



REQUEST FOR QUOTATIONS

Title: AUTOMATIC TRAFFIC COUNT PROGRAM

Reference No.: 1220-040-2013-070

FOR THE SUPPLY OF GOODS AND SERVICES

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and 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, B.C. 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 three (3) copies (four (4) in total).

3. DATE

The City would prefer to receive Quotations on or before November 07, 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, B.C. V3S 3C7

Fax: 604-599-0956

Email: 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.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: AUTOMATIC TRAFFIC COUNT PROGRAM

Reference No.: 1220-040-2013-070

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Automatic Traffic Count Program

RFQ# 1220-040-2013-070

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 as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "Fees" means the price set out in Section B-2 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) "Indemnitees" 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 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 B.
- 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 Section B-2.
- 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 Section B-2. 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 (START DATE PENDING) and terminating on May 30, 2014 (the "Term").
- 3.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force 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. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

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 purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor

that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

- 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 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

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 In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.

15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

15.3 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.

- 15.4 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.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 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.
- 15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

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

20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:

Livingston International Inc.

Telephone: 604-685-3555

Fax: 604-605-8231

Email: cst19@livingstonintl.com”

20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

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. ENUREMENT

29.1 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)

(Signature of Authorized Signatory)

(Print Name and Position 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)

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The City of Surrey Traffic Operations Section is seeking Quotations for traffic volume surveys using automatic traffic counters.

LOCATIONS

The City of Surrey will require:

- One traffic count per year at approximately 526 count stations for a 7 day time period

A list of the 2013/2014 City of Surrey traffic count stations is attached.

SCOPE OF PROJECT

The scope of project involves:

- setting out and retrieving automatic traffic counters on Surrey roadways at approximately 526 locations.
- downloading and configuring of raw data retrieved from the automatic traffic counters.
- providing a data disk (or other electronic means approved by the Contract Administrator) of the configured counts to the Contract Administrator.
- maintenance and repair of the automatic traffic counters and accessories over the course of the contract.
- provision of traffic control and diversion as required.

GENERAL OPERATIONS

Traffic data collection under the planned program will consist of the various types of counts outlined below:

<u>Type of Count</u>	<u>Locations</u>	<u>Retrieval Frequency</u>
Scheduled Traffic Counts	526	once a year

The work program has the following equipment available to supplement the contractors equipment:

- City owns 12 "PEEK ADR 1000 Plus" automatic traffic counters

RESPONSIBILITIES:

The City to:

- Provide 12 traffic counters.
- Review set-up, operation, calibration and download procedures with Contractor.
- Provide list of locations to be counted.
- Be responsible for the cost of the repair and maintenance for the City of Surrey's traffic counting equipment.
- Provide associated software (PEEK TOPS) and interface cable required to download data to Contractor's computer.
- Be responsible for the cost of the replacement of the City of Surrey's hoses and clamps damaged beyond further use.
- Review data sent by the contractor and accept or reject the data based on the accuracy of the data.

The Contractor to:

- Provide additional counters necessary to complete the project.
- Provide labour to install traffic counters at required locations.
- Provide all consumable and miscellaneous materials, transportation, etc. required to set counters and retrieve data.
- Collect, download, and check for accuracy the data at Contractor's office and provide the City with at least 5 days of complete data per location.
- Be responsible for sending out faulty units for servicing.
- Return all traffic counters units to the City at the completion of the program in the same operating condition they were received at the start of the program.
- Be responsible for the replacement of any traffic counting units that are lost or stolen or damaged beyond repair.

2013/2014 AUTOMATIC TRAFFIC COUNT

The City may decide and direct the Contractor to provide additional count information, as required, and the Contractor should be obliged to provide the same.

The aim of a traffic count is to capture data that reflects traffic patterns on a typical weekday. A traffic count should not, therefore, be done the day after a public holiday as traffic pattern will not have returned to normal by then. Thus, if a public holiday falls on Tuesday, the count should not start before the coming Thursday.

Similarly, a traffic count should not be conducted during a school break, unless specified by the City.

COMPUTER FACILITIES

In Office

The Contractor is to supply at his facility, and at his cost, a personal microcomputer (or compatible) capable of operating the required traffic counter software, which is used in conjunction with the traffic counter equipment. The software will be provided to the Contractor by the City for the purpose of a Contract. Traffic counter software training will also be provided to the Contractor by the City. At the termination of the contract, the Contractor is to return all copies of the software directly to the City.

