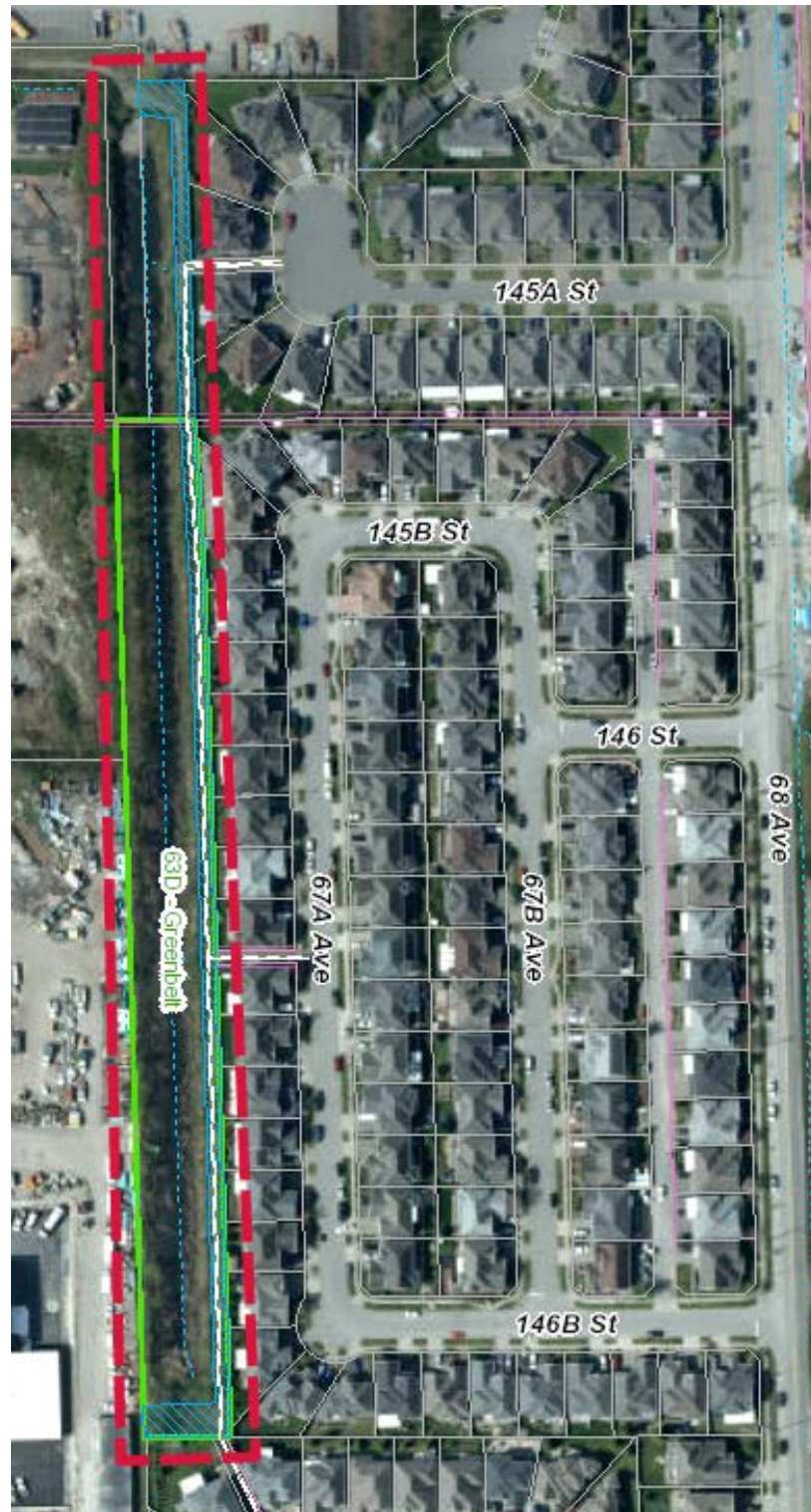




Site #41

63D – Greenbelt

14566 67 Ave



**LEGEND**

Area of interest is shown by this grid

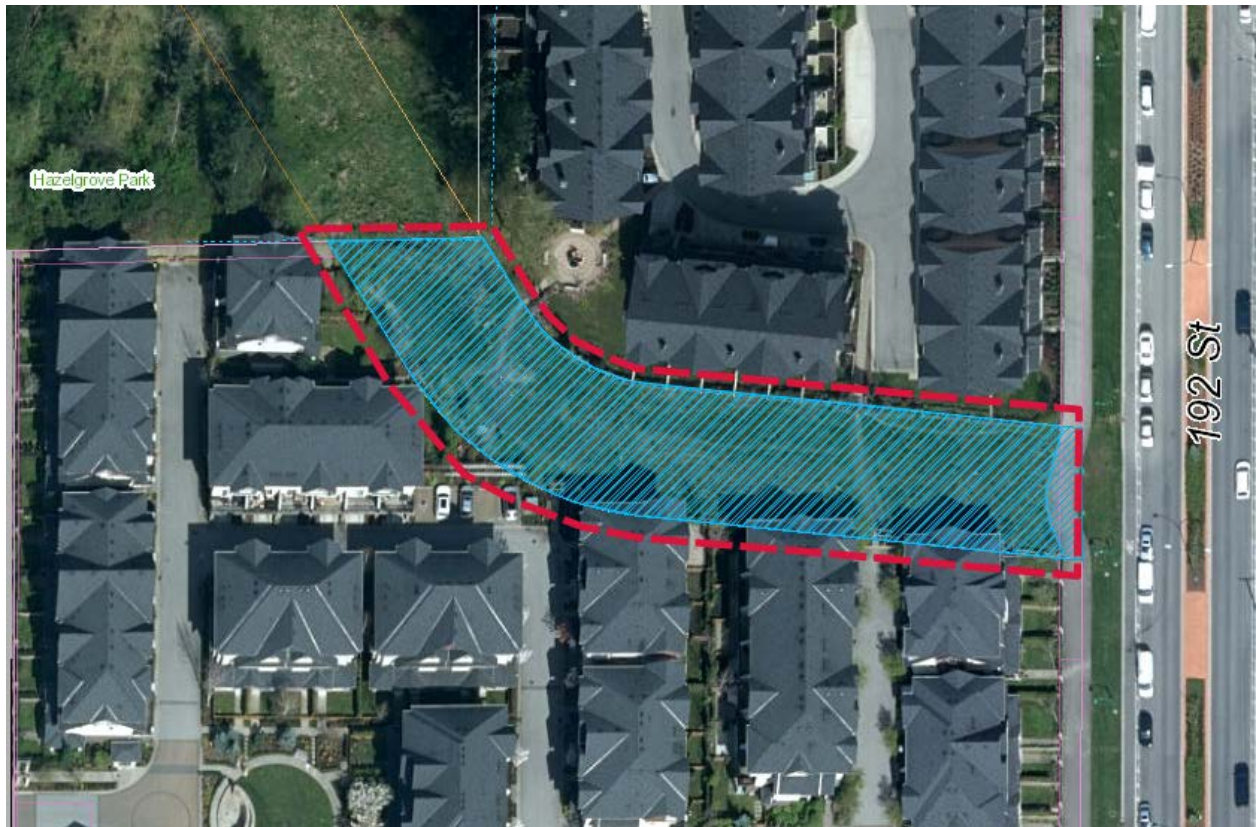




Site #42

Hazeltown Park

7085 192 Street



**LEGEND**

Area of interest is shown by this grid



Site #43

70G – Greenbelt

12346 58A Ave



## LEGEND

Area of interest is shown by this grid





Site #44

72D – Greenbelt

5812 136 St



# **LEGEND**

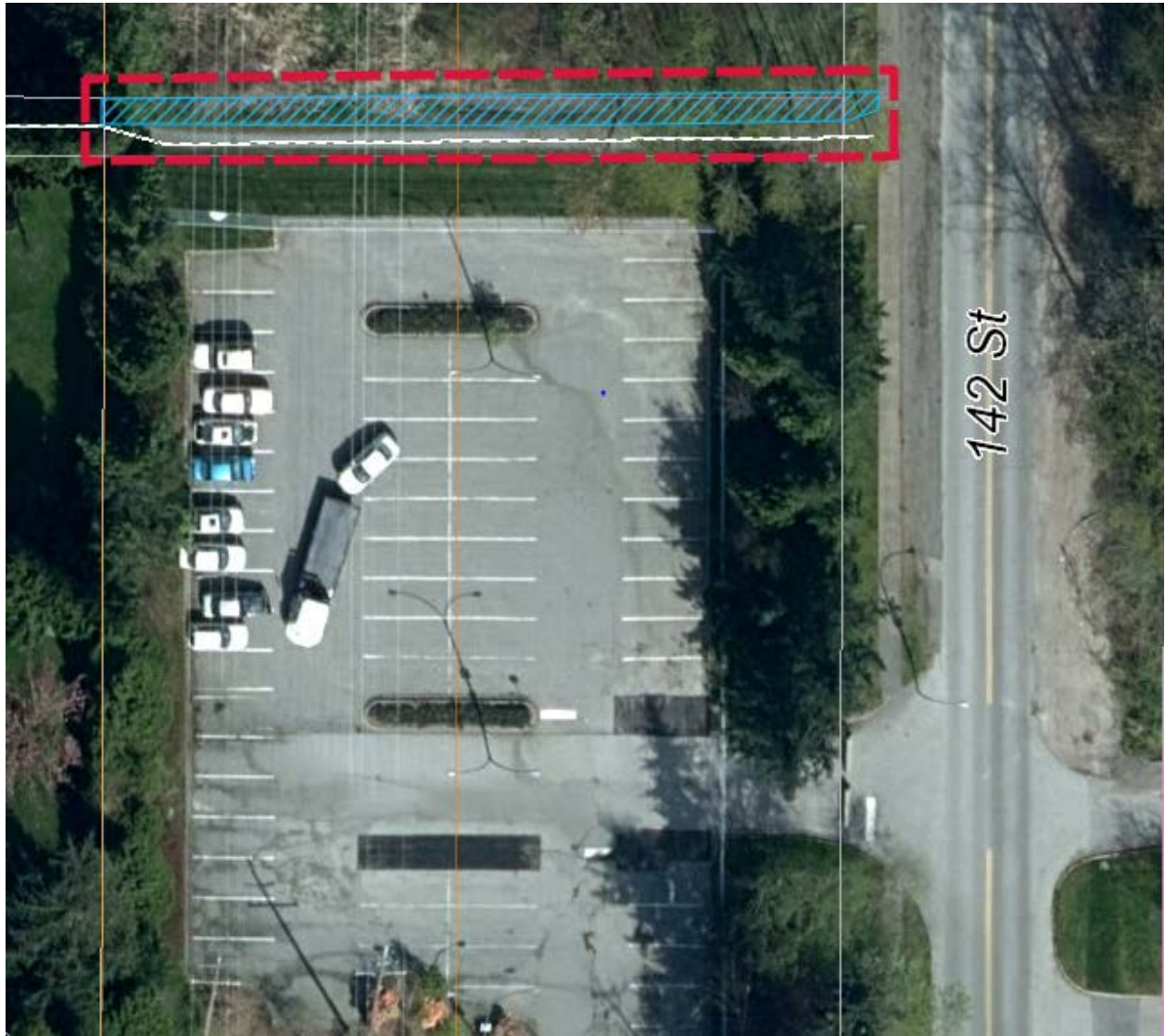
Area of interest is shown by this grid



