



REQUEST FOR QUOTATIONS

Title: Supply and Delivery of One Dual Fuel Cab & Chassis One-Ton Truck

Reference No.: 1220-040-2024-061

FOR THE SUPPLY OF GOODS AND SERVICES - VEHICLES

(General Services)

Issue Date: August 1, 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

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

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

3. DATE

The City would prefer to receive Quotations on or before **August 22nd, 2024** (the “**Date**”).

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2024-061

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

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

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

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

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

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A - Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A - Specification of Goods and Scope of Services and to Attachment 1 – Agreement Goods and Services, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods and Services.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A - Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services.

15. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- (a) The City need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the City considers to be in any way advantageous to it.
- (b) The City’s acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods.

- (c) Each Contractor, by submitting a Quotation, irrevocably:
- (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
 - (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contractor and the City is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.
- (d) If the City considers that all Quotations are priced too high, it may reject them all.

[END OF PAGE]

ATTACHMENT NO. 1 – DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: Supply and Delivery of One Dual Fuel Cab & Chassis One-Ton Truck

RFQ No.: 1220-040-2024-061

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) "**Change Order**" has the meaning as set out in Section 12;
- (c) "**City**" means the City of Surrey;
- (d) "**Completion Date**" means the applicable date as set out in Section 2.2;
- (e) "**Contractor**" means a contractor whose Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
- (f) "**Delivery Date**" means the delivery date(s) for the applicable Goods, as set out in Section 2.2;
- (g) "**Delivery Point**" has the meaning as set out in Section 3;
- (h) "**Goods**" means the goods, materials, equipment, supplies, parts, accessories and other items to be supplied by the Contractor pursuant to this Agreement as more particularly described in Schedule A and Schedule A-1 to this Agreement;
- (i) "**Optional Work**" has the meaning as set described in Section 8; and

(j) **“Purchase Price”** has the meaning as set out in Section 6.

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
- (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods and Scope of Services;
Schedule A-1 – Preferred Technical Specifications;
Schedule B – Quotation Extracts;
Schedule B-1 – Preferred Technical Specifications Response Form;
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, Schedule A1-Preferred Specifications of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.

2.2 The Contractor will complete and deliver to the Delivery Point of Good in accordance with the following schedule, unless this Agreement has been terminated sooner in accordance with its provisions.

	Completion Date	Delivery Date
Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168” WB, 11,300lb GVW	_____	_____

2.3 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.

2.4 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.

- 2.5 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. DELIVERY POINT

- 3.1 The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be driven to Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th Street, Surrey, B.C., Canada, V3S 3C7, Attention: Fleet & Garage Manager between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays unless other arrangements have been agreed to in writing from the City (the “**Delivery Point**”) under their own power to ensure proper break-in of all components. The City will not assume any liability for Goods or equipment delivered to an unauthorized location. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage or repair cost resulting from delivery to the Delivery Point will be the Contractor's sole responsibility.
- 3.2 The Contractor should notify the Fleet & Garage Manager not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for Good delivered to an unauthorized location.
- 3.3 The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.

4. TERM

- 4.1 The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the “**Term**”).
- 4.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

5. TIME

- 5.1 Time is of the essence.


6. PURCHASE PRICE

- 6.1 As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the sum of the prices set out in Schedule B – Purchase Price

applicable to the Goods less any Contractor or third party discounts (the "Purchase Price"), plus applicable GST and PST thereon.

- 6.2 Despite any price set out in Schedule B – Purchase Price, the Contractor will extend to the City all manufacturers price concessions, discounts, rebates, and factory incentive pricing whenever available to ensure that the City is provided the best price available.
- 6.3 The Purchase Price will be the entire compensation owing to the Contractor for the performance of the Contractor's obligations under this Agreement. The Purchase Price is all inclusive and includes, without limitation, all profit and all costs of general management, supervision, support services, insurance, labour, material, equipment, transportation and delivery, import duties and taxes, brokerage, royalties, handling, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor for the supply and delivery of the Goods and performance of the services.

7. PAYMENT

- 7.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit a invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. 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 Goods delivered, taxes (if any); and grand total of the invoice.
- 7.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 7.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 7.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- 7.5 Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca
- 7.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 7.7 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:
 - 7.8 15% of each payment due to the Contractor; or
 - 7.9 the amount required under applicable tax legislation.

