



## **REQUEST FOR QUOTATIONS**

**Title:** Garbage Disposal - City Wide

**Reference No.:** 1220-040-2024-055

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

(General Services)

Issue Date: July 2<sup>nd</sup>, 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 – Agreement – Goods and Services (the “**Quotation**”) for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

### 2. ADDRESS FOR DELIVERY

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

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

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

### 3. DATE

The City would prefer to receive Quotations on or before July 25<sup>th</sup>, 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](mailto:purchasing@surrey.ca)

Reference: 1220-040-2024-055

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

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

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

## **5. ADDENDA**

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

## **6. NO CONTRACT**

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

## **7. ACCEPTANCE**

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

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

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

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

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

## **10. CONFLICT OF INTEREST**

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

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

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

## **12. CONFIDENTIALITY**

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

## **13. SIGNATURE**

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

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

**14. MULTIPLE CONTRACTORS**

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

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

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

Reference Title: Garbage Disposal - City Wide

RFQ No.: 1220-040-2024-055

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada,  
  
(the "City")

**AND:**

\_\_\_\_\_ (*Insert Full Legal Name and Address of Contractor*)  
  
(the "Contractor")

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

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

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31<sup>st</sup>;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Fees" means the price set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "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 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) twelve (12) month renewals. 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 The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

- 6.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.4 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 6.5 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

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

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

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

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

## **8. PERSONNEL AND SUBCONTRACTORS**

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

8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

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

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

10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **11. WARRANTIES**

11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made

known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

## **12. INSURANCE AND DAMAGES**

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

and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

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

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

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

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

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

### **13. CITY RESPONSIBILITIES**

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

- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

#### **14. DEFICIENCIES**

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

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

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
  - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to

the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
  - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
  - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
  - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
  - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **16. CURING DEFAULTS**

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

## **17. DISPUTE RESOLUTION**

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this Section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator.

The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

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

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in



injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

- 18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

## **19. BUSINESS LICENSE**

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

## **23. WAIVER**

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

## **24. APPLICABLE LAW AND CITY POLICIES**

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

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

## **25. NOTICES**

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

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

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

## **26. MERGER AND SURVIVAL**

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

## **27. ENTIRE AGREEMENT**

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

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

## **28. SIGNATURE**

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

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

## **29. FUEL EMISSIONS DATA**

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

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

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

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

30.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your

business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

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

30.2 Other important information:

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

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

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

### 31. ENUREMENT

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

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

#### CITY OF SURREY

by its authorized signatory:

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<<NAME>>

<<Job Title>>

<<NAME OF CONTRACTOR>>

by its authorized signatory:

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<<NAME>>

<<Job Title>>

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

### **1. PURPOSE**

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

The City is seeking the services of an experienced and qualified Contractor to supply and maintain commercial dumpster services to include but not limited to, management, supervision, labour, transportation, and equipment necessary to provide various size of containers and empty the garbage/trash from the dumpsters at the various civic sites as set out in Schedule A1 – Service Locations, Container Requirements and Service Frequency.

All Services provided to the City must be of the highest quality and consistent with standard commercial practices. All Services shall be completed on a scheduled basis. All schedules must be developed in coordination with the City's Department Representative, or designate.

### **2. SCOPE OF SERVICES**

The Contractor will pick-up and empty the waste containers in accordance with the frequency schedule as set out in Schedule A1 - Service Locations, Container Requirements and Service Frequency including transport of said collected commercial dumpster waste.

Any increase or decrease in the number of or size of dumpsters required will be adjusted in the monthly payment in accordance with the attached Schedule B. Any reduction in the size, frequency of pick up or number of locations requested by the City shall be adjusted without any additional cost or penalty to the City.

The Contractor must maintain commercial dumpster containers at the highest standard and ensure that any graffiti are addressed within 24 hours if vulgar and 48 hours otherwise.

