



## **REQUEST FOR QUOTATIONS**

**Title:** Landscape Maintenance Services – Medians

**Reference No.:** 1220-040-2021-065

### **FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

Issue Date: September 10<sup>th</sup>, 2021

## TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	ADDRESS FOR DELIVERY .....	3
3.	DATE.....	3
4.	INQUIRIES.....	3
5.	ADDENDA.....	4
6.	NO CONTRACT.....	4
7.	ACCEPTANCE.....	4
8.	CONTRACTOR'S EXPENSES.....	4
9.	CONTRACTOR'S QUALIFICATIONS .....	5
10.	CONFLICT OF INTEREST .....	5
11.	SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	5
12.	CONFIDENTIALITY .....	5
13.	SIGNATURE .....	5
14.	MULTIPLE PREFERRED CONTRACTORS.....	6
	<b>Attachment No. 1 – DRAFT AGREEMENT – GOODS AND SERVICES.....</b>	<b>7</b>
	<b>SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES .....</b>	<b>22</b>
	<b>SCHEDULE A-1 – SITE LISTS .....</b>	<b>29</b>
	<b>SCHEDULE A-2 – LANDSCAPE MAINTENANCE SPECIFICATION AND CHECKLIST .....</b>	<b>36</b>
	<b>SCHEDULE A-3 – TIME SCHEDULE.....</b>	<b>38</b>
	<b>SCHEDULE A-4 – MAPS.....</b>	<b>39</b>
	<b>SCHEDULE A-5 – SAMPLE ANNUAL WORK PLAN .....</b>	<b>40</b>
	<b>SCHEDULE B - QUOTATION.....</b>	<b>41</b>

## 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](mailto: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 27<sup>th</sup>, 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](mailto:purchasing@surrey.ca)

Reference: 1220-040-2021-065

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

## **6. NO CONTRACT**

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

## **7. ACCEPTANCE**

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

## **8. CONTRACTOR'S EXPENSES**

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

## **9. CONTRACTOR'S QUALIFICATIONS**

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

## **10. CONFLICT OF INTEREST**

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

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

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

## **12. CONFIDENTIALITY**

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

## **13. SIGNATURE**

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

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

#### **14. MULTIPLE PREFERRED CONTRACTORS**

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

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more agreements with one or more Contractors.

**Attachment No. 1 – DRAFT AGREEMENT – GOODS AND SERVICES**

Reference Title: Landscape Maintenance Services – Medians

RFQ No.: 1220-040-2021-065

**THIS AGREEMENT** dated for reference this \_\_\_\_ day of \_\_\_\_\_, 2021.

**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 31<sup>st</sup>;
- (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;
- (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) "Indemnitees" has the meaning described in Section 11.2;
- (i) "RFQ" means the Request for Quotations;
- (j) "Services" means the services as described generally in Schedule A 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; 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.

## **3. TERM**

- 3.1 The Contractor will provide the Goods and Services for the period commencing on **(START DATE)** and terminating on **(END DATE)** (the “**Term**”).



- 3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed three (3) additional twelve (12) month renewal periods or parts thereof. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.]

#### **4. TIME**

- 4.1 Time is of the essence.

#### **5. FEES**

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

- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

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

#### **6. PAYMENT**

- 6.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided 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.
- 6.5 Invoices will be submitted by the Contractor electronically to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)
- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
  - (a) 15% of each payment due to the Contractor; or
  - (b) the amount required under applicable tax legislation.

## **7. USE OF WORK PRODUCT**

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

## **8. PERSONNEL AND SUBCONTRACTORS**

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

and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

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

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

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

## **11. WARRANTIES**

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

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

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

## **12. INSURANCE AND DAMAGES**

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

damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

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

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

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

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

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

### **13. CITY RESPONSIBILITIES**

13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

#### **14. DEFICIENCIES**

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

14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

#### **15. DEFAULT AND TERMINATION**

15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.

15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account

of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

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

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

15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:

- (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.

## **16. CURING DEFAULTS**

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

## **17. DISPUTE RESOLUTION**

17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.

17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

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

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.



- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 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.
- 18.7 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.

