



REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

Title: Metal Fabrication Services – Park Fixtures

Reference No.: 1220-060-2025-002

(General Services)

Issue Date: **March 7, 2025**

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

1. INTRODUCTION

The City of Surrey (the “**City**”) invites applicants to submit an application on the form attached as Schedule B – Application for a Standing Offer Agreement (the “**Application**”) to Attachment 1 – Draft Standing Offer Agreement Goods and Services for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services (the “**Goods and Services**”) to Attachment 1 – Agreement – 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 the 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 (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 Applicant should submit the Application electronically in a single pdf file and must be delivered to the City by email at: purchasing@surrey.ca

The City will confirm receipt of emails. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving computer equipment functions properly so that the City receives the Application.

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

4. DATE

The City would prefer to receive Applications on or before March 27th, 2025 (the “**Date**”).

5. INQUIRIES

All inquiries related to this RFA-SOA 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: 1220-060-2025-002

Inquiries should be made no later than seven (7) business days before the Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Date. Inquiries and responses will be recorded and may be distributed to all Applicants at the discretion of the City.

Applicants finding discrepancies or omissions in the Standing Offer Agreement or RFA-SOA or having doubts 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 RFA-SOA, the City Representative will issue an addendum in accordance with Section 6. No oral conversation will affect or modify the terms of the RFA-SOA or may be relied upon by any Applicant.

6. **ADDENDA**

If the City determines that an amendment is required to this RFA-SOA, the City Representative will issue a written addendum by posting it on the BC Bid website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City website at www.surrey.ca (the “**City Website**”) that will form part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

7. **NO CONTRACT**

This RFA-SOA (“**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 RFA-SOA or the submission of Applications. The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Draft Standing Offer Agreement, Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Standing Offer Agreement and Schedule B – Application for a Standing Offer Agreement to Attachment 1 – Draft Standing Offer Agreement of the RFA-SOA 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.

8. **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. An Application is not accepted by the City unless and until both the Authorized Signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Application by the City may be by fax or email. In that event, the resulting Standing Offer

will be comprised of the documents included in the definition of Agreement in Attachment 1 – Draft Standing Offer Agreement.

9. 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.

10. 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.

11. 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.

12. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONTRACTORS

Applicants and their agents will not contact any member of the City Council, City staff or City consultants with respect to this Request, other than the City Representative named in Section 5 of this Request, at any time prior to the award of a Standing Offer or the cancellation of this Request.

13. 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.

14. MULTIPLE CONTRACTORS

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

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

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.

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- (k) "Term" has the meaning described in Section 9.
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) this Standing Offer Agreement;
 - (c) the specifications of Goods and scope of Services set out in Schedule A, to Attachment 1, 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 Contractor 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 the 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 Contractor 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 (the "Order") for Goods and Services specified in the Order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Contractor 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, perform the Services in accordance with this Agreement. The Goods and Services provided will meet the specifications set out in the Order, Schedule A, to Attachment 1, 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 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 Goods and 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 Contractor 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.

TERM

9. This term of this Agreement will commence on <<START DATE>> and terminate <<END DATE>> (the "Term").
10. The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

TIME

11. Time is of the essence.

FEES

12. The City will pay the Fees to the Contractor for the ordered Goods and Services in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
13. 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

14. Subject to any contrary provisions set out in Schedule B to Attachment 1, the Contractor will submit invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number **P.O. #** _____, the Contractor's invoice number, the names, charge-out rates and number of hours worked of all employees of the Contractor that have performed Services; the percentage of Services completed and Goods delivered; 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.
15. If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

16. 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; and
17. 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.
18. In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
19. To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

Please send invoices by email to surreyinvoices@surrey.ca

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

USE OF WORK PRODUCT

22. 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.

PERSONNEL AND SUBCONTRACTORS

23. The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
24. 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.

25. 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.
26. Except as provided for in Section 24, 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

27. 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.
28. 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 Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Goods and Services to any other person except as provided for in the Order. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
29. 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

30. 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 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 Services.
31. 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.

32. 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

33. 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.
34. 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

35. 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.
36. 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.

37. 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 Contractor 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) Contractor's equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
38. 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.
39. 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.
40. The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
41. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

CITY RESPONSIBILITIES

42. 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.
43. 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.
44. 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

45. 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.
46. 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

47. 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.
48. 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.

49. The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all 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.
50. 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.
51. If the City terminates this Agreement as provided by this Section, 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.
52. 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

53. 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

54. 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.

WCB AND OCCUPATIONAL HEALTH AND SAFETY

55. 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.

56. The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

57. The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. 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 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.

58. 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.
59. 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.
60. 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.
61. The Applicant 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.

Refer to Schedule A-2 – Contractor Health & Safety Expectation – Responsibility of Contractors for additional information.

Refer to Schedule A-3 – Prime Contractor Designation Letter of Understanding for additional information.

BUSINESS LICENSE

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

GENERAL PROVISIONS FOR GOODS

63. 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"

64. 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.
65. 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.

APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

66. 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 be brought in such courts.
67. The Contractor will provide Services in full compliance with all applicable laws, building codes and regulations.
68. 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 AND NON-APPROPRIATION

69. 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.
70. 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.

ENTIRE AGREEMENT

71. This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of 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 provision of the Goods and Services.

AMENDMENT

72. This Agreement may be amended only by agreement in writing, signed by both parties.

CONTRACTOR TERMS REJECTED

73. 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.

SURVIVAL OF OBLIGATIONS

74. All of the Contractor's obligations to provide the Goods and perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

CUMULATIVE REMEDIES

75. The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

NOTICES

76. 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 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada,

Attention: **insert City contact name**
 insert title

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

(b) The Contractor:

 insert name and address

Attention: <✉ insert City contact name>
<✉ insert title>

Business Fax No.: <✉ insert>
Business Email: <✉ insert>

UNENFORCEABILITY

77. If any provision of this Agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

HEADINGS

78. The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

SINGULAR, PLURAL AND GENDER

79. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

WAIVER

80. No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

SIGNATURE

81. This Agreement may be executed in 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 or PDF email transmission.

RATES

82. Rates include all costs (including but not limited to fuel, operator, and equipment). The City will not consider claims for extra payment. Fuel surcharges will not be accepted.
83. Hourly rates begin at the arrival on the jobsite. Rates are only applicable from the starting time or when the equipment arrives, if later than the starting time, until the equipment is dismissed.

REMOVAL OF STAFF

84. The City may, at its sole discretion request the Contractor to reprimand, or remove any one of the Contractor's employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:

- Unfit to work;
- Intoxication;
- Use of foul, profane, vulgar or obscene language or gestures;
- Disrupting work or workers;
- Solicitation of gratuities from any person for services performed;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- Any action that the City may determine constitutes a public nuisance or disorderly conduct; and
- Any other reason considered appropriate, at the sole discretion of the City.

FAILURE TO ATTEND

85. Contractors are required to attend as per the call out. Failure to attend may result in the Contractor's status being adjusted or cancellation of the Agreement.

CANCELLATION OF ORDER

86. The City reserves the right to cancel any Service request requested within this Agreement, with no costs incurred by the City, by providing a minimum one hour's notice of such cancellation to the Contractor prior to the start time of the requested Service request. For such requests the City is to contact the Contractor's office or dispatcher directly.

ALLOCATION OF SERVICES

87. The Contractor may be allocated Goods and Services depending on the City's needs. The City does not, in any way guarantee work. The allocation of Service assignments will be at the sole discretion of the City and the Contractor shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the Services to a Contractor or to use its own City crew to perform any portion of the Services.
88. There will be no priority list nor will the City guarantee any Goods and Services to any particular Contractor.

EQUIPMENT

89. The Contractor should provide at their own expense all of the equipment necessary to provide the Goods and perform the Services.
90. All personal protective equipment must meet or exceed current WorkSafeBC regulations and requirements.

RESPONSE TIME

91. The timing for work will be as appropriate to the nature of the work assignment and agreed to with the City.

TRANSPORTATION

- 92. The City will not be responsible for transportation of the Contractor’s personnel to and/or from any work site. This includes any transportation required between work sites during the working period.
- 93. Contractor’s personnel will not be permitted to ride in or on the City vehicles.

SET-UPS AND REMOVALS, AS REQUIRED

- 94. The Contractor is required at the start of the Services request to set-up all equipment and, if necessary, signage at the work sites. The Contractor shall be responsible for control of traffic at the work site, in accordance with the most recent copy of the Ministry of Transportation and Highways Traffic Control Manual for Works on Roadways and any applicable WorkSafeBC Regulations for Services performed on City Roads. At times when work sites are unmanned, particularly in the night, the work site should be closed off and equipment should be strategically positioned to avoid accidents. For night work, reflective or flashing lights with wands are necessary. All equipment, signs and devices should be removed on the day of the completion of the Service request.

ENUREMENT

- 95. 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, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

This Standing Offer Agreement is executed by the City of Surrey this ____ day of ____, 2025.