Dumpster Service requirements include, but are not limited to the following:

- a) Supply all front load containers in the size and quantity as set out in Schedule A-1 at the commencement of and for the duration of the Term;
- b) Provision of waste collection/storage containers in satisfactory condition and the regular servicing and maintenance of said containers on an agreed upon schedule;
- c) All containers with the exception of roll offs must be supplied with locking device in order to prevent unauthorized use of dumpsters;
- d) Contractor must be able to increase or decrease service intervals per request, according to the prices proposed;
- e) Transportation and disposal of collected waste through the use of a permitted waste transport or disposal facility. The Contractor will be responsible, where necessary, for the removal of containers from underground and/or garbage/waste room locations to designated lift area. Containers are to be returned to their original location after emptying;

- f) Pickup locations are listed in Schedule A-1 but additional pickups may be required after special events, or due to excessive garbage/trash prior to next pickup, additional pickups must occur with 24-hr written after notification;
- g) Contractor will be responsible for maintaining, deodorizing, disinfecting and/or replacing containers;
- h) Upon the request of the City, all containers must be thoroughly cleaned and disinfected to prevent possible disease and odors;
- i) All containers should be treated with insecticide, pesticide or whatever is needed to control flies or rodents;
- j) Cleaning of leaks or spills resulting from leaking or broken containers shall be the responsibility of the Contractor;
- k) The Contractor must pick up all garbage in an appropriate garbage truck suitable to the type of container used. A "suitable garbage truck" means that the truck must be constructed specifically and solely for the purpose of picking up garbage;
- l) The City will be responsible for providing access to containers, however the Contractor will be responsible for damage, such as broken curbs, etc. if endured by the Contractors vehicles;
- m) Prompt notification to the City in the event of failure or inability to provide waste collection service or the observation of damaged, inoperative or vandalized waste management equipment;
- n) Provision of waste collection routes on the schedule agreed upon;
- o) Maintain collected waste data by type of collection service for each day and location serviced;
- p) Respond promptly (i.e. within 24 hours) to additional waste collection service requests from the City;
- q) The Contractor is to supply any additional standard and temporary waste containers within 48 hours' notice for the duration and time as specified by the City; and
- r) Collection service for any roll-off waste containers will be performed on an "on-call" basis.

On occasions, private or City vehicles may prevent access to containers. When this occurs, the Contractor is to promptly notify the Department Representative or designate. The Contractor will be notified if the vehicle is removed and the pickup is to be executed as promptly as possible.

### **3. WASTE COLLECTION SERVICE SCHEDULE**

- 3.1 This regular scheduled collection is comprised of front-loading containers that will require regular ongoing scheduled servicing of various frequencies throughout the service week.
- 3.2 The Contractor is to set-up a service schedule for waste collections. The Contractor is to

coordinate this service schedule with the Department Representative or designate in order to minimize disruption of normal facility operations.

- 3.3 All regularly scheduled collections must be completed on the scheduled day, unless agreed to by the City. All on-call collections must be completed within 24 hours (or 48 hours if Sunday is included) of the request, unless agreed to in advance by the City.
- 3.4 Where the regular collection day falls on a statutory holiday, the waste container is to be emptied either on the day immediately preceding or following the regular scheduled collection day.
- 3.5 Contractor is to, within twenty-four (24) hours, after request, collect and remove any and all missed pickups, which Contractor failed to collect and remove as required at the regularly scheduled time.
- 3.6 The number of pickups required for each location are based on historical information. Actual number of pick-ups may be adjusted over the life of the award if needs of the City change.

#### **4. CLEANING UP**

The Contractor is to collect all garbage/waste materials which is spilled, scattered or that which has overflowed from the container. The Contractor is to collect all garbage/waste, which is spilled during the tipping process or from the collection vehicles. The dumpster areas are defined as those areas within any enclosure, room or minimum of five (5) feet perimeter around the dumpsters.