In Field

The Contractor is to carry in the truck, at all times, and at his cost, a personal micro computer PC (or compatible) portable for the purpose of calibrating/configuring traffic counter equipment and downloading raw data from the counter to the portable computer.

Contractor is to keep both computers (stationary and portable) in good working order throughout the duration of a Contract. Maintenance of computer equipment is to be provided by the Contractor at his cost.

UNIT PRICE PER ATTACHED SCHEDULE C

The unit prices should include the following:

- Cost to configure traffic counter units.
- Setting-out and picking-up traffic counters from the program locations as well as special counts as specified by the Contract Administrator.
- Retrieval of raw data from the counter units
- Proper configuration of the raw data information, as specified by the Contract Administrator.
- Presentation of a data disk to the City of the configured traffic count information

- When a site may require two units at a location the party awarded a Contract will be paid for two units.

The unit price should be based on the anticipated effort and disbursements to complete the program of data collection at approximately 526 locations over the defined counting period.

Cost estimates should include contingencies for loss of data or faulty count information and lost or stolen equipment. **No payment will be issued to the Contractor from the City for any faulty count information or lost or stolen equipment, regardless of the reason.**

The respective amount of service to be done and carried out and Goods to be furnished is an estimate for the purpose of comparing Quotations only. The City does not expressly, nor by implication, agree that the actual amount of work will correspond even approximately to this estimate, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the Contract Administrator. The Contractor is to 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 as stated in Schedule C.

WEATHER LIMITATIONS

Except for flooding, snow and or icy road surface conditions, the Contractor must ensure that all programmed traffic count studies are conducted as scheduled throughout the contract.

TRAFFIC COUNT RECORDS

Comprehensive records of completed traffic count locations will be provided to the Contract Administrator by the Contractor on a weekly basis.

LOST OR STOLEN TRAFFIC COUNTERS

The Contractor to ensure that contingencies are included in the unit price to include the possibility of lost or stolen traffic counts. Lost or stolen traffic counters should be replaced by the Contractor at the Contractor's expense with no subsequent cost to the City, regardless of the reason.

TRAFFIC CONTROL

The Contractor should at all times ensure the safety of the public while setting out or retrieving traffic counter equipment.

The Contractor is to be responsible for any required traffic signage, flagging and control while performing work covered by a Contract. In general, the following procedure should be followed:

Whenever required to obstruct traffic for the set-up or retrieval of traffic counter equipment, the Contractor is to provide the necessary signs, and/or other warning devices as specified in the document "Province of British Columbia Ministry of Transportation - Traffic Control Manual for Work on Roadways". The requirement for the Contractor to obtain a Traffic Obstruction Permit is hereby waived.

In addition, the Contract Administrator may decide and direct the Contractor to provide such traffic control as in the opinion of the Contract Administrator are required; and the Contractor should be obliged to provide same. Payment for all such requirements is deemed to be included in the Quotation unit prices and no extra payment shall be made.

SCHEDULE A-1
LIST OF LOCATIONS FOR 2013/2014 TRAFFIC VOLUME MAP

Number	On	From	To	Comments
1	0 Ave	177A St	196 St	
2	100 Ave	124 St	128 St	
3	100 Ave	132 St	98 Ave	
4	100 Ave	KGB	Whalley	
5	100 Ave	Whalley	140 St	
6	100 Ave	140 ST	144 St	
7	100 Ave	144 St	148 St	
8	100 Ave	148 St	152 St	
9	100 Ave	152 St	154 St	
10	100 Ave	154 ST	156 ST	
11	100 Ave	156 St	160 St	
12	100 Ave	170 St	177A St	
13	101 Ave	150 ST	152 St	
14	102 Ave	Whalley	140 St	
15	102 Ave	KGB	Whalley	
16	102 Ave	University Dr	KGB	
17	102A Ave	152 ST	154 St	
18	103 Ave	140 St	144 St	
19	104 Ave	168 St	176 St	
20	104 Ave	164 St	168 St	
21	104 Ave	160 St	164 St	
22	104 Ave	154 ST	156 St	
23	104 Ave	152 ST	154 St	
24	104 Ave	150 St	152 St	
25	104 Ave	148 St	150 St	
26	104 Ave	144 ST	148 St	
27	104 Ave	140 St	144 St	
28	104 Ave	Whalley	140 St	
29	104 Ave	KGB	Whalley	
30	104 Ave	University Dr	KGB	
31	104 Ave	132 ST	University Dr	
32	104 Ave	128 ST	132 ST	
33	104 Ave	Scott Rd	128 St	
34	105 Ave	150 ST	152 St	
35	105 Ave	152 St	154 St	
36	108 Ave	128 St	132 St	
37	108 Ave	132 St	University Dr	
38	108 Ave	University Dr	KGB	
39	108 Ave	KGB	Whalley	
40	108 Ave	Whalley	140 St	