## **19. BUSINESS LICENSE**

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

## **20. GENERAL PROVISIONS FOR GOODS**

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

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

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

## **21. COMPLIANCE**

- 21.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having

jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

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

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

## **23. WAIVER**

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

## **24. APPLICABLE LAW**

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

## **25. NOTICES**

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

## **26. MERGER AND SURVIVAL**

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

## **27. ENTIRE AGREEMENT**

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

## **28. SIGNATURE**

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

## **29. FUEL EMISSIONS DATA**

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

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

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

**31. ENUREMENT**

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

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

**CITY OF SURREY**

by its authorized signatory(ies):

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

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

**<<NAME OF CONTRACTOR>>**  
**I/We have the authority to bind the Contractor.**

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

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

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

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

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

## SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

### 1 GENERAL PROJECT INFORMATION

The Contractor will provide landscape maintenance services across more than 65,000 m<sup>2</sup> of the City's arterial medians to support the City of Surrey's (the "City") Beautification Strategy, featuring green infrastructure for sustainable civic enhancement. The median maintenance services are an important component of the Landscape Operations and Park Partnerships maintenance program, maintaining the arterial horticulture for plant health, required vehicle site lines and weed-free conditions.

The Contractor shall furnish all necessary labour, materials, supplies, and transportation necessary to supply and deliver the Good(s) and any spare parts and performance of the Services in accordance with this Agreement.

### 2 SCOPE OF SERVICES

- 2.1 The Contractor should provide everything needed to meet all the requirements of the landscape maintenance agreement including, without limitation, any and all labour, materials, tools, equipment, permits, traffic control (including amendments to WorkSafe BC OHS Regulation Part 18: Traffic Control) and transportation to faithfully perform and provide the Services.

The Contractor should provide:

- (a) landscape maintenance services for City Medians meeting the requirements specified in Schedules A, A-1, A2, A3, A-4 and A-5 in accordance with good trade practice based on the *Canadian Landscape Standard*;
- (b) all traffic control services, including procurement of all required permits. The Contractor is responsible for continually adhering to all procedures and practices included, but not limited to, all applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. Orientation and clarification on different permit options, including night work, will be introduced by the City;
- (c) electronically document all completed services via an approved application ("**APP**"), compatible with IOS and Android systems which will be provided by the City for streamlined documentation of all service reports. At every Service, GPS location services must be activated with the APP's brief administrative fields fully filled out to accurately confirm service location, record service details and report any issues. Orientation for the service reporting APP will be provided by the City. Instructions on use of the APP will be provided upon contract award;
- (d) a direct support representative(s) that the City can contact. It is expected that the City will be able to correspond with an individual and have concerns/questions answered within a reasonably expeditious timeframe. Monthly Service reviews are to be completed by the Contractor and submitted to the City, confirming correctly completed services and, all misses in service performance with their related service corrections and may include feedback/recommendations for improved services and/or schedule changes;

- (e) Provide pesticide-free weed control for the complete suppression/removal of all weed growth in all identified horticultural areas and across all hard surfaces within a 1m radius of bed edges;
- (f) Prune any plant material that extends beyond the planted bed area, in accordance with established horticultural practice;
- (g) Complete Major Pruning between November 1 and December 15 each year:
  - i. Prune all plant material to give a consistent look across the full median and any adjacent medians within a maximum height range of 1-1.5m, measured from the road surface (final pruning height within the approved range is to be chosen based on plant health and best trade practice). Beds across from left turn bays must not exceed a height of 0.7m at any time.
- (h) Collection and removal of all vegetative and non-vegetative litter debris from all identified horticultural areas and within a 1m radius of bed edge. All material is to be disposed of off-site in an acceptable manner;
- (i) Conduct all operations to offer the least possible disruption and inconvenience to the public. The Contractor should not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways should be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians should be removed, barricaded or clearly and safely marked; and
- (j) Establish and adhere to an annual work plan, with all Services occurring during scheduled weeks as approved by the City.

### **3 STANDARD OF WORK**

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

3.6 As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, should 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.

#### **4 GENERAL REQUIREMENTS**

4.1 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 start and end of each service, confirm service location; record inspection details and reports any issues.

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

4.2 The Contractor should immediately report any hazardous conditions to the City and, without exposing its employees to any hazardous conditions, safely remedy or secure the site to prevent further damage and/or potential for injuries. After regular working hours, (7:00am – 3:30pm) emergencies must be reported to the Surrey Fire Base Telephone: 604-543-6700.

**a. Failure to report any hazardous condition may result in the termination of the agreement.**

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

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

4.4 The Contractor should conduct its operations to offer the least possible disruption and inconvenience to the public. The Contractor should not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

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

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

#### **5 TIME SCHEDULE**

5.1 All Medians should be fully serviced as set out in Schedule A-3 Time Schedule. Where extra services are requested, the annual schedule will remain intact unless otherwise requested by the Department Representative.

