



SURREY
CITY OF PARKS

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

**Title: SPECIFIC TRADE & GENERAL CONTRACTORS
FOR MINOR WORKS**

Reference No.: 1220-60-01-07

SUPPLY OF GOODS AND SERVICES

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

1. INTRODUCTION

The City of Surrey (the "City") invites applicants to submit an application on the form attached as Schedule C (the "Application") for the supply of the goods (if any) and services described in Schedule A (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits an Application (the "Applicant") should prepare an Application 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. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement ("Standing Offer") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order, a sample of which is attached as Schedule D (the "Order"), for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

3. ADDRESS FOR DELIVERY

The Application should be submitted to the City at the office of:

**Manager, Purchasing & Payments
Purchasing Section
6645 – 148th Street
Surrey, British Columbia V3S 3C7 CANADA
Fax No.: 604-599-0956**

Faxed Applications are permitted, but an Applicant bears all risk that the City's fax equipment functions properly so that the City receives the Application.

4. DATE

There is no specific closing date for receiving Applications. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

5. INQUIRIES

All inquiries related to this request for Applications for Standing Offers ("Request") should be directed in writing to the contact person named in Section 3.

Inquiries by Telephone: 604-590-7274 or Email: purchasing@surrey.ca

6. ADDENDA

If the City determines that an amendment is required to this Request, the City will post a written addendum on the City website at www.surrey.ca (the "City Website") and upon posting will be deemed to form part of this Request. Upon submitting an Application, Applicants will be deemed to have received notice of all addenda that are posted on the City Website.

7. DURATION OF APPLICATION

The Application will be open for acceptance by the City until:

- (a) the date specified in this Request or in an Application; or
- (b) as described in a subsequent written notice which the Applicant may send to the City.

8. NO CONTRACT

This Request is simply an invitation for Applications (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this Request or the submission of an Application. The City may negotiate changes to any terms of an Application, including terms in Schedules A and B of the Request, including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

9. ACCEPTANCE

An Application will be an offer to the City which, subject to Section 7, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. Delivery of the signed Application by the City may be by fax. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Schedule B – General Terms and Conditions.

10. APPLICANT'S EXPENSES

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

11. APPLICANT'S QUALIFICATIONS

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

12. CONFLICT OF INTEREST

An Applicant must disclose in its Application 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.

13. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Applicants and their agents will not contact any member of the City Council or City staff with respect to this Request, other than the contact person named in Section 3, at any time prior to the award of a Standing Offer or the cancellation of this Request.

14. CONFIDENTIALITY

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

15. SIGNATURE

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;

- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.



SURREY
CITY OF PARKS

SCHEDULE A

SCOPE OF SERVICES

SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS
REFERENCE No.: 1220-60-01-07

SCHEDULE A - SCOPE OF SERVICES

GENERAL

1. The purpose of this pre-qualification process is to acquire experienced Contractors for specific trade & general contractor services that have high standards of workmanship and adequate resources to enable the completion of various on-demand projects in a responsive and cost effective manner.
2. Interested Applicants are required to provide pre-qualification data by completing Schedule C.
3. Contractors who subsequently apply will be screened, and if appropriate, will be put on the pre-qualified list. Additions to, and removals from the list are determined by staff on a regular basis. Pre-qualified Applicants may be given the opportunity to contract on various City projects on an as needed basis over the 5-year period
4. In some cases, Applicants may not be able to meet the pre-qualification criteria because they are small or may be the only Contractor available within reason, etc. These Contractors may be accepted on a conditional basis. The conditional acceptance shall be for a specific time period, and additional requirements/administrative controls may be imposed, as deemed necessary for the relative risk level of the work performed. This could include stringent controls such as constant monitoring of the work.
5. Some Services may require the provision of professionally trained/certified labour.

REQUIREMENTS

- Trades people must have a trades qualification certificate of proficiency from an accredited program or an equivalent program, plus at least 1 year of related experience or an equivalent combination of education and experience.
- Working knowledge of materials, methods and simple equipment used in construction and maintenance work. Skilled in the use of construction equipment.
- Ability to effectively understand and carry out written and verbal instructions.
- Ability to work independently with minimal direct instruction and to interact effectively with staff and the public.
- Good understanding of safe work practices.
- Good health and strength sufficient to perform a variety of routine manual tasks in the construction, renovation and maintenance of buildings.
- A valid BC Drivers License is required.
- Registered apprentices may be employed provided they work under the direct supervision of a trades qualified journeyman in accordance with trade regulations.
- Ability to work independently with minimal supervision and within tight time deadlines.
- Analytical/problem solving skills.
- Team player.
- Service Quality orientation.