Site #45

Old City Hall Site

14245 56 Avenue



### LEGEND

Area of interest is shown by this grid





Site #46

Sullivan Station

6330 152 Street



## LEGEND

Area of interest is shown by this grid



Site #47

77C – Utility ROW

18116 64 Ave



### LEGEND

Area of interest is shown by this grid

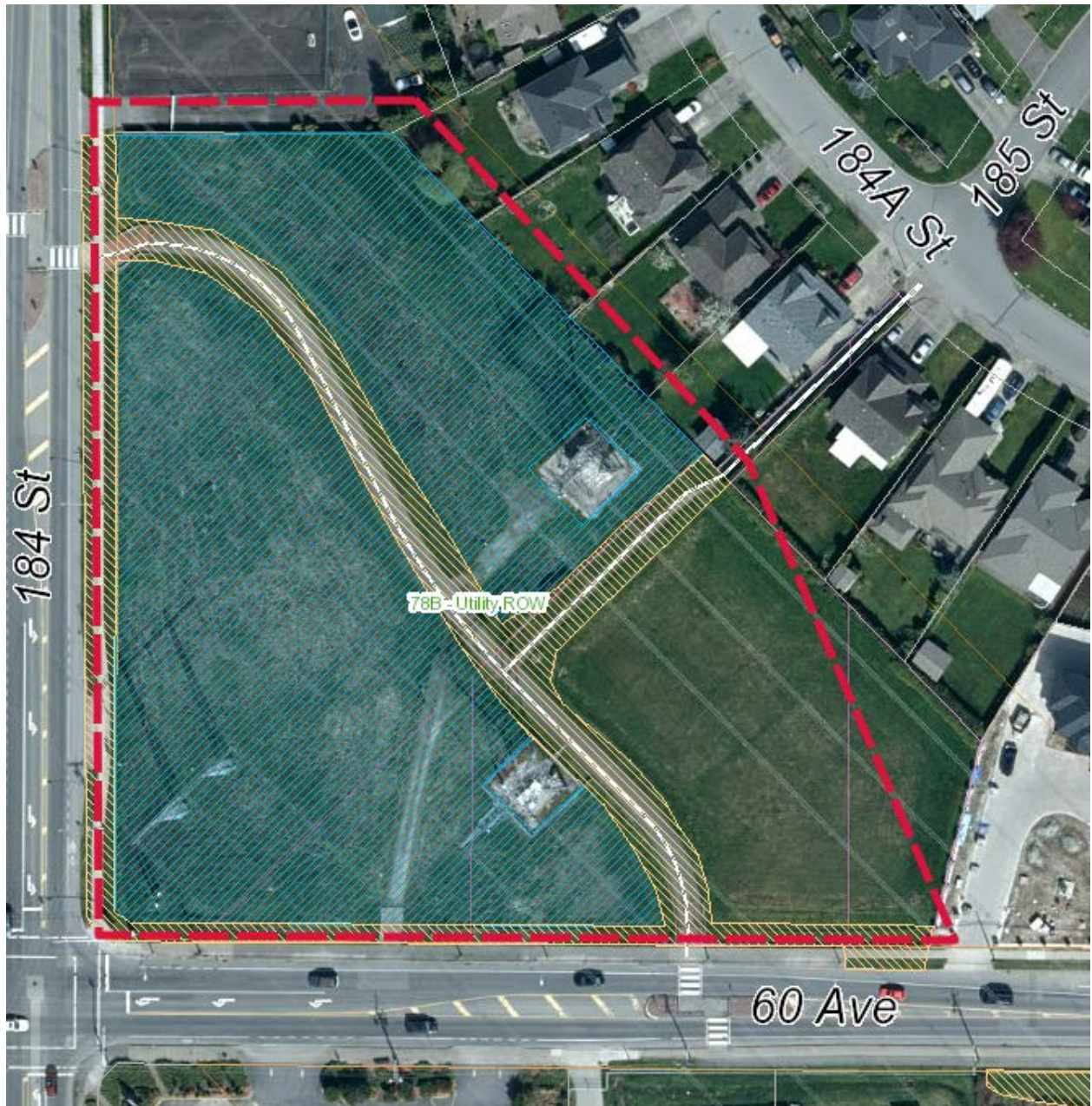




Site #48

78B – Utility Row

6030 184 Street



### LEGEND

Area of interest is shown by this grid

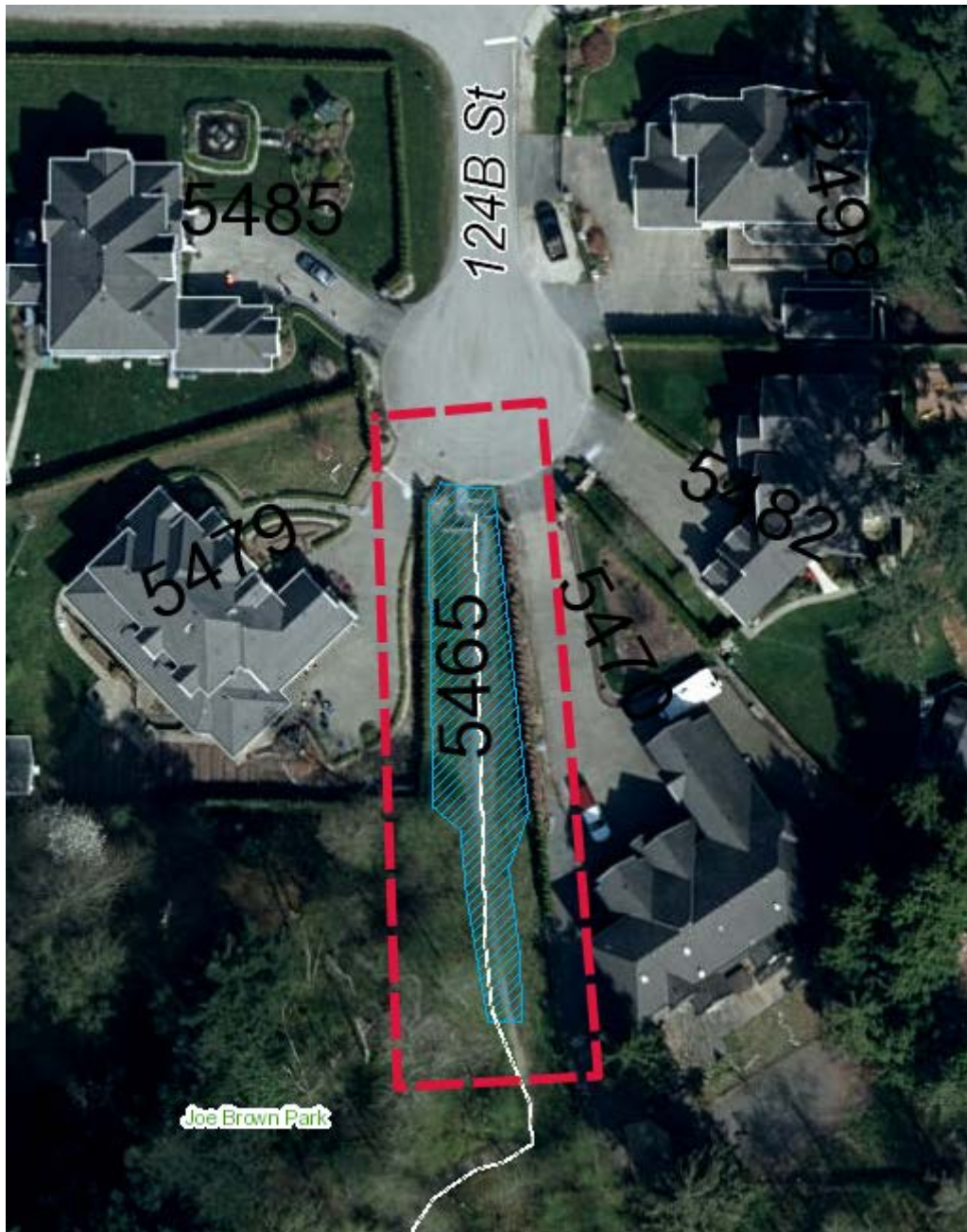




Site #49

Joe Brown Park