5.2 The Contractor should establish an annual work plan (see Schedule A-5 for sample) and provide a copy to the Department Representative 2 (two) weeks prior to the contract term commencing. The Services should be scheduled on day(s) as confirmed in the completed work plan.



- a. **Failure to provide a copy of the annual work plan within the required time frame may result in a deficiency notice and may result in a \$100 service credit per week overdue.**

5.3 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 may result in a deficiency notice and may result in a \$100 service credit per occurrence.**

5.4 The Contractor should be prepared to adjust its schedule to accommodate organized events and festivals at no cost to the City.

5.5 The City reserves the right to set a priority schedule indicating the order that median locations must be serviced.

5.6 The City reserves the right to alter the frequency of any service schedule, or the number of medians to be serviced without service credit.

## **6 TRAFFIC CONTROL**

6.1 The Contractor is responsible for all traffic control services (including amendments to WorkSafe BC OHS Regulation Part 18: Traffic Control), including procurement of all required permits. The Contractor is responsible for continually adhering to all procedures and practices included, but not limited to, all applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements.

6.2 The Contractor is responsible for all costs associated with traffic control.

## **7 CONTRACTOR'S PERSONNEL**

7.1 The Contractor will supply sufficient labour and on-site supervision to adequately perform the Services and meet the schedule(s) & timelines. All personnel performing the Services must meet the following minimum qualifications and standards:

- Should be qualified through training & experience to complete the Services and operate the Contractor's equipment;
- Should be licensed to operate said equipment; and
- Should be conversant in English.

7.2 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's requirements.**

## **8 CONTRACTOR'S VEHICLES AND EQUIPMENT**

- 8.1 The Contractor's vehicles and equipment used in the performance of the Services should be properly equipped to deliver the Services. All vehicles and equipment should 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.
- 8.2 All of the Contractor's vehicles and equipment used in the performance of the Services should be identified on both sides with the full company name, telephone number and ID/unit number. This must be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a City Contractor. This should not replace the company identification on the sides of vehicles and equipment.
- 8.3 All of the Contractor's vehicles and equipment should be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor should arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 8.4 A list of vehicles used for all Services must be submitted to the City, providing the make, model, colour, unit number and license plate number. As additional vehicles are added for any Services, the City must be provided with the updated information.
- 8.5 The Contractor should equip all staff performing the Services with an internet-capable, mobile device with data (IOS or Android) for service reporting through an administrative and inspection application (app). Orientation for the administrative and inspection app can be provided by the City.
  - a. **Failure to equip staff internet-capable, mobile devices with data devices may result in a deficiency notice per day and may result in a \$100 service credit per day.**

## **9 COMMUNICATION**

- 9.1 The Contractor should be available at all reasonable times to report and confer with City staff with respect to the Services. Communication should be available via email and telephone. Phone conversations should be followed up with written communication. Minimally, the Contractor should 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.
- 9.2 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor should not change the primary point of contact without written authorization from the City. The Contractor will also designate a backup point of contact in the event the primary is not available.

9.3 The Contractor or designate should 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.

9.4 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 a Contract, the Contractor should notify the City **immediately** in writing and by telephone.

## **10 LOST PROPERTY**

10.1 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.

10.2 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.

## **11 INCLEMENT WEATHER**

11.1 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.

11.2 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.

11.3 If the Contractor deems work cannot be completed as per the weekly schedule due to inclement weather, the Contractor should contact the City within 24 (twenty-four) hours and provide an alternative work plan for approval.

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

## **12 ENVIRONMENTAL PROTECTION**

12.1 The Contractor should 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 and/or City Bylaws in respect to air, earth and water pollutants.

12.2 The Contractor to select its own site(s) for disposal of debris, trash and unsuitable materials collected under the conditions of this Agreement. In no case should debris, trash, and unsuitable materials be disposed upon City property or on any properties adjacent thereto. The Contractor is solely responsible for any and all damages done, or regulations violated in the disposal of waste material and for any other actions which the Contractor performs; and

12.3 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with them and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan should outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

### **13 HEALTH, SAFETY AND PROTECTION**

13.1 The Contractor should be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor should take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.

13.2 Accident Reports: The Contractor should 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 should 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.