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 OF GOODS AND SCOPE OF SERVICES

- 1.1 The City is seeking experienced and qualified Applicants with proven ability to perform metal fabrication and related services of park fixtures (the “Goods and Services”) for a wide variety of small to large-scale projects at various locations within the City on an “as and when” required basis. The Goods and Services include without limitation the supply and delivery of material, the provision of all labour, products, tools, construction machinery and equipment, transportation, and other facilities and services necessary to prepare, fabricate and provide the Goods and perform the Services and other requirements in accordance with attached specifications and sections.
- 1.2 The metal fabricating services may include, but are not limited to:

Prepare, fabricate and erect structural and non-structural metal components to the City of Surrey standards and specifications. Typical works would include custom barrier gates, bollards, picnic tables, picnic shelters, and signage posts and kiosks. Schedule A-1 - Sample Park Construction Standards includes sample drawings and specifications.
- 1.3 The preceding paragraph is provided as a sample of the Goods and Services that the Applicant may be required to perform. The City reserves the right to make minor amendments to this list as necessary. The actual Goods and Services required will vary from project to project.
- 1.4 The Applicant will be expected to provide all materials, labour and equipment necessary for meeting the requirements of the individual project or work request. All fixtures, materials and new equipment shall be pre-approved by the City’s Park Development Services Manager or designate prior to commencement of any project. The Applicant will also prior to any project’s commencement be required to become familiar with important site-specific standard documents.
- 1.5 Work sites vary and it is not uncommon to move to and from various different work sites throughout the day.
- 1.6 The Applicant should be prepared to submit a list of potential subcontractors for approval by the City prior to the commencement of any project. The Applicant is responsible for supervising and coordinating all Goods and Services delegated to the subcontractor(s) and for the proper execution of the Goods and Services.

2. QUANTITY

- 2.1 The quantity of any goods and level of services specified in the RFA-SOA are only an approximation of requirements given in good faith. In submitting an Application to this RFA-SOA, the Applicant acknowledges that any quantities provided are estimates only and testifies to its ability to accommodate increases or decreases in workload as they occur.

3. PREFERRED QUALIFICATIONS

- 3.1 In order to be considered, Applicants should demonstrate to the City's satisfaction that they meet the following requirements:
- a) Trades must have a related trades qualification certificate of proficiency from an accredited program or an equivalent program, plus at least one (1) year of related experience or an equivalent combination of education and experience;
 - b) Working knowledge of materials, methods and simple equipment used in construction and maintenance work. Skilled in the use of construction equipment;
 - c) Ability to effectively understand and carry out written and verbal instructions;
 - d) Ability to work independently with minimal direct instruction and to interact effectively with staff and the public;
 - e) Ability to work independently with minimal supervision and within tight deadlines;
 - f) Good health and strength sufficient to perform a variety of routine manual tasks in the construction, renovation and maintenance of buildings;
 - g) A valid BC Driver's License is required;
 - h) Analytical/problem solving skills; and
 - i) Service Quality orientation.
- 3.2 Registered apprentices may be employed provided they work under the direct supervision of an Applicant's trades qualified journeyman in accordance with trade regulations.

4. RESPONSES AND CALLOUTS

- 4.1 Unless otherwise advised, regular working hours and ordinary working days are **7:00 a.m. to 5:00 p.m. Monday through Friday**. No work will be performed outside of regular working hours or on other than ordinary working days without the prior direction or approval of the City. For all scheduled work, the Applicant will report punctually to the work site to perform the work diligently and expeditiously for completion of the work in a timely manner.
- 4.2 Notwithstanding the preceding paragraph, the Applicant may be required to carry out work outside of the regular working hours or ordinary working days without the prior approval of the City, where it is necessary in the interests of safety of the works or where the work is required to protect property. In such circumstances the Applicant shall inform the City in writing of the circumstances as early as possible.
- 4.3 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, seven (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 B. 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.

- 4.4 If the Applicant wishes to carry out work outside of the regular working hours or ordinary working days and approval is given by the City, but the reasons for working these hours are for the Applicants benefit, then the hourly rate for such work will be at the normal hourly rate.
- 4.5 Work hours paid under the 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 Applicant owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rates for basic labour or equipment.
- 4.6 The Applicant shall 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 an after-hours contact for emergencies.
- 4.7 For scheduled works, all responses are to be undertaken by the next business day.
- 4.8 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.
- 4.9 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.

5. PROTECTION MEASURES

- 5.1 No vegetation should be removed by the Applicant unless specified or directed by the City.
- 5.2 The Applicant shall take all reasonable precautions to ensure that no damage is caused to any vegetation not required to be removed.
- 5.3 Access to any job site(s) through areas other than a road or paved areas specifically for that purpose is not permitted without the prior written approval of the City.
- 5.4 The Applicant is to take all reasonable precautions to prevent damage to any structure within or adjacent to the site of the work. The Applicant is to report any damage caused to the City, and in the case of private property, to the property owner and/or occupant.
- 5.5 Costs to rectify damage to structures arising from or in the course of the work will be charged to the Applicant.
- 5.6 Repairs to any damage caused by the Applicant to be completed within five (5) working days.

6. HEALTH, SAFETY AND PROTECTION

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

- 6.2 Accident Reports: The Applicant shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Applicant shall provide a verbal report to the City's Park Development Services Manager or designate within one hour of occurrence and a written follow-up report to the Park Development Services Manager or designate within 24 hours of the occurrence.
- 6.3 The Applicant shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Agreement. In performing Services under this Agreement the Applicant must:
- a) Take all reasonable steps and precautions to prevent accidents and to preserve health and safety of the Applicant's personnel performing or in any way coming into contact with the performance of this Agreement;
 - b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;
 - c) Take such additional precautions as the Park Development Services Manager, or designate may reasonably require for health, safety and environmental protection; and,
 - d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Park Development Services Manager or designate shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

7. CLEANLINESS AND DISPOSAL OF UNWANTED MATERIALS

- 7.1 The Applicant is responsible for the cleanliness of any and all job sites and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the City.

8. IDENTIFICATION OF EMPLOYEES

- 8.1 All personnel employed by the Applicant shall at all times be readily identifiable as being an employee of the Applicant. Applicant employees, sub-contractor and sub-trade shall also carry on their person, personal photographic identification at all times while working on City premises. Service vehicles shall also have the Applicant's business name clearly marked.
- 8.2 Only employees of the Applicant (or Applicant's approved sub-contractor(s)) specifically assigned to carry out the work will be allowed to enter the City facilities. While the Applicant's employees are on the City's premises, the Applicant shall require them to conduct themselves in a professional manner.
- 8.3 The Applicant shall report in and out to the facility manager/representative when attending sites.

9. VEHICLES AND EQUIPMENT

- 9.1 The Applicant's vehicles and equipment used in the performance of the Services shall be properly equipped to deliver the Services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license information. All of the Applicant's vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, or other necessary warning systems, which shall be maintained and in proper operating condition at all times. In the event of a breakdown, the Applicant shall arrange for reserve equipment, with always the intent to maintain the schedule frequency.
- 9.2 Vehicles used in the performance of the Services shall be identified on both sides with the full company name and telephone number. This must be fully legible and displayed in a professional manner.
- 9.3 Driving speed through City parks will be at a maximum of 10 km/ hour, and the Amber lights on each vehicle must be used during the course of business in City parks.
- 9.4 Applicant's vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. The City will determine the means and access to and from the work site area(s), in addition to restricting times or areas of access where it deems necessary.
- 9.5 In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by the Applicant, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

10. INCLEMENT WEATHER

- 10.1 While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Applicant should not perform any suspended work without written authorization from the City.
- 10.2 While work is suspended due to inclement weather conditions, the Applicant should maintain readiness to resume work when conditions again become favorable enough to proceed.
- 10.3 If the Applicant deems work cannot be completed as per the weekly schedule due to inclement weather, the Applicant must contact the City within 24 (twenty-four) hours and provide an alternative work plan for approval.

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SCHEDULE A-1 – SAMPLE PARK CONSTRUCTION STANDARDS

MATERIALS

- (A) 1/4" inch steel powder-coated panels with reflective sheeting base and screened or vinyl graphics. A clear 4 mil polyester over-laminate anti-graffiti film (3M product 8991 or equal) must be applied over all graphic sign surfaces.
- (B) 6" square metal tube posts with welded support tabs painted black
- (C) Bolt heads to be painted or capped to match graphics

NOTES

Sign contractor to confirm site conditions prior to fabrication

For detailed construction drawings refer to Parks Standard Construction Manual available on-line

Retrofit applications to be reviewed individually

Backside of the sign to be left in powder coated condition or to be signed with park name (same graphic application as front)

Font size min height: 4"

COLOURS



PMS 582C



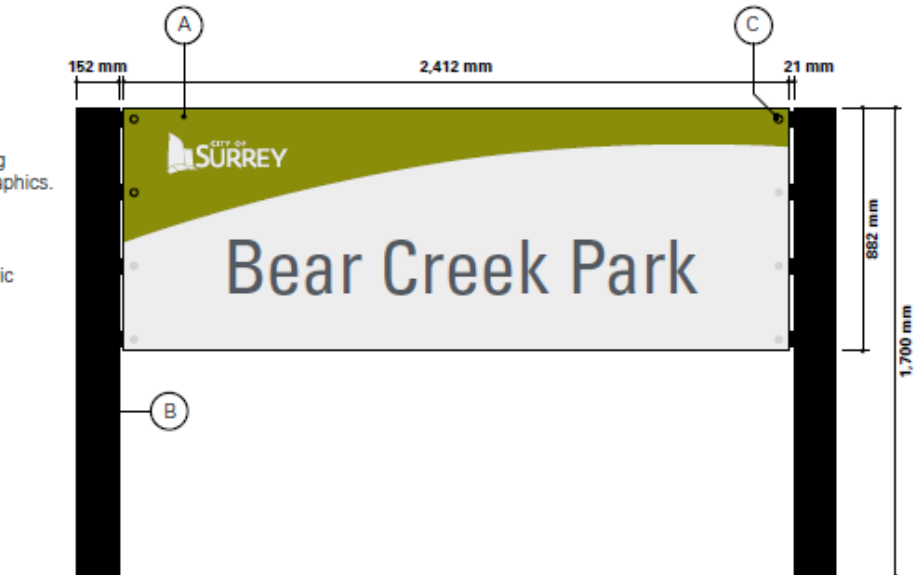
REFLECTIVE SHEETING



PMS 431C



BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

CITY LEVEL PARKS
PRIMARY ENTRY SIGN

PK1

MATERIALS

- (A) 1/4" inch steel powder-coated panels with reflective sheeting base and screened or vinyl graphics. A clear 4 mil polyester over-laminate anti-graffiti film (3M product 8991 or equal) must be applied over all graphic sign surfaces.
- (B) 6" square metal tube posts with welded support tabs painted black
- (C) Bolt heads to be painted or capped to match graphics

NOTES





Sign contractor to confirm site conditions prior to fabrication

Detailed construction drawing available upon request

Retrofit applications to be reviewed individually

Backside of the sign to be left in powder coated condition or to be signed with park name (same graphic application as front)

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

CITY LEVEL PARKS
PRIMARY ENTRY SIGN
WITH 3RD PARTY NAME

PK2

MATERIALS





- (A) 0.08" gauge aluminum panel with reflective sheeting base and screened or vinyl graphics
- (B) 4" square metal tube posts painted black used for all park entry signs
- (C) Bolt holes drilled 76mm from top edge or bottom edge of panel. Sign information to never conflict with bolt heads & washers.

