



REQUEST FOR QUOTATIONS

Title: In-Ground Refuse Collection & Disposal

Reference No.: 1220-040-2021-042

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: August 18th, 2021

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

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

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

3. DATE

The City would prefer to receive Quotations on or before September 1st, 2021 (the “**Date**”).

4. INQUIRIES

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

Name: Richard D. Oppelt, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2021-042

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

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City

Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

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

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors’ prices in Schedule B to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

6. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

7. CONTRACTOR'S EXPENSES

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

8. CONTRACTOR'S QUALIFICATIONS

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

9. CONFLICT OF INTEREST

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

10. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

11. 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.

12. SIGNATURE

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

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

Attachment No. 1 – DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: In-Ground Refuse Collection & Disposal

RFQ No.: 1220-040-2021-042

THIS AGREEMENT dated for reference this _____ day of _____, 2022.

BETWEEN:

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

(the "**City**")

AND:

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

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

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

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

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

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

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

Schedule A – Specifications of Goods and Scope of Services;
Schedule A-1 – In-Ground Refuse Collection Site List & Service Levels;
Schedule A-2 – Service Level Schedules;
Schedule A-3 – Annual Work Plan;
Schedule A-4 – Maps;
Attachment 1 – Prime Contractor Designation Letter of Understanding;
Attachment 2 – Contractor Health & Safety Expectations Responsibility of Contractor(s); and
Schedule B – Quotation Extracts.

2. GOODS AND SERVICES

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

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

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

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

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet

this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

2.6 **Pandemic Restrictions**

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.6.1 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 22 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. **TERM**

- 3.1 The Contractor will provide the Goods and Services for a one year period commencing on **(START DATE)** and terminating on **(END DATE)** (the "Term").
- 3.2 The City may at any time prior to (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) 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.

4. **TIME**

- 4.1 Time is of the essence.
- 4.2 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods [the "Time Schedule"] as set out in

Schedules "A", A-1" & "A-2", or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and propose a revised Time Schedule for approval by the Department Representative.

5. FEES

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

6. PAYMENT

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

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

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

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

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

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have

authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to

these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

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

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CONTRACTOR RESPONSIBILITIES

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

14. PROBATIONARY PERIOD

14.1 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.

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

15. INSPECTION AND CORRECTION OF DEFICIENCIES

15.1 The Department Representative, or designate may complete monthly performance inspections of the Contractor's performance of the Services and review whether the Services supplied by the Contractor is adequate in all respects and in conformity with the requirements.

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

(a) Performance evaluation deficiency corrections must be initiated within 24 hours by providing the Department Representative in writing, a completion timeline for approval.

(b) The Contractor must confirm in writing when the deficiencies are corrected.

15.3 For any deficiency that the City determines as requiring immediate correction, a deficiency notice will be issued and the Contractor will have two (2) hours from time of notice to initiate corrective action in any specific instance. Completion of the corrected deficiency must be confirmed.

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

15.5 Should the Contractor not furnish the designated approved supplies in adequate quantities, the City will purchase the needed supplies and charge them against the Contractor's invoice at the City's cost plus twenty percent (20%). A deficiency notice will be issued to document the inadequate provisions.

Failure to correct a deficient item of work or other contract requirement, within the established time period, or four deficiency notices in a thirty (30) day period, and in accordance with this Agreement requirements shall constitute a valid **deficiency claim** and cause the City to issue a written notice to the Contractor. The deficiency claim shall describe each item of work that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, it shall notify the Contractor of dates of all previous valid deficiency claims issued under the contract and describe the consequences should additional valid deficiency claims be issued.

15.6 Any inspections carried out by the City do not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Agreement, from

making its own inspections, and otherwise ensuring that the Services are being performed in full conformity with all terms and conditions of the Agreement.

- 15.7 The Department Representative, or designate shall make the final decision as to whether or not any Service has been satisfactorily performed.
- 15.8 If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes at their own cost.
- 15.9 The City may use the reviews, notices and claims for evaluation of the Contractor's performance in the assessment of future procurement opportunities.
- 15.10 The Contractor further agrees that neither the Contractor nor any other person shall have any claim against the City, or employees, or agents of the City under any circumstances as a result of the preparation and use of the monthly performance reviews, deficiency notices or deficiency claims.

16. CITY RESPONSIBILITIES

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

17. DEFICIENCIES

- 17.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 17.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective

Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

18. DEFAULT AND TERMINATION

- 18.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 18.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 18.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 18.4 The City may terminate this Agreement for cause as follows:
- (a) the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
 - (c) Issuance of three (3) valid claims in a sixty (60) day period or a total of seven (7) valid deficiency claims in a six (6) month period will be grounds for the City to declare the Contractor in default and cancel the Agreement.

- 18.5 If the City terminates this Agreement as provided by Section 18.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

19. CURING DEFAULTS

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

20. DISPUTE RESOLUTION

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

21. SUSPENSION OF WORK

- 21.1 The City shall have the right, from time to time, to suspend operations in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Services to be suspended or stopped and is signed by the Department Representative, or designate. In the event of such right being exercised so as to cause delay to the Contractor, then an extension of time equal to such delay shall be allowed to complete this 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.

