

REQUEST FOR QUOTATIONS

Title: Annual Catch Basin Cleaning Program

Reference No.: 1220-040-2022-021

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: February 23rd, 2022

TABLE OF CONTENTS

3 3 4
3 4
4
4
4
4
4
5
5
5
5
5
6
22
33
40
41

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 <u>electronically</u> in a single pdf file which must be delivered to the City by email at: <u>purchasing@surrey.ca</u>

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 March 18, 2022 (the "Date").

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2022-021

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

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

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

5. ADDENDA

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

6. NO CONTRACT

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

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.

Attachment No. 1 - AGREEMENT - GOODS AND SERVICES

Reference Title: Cat	ch Basin Cleaning Program
RFQ No.: 1220-040-	-2022-021
THIS AGREEMENT	dated for reference this day of, 202
BETWEEN:	
	CITY OF SURREY 13450 - 104 Avenue Surrey, B.C., V3T 1V8, Canada,
	(the "City")
AND:	(Insert Full Legal Name and Address of Contractor)
	(the "Contractor")

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

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these General Terms and Conditions:
 - (a) "Agreement" means this agreement and all schedules attached hereto;
 - (b) "City" means the City of Surrey;
 - (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
 - (d) "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;
 - (e) "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;
 - (f) "Indemnitees" has the meaning described in Section 11.2;
 - (g) "RFQ" means the Request for Quotations;
 - (h) "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;
 - (i) "Term" has the meaning described in Section 3.1; and
- 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.

2.1.1 PANDEMIC RESTRICTIONS

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.1.1 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 18 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.
- 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 April 1, 2022 and terminating on March 31, 2023 (the "**Term**").
- 3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed five one-year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

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.

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 << in 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.

- 6.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.4 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.
- 6.5 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
 - Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca
- 6.6 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 subcontractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 8.6 Compliant with COVID 19 Policy It is a material term of this Contract that the Contractor, and any personnel and subcontractors performing the Work who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain, or comply with any such polices and requirements.

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

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"

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 shall comply with all applicable policies, procedures and instructions provided by the City.
- 21.3 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.

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 or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

31.1	successors and permitted assigns of the City	efit of and be binding upon the respective and the Contractor.
This A	Agreement is executed by the City of Surrey thi	is day of, 202
	OF SURREY authorized signatory(ies):	
(Signa	ature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print	Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory
This A	Agreement is executed by the Contractor this _	day of, 202
< <na< td=""><td>ME OF CONTRACTOR>></td><td></td></na<>	ME OF CONTRACTOR>>	
I/We I	have the authority to bind the Contractor.	
(Lega	l Name of Contractor)	
(Signa	ature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print	Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

SPECIFICATIONS OF SERVICES

1. Description of Scope of Services Required

Provide all labour, materials, equipment and plant to provide complete cleaning of catch basins, side inlet basins, lawn basins and lateral lines in areas as designated by the City and any other related works subject to the complete satisfaction of the City at various City locations (refer to Appendix 1-A, 1-B).

2. Description of Works

Catch basins shall be cleaned, followed by flushing with a high-pressure hose having a minimum capacity of 1500 PSI, to ensure all debris is removed. **All foreign materials,** including, but not limited to, debris sticks, newsprint, and concrete encrustments, etc. shall be removed from the catch basin. This material shall be disposed to the designated site provided by the City. Where necessary, hand cleaning of the catch basin shall be performed by the Contractor at no additional cost.

Where the level of debris in the catch basin meets or exceeds the invert of the outlet pipe, the leader line must be flushed from the catch basin to the mainline to ensure that there are no obstructions.

Catch basins shall be deemed "clean" once all debris has been completely removed and the actual catch basin structure is visible.

Estimated annual quantities are as follows (corresponding map colours)

Term	Total	
2022 (Alternating Year)	16,000	
	Translink =	5,000
	City of Surrey =	11,000
2023 (Year 1)	15,000	
	Translink =	5,000
	City of Surrey =	10,000

Note #1: For **2024**, **2025**, **2026** and/or **2027**, estimated annual quantities will be provided upon the renewal term.