NOTES

OPTION: backside of sign panel to have applied 3M Opaque Graphic Film to match PMS 431C

Top of post to align with top of sign panel

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

CITY LEVEL PARKS
SECONDARY ENTRY SIGN

PK3

MATERIALS

- (A) 1/4" inch steel powder-coated panels with reflective sheeting base and screened or vinyl graphics. A clear 4 mil polyester over-laminate anti-graffiti film (3M product 8991 or equal) must be applied over all graphic sign surfaces.
- (B) 6" square metal tube posts with welded support tabs painted black.
- (C) Bolt heads to be painted or capped to match graphics

NOTES





Sign contractor to confirm site conditions prior to fabrication

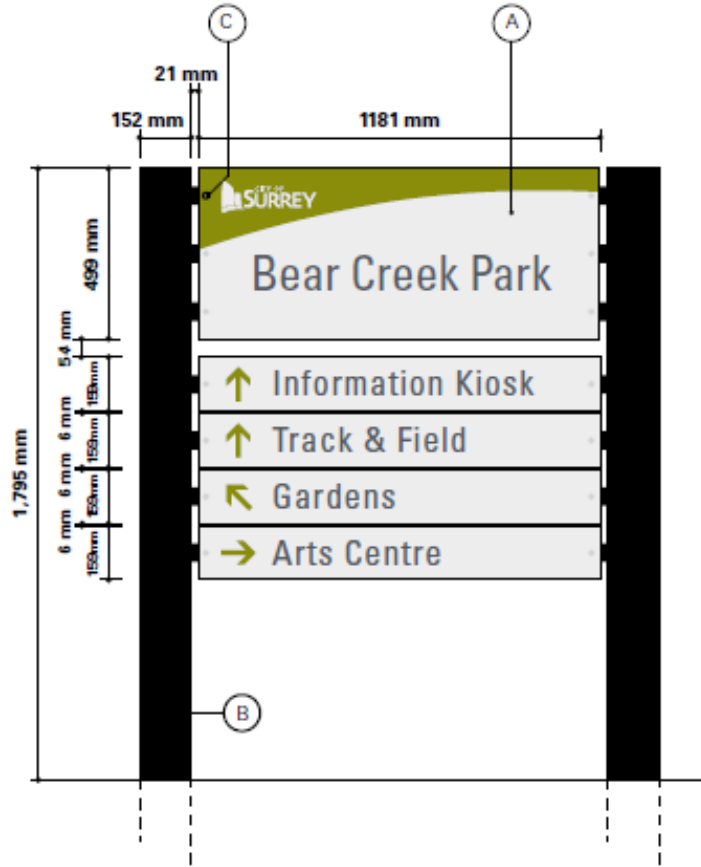
Detailed construction drawing available upon request

Retrofit applications to be reviewed individually

Backside of sign panel to have applied 3M Opaque Graphic Film to match PMS 431C

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

CITY LEVEL PARKS
DRIVEWAY DIRECTIONAL SIGN

PK4

MATERIALS

- (A) 1/4" inch steel powder-coated panels with reflective sheeting base and screened or vinyl graphics. A clear 4 mil polyester over-laminate anti-graffiti film (3M product 8991 or equal) must be applied over all graphic sign surfaces.
- (B) 6" square metal tube posts with welded support tabs painted black
- (C) Bolt heads to be painted or capped to match graphics

NOTES

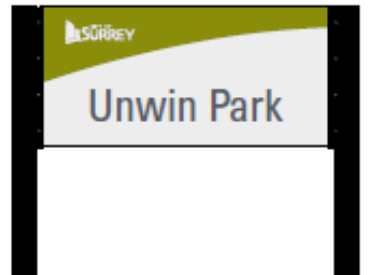
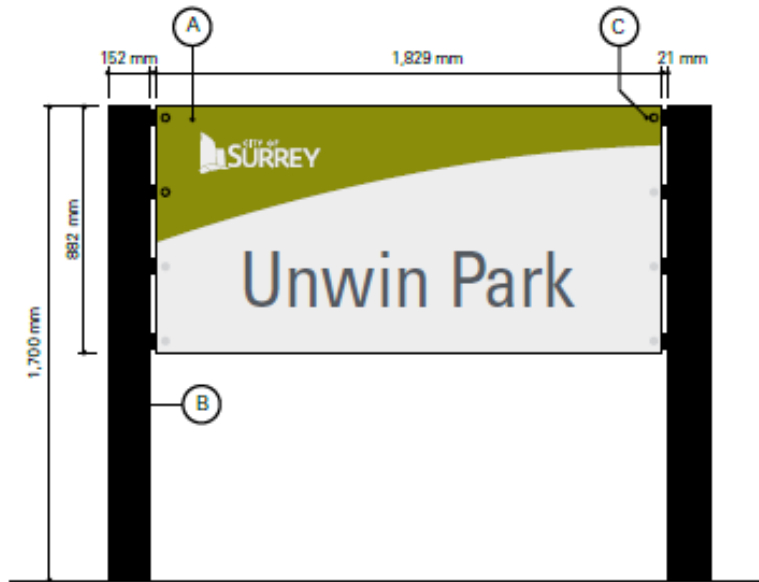
Sign contractor to confirm site conditions prior to fabrication

Detailed construction drawing available upon request

Retrofit applications to be reviewed individually

Backside of sign panel to have applied 3M Opaque Graphic Film to match PMS 431C

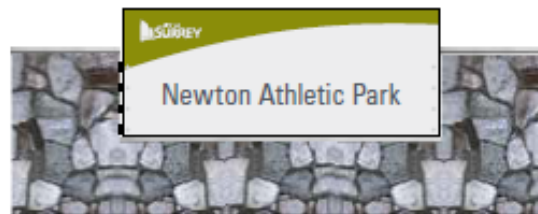
Sign placement shall follow specified location in plan. If not specified in the plan, place sign perpendicular to the road on right hand side of entrance to parking.



If sign is 2-sided, the brackets should be changed to enable a double-sided sign to slide into place.

COLOURS

- PMS 582C
- REFLECTIVE SHEETING
- PMS 431C
- BLACK



Main park entry sign – retrofit application example if use of existing stone base required

SECTION 2

PARKS RECREATION AND CULTURE SIGNS

COMMUNITY LEVEL PARKS PRIMARY ENTRY SIGN

PK5

MATERIALS





- (A) 0.08" gauge aluminum panel with reflective sheeting base and screened or vinyl graphics
- (B) 4" square metal tube posts painted black used for all park entry signs
- (C) Bolt holes drilled 76mm from top edge or bottom edge of panel. Sign information to never conflict with bolt heads & washers.

NOTES

OPTION: backside of sign panel to have applied 3M Opaque Graphic Film to match PMS 431C

Top of post to align with top of sign panel

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

COMMUNITY LEVEL PARKS
SECONDARY ENTRY SIGN

PK6

MATERIALS





- (A) 0.08" gauge aluminum panel with reflective sheeting base and screened or vinyl graphics
- (B) 4" square metal tube posts painted black used for all park entry signs
- (C) Bolt holes drilled 76mm from top edge or bottom edge of panel. Sign information to never conflict with bolt heads & washers.

NOTES

OPTION: backside of sign panel to have applied 3M Opaque Graphic Film to match PMS 431C

Top of post to align with top of sign panel

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



MATERIALS





- (A) 0.08" gauge aluminum panel with reflective sheeting base and screened or vinyl graphics
- (B) 4" square metal tube posts painted black used for all park entry signs
- (C) Bolt holes drilled 76mm from top edge or bottom edge of panel. Sign information to never conflict with bolt heads & washers.