8. OPTIONAL WORK

- 8.1 Optional Work may be included in the supply and delivery of the Goods at the sole election of the City. Such Optional Work will only be included in the supply and delivery of the Goods if the Department Representative so directs in writing delivered to the Contractor, and in such event:
- (a) the Department Representative will issue a change order for the Optional Work; and
 - (b) the Contractor will perform the Optional Work as part of the supply and delivery of the Goods.

9. TRANSFER OF TITLE

- 9.1 Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Point by or on behalf of the Contractor under this Agreement, including all consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Contractor until such time as specified in Section 2.2 will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Point.

10. RISK OF LOSS

- 10.1 Risk of loss with respect to the Goods will remain with the Contractor and will not transfer to the City unless and until the City accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods and materials shall release Contractor from any obligations under this Agreement.

11. MARKETABLE TITLE

- 11.1 The Contractor warrants that it has or will at the time of the transfer of title as described in Section 9 have good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind and that it will defend the City's title to the Goods. 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.

12. CHANGE ORDERS

- 12.1 The City may at any time propose changes to the Contractor's scope by altering, adding to, or deducting from the Goods, and any other changes, that the City in its sole discretion considers necessary to accomplish the general purposes of this Agreement, by issuing written notice to the Contractor of the proposed change. The Contractor may request changes to the Goods by submitting to the City a detailed written notice of the requested

change, and supporting documentation acceptable to the City with respect to the requested change.

- 12.2 The Contractor shall, within a reasonable time of receiving notice of a proposed change or at the time that it requests a change, present in a form acceptable to the City, a method of adjustment or an amount of adjustment for the Purchase Price (whether a net increase, or net decrease), if any, and the adjustment in the then current delivery timeframe, if any, for the proposed change.
- 12.3 If the City and the Contractor agree to the adjustments, if any, in the Purchase Price and the then current Production Schedule, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("Change Order"), signed by the City and the Contractor.
- 12.4 The Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.
- 12.5 The Contractor shall not make any changes to the specifications without a Change Order. City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

13. USE OF WORK PRODUCT

- 13.1 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.

14. PERSONNEL AND SUBCONTRACTORS

- 14.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 14.2 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.
- 14.3 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.
- 14.4 Except as provided for in Section 14.2, 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.

14.5 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.

15. LIMITED AUTHORITY

15.1 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.

15.2 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 14.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

16. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

16.1 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.

16.2 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.

16.3 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.

17. WARRANTIES

17.1 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.

- 17.2 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.

18. ASSIGNMENT OF WARRANTIES

- 18.1 Without limiting the generality of Sections 17, the Contractor shall assign to the City as applicable, any warranty or service guarantee offered by a third-party manufacturer, distributor, installer, or supplier of the Goods. Nothing in this Section relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

19. INSURANCE AND DAMAGES

- 19.1 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.
- 19.2 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.

- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

20. CITY RESPONSIBILITIES

- 20.1 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.
- 20.2 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.
- 20.3 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.

21. DEFICIENCIES

- 21.1 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.
- 21.2 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.

22. INSPECTIONS

- 22.1 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.

23. DEFAULT AND TERMINATION

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 If the City terminates this Agreement as provided by Section 23.4 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.

24. CURING DEFAULTS

- 24.1 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.

25. DISPUTE RESOLUTION

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.

26. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 26.1 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.
- 26.2 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.

- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 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.

27. BUSINESS LICENSE

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

28. GENERAL PROVISIONS FOR GOODS

- 28.1 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

- 28.2 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.
- 28.3 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.

29. COMPLIANCE

- 29.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.
- 29.2 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.
- 29.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

30. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 30.1 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.
- 30.2 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.

31. WAIVER

- 31.1 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.

32. APPLICABLE LAW AND CITY POLICIES

32.1 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.

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

33. NOTICES

33.1 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 provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey, Surrey City Hall
 insert department/division/section name
13450 – 104th Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: **insert contact name**
 insert title

Business Fax No.: **insert**
Business Email: **insert**

(b) The Consultant:

 insert name and address

Attention: **insert contact name**
 insert title

Business Fax No.: **insert**
Business Email: **insert**

33.2 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.

34. MERGER AND SURVIVAL

34.1 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.

35. ENTIRE AGREEMENT

35.1 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.

35.2 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.

36. SIGNATURE

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

36.2 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.

37. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory:

<<NAME>>

<<Job Title>>

<<NAME OF CONTRACTOR>>

by its authorized signatory:

<<NAME>>

<<Job Title>>

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SPECIFICATIONS

The City has a need for the purchase and delivery of one (1) latest model of Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168" WB, 11,300lb GVW (the "Goods"). The Goods are to be in good operating condition that meets or exceeds the City's preferred technical specifications.

The Contractor will supply the vehicles complete as identified Schedule B – Quotation. The Contractor will act as project manager to liaise with subcontractor(s) to provide the Goods as requested.

The Goods shall have the body and CNG tank transferred from an existing 2020 model Ford F350 truck (the "Existing City Truck") of similar specifications for the vehicle being requested. The installation of the existing CNG tank and body swap shall be done in a manner equivalent to the Existing City Truck. The Contractor shall provide details of the layout and configuration of the existing CNG tank and body swap.

Where the City's Specifications of Goods specify dual fuel engine; the Goods should have gaseous prepared engines, capable of running dual fuels (CNG and Gasoline). The Goods shall be supplied with factory approved CNG conversion and shall be warranted by the vehicle manufacturer or the dealer. Conversions which are not factory approved or carry the vehicle manufacturers warranty or dealers' warranty are not acceptable.

The Goods are to have a standard road package that meets all legal requirements for operation on public roadways, including the BC Motor Vehicle Act, the Federal Motor Vehicle Safety Act, Work Safe BC Regulations, and to be built in accordance with SAE standards. The Goods shall be delivered with a current Commercial Vehicle inspection certificate.

Brochures or additional specifications may be attached as supplemental information.

2. SERVICES

The Services include, but are not limited to the following:

- Supply and delivery of the vehicle as identified in the specifications;
- Provision of local dealer warranty service and replacement parts at no cost to the City at a local dealer preferably in the Surrey area; and
- Provision of post-delivery services and parts availability at a local dealer, preferably in the Surrey area.

A qualified and responsible representative of the Contractor shall instruct City personnel in the operation, care and maintenance of the Good, during the pre-delivery inspection.

All specifications, drawings, dimensions, warranty and quotations will be reviewed, enabling the City to align equipment within budget guidelines.

3. PRE-DELIVERY AND INSPECTION

Prior to delivery, the Goods shall be completely inspected and serviced by the Contractor and/or the manufacturer's Service Centre. The Contractor is responsible to ensure the vehicle is thoroughly tested, inspected, and that all deviations are corrected prior to delivery. The vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle by the Contractor. The vehicle is to be clean, and all stickers are to be removed from glass prior to delivery with the exception of any sticker required by law.

The City will inspect the vehicle, upon delivery, for workmanship, appearance, proper functioning of all vehicle and accessories and systems, and conformance to all requirements of the specifications. In the event deficiencies are detected, the vehicle will be rejected and it shall be the Contractor's responsibility to pick-up the vehicle and make the necessary corrections and re-deliver the vehicle for a re-inspection and acceptance.

The Contractor shall be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections shall be the sole responsibility of the Contractor.

4. DOCUMENTATION AT TIME OF DELIVERY

The Contractor should provide the following documentation upon delivery:

- a) **KEYS** – All key [three (3) full sets];
- b) Manufacturer's **Certificate of Origin**;
- c) **Warranty** documents and certifications;
- d) One (1) complete **Service Manual** to cover, but not limited to, tires, engine, batteries, transmission, axles, electrical components to cover the vehicle equipment;
- e) One (1) **Parts Manual** covering the entire vehicle equipment;
- f) One (1) set of **As-built Electrical Wiring Schematics** to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;
- g) Complete **Parts List** of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- h) A **Fluid Capacities** in litres.

5. MANUFACTURER'S WARRANTY

The Contractor will be required to furnish a warranty by the manufacturer that the equipment is suitable for the service intended, in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge

[including all labour], within the scope of the warranty, any defective part or any parts that are determined by the City not to be suitable for the service intended.

The warranty period will go into effect at the time the vehicle is placed into service by the City. Contractors are to include a complete warranty statement with their Quotation.

[END OF PAGE]

SCHEDULE A-1 – PREFERRED TECHNICAL SPECIFICATIONS

PREFERRED SPECIFICATIONS

DESCRIPTION: The Goods is to be supplied with all available standard equipment in addition to the specifications below.

