ABBOTSFORD

ANNUAL HIRED EQUIPMENT GUIDE AND SCOPE OF WORK

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1 PROGRAM OVERVIEW

The Annual Hired Equipment Program is in place to provide additional external resources on an as needed when needed basis. This Guide has been developed to provide all qualified Hired Equipment contractors and Owner/operators (Dump Trucks) an overview of the program. Within this guide you will find the scope of services, registration process, equipment categories, guidelines for equipment rotation, general requirements, general terms and conditions, and the invoicing process and requirements. All Qualified companies are invited to submit a complete registration package for the City of Abbotsford's Hired Equipment Program, to perform ad hoc work on an as, if and when required basis.

2 SCOPE OF SERVICES

2.1 Purpose:

2.1.1 To identify and obtain information from interested Contractors to enhance the City's long standing hired equipment process, to provide an operational framework intended to guide the City's Engineering and Parks Operations Divisions in the hiring of entities with construction and landscape equipment for hire and to establish a list of pre-qualified contractors.

2.1.2 It is understood and agreed by the Contractor that should it be selected by the City, it will result in a standing offer agreement ("Standing Offer") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any 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.

2.1.3 If the City selects any Contractor in relation to a particular work assignment, the City would contact the Contractor by telephone or email, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its availability, together with the acceptability of the time, place and other work-specific information communicated by the City, by ***physical reporting to the work site ready to perform as specified by the City***, and as contemplated under this Hired Equipment Registration process.

2.1.4 Contractors do not need to offer all of their equipment in order for it to be selected by the City.

2.1.5 The City reserves the right to select equipment and/or services based on price, age of equipment, condition of equipment, availability, response time, previous experience of operator and performance with the City and/or references for previous contracts of a similar nature.

2.1.6 The allocation of work will be at the sole discretion of the City and the Contractor(s) 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 work to a Contractor(s) or to use its own forces to perform any portion of the work.

3 REGISTRATION PROCESS

3.1 Current Contractors:

3.1.1 All Current Contractors that are registered in the Hired Equipment Program will be provided the first right of refusal to continue their participation in the program annually. Each year the Current Contractors will be sent a letter to confirm that they wish to continue to be a part of the Hired Equipment Program. Once the letter is acknowledged and responded to the Contract will remain on the list and retain their seniority and position in the call out listing.

3.1.2 In acknowledging the confirmation letter the Contractor accepts all terms and conditions of the program. The contractor will maintain all insurance and documentation as set out in the program and the City of Abbotsford terms and conditions.

3.2 New Contractors:

3.2.1 Each year the City will post an opportunity for 4 weeks on the BC Bid website with a web link to the City of Abbotsford – Bonfire web portal to provide an opportunity for any new Contractors to register for the Hired Equipment Program. All new contractors will be added to the bottom of the existing list for each equipment category and will be called out as defined in this guideline.

3.2.2 New Registrants will only be added to the program once per year through the annual registration process.

3.3 Registration Location:

3.3.1 All registrations are to be downloaded and submitted through the City of Abbotsford Bonfire web portal. Each year the Hired Equipment Program will be assigned a new project number and the registration process will be posted for open registration.

3.3.2 The following sites are where the program will be found for new registrants:

- BC Bid– You will be directed to Bonfire for registration

- Abbotsford's Bonfire Hub

If you have any issues with registering, please contact:

Procurement Division
Tel: 604-864-5524
e-mail: purchasing@abbotsford.ca

3.4 Program Documentation:

3.4.1 All Contractors registering for the hired Equipment program will have downloaded and reviewed all the Documentation as a part of the program and by signing and submitting the registration package the Contractor is acknowledging that they fully understand all of the requirements including rotations of work and the City's General Conditions.
The Documentation for the program will include:

- Hired Equipment Registration Form (Company Only)
- Hired Equipment Rate Sheet (Required for each Category of Equipment)

New Companies that are registering and are not currently set up as a vendor with the City of Abbotsford must also submit a complete a New Supplier Account Information form. A void cheque must be included with this form to be accepted for (EFT) Electronic Funds Transfer.