The Contractor is to clean all containers on a quarterly basis at no cost to the City.

The City may from time to time, by written notice to the Contractor, cancel service for containers. No penalty will be applied to the City.

#### **5. CONTRACTOR'S VEHICLES**

- 5.1 The Contractor's vehicles and equipment used in the performance of the Services should be properly equipped to deliver the Services. All vehicles and equipment should be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information.
- 5.2 All of the Contractor's vehicles and equipment used in the performance of the Services should be identified on both sides with the full company name, telephone number and ID/unit number. This must be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a City Contractor. This should not replace the company identification on the sides of vehicles and equipment.
- 5.3 All of the Contractor's vehicles and equipment should be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a

breakdown, the Contractor should arrange for reserve equipment, with always the intent to maintain the schedule frequency.

- 5.4 A list of vehicles used for all Services must be submitted to the City, providing the make, model, colour, unit number and license plate number. As additional vehicles are added for any Services, the City must be provided with the updated information.

## **6. WASTE DISPOSAL**

With respect to garbage, waste and waste-water:

- 6.1 The Contractor shall, in accordance with applicable laws and regulations, provide for disposal of all wastes collected under this RFQ. All service rates proposed shall include cost of disposal of all garbage and residue from recyclables and compostable processing.
- 6.2 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm, or adversely affect anyone coming into contact with them and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur; and,
- 6.3 The Contractor shall be responsible to take all necessary measures to comply with requirements of Federal and Provincial environmental regulatory agencies, City by-laws, the *Environmental Management Act* and any other applicable acts and regulations.

## **7. COMMUNICATION**

- 7.1 The Contractor should be available at all reasonable times to report and confer with City staff with respect to the Services. Communication should be available via email and telephone. Phone conversations should be followed up with written communication. Minimally, the Contractor should provide a contact number and answering service available 24 hours a day, 7 days a week in order to receive service requests from City staff.
- 7.2 The Contractor will designate an individual to serve as the primary point of contact for the Agreement. The Contractor should not change the primary point of contact without written authorization from the City. Contractor will also designate a backup point of contact in the event the primary is not available.
- 7.3 The Contractor or designate should respond to City requests for time-sensitive and emergency services within two (2) hours, and general inquiries within twenty-four (24) hours unless otherwise stipulated in the agreement.
- 7.4 In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under a Contract, the Contractor should notify the City **immediately** in writing and by telephone.



## **8. REPORTING**

The Contractor is to execute these requirements for customer notification, reporting of statistics, and resolution of complaints.

Time is of the essence in the removal of refuse since failure to do so could constitute a health and safety hazard and violation of health and safety regulations. The Contractor is to maintain a log indicating missed pick-ups and other problems. This log is to be communicated daily to the City. The Contractor is to arrange prompt correction of all problems reported.

### **8.1 Monthly Reports**

The Contractor will provide to the City a monthly report following the collection commencement date in a form satisfactory to the City which include:

- a. monthly electronic flat file of all the previous month's weight receipts;
- b. the daily tonnage of Garbage collected.

Contractor shall compile and submit to City with each monthly invoice for services provided, a report containing the following information:

- a. the actual Services provided by service location;
- b. a list of scheduled services that were not provided and the reason for each occurrence;
- c. any changes that were made in services from the prior reporting period; and,
- d. other related information upon request by the City.

## **9. HEALTH, SAFETY AND PROTECTION**

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

9.2 Accident Reports: The Contractor should comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor should provide a verbal report to the Department Representative or designate within one hour of occurrence and a written follow-up report to the Department Representative or designate within 24 hours of the occurrence.

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

- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Contractor's personnel performing or in any way coming into contact with the performance of this Agreement;
- (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;

- (c) Take such additional precautions as the Department Representative, or designate may reasonable require for health, safety and environmental protection; and,
- (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate should be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

## **10. PHASE IN AND PHASE OUT**

The Contractor shall be given up to a thirty (30) day phase-in period to accomplish a smooth and successful implementation of Services. The Contractor's phase-in period begins upon receipt of a start phase-in notice from the City.