13.3 The Contractor should conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement the Contractor should:

- (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 should be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

### SCHEDULE A-1 – SITE LISTS

GUILDFORD		
Location	Bed ID	Area (m2)
100 Ave - 137A St to 138 St	022-11	38
100 Ave - 138 St to 140 St	022-12	369
100 Ave - 143 St to 144 St	022-17	221
100 Ave - 144 St to 148 St	023-12	357
104 Ave - 146 St to 147 St	023-02	358
104 Ave - 153 St to 154 St	014-03	224
104 Ave - 154 St to 156 St	014-04	333
104 Ave - 156 St to 157 St	014-05	52
104 Ave - 157 St to 158 St	014-06	186
104 Ave - 158 St to 159 St	014-07	136
110 Ave - 154 St to 155 St	014-08	298
110 Ave – 155A St to 156 St	014-09	22
110 Ave - 157 St to 157A St	014-10	34
150 St - 101A to 102A Ave	023-09	21
150 St - 104 Ave to 105 Ave	013-10	35
152 St - 100 Ave to 101 Ave	024-08	81
152 St - 101B Ave to 102 Ave	024-09	61
152 St - 102 Ave to 104 Ave	024-10	252
152 St - 104 Ave to 105 Ave	014-11	93
152 St - 105 Ave to Guildford Dr	014-12	1112
152 St - 88 Ave to Fraser Hwy	034-03	324
152 St - 92 Ave to 93 Ave	034-04	118
152 St - 93 Ave to 94 Ave	034-05	407
152 St - 94 Ave to 95 Ave	034-06	268
152 St - 95 Ave to 96 Ave	034-07	66
152 St - 96 Ave to 98 Ave	024-05	602
152 St - 98 Ave to 99 Ave	024-06	538
152 St - 99 Ave to 100 Ave	024-07	119
160 St - 100 Ave to 101A Ave	025-07	308
160 St - 96 Ave to 98 Ave	025-04	352
160 St - 98 Ave to 99 Ave	025-05	156
160 St - 99 Ave to 100 Ave	025-06	41
192 St - 94 Ave to 94A Ave	039-03	32
192 St - 95 Ave to 95A Ave	039-02	14
192 St - 95A Ave to 96 Ave	039-01	28
192 St - 96 Ave to 96a Ave	029-02	55
192 St - Golden Ears Way to 98A Ave	029-01	53
96 Ave - 148 St to 149 St	033-03	36

GUILDFORD		
Location	Bed ID	Area (m2)
96 Ave - 151 St to 152 St	033-04	49
96 Ave - 152 St to 156 St	024-15	70
96 Ave - 156 St to 160 St	024-16	228
96 Ave - 160 St to 162A St	025-02	210
96 Ave - 162A St to 168 St	025-03	1296
96 Ave - 168 St to 172 St	026-01	1422
96 Ave - 172 St to Hwy 15	026-02	916
Fraser Hwy - 148 St to 150 St	033-07	752
Fraser Hwy - 150 St to 151 St	033-08	238
Fraser Hwy - 151 St to 152 St	033-02	84
Fraser Hwy - 152 St to Fleetwood Way	034-09	208
Fraser Hwy - 154 St to 88 Ave	034-11	36
Fraser Hwy - Fleetwood Way to 154 St	034-10	191
Total Area		13,500