The work also involves submission of reports, flushing, and complete cleaning of the basins, lateral lines, traffic control and other necessary and related works.

Catch Basin lids that are fixed and cannot be opened shall be reported directly to the City of Area Supervisor in an effort to release a stuck lid for CB cleaning.

3. Service Performance Period

The 2022 program is to commence in early 2022 and is to be completed by **November 25, 2022**.

4. Confined Space Safety Procedure

Entry Procedure for Confined Space:

This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.

- there must be aminimum of two men: one man always on the surface, and one man in well.
- man lift/retrieval devices must be used.
- · Persons shall be adequately trained in confined space

1.

- (a) Open manhole lids, turn on blower/fan to ventilate wet well for approximately two to three minutes.
- (b) Leave fan running until job is completed.
- (c) Manhole must be circulated by a blower fan to allow fresh air into the confined space. Check levels on gas detector by lowering into well. If levels are not safe, portable fans MUST be used!
- 2. Turn gas detector ON:
- Oxygen levels should read between 20.0 and 21.0
- H2S levels should read 000
- LEL levels should read 000

NOTE: - readings shall be taken before entering well

- record gas levels on Confined Entry Space forms and hand in daily.

3.

- (a) Lower gas detector by rope/cord into lower portion of wet well where work shall be performed.
- (b) Pull detector to the surface and check gas levels. If levels are safe, entry into well is permitted.
- 4. Gas detector MUST be left ON and brought down into well with person(s) entering.
- 5. Check levels on gas detector when in well. Proceed with washing/repairing of station.
- 6. If at any time the gas detector goes OFF (ringing), EXIT WET WELL IMMEDIATELY and check levels.

5. Liquidated Damages

It is agreed by the parties to the Agreement that in the case the Agreement is not completed by November 15th of each year damage will be sustained by the City and that it is difficult to ascertain the actual damage to the sewer and other related works, the Contractor will pay to the City a liquidated damage equal to ten percent (10%) of the value of outstanding work as of the 15th day of November of the agreement year.

6. Review and Inspection of Work

The City will be using regular spot checks and inspections to determine the quality of work, the accuracy of submitted records, and claims for the number of units being cleaned. If any discrepancies relating to the number of units being cleaned or the accuracy of recorded information arises, the City shall impose full time inspection for the remainder of the contract. The City may, however, reduce the level of this full-time inspection at any time during the remainder of the agreement.

The cost of additional inspections due to the imposition of full-time inspection by the City shall be borne by the Contractor. For the purpose of this calculation, the additional cost of inspection is estimated at \$250 per working day.

The Contractor shall return to and clean, at the unit rate, any missed catch basins as determined by spot check inspections.

Progress payments and the final payment shall be adjusted to reflect the actual number of units cleaned, as determined by the spot check inspections.

In the event the Contractor has not initiated corrective action for the unsatisfactory performance within the two (2) working days after notification, the City has the right to immediately complete the work to its satisfaction, through use of City employees or other contractors, at a rate equal to the

City employee's hourly rate plus twenty percent (20%) for City administrative costs or through use of outside contractor at the rate charged to the City plus twenty percent (20%) and shall deduct that amount from any balances due or which may become due to the Contractor.

7. Quantities

Any quantities for unit prices listed in the agreement are estimates only. The City does not expressly nor by implication agrees that the actual amounts of work will correspond even approximately to this estimate but 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. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material furnished, and the quantities stated. Payment will be made only for the actual measured quantities of work performed.

8. Notification/Schedule of Work

The Contractor shall notify the City's project manager and operations dispatch of work schedule twenty-four (24) hours in advance.

The hours of work will be from 7:00 a.m. to 4:00 p.m., Monday to Friday or as approved by the City's Engineering Assistant or Designate. Weekend work will be considered upon written notice received by the City's Engineering Assistant or Designate. Overtime rates do not apply to scheduled work within the contract.

The City's project manager shall be informed one week in advance of any stoppage or restart of work.

