



## **REQUEST FOR QUOTATIONS**

**Title:** 2023 Program Mowing South

**Reference No.:** 1220-040-2022-092

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

(General Services)

Issue Date: October 5<sup>th</sup>, 2022

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

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

### 2. ADDRESS FOR DELIVERY

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

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving 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 October 26<sup>th</sup>, 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](mailto:purchasing@surrey.ca)

Reference: 1220-040-2022-092

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

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral

conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

## **5. ADDENDA**

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

## **6. NO CONTRACT**

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

## **7. ACCEPTANCE**

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

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

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

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

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

## **10. CONFLICT OF INTEREST**

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

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

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

## **12. CONFIDENTIALITY**

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

## **13. SIGNATURE**

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

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

**14. MULTIPLE PREFERRED CONTRACTORS**

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

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

**- END OF PAGE -**

**ATTACHMENT NO. 1 – DRAFT AGREEMENT – GOODS AND SERVICES**

Reference Title: 2023 Program Mowing South

RFQ No.: 1220-040-2022-092

**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) "Calendar Year" means the time period from January 1st to December 31<sup>st</sup>;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "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;
- (f) "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;
- (g) "Indemnities" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "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;
- (j) "Term" has the meaning described in Section 3.1; and
- (k) "Year of the Term" as used herein shall mean each twelve-month period commencing on (START DATE).

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
  - (b) Schedule B – Quotation Extracts;
  - (c) Schedule A – Specifications of Goods and Scope of Services; and
  - (d) other terms, if any, that are agreed to by the parties in writing.

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

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

## **2. GOODS AND SERVICES**

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 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 provide the Goods and 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 25 (Workers’ Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and 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 Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

### **3. TERM**

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the “**Term**”).
- 3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) one (1) year renewal 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.
- 5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage

increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

## **6. PAYMENT**

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

Invoices will be submitted by the Contractor electronically to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

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

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

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

## **8. PERSONNEL AND SUBCONTRACTORS**

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

## **9. LIMITED AUTHORITY**

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

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

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the

Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **11. WARRANTIES**

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

## **12. INSURANCE AND DAMAGES**

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of

the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

- 12.2 The indemnities described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
  - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **13. CITY RESPONSIBILITIES**

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

### **14. DEFICIENCIES**

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

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

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this



- Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **16. CURING DEFAULTS**

- 16.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor,

remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

## **17. DISPUTE RESOLUTION**

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

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

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That



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

- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

## **19. BUSINESS LICENSE**

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

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

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

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

- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

- 20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

## **21. COMPLIANCE**

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

## **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 AND CITY POLICIES**

- 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.

24.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

## **25. NOTICES**

25.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

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

## **26. MERGER AND SURVIVAL**

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

## **27. ENTIRE AGREEMENT**

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

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

## **28. SIGNATURE**

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

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

## **29. FUEL EMISSIONS DATA**

29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-

capital) services defined as “Traditional Services” in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:

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

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

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

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

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

30.2 Other important information:

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

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

30.4 Contact Metro Vancouver staff at 604-451-6655, visit [www.metrovancouver.org/nonroaddiesel](http://www.metrovancouver.org/nonroaddiesel) or email [nonroaddiesel@metrovancouver.org](mailto:nonroaddiesel@metrovancouver.org) for more information about the Bylaw, the rebate program, and for assistance with the registration process.

### **31. COMPLIANCE WITH COMMUNICABLE DISEASE PLAN**

31.1 It is a material term of this agreement that the Consultant, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City’s Communicable Disease plan and requirements, including with respect to Consultant’s personnel will perform a self-health assessment prior to beginning work each day on-site.

**32. ENUREMENT**

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

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

**CITY OF SURREY**

by its authorized signatory(ies):

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

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

**<<NAME OF CONTRACTOR>>**

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

by its authorized signatory(ies):

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

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

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

### 1. PURPOSE

The City of Surrey (the “**City**”) is seeking a Quotation from professional landscape maintenance firms to provide a fixed price for **grass cutting of boulevards, medians, traffic islands, and walkways to South Surrey sites.**

### 2. SCOPE OF SERVICES

- 2.1. The Contractor should provide everything needed to meet the requirements of the grass cutting services including, without limitation, any and all labour, supervision, materials, tools, equipment, supplies, parts, transportation and management necessary faithfully perform and provide Services in this contract.
- 2.2. The Contractor should perform complete grass cutting maintenance as generally described in Schedule A for all grass cutting locations listed in **Schedule “A-1 List of Locations – South”**. The Services are to be performed for the City’s Engineering Department – Operations Division, Contracts & Solid Waste Section.
- 2.3. Generally, the following shall be expected of and accomplished for the provision of grass cutting services (the “Services”).

#### (a) **Grass Cutting:**

Maintenance and appearance of the grass areas are an important part of the representational responsibilities of the City’s Engineering Department – Operations Division. The Contractor is to perform grass-cutting operations in a professional manner that ensures a smooth surface appearance without scalping. The Contractor shall not set mowing heights to be not less than  $\frac{3}{4}$ ” for all turf areas. Mowing height may be set as high as 2” with 1” being considered normal. Grass clippings are allowed to remain on lawn areas. Grass clumps are to be spread out.

#### (b) **Clean-Up of Walkways and Roadways:**

The Contractor is to provide the necessary labour to provide grounds clean up during each grass cutting service. Services shall include, but are not limited to the following:

- i. The collection and removal of all trash, unauthorized signs, broken glass, bottles, cans, papers, and other unsightly debris from all grass areas, including adjacent shrub beds, walkways and roadways;
- ii. Collect and remove any accumulation of grass clippings, leaf and waste materials, from any immediately surrounding paved walkways and roadways by sweeping;
- iii. Dispose of waste material at an approved waste/compost disposal facility; and
- iv. Any area with evidence of chafer beetle and/or weeds that are depicted on the program maps shall be line trimmed with soil and weeds blown back onto boulevard. An orderly appearance shall be kept to City of Surrey standards.

### 3. STANDARD OF WORK

- 3.1. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.
- 3.2. All labour and supplies shall continually conform to the recognized standards accepted by applicable industry trade associations, and to the most current applicable Municipal, Provincial and National codes, by-laws, regulations, permits and other applicable requirements. The Contractor shall be responsible for all costs associated with applying for and adhering to these codes, by-laws, regulations, permits and requirements.
- 3.3. The Contractor shall have a good working knowledge of these codes, by-laws, regulations, permits and requirements, and for promptly and efficiently applying the correct interpretation of such while performing all work for the City. Any and all changes to these codes, by-laws, regulations, permits and requirements causing the City to be in potential breach of the same, must be brought to the City's immediate attention.
- 3.4. As deemed by the City, call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Contractor and to the complete satisfaction of the City. The City shall have final authority and sole discretion as to acceptability.

### 4. GENERAL REQUIREMENTS

The work involves approximately **222,000 square meters** of grass cutting and related services along City Boulevards, Medians, Traffic Islands, Walkways, on either side of a sidewalk, and during the March to September growing season. The square meters shown on the project areas are estimated and no guarantee can be given as to their accuracy. The Contractor should determine the accuracy of the square meters shown for Service.