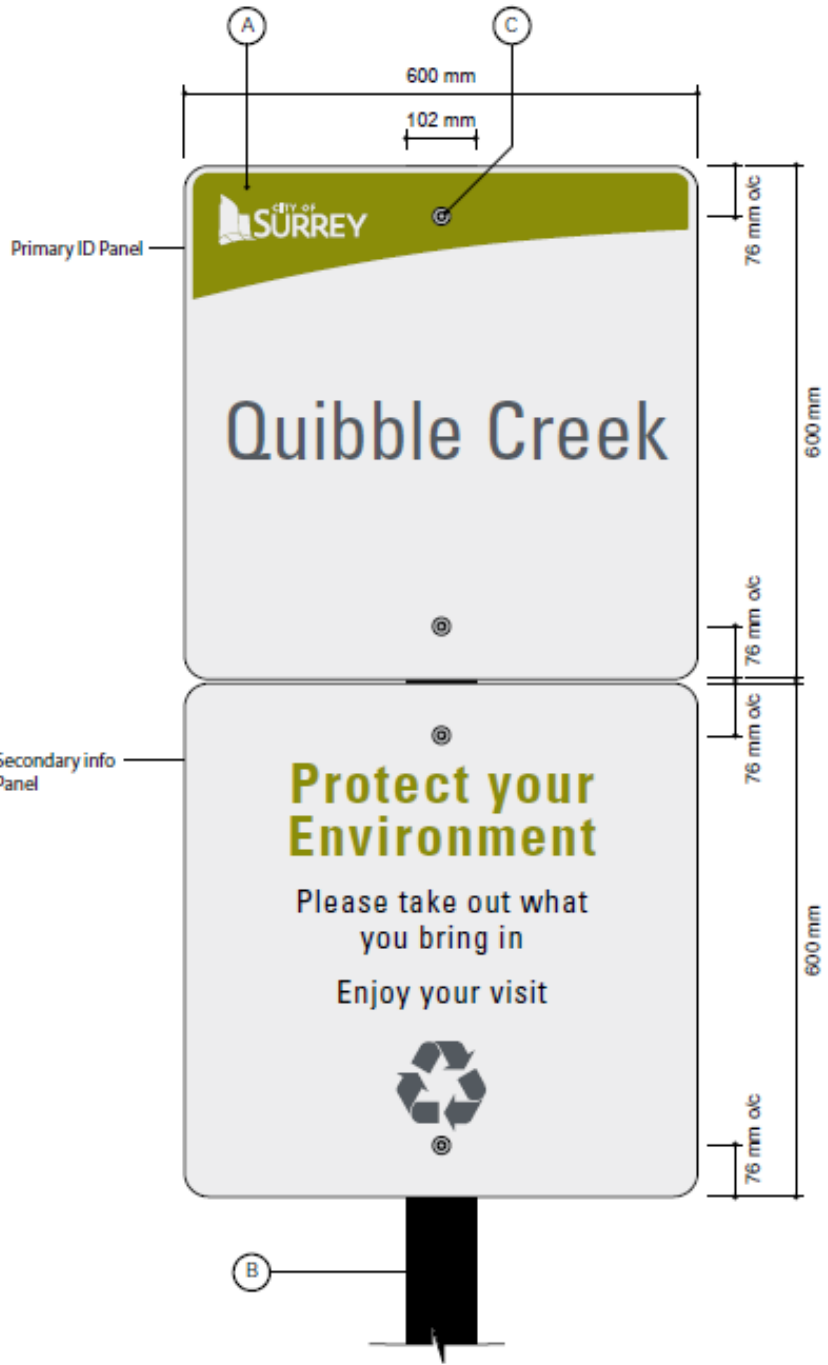
NOTES

Sign to be installed on the right-hand side of trail at trail head.

Top of post to align with top of sign panel.

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

NEIGHBOURHOOD LEVEL PARKS
NATURAL AREA ENTRY SIGN

PK8





MATERIALS

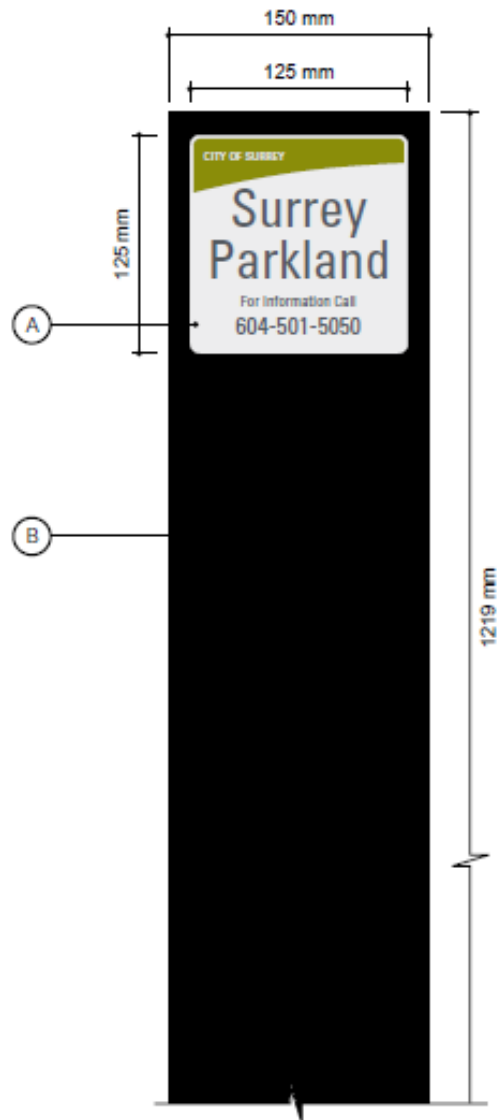
- (A) 0.08" gauge aluminum panel with reflective sheeting base and screened or vinyl graphics
- (B) 150mm square metal tube or wood posts painted black to stand 1219mm tall

NOTES

Mounting method TBD by sign contractor.
Note screw or bolt heads, if used, to not conflict with sign information

COLOURS

-  PMS 582C
-  REFLECTIVE SHEETING
-  PMS 431C
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

UNNAMED CITY PARKLAND
AND TRAIL MARKER

PK11

MATERIALS

- (A) Curved 2" metal frame roof w/ sheet metal roof painted to match Pantone 582C
- (B) Screened white logo
- (C) Square 4" steel tube frame powder coated black
- (D) Hinged access panel w/ aluminum frame 93.5" x 45.5" visible graphic area

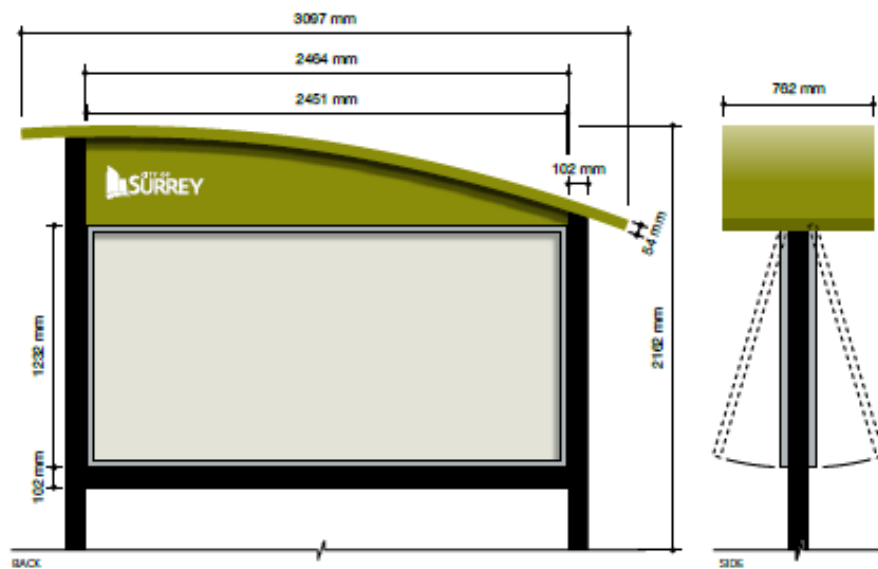
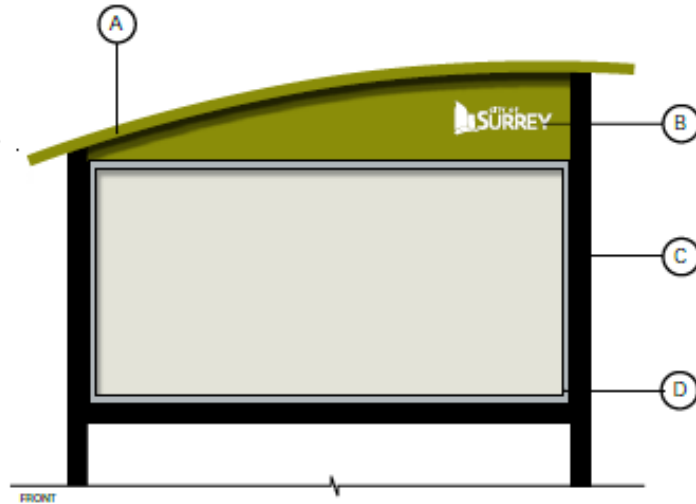
NOTES

Sign contractor to confirm site conditions prior to fabrication.