The contractor shall contact a specific area Supervisor by phone if Catch basin lid cannot be opened. In addition to directly contacting specific foreman to advise them of the issue the problem must be noted on the data sheets.

9. Records, Reports, and Invoicing

The City will supply the Contractor with maps outlining the known existing storm sewer system and data recording forms. The records supplied by the City are not complete and it is the Contractor's responsibility to locate all catch basins in the designated areas.

a) Maps

The Contractor shall record on the maps the location of the catch basins cleaned and submit to the City's Engineering Assistant or Designate one week after a map page (1:5000 scale) is completed.

b) Data Forms

Data forms shall be recorded daily and submitted to the City's Streets Coordinator on a weekly basis. Records shall include information indicating the degree of fullness of the debris and settlement in the unit before cleaning, and the address and location of the unit cleaned on the data form. Submission of the data form shall be made before the end of the second day of the following week. The form is dated, has a map page number and columns for CB No., CB Ref. No., House#, Road Name, Road Code, Location (1 to 9), how full? (0 to 5), Comments and total CB's cleaned.

Any blockages in the storm sewer system including root in-growth, concrete encrustment, etc. and basin damage shall be reported immediately to the City's project manager.

The Contractor must report immediately to the City any hazardous situations observed at each worksite. Non-hazardous situations are to be reported within 24 hours to the City.

All maps and data forms must be submitted and inspection completed before payment will be made.

c) Invoices

Invoices shall accompany the marked up map along with the data forms. The quantity invoiced shall reflect the quantities tallied on the data sheets. The invoice shall be split into two line items which reference different Work Order numbers

- 1. All CB's cleaned on Translink designated Road
- 2. All other Roads not defined as Translink

10. Supply of Water

The Contractor may obtain water at the following 8 locations with an access card:

- Bridgeview (11470 131 St.)
- Campbell Heights (18917 36 Ave.)
- Cloverdale (5337 180 St.)
- Hemlock (9353 160 St.)
- Kennedy Heights (90 Ave. & 124 St.)
- Panorama (5455 Panorama Dr.)
- Port Kells (9781 186 St.)
- South Surrey Athletic Park (14600 22 Ave.)

Note: The City will compare cleaning records with water usage and will invoice the Contractor for the volume of water that is deemed to be excessive usage of water.

11. Access

It is the responsibility of the Contractor to locate **ALL** catch basins in the designated areas to be cleaned. The Contractor shall return and clean, at the unit rate, any missed catch basins as determined by spot check inspections.

It is also the responsibility of the Contractor to ensure vehicles are not parked over the catch basins. Where the Contractor is scheduled to work, no parking signs shall be posted along the street on the day before the scheduled operation. Traffic signs are available from the Engineering Operations Yard, 6645 - 148 Street, Surrey, for collection and must be returned before final payment can be made. Any loss or damage to the signs shall be borne by the Contractor. No additional payment shall be provided for collection, erection and returning of signs.

12. Disposal Sites

The City will provide a disposal site for material only at 6645 - 148 St, Surrey, BC V3S 3C7. The Contractor shall dewater the waste material prior to the delivery to the disposal site. Failure to comply may result in loss of dumping privileges. Loss of dump privileges will result in the Contractor being responsible for obtaining a proper alternate dump site and payment of any disposal fees.

The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

13. Equipment

The Contractor is to always provide and have available all of the equipment necessary to perform all of the requirements of the agreement documents. Said equipment shall be first quality (Professional Grade), fully adequate for the function intended and the first-class level of service required, and maintained in excellent condition and repair at all times. All equipment that is to be used on job site must be safe and in good working order.

The equipment used for the cleaning operation shall have the minimum performance of delivery 1500-PSI water for flushing, and a minimum suction capacity of 8000 CFM with a minimum 8-inch diameter hose to ensure removal of large debris. Contractor's vehicles are to:

- (a) show evidence of an annual safety inspection and display proper registration and license;
- (b) be identified with the Contractor's company name; and,
- (c) be equipped with fully operating back-up alarms, multiple lite revolving/strobe lights, and fluorescent red/orange flags, and other necessary warning systems.