#### SUMMARY OF THE APPROXIMATE SQ.M. OF GRASS CUTTING AREAS:

##### City Grass Cutting (m2)

Location/Type	Boulevard	Median	Islands	Walkways
South	173,928	3,024	23,089	5,490

##### TransLink Grass Cutting (m2)

Location/Type	Boulevard	Median	Islands	Walkways
South	14,882	1,732	-	-

- 4.1. The City reserves the right to increase or decrease the number of grass cuttings and/or total area of grass cutting at any time during the term. There shall be no penalty, or additional cost to the City for any reduction in the amount of Service.
- 4.2. Prior to the commencement of any work the Contractor will be required to pick-up any general litter, paper, beverage containers, small branches and leaves.

4.3. No grass clippings or leaves are to be blown onto walkways and/or roadways.

## 5. TIME SCHEDULE

5.1. The Contractor shall maintain work schedules. Mowing of all assigned locations shall be completed on a **14-day (Bi-weekly) schedule beginning the third week of March of each year**, throughout the contract period, or as otherwise specified.

The 2023 regular scheduled mowing shall commence on **March 20, 2023** (subject to weather). The City may, at its sole discretion, engage in extra “optional” cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All service cycles must be completed to the satisfaction of the City, or designate, and prior to submission of an invoice for payment.

5.2. The Services will be performed in accordance with the time periods [the “**Time Schedule**”] per infrastructure type. The initial defined frequency may be increased or decreased in accordance with weather and growing conditions. As such, Contractors are asked to bid on the base schedule and an optional schedule as follows:

(a) **Base schedule**

- Medians / Traffic Islands every 2 weeks (Bi-weekly)
- Boulevards every 2 weeks (Bi-weekly)
- Walkways every 2 weeks (Bi-weekly)

### **Inclement Weather**

- i. The Services are to be continuous except in the event of inclement weather. The City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City.
- ii. While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favourable enough to proceed.



**Base Cutting Schedule (2023): TIME SCHEDULE**

<b>Cut#</b>	<b>Project Start (BIWEEKLY Milestone Dates)</b>
1	20-Mar
2	03-Apr
3	17-Apr
4	01-May
5	15-May
6	29-May
7	12-Jun
8	26-Jun
9	10-Jul
10	24-Jul
11	07-Aug
12	21-Aug
13	04-Sep
14	18-Sep
15	02-Oct
<b>*Optional</b>	16-Oct
<b>*Optional</b>	30-Oct

**(b) Optional Cut Schedule:**

The City may, at its sole discretion; engage in extra cuts should grass growth conditions prevail before or after the regular grass cutting schedule. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before an “optional” cut is required. All optional cuts are to be completed as per the regular schedule and specifications. There shall be no penalty, or additional cost to the City for these optional cuts.

**(c) Optional Alternative Cuts Schedule:**

- Medians / Traffic Islands weekly
- Boulevards weekly
- Walkways weekly

5.3. The City has the authority to cancel scheduled grass cutting at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. Contractor will be notified 48 hours in advance of any such cancellation.

**6. LATE START AND COMPLETION**

6.1. The Services under this RFQ shall be completed within fourteen (14) days from the start date indicated on the Time Schedule. Should the Contractor fail to complete the Services under the RFQ within the allotted working days, the City will be entitled to compensation from the Contractor, including, but not limited to deductions from payments for the following:

- (a) As a genuine pre-estimate of the City's increased costs for the Contractor and the City's own staff caused by such delay an amount of 5% of the total cut cycle value per calendar day for each day outside of the allotted working days specified in the Time Schedule;

Time Schedule Considerations:

- i) if a Contractor starts a cycle cut later than the scheduled start date of the Time Schedule, they will be charged 5% of the total cut cycle value per calendar day until they have accelerated to meet the original schedule; and
  - ii) if a Contractor exceeds the cycle cut later than the scheduled completion date of the Time Schedule they will be charged 5% of the total cut cycle value per calendar day exceeding the finish date.
- (b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the City as a direct result of such delay.

If monies owing the Contractor are less than the total amount of owing by the Contract to the City under (a) and (b) above then any shortfall shall immediately, upon written notice from the City be due and owing by the Contractor to the City.

## **7. SCHEDULE OF WORK HOURS**

- 7.1. Working hours for the Contractor will be from 7:30 a.m. through 7:00 p.m. Monday through Friday except Statutory holidays. The Contractor will be permitted to work on Saturdays, Sundays, and must adhere to the City of Surrey's Noise Control By-law, 1982, No. 7044.
- 7.2. If at any time the Contractor discovers that the time schedule cannot be met it will immediately advise the City in writing and provide a revised time schedule for the City to review and approve.

## **8. GRASS CUTTING SCHEDULE RECORDS**

- 8.1. The Contractor is to maintain at a minimum "**Daily Grass Cutting Record**" sheets showing as a minimum, the location of grass cutting, and the date completed. Completion reporting in tabular format of the grass cut areas shall be submitted weekly, no later than the Monday preceding a biweekly cut.

These records must be emailed to the Project Supervisor on weekly basis or as requested:

Email Address: <<inserted at Contract award>>

In addition, the hard copy records management of the works shall be recorded on demand and submitted weekly.

## **9. RESPONSIBILITIES OF THE CONTRACTOR**

- 9.1. The Contractor is to provide all necessary traffic barricading and signing when performing services in the City right-of-way of streets and shall conform to the latest edition of the Ministry of Transportation & Highways/Traffic Control Manual for Work on Roadways, and to the satisfaction of the City and included in the cost to the City. Further to the instruction of the traffic control manual, flag persons working during hours of darkness shall be illuminated in a manner acceptable to the City.

- 9.2. The Contractor is to provide all necessary safety devices and if required supervision during grass cutting works to protect the public.
- 9.3. The project area(s) provided and updated in real-time using COSMOS, Schedule "A-3" may also be used as a schematic reference to outline the work locations for the quotation. They are estimated and prospective Contractors will determine actual square meters for service and for quotation purposes.
- 9.4. The Contractor shall protect all existing plant materials at each service location(s) and replace any or all damaged landscape materials and plants at no cost to the City resulting from grass cutting work done by the Contractor.
- 9.5. The Contractor shall protect all existing water boxes/hook-ups at each service location(s) and repair or replace any or all that are damaged during grass cutting work at no cost to the City.
- 9.6. The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.
- 9.7. The Contractor shall initiate, maintain, supervise, observe and comply with all safety precautions and programs in connection with the work done in accordance with all applicable federal, provincial and local laws, regulations and ordinances.
- 9.8. The Contractor shall submit to the City, any itemized invoices for grass cutting and related services performed in a format approved by the City.
- 9.9. The Contractor must have all their vehicles identified with company name. This must be fully legible and displayed in a professional manner.
- 9.10. The Contractor must report immediately to the City, or designate, of any hazardous situations observed at each worksite. Non-hazardous situations are to be reported within 24 hours to the City or designate.

## 10. CONTRACTOR'S VEHICLES AND EQUIPMENT

### Mowing Equipment

- 10.1. The Contractor is to provide and have available at all times all of the mowing equipment necessary to perform all of the requirements of the Contract documents. Said mowing 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 mowing equipment that is to be used on job site must be safe and in good working order with sharp cutting edges. **Bruising or rough cutting of grass will not be accepted.** Equipment used must have safety features and accessories, where applicable, as required by existing WCB regulations and/or laws. Rotary type mowers must be equipped with skirt guards, which restrict foreign objects from being thrown from the cutting unit enclosure. Tractors, where approved, shall be equipped so as to conform to prevailing occupational safety health act standards (WCB).