The Contractor is responsible for providing the Goods that comply with these preferred specifications and requirements. These specifications and requirements may be accompanied by the phrase “or approved equal.” The City must specifically approve any substitutions of components, equipment or systems proposed by the Contractor. The City’s approval of any substitutions shall not relieve the Contractor of any obligations under the Agreement. The City is relying on the Contractor, to provide the Goods that are of the quality and fit for the City’s purposes.

1. Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168” WB, 11,300lb GVW

Minimum Specifications
A. Exterior
1. Colour - White
2. Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168” WB, 11,300lb GVW
3. Heated mirrors
4. Vent visors shall be fitted to both front door windows
5. Platform running boards
B. Engine
1. Engine shall be prepared (gaseous prep engine) to run on CNG and gasoline, and shall comply with all Provincial and Federal engine emission regulations
2. State engine configuration, size
3. Full manufactures warranty with CNG conversion must be provided
4. Cooling system to -30F
5. CNG system to be integrated into manufacturer’s engine management system. Only factory approved conversions will be acceptable
6. Prins CNG system conversion is requested
C. Transmission, Brakes
1. Automatic transmission, state number of speeds
2. Power assisted ABS brakes
3. Limited slip differential 4.30 – 1 ratio
4. Front axle shall have freewheeling hubs
D. Fuel Tanks
1. The manufacturers gasoline fuel tank shall remain
2. CNG tank(s) from the current truck will be moved to the new truck as part of the body swap
3. Fuel gauge for each fuel type shall be provided in easy view for the driver
4. CNG tank shall be fitted into the toolbox body
5. The CNG filling port shall be located between the body and the cab
6. Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise
E. Wheels, Tires
1. Wheel size 18” diameter, fitted with winter rated tires (snow flake)

Minimum Specifications

2. Full size spare tire

F. Interior

1. Seats 40/20/40 split front seat, vinyl covered

2. Seat covers should be installed – fabric type Wrangler – Fia Saddle Blanket type

3. Two 12-volt power outlets shall be provided

4. Rubber floor mats shall be provided for all seating areas

5. Air conditioning

6. Radio AM/FM stereo w/MP3 player with Bluetooth

7. All auxiliary cab switches shall be wired from a non-switched source – e.g. direct from battery

8. Remote keyless entry

9. Power windows

10. Rear view camera & prep kit, includes loose camera and wiring bundle

G. Miscellaneous

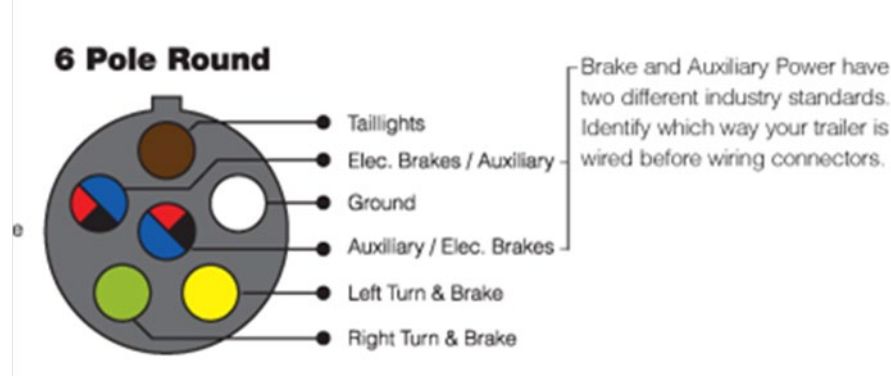
1. Remote keyless entry with 3 sets of keys

2. Trailer Tow Package

Complete hidden trailer hitch package, c/w receiver, hitch to match the maximum towing capability of the vehicle. Wiring to match 6 pin 1235 BX Cole Hersey t/plug to match City of Surrey wiring and brake controller.

FUNCTION	COLOR
Right Turn	= Green
Left Turn	= Yellow
Ground	= White
Tail / Marker	= Brown
Reverse	= Purple
Battery	= Red / Black
Electric Brake	= Blue

Please note the two different industry standards for wiring 6 pole trailer plugs. The City of Surrey has utilized the center terminal for the BLUE brake wire and the “S” terminal for the 12 VOLT CHARGE WIRE.