22. WCB AND OCCUPATIONAL HEALTH AND SAFETY

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

- 22.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 22.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 22.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

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

23. BUSINESS LICENSE

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

24. GENERAL PROVISIONS FOR GOODS

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

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

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

25. COMPLIANCE

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

26. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

27. WAIVER

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

28. APPLICABLE LAW

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

29. NOTICES

- 29.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or

(c) by mail, five calendar days after posting.

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

30. MERGER AND SURVIVAL

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

31. ENTIRE AGREEMENT

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

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

32. SIGNATURE

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

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

33. FUEL EMISSIONS DATA

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

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

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

34. NON-ROAD DIESEL ENGINE EMISSION REGULATION

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

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

34.2 Other important information:

- Non-road Tier 1 engines must be registered and pay fees to operate,
- Failure to comply with the Bylaw may result in fines up to \$200,000, and
- 80% of fees paid into the program can be recovered.

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

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

[End of Page]

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(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

CONTRACTOR NAME

(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. SERVICES

- 1.1 The Contractor shall provide everything needed to meet all the requirements of the RFQ in-ground refuse collection and disposal services including, without limitation any and all labour, materials, tools and equipment and transportation necessary to pick up refuse from City owned containers at the designated locations, and to properly dispose of all refuse into Contractor's refuse hauling vehicle for disposal at the Contractor's disposal facility. All Services must be performed to the complete satisfaction of the City.

2. SCOPE OF SERVICES

- 2.1 All labour and supplies shall conform to the recognized standards accepted by applicable industry trade associations, and shall conform to the most current applicable Municipal, Provincial and National codes, by-laws, regulations and other applicable requirements. The Contractor shall be responsible for all costs associated with adhering to these codes, by-laws, regulations and requirements.
- 2.2 The Contractor shall have a good working knowledge of these codes, by-laws, regulations and requirements, and for promptly and efficiently applying the correct interpretation of such during the course of performing all work for the City. Any and all changes to these codes, by-laws, regulations and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 2.3 The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested in accordance with good industry practice. All work shall be performed in a professional manner and in accordance with good trade practice, and must be continually acceptable to the City.
- 2.4 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to the acceptability.

3. GENERAL REQUIREMENTS

- 3.1 At each scheduled service, the Contractor is responsible for the removal of all refuse within the in-ground cans (8' deep, 30" diameter) regardless of weight, location or content. All in-ground refuse bins/containers are the same size and specification. Waste bags of 6mm thickness or greater are required for lining the bins, the Contractor is responsible for the supply of waste bags.

Any refuse that cannot be pulled out of the in-ground bin as per the regular service must be reported to the City at the time of service, and is the Contractor's responsibility to organize, facilitate and confirm alternate removal services within a City-approved timeline.

If it is not possible to service the bin due to obstruction, the Contractor would be required to document the issue via the app, plus advise the City immediately in writing of the issue and provide a revised time schedule for the city to review and approve.

- (a) **Failure to service an in-ground bin as per the schedule will result in a deficiency notice and may result in a \$100 service credit per incident.**
- (b) **Failure to report refuse remaining in the in-ground bin within the service report will result in a deficiency notice and may result in a \$100 service credit per incident.**
- (c) **Failure to submit a corrective measures timeline to the City for approval within 48 hours of the initial service report will result in a deficiency notice and may result in a \$100 service credit per incident.**
- (d) **Failure to complete the corrective measures as per the approved timeline will result in a deficiency notice and may result in a \$100 service credit per incident.**

3.2 All litter within a 3 meter perimeter of the in-ground refuse bin must be collected and disposed off site. Any large debris (dumped refuse) that the Contractor cannot safely collect and dispose of must be photo-documented and included within the service report.

- (a) **Failure to report dumped refuse will result in a deficiency notice, and may result in a \$100 service credit per incident.**
- (b) **Failure to litter pick and remove all litter within 3 meters of the bin will result in a deficiency notice, and may result in a \$100 service credit per incident.**

The Contractor is responsible for all costs associated with waste disposal for any items collected and disposed of. This includes excess bags of waste or household items dumped beside the cans that are not too large to collect.

The City will be responsible for large items that the Contractor cannot collect (i.e., hazardous waste, construction debris, furniture, etc.).

3.3 An approved application (app) compatible with IOS and Android systems will be provided for streamlined documentation of all service reports. At every Service, the app's inspection and administrative fields must be fully filled out to record the completion of each service, confirm service location, report any issues and other additional details as required by the City.

- (a) **Failure to fully complete all required fields within the app will result in a deficiency notice per Service and may result in a \$100 service credit per day.**

3.4 The Contractor is responsible to ensure that after services, lids to the in-ground bins are properly placed and all locks are secured. Any damaged or missing locks must be reported within the service report.

- (a) **Any claims related to unreplaced or unsecured lids will be the Contractor's responsibility.**

3.5 The Contractor shall perform a visual inspection of each in-ground refuse bin and record any damages, graffiti and/or potential hazards via the approved app on their mobile device.