SCHEDULE OF RATES

6. For every category of service selected, a separate Schedule of Rates should be used. Rates are firm for the first year, and the schedule will include rates for:
 - .1 Regular Hours from 7:00 a.m. to 6:00 p.m. Monday to Friday;
 - .2 After Hours hours outside of regular hours, and also including weekends and holidays.

.3 Callouts/Cancellation [Emergency/Urgent]

callouts are for emergencies only. These are treated separately for non-scheduled work.

The City's preference is to have hourly labour rates that match the City's stated normal hours of work. If your firm has hours that are different then indicate so in Schedule C. You will need to attach this information to the Schedule.

7. Rates will include:
 - (a) the cost of all labour;
 - (b) overheads covering and not limited to licenses, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, etc.
 - (c) mobilization and traffic control are included to enable this work to be carried out effectively, efficiently and safely;
 - (d) mark-ups and profits; and,
 - (e) any other costs and expenses.
8. Permit fees, drawings, emergency fees and sales taxes are to be excluded from the Rates.
9. Applicants prices, rates and services, as a minimum, are to be updated once during a consecutive twelve (12) month period to update and confirm the validity of the data, or the Applicant will be removed from the system. Removal from the system will not relieve the Applicant from completing any call-up, which may be in place at the time of removal.
10. Parts and Material costs are not part of this process. They will be part of any subsequent Request for Quotation (RFQ), Request for Proposal (RFP) or Invitation to Tender (ITT) process.

RESPONSES AND CALLOUTS

11. The Applicant is to provide a guaranteed on-site callout/emergency mobilization and response time of Sixty (60) minutes and a general service response time within twenty-four (24) hours, 7 days per week, including Statutory holidays, with qualified and experienced response personnel, materials, and equipment necessary to commence and sustain a substantial portion of the Services. This is the City's preferred response time in the event of an emergency/urgent requirement. If your firm is not able to comply with this requirement then, as previously mentioned above, indicate so in Schedule C. Provide what your firm is able to offer as a response time. It will be up to the evaluation team to determine if this is acceptable.. "Quick as possible" is unacceptable as it has no meaning.
12. Work hours paid under a Standing Offer Agreement shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labour or equipment.
13. The Applicant is to establish a list of key contacts with telephone numbers from 7:00 a.m. to 5:00 p.m. [Monday to Friday] for the purpose of responding to all calls from the City. There should also be a contact after hours for emergencies.
14. For scheduled works, all responses are to be undertaken by the next business day.
15. Callouts are to be treated as exceptions, particularly for emergencies and they do not apply to regularly scheduled works. The response time is within the hour from the time the call is received.
16. The City reserves the right to obtain the services of an alternate source if the Applicant fails to provide such services within the specified time.

CRIMINAL RECORDS SEARCH [SECURITY REQUIREMENTS]

17. City Buildings:

Applicants must have no criminal record. The Contractor and cleaning personnel performing the Services must have no criminal records. Prior to the commencement of any Services, the Contractor is to supply the City with a Royal Canadian Mounted Police "Consent for Disclosure of Criminal Record Information" form (R.C.M.P. GRC 3584e) for each **individual proposed to perform the Services.**

18. Royal Canadian Mounted Police Buildings:

Due to the sensitivity of security requirements for the City's Royal Canadian Mounted Police [the "R.C.M.P."] headquarters building and substations, the City requires Applicants to submit information which may, in the discretion of the City's security advisor, be used to perform a comprehensive security and background screening. For all R.C.M.P. buildings only, Applicants will be required to obtain an **enhanced reliability clearance certificate. [Absolutely no exceptions will be considered]**. Applicants must complete and return as part of their Application this security information and in so doing agree that:

- (i) the R.C.M.P. or any other provincial, federal, regional or municipal police force, police department or other law enforcement body [collectively "Law Enforcement Agencies"] may conduct a criminal records search, police history information search and/or other security checks, investigations and background searches [the "Searches"] pertaining to any firm and/or person performing contemplated services by this Request;
- (ii) the successful Applicant will require its employees and/or its contractors' employees, if requested by the City, to execute, as a condition of having access to or working with the City, a document consenting to any searches for the duration of the term; and,
- (iii) the City reserves the right to reject any application or to deny access to any employee in the event the City determines, at the advice of any Law Enforcement Agency, in the City's sole discretion, that the outcome of any of the searches is not satisfactory.