Detailed construction drawing available upon request

COLOURS

- PMS 582C
- WHITE
- BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

PARK INTERPRETIVE SIGNS
PARK INFO KIOSK

PT1

MATERIALS

- (A) Curved 2" metal frame roof w/ sheet metal roof
Painted to match Pantone 582C
- (B) Screened white logo
- (C) Square 4" steel tube frame powder coated black
- (D) 48" x 60" Graphics area

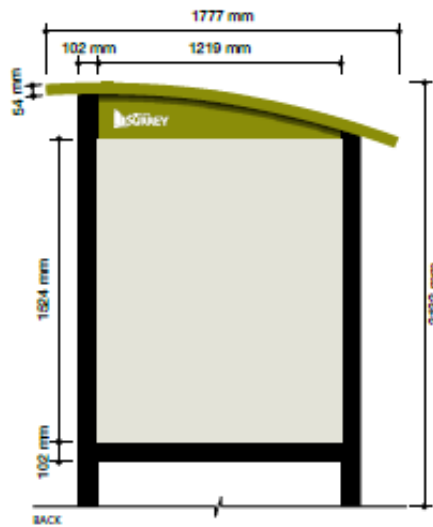
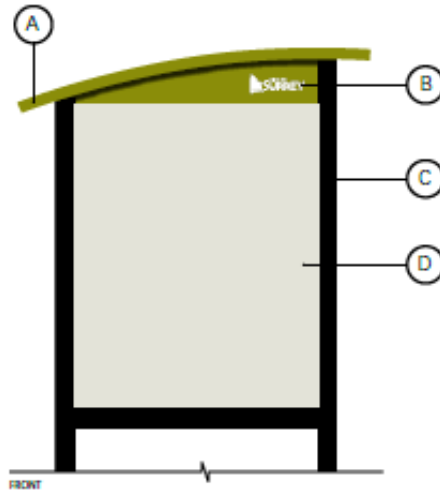
NOTES

Sign contractor to confirm site conditions prior to fabrication

Detailed construction drawing available upon request

COLOURS

-  PMS 582C
-  WHITE
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

PARK INTERPRETIVE SIGNS
TRAILHEAD SIGNS

PT2

MATERIALS

- (A) Curved 2" metal frame roof w/ sheet metal roof
Painted to match Pantone 582C
- (B) Screened white logo
- (C) Square 4" steel tube frame powder coated black
- (D) 25" x 36" Graphics area

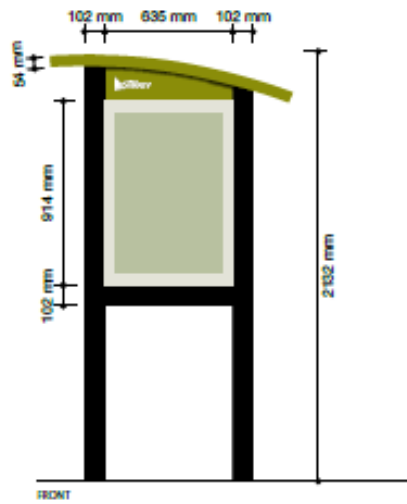
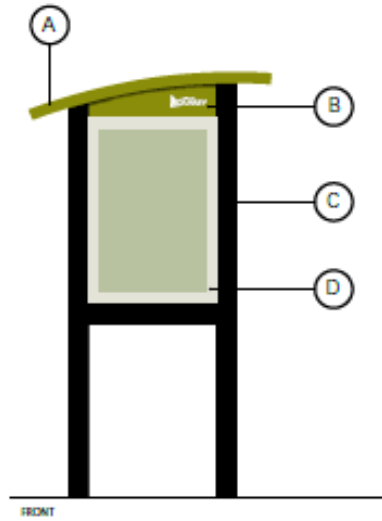
NOTES

Sign contractor to confirm site conditions prior to fabrication

Detailed construction drawing available upon request

COLOURS

-  PMS 582C
-  WHITE
-  BLACK



SECTION 2

PARKS RECREATION
AND CULTURE SIGNS

PARK INTERPRETIVE SIGNS
TRAILHEAD SIGNS - SMALL

PT3

MATERIALS

- (A) Secure fasteners
- (B) Holes drilled for secure fasteners
Size TBD
- (C) 1/4" Steel support tabs welded to post
- (D) 6" square metal tube posts
powder coated black

NOTES

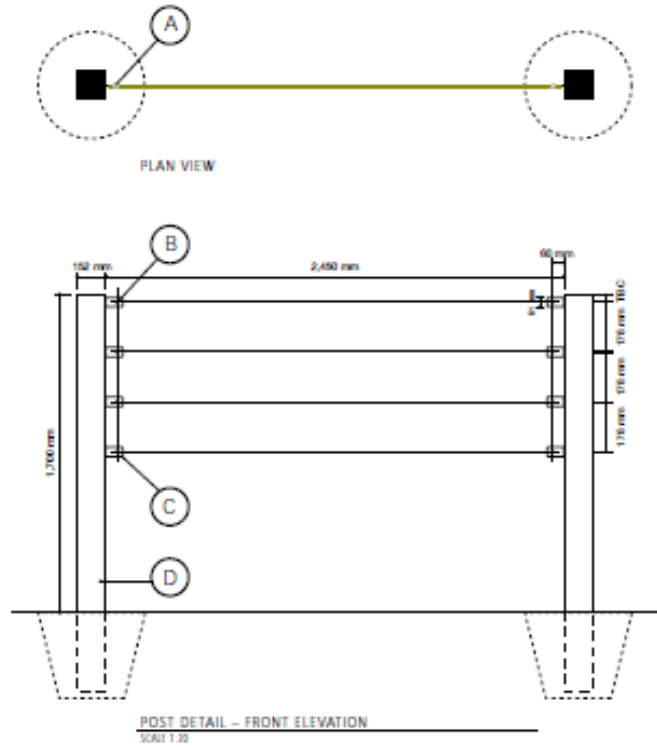
Sign contractor to confirm site conditions prior to fabrication