During the phase-in period, the Contractor must arrange for establishing management procedures, set up records, and ensure all commercial dumpsters to be delivered in accordance with the terms of this Contract. During the phase-in period, the Contractor shall designate a project manager, put together a full delivery schedule detailing times and dates of initial dumpster delivery and a full schedule of pickups on a regular basis, establish a key control plan, prepare a contingency plan for emergencies, create a quality control plan, and develop an inspection checklist. The Contractor shall submit these to the Department Representative or designate for approval. If requested, the Department Representative, or designate may ask for parts of these requirements after the award of the Contract, but prior to the initiation of the phase-in period.

The Contractor recognizes that the Services are vital to the City's overall efforts to provide efficient commercial dumpster service to our civic sites, that continuity thereof must be maintained at a consistently high level without interruption, that upon expiration of this Contract a successor may continue these Services, that its successor contractor will need phase-in training and that the Contractor must cooperate in order to effect an orderly and efficient transition. Accordingly, the Contractor agrees to provide phase-out Services. Phase-out orientation may include work procedures, record keeping and reports. The Contractor agrees to fully cooperate with its successor contractor in allowing commercial dumpster container service to continue until such time the Contractor has services fully functional in a timely manner.

**- END OF PAGE -**

## SCHEDULE A – 1

### SERVICE LOCATIONS, CONTAINER REQUIREMENTS AND SERVICE FREQUENCY

CITY OF SURREY - CIVIC FACILITIES						
Loc#	Location	Address2	Type	Bin Size	Pickup Days	Price Code
1	BRIDGEVIEW COMMUNITY HALL	11475 – 126A STREET	FE	4yd	Thu	Weekly
2	CHUCK BAILEY RECREATION CENTRE	13458 – 107A AVENUE	FE	4yd	Mon	Weekly
3	CITY CENTRE RCMP	10720 KING GEORGE HWY	FE	2yd	Mon & Fri	Twice a week
4	CITY RENTAL UNITS	10277 135 STREET	FE	4yd	Mon Wed Fri	4X a week
5	CLAYTON COMMUNITY HALL	18513 – 70 AVENUE	FE	3yd	Wed	weekly
6	CLOVERDALE ARENA	6090 176 <sup>TH</sup> STREET	FE	6yd	Fri	Once a week
7	CLOVERDALE LIBRARY	5642 – 176 <sup>TH</sup> STREET	FE	2 yd	Tues	Weekly
8	CLOVERDALE RECREATION CENTRE	6188 – 176 <sup>TH</sup> STREET	FE	3yd	Tue Fri	2x a week
9	DON CHRISTIAN RECREATION CENTRE	6220 184TH STREET	FE	4yd	Tue	Once a week
10	ELGIN CENTRE	3530 144TH STREET	FE	3yd	Thu	Once a week
11	ELGIN HALL	14250 CRESCENT ROAD	FE	4yd	Thu	Once a week
12	FIRE HALL #8	17572 57TH AVENUE	FE	3yd	Wed	Once a week
13	FIRE HALL #1	8767 132ND STREET	FE	6yd	Mon	Once a week
14	FIRE HALL #10	7278 – 132 STREET	FE	4yd	Mon	Weekly
15	FIRE HALL #11	12863 60TH AVENUE	FE	3yd	Thu	Once a week
16	FIRE HALL #12	2610 128TH STREET	FE	3yd	Tue	Once a week