19. Prior to the commencement of any Services, and during the term of an agreement if additional or replacement individuals are proposed to perform the Services, the Contractor is to supply the City with a criminal record search certificate, or a certified true copy thereof, for each individual proposed to perform the Services.
20. Any individual for whom a criminal record search certificate is not provided, or for whom a criminal record search certificate indicated any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Services.
21. Any criminal record search certificate obtained thereby will be deemed valid for the duration of the Agreement subject to a repeated records search as hereinafter specified.
22. Notwithstanding the foregoing, at any time during the term of an agreement, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory criminal record search certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Services.
23. All costs associated with all criminal records searches are the sole responsibility of the Contractor.



SURREY
CITY OF PARKS

SCHEDULE A-1

SUPPLEMENTARY SPECIFICATIONS

SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS
REFERENCE No.: 1220-60-01-07

COMPLIANCE TO SAFETY PROCEDURE
ENTRY PROCEDURE FOR CONFINED SPACE

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

THERE MUST BE A MINIMUM OF TWO MEN
- ONE MAN ALWAYS ON THE SURFACE, AND
- ONE MAN IN THE WELL

MAN LIFT/RETRIEVAL DEVICES MUST BE USED

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

NOTE: Readings shall be taken before entering well.
Record gas levels on "Confined Entry Space" forms and hand in daily.

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

Where work is to be carried out, in any confined space where harmful atmosphere may develop, the following procedures must be followed:

- a) The space must be ventilated continuously.
Gas detection equipment must be calibrated in an atmosphere that is known to be safe.
- b) Tests for harmful or explosive substances and oxygen deficiency shall be made and recorded immediately prior to entry, after any interruptions in the work procedure and at intervals to ensure the continuing safety of the worker in the confined space.

If a harmful atmosphere develops, the worker will immediately evacuate the space and will not re-enter until it has been tested and found to be safe to do so.

- c) A safety belt or harness of a type which will keep the worker in a position to permit rescue, will be worn.
- d) A life line will be attached to the belt or harness which is tended at all times by another person stationed outside the entrance to the confined space, who shall be equipped for and capable of effecting rescue.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I/We agree as a representative of the firm noted below, to accept all responsibilities and compliant to all the Workers' Compensation Board regulation requirements.

Project File No.:

Project Title:

COMPLIANCE TO SAFETY PROCEDURE

WORKING IN CONFINED SPACE

Where work is to be carried out, in any confined space where a harmful atmosphere may develop, the following procedures must be followed.

The space must be ventilated continuously.

Gas detection equipment must be calibrated in an atmosphere that is known to be safe.

Tests for harmful or explosive substances and oxygen deficiency shall be made and recorded immediately prior to entry, after any interruptions in the work procedure and at intervals to ensure the continuing safety of the worker in the confined space.

If a harmful atmosphere develops, the worker will immediately evacuate the space and will not re-enter until it has been tested and found to be safe to do so.

A safety belt or harness of a type which will keep the worker in a position to permit rescue, will be worn.

A life line will be attached to the belt or harness which is tended at all times by another person stationed outside the entrance to the confined space, who shall be equipped for and capable of effecting rescue.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I/We agree as a representative of the firm noted below, to accept all responsibilities and compliant to all the Workers' Compensation Board regulation requirements.

Project File No.:

Project Title:

**SURREY PARKS AND RECREATION COMMISSION
PESTICIDE POLICY AND GUIDELINES**

OBJECTIVES OF THE PEST CONTROL PROGRAM

To control damaging pests, diseases and weeds on parks, Municipal rights-of-way and Municipal property with minimal detrimental impact to the environment.

To assist government agencies in pest and disease control programs, which they recommend, to prevent the infestation of agricultural and forestry crops from ornamental plant material.

To pursue ways to control pests and disease by non-hazardous methods, e.g. - winter applications of dormant oil and lime sulphur, spreading mulches on planted areas to control weeds.

SAFEGUARDS FOR PROPER IMPLEMENTATION OF PEST CONTROL PROGRAMS

The certification of all applicators by the Ministry of Environment, Pesticide Control Branch, and the monitoring of the pesticide program by this agency.

That if a certified applicator in two successive years achieves only a pass mark sufficient to be awarded, a certificate valid for one year each time, he not be permitted to apply pesticides for the City until a higher pass mark has been achieved.