3. State GVW in lbs

4. State max towing capacity in lbs

Minimum Specifications

5. Back up alarm - Grote part # 73040 97 dBA
6. Dual 68 AH AGM 750 CCA Batteries
7. Fire extinguisher 2.5lb dry powder ABC type
8. WCB Level 1 Basic First Aid Kit
9. Splash guards front and mud flaps rear
10. The contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.
11. The vehicles shall default to run on CNG and shall only operate on gasoline when the CNG tanks are empty. Vehicles may start on gasoline but must automatically switch to CNG once they reach operating temperature. **(Please provide details)**
12. Provide details of manufacturer's warranty
13. Operators Manuals / Service Manuals
1 – Service manual or CD c/w software
A build sheet shall be provided detailing (but not limited to the following):
 - VIN
 - Engine details including serial number
 - Transmission details including serial number
 - Diff details including serial number
 - Oil types and quantities for all components
 - Tire make, type and size
 - Engine belts details
 - Filter list for all components
 - Battery details
 - Beacon light make

H. Body Swap

1. The contractor will arrange for the body off the City's current truck to be fitted to the vehicle being supplied.

(See photos of Current truck)



Minimum Specifications



Minimum Specifications



2. As part of the swap following is required:
 - I. A mount for the pole bracket to be installed to the front bumper/chassis
 - II. Cone holder
 - III. CNG connection to tank to body to new CNG system on engine
 - IV. Installation of reverse camera
 - V. Install all wiring and switches for work lights and any electrical outlets
3. Viewing of the current vehicle can be arranged through Purchasing

[END OF PAGE]



SCHEDULE B – QUOTATION

RFQ Title: Supply and Delivery of One Dual Fuel Cab & Chassis One-Ton Truck

RFQ No: 1220-040-2024-061

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

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

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

Requested Departure(s):

Please State Reason for the Departure(s):

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

Changes and Additions to Specifications:

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

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

Requested Departure(s)

Please State Reason for the Departure(s):

Fees and Payments

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

Quotation: Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168" WB, 11,300lb GVW		
State Year, Make & Model:		
Item	Description	Unit Cost (CDN\$)
1	Unit Price for Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168" WB, 11,300lb GVW:	\$
2	Cost for transferring the existing CNG tank from the City's 2020 Ford F350 truck or equivalent:	\$
3	Cost to install and integrate a CNG conversion system into the manufacturer's engine:	\$
4	Cost for swapping the existing body and additional described work from the City's 2020 Ford F350 truck or equivalent:	\$
5	Province of B.C. Environmental Levy (Battery):	\$
6	Province of B.C. Advance Disposal Fee (Tires):	\$
7	Air Conditioning Surcharge:	\$
8	Other Fees/Levies (please state):	\$
	a)	\$
	b)	\$
	c)	\$
9	Subtotal:	\$
10	GST (5%):	\$
11	PST (7%):	\$

12	Total Quotation Price for One Unit:		\$
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.			
13	Pricing is firm until (State Date):		
14	Delivery Date after award notification (State in days):		
15	Manufacturers Warranty (State Warranty):		
16	Body Warranty (State Warranty):		
17	Warranty repairs shall be performed at:		
18	Please check if applicable:	British Columbia Certified	<input type="checkbox"/>
<i>All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price.</i>			

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):

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.

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

15. 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 B-1 – PREFERRED TECHNICAL SPECIFICATIONS RESPONSE FORM

The specification herein states the preferred requirements of the City of Surrey. All Quotations shall be regular in every respect. Unauthorized conditions, limitations, or provisions may be cause for rejection. The City of Surrey will consider as "irregular" or "non-responsive" any Quotation not prepared and submitted in accordance with the RFQ document and specification, or any Quotation lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Contractor's responsibility to carefully examine each item of the specification. Failure to offer a completed Quotation or failure to respond to each section of the technical specification may cause the Quotation to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.


Contractors should provide the specification sheet for the *Goods* as well as filling out the table below.




Note: Contractors are directed to list complete manufacturers' details of model proposed in the right-side column under manufacturers' specifications.