17	FIRE HALL#13 / SEMIAHMOO LIBRARY	15155 18th AVE	FE	6yd	Fri	Once a week
18	FIRE HALL #14	2016 – 176 STREET	FE	3ys	Tue Fri	2 x week
19	FIREHALL #15	18915 64th AVENUE	FE	3yd	Mon Wed	Twice a week
20	FIRE HALL #17	15329 32ND AVENUE	FE	4yd	Fri	Once a week
21	FIRE HALL #18	8091 164TH STREET	FE	4yd	Wed	Once a week
22	FIRE HALL # 2	13079 104TH AVENUE	FE	3yd	Mon	Once a week
23	FIRE HALL #4	14586 108TH AVE	FE	3yd	Mon	Once a week
24	FIRE HALL #6	9049 152ND STREET	FE	3yd	Mon	Once a week
25	FIRE HALL #9	14901 64TH AVENUE	FE	3yd	Wed	Once a week
26	FLEETWOOD LIBRARY & RECREATION	15996 84TH AVENUE	FE	6yd	Mon Thu	Twice a week
27	FRASER HEIGHTS RECREATION CENTRE	10588 160TH STREET	FE	4yd	Mon Thur	Twice a week
28	GRANDVIEW AQUATIC CENTRE	16855 – 24 <sup>TH</sup> AVENUE	FE	4 yd	Mon, Thur	Twice a week
29	GUILDFORD PUBLIC LIBRARY / RECREATION CE	15105 105TH AVENUE	FE	6yd	Mon Wed Sat	3 x a week
30	NEWTON RCMP	7235 137TH ST	FE	3yd	Fri	Once a week
31	NEWTON LIBRARY	13795 70TH AVENUE	FE	3yd	Mon & Fri	2 x a week
32	NEWTON SENIORS	13775 70TH AVENUE	FE	3yd	Mon Thu	Twice a week
33	NEWTON WAVE POOL & ARENA	13730 72ND AVENUE	FE	6yd	Mon Thurs	2 x a week
34	NORTH SURREY SPORTS AND ICE COMPLEX	10950 – 126A STREET	FE	6yd	Mon, Wed Sat	3 x a week
35	OCEAN PARK LIBRARY	12854 17TH AVENUE	FE	3yd	Tue	Once a week
36	PORT KELLS LIBRARY	18885 88TH AVENUE	FE	3yd	Wed	Bi-Weekly
37	SOUTH SURREY ARENA	2199 148TH STREET	FE	4yd	Fri	One a week
38	SOUTH SURREY POOL	14655 17TH AVENUE	FE	4yd	Mon Thu	Twice a week
39	SOUTH SURREY RECREATION CENTRE	14601 20TH AVENUE	FE	6yd	Tues Fri	Twice a week
40	STRAWBERRY HILL LIBRARY	7399 122ND STREET	FE	3yd	Thur	Once a week
41	SURREY ARTS CENTRE	13750 88TH AVENUE	FE	3yd	Mon Thurs	Three times a week
42	SURREY CIVIC RESTAURANT	14327 56TH AVENUE	FE	6yd	Mon Thur Sat	Three times a week
43	MUSEUM OF SURREY	17710 56A AVENUE	FE	4yd	Tue Fri	Twice a week
44	SURREY CITY HALL	14245 56TH AVENUE	FE	6yd	Fri	Bi-Weekly
45	SURREY RCMP	14355 57TH AVENUE	FE	8yd	Mon Wed thur	4 times a week
46	FIRE HALL #10	7278 132ND STREET	FE	4yd	Tue	Once a week
47	SUNNYSIDE HALL	1845 154 STREET	FE	3	Tues	Every other week
48	SSLC LEISURE AQUATICS & ARENA	16555 FRASER HWY	FE	6yd	Mon Wed	5 x a week
49	LEISURE AQUATICS *CDBD*	16555 FRASER HWY	-CB-	4yd	Sun	Bi-Weekly
50	GUILDFORD RCMP	10395 148TH STREET	FE	4yd	Mon	Once a week
51	KWOMAIS LODGE/SANDFORD HALL	1367 128TH STREET	FE	3yd	Tue	Once a week
52	KENSINGTON PRAIRIE REC CENTER	16824 32ND AVE	FE	4yd	Fri	Once a week
53	CLOVERDALE REC CENTER	6188 176TH STREET	FE	3yd	Mon Fri	Twice a week
54	FIRE HALL #5	10042 176TH STREET	FE	4yd	Mon	Once a week
55	SURREY NATURE CENTRE	14255 96TH AVENUE	FE	3yd	Thur	Bi-Weekly
56	SURREY ANIMAL CENTRE	17944 COLEBROOK ROAD	FE	3yd	Mon Wed	Twice a week
57	CITY OF SURREY - CORPORATE FACILITIES	14245 56TH AVENUE	-FE-	4yd	Tue Fri	2 x a week
58	SURREY CITY HALL (NEW)/ CITY CENTRE	13450 – 104TH Ave		Compactor		on Demand