14. Traffic Control

The Contractor is to conduct work in such a manner to avoid unnecessary interference to existing traffic. For all works on City streets, lanes or sidewalks, all traffic control to be provided by the Contractor at the Contractor's expense. The Contractor to adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" as amended or updated.

The Contractor to provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flag-persons, watch-persons and lights as may be necessary or as may be ordered by the City in order to ensure safety to the public as well as to those engaged about the premises or Works, and must, where it is practicable in the City's opinion, keep any roadway open for the use of the public, or for some restricted use specified by the City for such width as the City may direct.

The Contractor will, from the date of commencement to the date of completion of the Contractor's work on a given project, assume responsibility for the barricading and signing of hazards resulting from such works, or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above-mentioned date of commencement.

When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City shall have the power to order additional lights at the Contractor's expense if, in the City's opinion, they are or may be required.

No lane closures, on Arterial roads are permitted during the periods 6 am - 9 am and 3 pm - 7pm, Monday to Friday. Collector and local roads closures are not permitted during the periods 7 am - 9 am and 3 pm - 6 pm, Monday to Friday. Where a safe environment cannot be maintained, the Contractor shall schedule his work during low traffic times at no additional cost to the City.

The Contractor may be requested to apply for and obtain a Traffic Obstruction Permit from the City.

15. Communications

All contractors' employees must be able to be contacted by the City while on the job. This may be by cellular phone or dispatched by the contractor.

16. Environmental Protection

All work shall be conducted in accordance with all applicable legislation, guidelines and best management practices of both the Ministry of Environment Lands and Parks and Department of Fisheries and Oceans. The deposit or release of debris or deleterious substances into the drainage system (storm sewer and downstream watercourse) will not be permitted.

The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this Quotation.

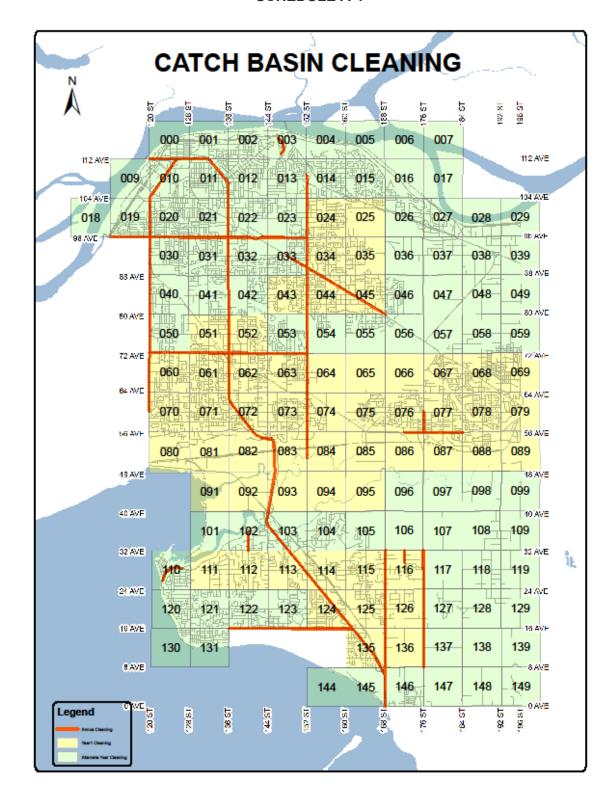
The Contractor will report to the City Representative immediately if any hazardous or toxic materials are found or discovered. Such materials are to be left untouched and the area is to be marked and cordoned off to prevent any access to the workers and the public.