- 10.2. Operator mounted mowing equipment and tractors must be equipped with low-pressure floatation tires designed for use on turf.
- 10.3. The Contractor is to provide an accurate description of the equipment including make/model and year of purchase, which the Contractor proposes to use in the performance of the Services in the spaces provided for in Schedule B.

### **Vehicles**

- 10.4. The Contractor's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All of the Contractor's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall always be maintained and in proper operating condition. In the event of a breakdown, the Contractor shall arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 10.5. Vehicles used in the performance of the Services shall be identified on both sides with the full company name and telephone number. This must be fully legible and displayed in a professional manner.
- 10.6. The Contract or shall affix a City Surrey Contractor sign to each side of their vehicle(s).
- 10.7. Driving speed through City parks will be at a maximum of 10 km/ hour, and the Amber lights on each vehicle must be used during the course of business in City parks.
- 10.8. In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must always be maintained in a safe condition. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

## **11. OPERATOR TRAINING, QUALIFICATIONS AND EXPERIENCE**

- 11.1. The Contractor's operators must be fully trained, qualified and experienced in this line of work, including all grass cutting, trimming and other equipment utilized in the performance of the specified work.
- 11.2. If an operator is not performing or operating any piece of equipment safely or satisfactorily to the entire satisfaction to the City Representative, the City Representative shall have the right to suspend the operator and have the equipment and the operator removed from the job site.

## **12. WASTE**

- 12.1. **Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. The grass and other vegetation cut will not be hauled off City property.** The Contractor is to dispose of all debris, trash and unsuitable materials collected under this Contract off site. 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. INSPECTION OF SERVICES PERFORMED**

- 13.1. All workmanship will be subject to periodic inspection(s) by the City, and it shall be the sole judge of the Services in respect to quality and quantity, and decisions of the City, with regards to work, or any part or parts thereof, shall be final and binding upon the Contractor.
- 13.2. The Contractor will be held strictly to the true intent of the Scope of Services in regard to workmanship and the diligent execution of the contract.
- 13.3. If the quality of the work is determined to be inadequate or defective and it is determined by the City, that a full time inspection is necessary for the remainder of the Contract, 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 \$205.00 per working day.** The City may, however, reduce the level of this full-time inspection at any time during the remainder of the Contract.
- 13.4. The Contractor will return to and perform Services, at the unit rate, any missed locations as determined by spot check inspections.

### **14. DEFECTIVE WORK**

- 14.1. The City will measure the Contractor's work by the appearance of the landscape covered by this RFQ. If the Contractor fails to provide grass cutting or clean up services in accordance with the aforementioned, to the satisfaction of the City, the Contractor will be required to return to the site (within two (2) business days) and complete any of these missed or incomplete services properly by the Contractor at the Contractor's sole expense, to the complete satisfaction of the City, or the City may complete these services with the costs associated charged back to the Contractor

### **15. DAMAGE**

- 15.1. The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Services as a result of any negligent act or omission, or misconduct in the performance of the Services and its subcontractor' work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, employees or agents. Acceptance of the Services will not relieve the Contractor of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

### **16. ENVIRONMENTAL PROTECTION**

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

by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

- 16.2. The Contractor will be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the Waste Management Act, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.
- 16.3. The Contractor will report to the City 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. HEALTH, SAFETY AND PROTECTION**

- 17.1. All personnel shall wear the proper personal protective equipment to perform grass cutting work which shall include but are not limited to CSA approved footwear, eye and hearing protection in accordance with the Occupational Health and Safety Act, WCB. of British Columbia and in accordance with the equipment manufacturer's operating instructions, while performing grass cutting operations.
- 17.2. The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defense which may be caused by Contractor's performance of the Services, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of the Services.
- 17.3. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.
- 17.4. Accident Reports: The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately within one hour of occurrence and a written follow-up report to the Surrey RCMP. The Department Representative shall also be contacted immediately and be provided a copy of any reports.
- 17.5. The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement, the Contractor must:
  - (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Contractor's personnel performing or in any way coming into contact with the performance of this RFQ;
  - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
  - (c) Take such additional precautions as the Department Representative, or designate may reasonably require for health, safety and environmental protection; and,

- (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

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

**- END OF PAGE -**

### SCHEDULE A-1 – LIST OF LOCATIONS – SOUTH

LOCATION	TRANSLINK
CRESRD S 32-34 Ave	
32 Ave 136A-142A St	
33 Ave S 141-142 St	
36A Ave S & Elgin Rd	
136 St E CrsntRd-32	
13268 138A	
3264 143 St	
144 St W 33A-34 Ave	
CRESRD S 138-140 St	
32 Ave N 144 St-KGB	
15001 32 Ave Div	X
32A Ave S 147 St-KGB	
34 Ave N 145 St-KGB	
144 St E 32-36 Ave	
146 St W 32-32A Ave	
148 St W KGB-33 Ave	
152 St W 36-40 Ave	X
32 Ave N 152-160 St	X
15551 36 Ave N	
152 St E 32-36 Ave	X
156A St E 32-37A Ave	
156B St E 37A-40 Ave	
CYDNDR N 152-154 St	
32 Ave N 188-192 St	X
36 Ave S 190-192 St	
190 St W 32-36 Ave	
192 St W 36-40 Ave	
36 Ave N 190-192 St	
192 St E 34-40 Ave	
24 Ave N 124-128 St	
12767 27A AVE	
28 Ave N 127-128 St	
128 St W 24-28 Ave	
BCHRST S 122-12250St	
CRESRD S & 28 Ave	
24 Ave N 128-134 St	
13303 25 AVE	
13470 26 AVE	
128 St E 24-26 Ave	
2822 130 ST	
CRESRD S 129-134 St	
24 Ave N 137A-144 St	
14326 24A AVE	
14315 25 AVE	
14189 25A Ave	



LOCATION	TRANSLINK
14089 26A AVE	
14338 30 AVE	
140 St W 24-29 Ave	
2660 141 ST	
144 St W 26-32 Ave	
2887 CHANTRELL PL	
3148 NRCRDR E	
24 Ave N 148-152 St	
28 Ave N 146-147 St	
32 Ave S 147 St-KGB	
32AveDiv N KGB-32Ave	X
2856 144 St E	
2972 144A ST	
2938 145A St	
148 St W 24-32 Ave	
152 St W 28-30 Ave	X
24 Ave N 152-160 St	
28 Ave N 155-160 St	
32 Ave S 157-160 St	X
158St W MV DR-WB WY	
160 St W 24-30 Ave	
CYDNDr N 156-24 Ave	
WiBrWy N 157-158 St	
24 Ave N 160-168 St	
24 Ave N 160-168 St	
26 Ave S 164-165 St	
28 Ave S 160-16428	
160 St E 24-30 Ave	
16141 161A St	
164 St W 24-28 Ave	
167 St W and McNR Dr	
168 St W 24-32 Ave	
McNair Dr & 167 St	
24 Ave N 16830	
26 Ave S 167A-173 St	
32 Ave S 168St-16824	X
CYWDDr E 26-29 Ave	
184 St W 28-32 Ave	
24 Ave N 187-192 St	
28 Ave S 188-192 St	
190 St E 24-28 Ave	
192 St W 24-28 Ave	
24 Ave N 192-194 St	
192 St E 24-26 Ave	
16 Ave N 128-127 St	
20Ave S OcnWDr-12572	
24 Ave S 124-124B St	