**Note:**

- a. The number of pickups required for each location are based on historical information. Actual number of pick-ups may be adjusted over the term of the contract at the sole discretion of the City.
- b. Number of sites, bin size, frequency and pick up schedules above may increase or decrease based on the City's requirements.



**SCHEDULE B – QUOTATION**

RFQ Title: Garbage Disposal - City Wide

RFQ No: 1220-040-2024-055

**CONTRACTOR**

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

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

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

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

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

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

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

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

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

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

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

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

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

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

**Requested Departure(s):**

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

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

**Changes and Additions to Specifications:**

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

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

**Requested Departure(s)**

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

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**Fees and Payments**

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

<b>Loc#</b>	<b>Location</b>	<b>Address</b>	<b>Type</b>	<b>Bin Size</b>	<b>Pickup Days</b>	<b>Monthly Price</b>	<b>Extra Price</b>
1	BRIDGEVIEW COMMUNITY HALL	11475 – 126A STREET	FE	4yd	Every other week (Tues)		
2	CHUCK BAILEY RECREATION CENTRE	13458 – 107A AVENUE	FE	4yd	Every other week (Tues)		
3	CITY CENTRE RCMP	10720 KING GEORGE HWY	FE	2yd	Mon & Thurs		
4	CITY RENTAL UNITS	10277 135 STREET	FE	4yd / 6yd	Mon Wed Thurs Fri Sat		
5	CLAYTON COMMUNITY HALL	18513 – 70 AVENUE	FE	3yd	Every other week (Tues)		
6	CLOVERDALE ARENA	6090 176TH STREET	FE	6yd	Every other week (Wed)		
7	CLOVERDALE LIBRARY	5642 – 176 <sup>TH</sup> STREET	FE	2yd	Tues		
8	CLOVERDALE RECREATION CENTRE	6188 – 176 <sup>TH</sup> STREET	FE	3yd	Mon & Thurs		
9	DON CHRISTIAN RECREATION CENTRE	6220 184TH STREET	FE	4yd	Every other week (Wed)		
10	ELGIN CENTRE	3530 144TH STREET	FE	3yd	Every other week (Wed)		
11	ELGIN HALL	14250 CRESCENT ROAD	FE	4yd	Every other week (Wed)		
12	FIRE HALL #8	17572 57TH AVENUE	FE	3yd	Wed		
13	FIRE HALL #1	8767 132ND STREET	FE	6yd	Thurs		
14	FIRE HALL #10	7278 – 132 STREET	FE	4yd	Sat		
15	FIRE HALL #11	12863 60TH AVENUE	FE	3yd	Sat		