(a) **Failure to report damages, graffiti and/or potential hazards at time of service will result in a deficiency notice and may result in a \$100 service credit per day.**

In the event that the refuse bin has been vandalized or bags are ripped, the Contractor is responsible for removal of all contents and providing alternative removal services when needed.

3.6 In the event of any incidents, altercations or accidents involving City facility visitors, Contractor employees or City employees, the Contractor will notify the Department Representative immediately, and follow up in writing by 10am the following day. The City may require a detailed written report from the Contractor describing the hazard, unsafe working condition or incident.

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

3.7 The Contractor shall immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage to the facility and/or to protect facility visitors from injury. After regular working hours, (7am – 3:30pm) emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.

(a) **Failure to report any hazardous condition could result in the termination of the agreement.**

3.8 The Contractor will not interfere with the public use of a facility and/or site and will conduct its operations to offer the least possible disruption and inconvenience to the public.

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

3.10 Smoking is not permitted in any City Building or Park.

4. SCHEDULE OF WORK

4.1 The Contractor shall **establish an annual work plan** and provide a copy to the Department Representative two (2) weeks prior to the commencement date. A template (Schedule A-3) will be provided by the City. The Services shall be scheduled on day(s) as confirmed in the annual work plan.

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

4.2 The basic hours of services shall be as follows:

(a) **For the months of April through October, 7:00 a.m. to 6:00 p.m.**

(b) **For the months of November through March, 7:00 a.m. to 3:30p.m.**

- 4.3 The Contractor may work on Saturdays only with the prior approval of the City. No work will be permitted on Sunday or Statutory Holidays unless otherwise stated in the agreement.
- 4.4 The Contractor must be prepared to adjust its schedule to accommodate organized events and festivals at no cost to the City.
- 4.5 If at any time the Contractor discovers that the time schedule cannot be met it will immediately advise the City in writing and provide a revised time schedule for the City to review and approve.
- (a) **Failure to follow the schedule or provide an alternative schedule for approval will result in a deficiency notice and may result in a \$100 service credit per occurrence.**
- 4.6 The City reserves the right to set a priority schedule indicating the order that park locations and/or bins must be serviced.
- 4.7 The City reserves the right to alter the frequency of any service schedule, or the number of in-ground bins to be serviced without service credits.
- 5. PARK SECURITY / KEYS**
- 5.1 Any park gates/bollards opened unlocked and opened for access into a Park site must be immediately replaced and secured after entrance, then reopened and resecured again when exiting the park.
- (a) **Failure to replace a bollard or secure a gate upon immediate entry/exit into our out of a park will result in a deficiency notice and may result in a fee of \$100**
- (b) **Any claims related to unreplaced or unsecured bollards will be the Contractor's responsibility.**
- 5.2 The Contractor will be issued the necessary facility / gate key. In no case shall the Contractor make duplicates of any City issued key(s).
- 5.3 Keys will be signed for by the Contractor and upon completion or termination of the Agreement will be returned to the City.
- (a) **Failure to return keys and access cards to the Department Representative, or, designate within three (3) working days will incur a service credit of One Hundred Dollars (\$100.00) per day.**
- 5.4 Lost keys must be reported immediately to the City within twenty (24) hours from the time the incident occurred.
- (a) **The Contractor shall be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or FOBs, including re-keying doors, gates or locks.**

6. CONTRACTOR'S PERSONNEL

- 6.1 The Contractor will supply all sufficient labour, tools, equipment, transportation, hauling, dumping and plus provide all necessary supervision to adequately perform the Services and meet the schedule(s) & timelines. The Contractor and its personnel performing the Services should meet the following minimum qualifications and standards:
- Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
 - Should be licensed to operate Contractor's equipment;
 - Should be conversant in English;
 - have regard to such requirements as may be conveyed to it by the Department Representative and shall comply with all reasonable directions of the Department Representative;
 - comply with and ensure that the Contractor's agent(s) and employees comply with the terms and conditions of this RFQ; and
 - not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative, or designate.
- 6.2 The Contractor must designate an individual to serve as the primary point of contact to oversee the contract and provide contact information that includes contact availability, in case of an emergency or in case the City otherwise needs to contact the Contractor outside of the approved schedule.
- 6.3 The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public within the work area(s). The Contractor will meet with the City to consider the appropriate course of action with respect to such matter and the Contractor to take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public within the work area(s).
- 6.4 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel then the Contractor will, on written request from the City, replace such personnel.