<b>FLEETWOOD AND NEWTON</b>		
<b>Location</b>	<b>Bed ID</b>	<b>Area (m2)</b>
120 St - 80 Ave to 82 Ave	040-04	117
120 St - 82 Ave to 84 Ave	040-05	431
128 St - 58 Ave to 58a Ave	070-15	78
128 St - 58A Ave to 60 Ave	070-16	358
128 St - 60 Ave to 61 Ave	070-17	23
128 St - 61 Ave to 61A Ave	070-18	92
128 St - 61A Ave to 62 Ave	070-19	243
128 St - 62 Ave to 63 Ave	070-20	131
128 St - 63 Ave to 64 Ave	070-21	201
128 St - 64 Ave to 65 Ave	061-26	42
128 St - 65 Ave to 66 Ave	061-27	188
128 St - 66 Ave to 67A Ave	061-28	131
128 St - 68 Ave to 70 Ave	060-01	291
128 St - 70 Ave to 72 Ave	060-02	222
128 St - 72 Ave to 74 Ave	050-06	381
128 St - 74 Ave to 76 Ave	050-07	185
132 St - 68A Ave to 69A Ave	061-06	134
132 St - 69A Ave to 70B Ave	061-07	227
132 St - 70B Ave to 72 Ave	061-08	108
138 St - 70 Ave to 71 Ave	062-04	106
138 St - 71 Ave to 72 Ave	062-05	159
140 St - 84 Ave to 85 Ave	042-13	608
140 St - 85 Ave to 86 Ave	042-14	121
140 St - 87 Ave to 88 Ave	042-15	144
140 St - Bear Creek Dr to 83A Ave	042-12	455
144 St - 63 Ave to 63A Ave	072-01	64
144 St - 63A Ave to 64 Ave	072-18	33
152 St - 57A Ave to 57B Ave	074-04	47
152 St - 58A Ave to 58B Ave	074-05	15
152 St - 59A Ave to 59B Ave	074-06	30
152 St - 60A Ave to 61A Ave	074-07	66
152 St - 62 Ave to 62A Ave	074-08	69
152 St - 68 Ave to 70A Ave	063-15	28
152 St - 70A Ave to 72 Ave	063-06	527
152 St - 78A Ave to 80 Ave	054-05	122
152 St - 78A Ave to 80 Ave	054-05	284
152 St - 80 Ave to 81 Ave	044-04	321
152 St - 81 Ave to 82 Ave	044-05	398
152 St - 82 Ave to 84 Ave	044-06	434

<b>FLEETWOOD AND NEWTON</b>		
<b>Location</b>	<b>Bed ID</b>	<b>Area (m2)</b>
152 St - 84 Ave to 86 Ave	044-07	615
152 St - 86 Ave to 88 Ave	044-08	747
64 Ave - 137 St to 138 St	062-07	252
64 Ave - 138 St to 140 St	062-08	587
64 Ave - 140 St to 142 St	062-09	717
64 Ave - 142 St to 144 St	062-10	391
64 Ave - 144 St to 146 St	063-02	173
64 Ave - 164A St to 166 St	065-01	301
64 Ave - 166 St to 168 St	065-02	510
64 Ave - 168 St to 169 St	066-01	141
64 Ave - 169 St to 170 St	066-02	185
64 Ave - 170 St to 171 St	066-03	105
64 Ave - 170 St to 171 St	066-03	129
64 Ave - 171 St to 172 St	066-04	176
64 Ave - 172 St to 175 St	066-05	1066
64 Ave - 176 St to 177B St	067-03	103
72 Ave - 137 St to 138 St	062-22	59
72 Ave - 140 St to 141A St	062-23	244
72 Ave - 141A St to 142 St	062-24	134
72 Ave - 142 St to 144 St	062-25	456
84 Ave - 158 St to 159 St	044-09	305
Fraser Hwy - 156 St to 158 St	044-11	495
Fraser Hwy - 158 St to Venture Way	044-12	342
Fraser Hwy - 160 St to 84 Ave	045-14	437
Fraser Hwy - 164 St to 166 St	045-10	717
Fraser Hwy - 167 St to 168 St	045-12	721
Fraser Hwy - 168 St to 170 St	056-03	260
Fraser Hwy - 84 Ave to 164 St	045-15	513
Fraser Hwy - 88 Ave to 156 St	044-10	74
Fraser Hwy - Venture Way to 160 St	044-13	88
King George Blvd - 58 Ave to 60 Ave	072-05	907
King George Blvd - 60 Ave to 62 Ave	072-06	600
King George Blvd - 62 Ave to 64 Ave	072-07	214
King George Blvd - 73A Ave to 74 Ave	052-11	93
King George Blvd - 74 Ave to 76 Ave	052-03	155
King George Blvd - 76 Ave to 78 Ave	052-04	320
King George Blvd - 78 Ave to 79 Ave	052-05	125
King George Blvd - 79 Ave to 80 Ave	052-06	151
King George Blvd - Hall Rd to 72 Ave	061-14	247



<b>FLEETWOOD AND NEWTON</b>		
<b>Location</b>	<b>Bed ID</b>	<b>Area (m2)</b>
King George Blvd - Hwy 10 to 58 Ave	072-04	374
Total Area		21,843