That all pesticides are applied, stored, transported and records kept, according to the requirements and guidelines laid down by the Department of Environment, Pest Control Branch.

In addition to the Department of Environment's record book, a municipal pesticide application form, providing the name of the chemical to be used, the target pest and the location, must be made out. This form shall then be turned into the department for whom the work is being done, before the application begins.

SUPPLEMENTARY GUIDELINES FOR THE APPLICATOR

General guidelines for the application of pesticide on City property.

These guidelines are not intended to supersede the intent of any senior government legislation nor any guidelines set out by the various government agencies regulating chemical pest control.

Alternatives

Look for viable alternative control methods before proceeding with toxic chemical control.

License

Applicator's license and a copy of the applicator's handbook are to be carried in the vehicle at all times during spraying operations.

Reference Material

Applicator's handbook and these guidelines should be frequently referred to before using pesticides.

Equipment

No toxic pesticide application will take place without adequate protective equipment being utilized protecting all areas of the applicator that may be exposed to pesticides. See applicator's handbook - Chapter 5 "Protective Clothing and Safety Gear" and appropriate "WCB Regulations".

No applying equipment containing pesticide should ever be left unattended.

Repair defective equipment immediately, do not wait until the end of the shift.

Carry extra respirator cartridges in the vehicle. Replace cartridges according to Manufacturer's recommendations. Keep track of hours of use.

Respirators and cartridges will be carried and stored in a dark, clean and dry container made of plastic (plastic bag) away from all pesticides and contaminants.

When clearing blocked nozzles, the use of cleaning tools (pins) will be employed avoiding contact with the pesticide contaminated equipment at all times.

Mixing

A separate hose will be used for filling all spraying equipment. This hose will be stored in the pesticide lock-up.

Before filling a spray tank, the pesticide applicator shall determine if the water source is fitted with a back-flow prevention device. If not, then a portable back-flow prevention valve must be used. Portable valves will be available at the Parks and Public Works Yards.

Do not smoke when mixing, applying or working in any way with pesticides.

Carry detergent, absorbent towels and clean water.

Disposal of unused mix; target area and application rate should be accurate enough to complete the job without having pesticide left over. However, should there be any unused quantity remaining, disposal method would depend on the toxicity of the surplus mix. Pest Control Branch to be consulted, if necessary.

Posting Signs

Post warning and information signs around the sprayed area. Information on the signs should indicate target and chemical being used.

When spraying areas adjacent to schools, inform the school principal some days in advance, giving details of program, including dates, times, etc. Try to carry out the programs during school holidays whenever possible.

Transportation

Special carrying boxes are to be used for storage and daily transportation of pesticides.

Program Timing

Whenever possible, spray programs should be carried out at a time of day or of year when the least number of people would be using a facility.

At all times, the safety of the general public, the applicator and the protection of the environment must be the controlling factors in any decision to begin a pest control program.



SURREY
CITY OF PARKS

SCHEDULE B

GENERAL TERMS AND CONDITIONS

SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS
REFERENCE No.: 1220-60-01-07

SCHEDULE B – GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
 - (a) "Agreement" has the meaning set out in Section 2;
 - (b) "Application" means the application for a Standing Offer attached as Schedule C;
 - (c) "City" means the City of Surrey;
 - (d) "Contractor" means a person whose Application has been accepted by the City and who may provide the Goods and Services under this Agreement;
 - (e) "Disbursements" means the actual out-of-pocket costs and expenses which the Contractor incurs in the performance of the Services as identified in the Application and reimbursement of which is accepted by the City;
 - (f) "Fees" means the price quoted by the Contractor and accepted by the City for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes except PST and GST;
 - (g) "General Terms and Conditions" means the general terms and conditions set out in this Schedule B;
 - (h) "Goods" means any portion of the equipment or materials (if any) as described generally in Schedule A that the City requests that the Contractor provide;
 - (i) "Order" means a written order executed by the City in the form attached as Schedule D for specified Goods and Services;
 - (j) "Request" means the request for Applications for Standing Offers;
 - (k) "Services" means any portion of the services as described generally in Schedule A that the City requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement; and
 - (l) "Standing Offer" means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 3.

2. This Agreement consists of all of the documents listed below and 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) Order;
 - (b) General Terms and Conditions of the Request;
 - (c) the specifications of Goods and scope of Services set out in Schedule A of the Request;
 - (d) the Application;
 - (e) the Request; and
 - (f) other terms, if any, that are agreed to by the parties in writing.