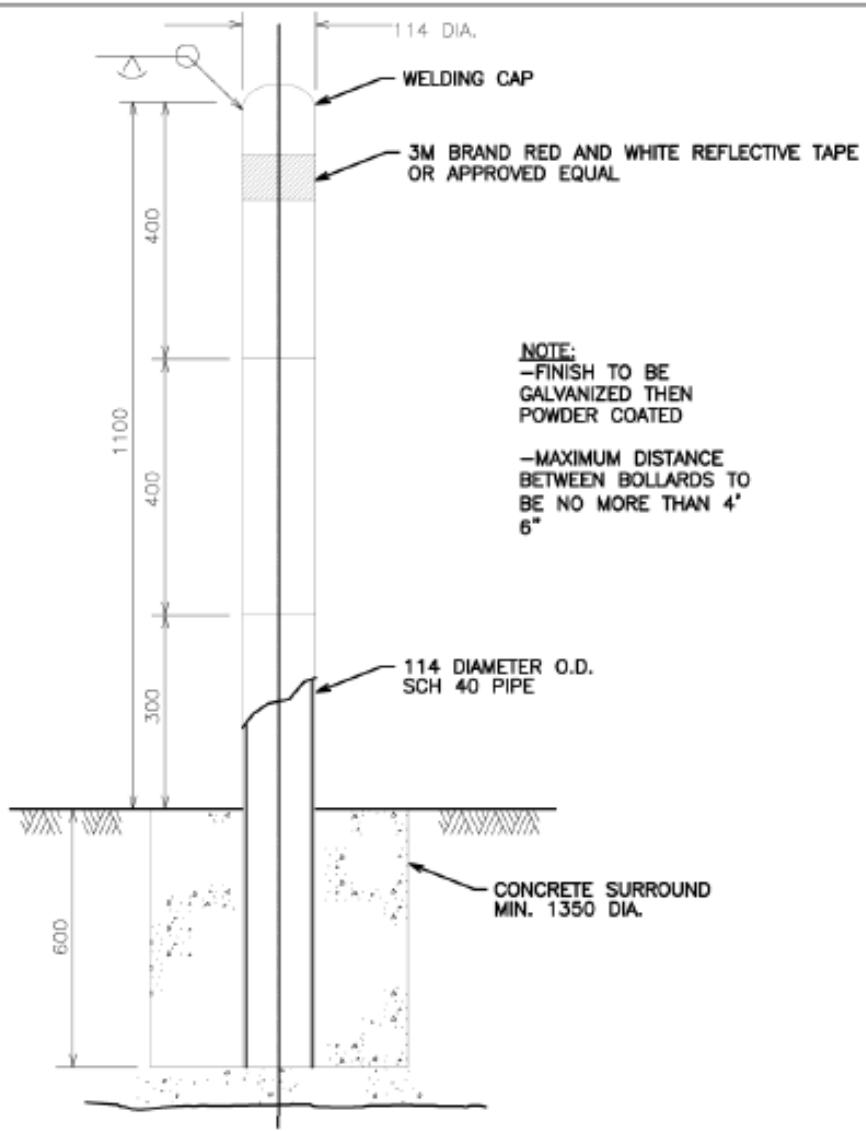
Footing details TBD individually

Retrofit applications to be reviewed individually

COLOURS

 BLACK






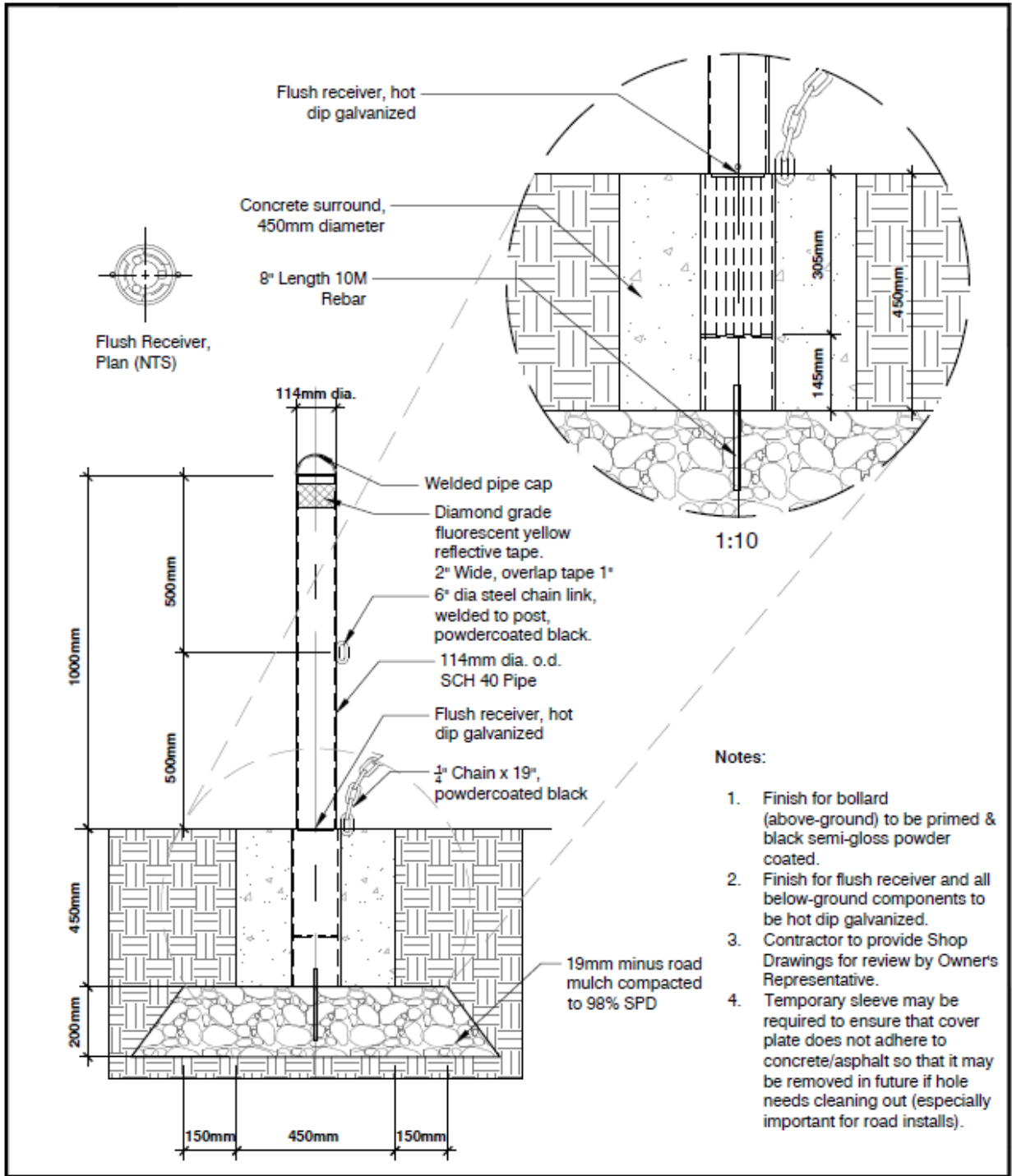
NOTE:
 -FINISH TO BE GALVANIZED THEN POWDER COATED
 -MAXIMUM DISTANCE BETWEEN BOLLARDS TO BE NO MORE THAN 4' 6"

 **CAST IN PLACE BOLLARD**
 NOT TO SCALE

TITLE
CAST IN PLACE CONCRETE BOLLARD

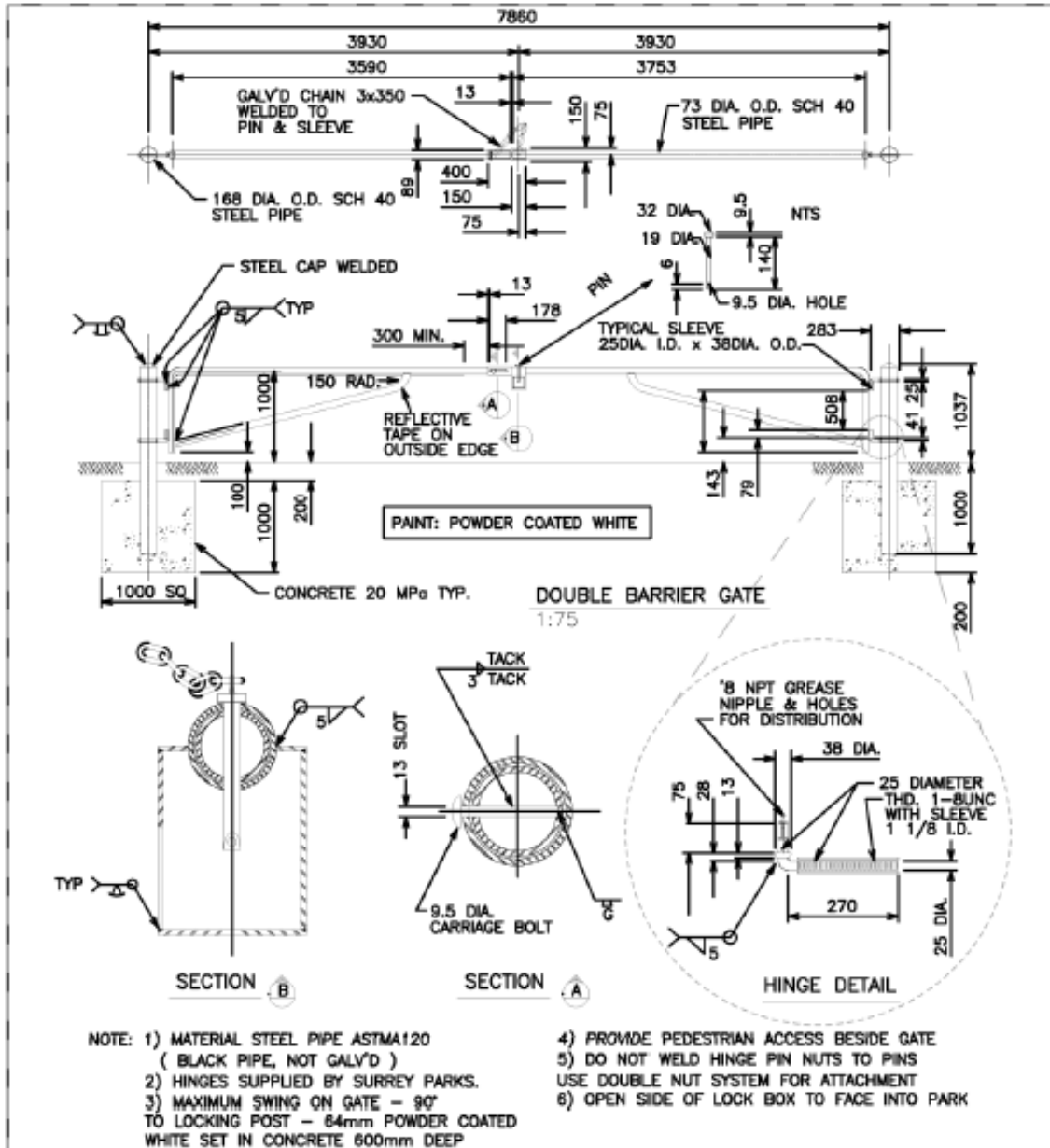
ALL DIMENSIONS SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED

	REVISION DATE	APPROVED	SCALE	AS NOTED	 DRAWING NUMBER SSD-PK6060
1	JAN 2006	TLU	DATE	06/02	
2	JUNE 2009		DRAWN	----	
3			REVISION	1	
4			APPROVED		

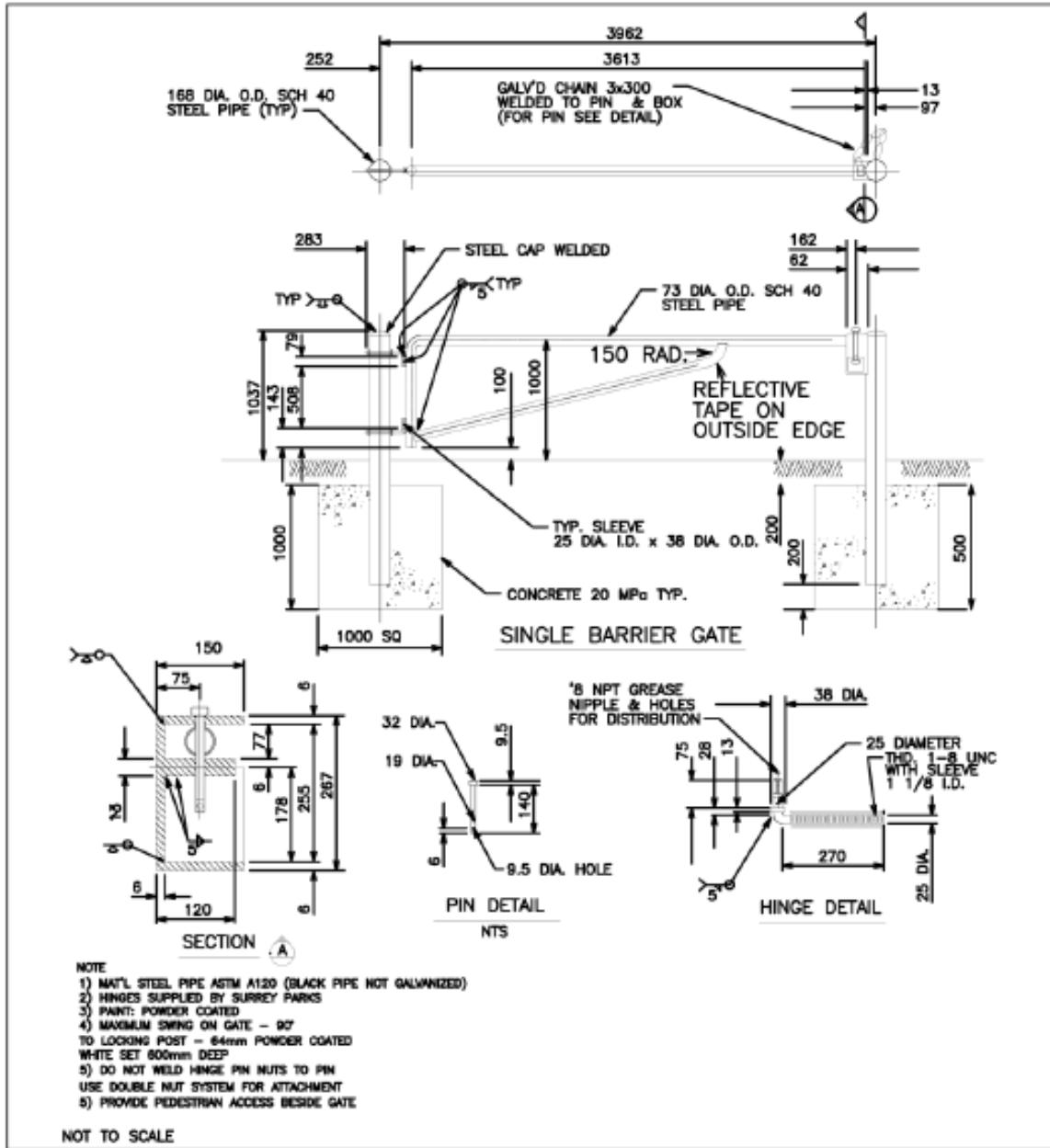


- Notes:
1. Finish for bollard (above-ground) to be primed & black semi-gloss powder coated.
 2. Finish for flush receiver and all below-ground components to be hot dip galvanized.
 3. Contractor to provide Shop Drawings for review by Owner's Representative.
 4. Temporary sleeve may be required to ensure that cover plate does not adhere to concrete/asphalt so that it may be removed in future if hole needs cleaning out (especially important for road installs).