<b>CLOVERDALE AND SOUTH SURREY</b>		
<b>Location</b>	<b>Bed ID</b>	<b>Area (m2)</b>
148 St - 26 Ave to 28 Ave	113-17	294
148 St - 28 Ave to 30 Ave	113-18	385
152 St - 24 Ave to 26 Ave	114-04	17
152 St - 26 Ave to King George Blvd	114-05	202
152 St - 29 Ave to 30 Ave	114-01	286
152 St - 34 Ave to 36 Ave	103-03	484
152 St - 54A Ave to Hwy 10	084-01	294
16 Ave - 162 St to Hwy 99	135-11	545
16 Ave - 164 St to 168 St	135-12	484
160 St - 22 Ave to 24 Ave	124-08	348
160 St - 24 Ave to 26 Ave	114-10	190
160 St - 24 Ave to 26 Ave	114-13	45
168 St - 60 Ave to 61 Ave	075-04	108
168 St - 61 Ave to 63 Ave	075-05	426
168 St - 63 Ave to 64 Ave	075-06	246
172 St - 2 Ave to 4 Ave	146-01	228
176 St - 60 Ave to 62 Ave	076-12	842
176 St - 62 Ave to 64 Ave	076-13	41
176 St - 64 Ave to 66a Ave	066-06	920
176 St - 66A Ave to 68 Ave	066-07	314
177b St - 64 Ave to 65A Ave	067-07	32
184 St - 68 Ave to Fraser Hwy	067-06	191
192 St - 68A Ave to 68B Ave	068-24	57
192 St - 70 Ave to 72 Ave	068-25	418
192 St - 73 Ave to 74 Ave	058-01	50
192 St Div - 67 Ave to 68 Ave	068-22	104
192 St Div - 67 Ave to 68 Ave	068-23	113
24 Ave - 150 to 152 St	113-25	92
24 Ave - 153 St to 154 St	114-06	232
24 Ave - 156 St to 157 St	114-07	140
24 Ave - 160 St to 161A St	115-02	427
24 Ave - 162 St to 163 St	115-06	420
24 Ave - Croydon Dr to 160 St	114-09	188
24 Ave - Hwy 99 to Croydon Dr	114-08	260
32 Ave - 189 Ave to 190 Ave	108-02	341
32 Ave - 190 Ave to 192 Ave	108-03	464
64 Ave - 191 St to 192 St	078-24	51
64 Ave - 192 to 194 St	069-06	95
64 Ave - 194 to 196 St	069-07	446

<b>CLOVERDALE AND SOUTH SURREY</b>		
<b>Location</b>	<b>Bed ID</b>	<b>Area (m2)</b>
72 Ave - 192 to 193 St	059-01	109
Cloverdale By-Pass - 57 Ave to 58 Ave	076-03	220
Cloverdale By-Pass - 58 Ave to 60 Ave	076-04	782
Fraser Hwy - 179 St to 182 St	067-04	1263
Fraser Hwy - 182 St to 184 St	067-05	488
Fraser Hwy - 184 St to 186 St	068-03	681
Fraser Hwy - 186a St to 188 St	068-04	190
Fraser Hwy - 188 St to 190 St	068-05	362
Fraser Hwy - 190 St to 192 St	068-17	520
King George Blvd - 148 St to 28 Ave	113-26	339
King George Blvd - 148 St to 28 Ave	113-27	181
King George Blvd - 148 St to 28 Ave	113-28	456
King George Blvd - 152 St to 27B Ave	113-23	478
King George Blvd - 23 Ave to 24 Ave	124-09	123
King George Blvd - 24 Ave to 26 Ave	114-11	712
King George Blvd - 26 Ave to 152 St	114-12	525
King George Blvd - 32 Ave to 32A Ave	103-08	153
King George Blvd - 33 Ave to 34 Ave	103-10	406
King George Blvd - 40 Ave to 44 Ave	093-02	270
King George Blvd - 44 Ave to Colebrook Rd	093-01	449
King George Blvd - McDougall Dr to 34 Ave	103-13	490
	<b>Total Area</b>	<b>20,017</b>