Uniform/Identification

- 6.5 The Contractor's personnel's attire will be of a standard acceptable to the City. Acceptable attire is defined as a clean, long or short-sleeved shirt, worn with pants that provide a professional appearance. The Contractor is responsible for all aspects of attire worn by its staff.
- (a) **There will be a deficiency notice issued for any day when the Contractor's attire does not meet the City requirements.**

7. CONTRACTOR'S VEHICLES AND EQUIPMENT

- 7.1 The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information. All of the Contractor's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor shall arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 7.2 Vehicles used in the performance of the Services shall be identified on both sides with the full company name and telephone number. This must be fully legible and displayed in a professional manner.
- 7.3 A list of vehicles used for all Services must be submitted to the Department Representative, providing the make, model, colour, unit number and license plate number. As additional vehicles are added for any Services, the City must be provided with the updated information.
- 7.4 Driving speed through City parks will be at a maximum of 10 km/ hour, and the Amber lights on each vehicle must be used during the course of business in City parks.
- 7.5 Contractor's vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. Care and attention must be paid to avoid sprinkler heads, irrigation boxes or other hidden park assets. The City will determine the means and access to and from the work site area(s), in addition to restricting times or areas of access where it deems necessary.
- 7.6 A list of 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.
- 7.7 The Contractor shall equip all staff performing the Services with an internet-capable, mobile device with data (IOS or Android) for service reporting through an administrative and inspection application (app). Orientation for the administrative and inspection app can be provided by the City.
- (a) **Failure to equip staff internet-capable, mobile devices with data devices will result in a deficiency notice per day and may result in a \$100 service credit per day.**

8. COMMUNICATION

- 8.1 The Contractor shall be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email and telephone. Phone conversations must be followed up with written communication.

Minimally, the Contractor shall provide a contact number and answering service available 24 hours a day, 7 days a week in order to receive service requests from City staff.

- 8.2 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor shall not change the primary point of contact without written authorization from the City. Contractor will also designate a backup point of contact in the event the primary is not available.
- 8.3 The Contractor, or designate must respond to City requests for time-sensitive and emergency services within two (2) hours, and general inquiries within twenty-four (24) hours unless otherwise stipulated in the agreement.
- 8.4 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the City **immediately** in writing and by telephone.

9. LOST PROPERTY

- 9.1 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.
- 9.2 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.

10. INCLEMENT WEATHER

- 10.1 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.
- 10.2 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.
- 10.3 If the Contractor deems work cannot be completed as per the weekly schedule due to inclement weather, the Contractor must contact the City within 24 (twenty-four) hours and provide an alternative work plan for approval.
 - (a) **Failure to contact the City regarding the delay and or to provide an alternative work plan for approval will result in a deficiency notice and may result in a \$100 service credit per incident.**

11. ENVIRONMENTAL PROTECTION

- 11.1 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.

12. HEALTH, SAFETY AND PROTECTION

- 12.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.
- 12.2 Accident Reports: The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative, or designate within one hour of occurrence and a written follow-up report to the Department Representative, or designate within 24 hours of the occurrence.
- 12.3 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement the Contractor must:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Contractor's personnel performing or in any way coming into contact with the performance of this Agreement;
 - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
 - (c) Take such additional precautions as the Department Representative, or designate may reasonable require for health, safety and environmental protection; and,
 - (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

**SCHEDULE A-1 – IN-GROUND REFUSE COLLECTION SITE LIST &
SERVICE LEVELS 1, 2, 3, & 4 PARKS**

Service Level	Map Index #	Park Name	Address	# In-Ground Bins
1	110	Blackie Spit	3136 McBride Ave	5
1	110	Crescent Beach	End of Beecher St & End of Sullivan St (2 maps)	10
Total # of Level 1 Bins:				15

Service Level	Map Index #	Park Name	Address	# In-Ground Bins
2	130	1001 Steps	12590 15A Ave	1
2	124	Bakerview	1845 154th St	2
2	68	Clayton Dog Off-Leash	7041 188th St	1
2	120	Christopherson Steps	2409 Christopherson Road	1
2	121	Dogwood	13485 20th Ave	2
2	5	Fraser View	11210 159A St	1
2	44	Freedom Dog Off-Leash	15452 84 Ave	1
2	131	Fun Fun	1472 128 Street	1
2	115	Morgan Heights Linear	16151 25 Ave	1
2	91	Mudbay	13030 48th Ave	2
2	114	Oliver	15958 28 Ave	1
2	127	Redwood	17900 20th Ave	1
2	9	Tannery Dog Off-Leash	10761 Dyke Road	2
Total # of Level 2 Bins:				17

Service Level	Map Index #	Park Name	Address	# In-Ground Bins
3	82	Colebrook	5419 King George Blvd	1
3	62	Hazelnut Meadows Community	14069 68th Ave	1
3	89	Hi-Knoll	19569 Colebrook Road	1
3	62	Newton Pond	136B St and 70 Ave	1
3	73	Sullivan Heights	6322 144 St	1
Total # of Level 3 Bins:				5

Service Level	Map Index #	Park Name	Address	# In-Ground Bins
4	-	-	-	0

Total # of Level 4 Bins:				0
Total # of Bins:				37

SCHEDULE A-2 – SERVICE LEVEL SCHEDULES

	2x per week	Weekly	Bi-Weekly	Monthly	Bi-Monthly	
Service Level 1						
High Season	X					Apr 1 - Sept 30
Mid Season		X				Feb 1 - Mar 31 and Oct 1 - Nov 20
Low Season			X			Dec 1 - Jan 31
Service Level 2						
High Season			X			Apr 1 - Sept 30
Mid Season			X			Feb 1 - Mar 31 and Oct 1 - Nov 20
Low Season				X		Dec 1 - Jan 31
Service Level 3						
High Season				X		Apr 1 - Sept 30
Mid Season				X		Feb 1 - Mar 31 and Oct 1 - Nov 20
Low Season					X	Dec 1 - Jan 31
Service Level 4						
High Season					X	Apr 1 - Sept 30
Mid Season					X	Feb 1 - Mar 31 and Oct 1 - Nov 20
Low Season					X	Dec 1 - Jan 31