NATURE OF AGREEMENT

3. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order, a sample of which is attached as Schedule D, for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

GOODS AND SERVICES

4. The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods and Services in accordance with this Agreement. The Goods and Services provided must meet the specifications set out in the Order and Schedule A of the Request and as described in the Application.

5. The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in the Application.
6. The Contractor will, if required in writing by the City, provide additional goods or services as may be listed in the Application. 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 the Application. The Contractor will not provide any additional goods or services in excess of the scope of Services ordered in writing by the City.
7. The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
8. 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.

TIME

9. Time is of the essence.

FEES AND DISBURSEMENTS

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

PAYMENT

12. Subject to any contrary provisions set out in the Application, the Contractor will submit either a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month or once the Goods and Services have been provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.
13. If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
14. 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, if applicable.
15. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 13, 14, 17, 42, 43(b) and 51(a), within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will

not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

16. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
17. If the Contractor does not have an office in Canada and does not provide to the City a waiver of regulation letter, the City will withhold the 15% withholding tax deduction from all payments in accordance with Article XII, Canada – United States Income Tax Convention, 1980.

USE OF WORK PRODUCT

18. 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.

PERSONNEL AND SUBCONTRACTORS

19. The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
20. The Contractor will perform the Services using the personnel and sub-Contractors as may be listed in the Application, and the Contractor will not remove any such listed personnel or sub-Contractors from the Services without the prior written approval of the City.
21. 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.
22. Except as provided for in Section 20, 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.

LIMITED AUTHORITY

23. 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.
24. 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 Services and may not delegate or assign any Services to any other person except as provided for in Sections 19 and 21. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
25. The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and 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.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

26. 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 provide the Goods or complete the Services.
27. 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.
28. 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.

WARRANTIES

29. 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.
30. The Contractor warrants and guarantees that Goods 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 supplied under this Agreement.

INSURANCE AND DAMAGES

31. 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.
32. The indemnities described in Sections 30, 31 and 51(c) 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.

33. The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance 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 provision of the Services by the Contractors, its employees and agents. The insurance policy will be endorsed to add the City as additional insured and 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:
 - Blanket contractual,
 - Employees as additional insureds,
 - Non-owned automobile,
 - Owners and Contractors protective liability,
 - Contingent employers liability,
 - Personal injury, and
 - Where such further risk exists, advertising liability; and
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property.
34. 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. The Contractor will require and ensure that each sub-Contractor maintain insurance comparable to that required above. 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.
35. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.
36. Subject to any specific agreements the City and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Contractor will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City in its discretion determines that additional insurance is required. The City may pay the cost of the premiums for any additional insurance.
37. The Contractor acknowledges that any requirements of 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.

CITY RESPONSIBILITIES

38. 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.

39. 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.
40. If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

DEFICIENCIES

41. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods 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 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.
42. 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 materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

43. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery 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 shipping or delivery, 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 shipping or delivery.
44. 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.
45. 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 Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for 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 Services not performed or other profit opportunities.
46. 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.

47. If the City terminates this Agreement as provided by Section 46 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
48. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

CURING DEFAULTS

49. 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.

DISPUTE RESOLUTION

50. 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.

(a) 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.

(b) 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.

(c) 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.

WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

51. (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. 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.

- (b) 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.
 - (c) Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, 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.
52. (a) 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 Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services as defined in the *Workers Compensation Act*.
- (b) 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 for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- (c) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

BUSINESS LICENSE

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

GENERAL PROVISIONS FOR GOODS

54. Documentation for shipments of Goods from outside Canada will be provided by the Contractor by airmail and will include all documents as required by law or customary practice. All packages will 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"

55. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City will 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.
56. 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.

COMPLIANCE

57. The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
58. 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.

JURISDICTION OF COUNCIL

59. 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.

WAIVER

60. 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 will not constitute a waiver of the terms and conditions and will 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.

APPLICABLE LAW

61. This Agreement will 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 will be brought in such courts.

NOTICES

62. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Application. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Application, 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.

MERGER AND SURVIVAL

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

CONFLICT OF INTEREST

64. The Contractor must disclose any actual or potential conflicts of interest and existing business relationships it may have with the City its elected or appointed officials or employees at the time of the Application and throughout the terms of this Agreement. The City may rely on such disclosure.