- https://bit.ly/coa-vendor-form

3.5 Registration Requirements:

3.5.1 All Registration Packages must include the following completed in full:

3.5.1.1 Hired Equipment Registration Form (Company Only)
3.5.1.2 Hired Equipment Rate Sheet (Each Category of Equipment)
(Each Category of Equipment must have a separate Rate Sheet completed)
e.g.: if you have 4 excavators that are the same rate only submit 1 rate sheet for the excavator category.

Once registrations are complete all Equipment will be added to the appropriate list and rotated as defined in this guide.

4 EQUIPMENT CATEGORIES

4.1 The Hired Equipment Program includes the following categories:

- Tandem Dump Trucks
- Mini / Compact Excavators - Less than 21,000 lbs (9,526 kg)
- Excavators - Greater than 21,000 lbs (9,526 kg)
- Excavators (Long Boom) - Greater than 21,000 lbs (9,526 kg)
- Backhoes
- Skid Steers
- Vacuum Trucks (Vacuum Only)
- Vacuum / Flush Combination Trucks
- Hydro Excavation Trucks (Excavation Only not Combination Trucks)
- Graders
- Water Trucks with Spray Bar
- Miscellaneous Equipment (Combination Units)
- Other

4.2 Excavators - Greater than 21,000 lbs (9,526 kg):

4.2.1 Work will be rotated equally unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.3 Excavators Long Boom - Greater than 21,000lbs (9,526 kg):

4.3.1 Work will be rotated equally unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.4 Backhoes:

4.4.1 Work will be rotated equally unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.5 Skid Steers:

4.5.1 Work will be rotated equally unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.6 Mini Excavators - Less than 21,000 lbs (9,526 kg):

4.6.1 Work will be rotated equally unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work

4.7 Vacuum Trucks (Vacuum Only):

4.7.1 Work will be rotated equally unless a specific size of equipment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.8 Vacuum/Flush Combination Trucks:

4.8.1 Work will be rotated equally unless a specific size of equipment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.9 Hydro Excavation Trucks (Excavation Only not Combination Trucks):

4.9.1 Minimum requirement for Hydro Excavation is 5,000 CFM Suction and 10 Cubic Yards of Storage capacity. (CFM specs & Storage Capacity is to be noted on the Rate Sheet)

4.9.2 Work will be rotated equally unless a specific size of equipment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.10 Graders:

4.10.1 Work will be rotated equally unless a specific size of equipment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

4.11 Miscellaneous Equipment (Combination Units):

4.11.1 Work will be rotated equally between similar pieces of equipment unless a specific size of equipment, Bucket, or Attachment is requested to perform the work. The first company on the priority list that meets the specific requirements of the equipment requested will be awarded the work.

In this category some companies may be able to provide a combination of equipment such as a Dump Truck and another piece of equipment on a trailer (Excavator, Skid Steer, etc.). The City would expect that the Contractor provide a single hourly rate for the Combination Units with all attachments included.

4.12 Dump Trucks (Tandem Axle):

4.12.1 Work will be rotated equally through the list of Registered Dump Trucks. If a transfer or pup trailer is required, the same rotation will be followed utilizing the Contractors that have the specified equipment available.

4.12.2 Each Dump Truck/Tandem application is to be accompanied by a rate sheet for each vehicle that will be registered:

4.12.2.1 a complete list stating the make, model, year, and capacity of each unit, and the type of material it is suitable for hauling

4.12.2.2 a copy of the motor vehicle insurance coverage for each such vehicle or where such vehicle is covered under a fleet insurance policy, a certified copy of such fleet insurance policy

4.12.2.3 the telephone number and name of the dispatcher who is to be contacted for the scheduling of trucks required

4.12.2.4 Valid WorkSafe BC number

4.12.3 Dump Truck Rates (Rates include all surcharges & fuel adjustments)

4.12.3.1 Dump Truck will provide Trucking Services at a set unit price as listed below:

a) Hourly Rate for use of Tandem Axle Dump Trucks
General Hauling $150.00 per hour

b) Hourly Rate for use of Tandem Axle Dump Trucks with Pup
General Hauling $170.00 per hour

c) Hourly Rate for use of Tandem Axle Dump Trucks – Quarry Rock
For Hauling Quarry Rock $160.00 per hour
(3"diameter plus)

4.12.4 Dump Truck Markings and Safety Features

4.12.4.1 All Contractor Dump Trucks must:

- Have operable tailgates
- Have steps into box
- Have the Contractor's name, address, phone number and GVW clearly painted and highly visible in all weather conditions, on the door(s) in lettering of at least 2" high. This information is to match the information on the supporting documentation. (e.g. insurance, vehicleregistrations, etc.).