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.
	Yes	No	
A. Exterior			
1. Colour - White	<input type="checkbox"/>	<input type="checkbox"/>	
2. Single Rear Wheel Super Cab 4x4 Cab & Chassis, 168" WB, 11,300lb GVW	<input type="checkbox"/>	<input type="checkbox"/>	
3. Heated mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
4. Vent visors shall be fitted to both front door windows	<input type="checkbox"/>	<input type="checkbox"/>	
5. Platform running boards	<input type="checkbox"/>	<input type="checkbox"/>	
B. Engine			
1. Engine shall be prepared (gaseous prep engine) to run on CNG and gasoline, and shall comply with all Provincial and Federal engine emission regulations	<input type="checkbox"/>	<input type="checkbox"/>	
2. State engine configuration, size	<input type="checkbox"/>	<input type="checkbox"/>	
3. Full manufactures warranty with CNG conversion must be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. Cooling system to -30F	<input type="checkbox"/>	<input type="checkbox"/>	
5. CNG system to be integrated into manufacturer's engine management system. Only factory approved conversions will be acceptable	<input type="checkbox"/>	<input type="checkbox"/>	
6. Prins CNG system conversion is requested	<input type="checkbox"/>	<input type="checkbox"/>	
C. Transmission, Brakes			
1. Automatic transmission, state number of speeds	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.
	Yes	No	
2. Power assisted ABS brakes	<input type="checkbox"/>	<input type="checkbox"/>	
3. Limited slip differential 4.30 – 1 ratio	<input type="checkbox"/>	<input type="checkbox"/>	
4. Front axle shall have freewheeling hubs	<input type="checkbox"/>	<input type="checkbox"/>	
D. Fuel Tanks			
1. The manufacturers gasoline fuel tank shall remain	<input type="checkbox"/>	<input type="checkbox"/>	
2. CNG tank(s) from the current truck will be moved to the new truck as part of the body swap	<input type="checkbox"/>	<input type="checkbox"/>	
3. Fuel gauge for each fuel type shall be provided in easy view for the driver	<input type="checkbox"/>	<input type="checkbox"/>	
4. CNG tank shall be fitted into the toolbox body	<input type="checkbox"/>	<input type="checkbox"/>	
5. The CNG filling port shall be located between the body and the cab	<input type="checkbox"/>	<input type="checkbox"/>	
6. Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise	<input type="checkbox"/>	<input type="checkbox"/>	
E. Wheels, Tires			
1. Wheel size 18" diameter, fitted with winter rated tires (snow flake)	<input type="checkbox"/>	<input type="checkbox"/>	
2. Full size spare tire	<input type="checkbox"/>	<input type="checkbox"/>	
F. Interior			
1. Seats 40/20/40 split front seat, vinyl covered	<input type="checkbox"/>	<input type="checkbox"/>	
2. Seat covers should be installed – fabric type Wrangler – Fia Saddle Blanket type	<input type="checkbox"/>	<input type="checkbox"/>	
3. Two 12-volt power outlets shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. Rubber floor mats shall be provided for all seating areas	<input type="checkbox"/>	<input type="checkbox"/>	
5. Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	
6. Radio AM/FM stereo w/MP3 player with Bluetooth	<input type="checkbox"/>	<input type="checkbox"/>	
7. All auxiliary cab switches shall be wired from a non-switched source – e.g. direct from battery	<input type="checkbox"/>	<input type="checkbox"/>	
8. Remote keyless entry	<input type="checkbox"/>	<input type="checkbox"/>	
9. Power windows	<input type="checkbox"/>	<input type="checkbox"/>	
10. Rear view camera & prep kit, includes loose camera and wiring bundle	<input type="checkbox"/>	<input type="checkbox"/>	
G. Miscellaneous			
1. Remote keyless entry with 3 sets of keys	<input type="checkbox"/>	<input type="checkbox"/>	
2. Trailer Tow Package	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.																
	Yes	No																	
<p>1 – Complete hidden trailer hitch package, c/w receiver, hitch to match the maximum towing capability of the vehicle. Wiring to match 6 pin 1235 BX Cole Hersey t/plug to match City of Surrey wiring and brake controller.</p> <div data-bbox="212 569 587 869" data-label="Table"> <table border="1"> <thead> <tr> <th>FUNCTION</th> <th>COLOR</th> </tr> </thead> <tbody> <tr> <td>Right Turn</td> <td>= Green</td> </tr> <tr> <td>Left Turn</td> <td>= Yellow</td> </tr> <tr> <td>Ground</td> <td>= White</td> </tr> <tr> <td>Tail / Marker</td> <td>= Brown</td> </tr> <tr> <td>Reverse</td> <td>= Purple</td> </tr> <tr> <td>Battery</td> <td>= Red / Black</td> </tr> <tr> <td>Electric Brake</td> <td>= Blue</td> </tr> </tbody> </table> </div> <p>Please note the two different industry standards for wiring 6 pole trailer plugs. The City of Surrey has utilized the center terminal for the BLUE brake wire and the "S" terminal for the 12 VOLT CHARGE WIRE.</p> <div data-bbox="203 1050 901 1417" data-label="Diagram"> <p>6 Pole Round</p> <ul style="list-style-type: none"> Taillights Elec. Brakes / Auxiliary Ground Auxiliary / Elec. Brakes Left Turn & Brake Right Turn & Brake <p>Brake and Au two different i Identify which wired before</p> </div>	FUNCTION	COLOR	Right Turn	= Green	Left Turn	= Yellow	Ground	= White	Tail / Marker	= Brown	Reverse	= Purple	Battery	= Red / Black	Electric Brake	= Blue			
FUNCTION	COLOR																		
Right Turn	= Green																		
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Ground	= White																		
Tail / Marker	= Brown																		
Reverse	= Purple																		
Battery	= Red / Black																		
Electric Brake	= Blue																		
3. State GVW in lbs	<input type="checkbox"/>	<input type="checkbox"/>																	
4. State max towing capacity in lbs	<input type="checkbox"/>	<input type="checkbox"/>																	
5. Back up alarm - Grote part # 73040 97 dBA	<input type="checkbox"/>	<input type="checkbox"/>																	
6. Dual 68 AH AGM 750 CCA Batteries	<input type="checkbox"/>	<input type="checkbox"/>																	
7. Fire extinguisher 2.5lb dry powder ABC type	<input type="checkbox"/>	<input type="checkbox"/>																	
8. WCB Level 1 Basic First Aid Kit	<input type="checkbox"/>	<input type="checkbox"/>																	
9. Splash guards front and mud flaps rear	<input type="checkbox"/>	<input type="checkbox"/>																	
10. The contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.	<input type="checkbox"/>	<input type="checkbox"/>																	