## SCHEDULE A-2 – LANDSCAPE MAINTENANCE SPECIFICATION AND CHECKLIST

### A. HORTICULTURAL AREAS:

1. **Litter & Debris Control:** On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all horticultural areas within the contracted site. All material is to be disposed of off-site in an acceptable manner.
2. **Weed Control:** On each visit the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides is not permitted. All planted areas must be weed free after each visit.
3. **Bed Surfaces:** All bed surfaces are to be raked at each service to maintain a fresh appearance and remove foreign materials.
4. **Turf Edges:** All turf borders are to be continually maintained for neat appearance.
5. **Mulching:** Additional requests may be made (in writing) for new mulch to be added to specified beds. If requested:
  - a. Hemlock/fir mulch to be used only
  - b. Application must be of required depth - 2 inches (50mm) deep
  - c. New mulch must be documented within the reporting app.
  - d. Copies of receipts for mulch purchases must be supplied to the City to confirm application date and purchase. Receipt dollar totals may be blacked out.
  - e. Pricing for application will match unit price provided in Section B-2.
6. **Pruning:** Pruning must be in accordance with established horticultural practice and in relation to the intended function of the planting. **Direct, on-site supervision by a certified horticultural technician is required for all pruning.** Trees are excluded from all pruning services.
  - (b) Any plant material that extends beyond any hard-surfaced edge is to be removed on each service visit.
  - (c) Plant material must be pruned to keep clear of any roadways, service boxes, fire hydrants and signage at all times.
  - (d) An area of low plant material no taller than 0.7m must be maintained at each service visit in identified beds across from left turn bays (see maps). All plant material that extends into this area obstructing sight lines is to be pruned back/removed at each service.
    - i. If low plant material is not present at the identified locations, the contractor must report it within the service app;
    - ii. If new areas of poor sight lines become evident the contractor must report it within the app;
  - (e) Dead plants and fallen branches are to be removed on each service visit. Broken (and still attached) tree branches must be reported.
  - (f) Herbaceous perennials and bulbs shall have dead leaves and spent flower heads removed at ground level.
  - (g) **Major Pruning is to be performed between November 1 and December 15 of each year.** All plant material (excluding trees) is to be pruned to provide a consistent look across the full median and any adjacent medians.

- i. All plant material must be pruned, within a maximum height range of 1-1.5m measured from the road surface. Final pruning height within the approved range is to be chosen based on plant health and best trade practice. Beds across from left turn bays must not exceed a height of 0.7m at any time.
  1. Where pruning of mature woody plants to the specified height range may negatively affect plant health, the Contractor must notify the City to request an approved pruning height.
- ii. The City reserves the right to specify pruning height per individual site without service credit.
- iii. Plants are not to be pruned individually, but as groups to encourage "planting blocks". The "planting blocks" must be pruned to keep separation by species.
- iv. Plant material that naturally remains low in height shall have spent flower heads sheared (example: Lavender).
- v. Major pruning must be reported in the seasonal reporting app.

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**B. HARD SURFACES:**

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1. **Litter Control:** On each visit the Contractor shall be responsible for the collection and removal of both vegetative and non-vegetative litter debris from all hard surface areas extending 3 metres from the edge of the hort bed. All material is to be disposed of off-site in an acceptable manner.
2. **Weed Control:** On each visit, the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides is not permitted. Weed removal extends to all hard surfaces 1 metres from the edge of the hort bed.

**-END OF PAGE-**

### SCHEDULE A-3 – TIME SCHEDULE

Service 1	Service 2	Service 3	Service 4	Service 5	Service 6	Service 7	Service 8
Nov 1 – Dec 15	Jan 1 - Jan 31	Feb 1 – Mar 15	Mar 16 – Apr 30	May 1 – June 15	June 16 – July 31	Aug 1 – Sept 15	Sept 16 – Oct 31
Full Service *including annual pruning	*Litter service only and sightlines on demand	Full Service	Full service	Full service	Full Service	Full Service	Full Service

## SCHEDULE A-4 – MAPS

Maps may be viewed and/or downloaded from the City of Surrey Managed File Transfer (MFT) link below, enter the logon and password when prompted, locate folder 1220-040-2021-065 and proceed.

