



REQUEST FOR QUOTATIONS

Title: Arena Refrigeration Equipment Repair and Maintenance

Reference No.: 1220-040-2024-051

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: July 11, 2024

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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 – Draft 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 – Draft 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

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 **August 1, 2024** (the “**Date**”).

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2024-051

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

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

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

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

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

A site visit will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "Site Visit"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Site Visit and to have received all of the information given at the Site Visit. At the time of issuance of this RFQ a meeting has been scheduled as follows:

(a) Date: July 19, 2024

Locations:

Surrey Sports & Leisure Complex, 16555 Fraser Highway **[10:00AM-11:00am]**

Cloverdale Arena, 6090 176 Street **[12:00-1:00pm]**

South Surrey Arena, 2199 – 148 Street, **[2:00-3:00pm]**

(b) Date: July 18, 2024

Locations:

Newton Arena, 7120 – 136B Street **[11:00-12:00pm]**

North Surrey Sport and Ice Complex, 10950 126A Street **[1:00-2:00pm]**

It is possible that some questions raised, and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Quotation. Contractors are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: location of the work, location of buildings on the site, adjacent properties, Contractor occupancy during the work, access and all other conditions that a competent Contractor experienced in work similar to the work would consider and take into account, and is further deemed to have included in the contract price all costs occasioned thereby.

Note: No minutes of the Information Meeting will be provided

The Contractor is responsible for any fees incurred as a result of the Site Visit.

[END OF PAGE]

ATTACHMENT 1 – DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: Arena Refrigeration Equipment Repair and Maintenance

RFQ No.: 1220-040-2024-051

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 31st;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "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) "Indemnitees" 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;
Schedule A-1 – Preferred Maintenance Requirements;
Schedule A-2 – City of Surrey Asset Inventory as of 2024;
Schedule B – Quotation Extracts;
Schedule C - Prime Contractor Designation; and
Schedule D – Contractor Health and Safety Expectations.

2. GOODS AND SERVICES

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

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on **(START DATE)** and terminating on **(END DATE)** (the "Term").
- 3.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one-year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES

- 5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 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

- 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"

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.

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. ENUREMENT

29.1 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 the Contract on the day and year first above written.

CITY OF SURREY

by its authorized signatory:

<<NAME>>
<<Job Title>>

<<NAME OF CONTRACTOR>>
by its authorized signatory:

<<NAME>>
<<Job Title>>

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The City is seeking a qualified and experienced Contractor for the arena refrigeration equipment repair and maintenance services on an as needed basis (the “Services”).

1. SCOPE OF SERVICES

The Contractor shall provide all personnel, tools, labour, supervision, materials, equipment, parts, fuel and transportation necessary for scheduled and unscheduled repairs, including emergency response services necessary to perform preventive maintenance inspections (“PMI”) and repairs to refrigeration equipment to the City’s various recreational facilities.

The Contractor shall provide preventive and remedial on-site maintenance including parts and fully qualified and experienced labour as recommended by the original equipment manufacturer (“OEM”) to perform the required Services. The Contractor shall provide parts for on-site repairs and ship replacement parts at no additional costs to the City recreational facilities as follows:

- Cloverdale Arena, located at 6090 - 176 Street, Surrey, B.C.
- Newton Arena, located at 7120 - 136B Street, Surrey, B.C.
- North Surrey Sport and Ice Complex, (3) (NSSIC), located at 10950 126a Street, Surrey, B.C.
- South Surrey Arena, located at 2199 – 148 Street, Surrey, B.C.
- Surrey Sport & Leisure Complex, Arenas (3) (SSLC), located at 16555 Fraser Highway, Surrey, B.C.

Typically, Cloverdale Arena and Newton Arena operate in dry floor mode from mid-March until mid-August. South Surrey Arena and the SSLC Arenas (3), year-round, North Surrey Sport and Ice Complex operates with one sheet of ice in the Spring and Summer and two sheets of dry floor.

The City is in the process of building a new arena – a two-sheet facility in Cloverdale which will open in 2025 with a third sheet in 2027.

The City may, at its sole discretion, increase or decrease the number of facilities listed above based on the City’s requirements during the Term of the Agreement.