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.
	Yes	No	
11. The vehicles shall default to run on CNG and shall only operate on gasoline when the CNG tanks are empty. Vehicles may start on gasoline but must automatically switch to CNG once they reach operating temperature. <i>(Please provide details):</i>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Provide details of manufacturer's warranty	<input type="checkbox"/>	<input type="checkbox"/>	
13. Operators Manuals / Service Manuals 1 – Service manual or CD c/w software A build sheet shall be provided detailing (but not limited to the following): <ul style="list-style-type: none"> • VIN • Engine details including serial number • Transmission details including serial number • Diff details including serial number • Oil types and quantities for all components • Tire make, type and size • Engine belts details • Filter list for all components • Battery details • Beacon light make 	<input type="checkbox"/>	<input type="checkbox"/>	
H. Body Swap			
1. The contractor will arrange for the body off the City's current truck to be fitted to the vehicle being supplied. <i>(See photos of Current truck)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
			

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.
	Yes	No	
  			

Preferred Specifications	Specifications Met?		Manufacturers' Specifications of Equipment Offered. Contractor shall complete all spaces in this column.
	Yes	No	
2. As part of the swap following is required: I. A mount for the pole bracket to be installed to the front bumper/chassis II. Cone holder III. CNG connection to tank to body to new CNG system on engine IV. Installation of reverse camera V. Install all wiring and switches for work lights and any electrical outlets	<input type="checkbox"/>	<input type="checkbox"/>	
3. Provide location of existing CNG tank installation and body swap facilities (<i>Current body was provided by Work Truck West</i>)	<input type="checkbox"/>	<input type="checkbox"/>	

Contractors are to provide information regarding their equipment compatibility relating to the chassis and equipment provided by their sub-contractor.

Quotation:	
Item	Description
1	CNG Tank
<p><i>Confirm that the existing CNG Tank from the existing City's F350 truck or equivalent would be compatible with the Goods listed in Schedule B - Quotation. (attach additional pages if required):</i></p>	
2	Body
<p><i>Confirm that the existing body from existing City's F350 truck or equivalent would be compatible with the Goods listed in Schedule B – Quotation. For reference purposes, the current body was provided by Work Truck West. (attach additional pages if required):</i></p>	

[END OF PAGE]

SCHEDULE C – 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: _____