REF SECTION --	REV DATE: --	
DRAWING TITLE	NOT TO SCALE	
REMOVEABLE BOLLARD	DRAWING NUMBER 6061A	




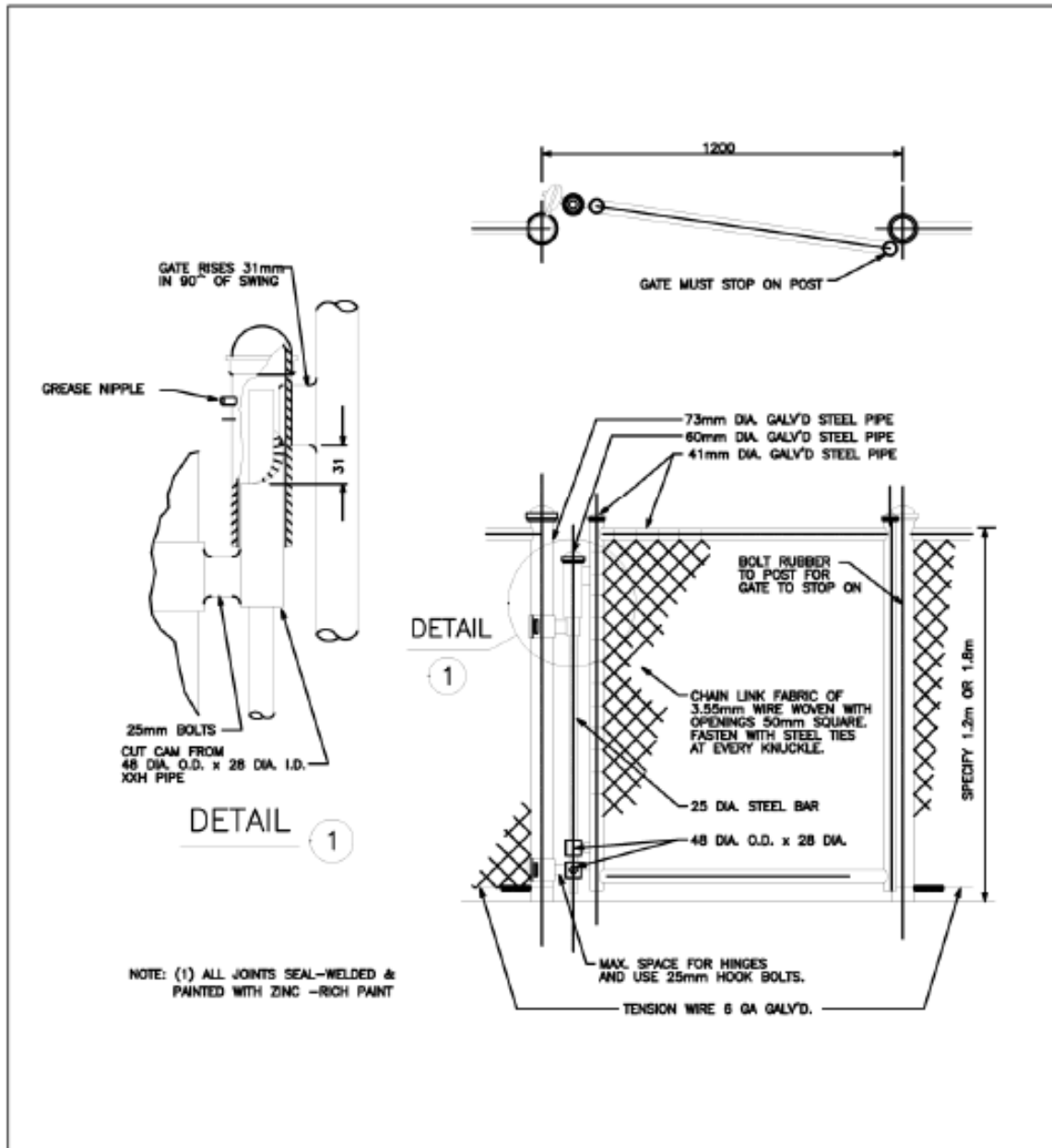
TITLE				
BARRIER GATE - DOUBLE				
ALL DIMENSIONS SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED				
	REVISION DATE	APPROVED	SCALE	AS NOTED
1	JAN 2006	TLU	DATE	06/02
2			DRAWN	---
3			REVISION	1
4			APPROVED	
				DRAWING NUMBER SSD-PK6100



TITLE
BARRIER GATE - SINGLE

ALL DIMENSIONS SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED


REVISION	DATE	APPROVED	SCALE	AS NOTED	 DRAWING NUMBER SSD-PK6101
1	JAN 2006	TLU	DATE	06/02	
2			DRAWN	----	
3			REVISION	1	
4			APPROVED		

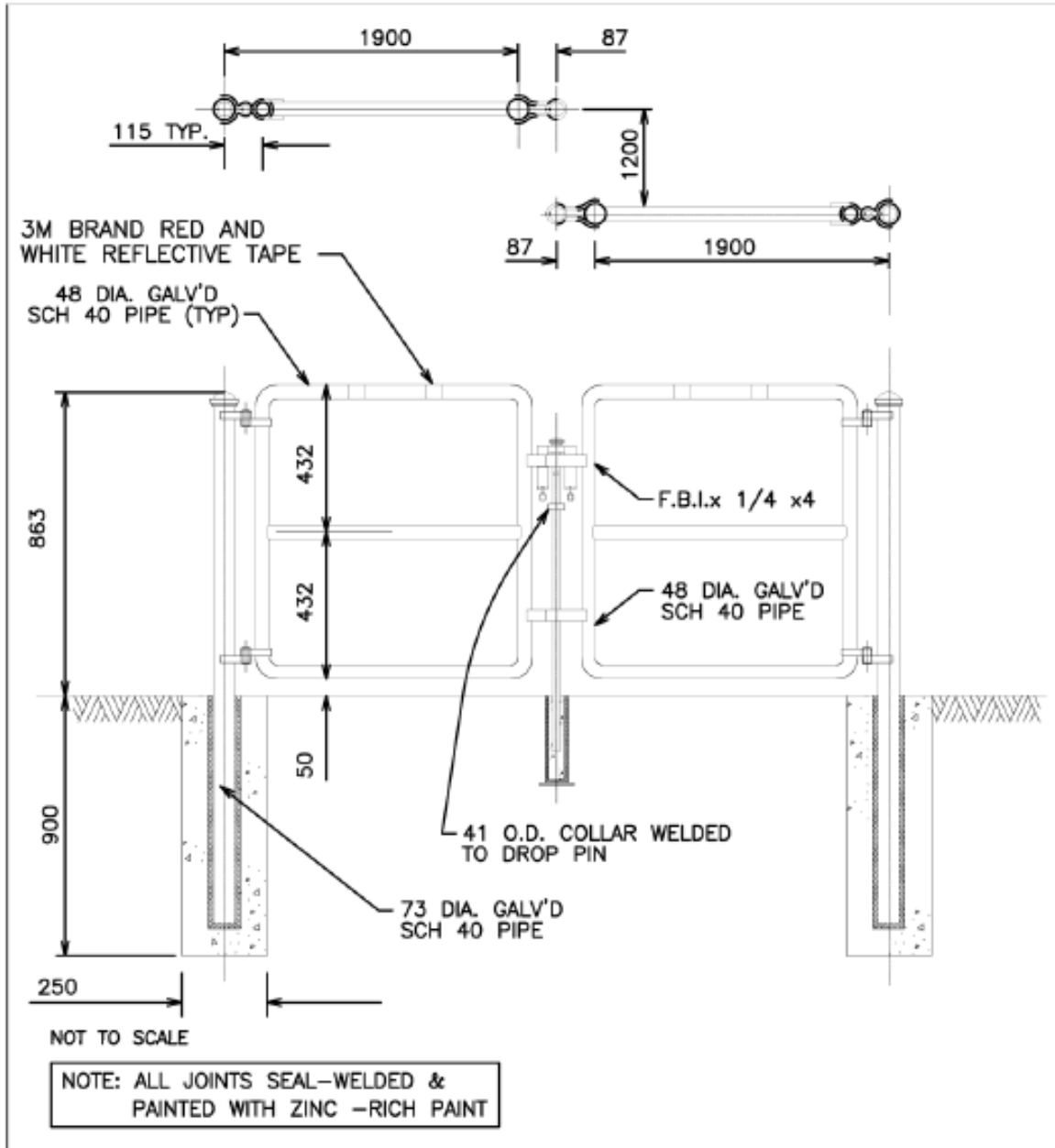


TITLE

SELF-CLOSING GATE- 1.2m AND 1.8m


ALL DIMENSIONS SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED

REVISION	DATE	APPROVED	SCALE	1:25	 DRAWING NUMBER SSD-PK6102
1	JAN 2006	TLU	DATE	06/02	
2			DRAWN	----	
3			REVISION	1	
4			APPROVED	TLU	