1.1 The Services may include but are not limited to the following:

- (a) Maintain the equipment (as listed in Schedule A-2 City of Surrey Asset Inventory as of 2024) to a high standard of performance;
- (b) Provide non-scheduled and scheduled monthly, quarterly, bi-annual and annual maintenance, inspections, servicing and general repairs of arena refrigeration mechanical system equipment and related systems and equipment;
- (c) Assign a qualified experienced foreman/supervisor to oversee the inspection of the equipment to assure that equipment performance is satisfactory, and guarantee that the equipment is in conformance with the plans, specifications, and special requirements of the OEM;
- (d) Provide all necessary parts and accessories as required for all equipment covered under this Agreement;

- (e) Replace, maintain or clean such filters or v-belts as required during their regular scheduled Preventive Maintenance (PM) or Maintenance Inspection. (Refer to Schedule A-2 City of Surrey Asset Inventory as of 2024 – for Filter and Belt List);
- (f) Provide full cleaning services when needed including all coils, condensers, fans, supply and replace belts and other related equipment as required for efficient operation.
- (g) Responsible for the replacement of filters for all equipment except for the dehumidifier
- (h) If the filters or v-belts fail before the next Preventive Maintenance, the City may replace at their discretion and notify the Contractor upon their next visit;
- (i) Test all safety devices and governors where applicable. This testing shall be part of the annual inspections;
- (j) Make all necessary adjustments in order to keep the equipment in full operational condition and provide informal training on an as-needed basis for City employees to enable them to make daily adjustments to the equipment;
- (k) Assist the City in maintaining an up-to-date arena refrigeration equipment list shown in Schedule A-2 as changes are made and new information is found; and
- (l) Assist the City with risk assessments for the purpose of maintaining compliance with the Technical Safety BC (TSBC).

1.2 The Contractor is to provide PM Services monthly, quarterly, bi-annually and annually to ensure that equipment listed in Schedules A-2 in accordance with OEM's performance standards. PM Services are to include, but need not be limited to the following:

- (a) Inspection of parts for wear, alignment and maladjustment impending breakdown;
- (b) Adjustments for wear, alignment and maladjustment;
- (c) Replacement of faulty and worn or damaged parts and/or parts which are likely to become faulty or become worn;
- (d) Cleaning, calibration and lubrication;
- (e) Performing remedial maintenance of non-emergent nature;
- (f) Inspecting, and replacing where indicated, electrical wiring and cables for wear and fraying; and,
- (g) Additional repairs and maintenance as required in addition to the Services specifically mentioned above that are deemed necessary to return equipment to full operating condition. These Services are to ensure safe and dependable operation of the equipment at all times. All repairs are to be made at the locations specified. Remedial maintenance includes all intervening service calls in order to bring the equipment to a serviceable condition.

1.3 Include the maintenance of the following associated electrical components (where applicable):

- (a) Switch gear for mechanical equipment;
- (b) All motors;
- (c) Motor controls mounted as an integral part of equipment assemblies;
- (d) Pre-wired control panels;
- (e) Electronic control panels and their components;
- (f) Wiring and conduits for low voltage controls and interlocks;
- (g) Control panel; and
- (h) DDC computer and software for the control of the refrigeration plant and associated systems.

1.4 The scope of the arena refrigeration plant maintenance includes but is not limited to:

- (a) Plant start up
- (b) Plant shut down
- (c) Compressor maintenance
- (d) Condenser maintenance
- (e) Chiller maintenance
- (f) Pump maintenance
- (g) Pipe, valve and insulation maintenance
- (h) Leak check and refrigerant charging
- (i) Compressor oil replacement, compressor top up, draining oil from chiller
- (j) Purging
- (k) Brine tests
- (l) Motor cleaning and servicing
- (m) Emergency service repairs
- (n) Electrical maintenance for refrigeration equipment
- (o) Safety valves and interlocks
- (p) Assist in the development of safety procedures relating to arena operation.

General Notes:

- All service calls at each arena are to be logged in the engineer's log book. The service work done is to be noted, including the name of the mechanic. A copy of the service report is to be left with the operator.
- During the hours that the facility is open the Contractor will check in and check out at the front counter.
- All charges on the invoice are to be itemized
- Prior to subcontracting any service work, approval must be obtained from the City.
- The maximum value of extra work under this Agreement without written approval is \$500 (plus taxes). All work over \$500 requires written approval.

2. APPLICABLE SPECIFICATIONS

The applicable specifications shall be the OEM specifications including all maintenance requirements. All equipment covered under this Agreement shall be maintained to a level of performance equal to the published specifications for the equipment when originally purchased.

The Contractor shall maintain equipment in accordance with all applicable safety codes (latest edition) referring to Refrigeration Mechanical Maintenance equipment. The Contractor shall have all permits, recycling, recovery or other required licenses or certifications. All Federal, Provincial and local laws will apply.

The Contractor is responsible and accountable for the disposal of all excess and scrap materials. The job site must be clean and cleared of such materials by disposing of them in an environmentally friendly manner off-site.