5465 124B Street



**LEGEND**

Area of interest is shown by this grid

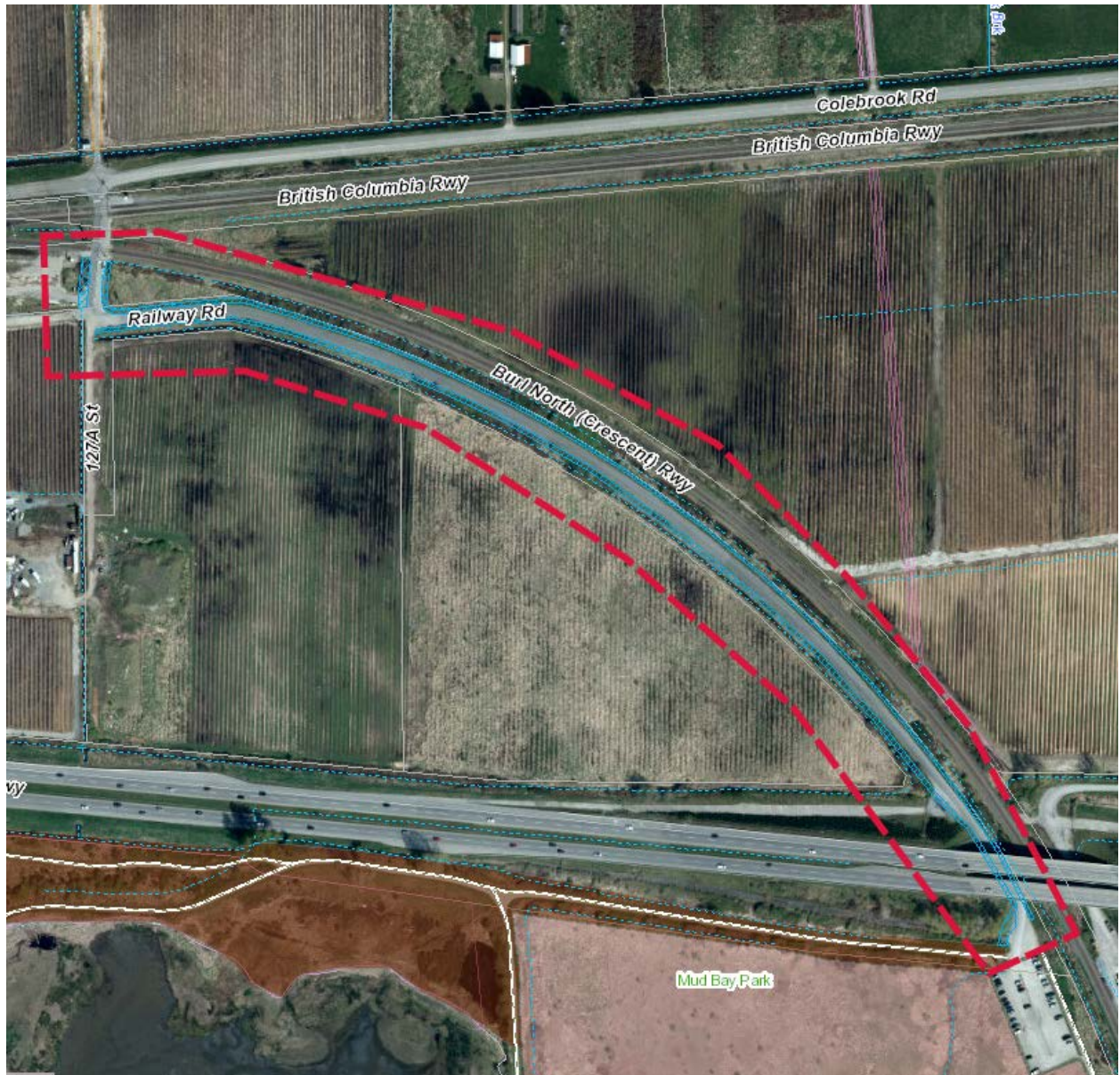




Site #50

Mud Bay Access Road

Colebrook Rd & 127A Street



## LEGEND

Area of interest is shown by this grid



Site #51

Mound Farm Park

5288 168 Street



## LEGEND

Area of interest is shown by this grid

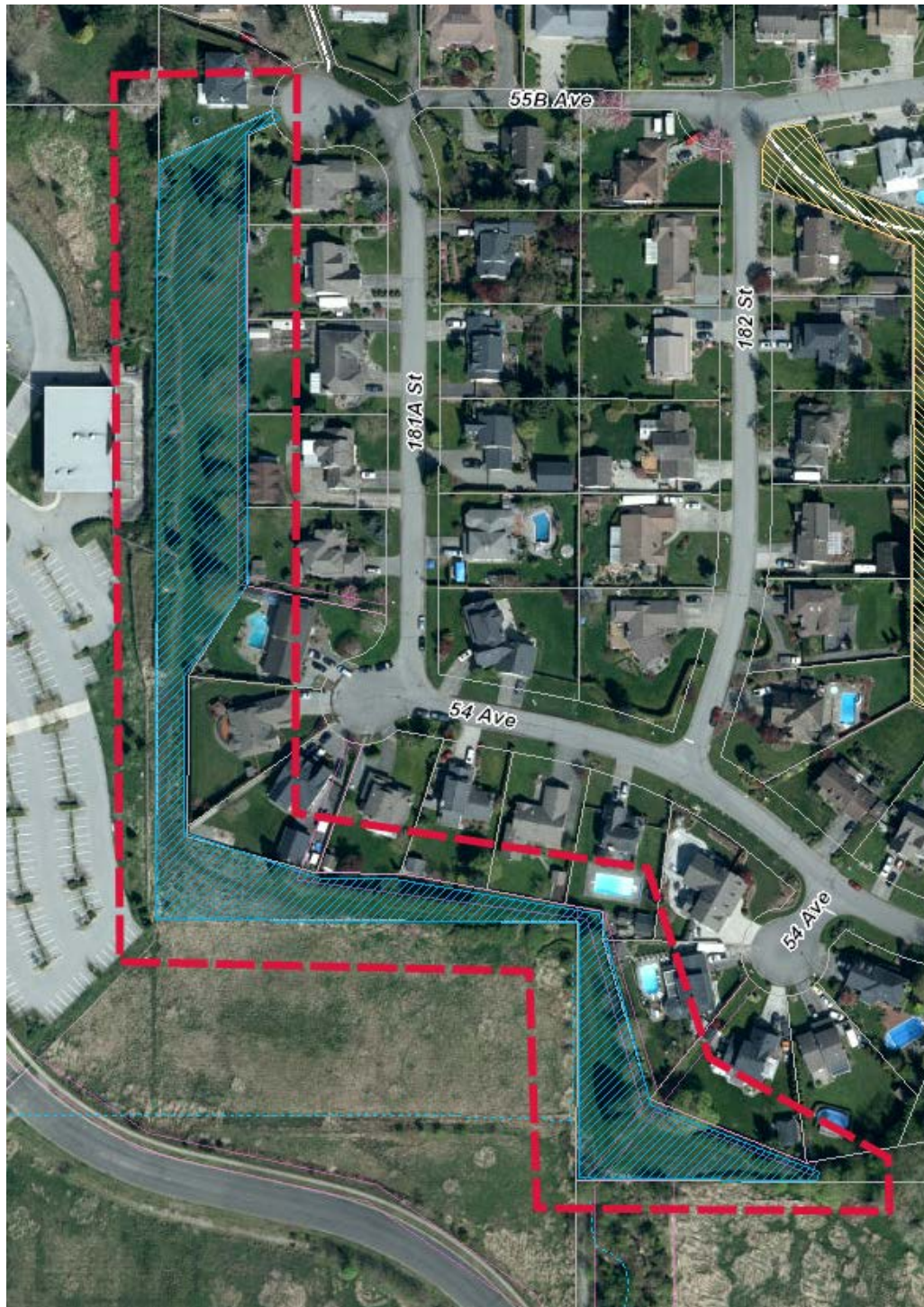




Site #52

Shannon Hill Park

5561 181A Street



**LEGEND**

Area of interest is shown by this grid







# **LEGEND**

Area of interest is shown by this grid