ENTIRE AGREEMENT

65. This Agreement, including 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.



SURREY
CITY OF PARKS

SCHEDULE C

APPLICATION FOR A STANDING OFFER AGREEMENT

SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS
REFERENCE No.: 1220-60-01-07



**APPLICATION FOR A
STANDING OFFER AGREEMENT
SCHEDULE C**

REQUEST FOR STANDING OFFER TITLE: SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS.

REQUEST FOR STANDING OFFER No.: 1220-60-01-07

APPLICANT:

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Mobile No.: _____

Applicant's own Reference # (if applicable) _____

CITY OF SURREY:

City's Representative: Mgr. Purchasing & Payments

Address: 6645 – 148th Street, Surrey, BC V3S 3C7

Phone: 604-590-7274 Fax: 604-599-0956

Email: purchasing@surrey.ca

1. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order, a sample of which is attached as Schedule D, for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any Order for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

2. List of Trade(s) for which your company is submitting an Application.

Please place a check mark for each trade your firm is qualified to perform:

- | | |
|--|---|
| Asphalt [Paving and Repair] <input type="checkbox"/> | Heating, Ventilation & Air Conditioning Sales/Services <input type="checkbox"/> |
| Building Evaluation <input type="checkbox"/> | Kitchen Equipment – Installation & Repairs <input type="checkbox"/> |
| Cabinetry/Finish Carpentry <input type="checkbox"/> | Landscape Contractors <input type="checkbox"/> |
| Concrete/Concrete Paving <input type="checkbox"/> | Lawn Maintenance Contractors <input type="checkbox"/> |
| Demolition/Excavation <input type="checkbox"/> | Locksmiths (Commercial) <input type="checkbox"/> |

- | | | | |
|---|--------------------------|--|--------------------------|
| Design and Drawings | <input type="checkbox"/> | Masonry and Tile Work | <input type="checkbox"/> |
| Doors, Frames, Hardware | <input type="checkbox"/> | Mechanical Contractors | <input type="checkbox"/> |
| Drywall, Acoustical Ceilings | <input type="checkbox"/> | Mechanical Engineers | <input type="checkbox"/> |
| Earthwork (Site Preparation) | <input type="checkbox"/> | Millwork (Cabinets/Counter Tops) | <input type="checkbox"/> |
| Electrical | <input type="checkbox"/> | Miscellaneous Metals | <input type="checkbox"/> |
| Elevator Maintenance | <input type="checkbox"/> | Overhead Doors | <input type="checkbox"/> |
| Engineering and Environmental Services | <input type="checkbox"/> | Painters [Interior and Exterior] | |
| Fencing Installations/Repairs (Industrial – Commercial) | <input type="checkbox"/> | Pest Control - Exterminating | <input type="checkbox"/> |
| Fire Proofing & Fire Stopping Materials/Services | <input type="checkbox"/> | Plumbing Above Ground | |
| Fire Protection Equipment – Sales, Service & Supplies | <input type="checkbox"/> | Plumbing Below Ground | <input type="checkbox"/> |
| Floor Coverings & Installation | <input type="checkbox"/> | Road Building & Maintenance | <input type="checkbox"/> |
| Furniture Fixtures & Equipment | <input type="checkbox"/> | Roofing (Industrial/Commercial) | <input type="checkbox"/> |
| Geotechnical Services | <input type="checkbox"/> | Sealants | <input type="checkbox"/> |
| Glass/Glazing (Commercial) | <input type="checkbox"/> | Security Guard & Patrol Services (Industrial/Commercial) | <input type="checkbox"/> |
| | | Surveyors – Construction | <input type="checkbox"/> |
| | | Surveyors - Land | <input type="checkbox"/> |
| | | Surveyors - Quantity | <input type="checkbox"/> |
| | | Toilet Partitions & accessories | |
| | | Tree Services (Pruning/Removal) | <input type="checkbox"/> |
| | | Other, Specify | <input type="checkbox"/> |

N.B. If there is more than one (1) category of service selected, enclose information for each category on technical expertise and experience, trades certification, staff for each trade, references, etc.

- 3.** The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows (attach additional pages, if necessary):

For each category selected, quote the rates in separate tables.