<b>Loc#</b>	<b>Location</b>	<b><u>Address</u></b>	<b><u>Type</u></b>	<b><u>Bin Size</u></b>	<b><u>Pickup Days</u></b>	<b><u>Monthly Price</u></b>	<b><u>Extra Price</u></b>
16	FIRE HALL #12	2610 128 <sup>TH</sup> STREET	FE	3yd	Tues		
17	FIRE HALL#13 / SEMIAHMOO LIBRARY	15155 18th AVE	FE	6yd	Wed		
18	FIRE HALL #14	2016 – 176 <sup>TH</sup> STREET	FE	3ys	Tues Fri		
19	FIREHALL #15	18915 64 <sup>TH</sup> AVENUE	FE	3yd	Mon Wed		
20	FIRE HALL #17	15329 32 <sup>ND</sup> AVENUE	FE	4yd	Wed		
21	FIRE HALL #18	8091 164 <sup>TH</sup> STREET	FE	4yd	Wed		
22	FIRE HALL # 2	13079 104 <sup>TH</sup> AVENUE	FE	3yd	Tues		
23	FIRE HALL #4	14586 108 <sup>TH</sup> AVE	FE	3yd	Mon		
24	FIRE HALL #6	9049 152 <sup>ND</sup> STREET	FE	3yd	Mon		
25	FIRE HALL #9	14901 64 <sup>TH</sup> AVENUE	FE	3yd	Wed		
26	FLEETWOOD LIBRARY & RECREATION	15996 84 <sup>TH</sup> AVENUE	FE	6yd	Thurs		
27	FRASER HEIGHTS RECREATION CENTRE	10588 160 <sup>TH</sup> STREET	FE	4yd	Tues		
28	GRANDVIEW AQUATIC CENTRE	16855 – 24 <sup>TH</sup> AVENUE	FE	4yd	Tues Fri		
29	GUILDFORD PUBLIC LIBRARY / RECREATION CENTRE	15105 105 <sup>TH</sup> AVENUE	FE	6yd	Tues Fri		
30	NEWTON CULTURAL CENTRE	13530 72 <sup>ND</sup> AVENUE	FE	96 g tote	Fri		
31	NEWTON RCMP	7235 137 <sup>TH</sup> ST	FE	3yd	Thurs		
32	NEWTON LIBRARY – INACTIVE	13795 70 <sup>TH</sup> AVENUE	FE	3yd	Mon Fri		



33	NEWTON SENIORS	13775 70TH AVENUE	FE	4yd	Thurs		
34	NEWTON WAVE POOL & ARENA – INACTIVE	13730 72ND AVENUE	FE	6yd	Mon Thurs		
<b>Loc#</b>	<b>Location</b>	<b><u>Address</u></b>	<b><u>Type</u></b>	<b><u>Bin Size</u></b>	<b><u>Pickup Days</u></b>	<b><u>Monthly Price</u></b>	<b><u>Extra Price</u></b>
35	NORTH SURREY SPORTS AND ICE COMPLEX	10950 – 126A STREET	FE	6yd	Tues Thurs Sat		
36	OCEAN PARK LIBRARY	12854 17TH AVENUE	FE	3yd	Tues		
37	PORT KELLS LIBRARY	18885 88TH AVENUE	FE	3yd	Wed		
38	SOUTH SURREY ARENA	2199 148TH STREET	FE	3yd	Fri		
39	SOUTH SURREY POOL	14655 17TH AVENUE	FE	4yd	Wed		
40	SOUTH SURREY RECREATION CENTRE	14601 20TH AVENUE	FE	6yd	Every other week (Tues)		
41	STRAWBERRY HILL LIBRARY	7399 122ND STREET	FE	3yd	Thurs		
42	SURREY ARTS CENTRE	13750 88TH AVENUE	FE	3yd	Mon Thurs		
43	SURREY CIVIC RESTAURANT	14327 56TH AVENUE	FE	6yd	Mon Thurs Sat		
44	MUSEUM OF SURREY	17710 56A AVENUE	FE	4yd	Tues		
45	SURREY CITY HALL – INACTIVE	14245 56TH AVENUE	FE	6yd	Fri		
46	SURREY RCMP	14355 57TH AVENUE	FE	8yd	Mon Wed Thurs Sat		
47	FIRE HALL #10	7278 132ND STREET	FE	4yd	Sat		
48	SUNNYSIDE HALL	1845 154 STREET	FE	3yd	Tues		
49	SSLC LEISURE AQUATICS & ARENA	16555 FRASER HWY	FE	6yd	Mon Thurs		