5 EQUIPMENT ROTATION

5.1 Prioritizing equipment list by category of equipment:

5.1.1 Individual pieces of equipment will be sorted into separate equipment categories. Within each category, the companies will be listed in order of their Average Hourly Rates in each category (Low to High), then by Company Name by ascending alphabetical order. Companies in each category will be offered first right of refusal if when a request is received for that equipment. In such situations the following parameters will be used to determine the order of equipment in a category:

5.2 Guidelines for safety requirements for Hired Equipment:

5.2.1 The safety requirements any equipment shall not be limited by this Application. Nor can it be expected that the requirements described shall apply to all types of equipment.

5.2.2 This Application is primarily intended to give a picture of the operators' requirements for equipment intended for construction and landscape use, so that the necessary precautions may be taken before the equipment is ordered and utilized. Failure to observe safety requirements including the appropriate use of personal protective equipment will be grounds fortermination.

6 GENERAL REQUIREMENTS

6.1 All Contractors must:

6.1.1 Satisfy and maintain all physical requirements set by the City for the type of equipment involved (e.g. providing a piece of equipment with specific physical characteristics (width, height, weight etc.) to best serve site conditions and the nature of the work)
6.1.2 Have a current safety test and inspection report
6.1.3 Proof of vehicle insurance with a minimum of $5,000,000 public liability coverage and commercial vehicle inspection report
6.1.4 All equipment and trucks must be equipped with functioning high visibility, multi- directional amber flashing beacon(s) for slow moving type of equipment.
(e.g. backhoes), per-inspection in accordance with WorkSafe BC regulations
6.1.5 All equipment and trucks are to be equipped with an operating back-up alarm
6.1.6 All equipment must be equipped with an operable hourmeter
6.1.7 Be fully conversant in the safe operation of the vehicle/equipment
6.1.8 Understand and work in compliance with all WorkSafe BC regulations
6.1.9 Ensure that WorkSafe BC coverage is maintained and kept current
6.1.10 Owner/Operators are required to produce a letter in good standing from WorkSafe BC
6.1.11 Provide equipment licensed to operate within the Province of British Columbia Equipment without the appropriate documentation will not beordered
6.1.12 Have an operator's manual on board all equipment as per WorkSafe BC's requirements
6.1.13 Ensure that the equipment is properly and fully licensed and that insurance is current and in compliance with the City's requirements. Any changes made must be reported to

the City before acceptance of any work subsequent to the change

6.1.14 Ensure that only the specified registered equipment contracted for hire is dispatched

6.1.15 Ensure that the operator has and maintains a valid Province of British Columbia driver's license for the class of vehicle being driven

6.1.16 Ensure that the operator is fully trained in the safe operation of the equipment

6.1.17 Ensure that the operator can communicate in the English language

6.1.18 Ensure that the operator has a good understanding of the City street system

6.1.19 Ensure unsafe equipment is not provided

6.1.20 Ensure equipment is operated in a safe manner

6.1.21 Immediate correction when an unsafe equipment or an unsafe operation is identified; or when any activity or situation is identified and deemed not to be in compliance with any provisions of the Agreement

6.1.22 Comply with all provisions of the Agreement and all laws and regulations applicable to the place of work, whether Federal, Provincial or Municipal, including but not limited to:

6.1.22.1 Occupational Health and Safety Act; and

6.1.22.2 Environmental Act.

6.1.23 Shall notify the City of any material changes in equipment availability, and the information contained in the above requirements, as soon as practicable after a material change comes to the attention of the Contractor. The City may request updated versions of the above requirements at any time, and the Contractor shall deliver updated versions promptly following a City request.