Category _____

TABLE 1 – LABOUR CLASSIFICATION, REGULAR HOURS & AFTER HOURS RATES:

LABOUR CLASSIFICATION	TOTAL NUMBER OF STAFF EMPLOYED	REGULAR HOURS [RATE PER HOUR]	AFTERHOURS [RATE PER HOUR]
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Callouts/Cancellation [Emergency/Urgent]		\$	\$

N.B.: All hourly labour rates shall be inclusive of all reports, insurance, admin costs, expenses and profits, travel time & WCB costs, necessary for performance of work to the City. Charges will be for actual on-site time only. All rates and fees provided by any Respondent are confidential and will not be indulged to any other Respondent.

Terms of Payment: Net _____ days, or a Cash discount of _____% will be allowed if account is paid within _____ days.

4. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
 - (a) the Request;
 - (b) the specifications set out above and in Schedule A of the Request;
 - (c) the General Terms and Conditions;
 - (d) this Application;
 - (e) an Order (if any); and
 - (f) other terms, if any, that are agreed to by the parties in writing.

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

6. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

7. I/We have reviewed the General Terms and Conditions. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Departure/Alternative

8. The City of Surrey requires that the successful Proponent have the following in place **before commencing the 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, Worker's Compensation Registration Number _____;
- b) A Safety program that meets the WCB standards;
- c) Insurance coverage for the amounts required in the proposed Contract 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 web site @ www.surrey.ca as City of Surrey Certificate of Insurance Standard Form (search "revenue and risk");
- d) City of Surrey business license; and
- e) 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 Application, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Departure/Alternative

9. **GENERAL BUSINESS INFORMATION**

Mailing Address if different from above _____

If doing business with the City under a different name, include name. _____

Primary Contact Person [include position with firm]. _____

Primary Contact Telephone No. _____ Fax No. _____

Cellular No. _____ E-mail: _____

G.S.T. Registration No. _____

Parent Company Division Branch Office

10. **LEGAL STRUCTURE OF CONTRACTOR**

a) Years Established: _____

b) Type of Structure:
_____ Corporation _____ Joint Venture

_____ Partnership _____ Other:

_____ Sole Proprietor

c) If a Corporation or Partnership state year of incorporation or year of organization _____, and Province in which incorporated _____

d) Attach a copy of your Workers' Compensation Board registration latest WCB Clearance Letter.

11. INSURANCE INFORMATION

Applicants are advised that it is their responsibility to supply sufficient information with their application to enable a full and proper assessment of the Applicant's insurance and bonding capacity.

The City's insurance requirements are as set out in Schedule B sections 33 through 39 inclusive. Do you have the ability to provide these insurance requirements? YES NO

Insurance Company: _____

Agent: _____

Primary Contact Person: _____

Telephone No.: _____ Fax No.: _____

E-Mail: _____

N.B. Provide a letter of commitment from your insurance company setting forth that the insurance coverages in the amounts stated in the attached, will be available to the Applicant.

BONDING CAPACITY

Maximum Bonding \$ _____ Available \$ _____ as of _____

Bonding Company Name: _____

12. JUDGEMENTS

Have any adverse judgments been made against the business i.e. YES NO

i.e.

- Occupational Health & Safety
- WCB:
- By-laws
- Environmental

If so, give details

13. COMPANY BUSINESS HISTORY

a) How many years experience has the Company or entity had in the categories of work for which Pre-Qualification is being sought (Min. of 5 years.):

As a Main Contractor: _____

As a Sub-Contractor: _____

b) Has your Company or entity ever failed in the last five years to complete an Agreement, had an Agreement partially or fully taken over or had an Agreement varied to delete substantial work to overcome poor performance under the Agreement? YES NO

If yes, give details

14. PROFESSIONAL AFFILIATIONS/ASSOCIATION

State what professional associations or industry groups your Company is an active member of:

15. REFERENCES

All firms are requested to complete the information in this form. The information supplied should be current and verifiable. If possible, please provide Letters of Reference. At a minimum, the following information should be provided:

1. Client Name: _____

Address: _____

Contact Name: _____ Title or Position: _____

Telephone No.: _____ E-mail: _____

E-mail: _____

2. Client Name: _____

Address: _____

Contact Name: _____ Title or Position: _____

Telephone No.: _____ E-mail: _____

E-mail: _____

3. Client Name: _____

Address: _____

Contact Name: _____ Title or Position: _____

Telephone No.: _____ E-mail: _____

E-mail: _____

16. APPLICANT'S LIST OF KEY PERSONNEL

Identify the Key Personnel in your organization who may be assigned to manage any projects.