Site #54

Elgin Heritage Park

13723 Crescent Road



# LEGEND

Area of interest is shown by this grid



Site #55

Nico Wynd Dike Path

3601 Nico Wynd Drive



## LEGEND

Area of interest is shown by this grid





Site #56

Dunsmuir Farm Access Rd

Crescent Rd & Sullivan St



## LEGEND

Area of interest is shown by this grid

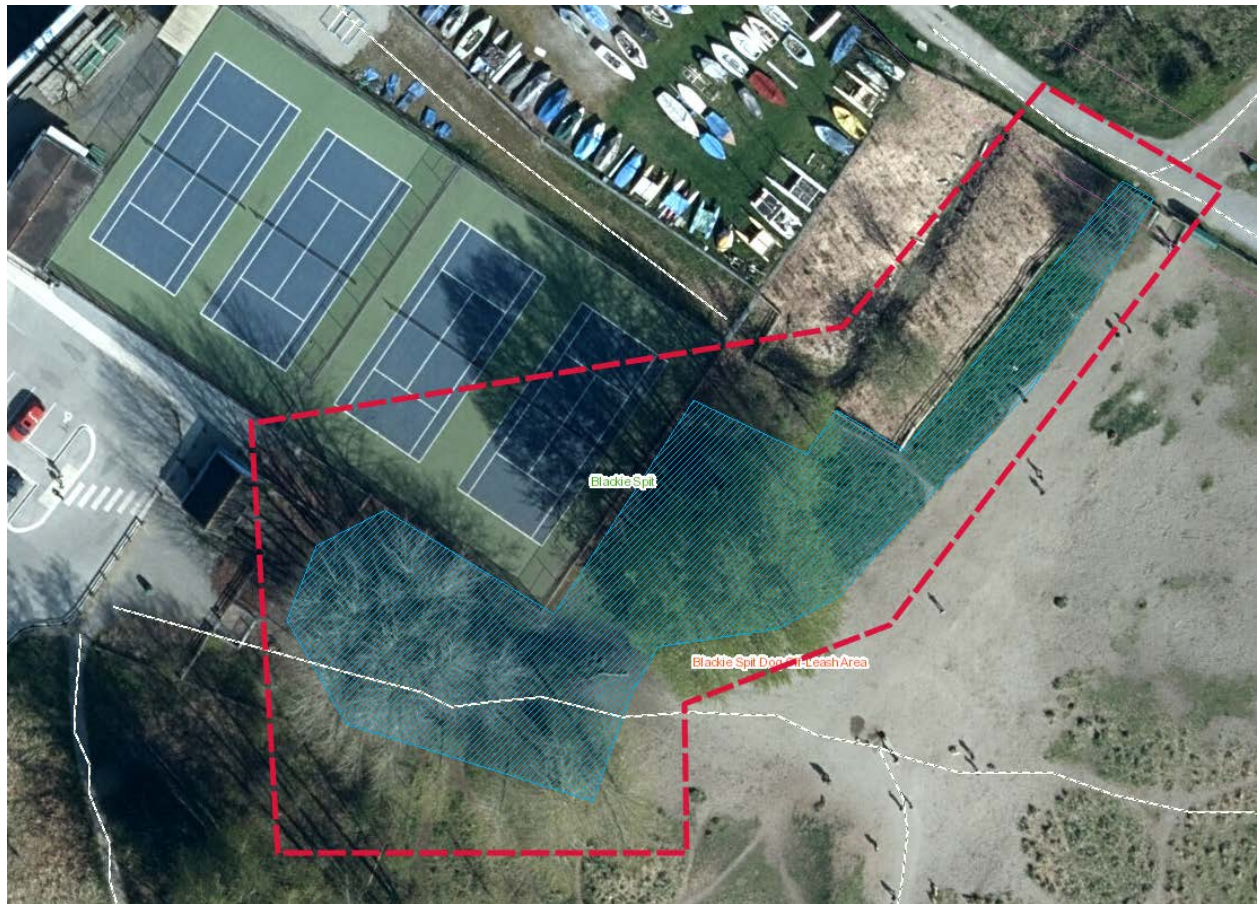




Site #57

Blackie Spit Dog Off-Leash Area

3136 McBride Ave



## LEGEND

Area of interest is shown by this grid