6.1.24 Comply with the City's Vaccination Policy. Any costs incurred in complying with this policy will be the sole responsibility of the Contractor. Please see the link below: https://www.abbotsford.ca/sites/default/files/2022-01/City%20of%20Abbotsford%20Vaccination%20Policy%20Jan%2020%202022.pdf

6.2 Operator requirements (Personal Protective Equipment)

6.2.1 All Contractors must:

6.2.1.1 Have and wear a high visibility safety vest (yellow tape) and hardhat when working off the vehicle on any job site

6.2.1.2 Wear leather work (safety) boots (steel toe and sole puncture protection) that lace up over the ankle at all times or other CSA approved footwear

6.2.1.3 Wear appropriate work clothing at all times (e.g. long pants and shirts with sleeves). Absolutely no vulgar language, slogans, pictures, etc. will be permitted

6.2.1.4 Have and wear leather grain work gloves

6.2.1.5 Have and wear hearing protection devices.

6.3 Equipment Maintenance:

6.3.1 It is the Contractors responsibility to provide fuel, oil, grease, filters, parts, service and labour required to maintain equipment in a safe operating condition. The City does not pay for the Contractor's service units that the Contractor uses to service its own equipment.

6.4 WorkSafe BC:

6.4.1 Pre-trip inspections are to be carried out on any mobile equipment the City hires (trucks, bobcats, pavers, loaders, excavators, etc.). All mobile equipment operators must perform pre-trip inspections of the equipment and record all inspections as per WorkSafe BC regulation #16.34:

6.4.2 Start of shift inspection

6.4.2.1 The operator must inspect the equipment before the start of operation on the shift and thereafter as required to ensure the safe operating condition of the equipment.

6.4.2.2 The operator must report defects and conditions affecting the safe operation of the equipment to the supervisor or employer.

6.4.2.3 Any repair or adjustment necessary for the safe operation of the equipment must be made before the equipment is used.

6.4.3 Contractors and/or mobile equipment operators must arrive on City's work sites with all personal protective equipment as per WorkSafe BC regulation #8.2.

6.4.4 Any fines levied by WorkSafe BC to the City for equipment that has not been recording pre-trip inspections will be deducted from the Contractor's invoice when submitted to the City for payment.

6.5 Responses and Callouts:

6.5.1 The Contractor is to establish a list of key contacts with telephone numbers from 7:00 a.m. to 5:00 p.m., Monday to Friday, for the purpose of responding to all calls from the City. There should also be a contact for after hours for emergencies. The Contractor may be requested to provide 365/24/7 hour emergency service. The response time for emergency call-out is within the hour from the time the call is received. The City reserves the right to obtain the services of an alternate source if any Contractor is unable to or fails to provide the Services within the specified time.

6.6 Worksite Expectations:

6.6.1 Warning and Dismissal Notices

6.6.1.1 Contractors will be expected to perform at a reasonable level. If a situation develops where such performance is not acceptable, a warning or a dismissal notice will be issued by the City. Normally, one warning notice will be issued before the City will consider dismissal of a piece of equipment and/or operator. For serious situations, a warning may be bypassed and a dismissal notice issued resulting in immediate dismissal. The following are possible reasons for dismissal, including but not limited to:

6.6.1.1.1 Failure to provide an operator/driver with the appropriate driver's license

for said piece of equipment

6.6.1.1.2 Equipment/truck mechanical condition. Equipment or trucks which show a history of breakdowns and/or not reporting for work or of being substituted for, will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the City. The Contractor will be required to produce copies of work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Furthermore, all equipment and trucks are to comply to the specifications and safety requirements in this Application Process or the unit will not be used

6.6.1.1.3 Operator's attitude, ability and actions

6.6.1.1.4 Failure to report to an assigned worksite

6.6.1.1.5 Failure to report to the work site at the assigned time

6.6.1.1.6 Failure to observe safety requirements including the appropriate use of personal protective equipment

6.6.1.1.7 Failure to bring equipment in for inspection, when requested to doso

6.6.1.1.8 Low productivity. The City will be aware of the productivity of all equipment hired. If a p i e c e o f hired equipment is not producing to full capacity, or it the operator is not capable of producing a good quality and quantity of work, and the situation is not corrected after having given proper notice to the Contractor, the Agreement may be terminated.

6.6.1.1.9 Failure to report to the City any damageclaims;

6.6.1.1.10 Failure to settle any property damage claims. Property damage will be documented by the City who will record the number of occurrences of property damage and/or the significance of any single incident. Abnormally high levels of damage due to operator error or damage of a repetitive nature is unacceptable

6.6.1.1.11 Failure to provide the City Representative with any and all documentation as requested.

7 GENERAL CONDITIONS

General Conditions

1. GOODS AND SERVICES

1.1. Goods and Services

1.1.1. The Provider covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement.

1.1.2. The City may from time to time, by written notice to the Provider, make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Provider according to the rates set out in this agreement.

1.1.3. The Provider will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in this agreement. The Provider will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

1.1.4. The Provider 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 Provider's experience and expertise. The Provider represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

1.2. Completion

1.2.1. Completion of the Services shall be completed within the time and in the manner, stipulated in this Agreement.

1.2.2 In the event of failure to meet this condition, the City shall be entitled to the return of all monies paid by the City on account of this Agreement and, in addition, may cancel this Agreement without liability or penalty and the Provider shall be held liable for any and all expenses or losses resulting from such failure.

2. LIMITED AUTHORITY

2.1. The Provider is not and this Agreement does not render the Provider an agent or employee of the City, and without limiting the above, the Provider 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 Provider will make such lack of authority clear to all persons with whom the Provider deals in the course of providing the Goods and Services.

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

3. FEES

3.1. Fees and Disbursements

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

3.1.2. For greater certainty, costs of general management, non-technical supporting services, general overhead, mobilization/demobilization, travel and all other items associated with the works 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.

3.1.3. No increases in price(s) will be accepted without prior written acceptance by the City.

4. PAYMENT

4.1. Subject to any contrary provisions set out in this agreement, the Provider will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Provider's name, address and telephone number, the City's purchase order number, the Provider's invoice number, the names, charge out rates and number of hours worked in the previous month of all employees and sub-contractors of the Provider that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month, the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Provider will on request from the City provide receipts and invoices for all Disbursementsclaimed.

4.2. If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Provider.

4.3. The City may hold back from payments 10% of the amount the City determines is payable to the Provider until such time the City provides final approval of completion of work, if applicable.

4.4. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Provider is in any manner released from its obligation to comply with this Agreement.

4.5. Payments to Providers will be made through Electronic Funds Transfer (EFT), directly into the Provider's bank account. The Provider can obtain an EFT application form from the City's website.

4.6. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money ofCanada.

4.7. If the Provider is providing Services, and 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 Provider; or (b) the amount required under applicable tax legislation. Invoices will be submitted by the Consultant by mail to: Accounts Payable Department, 32315 South Fraser Way, Abbotsford, BC V2T1W7

5. TERMINATION

5.1. Deficiencies

5.1.1. The City shall have a reasonable time to inspect and to accept the Services. The City may reject any Services in accordance with this Agreement. The City shall notify the Provider of rejection of the Services. Any costs or expenses incurred by the City as a result of the rejection of the Services are, immediately upon written demand by the City, payable by the Provider, and may be set off against any payments owing by the City to the Provider.

5.1.2. The City may hold back from payments otherwise due to the Provider up to 200% of a reasonable estimate, as determined by the City, on account of deficient or defective Services. This holdback may be held, without interest, until such deficiency or defect is remedied.

6. CURING DEFAULTS

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

7. APPLICABLE LAW'S BUILDING CODES & BY-LAWS

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

7.2. The Provider will provide the Services in full compliance with all applicable laws, building codes and regulations

7.3. The Provider 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 Provider 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 requiredinterpretation.

8. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

8.2. The Provider 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 bylaw.

8.3. The Provider 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.

8.4. The Provider shall utilize a reasonable accounting system, which allows immediate identification of the Provider's cost of goods and use of City funds. The City's auditors may access such records at any time within six years after final payment has been made to the Provider to verify the City's payment obligation and use of the City's funds. This right to audit shall include sub-contractors to the Provider. The Provider shall ensure the City has this right to audit with all sub-contractors.

9. JURISDICTION OF COUNCIL NON-APPROPRIATION

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

9.2. The Provider 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 Provider of its intention to terminate or reduce 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.

10. DISPUTE RESOLUTION

10.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section.

10.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

10.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within seven 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 Abbotsford, 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.

10.4 Arbitration or 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 the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may without further notice, commence litigation.

11. ENTIRE AGREEMENT

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

11.2. In the event that the Provider 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.

12. PRICES AND FREE ON BOARD ("F.O.B.") POINT

12.1. All pricing shown on the Proposal is to be net, with GST, (and PST if applicable), shown separately. All other taxes, duties, insurance in freight, customs clearance, etc. to be included in the net price.

the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take

13. FUEL REPORTING

13.1. The City, in meeting its requirements on greenhouse gas emissions reporting, may have Providers provide the following information during the Term of the Agreement: (a) Identification of what will use fuel (e.g. description of vehicles and equipment) and respective fuel type used (gasoline, diesel, natural gas, propane, and bio-fuel blends); (b) Total estimated fuel in volume used for each fuel type projected for each calendar year of service, and according to each phase of work if appropriate; (c) Explanation of estimation method (eg. hours of equipment used and standard fuel use rate for equipment); and (c) Description of how Provider has tried to limit the amount of greenhouse gas emissions through lower fuel use or by using fuels with lower greenhouse gas emissions.

14. WORKSAFE BC AND OCCUPATIONAL HEALTH AND SAFETY

The Provider agrees that:

14.1. it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services;

14.2. the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the City to the Provider and the City will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Goods and Services have been paid in full;

14.3. it will provide the City with the Provider's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Provider is registered in good standing;

14.4. if no City employee is working on the jobsite it is the Prime Contractor for the Services for the purposes of the Workers Compensation Act, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the Workers Compensation Act. As Prime Contractor, the Provider will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of this Agreement, and the Provider will advise the City immediately in writing if the name or contact number of the qualified coordinator changes. Any occupational health and safety violation by the Prime Contractor or any other employer, worker or other person on the workplace shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City of Abbotsford. Any penalties, sanctions or additional costs levied against the Prime

Contractor or sub-contractors will be the sole responsibility of the Prime Contractor or the sub-contractors. When two or more service Providers (other than City employees) that have been previously designated as Prime Contractor meet up on a workplace it is the responsibility of those Prime Contractors to establish ultimate Prime Contractor (please see Multiple Prime Contractor Assigned Form);

14.5. without limiting the generality of any other indemnities granted by the Provider in this Agreement, the Provider 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 WorkSafe BC 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 WorkSafe BC, including penalties levied by WorkSafe BC;

14.6. it 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;

8 INVOICING REQUIREMENTS

8.1 All invoices submitted for the hired equipment process must include the following information:

8.1.2 Company name and address
8.1.3 Invoice to: City of Abbotsford
8.1.4 Invoice Number
8.1.5 Purchase Order Number (PO #) – City will provide you unique PO #
8.1.6 GST Number
8.1.7 Invoice Date
8.1.8 Hired Activity Sheet or Sheet Number
8.1.8.1 Include a copy (multiple copies if more than one) – you do not need to provide full detail on the invoice, just list the Hired Equipment Activity Sheet Number if you are providing copies of the sheets. or
8.1.8.2 Provide complete details on the invoice listing the Hired Equipment Activity Sheet as well.

8.2 Hired Equipment Activity Sheets will be provided at the worksite where the equipment is dispatched to.

8.3 All companies working for the City of Abbotsford are required to set up payment through EFT – Electronic Funds Transfer. This method of payment is fast and secure. This will be done when completing the Vendor Profile / Electronic Funds Transfer (EFT) Application as part of this process.

8.4 If you have any questions regarding setting up payments, please contact Accounts Payable at 604-864-5524 or email to accountspayable@abbotsford.ca.