SCHEDULE A-3 – ANNUAL WORK PLAN

				SERVICE LEVEL 1		SERVICE LEVEL 2											SERVICE LEVEL 3						
Service Week	Date Range			Blackie Spit	Crescent Beach	1001 Steps	Bakerview	Clayton Off-Leash	Christopherson Steps	Dogwood	Fraser View	Freedom	Fun Fun	Morgan Hts Linear	Mudbay	Oliver	Redwood	Tannery	Colebrooke Park	Hazelnut Meadows	Sullivan Heights	Hi-Knoll	Newton Pond
	LOW SEASON	1	Dec 26	Jan 01	F	F																	
2		Jan 02	Jan 08			Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
3		Jan 09	Jan 15	F	F														Sa	Sa	Sa	Sa	Sa
4		Jan 16	Jan 22			Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
5		Jan 23	Jan 29	F	F																		
MID SEASON	6	Jan 30	Feb 05	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	7	Feb 06	Feb 12	F	F														Sa	Sa	Sa	Sa	Sa
	8	Feb 13	Feb 19	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	9	Feb 20	Feb 26	F	F																		
	10	Feb 27	Mar 05	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	11	Mar 06	Mar 12	F	F														Sa	Sa	Sa	Sa	Sa
	12	Mar 13	Mar 19	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	13	Mar 20	Mar 26	F	F																		
HIGH SEASON	14	Mar 27	Apr 02	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	15	Apr 03	Apr 09	M & F	M & F														Sa	Sa	Sa	Sa	Sa
	16	Apr 10	Apr 16	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	17	Apr 17	Apr 23	M & F	M & F																		
	18	Apr 24	Apr 30	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	19	May 01	May 07	M & F	M & F														Sa	Sa	Sa	Sa	Sa
	20	May 08	May 14	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	21	May 15	May 21	M & F	M & F																		
	22	May 22	May 28	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	23	May 29	Jun 04	M & F	M & F														Sa	Sa	Sa	Sa	Sa
	24	Jun 05	Jun 11	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	25	Jun 12	Jun 18	M & F	M & F																		
	26	Jun 19	Jun 25	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	27	Jun 26	Jul 02	M & F	M & F														Sa	Sa	Sa	Sa	Sa
	28	Jul 03	Jul 09	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	29	Jul 10	Jul 16	M & F	M & F																		
	30	Jul 17	Jul 23	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	31	Jul 24	Jul 30	M & F	M & F														Sa	Sa	Sa	Sa	Sa
	32	Jul 31	Aug 06	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	33	Aug 07	Aug 13	M & F	M & F																		
34	Aug 14	Aug 20	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
35	Aug 21	Aug 27	M & F	M & F														Sa	Sa	Sa	Sa	Sa	
36	Aug 28	Sep 03	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
37	Sep 04	Sep 10	M & F	M & F																			
38	Sep 11	Sep 17	M & F	M & F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
39	Sep 18	Sep 24	M & F	M & F														Sa	Sa	Sa	Sa	Sa	
MID SEASON	40	Sep 25	Oct 01	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	41	Oct 02	Oct 08	F	F																		
	42	Oct 09	Oct 15	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	43	Oct 16	Oct 22	F	F														Sa	Sa	Sa	Sa	Sa
	44	Oct 23	Oct 29	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	45	Oct 30	Nov 05	F	F																		
	46	Nov 06	Nov 12	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
	47	Nov 13	Nov 19	F	F														Sa	Sa	Sa	Sa	Sa
48	Nov 20	Nov 26	F	F	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
LOW SEASON	49	Nov 27	Dec 03	F	F																		
	50	Dec 04	Dec 10			Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa						
	51	Dec 11	Dec 17	F	F													Sa	Sa	Sa	Sa	Sa	
	52	Dec 18	Dec 24			Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa	Sa					
Total Services				74	74	26	26	26	26	26	26	26	26	26	26	26	26	13	13	13	13	13	