**LEGEND**

Area of interest is shown by this grid



Site #59

Semiahmoo Trail Park – 113B

2619 150 Street



**LEGEND**

Area of interest is shown by this grid





Site #60

Hydro Easement

15550 28 Avenue



**LEGEND**

Area of interest is shown by this grid



Site #61

Keery Park

18791 28 Avenue



### LEGEND

Area of interest is shown by this grid

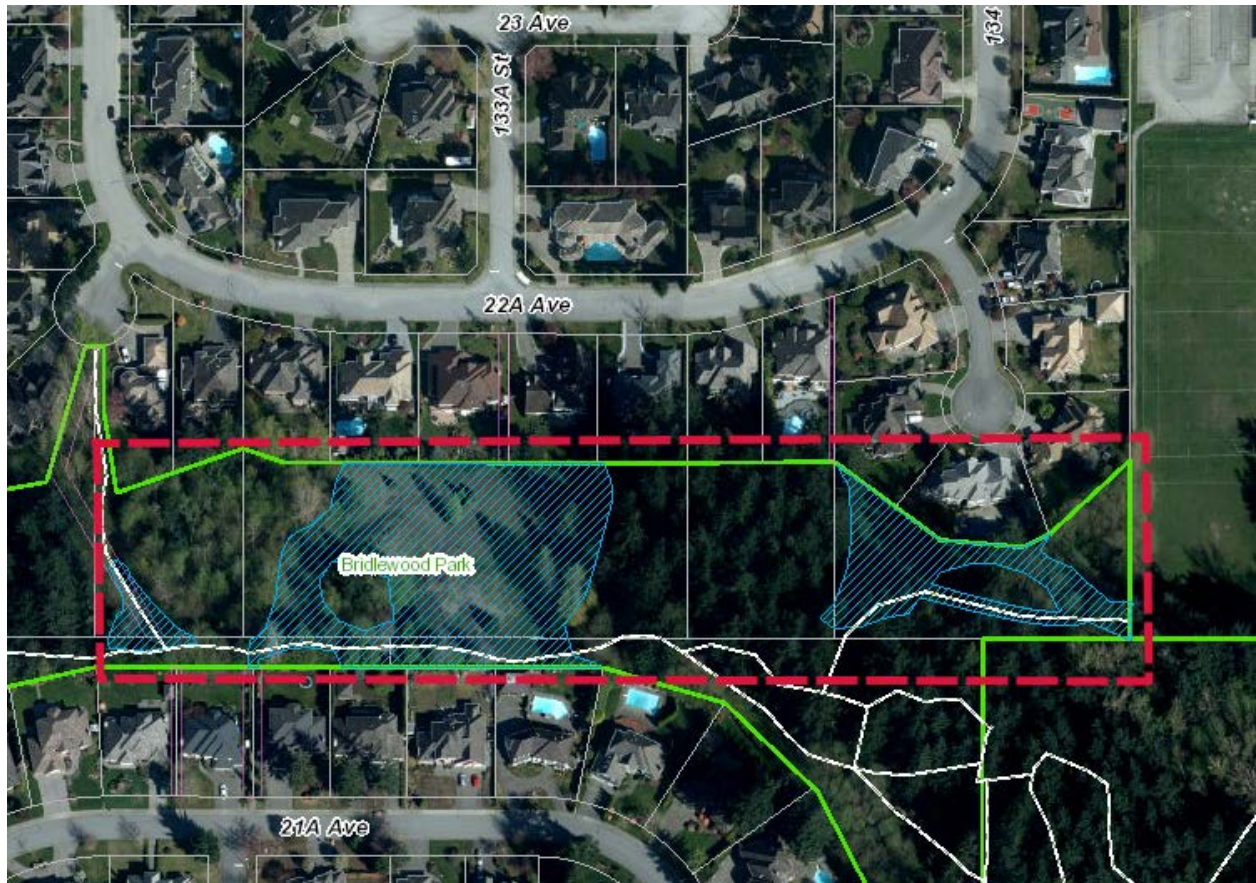




Site #62

Bridlewood Park

2144 134 Street



**LEGEND**

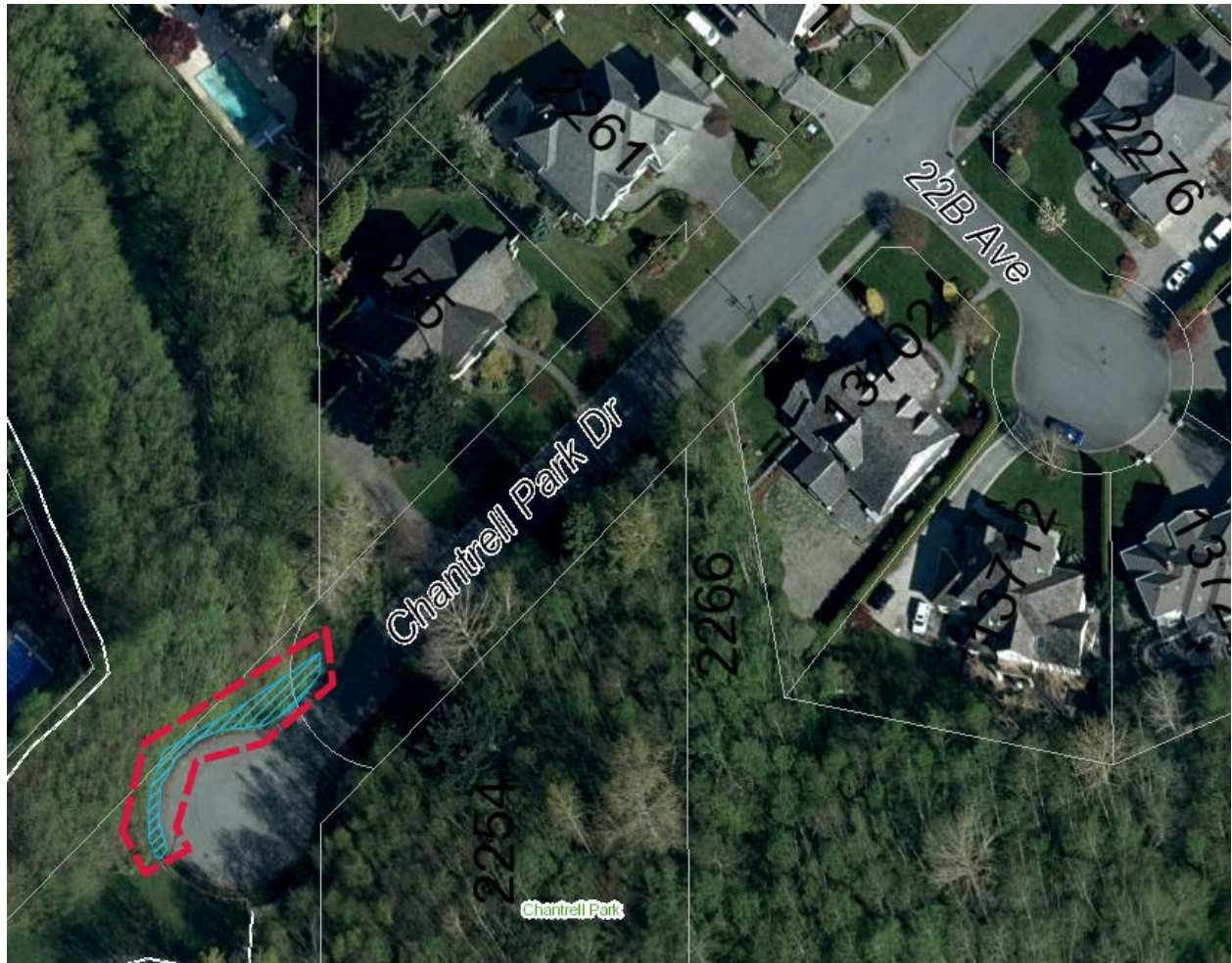
Area of interest is shown by this grid



Site #63

Chantrell Park

2210 Chantrell Park Drive



### LEGEND

Area of interest is shown by this grid





Site #64

South Meridian Park

16187 12 Avenue



**LEGEND**

Area of interest is shown by this grid





## SCHEDULE B - QUOTATION

RFQ Title: **LANDSCAPE MAINTENANCE – CITY-WIDE ROUGH MOW**

RFQ No: 1220-040-2016-024

### CONTRACTOR

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### 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](mailto:purchasing@surrey.ca)