17. Damage to Property

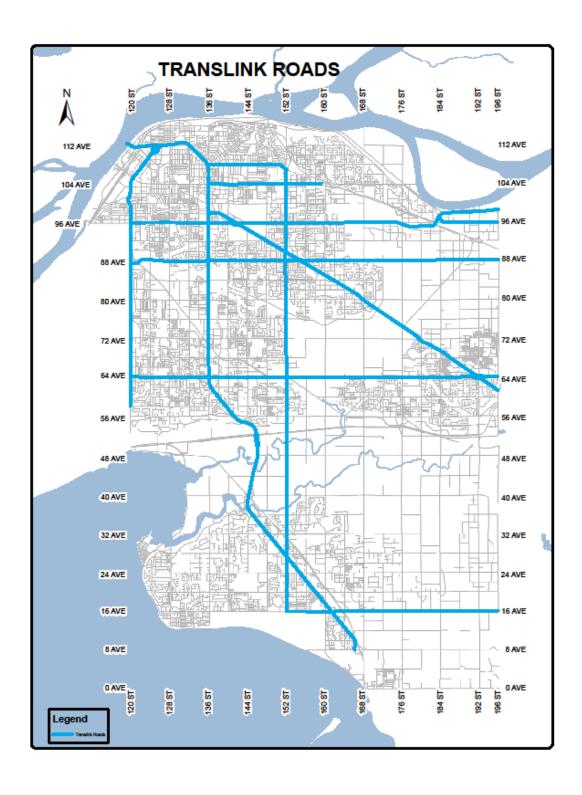
The Contractor shall carry on his operation in such a manner that he does not damage the existing curbs, pavement, ground areas, trees, shrubs, turf, guardrail, utilities, delineators, or other existing structures. The Contractor shall replace or repair same at its own expense in like kind and as directed by the City. If damaged property resulting from the Contractor's operations must be repaired or replaced by the City, the cost of such work shall be deducted from monies due the Contractor. The Contractor shall take the necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include, but is not

limited to trees, shrubs, fences, mailboxes, structures, vehicles, and any other property that may be damaged by its operation. Payment of estimates may be withheld until damaged property has been repaired or replaced. The Contractor shall respond to all claims of damage from the public within 72 hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the City to preclude the Contractor from performing work on future projects.

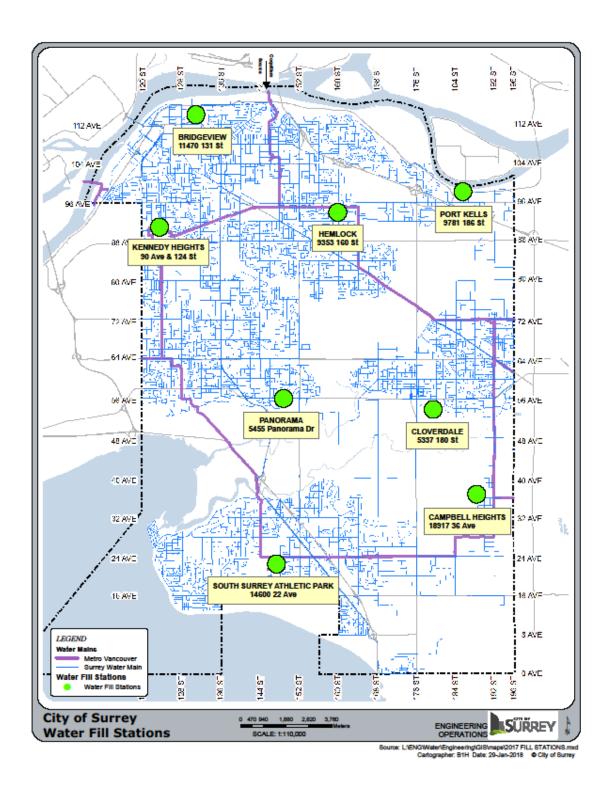
SCHEDULE A-1



SCHEDULE A-2



SCHEDULE A-3





SCHEDULE B - QUOTATION

RFQ T	itle: (Catch Basin Cl	eaning Program			
RFQ N	lo: 1	220-040-2022-0)21			
CONT	RACT	OR				
Legal N	Name:					
Contac	t Pers	on and Title:				
Busine	ss Ad	dress:				
Busine	ss Tel	ephone:				
Busine	ss Fax	c :				
Busine	ess E-N	/lail Address:				
CITY	OF SU	RREY				
City Re	presen	ntative: Sunny	Kaila, Manager, Procurement Services			
E-mail	for PE	OF Files: purcha	asing@surrey.ca			
1.	If this Quotation is accepted by the City, a contract will be created as described in: (a) the Agreement;					
	(c)	the RFQ; and other terms, it	f 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.	reque	ested by the City	the RFQ Attachment 1 – Agreement – Goods and Services. If y, I/we would be prepared to enter into that Agreement, amended by res (list, if any):			
	Secti	on	Requested Departure(s)			