3. INSPECTION AND TESTS

The Contractor will carry out and include the costs for all inspections, tests and certificates as required by all applicable Codes and Regulations.

4. Risk Assessment Audits and Documentation

To maintain compliance with TSBC and Risk Assessment, the Contractor shall maintain, on the premises, a log on each system or unit outlining the service schedule, repairs, replacements or adjustments performed on the equipment. Upon termination of the agreement the originals shall become the property of the City.

5. CODE REQUIREMENTS

The Quotation must provide evidence that the Services will follow best practices of the professions, manufacturers and trades involved, and meet or exceed the requirements of the:

- (a) CAN/CSA B52-2018 Mechanical Refrigeration Code, ANSI B31.1, B31.5, the Canadian Electric Code CSA C22.1, CSA Standard Z432-94 for safeguarding of machinery, latest revisions and updates in effect at the time of installation: and
- (b) Comply with all City of Surrey building bylaws TSBC, Provincial, Federal and WorkSafe BC codes, policies, rules and ordinances, IIAR and ASHRAE Standards.

Although the above list identifies the major standards and codes relevant to the Services, other relevant codes and specifications may exist.

6. THIRD PARTY INSPECTIONS

The Contractor shall address the issue of third-party inspections (which includes mechanical engineering consulting firms) required in connection with the Services by City departments, utilities, agencies, and other government bodies. The Contractor shall be responsible for coordinating and bearing all the costs associated with these inspections.

7. REGULAR WORKING HOURS

The regular working hours and ordinary working days shall be **7:00 a.m. to 6:00 p.m. (PST) Monday through Friday**. No work will be performed outside of regular working hours without the prior direction or approval of the City.

Notwithstanding the preceding paragraph, the Contractor may be required to carry out Services outside of the normal working hours or ordinary working days without the prior approval of the City, where it is necessary in the interests of safety of the Services or where the Services is required to protect the property. In such circumstances the Contractor shall inform the City in writing of the circumstances as early as possible.

If the Contractor wishes to carry out work outside of the normal working hours and approval is given by the City, but the reasons for working these hours are for the Contractor's benefit, then the hourly rate for such work will be at the normal hourly rate.

Work hours paid under this Agreement shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labour or equipment.

All Services performed other than Monday through Friday from 7:00 AM to 6:00 PM and emergency calls shall be charged at no more than 1 1/2 times the fixed hourly rate for the individual performing the service.

8. EMERGENCY REPAIR SERVICES

The Contractor shall maintain a 24/7/365 emergency response service for the term of the agreement and one or more qualified service technician available for afterhours emergencies.

The Contractor must have their service technician respond within 30 minutes from the time of call out is requested by means of calling back to the source.

Emergency call outs shall be attended to within one (1) hour of responding to a call.

Note: If the Contractor does not respond within the expected timeframe noted above, the City reserves the right to utilize the services of another Contractor.

8.1 Emergency Repair Services Request

The Contractor shall maintain a twenty-four (24) hours emergency service for the duration of the agreement and have one or more qualified tradesmen available for after-hours emergencies.

Emergency service would be required for repairs which, if not done, would:

- Create a safety hazard;
- Affect the customers ability to occupy or use the building;
- Cause damage to the building or equipment; or
- Adversely affect normal workflow.

Emergency callouts shall be attended within one (1) hour of receiving the call and shall carry out such work as is necessary to render the installation as effective as possible within the limit of cost of Five Hundred Dollars (**\$500**) per occurrence calculated in accordance with the Schedule of Prices. Necessary work in addition to the **\$500** will be subject to the additional approval of the Manager, Arena Operations.

8.2 Preventative Maintenance Repairs

While on site, the Contractor is expected to carry out minor, preventive maintenance repairs that are required to ensure the unit(s) will continue to operate as designed. The limit of these repairs is to be Five Thousand Dollars (**\$5,000**) per occurrence.

More extensive repairs are to be documented and discussed with the Arena Maintenance Supervisor and a written Quotation supplied. More extensive repairs are to be scheduled to coincide with a regular preventive maintenance visit where possible.

The Contractor may be requested to submit a firm Quotation covering all labour, overhead and obvious materials, which are to be fully listed, including project completion in number of days.

The Contractor shall provide written Quotation within five (5) days. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

The City may invite others to quote for and perform such repairs or the City may provide reconditioned or new components from the City's stores or instruct any of its Contractors to carry out the repairs.

The Contractor shall assess repairs to all appliances and equipment. If the appliance or equipment is "Beyond Economical Repair" (BER) the Contractor shall immediately report (in writing) to the City, detailing why the appliance or equipment is Beyond Economical Repair.