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-040-2021-065

**SCHEDULE A-5 – SAMPLE ANNUAL WORK PLAN**

<b>PACKAGE B - Guildford</b>			<b>Service Dates</b>							
<b>Address Range</b>	<b>Median Reference #</b>	<b>Area (m2)</b>	<b>Service 1</b>	<b>Service2</b>	<b>Service 3</b>	<b>Service 4</b>	<b>Service 5</b>	<b>Service 6</b>	<b>Service 7</b>	<b>Service 8</b>
			<b>Nov 1 – Dec 15</b>	<b>Jan 1 - Jan 31</b>	<b>Feb 1 – Mar 15</b>	<b>Mar 16 – Apr 30</b>	<b>May 1 – June 15</b>	<b>June 16 – July 31</b>	<b>Aug 1 – Sept 15</b>	<b>Sept 16 – Oct 31</b>
96 Ave - 148 St to 152 St	033-03, 033-04	85	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 152 St to 156 St	024-15	450	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 156 St to 160 St	024-16	783	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 160 St to 162A St	025-02	252	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 162A Ave to 168 St	025-03	1,296	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 168 St to 172 St	026-01	1,422	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
96 Ave - 172 St to Hwy 15	026-02	916	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
100 Ave - 137A St to 138 St	022-11	38	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
100 Ave - 138 St to 140 St	022-12	369	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
100 Ave – 143St to 144 St	022-17	221	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
100 Ave - 144 St to 148 St	023-12	357	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
104 Ave - 146 St to 147 St	023-02	358	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
104 Ave - 153 St to 159 St	014-03, 014-04, 014-05, 014-06, 014-07	1,079	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
110 Ave - 154 St to 157A St	014-08, 014-09, 014-10	354	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
150 St - 101a to 105 ave	023-09, 013-10	56	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
152 St - 88 Ave to Fraser Hwy	034-03	324	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
152 St - 92 Ave to 96 Ave	034-04, 034-05, 034-06, 034-07	859	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
152 St - 96 to 100 Ave	024-05, 024-06, 024-07	1,259	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
152 St - 100 Ave to 104 Ave	024-08, 024-09, 024-10	394	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
152 St - 104 Ave to Guildford Dr	014-11, 014-12	1,205	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
160 St - 96 to 99 Ave	025-04, 025-05	508	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
160 St - 99 to 101A Ave	025-06, 025-07	349	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
192 St - 94 Ave to 96 Ave	039-03, 039-02, 039-01	74	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
192 St - 96 Ave to 98a Ave	029-02, 029-01	108	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
Fraser Hwy - 148 St to 152 St	033-07, 033-08, 033-02	1,074	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
Fraser Hwy - 152 St to 154 St	034-09, 034-11, 034-10	435	November 1, 2021	January 1, 2022	February 1, 2022	March 16, 2022	May 1, 2022	June 16, 2022	August 1, 2022	September 16, 2022
	<b>Total Area:</b>	<b>14,626</b>								





**SCHEDULE B - QUOTATION**

RFQ Title: **Landscape Maintenance Services – Medians**

RFQ No: 1220-040-2021-065

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Agreement;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
  
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the 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):

<b>Section</b>	<b>Requested Departure(s)</b>
_____	_____
_____	_____

**Please State Reason for the Departure(s):**

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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):**

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**Please State Reason for the Departure(s):**

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

**Changes and Additions to Specifications:**

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

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

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**Please State Reason for the Departure(s):**

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**Fees and Payments**

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

**Median Maintenance Cost Summary**

Package	Area	Service 1		Service 2		Services 3-8 (six services)			Subtotal (8 services)	GST	Total Annual Cost per Package
		Nov 1 - Dec 15		Jan 1 - Jan 31		Feb 1 - Oct 31					
		Full Service *including annual pruning		*Litter service only and sightlines on demand		Full Service					
		Cost/m <sup>2</sup>	Service 1 Cost Area x Cost/m <sup>2</sup>	Cost/m <sup>2</sup>	Service 1 Cost Area x Cost/m <sup>2</sup>	Cost/m <sup>2</sup>	# of Services	Services 3-8 Cost (six services) Cost Area x Cost/m <sup>2</sup>			
Guildford	13,500										
Fleetwood/Newton	21,843										
Cloverdale/South	20,017										

\*Unit Cost Inclusive of all specified services and requirements including traffic control and permits.

Contractors should state any further discount, as a percentage, if all work areas are awarded as a package: \_\_\_\_\_ %.

**Note:**

**All quantities are approximate.** The City reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed necessary, or expedient by the City. Payment will be made only for the actual measured quantities of work performed.

**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.

8. 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:

<b>MEDIANS ADDITIONS</b>	
Additions Unit Cost (Same Scope of Work)	Unit Cost* (per m2)
	\$

<b>MULCH ADDITION</b>	
Mulch Unit Cost (Per m2 at .05m depth)	Unit Cost* (per m3)
	\$

\*Material cost plus installation

**Experience, Reputation and Resources:**

9. 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):

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10. 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.

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11. 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: \_\_\_\_\_

12. 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 &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

13. Contractors should provide a listing and details of type of equipment (including age, make and model) to be used to perform the Services (use the space provided and/or attach additional pages, if necessary):

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

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

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

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

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

Applicable as follows     Not applicable to this project

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

16. 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.**

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

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

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

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

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