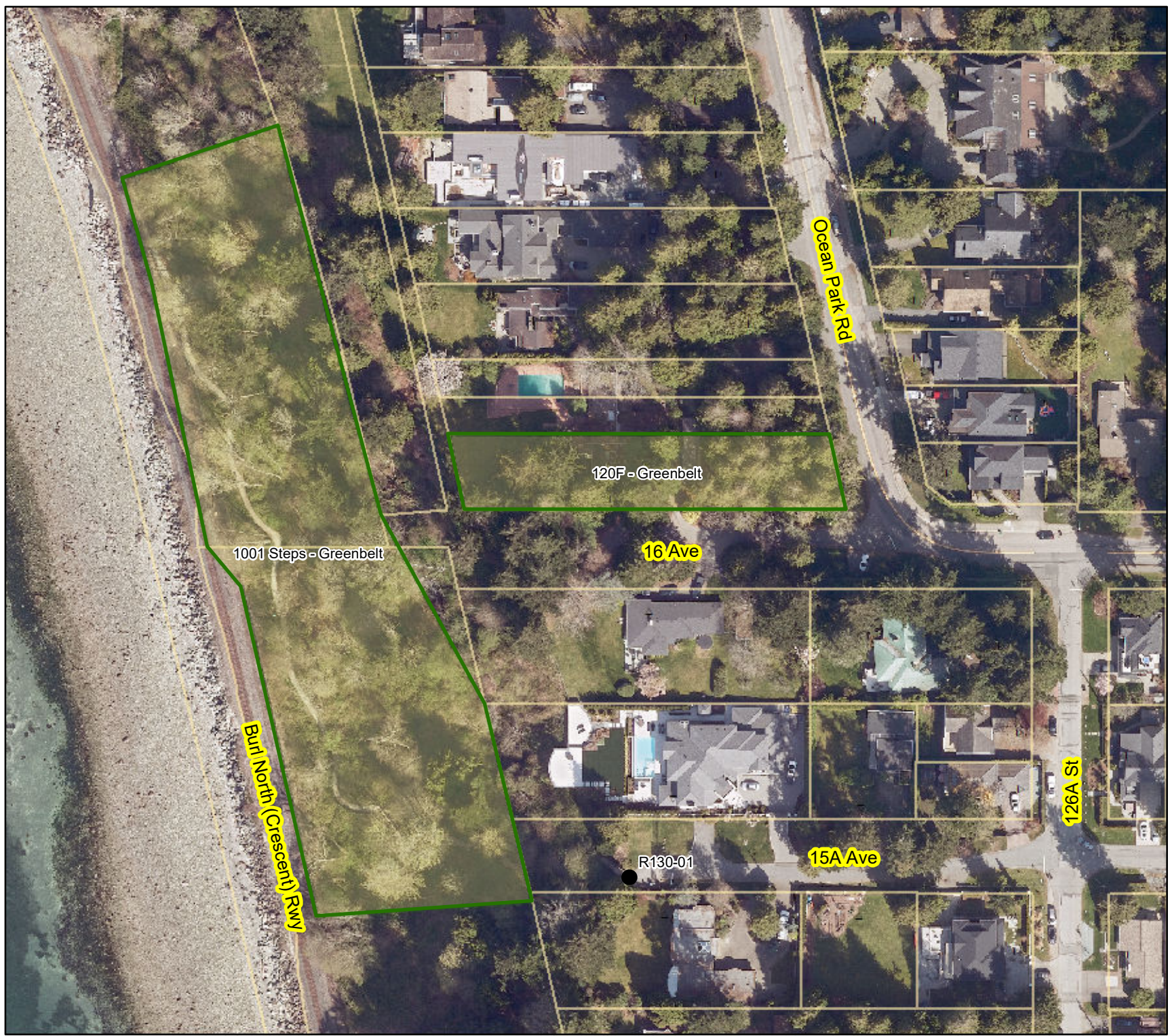
SCHEDULE A-4 – MAPS

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1001 Steps - Greenbelt, 12590 15A Ave