TITLE
BICYCLE BAFFLE

ALL DIMENSIONS SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED

	REVISION DATE	APPROVED	SCALE	AS NOTED	 DRAWING NUMBER SSD-PK6120
1	JAN 2006		DATE	06/02	
2			DRAWN	---	
3			REVISION	1	
4			APPROVED		

GENERAL NOTES:

ALL STEEL TO BE PRIMED 2 COATS & PAINTED S/G BLACK 2 COATS

MATERIALS LIST:

HSS FRAMES: CURVED $3\frac{1}{2}'' \times 3\frac{1}{2}'' \times \frac{1}{4}''$

HSS ROOF PURLINS: $5 \times 2 \times \frac{1}{8}''$

HSS BENCHES: $3 \times 2 \times \frac{1}{4}''$

ANGLE GUTTER: $2 \times 2 \times \frac{1}{4}''$

BARGE BOARD: $6 \times \frac{1}{2}''$ CURVED PLATE

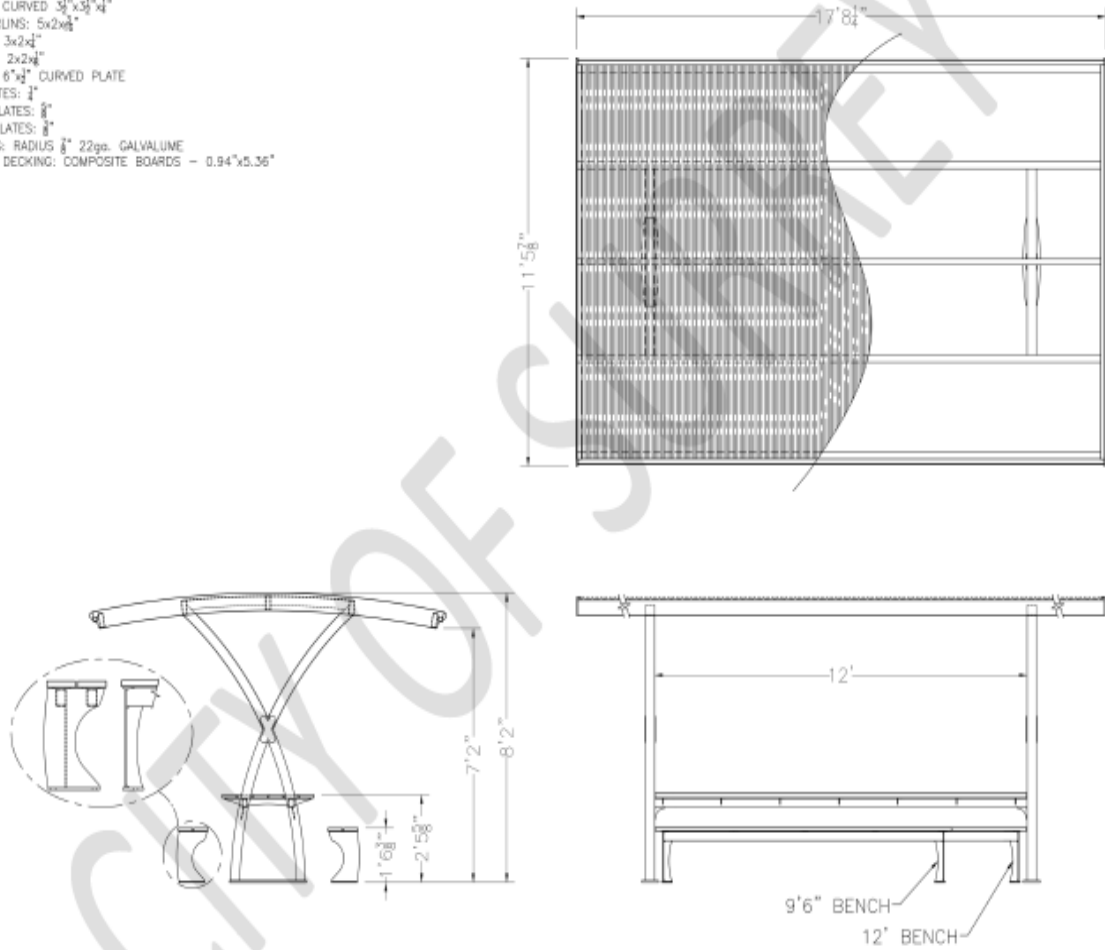
STIFFENER PLATES: $\frac{1}{2}''$

FRAME BASE PLATES: $\frac{3}{8}''$

BENCH BASE PLATES: $\frac{3}{8}''$

ROOF CLADDING: RADIUS $\frac{1}{4}''$ 22ga. GALVALUME

TABLE & SEAT DECKING: COMPOSITE BOARDS - $0.94 \times 5.36''$



18' X-SERIES SHELTER OVERVIEW
SCALE: 1/4" = 1'0"

- END OF PAGE -

SCHEDULE A-2 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every 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: _____

SCHEDULE A-3 – PRIME CONTRACTOR DESIGNATION

LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

24 In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime contractor" means, in relation to a multiple-employer workplace,

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-060-2025-002

Project Title and Site Location: Metal Fabrication Services – Park Fixtures

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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



**SCHEDULE B -
APPLICATION FOR A
STANDING OFFER AGREEMENT**

Request For Standing Offer Title: Metal Fabrication Services – Park Fixtures

Request For Standing Offer No.: 1220-060-2025-002

APPLICANT

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. 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 the 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 (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.

2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
 - (a) the Request;
 - (b) the specifications of Goods and scope of Services set out above and in Schedule A, to Attachment 1, of the Request;
 - (c) the Standing Offer Agreement;
 - (d) this Application;
 - (e) an Order (if any); and

- (f) other terms, if any, that are agreed to by the parties in writing.
3. 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.
4. The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

TABLE 1: FEES AND PAYMENT:

F.O.B. Destination,	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.	Ship Via:		
The Contractor will provide all labour, plant, materials, tools and equipment necessary for Metal Fabrication:				
Item #	Item Name			
Regular Labour and Equipment Rates: (7:00 a.m. to 5:00 p.m., Monday through Friday)		Weekly	Daily	Hourly
1	Metal Fabrication (Industrial – Commercial)	\$	\$	\$
2	Welder	\$	\$	\$
3	General Labour	\$	\$	\$
4	Additional Labour; Specify: _____	\$	\$	\$
5	Additional Labour; Specify: _____	\$	\$	\$
After Hours and Emergency Labour Rates within Normal Business Hours:				Hourly
6	Metal Fabrication (Industrial – Commercial)			\$
7	Welder			\$
8	General Labour			\$
9	Additional Labour; Specify: _____			
10	Additional Labour; Specify: _____			
Equipment Rates (Including Operator):		Weekly	Daily	Hourly
11	Equipment: _____ State size _____ and make _____	\$	\$	\$
12	Equipment: _____ State size _____ and make _____	\$	\$	\$
13	Equipment: _____ State size _____ and make _____	\$	\$	\$
Note: Overheads including but not limited to permits, licenses, drawings, mileage, truck charges, fuel costs and surcharges, parts, transportation, environmental protection and safety measures, sub-contractors, mobilization, demobilization, traffic control, site clean-up and disposal of debris, General Conditions and Profit are to be included in the above amounts.				
CURRENCY: Canadian				

The labour rates are all inclusive including, without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, overhead and profit.

Goods and materials are to be itemized (in detail) and charged separately.

Tradesman hourly labour rates are to be firm for a period of twenty-four (24) months.

TABLE 2: OVERTIME RATES APPLY AT WHAT TIME?

Overtime Rates apply at the following time:

Between _____ hrs. & _____ hrs. Monday to Friday; and
Between _____ hrs. & _____ hrs. Weekends and Holidays.

TABLE 3: RESPONSE TIMES:

Type of Service Required	Maximum Response Time In Hours
Regular Service Response Time will be next day.	
Emergency Service Response Time during Regular and Outside of Regular hours.	Within 1 hour

5. In addition to the warranties provided in the Standing Offer Agreement this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

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

7. Applicant's references (name and telephone number). The City's preference is to have a minimum of three references;

8. Applicant should provide information on 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: _____

9. Applicants should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Description of Goods and Services	Sub-Contractors Name	Years of Working with Applicant	Telephone Number and Email

10. I/We have reviewed the Draft Standing Offer Agreement. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the Standing Offer Agreement, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)

11. The City of Surrey requires that the successful Applicant have the following in place before performing 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,
 - (b) Workers' Compensation Registration Number _____;
 - (c) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
 - (d) 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 [Contractors Certificate of Insurance](#);
 - (e) City of Surrey or Intermunicipal Business License: Number _____;
 - (f) If the Applicant's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (g) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

Section	Requested Departure / Alternative(s)

12. The Applicant acknowledges that the departures it has requested in Sections 10 and 11 of this Application will not form part of the Agreement unless and until the City agrees to

them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

13. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the Standing Offer Agreement, submit this Application in response to the Request.

This Application is offered by the Applicant this _____ day of _____, 2025.

APPLICANT

I/We have the authority to sign on behalf of the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)