



REQUEST FOR QUOTATIONS

Title: Litter Control Services

Reference No.: 1220-040-2013-008

FOR THE SUPPLY OF GOODS AND SERVICES

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	ADDRESS FOR DELIVERY.....	3
3.	DATE.....	3
4.	INQUIRIES.....	3
5.	ADDENDA.....	4
6.	DURATION OF QUOTATION.....	4
7.	NO CONTRACT.....	4
8.	ACCEPTANCE.....	4
9.	CONTRACTOR'S EXPENSES.....	4
10.	CONTRACTOR'S QUALIFICATIONS.....	4
11.	CONFLICT OF INTEREST.....	4
12.	SOLICITATION OF COUNCIL MEMBERS, city staff and city consultants.....	5
13.	CONFIDENTIALITY.....	5
14.	SIGNATURE.....	5
ATTACHMENT 1	DRAFT QUOTATION AGREEMENT.....	06
SCHEDULE A	SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....	19
SCHEDULE A-1	PROPOSED 2013 LITTER CONTROL LOCATIONS.....	26
SCHEDULE B	QUOTATION.....	29

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B (the "Quotation") for the supply of the goods (if any) and services described in Schedule A (the "Specifications of Goods and Scope of Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may choose, in addition, to also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager,
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard,
Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail for PDF Files: purchasing@surrey.ca

Faxed or PDF emailed Quotations are permitted, but a Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation. If the Contractor prefers to submit a hard copy, the Contractor will submit one original unbound Quotation and 1 copy (2 in total).

3. DATE

The City would prefer to receive Quotations on or before Friday, June 21, 2013. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this Request for Quotations ("RFQ") will be directed in writing to:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager,
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard,
Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail for PDF Files: purchasing@surrey.ca

5. ADDENDA

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

6. DURATION OF QUOTATION

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

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the City.

7. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

8. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 6, the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed Attachment 1 on behalf of the City. Delivery of the signed Quotation by the City may be by fax.

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

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

11. CONFLICT OF INTEREST

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

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

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

13. CONFIDENTIALITY

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

14. SIGNATURE

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

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

- End of Page -

ATTACHMENT 1



QUOTATION AGREEMENT

Title: Litter Control Services

Reference No.: 1220-040-2013-008

FOR THE SUPPLY OF GOODS AND SERVICES

TABLE OF CONTENTS
DRAFT QUOTATION AGREEMENT

1.	DEFINITIONS AND INTERPRETATION	08
2.	GOODS AND SERVICES	09
3.	TERM	09
4.	TIME.....	09
5.	FEES AND DISBURSEMENTS.....	09
6.	PAYMENT.....	10
7.	USE OF WORK PRODUCT.....	10
8.	PERSONNEL AND SUBCONTRACTORS.....	10
9.	LIMITED AUTHORITY	11
10.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	11
11.	WARRANTIES	11
12.	INSURANCE AND DAMAGES	12
13.	CITY RESPONSIBILITIES.....	13
14.	DEFICIENCIES.....	13
15.	DEFAULT AND TERMINATION	13
16.	CURING DEFAULTS	14
17.	DISPUTE RESOLUTION	14
18.	WCB AND OCCUPATIONAL HEALTH AND SAFETY.....	15
19.	BUSINESS LICENSE	15
20.	GENERAL PROVISIONS FOR GOODS	15
21.	COMPLIANCE	16
22.	JURISDICTION OF COUNCIL AND NON-APPROPRIATION.....	16
23.	WAIVER	16
24.	APPLICABLE LAW	16
25.	NOTICES	16
26.	MERGER AND SURVIVAL.....	17
27.	ENTIRE AGREEMENT	17
28.	SIGNATURE	17
29.	FUEL EMISSIONS DATA	17
30.	ENUREMENT	18
	SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....	19
	SCHEDULE A-1 – PROPOSED 2013 LITTER CONTROL LOCATIONS	26
	SCHEDULE B – QUOTATION.....	29

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Litter Control Services

RFQ# 1220-040-2013-008

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue
Surrey, BC V3X 3A2

(the "City")

AND:

(the "Contractor")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor who is providing Goods and Services under this Agreement;
- (d) "Disbursements" means the actual out-of-pocket costs and expenses, which the Contractor incurs in providing the Goods and Services;
- (e) "Fees" means the price set out in Schedule B for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnities" has the meaning described in Section 11.2;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1.