Litter Containers

- In Ground



Bakerview Park, 1845 154 St



Litter Containers

- In Ground

Blackie Spit, 3136 McBride Ave

Litter Containers

● In Ground



Christopherson Steps - 120E, 2409 Christopherson Rd



Litter Containers

● In Ground

Clayton Dog-Off-Leash Park, 7011 188 St



Litter Containers

- In Ground

Colebrook Park, 5419 King George Blvd

Litter Containers

● In Ground



Crescent Beach, 12160 Beecher St

Litter Containers

- In Ground



Dogwood Park, 13485 20 Ave

Litter Containers

● In Ground



Fraser View Park, 11210 159A St



Litter Containers

- In Ground

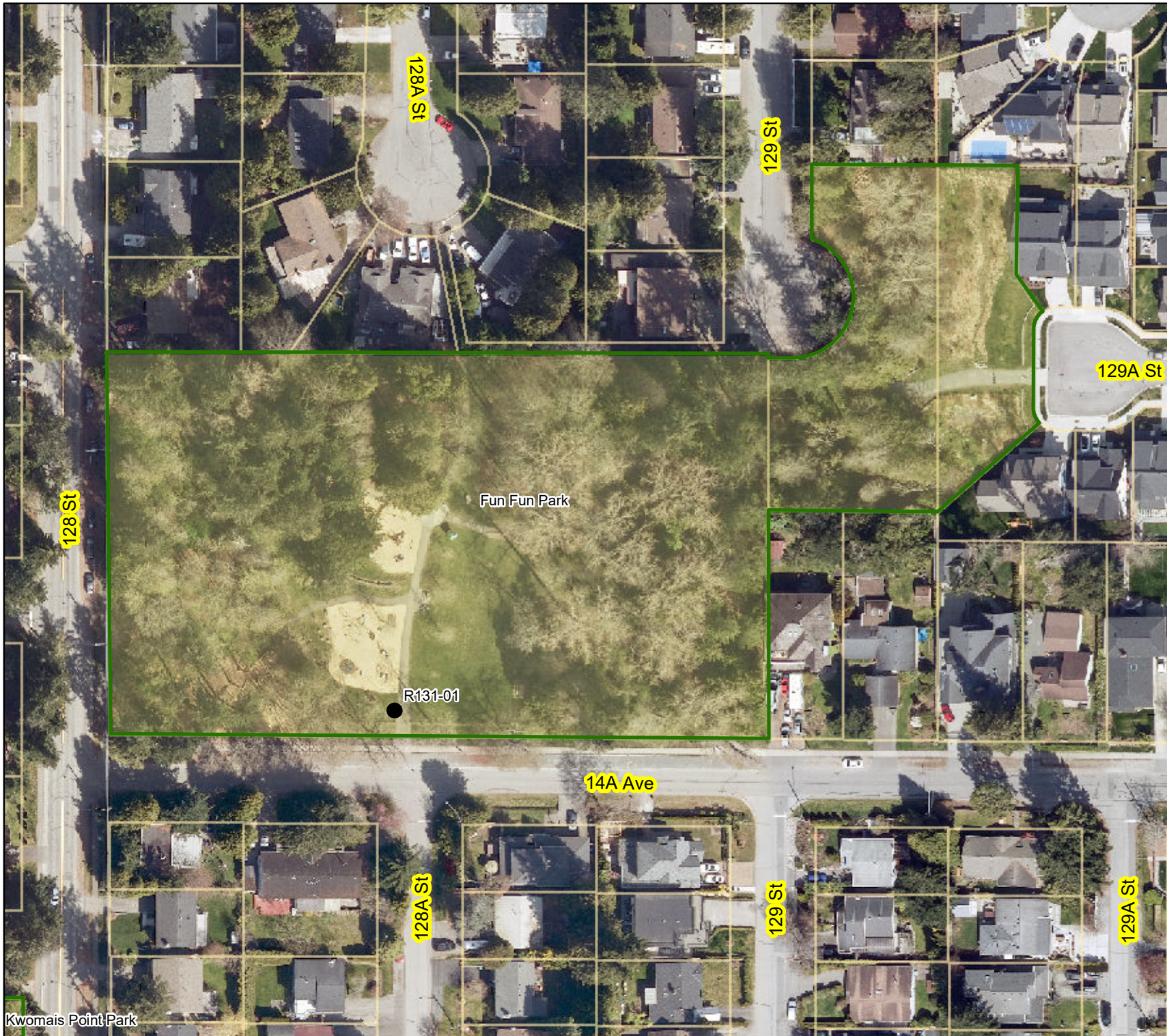
Freedom Dog-Off-Leash Park, 15452 84 Ave