Note #1: As part of a competitive bidding process, it may be necessary for the pre-qualified contractors to confirm on the submission forms for any project that the Key Personnel named in this Application will be assigned to the project. If a named individual becomes unavailable, the Contractor will be required to provide an acceptable replacement having equivalent or better experience, and submit a resume and summary of past project experience for the proposed substitute individual.

Note #2: Pre-qualified Contractors are obligated to inform the City, in a timely manner, of any changes to Key Personnel, bonding capability or any information which may affect its pre-qualified status with the City. Failure to make timely disclosure to the City may result in removal from the list of pre-qualified contractors.

Name: _____

Years of Work Experience: _____

Qualifications Certifications [attach copies]: _____

Responsibility: _____

Criminal record search has been performed and is current. YES NO

Name: _____

Years of Work Experience: _____

Qualifications Certifications [attach copies]: _____

Responsibility: _____

Criminal record search has been performed and is current. YES NO

Name: _____

Years of Work Experience: _____

Qualifications Certifications [attach copies]: _____

Responsibility: _____

Criminal record search has been performed and is current. YES NO

Name: _____

Years of Work Experience: _____

Qualifications Certifications [attach copies]: _____

Responsibility: _____

Criminal record search has been performed and is current. YES NO

Name: _____

Years of Work Experience: _____

Qualifications Certifications [attach copies]: _____

Responsibility: _____

Criminal record search has been performed and is current. YES NO

17. APPLICANT'S QUALITY CONTROL PROGRAM

Does your firm have a written quality control program? YES NO

If "Yes" is checked, Applicant shall attach evidence of an active quality control program to this form.

If "No" is checked, please submit any printed matter which typifies instruction and/or a statement as to how quality control is accomplished.

Outline any specific, formal training initiatives that your company employs to keep staff current with workplace and market developments.

What procedures (please provide examples) does your company have in place to measure performance on the basis of customer satisfaction?

Provide details of the overall strength, type and quality of external and internal training.

Provide any information about your firm that further demonstrates proficiency or excellence. This would include details surrounding employee performance monitoring and performance improvements (Service Level Agreements), depth of training programs, recognition and leadership awards, etc. Attach up to two pages.

18. APPLICANT'S OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The quality of the Applicant's in-house program to manage safety, productivity, and environmental performance shall be considered in evaluating Applicants. The commitment of the Applicant's management & owners to those programs is an important factor & should be evident by their actions.

The Applicant, in addition to the following, is to provide evidence of adherence to quality principles, through presentation of in-house training programs provided, certificate of awards received, etc.

Does your firm have a written safety program in place that meets the requirements of the W.C.B of B.C.? YES NO If "Yes" is checked, please submit a copy of your program.

If "No" is checked, please submit any printed matter which typifies safety instruction and/or a statement as to how safety training is accomplished.

Do you have a safety and health orientation program for new employees? YES NO

If yes, briefly explain what the program covers.

Do you conduct project safety inspections?

YES NO

If yes, who conducts this inspection (title) _____

And how often? _____

Do your employees read, write and understand English such that they perform their job tasks safely without an interpreter? YES NO

If no, provide a description of your plan to assure that they can safely perform their job.

Are all employees trained in the work practices needed to safely perform his/her job? YES NO

19. The Applicant confirms that this Application will be open for acceptance by the City until _____.

20. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the General Terms and Conditions, submit this Application in response to the Request.

This Application is offered by the Applicant this _____ day of _____, 200_.

APPLICANT

I/We have the authority to bind the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)



SURREY
CITY OF PARKS

SCHEDULE D

ORDER – STANDING OFFER AGREEMENT

SPECIFIC TRADE & GENERAL CONTRACTORS FOR MINOR WORKS
REFERENCE No.: 1220-60-01-07

2. **Time.** The Contractor will commence the goods and Services on _____, and will complete the Goods and Services on or before _____, or in accordance with the attached time schedule.

3. **Interpretation.** Capitalized terms used and not defined in this Order will have the meanings given to them in the Standing Offer. Except as specifically modified by this Order, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Order and the provisions of the Standing Offer, the provisions of this Order will govern.

4. **Miscellaneous.** This Order may be executed in one or more counterparts, in original or telecopied form, each of which shall be deemed to be an original and which taken together will be deemed to constitute one and the same document.

THIS ORDER is executed by the Contractor this _____ day of _____, 200_.

I/We have the authority to bind the Contractor.

CONTRACTOR
by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

THIS ORDER is executed by the City of Surrey this _____ day of _____, 200_.

CITY OF SURREY
by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)