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

- (a) this Agreement;
- (b) the RFQ; and
- (c) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods & Scope of Services; and

Schedule A-1 – Proposed 2013 Litter Control Locations

Schedule B – Quotation

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A and as described in Schedule A-1.

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B.

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

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on July 1, 2013 and terminating on June 30, 2013 (the "Term").

3.2 The City may at any time prior to 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 two (2) additional twelve (12) month renewal terms. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

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

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's agreement reference number: 1220-040-2013-008, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

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

6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.

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

6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.6 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.

7. USE OF WORK PRODUCT

7.1 Not Applicable

8. PERSONNEL AND SUBCONTRACTORS

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

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

8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 8.2 and 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods

or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators' liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for

deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

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

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

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

13. CITY RESPONSIBILITIES

13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

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

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

14. DEFICIENCIES

14.1 The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

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

the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

15.2 The City may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

15.3 If the City terminates this Agreement as provided by Section 15.2 then the City may:

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

16. CURING DEFAULTS

16.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

17. DISPUTE RESOLUTION

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

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

17.3 **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

17.4 **Litigation:** If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 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 supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 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.
- 18.3 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. That person will be the person so identified in Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 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.
- 18.6 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.
- 18.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

Not applicable

21. COMPLIANCE

- 21.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

- 23.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

24. APPLICABLE LAW

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

25. NOTICES

- 25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.
- 25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

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

27.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

28. SIGNATURE

28.1 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

29. FUEL EMISSIONS DATA

In 2007, the City of Surrey signed the BC Climate Action Charter, a voluntary agreement that commits the City to be carbon neutral in its corporate operations (for more information go to <http://www.livesmartbc.ca/community/charter.html>). The City is also committed to reducing corporate greenhouse gas (GHG) emissions by 20% by 2020.

Following on these commitments, the City of Surrey tracks its corporate energy use and greenhouse gas (GHG) emissions annually within traditional service areas. Where the City has a contractual arrangement to deliver these traditional services as defined under the BC Climate Action Charter, some of the GHG emissions from the services need to be included as part of the annual corporate emissions inventory.

Commencing January 1, 2013, the City will require all service providers to 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 described in the contract and to provide this data to the City at the earlier of termination of the assignment or at the end of each calendar year.

Data provided should include the following (see sample format):

- Type of fuel consumed (gasoline, diesel, natural gas, propane and bio-fuel blends); and
- Litres of fuel consumed in relation to the service delivered under the contract
 - Although actual fuel volumes are preferred, the City recognizes it may be difficult to assign fuel use to any particular contract. In these cases, apportioning fuel use for equivalent services based on contract dollar value, total service hours, or some other logical method is acceptable. If fuel consumption is prorated and/or estimated, the method of proration and/or estimation must be noted.

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

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

30. ENUREMENT

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

This Quotation is executed by the Contractor this _____ day of _____, 20__.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is executed by the City of Surrey this _____ day of _____, 20__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name of Purchasing Representative)

SCHEDULE A
SCOPE OF SERVICES



LITTER CONTROL SERVICES

SCHEDULE A SCOPE OF SERVICES

The referenced Scope of Services as written are stated in general terms. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

1. Scope of Services

- 1.1 The Scope of Services consist of pick-up, bagging, removal and proper disposal of accumulated litter and debris either on a daily, weekly, bi-weekly or monthly basis along approximately **142.2 kilometres** (100.2 kilometres of Translink work site locations and of 37.1 kilometres of City work site locations as set out in Schedule A-1) of City roadways and boulevards, including but not limited to, surrounding sidewalks, medians and traffic islands **[BOTH SIDES OF THE ROAD INCLUDING LITTER COLLECTED WITHIN ROAD RIGHT-OF-WAY]** as well as disposal and any other related items of work necessary.
- 1.2 On each visit the Contractor shall be responsible for the collection and removal of: trash, unauthorized signs (e.g. real estate services, broken election signs or product advertising), waste, broken glass, bottles, cans, papers, leaves, grass clippings, branches and other unsightly debris from property line to property line along all of the roadways. The main reason for this work is to remove all litter from the right of way to maintain a clean appearance on the City main arterial roadways and core commercial areas.
- 1.3 Litter and debris that have been collected through the course of a day shall be removed from the project site(s) at the end of each work day and disposed of off the right-of way. Failure to perform litter and debris removal in a proper and timely manner or failure to remove collected litter and debris at the end of each work day will result in the immediate shut-down of all operations until proper litter removal operations are performed, or until collected litter and debris is removed from the project site(s). A "shut-down" is considered indicative of the Contractor's overall performance level, and repeated shut-downs may be considered cause for termination of a contract.
- 1.4 Contractor will be responsible for all traffic control required.
- 1.5 Any hazardous substance is not to be disturbed. The Contractor is to notify the City of the location(s) immediately and the City will arrange for the removal and safe disposal.

2. Hours of Work

- 2.1 Work shall take place during daylight hours of 7:00 a.m. to 4:00 p.m., Monday to Friday inclusive, excluding Statutory holidays.
- 2.2 Weekend work will only be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the Contract.
- 2.3 The City is to be informed one week in advance of any stoppage or restart of work.

3. Responsibilities of the Contractor

- 3.1 The Contractor is to supply all labour [including any specialized labour], certain supplies, equipment, machinery, supervision and management to perform the Scope of Services.
- 3.2 The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.
- 3.3 The Contractor is to initiate, maintain, supervise, observe and comply with all safety precautions and programs in connection with the work done in accordance with all applicable federal, provincial and local laws, regulations and ordinances.

3.4 The Contractor is to provide transportation to and from all job sites and is to be paid for by the Contractor. This includes any transportation required between job sites during the working period.

3.5 The Contractor must have all their vehicles identified with company name. This must be fully legible and displayed in a professional manner.

4. Communications

4.1 A telephone number and dispatch point shall be manned continuously from 7:00 a.m. to 5:00 p.m. by a person designated to make decisions on behalf of the Contractor on the deployment of Contractor's personnel.

4.2 The Contractor shall notify the Engineering Department, Operations Division, Dispatch (Radio Room) at (Tel.) 604-590-7226, (Fax) 604-591-7836 of the proposed work schedule twenty-four (24) hours in advance.

4.3 All Contractors' employees must be able to be contacted by the City while on the job. This may be by cellular telephone or dispatched by the Contractor.

4.4 The Contractor is to contact the following Project Manager for the area work planned. The Contractor is to provide a schedule five (5) working days prior to the start of the Services.

Project Manager

Harry Janda, EA Contracts & Solid Waste
Engineering Dept./Operations Division
Telephone: 604-590-7208
Fax: 604-591-7836

5. Definitions and Interpretations

5.1 In these Scope of Services:

(a) **“Weekly”** means the services as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of the Agreement that must occur during each calendar week between Monday and Friday.

(b) **“Bi-weekly”** means the services as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of the Agreement that must occur during each two-week calendar between Monday and Friday.

(c) **“Monthly”** means the services as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of the Agreement that must occur during each four-week calendar between Monday and Friday.

6. Schedule of Services

6.1 The Contractor agrees to provide the Services to the site locations in accordance with the service schedule as set out in Schedule A-1. The City, will issue a forty-eight (48) hour notice, written and/or verbal, before a litter control service is changed. All service cycles are to be completed to the complete satisfaction of the City, and prior to submission of an invoice for payment.

6.2 **The Schedule and Scope of Services will be determined subject to sufficient available funding.** The City will determine, in its sole discretion, following the review and evaluation of all Quotations, the manner and frequency of service to be provided.

6.3 **The City may from time to time, by written notice to the Contractor, make changes in the schedule and Scope of Services.** The initial defined frequency may be increased or decreased in accordance with litter conditions and available funding. As such, Contractors are asked to provide a Quotation on the various frequency of service schedules as follows:

- once every week (weekly);
- every 2 weeks (Bi-weekly); and,
- once a month.

6.4 In addition, the City reserves the right to increase or decrease the frequency and/or total area of litter control services at any time during the term. There is to be no penalty, or additional cost to the City for any reduction in the amount of the Service.

6.5 The City has the authority to cancel scheduled litter pickup at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. Contractor will be notified 48 hours in advance of any such cancellation.

7. Materials and Equipment

7.1 The Contractor is to furnish and pay for all materials, supplies, equipment, machinery, tools, appliances, fuel, power, light, heat, water and sanitation facilities, and all other facilities and incidentals whether temporary or permanent necessary for litter pick-up, bagging, removing and properly disposing of litter picked-up.

7.2 The Contractor is to provide and have available at all times all of the equipment necessary to perform all of the requirements. Said equipment is to be of first quality [Professional Grade], fully adequate for the function intended and the first class level of service required, and maintained in excellent condition and repair at all times.

7.3 Contractor's vehicles are to:

- (a) show evidence of an annual safety inspection and display proper registration and license;
- (b) be identified with the Contractor's company name; and,
- (c) be equipped with fully operating back-up alarms, multiple lite revolving/strobe lights, and fluorescent red/orange flags, and other necessary warning systems.

8. Traffic Control

8.1 The Contractor to conduct in such a manner to avoid unnecessary interference to existing traffic. For all works on City streets, lanes or sidewalks, all traffic control to be provided by the Contractor, at the Contractor's expense. The Contractor to adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways".

8.2 The Contractor to provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flag-persons, watch-persons and lights as may be necessary or as may be ordered by the City in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the City's opinion keep any roadway open for the use of the public, or for some restricted use specified by the City for such width as the City may direct.

8.3 The Contractor will, from the date of commencement to the date of completion of the Contractor's Work on a given project, assume responsibility for the barricading and signing of hazards resulting from such works, or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above mentioned date of commencement.

8.4 When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City shall have the power to order additional lights at the Contractor's expense if, in the City's opinion, they are or may be required.

8.5 ***No lane closures are permitted during the periods 7am – 9am and 3pm – 6pm, Monday to Friday. Where a safe environment cannot be maintained, the Contractor shall schedule his work during low traffic times at no additional cost to the City.***

8.6 The Contractor may be requested to apply for and obtain a Traffic Obstruction Permit from the City.

9. Inspection of Work Performed / Progress Report

9.1 The City will be using spot checks and inspections to determine the quality of work, the accuracy of submitted records, and claims for the number of kilometres of litter pick-up performed. If any discrepancies relating to the number of kilometres performed or the accuracy of recorded information arises, the City shall impose full time inspection for the remainder of the Contract. The City may, however, reduce the level of this full time inspection at any time.

9.2 The cost of additional inspections due to the imposition of full time inspection by the City shall be borne by the Contractor. For the purpose of this calculation, the additional cost of inspection is estimated at \$205.00 per working day.

9.3 The Contractor shall return to, and perform litter pick-up and removal actions claimed as completed, but through inspection are determined to have incomplete or unsatisfactory work, at no additional cost to the City.

10. Safety Attire

10.1 All personnel performing the Services are to be properly attired with safety-toed footwear, hardhat, reflective workplace safety clothing.

11. Environmental Protection

11.1 The Contractor will be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City Acts and by-laws Waste Management Act and any other applicable acts and Surrey Parks Department Pesticide Policy and Guidelines in respect to air, earth and water pollutants.

12. Waste Sites

12.1 The Contractor is responsible to dispose of all debris, trash and unsuitable materials collected. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

12.2 The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment.

12.3 The Contractor shall be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the *Waste Management Act*, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.

13. Inclement Weather

- 13.1 The Services are to be continuous except in the event of inclement weather. The City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City.
- 13.2 While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favourable enough to proceed.
- 13.3 If the City reasonably determines that any portion of the Services is to be cancelled the Contractor will not receive payment for that portion of the cancelled Services.

14. Lost Property

- 14.1 The Contractor is to develop and implement a process and procedure for receiving and maintaining any lost property of value found during the performance of the Services. The Contractor is required to secure the handling of valuables and the disposition of these valuables to the City within 24 hrs. of the Contractor finding such items.
- 14.2 The City will process the recovery of lost items, and if possible determine their rightful owners, and the disposition of unclaimed articles through the City's auction process.

15. Damage

- 15.1 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 work 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, employees or agents. Acceptance of the Services will not relieve the Contractor of the responsibility 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.

16. Correction of the Services Performed

- 16.1 In the event the City determines that any portion of the Services is not in accordance with the requirements of this RFQ, and the City determines in its sole discretion that reperformance of the defective work will adversely impact the time schedule, the City may either 1) direct the Contractor to reperform the work without cost to the City or adjustment in the time schedule or 2) accept the defective work and reduce the contract sum by an amount which, in the City's reasonable discretion, is appropriate and equitable. Such adjustment will be effected whether or not final payment has been made and shall not require the acceptance of the Contractor.

17. Permits and Fees (Where Applicable)

- 17.1 The Contractor is to secure and pay for all permits, and governmental fees, licenses and inspections necessary for proper execution and completion of the Services which are customarily secured after execution of an agreement and which are legally required when Quotations are received or negotiations are concluded. The Contractor is to comply with and give notices required by Laws applicable to performance of the Services.

18. Quantities

- 18.1 Any quantities for unit prices listed in Schedule B are estimates for the purpose of comparing Quotations only. The City does not expressly nor by implication agree that the actual amounts of work will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed necessary, or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated. Payment will be made only for the actual measured quantities of work performed.

SCHEDULE A-1

PROPOSED 2013 LITTER CONTROL LOCATIONS



LITTER CONTROL SERVICES

**SCHEDULE A-1
2013 Litter Control Schedule**

1. Frequency – Weekly or Bi-Weekly or Monthly

Road	From	To	KM Translink	KM City
104 Ave	Scott Road	160 St	4.8	3.2
144 St	108 Ave	100 Ave		1.6
148 St/Surrey Rd	108 Ave	King Road		1.8
156 St	104 Ave	108 Ave		0.4
Bentley Road	KGH	Hilton Road		0.2
Grace Road	North Perimeter	Scott Road		1.6
Old Yale/108 Ave	Scott Road	152 St	3.1	3.2
South Perimeter (116 Ave, King Rd)	Grace Rd	Surrey Rd	8.1	
140 St	88 Ave	108 Ave		4.0
140 St	108 Ave	96 Ave		2.4
88 Ave	120 St	176 St	8.1	
90 Ave	Holt Rd	126 St		1.2
96 Ave	120 St	176 St	8.0	
Holt Road	88 Ave	120 St		0.6
80 Ave	122 St	136 St		2.0
175 St	Hwy # 10	60 Ave	1.2	
192 St	Hwy # 1	98A Ave		1.3
64 Ave	120 St	152 St	6.4	
64 Ave	165 St	Fraser Hwy	5.4	
72 Ave	134 St	138 St		0.8
72 Ave	120 St	134 St		2.8
72 Ave	138 St	152 St		2.8
Barnston Dr E/96 Ave	176 St	196 St	4.0	
Hwy #10	176 St	184 St		1.6
Hwy #10	184 St	192 St	1.6	
120 St/Scott Road	58 Ave	King George Blvd	11.0	
King George Blvd	64 Ave	68 Ave	0.8	
King George Blvd	68 Ave	76 Ave	1.6	
King George Blvd	76 Ave	100 Ave	4.8	
King George Blvd	100 Ave	Scott Road	4.8	
King George Blvd	64 Ave	48 Ave	4.0	
152 St	Colebrook Road	64 Ave	2.5	
152 St	64 Ave	80 Ave	3.2	
152 St	80 Ave	108 Ave	5.6	
160 St	88 Ave	104 Ave		3.2
104 Ave	160 St	168 St	3.6	
Binnie Lane	Grosvenor Road	Bentley Road		0.1
Bridgeview Dr	King George Blvd	116 Ave	1.2	
Whalley Blvd	108 Ave	Fraser Hwy		2.1
Fraser Hwy	King George Blvd	168 St	6.4	
Hilton Road	Bentley Road	108 Ave		0.2
Sub Total:			100.2	37.1
TOTAL:			137.3	

2. Frequency – Daily

Road	From	To	KM Translink	KM City
King George Hwy	64 Ave	88 Ave	4.9	
Sub Total:			4.9	
TOTAL:			4.9	

- End of Page -

SCHEDULE B
FORM OF QUOTATION



LITTER CONTROL SERVICES



SCHEDULE B QUOTATION

RFQ Title: Litter Control Services
RFQ No: 1220-040-2013-008

CONTRACTOR

Legal Name: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

CITY OF SURREY

City's Representative: Acting Purchasing. & AP Mgr.
Address: 6645 – 148 St., Surrey, BC V3S 3C7
Phone: 604-590-7274 Fax: 604-599-0956
Email for PDF Files: purchasing@surrey.ca

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

TABLE A – PRICING

Payment Terms:

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

Line Item #	ROADWAYS	APPROX. QUANTITY (IN KM) (A)	SERVICE FREQUENCY					
			WEEKLY		BI-WEEKLY		MONTHLY	
			UNIT PRICE/KM (B)	AMOUNT (A x B)	UNIT PRICE/KM (C)	AMOUNT (A x C)	UNIT PRICE/KM (D)	AMOUNT (A x D)
1.	TRANSLINK	100.2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	CITY	37.1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Line Item #	ROADWAYS	APPROX. QUANTITY (IN KM) (A)	DAILY SERVICE FREQUENCY	
			UNIT PRICE/KM (B)	AMOUNT (A x B)
3.	TRANSLINK	4.9	\$ _____	\$ _____

Totals	WEEKLY + DAILY	BI-WEEKLY + DAILY	MONTHLY + DAILY
Sub. Total:	\$ _____	\$ _____	\$ _____
GST (5%):	\$ _____	\$ _____	\$ _____
TOTAL QUOTATION PRICE:	\$ _____	\$ _____	\$ _____

Notes:

- A. The quantities indicated are approximate only and shall be used for the comparison of proposals. Quantities may change from year to year.
 - B. Payments will be made based on the unit prices quoted above, and the actual quantities of work completed as measured in the field.
 - C. No other payments will be made to the Contractor except for extra work ordered in writing by the City.
2. If this Quotation is accepted by the City, a contract will be created as described in:
- (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
4. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

5. I/We have reviewed the RFQ Attachment 1 – Draft Quotation Agreement. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Departure/Alternative
---------	-----------------------

6. The City requires that the successful Contractor have the following in place before providing the Goods and Services:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number: _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the 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 web site at www.surrey.ca see Standard Certificate of Insurance;
 - (d) City of Surrey business license Number: _____
 - (e) If the Contractor's Goods and Services are subject to HST,
the Contractor's HST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada,
Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

7. The Contractor acknowledges that the departures it has requested in Section 5 and 6 of the Quotation will not form part of the agreement unless and until the City agrees to them in writing by initializing or otherwise specifically consenting in writing to be bound by any of them.

EXPERIENCE, REPUTATION AND RESOURCES:

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

9. Contractor should provide:
 a) a brief history of the firm; and
 b) size of permanent staff and categories

10. Contractor should provide a list of previous projects undertaken and completed involving similar scope of work. The City's preference is to have a minimum of three references (use the spaces provided and/or attach additional pages, if necessary):

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	PHONE & CONTACT	SCOPE OF WORK	BUDGET		WORK SCHEDULE	
					ORIGINAL	ACTUAL	PROPOSED	ACTUAL

11. Contractor should provide information on the background and experience of all **key personnel** proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

12. Contractor 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 PARTS OF WORK TO BE SUBLET	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH CONTRACTOR	PHONE NUMBER, FAX NUMBER, AND EMAIL ADDRESS

13. Contractor should provide the following information on the plant and equipment that will be utilized in the performance of the Services (use the spaces provided and/or attach additional pages, if necessary):

Plant and/or Equipment Under Contractors Control:

1.	2.
3.	4.
5.	6.
7.	8.

Plant and/or Equipment to be Rented:

1.	2.
3.	4.
5.	6.
7.	8.

Plant and/or Equipment to be Purchased:

1.	2.
3.	4.
5.	6.
7.	8.

14. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is executed by the Contractor this _____ day of _____, 2013.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)