Whenever there is a likelihood of repairs exceeding 50% of the cost of replacement, or when parts are no longer available or very difficult to obtain, the item or items are to be classified as "BER". The final determination however will be made by the Arena Operations Manager.

Non-emergency work shall only be performed with the City's written authorization. Actual work shall not exceed the Contractor's estimate without prior written authorization by the Arena Operations Manager.

8.3 New and Replacement Equipment

The Contractor shall have the right of first refusal on replacement or purchase of equipment and/or systems where the total cost does not exceed Ten Thousand Dollars (**\$10,000**).

The City may solicit a minimum of two verbal or written Quotations and shall select the best valued quotation meeting the requirements of the City for any equipment where the total cost exceeds \$10,000.

9. **UNSCHEDULED CALLOUTS**

Contractors must be prepared to work as required on weekends and outside of normal working hours, if requested by the Arena Operations Manager. The Contractor must have their contacts respond within thirty (30) minutes from the time a call-out is made by means of calling back to the source.

The technician must be on site within four (4) hours in a regular working day for all unscheduled work that is not deemed "Emergency Service".

Note: If the Contractor does not carry out the work at a rate considered satisfactory by the City, the City reserves the right to utilize the services of another Contractor.

10. SERVICE REPORTS

A service report must be completed by the Contractor for any work performed at a work site. The report should specify the labour type, number of hours worked per technician and any other charges. Reports should include pictures detailing the condition of the area in need of repair, both before and after completion of the work.

The Contractor shall provide to the City annual operational reports of all equipment. It should contain as many of the items listed below, as are readily available on an annual basis.

- Calls for the month and year to date, categorized and including call received, attendance and site times, fault identification and rectification
- Scheduled repairs carried out, identified, planned, any unscheduled repairs
- Report on any semi-annual tests or audits carried out or upcoming
- Out of service times per unit during normal working hours

Annual meeting shall be convened to discuss progress, status of maintenance and any other outstanding issues. Such meetings shall involve the Contractor, and the Arena Operations Manager, and take place at agreed pre-arranged time and venue.

11. IDENTIFICATION OF EMPLOYEES

All personnel employed by the Contractor shall at all times be readily identifiable as being an employee of the Contractor. Contractor employees and sub-trades shall also carry on their person, personal photographic identification at all times while working on City premises. Service vehicles shall also have the Contractor's business name clearly marked.

Only employees of the Contractor (or Contractor's approved sub-Contractor(s)) specifically assigned to carry out the work will be allowed to enter the City facilities. While the Contractor's employees are on the City's premises, the Contractor shall require them to conduct themselves in a professional manner.

The Contractor shall report in and out to the facility manager/representative when attending sites.

12. SAFETY

The Contractor will develop and maintain a comprehensive safety program, including employee training, to provide a safe work environment in compliance with all relevant laws and regulations.

13. SPARE PARTS

The Contractor shall be required to carry sufficient spare parts to provide immediate service in the event of a minor breakdown and shall have sufficient spare parts available to enable reasonable service on major breakdowns. Types of spare parts to be carried are those known to fail on a regular basis. All parts replaced on a unit shall, if requested, be returned to the Arena Operations Manager. Failure to return parts may result in

rejection of the claim for payment.

Where an urgent requirement exists for a part (or parts) which the Contractor or Contractor's supplier(s) does not have in stock, the Contractor shall immediately air freight such part (or parts) to expedite the repair.

If such part (or parts) is part of the normal preventive maintenance schedule, the Contractor shall bear any extra costs incurred.

The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications and applicable national standard codes (i.e. CSA or ASTM). The Contractor is to use only new or rebuilt assemblies, or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.

The Contractor is to have established facilities and is to have adequate supplies, materials and replacement parts to perform all PMI and repair Services.

The Contractor is to have access to non-stock replacement parts within twenty-four (24) hours of a request for Service.

The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable condition. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.

14. WARRANTY

14.1 Warranty Period Against Faulty Spare Parts and Materials

The warranty period against genuine spare parts shall exist for the manufacturer's period as stated by the respective manufacturer and shall commence from the day of completion of the work.

The Contractor from the day of completion of the work shall cover warranty period against spare parts and materials not covered by a manufacturer's warranty period against defects for the period entered in the Schedule of Prices. **This period shall not be less than 13 weeks.**

Where applicable, the Contractor shall replace genuine spare parts or the materials under the terms of warranty and shall not invoice the City for it.

14.2 Warranty Against Faulty Workmanship (Quality Control)

The Contractor shall guarantee all workmanship and all expenses for service and repairs for a period of one (1) year after the work is completed. The Contractor shall make good, at his own expense, and to the satisfaction of the City, all defects and damages which may result from faulty workmanship. The complete execution of the work shall be borne by the Contractor.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the

City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of loss or damage and deduct such estimated amount from the amount owing to the Contractor.