LOCATION	TRANSLINK
124 St E 22-24 Ave	
128 St W 16-24 Ave	
12638 OCEAN CLIFF DR	
2045 Ocean Forest Dr	
OCPKRD E 16-20 Ave	
1918 OCEAN PARK RD	
16 Ave N 129-136 St	
13469 17 AVE	
13258 17A AVE	
13561 19 AVE	
13288 19A AVE	
20 Ave S 128-136 St	
24 Ave S 132A-13438	
128 St E 16-24 Ave	
2312 129A ST	
1661 130 St W	
1825 133A ST	
1915 133B ST	
1840 134 ST	
1978 134A ST	
1660 135A St	
136 St W 16-20 Ave	
13198 AMBLE GREENE *	
13272 AMBLE GREENE *	
13283 AMBLE GREENE	
16 Ave N 140-144 St	
14271 16A AVE	
14077 17 AVE	
20 Ave S 136-144 St	
13862 24 AVE	
136 St E 21A-16 Ave	
2288 138 ST	
140 St W 16-24 Ave	
141 St E 22-23 Ave	
144 St W 16-17A Ave	
CTRLDr E 22-23A Ave	
16Ave N MrtnDr-152St	
14600 20 Ave	
14824 20AAVE	
14892 21B AVE	
14900 22 AVE	
24 Ave S 148-152 St	
148 St W 16-17 Ave	
15019 20 AVE	
152 St 16-19 Ave	X
16 Ave N 152-160 St	X
15366 17 Ave	

LOCATION	TRANSLINK
18 Ave S 154-156 St	
20 Ave N 152A-160 St	
24 Ave S 152-160 St	
154 St E 16-22 Ave	
156 St E 22-24 Ave	
160 St W 16-24 Ave	
16 Ave N 160-162 St	X
24 Ave S 160-164 St	
160 St E 16-24 Ave	
1940 165A ST	
168 St W 18-24 Ave	
Oak M DR and 24 Ave	
1833 169 ST	
20 Ave N 172St-17499	
24 Ave S 172 St	
168 St E 18-24 Ave	
20 Ave N Hwy15-182St	
22 Ave S 190-192 St	
24 Ave S 19038	
190 St E 22-24 Ave	
192 St W 20-24 Ave	
22 Ave S 192-194 St	
192 St E 21-24 Ave	
16 Ave S 129-136 St	
136St W Marine-14A	
128 St E 14-16 Ave	
130 St 14 -14A Ave	
MRNEDR N 128-130 St	
8 Ave N 160-166 St	
10 Ave N & 160A St	
14 Ave N 160St-KGB	
16 Ave S 160-99HWY	X
8 Ave N 160-166 St	
160 St E 8-9 Ave	
1454 162B St	
17450 0A Ave	
4 Ave S 172-176 St	
139 169A St N	

## SCHEDULE A-2 – MAPS

Maps using COSMOS link shall be utilized throughout the duration of the contract to illustrate what locations are to be serviced and the frequency as outlined in Schedule A. If areas are deleted or added the Contractor shall refer to the electronic copy. If areas are added the Contractor will be notified of the addition in order to add it to the regular rotation.

**MAP OF COS – COSMOS:** <http://cosmos.surrey.ca/external/>

Please see below tutorial for using COSMOS. Further details can be found in COSMOS.

### TUTORIAL GRASS CUTTING – COSMOS (City of Surrey Mapping Online System)



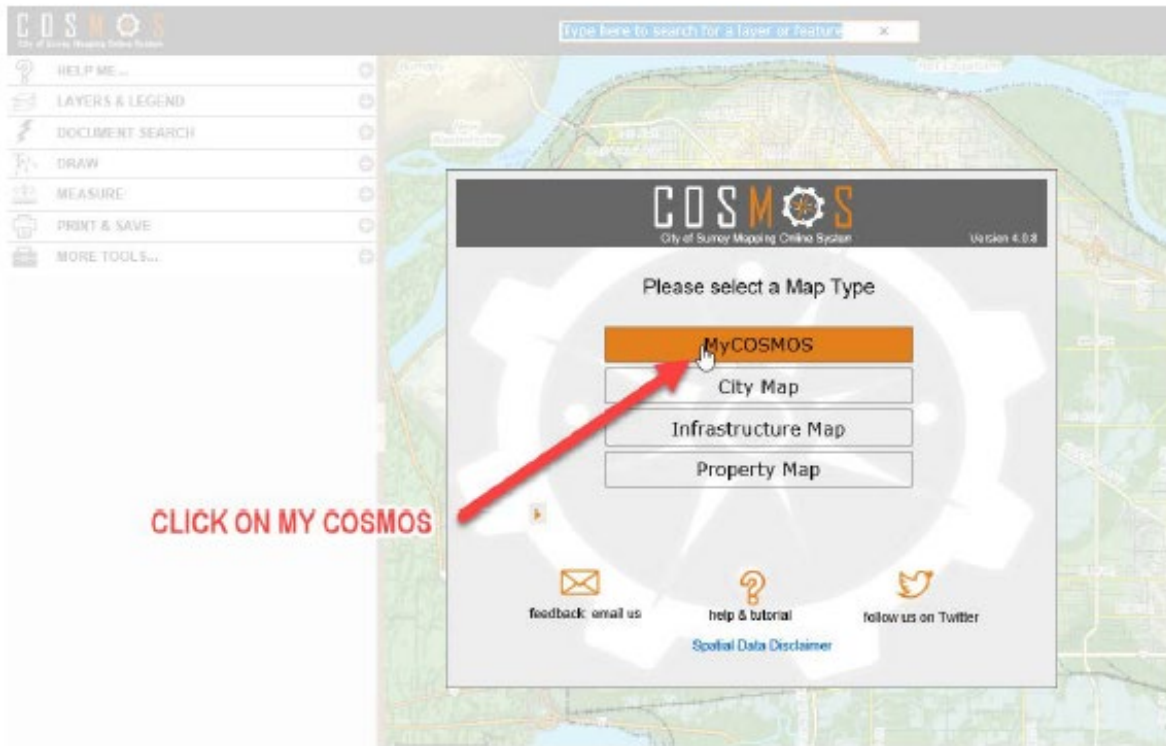
Maps using COSMOS link shall be utilized throughout the duration of the contract to illustrate what locations are to be serviced and the frequency as outlined in Schedule A. If areas are deleted or added the Contractor shall refer to the electronic copy. If areas are added the Contractor will be notified of the addition in order to add it to the regular rotation.

**MAP OF COS – COSMOS:** <http://cosmos.surrey.ca/external/>

<http://cosmos.surrey.ca/external/>  
Ctrl-Click to follow link

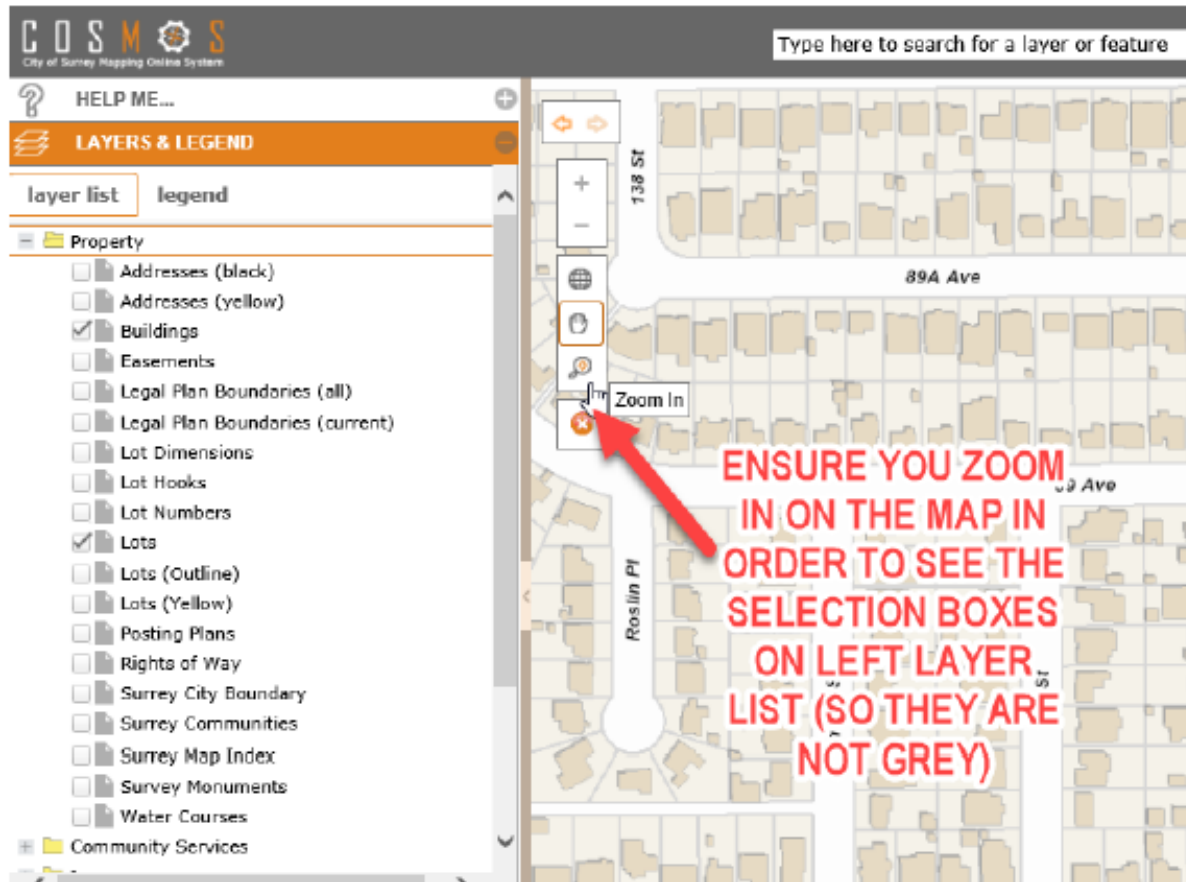
EACH LAYER AND RFQ IS DEFINED WITH SPECIFIC COLOURS AS OUTLINED BELOW.

Contract	Colour	Description	RFQ No.
1		2023 Program Mowing South	1220-040-2022-092
2		2023 Program Mowing East Central	1220-040-2022-094
3		2023 Program Mowing West Central	1220-040-2022-095

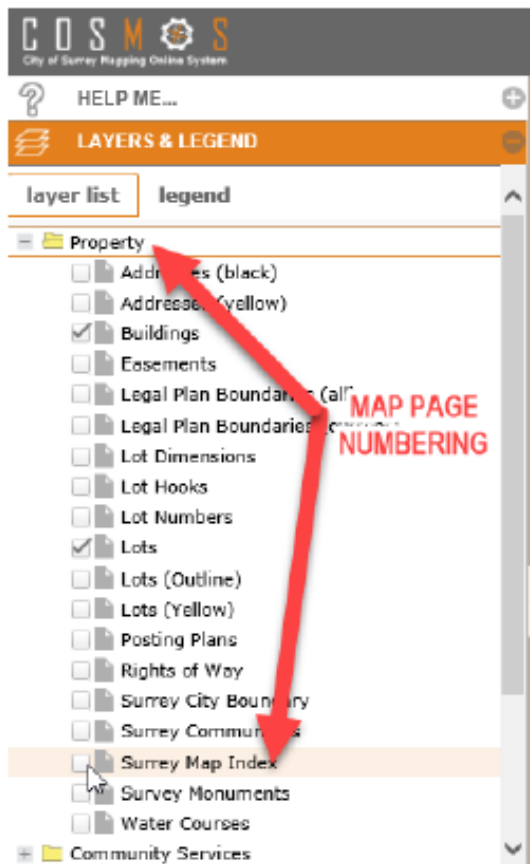


**CLICK ON MY COSMOS**

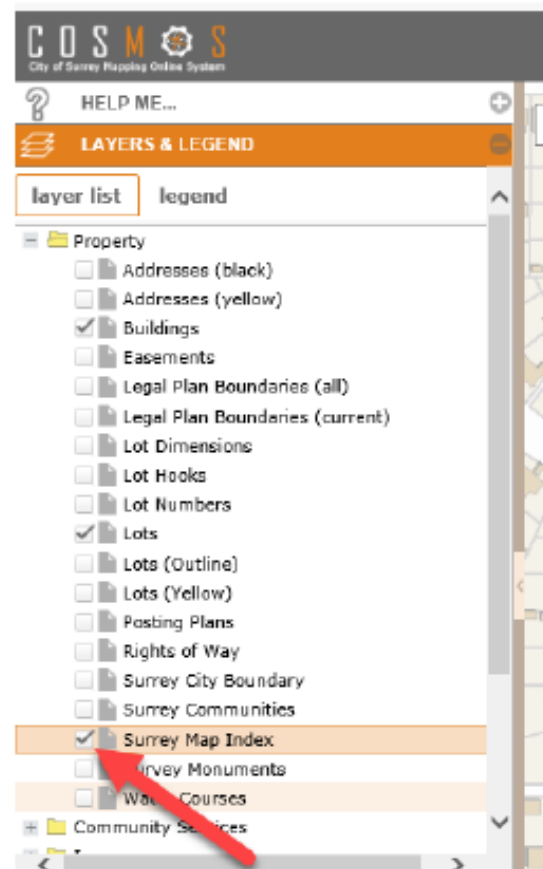
IN COSMOS, IT MUST BE ZOOMED IN SUFFICIENTLY IN ORDER TO VIEW SPECIFIC LAYERS. USE THE ZOOM FEATURE WITH YOUR MOUSE TO HAVE AN APPROPRIATE ZOOM TO HAVE LAYERS AVAILAABLE WITH A CHECK MARK BOX.



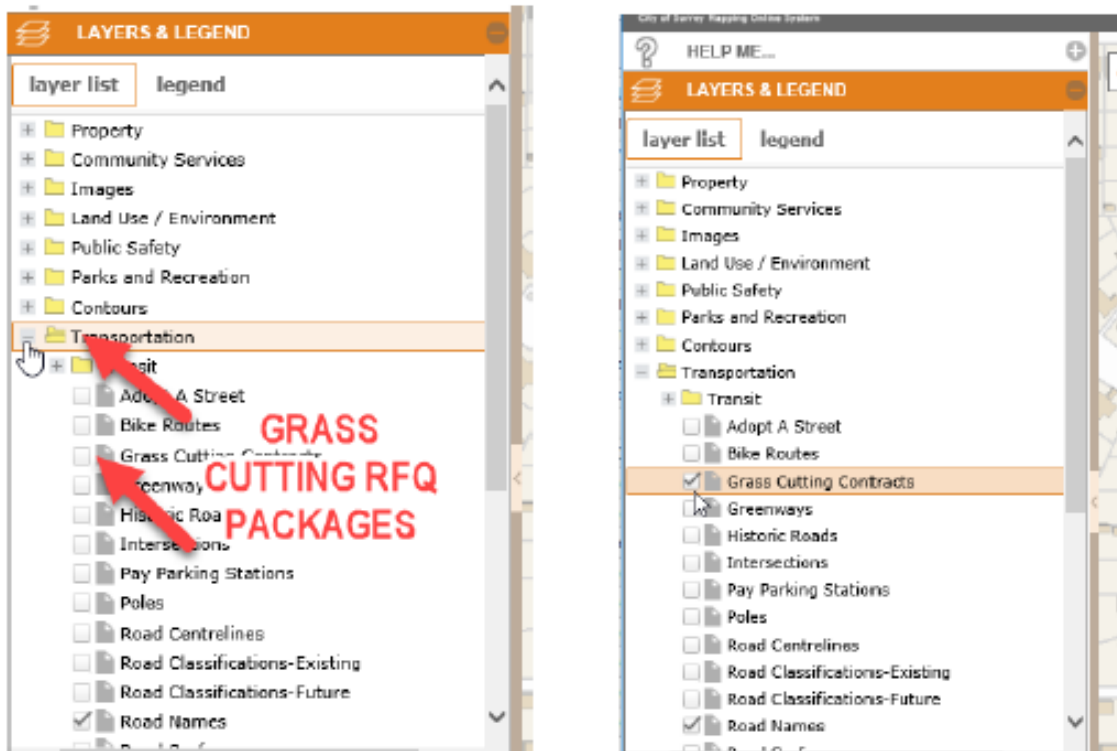
TO HAVE THE MAP INDECIES SHOWN IN COSMOS, GO TO THE PROPERTY LAYER. CLICK THE BOX TO HAVE A CHECK MARK DISPLAYED.



MAP PAGE NUMBERING



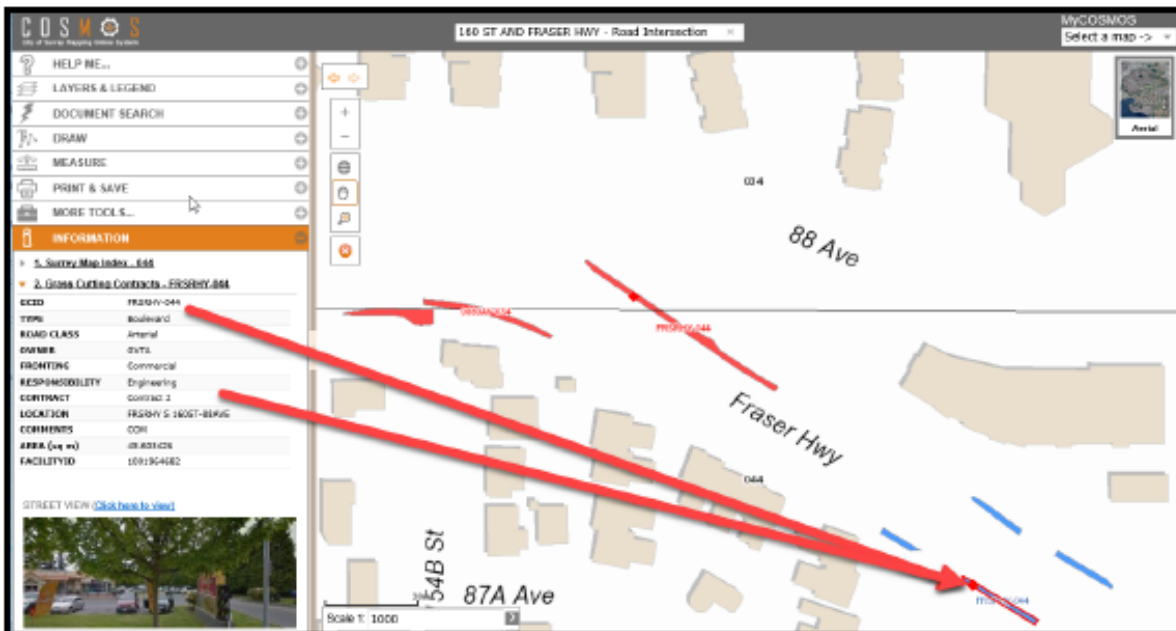
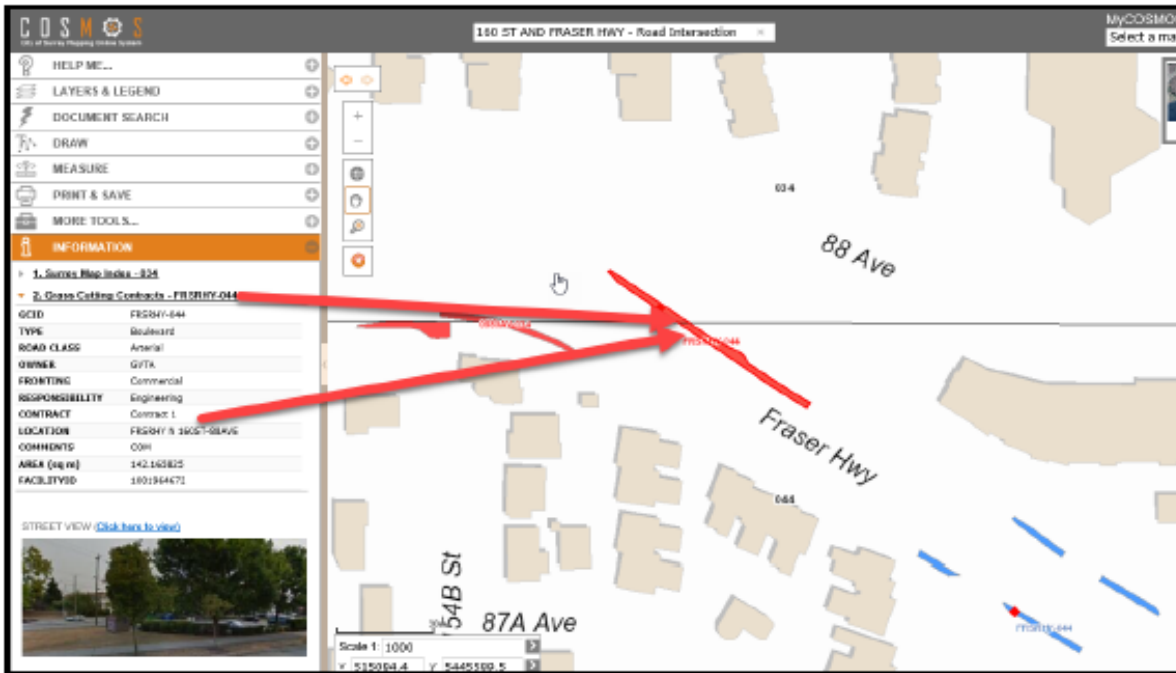
TO HAVE THE GRASS CUTTING LAYERS SHOWN IN COSMOS, GO TO THE TRANSPORTATION LAYER. CLICK THE BOX TO HAVE A CHECK MARK DISPLAYED AND THE GRASS CUT AREAS WILL APPEAR (ONLY IF YOU ARE ZOOMED IN CLOSE ENOUGH).



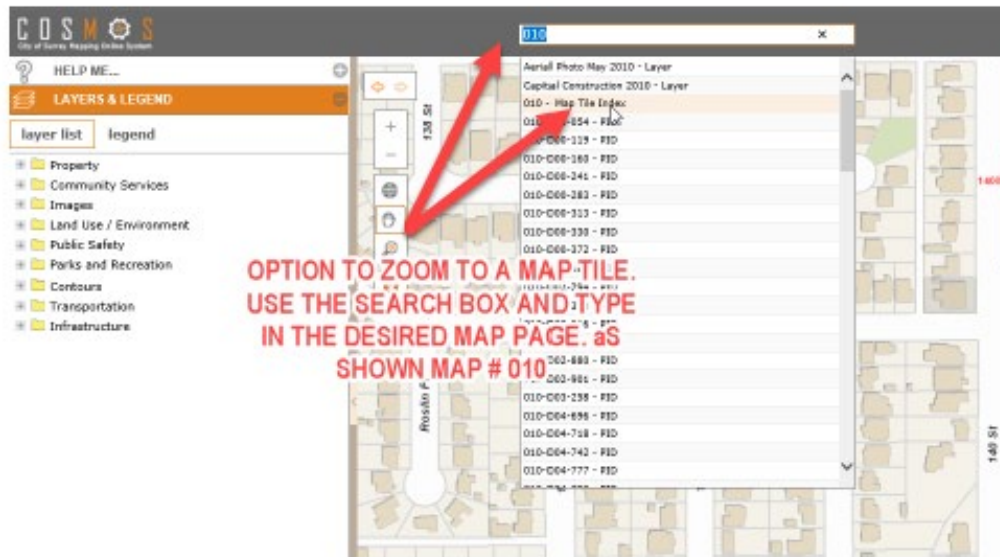


SPECIFIC DETAILS CAN BE REVEALED BY CLICKING ON A SPECIFIC ASSET (SEE BELOW). DETAILS RELATING TO THE AREA(M<sub>2</sub>), LOCATION AND DEFINING GCID CORRESPOND TO THE QUANTITIES IN THE TABLES RELATING TO EACH RFQ.

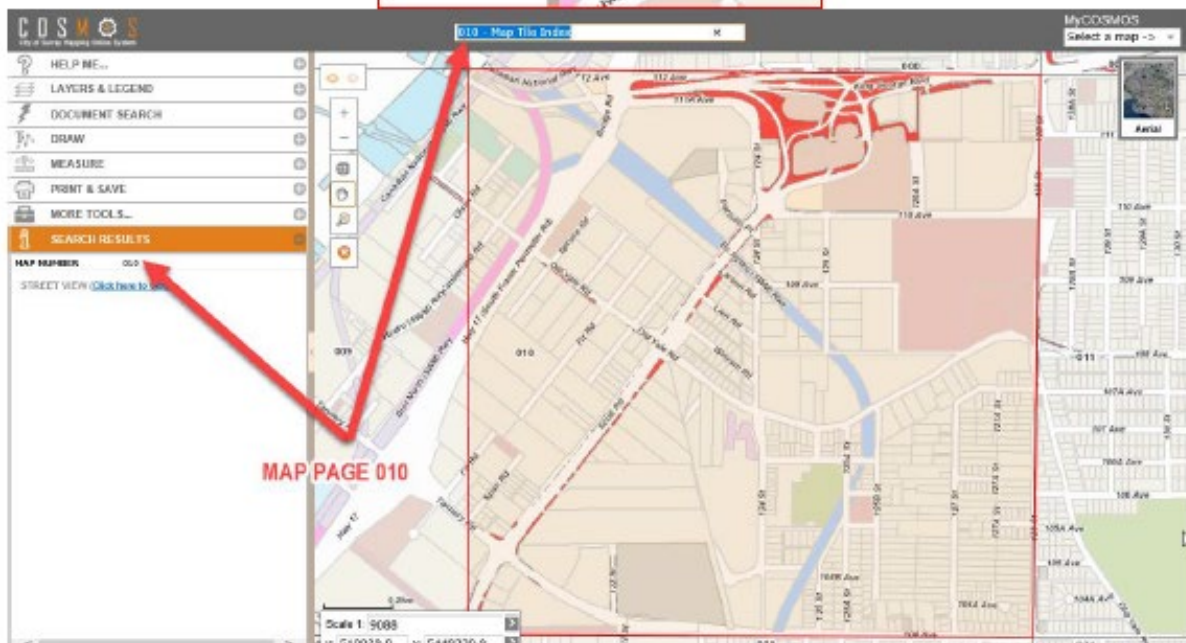
- BELOW ILLUSTRATES THE NORTH RFQ & CENTRAL RFQ ARE SEPERATED BY COLOUR IF THE MAP PAGES ARE CLOSE TOGETHER



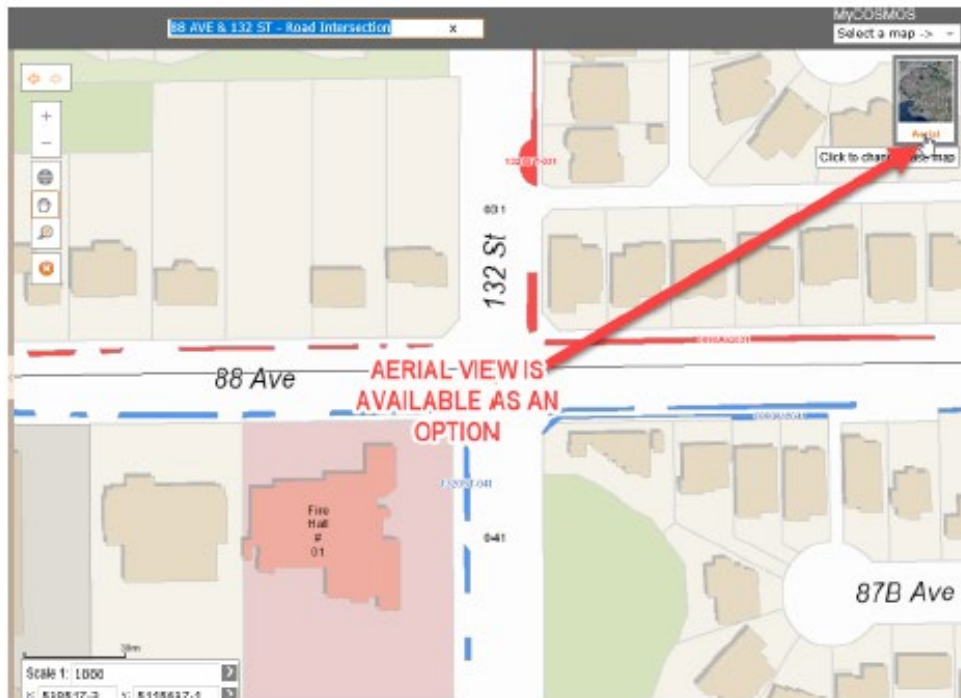
OPTIONS - SEARCHING OR VIEWING A SPECIFIC MAP TILE IS AVAILABLE. USE THE SEARCH BOX TO TYPE A PREFERRED MAP PAGE NUMBER TO VIEW.  
IE MAP PAGE 10 TYPE "010"



OPTION TO ZOOM TO A MAP-TILE.  
USE THE SEARCH BOX AND TYPE  
IN THE DESIRED MAP PAGE. AS  
SHOWN MAP # 010



OPTIONS - TO HAVE AN AERIAL VIEW, IN THE TOP RIGHT HAND CORNER IT CAN BE TOGGLED BETWEEN THE STREETS VIEW ONLY OR MORE DETAIL OF BUILDINGS/TREES ETC.