50	LEISURE AQUATICS *CDBD*	16555 FRASER HWY	-CB-	6yd	Fri		
51	GUILDFORD RCMP	10395 148TH STREET	FE	4yd	Tues		
52	KWOMAIS LODGE/SANDFORD HALL	1367 128TH STREET	FE	3yd	Every other week (Tues)		
53	KENSINGTON PRAIRIE REC CENTER	16824 32ND AVE	FE	4yd	Every other week (Tues)		
54	CLOVERDALE REC CENTER	6188 176TH STREET	FE	3yd	Mon Thurs		
55	FIRE HALL #5	10042 176TH STREET	FE	4yd	Sat		
56	SURREY NATURE CENTRE	14255 96TH AVENUE	FE	3yd	Every other week (Thurs)		
57	SURREY ANIMAL CENTRE	17944 COLEBROOK ROAD	FE	4yd	Wed Sat		
58	CITY OF SURREY - CORPORATE FACILITIES	14245 56TH AVENUE	-FE-	4yd	Mon Thurs		
59	SURREY CITY HALL (NEW)/ CITY CENTRE LIBRARY	13450 - 104TH Ave	Garbage	Compactor	Haul Rate		
60	SURREY CITY HALL (NEW)/ CITY CENTRE LIBRARY	13450 - 104TH Ave	Garbage	Compactor	Disposal Rate (per ton)		
61	CLAYTON COMMUNITY CENTRE	7155 – 187A Street	Garbage	6yd	Every other week (Wed)		
62	CLAYTON COMMUNITY CENTRE	7155 – 187A Street	Cardboard	6yd	Every 4 weeks (Fri)		
63	NORTH ANNEX	14265 – 57 Avenue	Garbage	6yd	Thurs		
64	NORTH ANNEX	14265 – 57 Avenue	Carboard	6yd	Tues		

NOTE: Number of sites, bin size, frequency and pick up schedules above may increase or decrease based on the City's requirements.

**Payment Terms:**

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

**Additional Services:**

9. Cost for extra containers and pick-ups as needed (Special events/short term containers):

	Dumpster Size (Cubic Yard)	# of containers	Price per pickup
The price includes all labour, material, equipment delivery and removal & <u>disposal fees.</u>	2	1	\$
	3	1	\$
	4	1	\$
	6	1	\$

**ROLL-OFF CONTAINER SERVICES [EMPTIED UPON REQUEST]**

	Cost Per Day	Cost Per Week	Cost Per Month	Additional Charges
Flat Fee for 40 cu. yard roll-off container:	\$	\$	\$	Delivery: \$
				Removal: \$
Flat Fee for 30 cu. yard roll-off container:	\$	\$	\$	Delivery: \$
				Removal: \$
Flat Fee for 20 cu yard roll-off container:	\$	\$	\$	Delivery: \$
				Removal: \$

**Time Schedule:**

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

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

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

**Experience, Reputation and Resources:**

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

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

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

**Key Personnel**

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

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

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

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

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

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

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

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

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

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

Applicable as follows     Not applicable to this project

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

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

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**CONTRACTOR**

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

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

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

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

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

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

## 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.: 1220-040-2024-055

Project Title and Site Location: Garbage Disposal - City Wide

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 in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employer and contractor's responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the 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 persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

### **SAFETY MANAGEMENT SYSTEM**

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

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

### **SAFETY ATTITUDE**

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey. You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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

### **All Employees & Contractors:**

It is everyone responsibility to:

- know and comply with 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 understand the safe operating procedures.
  - b. Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
  - c. Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
  - d. The Operator must check all safety devices on equipment before operation.
  - e. All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
  - f. Radio/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: \_\_\_\_\_