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



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

**Section**

**Requested Departure(s) / Alternative(s)**

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

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

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

**Requested Departure(s) / Alternative(s)**

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

## SECTION B-1

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

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

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

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## SECTION B-2

### **Fees and Payments**

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

F.O.B. Destination, Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.					Ship Via:	
	The Contractor will provide all labour, materials, tools and equipment necessary to perform landscape maintenance: rough mow services.						
Site #	Site Description	Service Area (m²)	First Cycle Cut Price	Second Cycle Cut Price	Year One (1) Total Price	Year Two (2) Total Price	Total Two Year Amount
1	Bridgeview Park	1,730	\$	\$	\$	\$	\$
2	2B Greenbelt	2,402	\$	\$	\$	\$	\$
3	Fraser View Park	2,799	\$	\$	\$	\$	\$
4	Royal Kwantlen Park	1,283	\$	\$	\$	\$	\$
5	12B Utility ROW	3,034	\$	\$	\$	\$	\$
6	12D Utility ROW	5,675	\$	\$	\$	\$	\$
7	12G Utility ROW	16,166	\$	\$	\$	\$	\$
8	12H Utility ROW	8,922	\$	\$	\$	\$	\$
9	12J Greenbelt	1147	\$	\$	\$	\$	\$



10	15O Greenbelt	1,626	\$	\$	\$	\$	\$
11	22B Utility ROW	2765	\$	\$	\$	\$	\$
12	22D Utility ROW	20,908	\$	\$	\$	\$	\$
13	30E Utility ROW	27,408	\$	\$	\$	\$	\$
14	31E Utility ROW	31,015	\$	\$	\$	\$	\$
15	31H Utility ROW	19,083	\$	\$	\$	\$	\$
16	32A Greenbelt	5,787	\$	\$	\$	\$	\$
17	32B Utility ROW	4,759	\$	\$	\$	\$	\$
18	32D Utility ROW	7,707	\$	\$	\$	\$	\$
19	33A Utility ROW	10,459	\$	\$	\$	\$	\$
20	34A Utility ROW	19,716	\$	\$	\$	\$	\$
21	34B Utility ROW/ 34K Greenbelt	16,220	\$	\$	\$	\$	\$
22	35A Utility ROW	5,938	\$	\$	\$	\$	\$
23	35B Utility ROW	6,712	\$	\$	\$	\$	\$
24	35C Utility ROW	7,603	\$	\$	\$	\$	\$
25	Serpentine Greenway	4,431	\$	\$	\$	\$	\$
26	41A Greenbelt	5,462	\$	\$	\$	\$	\$
27	41D Utility ROW	3,616	\$	\$	\$	\$	\$
28	Bear Creek Park	2,229	\$	\$	\$	\$	\$
29	42C Utility ROW	13,147	\$	\$	\$	\$	\$
30	Maple Park	1,393	\$	\$	\$	\$	\$
31	43M Greenbelt	2,269	\$	\$	\$	\$	\$
32	British Manor Park	3,739	\$	\$	\$	\$	\$
33	Port Kells Park	5,967	\$	\$	\$	\$	\$
34	50B Utility ROW	32,597	\$	\$	\$	\$	\$
35	Newton Athletic Park - BMX	5,859	\$	\$	\$	\$	\$
36	Tamanawis Park	1,741	\$	\$	\$	\$	\$
37	60E - Utility ROW	2,722	\$	\$	\$	\$	\$
38	Newton Cultural Centre	318	\$	\$	\$	\$	\$
39	62H - Greenbelt	6,551	\$	\$	\$	\$	\$
40	Newton Detention Pond	767	\$	\$	\$	\$	\$
41	63D - Greenbelt	2,722	\$	\$	\$	\$	\$
42	Hazelgrove Park	1,946	\$	\$	\$	\$	\$

43	70G - Greenbelt	2,733	\$	\$	\$	\$	\$
44	72D - Greenbelt	4,805	\$	\$	\$	\$	\$
45	Old City Hall	60	\$	\$	\$	\$	\$
46	Sullivan Station	6,144	\$	\$	\$	\$	\$
47	77C - Utility ROW	1,669	\$	\$	\$	\$	\$
48	78B - Utility ROW	8,438	\$	\$	\$	\$	\$
49	Joe Brown Park	394	\$	\$	\$	\$	\$
50	Mud Bay Access Road	4,342	\$	\$	\$	\$	\$
51	Mound Farm Park	4,768	\$	\$	\$	\$	\$
52	Shannon Hill Park	9,098	\$	\$	\$	\$	\$
53	88D - Greenbelt	9,119	\$	\$	\$	\$	\$
54	Elgin Heritage Park	2,875	\$	\$	\$	\$	\$
55	Nico Wynd Dike Path	5,361	\$	\$	\$	\$	\$
56	Dunsmuir Farm Access Rd.	2,820	\$	\$	\$	\$	\$
57	Blackie Spit Dog Off-Leash Area	1,514	\$	\$	\$	\$	\$
58	Semiahmoo Trail Park	7,215	\$	\$	\$	\$	\$
59	Semiahmoo Trail Park - 113B	983	\$	\$	\$	\$	\$
60	Hydro Easement	486	\$	\$	\$	\$	\$
61	Keery Park	3,070	\$	\$	\$	\$	\$
62	Bridlewood Park	8,898	\$	\$	\$	\$	\$
63	Chantrell Park	82	\$	\$	\$	\$	\$
64	South Meridian Park	2,039	\$	\$	\$	\$	\$
<b>Note: - Overheads, General Conditions and Profit are to be included in the above amounts.</b>							
CURRENCY: Canadian	Subtotal:		\$	\$	\$	\$	\$
	GST 5%:		\$	\$	\$	\$	\$
	<b>TOTAL QUOTATION PRICE:</b>		\$	\$	\$	\$	\$

9. The Contractor offers to supply to the City of Surrey additional Goods and/or Services for the following price plus applicable taxes:

Unit Price Per Square Meter \$ \_\_\_\_\_



### SECTION B-3

#### **Time Schedule:**

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

    MILESTONE DATES \_\_\_\_\_

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

### SECTION B-4

#### **Key Personnel & Sub-Contractors:**

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

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

## SECTION B-5

### Experience and References:

13. Contractor's relevant experience and qualifications in delivering Goods and/or Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

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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.

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15. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and/or 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.

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



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

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CONTRACTOR**

**I/We have the authority to bind the Contractor**

\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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

**Schedule C**  
**Contractor Performance Assessment Report**

Period Report: From \_\_\_\_\_ to \_\_\_\_\_

PROBATIONARY PERIOD      Pass [ ]      Fail [ ]  
CONTRACT RENEWAL      Pass [ ]      Fail [ ]

An interim CPAR must be filled out for each month of the probationary period.