Litter Containers

● In Ground

Fun Fun Park, 1472 128 St



Litter Containers

- In Ground

Kwomais Point Park

Hazelnut Meadows Community Park, 14069 68 Ave

Litter Containers

- In Ground



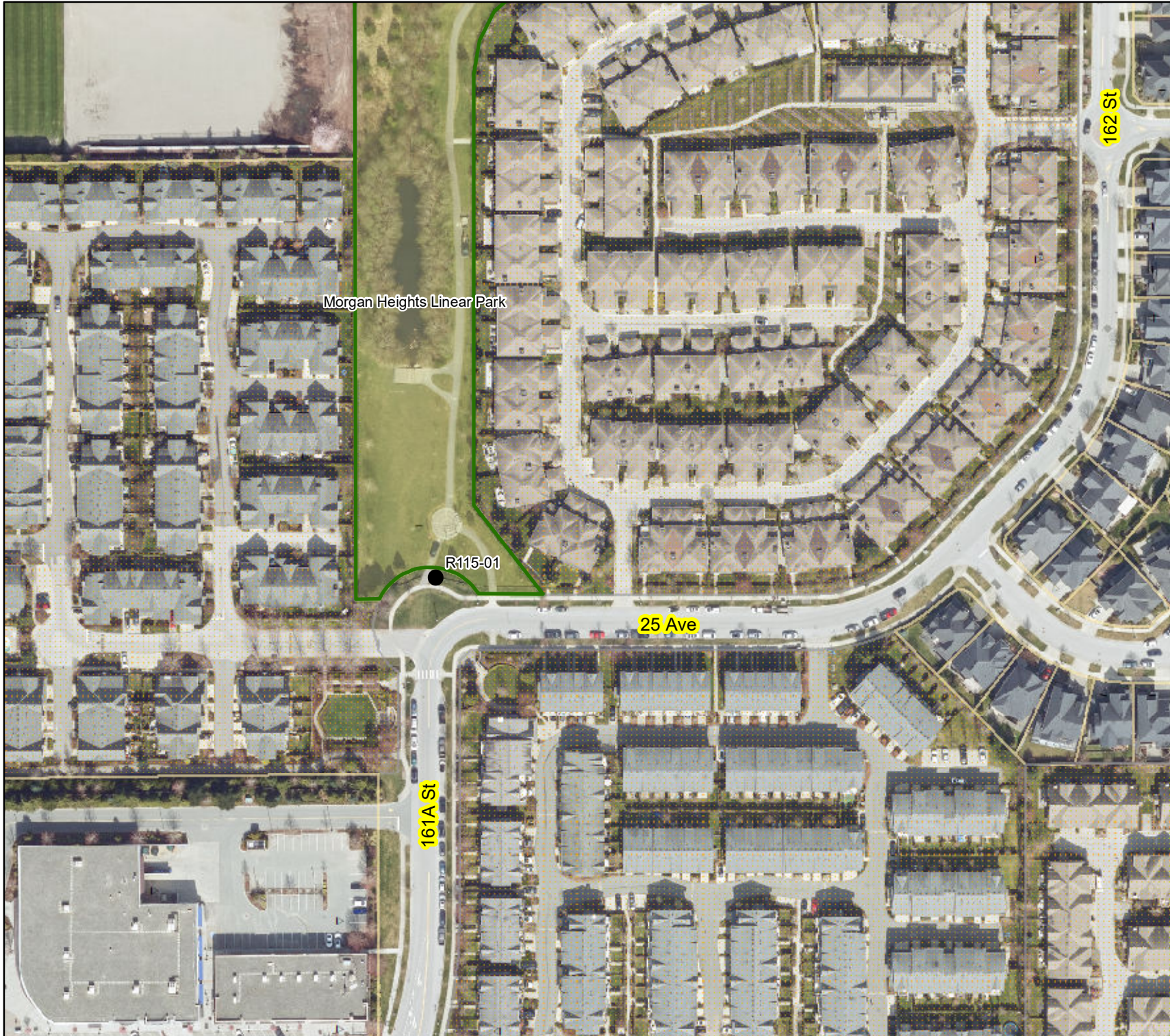
Hi-Knoll Park, 19569 Colebrook Rd



Litter Containers

- In Ground

Morgan Heights Linear Park, 16151 25 Ave



Litter Containers

- In Ground

Mud Bay Park, 13030 48 Ave

Litter Containers

- In Ground



Newton Pond, 13720 70 Ave



Litter Containers

- In Ground

Oliver Park, 15958 28 Ave



Litter Containers

- In Ground

Redwood Park, 17900 20 Ave



Litter Containers

- In Ground

Sullivan Heights Park, 6322 144 St



Litter Containers

- In Ground

Tannery Park, 10761 Dyke Rd



Litter Containers

- In Ground

ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2021-042

Project Title and Site Location: In-Ground Refuse Collection & Disposal

Prime Contractor Name: _____

Prime Contractor Address: _____

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

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, 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 2 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS – City Facilities

No work by contractors shall occur in any area without prior consent of the 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.**

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

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

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____



SCHEDULE B - QUOTATION

RFQ Title: In-Ground Refuse Collection & Disposal

RFQ No: 1220-040-2021-042

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Manager, Procurement Services

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

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

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

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

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

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

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

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

Requested Departure(s):

Please State Reason for the Departure(s):

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

Changes and Additions to Specifications:

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

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

Requested Departure(s)

Please State Reason for the Departure(s):

Fees and Payments

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

F.O.B. Destination		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: Freight Prepaid
Service Level	# of Bins	# Services per Bin	Total # Services	Cost Per Service	Annual Cost
1	15	74	1110	\$	\$
2	17	26	442	\$	\$
3	5	13	65	\$	\$
4	0	6	0	\$	\$
CURRENCY: Canadian				Subtotal:	\$
				GST 5%:	\$
				Total Annual Cost:	\$

Extra Services

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

ITEM	EXTRA SERVICE	COST PER SERVICE
1.	ON-CALL EXTRA SERVICE	\$

Experience, Reputation and Resources:

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

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

12. Describe your company's approach in maintaining a flexible workforce to meet the needs of the City.

13. Health, Safety and Protection: Describe details of your company's health, safety & protection plan as described in Schedule A, Section 11., Provide sample reports if available.

14. Describe your company's training program. Provide a list (i.e. WHMS, Health & Safety, etc.) of refresher or upgrade training, if available, that your company provide for new and existing employees, including examples of subjects covered, materials and frequency.

15. Due to the COVID-19 situation, please provide a response to the following:

(a) Risk Mitigation Plan, that adheres to the current guidelines on HealthLinkBC and WorkSafeBC, that addresses, at minimum:

- preventative measures (e.g. social and physical distancing and supplies);
- policies for employees related to sickness (e.g., the steps you are taking to protect the health and safety of your staff, your plan for employees who may have, or think they may have, been exposed to the virus, have tested positive or are exhibiting symptoms).

(b) Business Continuity Plan, for execution of the Services that details how you are planning to minimize known and reasonably foreseeable impacts of COVID-19 on your business.

This plan should address, at minimum:

- training for staff and back-up resources;
- staff absences (e.g., planning for significant staff absences);
- potential material supply and subcontractor disruption; and
- any other current or reasonably foreseeable COVID-19 impacts to the delivery of the Services.”

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

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

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

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

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

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

Applicable as follows Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

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

This Quotation is offered by the Contractor this _____ day of _____, 2021.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)