14.3 Warranty Period On Existing Equipment

Units included in this RFQ may be covered by the manufacturer's warranty against faulty workmanship and parts. The Contractor shall not work on any of the units, which would render this warranty null and void. If the Contractor carries out any work, which would normally be covered by the manufacturer's warranty, this work will be free of charge to the City.

The City shall advise the Contractor when individual units come out of their respective warranty period. For units no longer under warranty this section shall not apply.

15. **DISRUPTION OF NORMAL ACTIVITY**

The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of City business. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, interrupted service, customer discomfort, etc.

When it is necessary to disrupt normal facility activities, the schedule or work and the areas to be affected must be approved by the Arena Operations Manager prior to commencement of the work or be rescheduled for after normal working hours.

Some Services may need to be scheduled outside of normal working hours, subject to prior approval of the Arena Operations Manager.

16. **ADDITIONAL SITES/LOCATIONS**

Additional sites and locations may be added onto an agreement via an amending agreement. The Contractor shall submit a Quotation to the City, which if approved through cost review, will be added to the contract by the City.

17. **REFRIGERANT HANDLING**

The Contractor must comply with all laws, codes and regulations concerning fully halogenated CFC refrigerants and their recovery.

The Contractor must fully comply with American Society of Heating, Refrigerating and Air Conditioning Engineers Ins. (ASHARE) guidelines, latest edition.

The Contractor should have available at all times equipment as described in the guidelines, as a minimum.

18. **PREFERRED QUALIFICATIONS**

The Contractor should have experience in commercial arena refrigeration systems.

The Contractor should:

- (a) have been in the ammonia refrigeration business for five years;
- (b) have available, a minimum work force of three refrigeration technicians with universal refrigerant handling certification and a preferred experience of five years in ammonia refrigeration;
- (c) the technician's helpers have one year of ammonia refrigeration experience and be certified to perform work requiring certification; and
- (d) have a current Province of British Columbia Refrigeration Contractors license.

All personnel performing system repairs and/or maintenance shall be appropriately certified to work on the particular equipment. **The names of those certified personnel and copies of the certificate(s) should be submitted with your response.** In all cases the personnel that will be assigned to the City of Surrey project described herein should have relevant experience in the preventive maintenance and service sector.

Refrigeration technicians shall maintain a current Province of British Columbia trade qualifications ticket and be experienced in the preventive maintenance and repair services.

Electrical trades' personnel must have completed an approved apprenticeship and hold an electrical trade qualification certificate.

Gas fitting personnel has current Grade 1 gas ticket.

Contractor shall provide documentation of license and ammonia experience for technicians and helpers.

[END OF PAGE]

SCHEDULE A-1 PREFERRED MAINTENANCE REQUIREMENTS

1. **Preventative Maintenance**
 - Must use original equipment manufacturer (OEM) parts for all repairs.
 - All repair work must be done in accordance with manufacturer specifications, BC safety authority codes and regulations.
 - All repair work must be documented and submitted to staff
 - Include additional steps that you may deem necessary
 - Predictive maintenance component - monitor equipment while running to ensure normal operation.

2. **Compressors - Bi-annual**
 - Inspect compressor shaft seal
 - Inspect compressor unloader mechanism
 - Dismantle, clean and inspect and clean suction strainer
 - Check compressor motor voltage and current

3. **Compressors -Annual**
 - Suction and discharge assemblies – dismantle, inspect and replace if required
 - Oil pump – dismantle, inspect and replace if required.
 - Oil regulating valve – dismantle, inspect and clean
 - Take oil sample for analysis, drain and refill compressor, clean and replace internal oil strainer if required.
 - Check pistons and rings
 - Inspect cylinder sleeves

4. **Condensers**
 - Inspect heat transfer section (coil)
 - Inspect spray nozzles
 - Check and adjust fan belt tension (replace belts if required)
 - Check and adjust bleed rate (if required)
 - Check operation of water make up valve
 - Inspect unit during operation for unusual noise or vibration
 - Check fan motor voltage and current
 - Inspect fan motor bearings
 - Check operation of the water pump motor (voltage, current and pump bearings)
 - Check all condenser interlocks and controls.

5. **Pumps**
 - Inspect housing
 - Inspect mechanical seal
 - Lubricate if required
 - Check pump and motor alignment

6. **Electric pump motors**
 - Lubricate as required
 - Check voltage and current

- Check alignment
7. **Receivers**
- Inspect overall condition of unit
 - Check all piping connections and support structures
 - Check operation of all safety devices and valves
8. **Chillers – includes surge drum**
- Inspect overall condition of unit
 - Inspect all piping connections and supporting structures
 - Check operation of all safety devices and valves
 - Inspect insulation
 - Ensure correct ammonia level
9. **Heat Reclaim equipment**
- Check for leaks, damaged insulation
 - Check all valves for correct operation
 - Ensure all aspects are synchronized with set points and functioning properly.
10. **Dehumidifiers**
- (may vary depending on unit)
 - Inspect belts, motors, piping connections, fittings, humidity set points, refrigerant charge, compressor gas fittings, flame adjustment, drum condition and operation.
11. **Controls (mechanical and DDC)**
- All controls and safety controls must be tested and recorded annually or after repairs or changes have been made. This includes low oil pressure, high discharge pressure, high discharge temperature, low suction pressure, high liquid level, high ammonia concentration (ppm) and emergency ventilation fan operation.
12. **Valves**
- Check the operation of all valves related to the refrigeration plant. Repair and replace as needed as per the B-52 regulations.
13. **Safety Valves**
- All safety relief valves must be tested or replaced in accordance with the B52 Regulations.
 - All safety relief valves must be certified for use with ammonia refrigeration systems.
14. **Piping**
- Check all connections, fittings and welds.
 - Repair insulation as required
 - All replacement piping must meet the B-52 code requirements
 - All welding is to be performed by a certified welder
15. **Insulation**
- Check insulation for cracks, missing pieces etc. Repair or replace as required.
16. **Refrigerant**
- Verify the volume of refrigerant in the system.

- Verify the refrigerant meets the environmental regulations.

17. Brine

Maintain correct levels for:

- Conductivity
- PH
- Phosphate
- Calcium chloride
- Chromium

Check for:

- Ammonia
- Specific gravity
- Freezing point
- Iron

18. Motor Control Centre (MCC)

- Inspect annually for damage to any connections, breakers, switches etc.
- Any repairs, addition or replacement of components must be done in compliance with all applicable laws, regulations and codes.
- All wiring to be performed by a certified electrician

19. Plant room ventilation fans

- Check all belts, motors filters and dampers. Replace or repair as needed.
- Verify capacity of air moved complies with all applicable laws, regulations and codes.

[END OF PAGE]

SCHEDULE A-2 CITY OF SURREY ASSET INVENTORY AS OF 2024

Schedule A-2 City of Surrey Asset Inventory as of 2024 may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit "enter".

Enter "surreybid" as the Username, "Welcome" as the password and then click "Login"

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

Login ID: surreybid

Password: Welcome

Folder: 1220-040-2024-051

[END OF PAGE]



SCHEDULE B – QUOTATION

RFQ Title: Arena Refrigeration Equipment Repair and Maintenance

RFQ No: 1220-040-2024-051

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

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 – Draft Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

| Section | Requested Departure(s) |
|----------------|-------------------------------|
| _____ | _____ |
| _____ | _____ |

Please State Reason for the Departure(s):

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____.
 - (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____.
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at 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):

Please State Reason for the Departure(s):

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

Changes and Additions to Specifications:

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

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

Requested Departure(s)

Please State Reason for the Departure(s):

Fees and Payments

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

TABLE A - SCHEDULE OF PRICES

Cost for performance of the required maintenance based on Scope of Services and Equipment Inventory.

| Item No. | BUILDING | BI-ANNUAL COST PER INSPECTION (\$) COMPRESSORS ONLY (A) | ANNUAL COST (\$) PER INSPECTION (B) | PROPOSED ANNUAL COST (A + B) |
|---------------------|---|---|-------------------------------------|------------------------------|
| 1 | CLOVERDALE ARENA | | | |
| 2 | NEWTON ARENA | | | |
| 3 | NORTH SURREY ARENAS (2) | | | |
| 4 | SOUTH SURREY ARENA | | | |
| 5 | SURREY SPORTS & LEISURE COMPLEX ARENAS (3) (SSLC) | | | |
| Subtotal: | | | | \$ |
| GST (5%): | | | | \$ |
| TOTAL PRICE: | | | | \$ |

For greater certainty, labour rates, costs of general management, non-technical supporting services, general overheads, general requirements, truck charges, fuel, fuel surcharges, and profit are deemed to be covered by the above Fees and will not be subject to additional payment by the City.

NOTES:

- Pricing is based on allowing adequate time to perform the required maintenance procedures as listed in Schedule A.
- All required maintenance will be carried out by a certified Journeyman.
- Repairs will not be carried out without the approval of the City.
- Any conditions of concern will be addressed immediately to the City.
- All safety rules and procedures laid out by the City and WorkSafe BC will be strictly adhered to.
- The hourly rate after hours shall be calculated to cover all applicable costs and labour.
- Unscheduled work shall be invoiced at the respective hourly rate and claims shall be made for actual hours worked.

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.

TABLE B: LIST OF SEPARATE PRICES

The following is a list of Separate Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Price and do not include GST. DO NOT state a revised Total Price.

| NOTE: Assessment of existing plant condition and cost of this assessment. Provide a detailed estimate of any additional repairs required or first-time startup costs. | | | |
|--|---|-----------------|--------------------|
| | | \$ (ADD) | \$ (DEDUCT) |
| Cloverdale Arena | Estimated Additional Repairs Cost: | \$ | \$ |
| | Estimated First Time Start-up Costs: | \$ | \$ |
| | Estimated Cost of Basic Annual Compressor overhaul: | \$ | \$ |
| | | | |
| Newton Arena | Estimated Assessment Cost: | \$ | \$ |
| | Estimated Additional Repairs Cost: | \$ | \$ |

| | | | |
|--|--|----|----|
| | Estimated First Time Start-up Costs: | \$ | \$ |
| | Estimated Cost of Basic Annual Compressor overhaul | \$ | \$ |
| | | | |
| North Surrey Arenas (2) | Estimated Assessment Cost: | \$ | \$ |
| | Estimated Additional Repairs Cost: | \$ | \$ |
| | Estimated First Time Start-up Costs: | \$ | \$ |
| | Estimated Cost of Basic Annual Compressor overhaul | \$ | \$ |
| | | | |
| South Surrey Arena | Estimated Assessment Cost: | \$ | \$ |
| | Estimated Additional Repairs Cost: | \$ | \$ |
| | Estimated First Time Start-up Costs: | \$ | \$ |
| | Estimated Cost of Basic Annual Compressor overhaul | \$ | \$ |
| | | | |
| Surrey Sports & Leisure Complex Arenas (3) (SSLC) | Estimated Assessment Cost: | \$ | \$ |
| | Estimated Additional Repairs Cost: | \$ | \$ |
| | Estimated First Time Start-up Costs: | \$ | \$ |
| | Estimated Cost of Basic Annual Compressor overhaul | \$ | \$ |

TABLE C: LABOUR RATES

State Labour rates for the following coverage periods and mark-up for parts and materials.

The following hourly rates and parts pricing are for work not covered in the Preventive Maintenance Work Plans i.e. vandalism.

NOTES:

- Hourly Labour rates are all inclusive, including without limitation, wages, benefits, vehicles, fuel and fuel surcharges, tools, equipment, specialty tools and equipment, mobilization and demobilization, overhead and profit.

- Unscheduled work shall be invoiced at the respective hourly rate and claims shall be made for actual hours worked.
- The following labour rates are firm for a minimum period of thirty-six months.

(a) Regular Working Hours - MONDAY THRU FRIDAY, 7:00 a.m. – 6:00 p.m. (includes emergency service requests)

Refrigeration Mechanic: \$ _____ / hr.
 Apprentice: \$ _____ / hr.
 Labourer: \$ _____ / hr.
(Excludes GST)

(b) After hours, Weekends & Holidays (includes emergency service requests)

Refrigeration Mechanic: ¹\$ _____ / hr.
 Apprentice: ¹\$ _____ / hr.
 Labourer: ¹\$ _____ / hr.
(Excludes GST)

¹All services performed other than Monday through Friday from 7:00 am to 6:00 pm and emergency calls shall be charged at no more than 1 1/2 times the fixed hourly rate for the individual performing the service.

(c) Mark-up rate on parts, materials, rental equipment and sub-contractor's costs:

Contractor's Invoice Plus (Under \$ _____) ² _____ %
 Contractor's Invoice Plus (Over \$ _____) ² _____ %

²Original invoices for all parts shall be made available to the City upon request.

Discount on materials purchased from Contractor: _____ %

(d) Service Call Out Charge including Emergencies: ³\$ _____

TABLE D: HOURLY RATES FOR CALL-OUTS

| Labour: | Hourly rate (excluding GST): | Specify minimum hour charge: |
|--------------------------|------------------------------|------------------------------|
| Sunday - Saturday | \$ _____ / hour | _____ hour(s) |
| Response within 24 hours | | |

Note: Overheads, General Conditions and Profit are to be included in the above amounts.

1) The rates include all labour, supervision, tools, equipment, transportation (including fuel surcharge), permits and licenses, and management to inspect, test, maintain, repair and make alterations.

2) Material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment, hauling of excess and/or scrap material for disposal is not chargeable directly but is overhead and the cost shall be included in the hourly rate.

3) Materials and parts shall not be included in the labour rates above.

³For greater certainty, after hours emergency call out fee shall include all applicable labour rates, general conditions, overhead costs, charge for travel time, charge for vehicle (including mileage), fuel, fuel surcharges and all related costs associated with call outs. all charges listed above are inclusive; the city will not be responsible for charges that are not included on this price sheet.

9. Supplemental Notes:

The selected Contractor will provide the following information as part of their Quotation:

- (a) Approximate cost for each arena for performance of the required maintenance (based on scope of work and equipment inventory)
- (b) List of qualified personnel including mechanic that will be dedicated to this service and back up.
- (c) Response time for weekday daytime hours
- (d) Response time for work outside of weekday daytime hours
- (e) Service report form
- (f) Cost and specifications of basic annual compressor overhaul
- (g) References
- (h) Assessment of existing plant condition required and cost of this assessment. Provide a detailed estimate of any additional repairs required or first time start up costs.
- (i) Detail the work to be done on start up and shut down of each arena. Provide written schedule of maintenance included recommended service hours for major equipment inspections.

Contact Phone Numbers:

Contractors shall provide one or more telephone numbers for contacting a company representative at anytime, regular time, after regular working hours and for emergency repair service.

| | | Name and Phone Number |
|----|--|------------------------------|
| 1. | During Regular Working Hours 7:00 a.m. to 6:00 p.m. Monday through Friday. | |
| 2. | After Regular Working Hours | |
| 3 | Emergency | |

Experience, Reputation and Resources:

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

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

12. 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: _____

Certificate

Attached: Yes No Not Applicable

Refrigeration Certified Technician (minimum workforce of three)

(Preferred 5 years ammonia refrigeration experience)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Certificate

Attached: Yes No

Gas Fitting Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____
 Responsibility: _____
 Certificate
 Attached: Yes No

Electrical Trades Personnel

Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____
 Certificate
 Attached: Yes No

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

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

Technical Criteria:

14. **Health & Safety:** Contractor should provide a description of their health and safety policy, and a written confirmation that all health and safety policies will be followed for the duration of the project (provide a copy, if available).

15. **Quality Assurance:** Contractor should describe the process and frequency of quality control inspections, and how corrective measures will be implemented. Indicate normal timeframes for a quality control process cycle (including copies of types of reports). Include a copy of Contractor’s Quality Assurance Plan, if available.

16. **Implementation Plan:** Provide a sample implementation plan that details the transition and time elements of your proposed Services including the following: Timeline/project

chart showing events, responsibilities and task ownership, description the major steps and success criteria for each.

17. **Preventive Maintenance Plan:** Provide a sample comprehensive Preventive Maintenance Plan for Monthly, Quarterly, Bi-annual and Annual inspections for all refrigeration equipment including associated electrical components to be serviced that outlines scope and frequency of work to be carried out on a recurring basis. (use the spaces provided and/or attach additional pages, if necessary):

The PMP shall provide a description of how the Contractor would organize and perform and accomplish – as a minimum:

- (a) The PMP shall contain a description of how the Contractor would organize and perform the preventive maintenance services. (Refer to Appendix 1-A);
 - (b) Identification of critical or problem areas;
 - (c) Identification of programmed maintenance tasks and their performance intervals;
 - (d) Identification of tasks, if any, which must be accomplished by the City during performance of an agreement or prior to award to perform the work; and
 - (e) Reporting.
-
-

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

19. 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)

SCHEDULE C – 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.: 1220-040-2024-051

Project Title and Site Location: Arena Refrigeration Equipment Repair and Maintenance

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 D – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS

Responsibility of the 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 on 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 employer and contractor's responsibility to ensure that staff and the 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 WorkSafeBC Occupational Health and Safety Regulation and to all 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 and provincial 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 the number of persons invited on the premises to employees only. No family 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. Contractors must identify workplace hazards and implement suitable controls to decrease the risk.
4. Contractors must provide safety training and education to staff and have training records available for review.
5. Contractors must have a health & safety program for its workers and sub-contractors.
6. Contractors will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractors must forward a weekly work task list prior to work commencement to the coordinator.

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 their 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 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 WorkSafeBC regulations
- 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 acts 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.

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. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
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. All materials, tools, products and equipment are to be kept in their designated areas.
 - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - d. 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 understands 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/I-pod Headphones are not allowed to be worn during regular work operations.
 - g. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h. All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i. Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city. BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (ie. AC pipe), Lead (ie. paint) or Silica (ie. concrete) containing products.

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 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: _____