**1. NAME/ADDRESS OF CONTRACTOR:**

**2. DEPARTMENT/DIVISION:**

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** \_\_\_\_\_

**3. CONTRACT INFORMATION:**

CONTRACT NUMBER: \_\_\_\_\_ WORK ORDER NUMBER: \_\_\_\_\_

INITIAL VALUE (Base + Options): \_\_\_\_\_ CURRENT VALUE \$: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

DESCRIPTION OF CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_

**4. NAME AND TITLE OF ASSESSOR (CONTRACT MANAGER OR EQUIVALENT INDIVIDUAL RESPONSIBLE FOR SERVICE DELIVERY, PROGRAM, PROJECT OR TASK/WORK ORDER EXECUTION)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**5. COMMENTS/RECOMMENDATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 6. CONTRACTOR EVALUATION:

Summarize contractor performance and indicate the performance rating on the grid below:

Evaluate the following areas:	Past Rating	CURRENT RATING SCALE:					
		(Value 0)	(Value1)	(Value 2)	(Value 3)	(Value 4)	(Value 0)
<b>A. Quality/Technical Performance</b>							
<u>Description:</u> Assess the contractor's conformance to contract requirements, specifications, contract clauses pertaining to technical requirements, and standards of good workmanship (e.g. commonly accepted technical or professional standards). Assess the accuracy of reports as well as technical excellence:							
<b>B. Timeliness of Performance</b>							
<u>Description:</u> Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc. Assess the contractor's adherence to the required delivery schedule by assessing the contractor's efforts during the assessment period that contribute to or effect the schedule variance. Also consider: is the contractor reliable and responsive to technical direction?							
<b>C. Cost Control</b>							
<u>Description:</u> Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Also consider: was the work performed within budget? Were billings current, accurate and complete? the relationship of costs to actuals; cost effectiveness; and change orders issued?							
<b>D. Business Relations</b>							
<u>Description:</u> Assess the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submissions, and the contractor's history of reasonable and cooperative behaviour. Assess the contractor's success with timely award and management of sub-contracts. Assess the extent to which the contractor discharges its responsibility for integration and coordination for all activity needed to execute the contract. Also consider: responsiveness to contract requirements, professional correspondence and administration, prompt notification of problems, flexibility, cooperativeness, and proactive contractor recommended solutions.							
<b>E. Management of Key Personnel</b>							
<u>Description:</u> Assess the contractor's performance in selecting, retaining, supporting, and replacing (when necessary) key personnel.							
<b>F. Customer Service</b>							
<u>Description:</u> This category is often best assessed by using client/staff input which is obtained during the course of the contract and/or after completion of the contract. Be sure that the customers are aware of and base their rating on specific contract requirements rather than expectations that are not part of the contract.							
<b>Total Ratings</b>							
<b>Mean Score: (Add the numerical ratings and divide by the number of categories rated)</b>							

### CONTRACTOR'S REVIEW:

NAME: \_\_\_\_\_ POSITION/TITLE: \_\_\_\_\_

Date Contractor Received CPAR: \_\_\_\_\_ Date of Receipt of Response: \_\_\_\_\_

I agree with the rating assigned: \_\_\_\_\_

I disagree with the rating assigned (Provide explanation below):

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FINAL CITY RATING AND REVIEW (TO BE COMPLETED BY THE DEPARTMENT REPRESENTATIVE, OR DESIGNATE RESPONSIBLE FOR SERVICE DELIVERY PROGRAM, PROJECT OR TASK/WORK ORDER EXECUTION).

QUALITY/TECH. PERFORMANCE	TIMELINESS OF PERFORMANCE	COST CONTROL	BUSINESS RELATIONS	MANAGEMENT OF KEY PERSONNEL	CUSTOMER SERVICE

Mean Score: (Sum of scores divided by number of categories evaluated)	
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## 7. RATING SCALE:

**Exceptional (4):** Performance meets contractual requirements and exceeds many to the City's benefit. The contractual performance of the contractor being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. There were no delays in performance or delivery, no cost issues, no quality problems, and responses to inquiries and technical/administrative/service issues were effective and responsive.

**Very Good (3):** Performance meets contractual requirements and exceeds some to the City's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Quality non-conformances, cost issues, and performance or delivery delays do not impact achievement of contract requirements. Responses to inquiries and technical/service/administrative issues were usually effective and responsive.

**Satisfactory (2):** Performance meets contractual requirements. The contractual performance of the contractor contains some minor problems for which corrective actions were taken and appear or were effective. Non-conformance(s), cost issues, and performance or delivery delays require minor City resources to ensure achievement of contract requirements. Responses to inquiries and technical/service/administrative issues were somewhat effective and responsive.

**Marginal (1):** Performance does not meet all contractual requirements. The contractual performance of the contractor being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Non-conformance(s), cost issues, and performance or delivery delays require major City resources to ensure achievement of contract requirements. Responses to inquiries and technical/service/administrative issues were marginally effective and responsive.

**Unsatisfactory (0):** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the contractor contains serious problems for which the contractor's corrective actions appear or were ineffective. Non-conformances, cost issues, and performance or delivery delays are compromising the achievement of contract requirements despite use of City resources. Responses to inquiries and technical/service/administrative issues were not effective and responsive.



**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 of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.**

Project File No.: 1220-040-2016-005

Project Title and Site Location: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

Telephone/Fax Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Person in Charge of Project: \_\_\_\_\_

Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_

Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## **ATTACHMENT 3 CONTRACTOR HEALTH & SAFETY EXPECTATIONS**

### **RESPONSIBILITY OF CONTRACTOR(S)**

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

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

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

### **PERSONNEL**

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

### **SAFETY MANAGEMENT SYSTEM**

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



## **WORK AREAS –City Facilities**

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

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

## **SAFETY ATTITUDE**

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

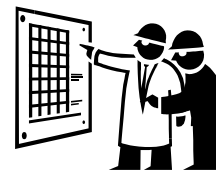
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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

### **All Employees & Contractors:**

It is everyone responsibility to:

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



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

**A common sense approach usually resolves the issue.**

## **GENERAL RULES**

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).

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



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

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

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

**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:** \_\_\_\_\_

Submission Date: Friday April 22 2015

ATTACHMENT 4  
Weekly Landscape Maintenance Completion Log

Work Week Date Range: April 18-22 2015

Completed by (signature): S. Contractor

SITE #	PARK	SERVICE DAY	SERVICE DATE	START TIME	COMPLETION TIME
aa	Sample Park	Wednesday	April 20th	7:15am	3:45pm

Additional Notes:

Date Received: