



REQUEST FOR PROPOSALS

Title: WATER METER READING SERVICES

Reference No.: 1220-030-2016-044

(General Services)

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this Request For Proposals (the “RFP”) is to invite proponents to prepare and submit competitive proposals for the performance of water meter read services as generally described in Attachment 1.

1.2 Description of the Current Environment

The City services approximately 64,000 small water meter accounts. Schedule A-1, provides a summary of meter types, manufacturer and size. The City is projected to install approximately 2,000 meters per year.

The City has two initiatives that will see an increase in the meter population:

- (a) all new construction is required to install and utilize a meter. All new meters may be equipped with an automatic meter reading system and most are located in meter vaults at the property line; and
- (b) voluntary metering program.

The water meter density varies from route to route and area to area. For example new urban areas may have high density of water meters but in an agricultural land reserve area meter reader may require a vehicle to obtain the reads. It is the Contractor's responsibility to verify the density. Online GIS tools (<http://cosmos.surrey.ca/external>) can show variations in the water meters density.

The City will continue to install the radio-frequency transmitters on existing and new meter installations on an “as and when” needed basis.

1.3 Objectives

The City is seeking to satisfy the following objectives.

- Achieve the best solution for the needs of the City;
- Obtain quality Services at best overall value;
- Enhance the City's satisfaction and improvements in the Services;
- Facilitate the City's purchases without limiting the City's choice or negate any other requirement; and
- Support the City's commitment to the environment.

1.4 Definitions

In this RFP the following definitions shall apply:

“BC Bid Website” means www.bcbid.gov.bc.ca;

“City” means the City of Surrey;

“City Representative” has the meaning set out in section 2.5;

“City Website” means www.surrey.ca;

“Closing Time” has the meaning set out in section 2.1;

“Contract” means a formal written contract between the City and a Preferred Proponent to undertake the Services;

“Evaluation Team” means the team appointed by the City;

“Form of Proposal” means Attachment 2;

“Information Meeting” has the meaning set out in section 2.2;

“Preferred Proponent(s)” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“Proponent” means an entity that submits a Proposal;

“Proposal” means a proposal submitted in response to this RFP;

“RFP” means this Request for Proposals;

“Services” has the meaning set out in Attachment 1;

“Site” has the meaning set out in Attachment 1; and

“Statement of Departures” means Appendix 1 to the Form of Proposal attached as Attachment 2.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent's name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Attachment 2 – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single pdf file to the City by email at: purchasing@surrey.ca.

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time.

on or before the following date and time (the “Closing Time”)

Time: 3:00 p.m., local time

Date: January 12th, 2017

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one original unbound Proposal and three (3) copies (four (4) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

on or before the Closing Time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the “Information Meeting”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) may not be grounds for an extension of the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3.

2.5 Inquiries

All inquiries related to this RFP 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: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca

Reference: 1220-030-2016-044

Inquiries should be made no later than 7 business days before Closing Time set out in Section 2.1. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time set out in Section 2.1. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, 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 RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP 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 RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Proponent chooses NOT to submit by email, the Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Submission, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices.

Please double-side your Submission.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Attachment 2, including Appendices 1 through 5. Proponents are encouraged to respond to the items listed in Appendices 1 through 5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Attachment 2. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal 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 Proposal on behalf of the corporation is submitted;
- (b) If the Proponent 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 Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, generally using the following criteria:

- (a) **Experience, Reputation and Resources**
The Evaluation Team will consider the Proponent's responses in the Form of Proposal.
- (b) **Technical**
The Evaluation Team will consider the Proponent's responses in the Form of Proposal.
- (c) **Financial**
The Evaluation Team will consider the Proponent's response in the Form of Proposal.
- (d) **Statement of Departures**
The Evaluation Team will consider the Proponent's response in the Form of Proposal.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The City of Surrey is under no obligation to accept the lowest or any Proposal submitted. The City of Surrey reserves, without restriction, sole discretion in determining best value

and whether or not any Proposal received provides the necessary level of value to the City of Surrey to result in the award of a Contract.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Proponent's financial Proposal, then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Multiple Preferred Proponents

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

In addition to any other provision of this RFP, Proposals 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 Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract if any, proposed by the Preferred Proponent as set in Appendix 1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Appendix 5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or

- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject any and all Proposals, and to terminate this RFP process without further explanation, and to accept any Proposal the City considers to be in any way advantageous to it.

The City's acceptance of any Proposal is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the Services.

Each Proponent, by submitting a Proposal, irrevocably:

- (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP); and
- (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if not contract between the Proponent and the City is entered into for the performance of the Services for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal 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.

5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents 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.

ATTACHMENT No. 1 – DRAFT CONTRACT

REFERENCE RFP TITLE: WATER METER READ SERVICES

RFP No.: 1220-030-2016-044

BETWEEN:

CITY OF SURREY

13450 - 104 Avenue
Surrey, B.C., V3T 1V8, CANADA
(the “City”)

AND:

(Insert Full Legal Name and Address of Contractor)

(the “Contractor”)

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these general terms and conditions, the following definitions apply:

- (a) “**Calendar Year**” means the time period from January 1st to December 31st;
- (b) “**City**” means the City of Surrey;
- (c) “**City Data**” means all information, whether in oral or written (including electronic) form, created by or in any way originating with City, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Contract;
- (d) “**Contract**” means this contract and all schedules attached hereto;
- (e) “**Contractor**” means the contractor named as a party to this Contract and who is providing the Services under this Contract;

- (f) **"Department Representative"** means the Tempest Solutions Manager or designate as the City's designated representative;
- (g) **"Dispute"** has the meaning set out in section 15.1;
- (h) **"Electronic Read"** means that read is retrieved by the handheld from the meter, either through the probe or radio;
- (i) **"Fees"** means the price set out in Schedule B for the provision of the Services, unless otherwise agreed by the parties in writing, inclusive of all applicable taxes except for GST payable by the City;
- (j) **"Indemnitees"** has the meaning set out in section 7.1;
- (k) **"Invoice"** has the meaning set out in section 5.3(a);
- (l) **"Letter of Credit"** has the meaning set out in Section 2.10;
- (m) **"Manual Read"** means that read is manually keyed into a handheld device;
- (n) **"Minor Debris"** means any debris that can be removed by a whisk broom over a touchpad such as grass clippings and sand;
- (o) **"Reading Standard"** means a reading accuracy of no more than one (1) incorrect read, per meter reader, per five hundred (500) meter reads;
- (p) **"Services"** means the services as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of the Contract;
- (q) **"Term"** has the meaning set out in section 2.8;
- (r) **"Time Schedule"** means the time schedule set out in Schedule C for the provision of the Services, unless otherwise agreed by the parties in writing; and
- (s) **"Year of the Term"** as used herein shall mean each twelve-month period commencing on (START DATE).

1.2 In this Contract:

- (a) headings are for convenience and reference only and will not affect the interpretation of the Contract;
- (b) all dollar figures will mean Canadian dollars;

- (c) unless otherwise expressly stated, any notice or communication required or permitted to be given under the Contract will be in writing;
- (d) words importing the singular include the plural, and vice versa;
- (e) words importing gender include all genders;
- (f) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;
- (g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) the words in this Contract will bear their natural or defined meaning;
- (j) the word “including” is deemed to be followed by “without limitation”;
- (k) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute’s corresponding regulations; and
- (l) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Contract.

1.3 This Contract may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) This Contract;
- (b) The RFP; and
- (c) Other terms, if any, that are agreed to by the parties in writing.

2. SERVICES

2.1 Services

The Contractor covenants and agrees with the City to provide the Services in accordance with this Contract. The Services provided will meet the minimum specifications and scope

set out in Schedule A. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the City.

2.2 Amendment of Services

The City may from time to time, by written notice to the Contractor, make changes to 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 Schedule B.

2.3 Additional Services

The Contractor will, if requested in writing by the City, perform additional services. The terms of this Contract will apply to any additional services, and the fees for additional services, will generally correspond to the fees as described in Schedule B.

2.4 Standard of Care

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 provide the Services.

2.5 Damage to Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the water meter box. Damage to property shall be the sole responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.6 Contractor Performance Reviews

The Contractor's work performance will be evaluated by the City's Senior Contract Administrator, or designate using the form referred to in Schedule I – Contractor Performance Assessment Report (CPAR).

This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Exceptional - exceeds many requirements;
- Very Good - exceeds some requirements;
- Satisfactory - contains some minor problems for corrective actions;

- Marginal - serious problem for which the contractor has not yet identified corrective actions; and
- Unsatisfactory - does not meet most contractual requirements.

The CPAR shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the CPAR, and may respond in writing if he takes exception to the report or wishes to comment on the CPAR. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.7 Service Test Period

If the Contractor has not previously performed the Services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Contract.

A CPAR evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another contractor, (if applicable).

2.8 Term

The Contractor will provide the Services for the period commencing on the date of execution of the Contract and continue a period of two (2) years from that date, subject to earlier termination according to the provisions of this Contract.

The City may at any time prior to ninety (90) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed three (3) additional one-year periods or portion thereof. If the City elects to extend the Term, the provisions of this Contract will remain in force, including the Fees. Additionally, the City may extend the final Contract Term on a month-to-month basis for up to six (6) months, at the sole discretion of the City.

2.9 Time

Time is of the essence.

The Contractor shall:

- (a) Commence the provision of the Services, following the date of execution of this Contract; and
- (b) Pursue the Services diligently to ensure that each of the milestone events is achieved at or before the milestone dates and times as set out in Schedule C - Time Schedule.

The Schedule C – Time Schedule sets out the schedule in accordance and with which the Contractor is to carry out the Services, and must comply with the Time Schedule.

2.10 Service Performance Security

The Contractor will provide performance security as follows:

- (a) within 10 business days of the City's letter of intent deliver to the City an irrevocable, unconditional, on sight letter of credit in the amount of \$250,000, presentable at a bank listed under Schedule I of the Bank Act (Canada) (the "Letter of Credit") for the benefit of the City in a form and on terms satisfactory to the City; and
- (b) renew the Letter of Credit so that it remains valid in accordance with this Contract.

If at any time during the Term the Letter of Credit will expire, then no less than 30 calendar days prior to the date of expiry of the Letter of Credit the Contractor will renew and deliver to the City the Letter of Credit so it is valid, at a minimum,

- (c) until the end of the Term; or
- (d) for a further 12 calendar months,

failing which the City may call upon the full amount of the Letter of Credit and hold and have access to such funds without payment of interest in substitution for the Letter of Credit.

The City may at any time and from time to time draw on the Letter of Credit in whole or in part to cover any costs incurred, or to be incurred, by the City as a result of any breach, or anticipated breach, of this Contract by the Contractor. If the City draws on the Letter of Credit before the end of the Term, then on ten calendar days written notice from the City, the Contractor will provide supplementary or substitute letters of credit or additional funds to top up the performance security so that, in addition to the amount(s) drawn upon, the City has available to it the full amount of the performance security set out in Section 2.10(a).

2.11 Topping up of Letter of Credit

If at any time the Letter of Credit is not topped up, as required by Section 2.10, then the City may, on ten business days written notice to the Contractor, terminate the Contract.

3. PERSONNEL

3.1 Qualified Personnel

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

The Contractor shall furnish trained personnel necessary to complete the work, and is solely responsible for ensuring that its employees have the necessary skill, knowledge, training and experience to perform meter reading accurately and safely so as not to injure or endanger the City, its employees, or any third party, or property.

3.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Proposal, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

The Contractor shall be responsible for providing the City with a list of supervisory personnel assigned to this project and shall also provide the City with cellular phone for contact by City personnel.

3.3 Replacement of Personnel or Sub-Contractors

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.

3.4 Sub-Contractors and Assignment

Except as provided for in this Contract, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Contract, in whole or in part, without the prior written approval of the City.

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the General Terms and Conditions of this Contract into all sub-contracts as necessary to preserve the rights of the City under this Contract. 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.

3.6 Criminal Background Check

The Contractor shall have a corporate policy in place for criminal records check and the City reserves the right to audit the process.

3.7 Conduct of Personnel

The Contractor will ensure that:

- (a) all personnel performing the Services (the "Personnel") conduct themselves in a courteous and respectful manner that is conducive to positive public relations;
- (b) all Personnel will wear a uniform provided by the Contractor in a form satisfactory to the Department Representative and that abides by all clothing requirements under the *Workers Compensation Act* and Regulations pursuant thereto; and
- (c) all Personnel will at all times carry on their person, personal photographic identification.

4. LIMITED AUTHORITY

4.1 Agent of City

The Contractor is not and this Contract 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 Contract, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services. Every vehicle used by the Contractor in the course of providing the Services shall identify the Contractor by name and telephone number.

4.2 Independent Contractor

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

5. FEES

5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

For greater certainty, the Fees shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control services, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of services as described.

The City shall pay the Contractor in Canadian funds for the performance of the Contractor.

5.2 Fees Adjustment

The parties agree that all Fees as set out in this Contract will remain firm for a period of twenty-four months and thereafter the fees will be subject to an increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

5.3 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit monthly invoices (the "**Invoice**") to the City requesting payment of the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Services, as confirmed by count and measurement, multiplied by the appropriate unit rates as set out Schedule B together with any adjustments that are made in accordance with the provisions of this Contract provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the Services; **P.O. # (to be advised)**
 - (4) the subtotals for scheduled meter reads (15th to the 14th of the month), and special and inspection reads – month to month;
 - (5) the total value of work completed for the payment period;
 - (6) taxes (if any);
 - (7) grand total of the Invoice;

- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) the City will pay the portion of an Invoice in the amount the City determines is correct less any deductions for setoffs or holdbacks permitted by this Contract within thirty (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 the Services that are not in accordance with the requirements of this Contract, or that the Contractor is in any manner released from its obligation to comply with this Contract;
- (d) the City shall not be liable for interest or overdue charges on any invoices; and
- (e) all dollar amounts referred to in this Contract are in lawful money of Canada.

Submit Invoices by Email:

If the Contractor chooses to submit by email, the Contractor must submit the Invoice(s) electronically in a single pdf file (2Mb Maximum) to the City by email at: surreyinvoices@surrey.ca

Submit Invoices by Hard Copy:

Invoices will be submitted by the Contractor by mail to:

Name: _____
Address: _____

5.4 Performance Failure Deductions

The City may deduct from the Contractor's monthly payment the deductions, if any, on account of performance failures as described in Section 5.5 which occurred during the monthly invoice period.

5.5 Performance Deductions

Without limiting in any way the City's rights under this Contract or otherwise, the following deductions will be applied to specific failures by the Contractor to provide the Services or otherwise comply with the Contract. The failures listed in this Section 5.5 reflect a lower quality of Service that the Contractor expressly agrees calls for a deduction from the price the City should be required to pay for the Services including:

Performance Requirement

Deduction

- | | | |
|-----|---|---------------------------|
| (1) | Failure to provide the <u>last reading file received from the Contractor</u> to the City by 4:30 p.m. (local time) by the established dates for each billing period set out in Schedule C -Time Schedule. | \$500.00 per calendar day |
| (2) | Inaccurate meter reads, estimated meter reads, and missed meter reads all without a valid reason. | \$75.00 per meter read |
| (3) | Inaccurate application of trouble/skip codes as set out in Schedule A-2 – Trouble/Skip Codes. | \$75.00 per meter read |
| (4) | If the Contractor is unable to obtain meter read for a meter without a valid reason but the City is able to obtain a read. | \$75.00 per instance |
| (5) | Unsatisfactory performance by the Contractor after two notifications to correct specific instances in any 4 month period, e.g., leaving gates and doors open, crossing planted areas, abusive language to customers, or similar violations. | \$300.00 per incident |
| (6) | Failure to provide follow-up written reports concerning complaints to the City by the close of the next business day of the event. | \$250.00 per incident |

5.6 Records

The Contractor will prepare and maintain proper records related to the delivery of the Services including but not limited to record sheets, procedure check lists, etc., as specified by the City for each meter reading activity. The Contractor will be provided with the necessary templates.

On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Services and for a period of two years after the Services are complete.

5.7 Non-Residents

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.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports which the City has in its files and records that relate to the 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.

6.2 City Decisions

The City will in a timely manner make all decisions required under this Contract examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Contract.

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Contractor will 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 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 Contract, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

The indemnities described in this Contract will survive the termination or completion of this Contract and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Contract the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) Commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) Professional errors and omissions insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period;
- (c) 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
- (d) Contractors' equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.

7.3 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Contract. 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.

7.4 Contractor Responsibilities

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

7.5 Additional Insurance

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

7.6 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Contractor terminate this Contract before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Contract, if the City terminates this Contract before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Contract 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.

8.2 Termination for Cause

The City may terminate this Contract 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 Contract 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 Contract, and such breach is not remedied to the reasonable satisfaction of the City within five (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 Contract by giving the Contractor further written notice;

If the City terminates this Contract as provided by this Contract then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Contractor under this Contract for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Contract, and at the completion of the Services pay to the Contractor any balance remaining; and
- (f) 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.

8.3 Curing Defaults

The City may notify the Contractor in writing that it is in default of its contractual obligations if at any time the City determines in its sole discretion that the Contractor's Services are unsatisfactory including, without limitation:

- (a) The Contractor's actions have or may compromise the performance of the Services or constitute an inadequate level of customer service;
- (b) The Contractor has failed or is failing to provide diligently the Services stipulated to in the Contract or has failed to comply with the instructions of the Department Representative;
- (c) The Contractor has failed or is failing to supply enough competent personnel, management or equipment as is necessary to ensure the delivery of the Services to the City in accordance with the Contract; or
- (d) The Contractor has failed to observe or has breached any other term, condition or provision of the Contract.

If the Contractor is in default of any of its obligations under this Contract, then the City may without terminating this Contract, upon five (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 Contract will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This Contract 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 Contract be brought in such courts.

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

The Contractor will, as a qualified and experienced professional, 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 Contract, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. DATA PRIVACY

10.1 The Contractor will use City Data only for the purpose of fulfilling its duties under this Contract and for City's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

10.2 All City Data will be stored on servers located solely within Canada.

10.3 The Contractor will provide access to City Data only to those Contractor employees, contractors and subcontractors who need to access the Data to fulfill Contractor obligations under this Contract. The Contractor will ensure that, prior to being granted access to the Data, Contractor staff who perform work under this Contract have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Contract; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

10.4 To assist the City in meeting its confidentiality and disclosure of information obligations, the Contractor will implement, maintain, and use appropriate and sufficient administrative, technical, and physical security measures to protect the confidentiality

and integrity of all electronically maintained or transmitted City data. Contractor will protect said data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11.1 No Disclosure

Except as provided for by law or otherwise by this Contract 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 Contract, 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 Contract, except as reasonably required to complete the Services.

Refer to Schedule G for additional information.

11.2 Freedom of Information and Protection of Privacy Act

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.

Refer to Schedule H for additional information.

11.3 Return of Property and City Data

The Contractor agrees to return to the City or destroy all of the City's property including any and all data at the completion of this Contract, including any and all copies and/or originals of reports provided by the City. The Contractor will not destroy any data without the City's permission.

11.4 Data Destruction

The Contractor acknowledges and agrees that, upon termination or expiry of this Contract, or at any time during the Term of this Contract at the City's request, all City Data in the possession of the Contractor shall be destroyed using a "Purge" or "Destroy" method, as defined by National Institute of Standards and Technology (NIST) Special Publication #800-88, as amended from time to time, such that ensures that data recovery is infeasible.

The Contractor agrees to provide a "Certificate of Sanitization/Disposition" for each piece of media that has been sanitized which includes, at a minimum, the following information:

- Type of media sanitized;

- Description of sanitized process and method used;
- Tool used for sanitization;
- Verification method;
- Date of sanitization; and
- Signature of Contractor

Data on encrypted backup tapes shall be deleted ninety (90) days after the primary data (i.e., database) is deleted. Also, clarify that a certificate of destruction will be provided upon request following deletion.

12. USE OF WORK PRODUCT

- 12.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

13. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 13.1 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 performance of the 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 Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
- 13.2 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.
- 13.3 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. The qualified coordinator is:

Name: <<insert name of qualified coordinator>>
 Contact No.: 1220-030-2016-044

The Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 13.4 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, 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 Contract 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.
- 13.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 13.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

Refer to Schedule J for additional information.

14. BUSINESS LICENSE

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

15. DISPUTE RESOLUTION

15.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract ("**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 thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (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 ninety (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.

16. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 16.1 Nothing in this Contract 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.
- 16.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Contract. 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 thirty (30) days after the non-appropriation becomes final. Such termination shall take effect thirty (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 Contract.

18. Protection of Property

- 18.1 The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Services as a result of any negligent act or omission, or misconduct in the performance of the Services and its subcontractor's services and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

19. GENERAL

19.1 Entire Contract

This Contract, including any other documents expressly referred to in this Contract contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as

expressly set out in this Contract. This Contract supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

19.2 Amendment

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

19.3 Contractor Terms Rejected

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 Contract are expressly rejected by the City.

19.4 Survival of Obligations

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

19.5 Cumulative Remedies

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

19.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise 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
<<insert department/division/section name>>
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

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

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

(b) The Contractor:

<<insert name and address>>

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

Fax No.: <<insert>>

Email: <<insert>>

19.7 Unenforceability

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

19.8 Headings

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

19.9 Singular, Plural and Gender

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

19.10 Waiver

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.

19.11 Signature

This Contract may be executed in one or more counterparts all of which when taken together will constitute one and the same Contract, and one or more of the counterparts may be delivered by fax or PDF email transmission.

19.12 Force Majeure

Both parties shall be absolved from any liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party claiming suspension and which such party could not, by reasonable diligence, have avoided.

Both parties shall use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes of labour or labour controversies by acceding to the demand(s) of the opposing party or parties.

Should the force majeure event last longer than thirty (30) days, the City may terminate this Contract by notice to the Contractor without further liability, expense or cost of any kind.

19.13 Fuel Emissions Data

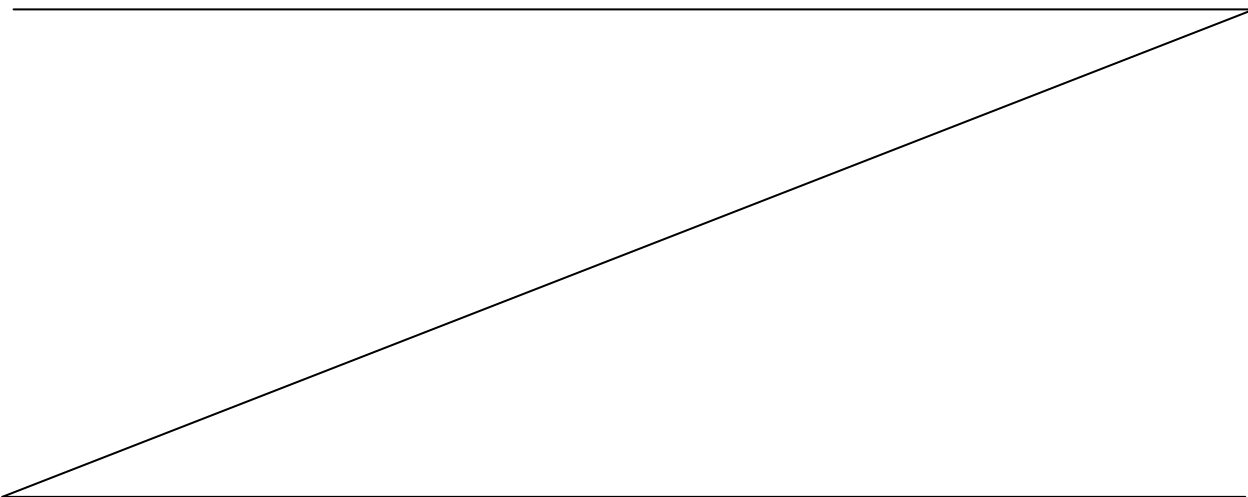
The Contractor shall quarterly communicate the quantity of fuel (gasoline, diesel, natural gas, propane, and bio-fuel blends) used to operate vehicles, equipment and machinery as part of the delivery of the Services “in scope” on a mutually agreeable basis. Fuel consumption associated with the provision of these Services must be provided to the City relating to the Services provided in the previous period, in the following sample format.

Sample Report:	
P.O. Number	567932
Date Range	March 1 – September 15
Gasoline (litres)	1,200
Diesel (litres)	4,500
Prorated Based on	Service hours

Data provided should include the following information:

Litres of fossil fuels consumed in relation to the service delivered under the Contract in each vehicle class, and the fuel type, for the Services provided in the previous period.

The City can provide direction, if necessary, to calculate this information.



19.14 Enurement

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

This Agreement is executed by the Contractor this _____ day of _____, 2017

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the City this _____ day of _____, 2017

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SCOPE OF SERVICES

Note: Repair, installation and removal of water meters is **NOT** included in the scope of Services.

1. SCOPE OF SERVICES

The scope of Services includes the provision of scheduled water meter readings (the “Services”).

Contractor is expected to provide the following requirements for the performance of the Services:

- (a) In particular, scheduled meter reads, are to be completed and submitted to the City by the Last Reading File Received from Contractor date and time in accordance with each billing period stated in Schedule C – Time Schedule. The Contractor shall monitor the progress of the Services relative to the Time Schedule. The Contractor will comply with this Time Schedule in order to meet the City’s billing cycle.
- (b) Each meter reading usually consists of accessing the meter in the existing ground vault [pit chamber] or wall-mounted unit, determining the proper reading reflecting actual consumption, and ensuring the read information is captured into a Contractor supplied electronic meter reading device(s).
- (c) In addition to meter reads, when maintenance, safety or service issues are observed or encountered by the Contractor, such as broken touch pad, broken/obscured register glass, water leaks, etc., a communication code (Refer to Schedule A-2 – TROUBLE/SKIP CODES) and detailed reader comment must be entered and transmitted to the City as part of the reading file.
- (d) The Contractor must reread the meter prior to sending the read data file to the City if skip read was due to meter not on route or no reason is provided.
- (e) All meters not matching identification information as provided by the City must have an address entered in the comment field along with the read and the meter identification.
- (f) Prior to sending the reading information to City, the Contractor must perform an internal audit to ensure quality of data is consistent of the reading information and perform re-reads, if needed.
- (g) Abnormal weather [Abnormal Weather] conditions shall not prevent the accomplishment of the Services unless otherwise agreed to in writing from the City. [Abnormal Weather means a weather condition that affects the

performance of the Services, that is more severe or of a longer duration than the weather conditions that a person would reasonably anticipate and that has a materially adverse effect on the Contractor's performance of the Services]

- (h) Re-reads/verifications/inspections will be performed by the Contractor as instructed by the City personnel. The actual number of re-reads/verifications each day varies.
- (i) If needed, the Contractor must sweep aside any Minor Debris or obstacles to obtain an accurate meter read.
- (j) The hours of work will be limited between 8:00 a.m. and 6:00 p.m. Monday through Saturday, or as approved by the City. Sunday work will be considered upon written notice received by the City. The City should be informed one week in advance of any stoppage or restart of the Services.
- (k) The City will provide one file per metered area, with all routes in the metered area. All routes must be completed by the deadline.
- (l) The Contractor will plan and schedule its activities to read the meters in a manner which avoids any perceived or real negative impacts to the City and its customers (perceived negative impacts deal with issues such as corporate image and communications).
- (m) The Contractor will maintain a cooperative, professional and effective level of communications with the City in all aspects of the project.
- (n) The Contractor will ensure that all public communications (signage, notices, media releases and printed materials, if required) be consistently and professionally presented (all media communication to be cleared with Department Representative prior to release.)
- (o) Meters not in the read file – the Contractor must report meters that are not in the reading file to the City with the register serial number, read, address and location description.
- (p) The Contractor will be responsible for submitting to the City on a timely basis, unless otherwise agreed to by the City, full reports with route/handheld assignments, and any incidents that may be connected with the meter reading performance. The format for reporting shall be approved by the City.
- (q) If the Contractor is not familiar with the meter location, they are to use any means possible to locate the meter, including the requirement to use the City's Mapping Online System COSMOS to verify the location of meters. (<http://cosmos.surrey.ca/external/>). (Mobile application available).

2. CONTROL OF THE SERVICES

The Contractor shall have complete control of the Services and shall effectively direct and supervise the Services so as to ensure conformance with the Contract documents. Subject to the City's rights as specifically set out in the Contract documents to give directions regarding the Services, the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures and for coordinating parts of the Services under the Contract.

The Contractor will be expected to deliver the scope of work and reading equipment software including upgrades described in the Contract documents.

Water Meters

The majority of the City's water meters are Sensus water meters. The City has experienced higher successes and compatibility utilizing Sensus meter reading equipment to read the water meters.

Meter Reading Equipment, Tools and Apparatus

Technological requirements have been left unrestricted to accommodate a broad range of potential meter reading equipment, however, the City has a strong preference for Sensus meter reading equipment.

For the purposes of this Contract the Contractor shall provide all tools, equipment and apparatus to carry out the Services required and all maintenance, applicable software requirements/upgrades and insurance on this equipment and the costs will be to the account of the Contractor. The Contractor should ensure that all such equipment used can successfully and accurately read the City's current brands of water meters.

The Contractor will carry equipment that is able to read low clearance touchpads.

Meter Reading Equipment Maintenance

Response to equipment failure should be immediate and should include without limitation inspections and necessary tests to determine the causes of Equipment failure or software malfunction or failure. The response services shall also include the furnishing and installation of components, parts, or software changes required to replace malfunctioning system elements and to return the meter reading equipment to service. The Contractor is responsible for all costs related to equipment software upgrades and maintenance.

- (a) The Contractor shall be responsible for repair to components, including parts replacements and any off-site repairs;

- (b) The Contractor will keep sufficient up to date backup equipment on hand to ensure reading schedule and quality are not compromised during equipment outages of any kind;
- (c) Parts and software upgrades that are not immediately available should be shipped by the fastest means of shipment available. Shipping costs for replacement parts, and software upgrades, shall be the sole cost of the Contractor; and
- (d) Equipment failures will not be an acceptable reason for not delivering the Services.

Contractor Equipment Maintenance Communication:

The Contractor's supervisory staff should have a phone available for communication with the City and should advise the City in the event of an equipment performance maintenance problem. The Contractor shall conduct the communication requirements as follows:

- (a) The maximum time for corrective action with an acknowledgement from the repair service depot is within 15 business days.

3. ESTIMATED QUANTITIES

The Contractor must read the following types and approximate quantities of water meters. These quantities are current estimates and it is understood that the City reserves the right to increase or decrease the number of water meters in operation, and the Contractor's obligations hereunder shall extend to designated water meters in operation during each billing period. The water meters are typically located near the property line. However, water meters may be located in unusual locations, in which case the City will provide location details.

The following table illustrates water meters by read type:

ACCOUNT TYPE	READ TYPE
RESIDENTIAL	Radio - Type B
RESIDENTIAL	Radio - Type C
RESIDENTIAL	Touch
NON-RESIDENTIAL	Radio - Type B
NON-RESIDENTIAL	Radio - Type C
NON-RESIDENTIAL	Touch

The following table illustrates an estimated count of water meters per billing area:

METERED AREA	ACCOUNT TYPE	ESTIMATED METER READ COUNTS
AREA 1	NON-RESIDENTIAL	543
AREA 1	RESIDENTIAL	13,564
Area 1 Estimated Meter Read Count:		14,107
AREA 2	NON-RESIDENTIAL	898
AREA 2	RESIDENTIAL	16,802
Area 2 Estimated Meter Read Count:		17,700
AREA 3	NON-RESIDENTIAL	1,054
AREA 3	RESIDENTIAL	13,917
Area 3 Estimated Meter Read Count:		14,971
AREA 4	NON-RESIDENTIAL	853
AREA 4	RESIDENTIAL	16,869
Area 4 Estimated Meter Read Count:		17,722
Total Estimated Read Counts For All Areas:		64,500

Schedule A-1 provides a more detailed breakdown of the meter types and sizes. The quantities indicated are approximate and subject to continuous change to accommodate moves, demolished buildings, new meters, etc. See Schedule A-4 for the specification sheets.

4. GENERAL METER READ PROGRAM SERVICES

The general meter read program Services should include but are not limited to the following:

- assign a qualified foreman/supervisor to oversee the Services to ensure that the performance of the Services is in conformance with the performance requirements;
- maintain Services to a high standard of performance;
- provide Electronic Reads for a mixture of touch pads & radio read technology, Manual Reads are not acceptable;
- provide meter reading services in accordance with Schedule C - Time Schedule;
- data acquisition (Refer to Section 8 of Schedule A – Scope of Services - Data Structure and Transfer section for file format details);
- maintain meter routing and sequencing for effective reading;
- provide meter routing and sequencing data to the City in a format acceptable to the City;
- research and validate meter/touchpad location while reading;
- remove Minor Debris from touchpad, as needed;
- provide detailed comments for no read or skip read;

- provide pictures of the issue for meters with 2 or more no reads or skip reads, picture file name must include utility account number, date and time stamp;
- provide reads from touchpads/meters with low clearance;
- audit reading data based on consumption and account history prior to sending to the City;
- provide customer service (e.g., When approached, be professional and friendly and answer any questions related to the meter reading process and refer the customer to appropriate City staff for details and billing related inquiries. relating to meter reading);
- when unable to obtain a meter read, the meter reader is to provide each customer with a door-hanger notice informing the customer of the date and time of an attempt to read the water meter and the awareness to the customer of the reason why the water read could not be read (e.g., no-access, landscaped over, etc.);
- provide pictures of no-access or landscaped over or other similar issues to the City, picture file name must include utility account number, date and timestamp;
- obtain all necessary regulatory approvals relating to the project;
- provide consumption data for the City in a format provided by the City;
- provide re-reads required due to Contractor errors; and
- provide any special reads or investigative reads as requested by the City.

The City reserves the right to modify specific requirements based on changed circumstances such as a change in business or technical requirements.

5. GENERAL METER READING DUTIES AND REQUIREMENTS

At a minimum, the following general meter reading duties and requirements shall be met:

- (a) Obtain or cause to be obtained meter readings from all water meters;
- (b) Remove Minor Debris or obstacles, if necessary to obtain a meter read;
- (c) Coordinate the performance of the Services with the City's existing meter billing and read areas and cycles. The Contractor will accommodate changes to this methodology or schedule as required by the City;
- (d) Possess the ability to receive regularly downloaded route assignments in a pre-determined form & format;
- (e) Be responsible for ensuring that all customers and their property are treated in a courteous and professional manner;
- (f) The Contractor shall accommodate, at the City's request, the assignment of re-reads based on customer request, consumption verification, and problem identification;
- (g) The Contractor should provide all necessary supervision and appoint a competent representative to monitor the performance of the Services. The

appointed representative should not be changed except for valid reason. This appointed representative should be fully knowledgeable in the operation of the proposed program and have the ability and authority to respond to inquiries from the City. This appointed representative will attend monthly meetings held with the City concerning meter-read activities. Additionally, the Contractor's management may be required to attend quarterly meetings per annum with the City;

- (h) The Contractor should maintain internal quality control practices. The Contractor should perform a quality control audit on all meter reads prior to sending the reads to the City.
 - (1) For all no reads, there must be a valid skip code and reader description;
 - (2) Validation of reasonability of high and low reads compared to past read and consumption. (A read is deemed to be a high or low read if current consumption varies more than 75% from the historical consumption).
- (i) The Contractor shall ensure that all meters for each specific metered area are read when scheduled.
- (j) The Contractor will be solely responsible for maintaining, re-structuring and re-sequencing the route data for efficient reading. The Contractor will be responsible for routing and sequencing new accounts. The Contractor will provide the up to date route and sequence data to the City within 4 days of the reading export to the Contractor.
- (k) The Contractor will take steps as required to properly prepare or cause to be prepared a detailed weekly report on its meter reading activity. The Contractor shall submit this weekly report to the City in a format approved by the Department Representative. At a minimum, the weekly report should include the following:

Summary by route:

- (i) count of meters
- (ii) number of meters read
- (iii) number of meters pending to be read
- (iv) number of skipped reads

This report is to be delivered to the Department Representative within a date and time so specified by the Department Representative.

6. SPECIAL AND INVESTIGATIVE METER READS

The City may invite the Contractor to perform special and/or investigative meter reads as part of the Contract. In no event shall the Contractor proceed with any special or investigative meter reads without written approval from the Department Representative.

The following definitions shall apply to special and investigate meter reads:

(a) Special Reads means a read on demand for events such as sold properties being transferred in title or tenant transfers. These are used to determine pro-rated fees for residents or tenants. Special reads must be read on the date specified by the City. The City typically provides this list the day before the read date. The reads must be returned by end of business day (generally, 4:30 p.m. – local time) of the read date specified by the City. Special read can be requested for any geographical area of the City, outside of the regular meter reading schedule.

(b) Investigative Reads means a read on demand by the City to be read within 3 business day. As part of the investigative read the City may request the Contractor to verify meter identification, provide pictures of the meter location, condition of the pit and meter and a video of the register and/or meter. At time the Contractor may need to contact the customer and enter the premises. All picture and video file names shall contain account number, date and time stamp. Investigative read can be requested for any geographical area of the City, outside of the regular meter reading schedule.

7. ACCOUNT INFORMATION MANAGEMENT

The Contractor will be responsible for the ongoing maintenance of the City's customer data including but not limited to:

- Property identification;
- Current and historical consumption data;
- Account comments;
- Trouble/Skip Code information;
- Customer conflicts and resolutions.

The Contractor's account maintenance system should support a data destruction process.

For meter read information provided that is inconsistent with information identified in the field, the Contractor is to provide the updated information to the City.

Reading and handheld information data files need to be archived by the Contractor for audit purposes. The City reserves the right to request this data in raw format at any time. The Contractor is to archive data for a period of two years.

Any data collected by the Contractor as part of the contract is the property of the City and may be requested at any time.

8. DATA STRUCTURE AND TRANSFER

The City requires meter reading reports, and photographs to be uploaded directly to City servers. The Contractor should conform to these standards. A failure to meet these requirements may result in the City terminating the Contract.

Meter Read Request File

The Contractor will receive a meter read request file for all routes for a given area from the City electronically in a CSV format with “EXP” extension.

	Field Name	Field Length
1	Register Serial	30
2	Reading Type	20
3	Folio	16
4	Civic Address	50
5	Route	5
6	Route Sequence	5
7	Reading Id	26
8	Reading Year	NUMBER
9	Reading Period	NUMBER
10	Touchpad Location Description	100
11	Reader Warnings	100
12	Account Number	20
13	Date Installed	DATE
14	Question	100
15	Category	100
16	Account Type	15
17	MIU ID	30
18	Number of Dials	1
19	Meter Type	20
20	Meter Brand	20
21	Meter Model	30
22	Meter Size	10
23	Meter Depth	20
24	Meter Direction	14
25	Meter Grouping	1
26	High Limit	14
27	Low Limit	14
28	Location Type	15
29	Meter Location Description	100
30	Lock Notes	30
31	Previous Reading 1	10
32	Previous Reading Date 1	DATE
33	Previous Reading Type 1	10
34	Previous Reading 2	10

35	Previous Reading Date 2	DATE
36	Previous Reading Type 2	10
37	Previous Reading 3	10
38	Previous Reading Date 3	DATE
39	Previous Reading Type 3	10
40	Previous Reading 4	10
41	Previous Reading Date 4	DATE
42	Previous Reading Type 4	10
43	Auto Head Factor	14
44	Head Factor	14
45	Latitude	20
46	Longitude	20
47	PID from land	11
48	Radio_Type	1
49	Address for sorting	51

Metered Route and Sequence File Standard

The Contractor may change routing and sequencing within a metered area if it results in improved efficiency and does not adversely affect the billing cycles. Each reading cycle the Contractor must provide an updated routed and sequence in a CSV format (“txt” extension) back to the City with the following information.

Line Item #	Data Field	Length	Validation Rules
1	REGISTER_SERIAL	30	UPPER
2	MIU_ID	30	UPPER
3	REGISTER_SERIAL	30	UPPER
4	NEW_ROUTE	8	NUMBER, MANDATORY
5	NEW_ROUTE_SEQ	8	NUMBER, MANDATORY
6	METER_NOT_IN_FILE_ACTION	20	UPPER, MANDATORY - must be set to DO NOTHING, END OF ROUTE or HIGHEST ROUTE
7	BILLING_CATEGORY	100	UPPER, MANDATORY

Metered Read File Standard

The Contractor must return the reads in a CSV format, with “txt extension”, back to the City electronically with the following information:

Data Field	Max Length	Additional Details
ROUTE_NUMBER	10	
REGISTER_ID	30	
READING_VALUE	10	
READING_DATE	8	MMDDYYYY
READING_TIME	6	HH24MISS
READING_TYPE	6	<p>"B" – Auto "M" – Manual Empty – Skip If the record contains a reading value then the reading type must be either "B" or "M". If the reading value is empty/blank then reading type must also be empty/blank.</p>
READING_MESSAGE	100	
REGISTER_LOC_NOTES	100	
METER_LOC_NOTES	254	
READERS_WARN_NOTES	100	
READING_ID	26	Mandatory
UPDATE_USING	15	
NEW_ROUTE	8	
NEW_SEQUENCE	8	
LOCATION_TYPE	15	
NUMBER_OF_DIALS	2	
MULTIPLIER	5	
RESEQUENCE_CODE	1	<p>Determines if and how the imported data should be used to re-sequence the route. This code must be set to the same value for all reading in a route.</p> <p>Set this code to 'T' to re-sequence the route using the reading date and time. Set this code to 'S' to re-sequence the route using the new sequence number field.</p> <p>Leave this field blank if you do not want the route re-sequenced.</p>
LATITUDE	20	
LONGITUDE	20	

Image Standard

The City will accept images in JPEG and PNG formats. All image file names should include the utility account number and date and timestamp.

Data File Transfer

Data is transferred to and from the Contractor in CSV format as such should not include double quote, new line or carriage return characters in the data. The data structure and transfer protocols are subject to review by the City and the Contractor at any time. The Contractor will be responsible for the data cost to receive and send data to and from the City.

All data fill between the City and the Contractor will should be transferred by using the Contractor's managed secured file transfer protocol (SFTP).

9. READS – ACCURACY & PERFORMANCE

The Contractor will dedicate sufficient resources to maintain Schedule C – Time Schedule and if required any additional resources to maintain the reading schedule to re-read any and all suspected erroneously read meters.

The Contractor shall maintain a Reading Standard acceptable to the City and shall be responsible for all costs incurred to correct work errors, including inaccurate reads and related billing costs.

Skipped reads need to be minimal and explainable. The Contractor shall spend a minimum of five (5) minutes to try and attempt to achieve a reading. For Commercial/Industrial/Agricultural Land reads, a longer period of time may be required.

In cases were estimates are not acceptable or explained the Contractor shall be responsible for the cost of obtaining the skipped read.

Inaccurate reads determined through a re-read will not be paid nor will the re-read costs associated with the inaccurate read.

Inaccurate skipped reads will be validated by the City or other third party and supported by evidence.

10. DATA SUBMISSION QUALITY CONTROL

The Contractor shall as part of the Services, or cause to be performed, an evaluation of the Services to determine if the Services are being performed in accordance with the Contract. All data to be reviewed and signed off by the Contractor's supervisor prior to submitting to the City.

All water meters must be accurately read, and estimated reads will not be accepted. If the Contractor is unable to read a meter then the reason must be included in the electronic file sent to the City. Acceptable reasons for an unread meter may include, but are not limited to, trouble/skip codes as described in Schedule A-2.

“No reads” (which result in read estimations) reasons should be validated for reasonability to insure sufficient effort was put in by the Contractor's personnel before submitting estimated reads

Final read file submission for the given metered area must be accompanied by a statement signed by the Contractor, indicating that the Contractor has reviewed all reading submission for the route and is satisfied that Contractor's staff have completed the reads and has fulfilled the contractual obligation of submission.

Accuracy of Data Collection

All meter records without consumptions must have a comment in the reader notes field. The Contractor is expected on a best efforts basis to capture all meter readings in each reading period.

If the Contractor is unable to capture a read, he/she will make reasonable effort to demonstrate the cause.

The Contractor will implement a re-read system to capture reads when the initial read is unsuccessful or the meter is inaccessible. The re-read will be employed by the Contractor at the Contractor's expense.

Error Reports:

The Contractor will create his own error reports to check the following areas:

- (a) high-low reads;
- (b) current read matching the previous read;
- (c) no reads; and
- (d) current read less than previous read.

The Contractor will submit an error report summary after each metered area has been read.

Hand Written Readings:

Hand written readings are not acceptable to the City.

Error Report (No Read):

All meter locations appearing on this report must have a comment or code explaining why no read was retrieved. No payment will be made where it's not clear what the problem is.

11. OPERATIONAL REVIEW MEETINGS

The Contractor's management of the water meter read services shall be reviewed on a monthly basis.

At each monthly review meeting, the Department Representative and the Contractor shall conduct a comprehensive review of the Contractor's performance of the Services, discuss any actual or perceived problems with the performance of the Services, customer satisfaction and feedback, equipment maintenance concerns, potential for any reasonable Service improvements, quality assurance reviews with the following metrics to be reviewed:

- Read percentage;
- Final sequencing file received;
- Final reading file received;
- False negatives (audit validation of trouble/skip codes);
- Summary of the metered area read providing:
 1. Detail of reason(s) of inability to read a meter;
 2. Count and percent of skipped reads;
 3. Count of high or low reads;
 4. List of special meter reads;
 5. Detailed reason of skipped special meter reads;
 6. Provide update on staff change and background checks;
 7. Provide update on equipment repairs that may impact the reading quality or schedule; and
 8. GPS details of meter reader's route traveled.

Meetings will be held at the offices of the City unless otherwise agreed to by the parties. Unless otherwise agreed to in advance, meetings will be held during normal business hours and each party will be available for at least 90 minutes per meeting.

12. TRAINING

General Requirements:

The Contractor should provide all of its personnel employed in the regular daily performance of the Services with a reasonable amount of training prior to assumption of their duties. There shall be no cost to the City for such training. The training program should include but not be limited to:

- (a) policies and procedures, including work safety, emergency protocol, etc.,
- (b) job requirements;
- (c) operation and troubleshooting of the water meter read equipment; and
- (d) customer service skills and conflict resolution.

SCHEDULE A-1 – METER SUMMARY BY MANUFACTURER AND SIZE

METER SIZE	SENSUS	NEPTUNE	ELSTER	UNKNOWN	ESTIMATED TOTAL
Unknown	134	126	73	4	337
016	39,620	291	335		40,246
019	15,688	3,888	631	1	20,208
025	664	331	112		1,107
038	295	94	52		441
050	1,009	227	175	1	1,412
075	253	46	68		367
100	140	49	109		298
150	43	4	26		73
200	5	1	2		8
250	3				3
					64,500

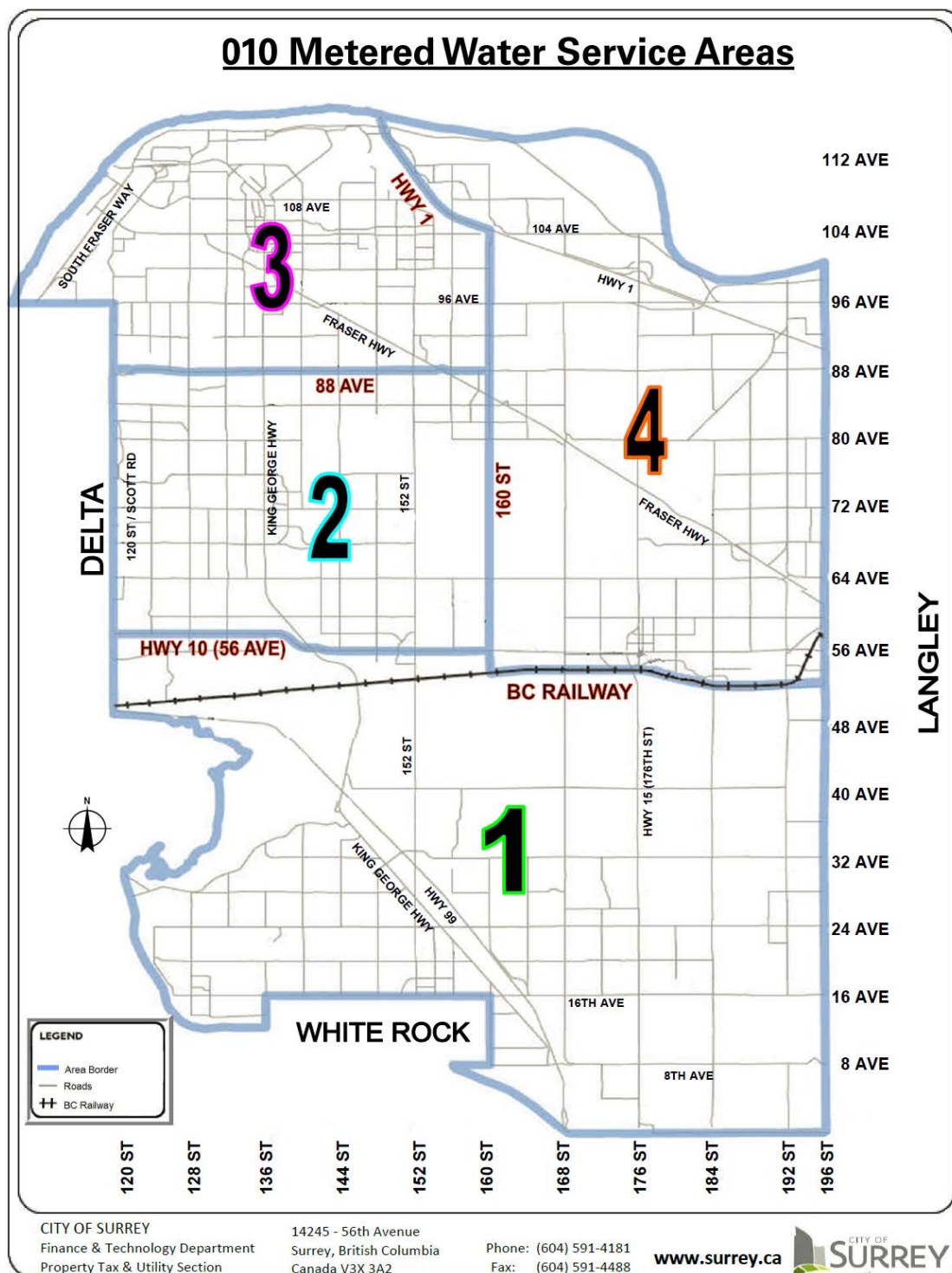
SCHEDULE A-2 – TROUBLE/SKIP CODES

The Contractor should spend at least 5 minutes attempting to get an actual read, if the initial attempt is unsuccessful.

Handheld Code	Comment
Can't Find Meter	Only after checking the location of the meter on the City's online tool (COSMOS) Meter cannot be located due to lack of location notes, lack of Cosmos pic, change of layout of property, etc. Reader to leave door hanger.
Damaged Wiring	Wiring to touchpad is visibly damaged and needs repair and touchpad won't read as a result.
Manual Meter	
Meter backwards	
Meter not on Route	All meters not matching an ID must have an address entered in the comment field along with the read and the meter ID.
Pit Lid Damaged	
Register Malfunction	Meter reading has alphanumeric reading, a dash or question marks within the reading and is unusable.
Touchpad Mounting	Touchpad is no longer mounted to wall or pit lid and needs to be repaired, and no read is able to be obtained.
TouchRead-No Read	Must try 3 times. Meter reads an error code or fails completely and no read is able to be obtained.
Landscaped Over	Provide details Touch pad is not accessible because pit lid is covered or buried in debris such as soil, mulch, grass, gravel, etc., and the reader is unable to clear it using a whisk broom. Reader to leave door hanger.
No Access-Blocked	Provide details. Meter is blocked with a household item that cannot be moved to access the meter or touchpad, and no read is able to be obtained. Reader to leave door hanger, if possible.
No Access-Construction	Provide details. No access to the property or meter due to construction or rental fence around the perimeter of the property. Reader to leave door hanger, if possible.
No Access-Dog	Provide details. No access due to an aggressive dog on the property, and no answer at the door. Reader to leave door hanger, if possible.
No Access-Locked	Provide details.

	No access due to a locked gate on the property, and no answer at the door, or door is not accessible due to gate. Reader to leave door hanger, if possible.
No Access-Overgrown	Provide details. No Access to meter due to foliage or an overgrown area of bushes above or blocking access to the meter. Reader to leave door hanger, if possible.
No Access-Parked Car	Provide car details (colour and make) Reader to leave door hanger, if possible.
Lens Damaged / Fogged	
Meter Removed	Only use if reader has verified meter has been removed from the pit.
Relocate TouchPad	Provide details. Touchpad is inaccessible due to an obstruction that is permanent and cannot be moved or relocated.
Vacant Lot	Provide details
Hazard	Provide details
Meter Broken	Provide details
Wrong Reading	
ADD	Anything after "ADD" will be added to touchpad location description
UPDATE	Update touchpad location description with description provided.

SCHEDULE A-3 – METERED WATER SERVICES AREAS



SCHEDULE A-4 - DATA AND SPECIFICATIONS SHEETS

1. Smart Point Specifications (Radio Transceiver) Pit Set

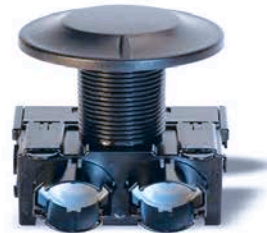
DS-W-AMR-00-01-0312-02-A

FlexNet™
SmartPoint™ M2

Description

Model 520M – Pit Set

The FlexNet SmartPoint M2 is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 520M is designed for submersible, pit-set environments. With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations.



Features

TOUCHCOUPLER DESIGN

The SmartPoint M2 utilizes TouchCoupler, the patented Sensus inductive coupling communication platform to interface with the encoded meter. With TouchCoupler, the SmartPoint M2 can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire connection. This results in a fast, efficient and reliable connection at minimal cost.

OPERATION

The FlexNet SmartPoint M2 receives input from the meter register and remotely sends data to a walk-by/ drive-by or fixed base collection device. The SmartPoint M2 easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint M2 collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint M2 interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI) at time of transmission. The FlexNet system provides unmatched reliability by

using expansive tower receiver coverage of metering end points, data/message redundancy, fail over back up provisions and operation on FCC primary use (unshared) RF spectrum.

POWERFUL TRANSMISSION, FLEXIBLE PLATFORM

The SmartPoint M2 offers several advantages that control both deployment and lifetime operation costs. It's powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And once the SmartPoint M2 is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

ADDITIONAL SMARTPOINT M2 FEATURES

The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint M2 stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint M2 also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves

time, space and money - without reducing system performance.

SPECIFICATIONS

SERVICE	Pit set installation interfacing the utility meter to the Sensus FlexNet system. Unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75"
PHYSICAL CHARACTERISTICS	Width: 4.43" x Height: 5.09" x Depth: 3"
WEIGHT	1.0 lbs/16.0 oz.
COLOR	Black
FREQUENCY RANGE	900 – 950 MHz; 8000 channels X 6.25 kHz steps
MODULATION	Proprietary Narrow Band
MEMORY	Non-Volatile
POWER	Lithium Thionyl Chloride batteries
APPROVALS	US: FCC CFR 47: Part 90, Part 24D, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119, RSS-210
OPERATING TEMPERATURE	-22°F to +185°F -30°C to +85°C
OPTIONS	Dual or single port availability; TouchCoupler only, wired only, Nicor connection
INSTALLATION ENVIRONMENT	100% condensing, water submersible
COMPATIBILITY	TouchCoupler and Wired Version: Sensus Encoded Registers Badger ADE water registers and MasterMeter AccuLink Wired Version Only: Elster Encoder (Sensus protocol) and Neptune ARB VI (ProRead), Hersey Translator
WARRANTY	20 years – Based on six transmissions per day. Refer to Sensus G-500 for warranty.

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SENSUS

2. Smart Point Specifications (Radio Transceiver) Non Pit Set

DS-W-AMR-00-00-0312-02-A

FlexNet™
SmartPoint™ M2

Description

Model 510M – Non Pit Set

The FlexNet SmartPoint M2 is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 510M is designed for non-submersible/non-pit installations. With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations.



Features

TOUCHCOUPLER DESIGN

The SmartPoint M2 utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint M2 can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire system. This results in a fast, efficient and reliable connection at minimal cost.

OPERATION

The FlexNet SmartPoint M2 receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed base collection device. The SmartPoint M2 easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint M2 collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint M2 interacts with one or more strategically placed Base Station located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI) at time of transmission. The FlexNet system provides unmatched reliability by

using expansive tower receiver coverage of metering end points, data/message redundancy, fail over back up provisions and operation on FCC primary use (unshared) RF spectrum.

POWERFUL TRANSMISSION, FLEXIBLE PLATFORM

The SmartPoint M2 offers several advantages that control both deployment and lifetime operation costs. It's powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And once the SmartPoint M2 is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

ADDITIONAL SMARTPOINT M2 FEATURES

The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint M2 stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint M2 also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves

time, space and money – without reducing system performance.

SPECIFICATIONS

SERVICE	Wall mounted (non-pit/non-submersible) installation interfacing the utility meter to the Sensus FlexNet system.
PHYSICAL CHARACTERISTICS	Width: 5 9/16" x Height: 5 1/2" x Depth: 3"
WEIGHT	1.13 lbs/16.08 oz.
COLOR	Tan
FREQUENCY RANGE	900 – 960 MHz, 8000 channels X 6.25 kHz steps
MODULATION	Proprietary Narrow Band
MEMORY	Non-Volatile
POWER	Lithium Thionyl Chloride batteries
APPROVALS	US: FCC, CFR 47: Part 90, Part 240, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119, RSS-210
OPERATING TEMPERATURE	- 22°F to +105°F - 30°C to + 85°C
OPTIONS	Dual or single port availability, TouchCoupler only, wired only
INSTALLATION ENVIRONMENT	The 510M is designed for side-of-home applications where it is not subject to submergence
COMPATIBILITY	TouchCoupler and Wired Version: Sensus Encoded Registers Badger ADE water registers and MasterMeter AccuLink Wired Version Only: Elster Encoder (Sensus protocol) and Neptune ARG VI (ProRead) Harsey Translator
WARRANTY	20 years – Based on six transmissions per day. Refer to Sensus G-500 for warranty.

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SCHEDULE C – TIME SCHEDULE

The Contractor shall perform the water meter read data services in compliance with the following Time Schedule.

1. MAJOR ACTIVITIES:

The City requires the Contractor to provide meter read data **three times per year per area** to the City's Finance department electronically in accordance with Schedule C – Time Schedule

- Each billing period consists of 4 months, from first of the first month to last day of the fourth month.
- Meter read request file is provided to the contractor on 10th of the last month of the respective billing period by 4:30 p.m. (local time) (or business day before if the 10th is a holiday or a weekend).
- Route resequencing file from the Contractor to the City no later than 4 business days by 4:30 p.m. (local time) after receiving the meter read request file.
- The Contractor has from 15th of the last month of the billing period to 14th of the following month to read the meters.
- The Contractor must provide the last reading file to the City by 4:30 p.m. (local time) on 15th of the following month of the last month of the billing period (or by 4:30 p.m. (local time) on next business day if 15th is a holiday or a weekend).
- N.B. Throughout the reading period the Contractor must provide completed routes each week and not wait till end of the reading period to provide the reads. An audit must be completed on each route before it is sent to the City.
- The City will provide the re-read file to the Contractor within five (5) days after the last reading file is received by the City by 4:30 p.m. (local time) or next business day if the 5th day is a holiday or weekend.
- The Contractor will complete the re-read file no later than three (3) business days after receiving the re-read file and provide the reread file by 4:30 p.m. (local time) on the 4th business day or by the next business day if the 4th business day falls on a holiday or weekend. An audit must be completed on each reread before it is sent to the City.

2. TIME TABLES

Table 1: Billing Period #1:

	Billing Period # 1	Meter Read Request File to Contractor By 4:30 p.m. (local time)	Route Resequencing file from Contractor By 4:30 p.m. (local time)	Contractor Reading Period	Last Reading File Received from Contractor By 4:30 p.m. (local time) *	Re-read file to Contractor By 4:30 p.m. (local time)	Re-read file from Contractor By 4:30 p.m. (local time)	Levy Date (or prior business day if the 30 th is a holiday or weekend
	A	B	C	D	E	F	G	H
Area 1	Jan - Apr	Apr 10	Apr 14	Apr 15 - May 14	May 15	May 20	May 24	May 30
Area 2	Feb – May	May 10	May 14	May 15 - Jun 14	Jun 15	Jun 20	Jun 24	Jun 30
Area 3	Mar - Jun	Jun 10	Jun 14	Jun 15 - Jul 14	Jul 15	Jul 20	Jul 24	Jul 30
Area 4	Apr - Jul	Jul 10	Jul 14	Jul 15 - Aug 14	Aug 15	Aug 20	Aug 24	Aug 30

* The Contractor must provide the last reading file to the City by 4:30 p.m. (local time) on 15th of the following month of the last month of the Billing Period (or by 4:30 p.m. (local time) on next business day if 15th is a holiday or a weekend).

Table 2: Billing Period #2:

	Billing Period #2	Meter Read Request File to Contractor By 4:30 p.m. (local time)	Route Resequencing file from Contractor By 4:30 p.m. (local time)	Contractor Reading Period	Last Reading File Received from Contractor By 4:30 p.m. (local time) *	Re-read file to Contractor By 4:30 p.m. (local time)	Re-read file from Contractor By 4:30 p.m. (local time)	Levy Date (or prior business day if the 30 th is a holiday or weekend
	A	B	C	D	E	F	G	H
Area 1	May – Aug	Aug 10	Aug 14	Aug 15 – Sep 14	Sep 15	Sep 20	Sep 24	Sep 30
Area 2	Jun – Sep	Sep 10	Sep 14	Sep 15 – Oct 14	Oct 15	Oct 20	Oct 24	Oct 30
Area 3	Jul – Oct	Oct 10	Oct 14	Oct 15 – Nov 14	Nov 15	Nov 20	Nov 24	Nov 30
** Area 4	Aug – Nov	Nov 10	Nov 14	Nov 15 – Dec 14	Dec 14	Dec 17	Dec 19	Dec 22

* The Contractor must provide the last reading file to the City by 4:30 p.m. (local time) on 15th of the following month of the last month of the Billing Period (or by 4:30 p.m. (local time) on next business day if 15th is a holiday or a weekend).

****N.B.** Area 4 billing period 2 has a compressed timeline due to Christmas closure

Table 3: Billing Period #3:

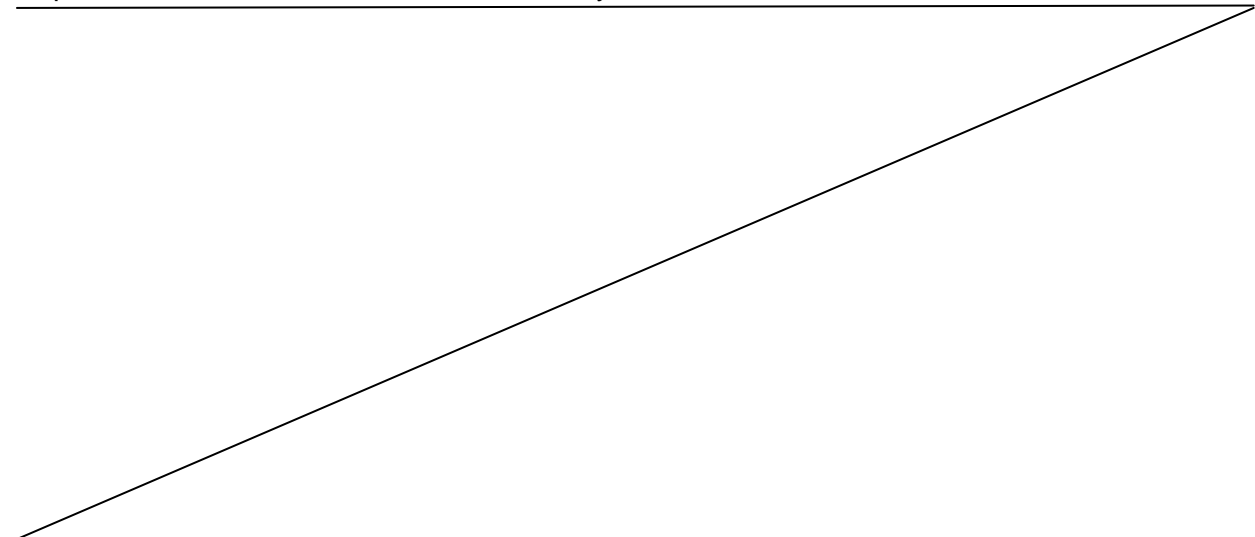
	Billing Period #3	Meter Read Request File to Contractor By 4:30 p.m. (local time)	Route Resequencing file from Contractor By 4:30 p.m. (local time)	Contractor Reading Period	Last Reading File Received from Contractor By 4:30 p.m. (local time) *	Re-read file to Contractor By 4:30 p.m. (local time)	Re-read file from Contractor By 4:30 p.m. (local time)	Levy Date (or prior business day if the 30 th is a holiday or weekend)
	A	B	C	D	E	F	G	H
Area 1	Sep – Dec	Dec 10	Dec 14	Dec 15 – Jan 14	Jan 15	Jan 20	Jan 24	Jan 30
Area 2	Oct – Jan	Jan 10	Jan 14	Jan 15 – Feb 14	Feb 15	Feb 20	Feb 24	Feb 28
Area 3	Nov – Feb	Feb 10	Feb 14	Feb 15 – Mar 14	Mar 15	Mar 20	Mar 24	Mar 30
Area 4	Dec - Mar	Mar 10	Mar 14	Mar 15 – Apr 14	Apr 15	Apr 20	Apr 24	Apr 30

* The Contractor must provide the last reading file to the City by 4:30 p.m. (local time) on 15th of the following month of the last month of the Billing Period (or by 4:30 p.m. (local time) on next business day if 15th is a holiday or a weekend).

The information provided in the above table(s) are estimates and provided for information purposes only and are subject to review with the Contractor. The City reserves the right to modify dates as listed in any of the above tables due to any City operational requirements.

The City requires meter reading data to be as equal as possible for the three billing periods.

The City will provide a comma separated file (CSV) (Refer to Section 8 of Schedule A –Scope of Services - Data Structure and Transfer section for file format details) along with route and sequence numbers. The Contractor will re-route and re-sequence as appropriate for meter readers within each meter reading area. The Contractor will provide updated route and sequence file in a CSV format back to the City.



SCHEDULE B – FEES AND PAYMENT

SCHEDULE C – TIME SCHEDULE

SCHEDULE D – PERSONNEL AND SUBCONTRACTORS

SCHEDULE E – ADDITIONAL SERVICES

SCHEDULE F – DATA AND SPECIFICATIONS SHEETS

SCHEDULE G – CONFIDENTIALITY AGREEMENT

SCHEDULE H – PRIVACY PROTECTION SCHEDULE

SCHEDULE I – CONTRACTOR PERFORMANCE ASSESSMENT REPORT

SCHEDULE J – CONTRACTOR HEALTH & SAFETY EXPECTATIONS

(SCHEDULES B THROUGH J WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED AND WILL INCLUDE DETAILS FROM THE RFP AND THE SUCCESSFUL PROPOSAL)

ATTACHMENT 2 - FORM OF PROPOSAL

RFP Project Title: Water Meter Read Services

RFP Reference No.: 1220-030-2016-044

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

- 1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2.0** **I/We confirm** having full knowledge that the City reserves the right to divide up the Services by type of work, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Services.
- 3.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

Appendix 1 – Statement of Departures;
Appendix 2 – Proponent's Experience, Reputation and Resources;
Appendix 3 – Proponent's Technical Proposal (Services);
Appendix 4 – Proponent's Technical Proposal (Time Schedule); and
Appendix 5 – Proponent's Financial Proposal.

4.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

5.0 I/We confirm that, if I/we am/are awarded the Contract, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "prime contractor", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted by this ____ day of _____, **2017**.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX 1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Agreement attached to the RFP as Attachment 1. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
----------------	--

_____	_____
_____	_____

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey business license;
- (e) If the Proponent's Services are subject to GST, the Proponent's GST Number is _____; and
- (f) If the Proponent 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 Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)
----------------	--

_____	_____
_____	_____

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)
----------------	--

_____	_____
_____	_____

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Appendix 1 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.

APPENDIX 2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational. Indicate how water meter reading services fits within your corporate structure. What factors differentiate your firm from others offering similar services;
- (ii) Proponent's should demonstrate their ability to perform the Services and Proponent's relevant experience and qualifications in delivering water meter reading services including approximate total volume of water meter reading services work performed for the last five years;
- (iii) Proponent should demonstrate their ability (written summary of the various meter locations) to locate and read meters in diverse locations in the City;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased). Proponents should provide a description of meter reading equipment, hardware and meter reading management system software;
- (v) Proponent's should provide information on your communications resources, including on-line internet access [the technical ability to send jpeg files with statistical information and digital pictures (before and after)], cell phones, two-way radio communications, use of hand held computers, maintaining contact with the City, and, in the event of an accident, allowing for immediate contact with emergency response units. This will include the ability to have complaint messages left 24 hours per day;
- (vi) Proponent's should identify at least three projects of a size, scope and nature similar to that contemplated by this RFP, which you have undertaken in the past three (3) years.

The City reserves the right to consider all aspects of a Proponents performance history, but will attribute significance to work that is similar in nature, magnitude and complexity. Assessment of past performance may include:

- Quality of Services;
 - Demonstrated ability to meet schedules;
 - Demonstrated knowledge of traffic control principles;
 - Communication;
 - Management excellence;
 - Customer satisfaction;
- (vii) Proponent's financial strength (with evidence such as financial statements, bank references);
 - (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services including their technical, professional and managerial qualifications, experience and accomplishments (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

- (ix) Proponents should provide a description if demand [additional workload] for your services increases, describe your plan to ensure that the City will continue to receive the meter reading services it requires in the future and that additional staff have the expertise to support this additional workload; and

Sub-Contractors

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

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

APPENDIX 3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) an understanding of the project, the scope of Services identified in this RFP, and the Proponent's ability, approach, and resources necessary to fulfill the requirements contained in this RFP. Clearly indicate any options, alternatives or creative approaches proposed. A specific point-by-point response, in the order listed to each requirement in the RFP;
- (ii) describe any performance baselines, and tracking, measuring and reporting [new technologies to improve productivity and reduce auditing errors];
- (iii) provide a detailed description (including what work will be done and what work will not be done) of your proposed water meter reading and data management processes to demonstrate a satisfactory water meter reading program; including, but not limited to the following elements:
 - Reading direct-read meters;
 - Reading meters equipped with automatic meter reading systems;
 - Account verification / data acquisition, validation and transfer;
 - Special reads;
 - Customer service relating to the meter reading;
 - Obtaining all necessary regulatory approvals relating to this project;
- (iv) a description of the standards and quality assurance standards to be met by the Proponent in providing the Services. Demonstrate that your organization has an established quality control and quality assurance plan, for identifying and preventing deficiencies in the quality of services. This plan will outline the scope of the activities, the level of resources needed, and related responsibilities in sufficient detail to enable the Evaluation Team to assess the plan;
- (v) specify what standard management reports pertaining to meter reads are available with your software. Provide examples of standard management reports pertaining to meter reads that you could provide;
- (vi) provide the following information specific to your company's customer service in the preferred format below:
 - (a) What are your hours of operation and when are key account people available?
 - (b) Describe how problem identification and resolution will be handled.
 - (c) How will you service our account? Describe the system you will use to manage our account.
 - (d) How do you respond to customer complaints and service issues? Identify your escalation process and the personnel that will handle escalation.
 - (e) How do you assess customer satisfaction?
 - (f) What are your quality of service assurance measures and how are they handled in you organization?
 - (g) Describe your company's problem resolution process; and
- (vii) a description of the proposed equipment Proponent intends to use in the performance of the Services, along with a strategy for integrating with the City's existing system.

APPENDIX 4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)

The responsibility lies with the Contractor to make sure that all the various components of the water meter read services are performed in accordance with Schedule C – Time Schedule.

When responding to the questions and requests below, the Proponent should clearly identify the responses as being answers to Appendix 4 questions within their Proposal document.

- (i) Can you meet the timelines and milestone dates discussed in Schedule C – Time Schedule?
- (ii) If not please provide a detailed understanding of why not?
- (iii) Provide a detailed time schedule, preferably in the form of a Gantt chart, including major tasks (and any associated sub-tasks) such as the following:
 - (a) Timeline needed to make ready to commence the services;
 - (b) Timeline needed to obtain read equipment; and
 - (c) Timeline needed to train staff in the scope of Services requirements.

APPENDIX 5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST) (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

A. Fees:

Description	Estimated Annual Reads	Unit Price Per Meter Read	Estimated Annual Amount \$
Water Meter Reads	193,500	\$	\$
Plus GST (5%):			\$
Total Proposal Price:			\$

The City estimates that 64,500 meters will be read in each 4 month period for an estimated annual reads of 193,500 meters.

B. Additional Services:

The following is a list of Additional Services. The Additional Services price(s) are an addition to the Proposal Price as set out in Section **A** above and do not include applicable sales taxes. DO NOT state a revised Proposal Price.

Description	Unit Price Per Meter Read
Unit rate per special meter read	\$
Unit rate per investigative meter read	\$

If the Contract is renewed after the initial Term the Proponent offers a discount of _____ %.

C. Payment Terms:

A cash discount of _____ % will be allowed if account is paid within ____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.