	City requires that the successful Contractor have the following in place before
prov (a)	iding the Goods and Services: Workers' Compensation Board coverage in good standing and further, if an
(α)	"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 <u>Business License</u> : Number;
(e)	If the Contractor's Goods and Services are subject to GST, the Contractor's GST
(f)	Number is; and 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
	f the date of this Quotation, we advise that we have the ability to meet all of the e requirements except as follows (list, if any):
Requ	uested Departure(s):
Pleas	se State Reason for the Departure(s):
	Contractor acknowledges that the departures it has requested in Sections 3 and 4 is Quotation will not form part of the Agreement unless and until the City agrees to

Changes and Additions to Specifications:

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

Fees and Payments

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

F.O.B.	Payment Terms:			Ship Via:
Destination	A cash discount of% w			
Freight	within days, or the o	day	of the month following, or net	
Prepaid	30 days, on a best effort bas	is.	-	
Item #	2022 Catch Basin Cleaning	j (A	LTERNATE YEAR)	Total Amount
1	Quantity U	nit	Unit/Basin Clean	
	Translink 5,000 EA	4	\$	
	City of Surrey 11,000 EA	4	\$	\$
			Contingency	\$ 30,000.00
			Total with Contingency:	\$
			GST 5%:	\$
CURRENCY	:		SUB-QUOTATION PRICE	\$
Canadian			(ITEM# 1):	
Item #	2023 Catch Basin Cleaning	Total Amount		

2	Quantity Translink 5,000 City of Surrey 10,000	Unit EA EA	Unit/Basin Clean \$ \$	\$
				\$ 25,000.00
			Total with Contingency:	\$
			GST 5%:	
CURRENCY			SUB-QUOTATION PRICE (ITEM# 2):	\$
Item #	2024 Catch Basin Clear	ning (ALTERNATE YEAR)	Total Amount
3	Quantity Translink 5,000 City of Surrey 11,000	Unit EA EA		\$
			Contingency	\$ 30,000.00
			Total with Contingency:	
			GST 5%:	•
CURRENCY: Canadian			SUB-QUOTATION PRICE (ITEM# 3):	\$
			Subtotal:	
			GST 5%:	·
CURRENCY: Canadian			TOTAL QUOTATION PRICE (ITEMS 1+2+3):	\$

Force Account Labour and Equipment Rates:

9. Contractors should complete the following tables setting out the all-inclusive hourly labour rates including overhead and profit for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Hourly Labour Rate Schedule For Services:

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Superintendent	\$	\$
.2 Foreman	\$	\$
.3 Journeyman	\$	\$
.4 Apprentice	\$	\$
.5 Skilled Labourer	\$	\$
.5	\$	\$