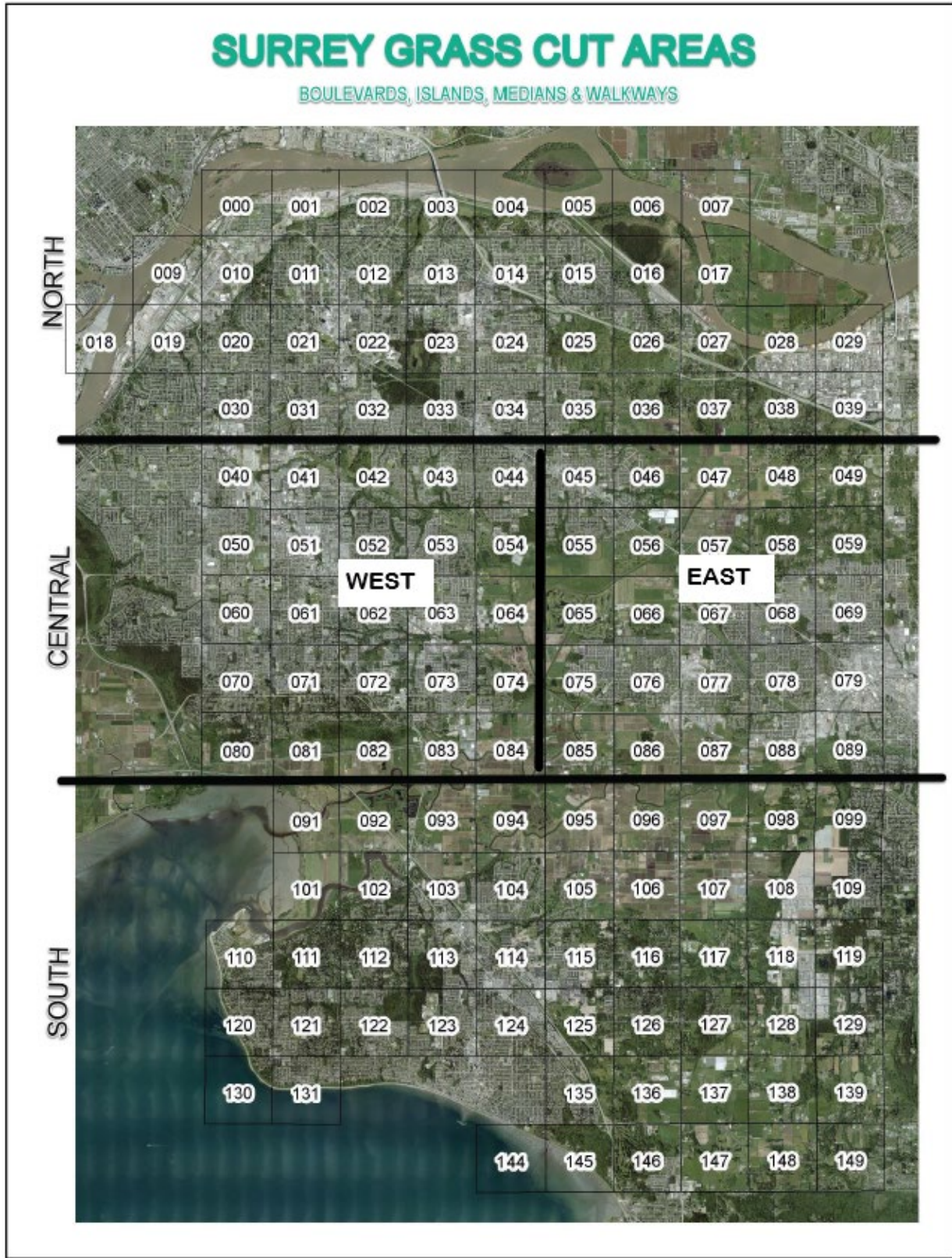




SCHEDULE A-3 – GRASS AREA PROGRAM LIMITS

# SURREY GRASS CUT AREAS

BOULEVARDS, ISLANDS, MEDIANS & WALKWAYS



## SCHEDULE A-4 – PRIME CONTRACTOR DESIGNATION

### LETTER OF UNDERSTANDING

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

#### Coordination of multiple-employer workplaces

**24** 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,

- (1) The prime contractor of a multiple-employer workplace must
  - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2022-092

Project Title and Site Location: 2023 Program Mowing South

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

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

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

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

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

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

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

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

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

## **SCHEDULE A-5 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS**

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

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

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

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

#### **PERSONNEL**

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

#### **SAFETY MANAGEMENT SYSTEM**

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, 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.

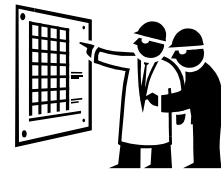
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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

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



## GENERAL RULES

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



**16. Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):

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

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

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

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

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**(Please Print)**

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



**SCHEDULE B - QUOTATION**

RFQ Title: **2023 Program Mowing South**

RFQ No: 1220-040-2022-092

**CONTRACTOR**

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

Contact Person and Title: \_\_\_\_\_

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

Business Telephone: \_\_\_\_\_

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

Business E-Mail Address: \_\_\_\_\_

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

1. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Agreement;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
  
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
  
3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

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

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

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

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

**Requested Departure(s):**

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

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

**Changes and Additions to Specifications:**

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

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

**Requested Departure(s)**

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

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**Fees and Payments**

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

**Base Cutting Schedule of Prices**

Item #	Class of Work	Est. Total Sq. M. / Cut (A)	Unit Price per Sq. M. (B)	Cutting Freq.	Est. No. of Cuts / Term (C)	Total Amount per Term (A X B X C)
S1a	COS – Boulevards	173,928	\$	Biweekly	15	\$
S1b	COS – Medians, Medians, Islands and Walkways	31,603	\$	Biweekly	15	\$
S2a	TransLink – Boulevards	14,882	\$	Biweekly	15	\$
S2b	TransLink – Medians, Islands and Walkways	1,732	\$	Biweekly	15	\$
<b>Sub-Total:</b>						\$
<b>GST (5%):</b>						\$
<b>Total:</b>						\$
<p><b>Note: All quantities are approximate.</b> The City reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed necessary, or expedient by the City. Payment will be made only for the actual measured quantities of work performed</p>						

**Alternative Cut Schedule Prices (OPTIONAL)**

The following are our prices for the alternative work listed hereunder. Such alternative work and amounts are **NOT** included in our Schedule of Prices. This Section need only be completed if the Contractor proposes an alternate to any Goods and Services specified and shown on the plans. These additional submittals are to be provided **AT THE TIME OF QUOTATION SUBMISSION**. Evaluation and acceptance, if given, will be made after the Contractor has been selected.

Item #	Class Of Work	Cutting Frequency	Unit Price Per Square Meter
OP AL1	Boulevards	Weekly	\$
OP AL2	Medians	Weekly	\$
OP AL3	Traffic Islands	Weekly	\$
OP AL4	Walkways	Weekly	\$

**Payment Terms:**

A cash discount of \_\_\_\_\_% will be allowed if account is paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

**Time Schedule:**

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

MILESTONE DATES \_\_\_\_\_

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

**Experience, Reputation and Resources:**

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

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

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

**Key Personnel**

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

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

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

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

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

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

Applicable as follows     Not applicable to this project

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

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

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