	Table	2 – Hourl	y Equipm	ent Rate	Sche	dule:							
	No.	Equipme	nt Descrip	tion <i>(Stat</i>	e)					ourly	Equip	ment	Rate
									\$ \$				
									ŢΨ				
ne	<u>Schedu</u>	ıle:											
	times	actors sho indicating pecified (u	a commitr	ment to p	rovide	the C	Goods	and	perfor	m the	Servi	ces w	ithin t
			М	IILESTON	NE DA	TES_							
		ACTIVITY	•					SCH	HEDU	LE			
				1	2	3	4	5	6	7	8	9	10
	Contra similar	actor's rele to those onal pages	required	erience a	and q								
	Contra similar addition	actor's rele r to those onal pages actor's refe additiona references	evant exp required s, if necess erences (notes)	erience a by the asary): name and f necessary	and quadrates qu	ment hone The C	numb	er) (u	se the	e space	ces pr	and/o	d and
	Contra attach three discre	actor's released to those on all pages actor's references tion.	evant exp required i, if necess erences (n I pages, it s. Previo	erience a by the asary): name and f necessary clients	telepary).	hone The Co	numb bity's pontract	er) (u prefer tor m	se the ence ay be	e space is to le cont	ces pr have a	ovide a min at th	d and imum e Cit
	Contra attach three discre	actor's released actor's references tion.	evant exp required i, if necess erences (n I pages, it s. Previo	erience a by the asary): name and f necessary clients bus clients	telepary). s of the	hone The Co	numb bity's pontract	er) (u prefer tor m	se the ence ay be	e space is to le cont	ces pr have a	ovide a min at th	d and imum e Cit
	Contra attach three discressor attach Key P	actor's released actor's references actors should propose additional actors	evant exp required i, if necess erences (n I pages, it s. Previo	erience a by the asary): name and f necessary clients bus clients	telepary). s of the	hone The Co	numb bity's pontract	er) (u prefer tor m	se the ence ay be	e space is to le cont	ces pr have a	ovide a min at th	d and imum e Cit
	Contra attach three discre	actor's released actor's references actors should propose additional actors	evant exp required i, if necess erences (n I pages, it s. Previo	erience a by the asary): name and f necessary clients bus clients	telepary). s of the	hone The Co	numb bity's pontract	er) (u prefer tor m	se the ence ay be	e space is to le cont	ces pr have a	ovide a min at th	d and imum e Cit

Service Des Good 15. Contractimpacts objective policies	ntractors and notes (use the spanses (use the spanses for the spanses of the spanses of the second sector should destance of the second	Sub-Control on Neuron Neuron Neuron Neutral Sub-Control on Neutral and practic	pliers propoed and/or attended	sed to under ach addition where a characteristic states and addition and achieves a characteristic states and a c	ertake a ponal pages, fears of rking with contractor es relating Goods and pertaining Contractor	rice of the Goods if necessary): Telephone Numand Email g to the environmed Services. Anticipate their environment or complies with a additional page	enta enta enta any
15. Contractimpacts objective policies applica necess	ctor should des. The environ ves (e.g., carbs, programs, able objective	escribe their mental attrion neutral and practic	r sustainabi butes (gree by 2015). Inces. Confirm	lity initiative n) of their of	es relating Goods and pertaining Contracto	and Email g to the environm d Services. Anticip to their environm or complies with	enta pateo enta
impacts objectiv policies applica necess	s. The environ ves (e.g., carb s, programs, able objective	mental attri on neutral and praction	butes (gree by 2015). Ir ces. Confirr	n) of their (nformation n that the	Goods and pertaining Contracte	d Services. Anticip to their environm or complies with	ated enta any
impacts objectiv policies applica necess	s. The environ ves (e.g., carb s, programs, able objective	mental attri on neutral and praction	butes (gree by 2015). Ir ces. Confirr	n) of their (nformation n that the	Goods and pertaining Contracte	d Services. Anticip to their environm or complies with	ated enta any
impacts objectiv policies applica necess	s. The environ ves (e.g., carb s, programs, able objective	mental attri on neutral and praction	butes (gree by 2015). Ir ces. Confirr	n) of their (nformation n that the	Goods and pertaining Contracte	d Services. Anticip to their environm or complies with	ated enta any
Motio variood	ıver's Non-Ro	ad Diesel F	Engine Emi	ssions Rec	ulation B	v-law:	
	IVOI O IVOII IVO	<u>uu Dioooi I</u>	Ingino Eim	<u> </u>	<u>uiution B</u>	y law.	
16. Contrac	ctors should co	onfirm they a	are in compl	iance with E	By-law (if a	applicable):	
☐ Appl	icable as follov	vs □ Not a	applicable to	this projec	t		
No.	Equipment [Description		ngine Tier esignation	Nur	igine Registration mber as Issued by Metro Vancouver	
1			☐ Tier	or 🗖 Tier	-		
2			☐ Tier	or 🗖 Tier	1		
3			□ Tier	or 🗖 Tier	· 1		
4				or 🗖 Tier			
5			☐ Tier	or 🗖 Tier	1		

- 17. Due to the COVID-19 situation, please provide a response to the following:
- (a) Risk Mitigation Plan, that adheres to the current guidelines on HealthLinkBC and WorkSafeBC, that addresses, at minimum:
 - preventative measures (e.g. social and physical distancing and supplies);
 - policies for employees related to sickness (e.g. the steps you are taking to protect the health and safety of your staff, your plan for employees who may have, or think they may have, been exposed to the virus, have tested positive or are exhibiting symptoms).
- (b) Business Continuity Plan, for execution of the Services that details how you are planning to minimize known and reasonably foreseeable impacts of COVID-19 on your business.

This plan should address, at minimum:

- training for staff and back-up resources;
- staff absences (e.g. planning for significant staff absences);
- potential material supply and subcontractor disruption; and
- any other current or reasonably foreseeable COVID-19 impacts to the delivery of the Services.
- 18. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this	day of, 202
CONTRACTOR	
I/We have the authority to bind the Contractor.	
(Legal Name of Contractor)	
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

ATTACHMENT 1

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.:	1220-040-2022-021	
Project Title and Site Location	on: Annual Catch Basin Clean	ing Program
Prime Contractor Name:		
Prime Contractor Address:		
Telephone/Fax Numbers: P	Phone:	Fax:
Name of Person in Charge o	of Project:	
	le for Coordinating Health & Safety	Activities:
Prime Contractor Signature:	<u> </u>	Date:
Please return a signed copy of t Surrey, British Columbia, V3T		ice Department, Procurement Services, 13450 – 104 Avenue

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

ATTACHMENT 2

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

An employee must refuse to work if continuing to do so would endanger the health and safety of the

A common sense approach usually resolves the issue.

employ ee,

fellow

employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

- 1. For all secured worksites, contracted workers are required to sign in and sign out each day
- 2. (Access cards may be issued a worker may need to provide an Identification document (i.e., Driver's License) in exchange).
- 3. <u>Personal protective equipment</u>, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
- 4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
- 5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
- 6. Report ALL injuries to your supervisor immediately and notify the City's site representative.
- 7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
- 8. Report any property damage, regardless of how minor.
- 9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
- 10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
- 11. Always use the correct posture when <u>lifting</u> and get assistance if the weight is excessive.
- 12. Do not work within the limits of approach to high voltage equipment.
- 13.If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
- 14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
- a) Aisles are to be kept clear at all times.
- b) Individual work areas are to be kept clean and tidy.
- c) All materials, tools, products and equipment are to be kept in their designated areas.
- d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
- e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

15. Fire Prevention:

- a) Become familiar with Surroundings and emergency exit.
- b) Ensure aisles and exits are not blocked at any time.

- c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
- **16. Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Headphones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
- 17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

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

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

Authorized Signature:	
Name:	
	(Please Print)
Date:	

ATTACHMENT 3

COVID-19 PRE-WORK CONTRACTOR ORIENTATION CHECKLIST



HEALTH AND SAFETY

Enhanced Screening Questions Acknowledgement

The contractor must answer the following questions

YES	NO	Question				
		Have you been advised by the public health authority or your family physician to self-				
		monitor or self-isolate?				
		Do you have any of the following symptoms:				
		Fever				
		Cough				
		Sore throat				
		Difficulty breathing				
		Pneumonia				
		Have you just returned from outside of Canada within the last 14 days?				
		Were you on a cruise ship within the last 14 days?				
		Have you been in close contact with a person who has been confirmed with coronavirus				
		(COVID-19) (family or friend that you live with)?				
-		ledge receipt of information on requirement for the Safety and Health at City of Surrey and he terms set herein and cooperate with all policies and procedures.				
Print	ed Nam	e:				
Cont	Contractor Company Name:					
Facil	ity /Loc	ation:				
Empl	oyee/C	ontractor Signature Date:				

A healthy and safe workplace is everyone's responsibility. Your active participation and support are vitally important to maintaining and improving health and safety in our workplace.