Number	On	From	To	Comments
41	108 Ave	140 St	144 St	
42	108 Ave	144 St	148 St	
43	108 Ave	148 St	Oriole	
44	108 Ave	150 St	Hwy 1	
45	108 Ave	156 St	160 St	
46	108 Ave	160 St	168 St	
47	110 Ave	Scott Rd	KGB	
48	111 Ave	128 St	132 St	
49	112 Ave	136 St	Grosvenor Rd	
50	112 Ave	132 St	136 St	
51	121 St	64 Ave	68 Ave	
52	122 St	92 Ave	96 Ave	
53	122A St	72 Ave	75 Ave	
54	124 St	60 Ave	64 Ave	
55	124 St	64 Ave	68 Ave	
56	124 St	68 Ave	72 Ave	
57	124 St	72 Ave	75 Ave	
58	124 St	75 Ave	80 Ave	
59	124 St	80 Ave	82 Ave	
60	124 St	92 Ave	96 Ave	
61	124 St	96 Ave	100 Ave	
62	125A St	54 Ave	New McLellan	
63	126 St	92 Ave	96 Ave	
64	126 St	88 Ave	92 Ave	
65	128 St	16 Ave	20 Ave	
66	128 St	20 Ave	24 Ave	
67	128 St	24 Ave	Crescent Rd	
68	128 St	New McLellan	Hwy 10	
69	128 St	60 Ave	64 Ave	
70	128 St	64 Ave	68 Ave	
71	128 St	68 Ave	72 Ave	
72	128 St	72 Ave	76 Ave	
73	128 St	76 Ave	80 Ave	
74	128 St	80 Ave	84 Ave	
75	128 St	84 Ave	88 Ave	
76	128 St	88 Ave	92 Ave	
77	128 St	92 Ave	96 Ave	
78	128 ST	96 Ave	100 Ave	
79	128 St	100 Ave	104 Ave	
80	128 St	104 Ave	108 Ave	
81	130 St	64 Ave	68 Ave	
82	130 St	68 Ave	72 Ave	
83	132 St	New McLellan	Hwy 10	

Number	On	From	To	Comments
84	132 St	60 Ave	64 Ave	
85	132 St	64 Ave	68 Ave	
86	132 St	68 Ave	72 Ave	
87	132 St	72 Ave	76 Ave	
88	132 St	76 Ave	80 Ave	
89	132 St	80 Ave	84 Ave	
90	132 St	84 Ave	88 Ave	
91	132 St	88 Ave	92 Ave	
92	132 St	92 Ave	96 Ave	
93	132 St	96 Ave	100 Ave	
94	132 St	100 Ave	Old Yale	
95	132 St	Old Yale Rd	104 Ave	
96	132 St	104 Ave	108 Ave	
97	132 St	108 Ave	KGB	
98	134 St	68 Ave	72 Ave	
99	134 St	64 Ave	68 Ave	
100	134 St	92 Ave	96 Ave	
101	134 St	96 Ave	98 Ave	
102	136 St	KGB	112 Ave	
103	137 St	72 Ave	76 Ave	
104	138 St	68 Ave	70 Ave	
105	138 St	70 Ave	72 Ave	
106	138 St	74 Ave	76 Ave	
107	140 St	16 Ave	20 Ave	
108	140 St	20 Ave	24 Ave	
109	140 St	24 Ave	32 Ave	
110	140 St	32 Ave	Crescent Rd	
111	140 St	72 Ave	74 Ave	
112	140 St	74 Ave	84 Ave	
113	140 St	84 Ave	88 Ave	
114	140 St	88 Ave	92 Ave	
115	140 St	92 Ave	96 Ave	
116	140 St	96 Ave	Fraser Hwy	
117	140 St	Green Timbers	100 Ave	
118	140 St	Fraser Hwy	Green Timbers	
119	140 St	100 Ave	102 Ave	
120	140 St	102 Ave	104 Ave	
121	140 St	104 Ave	108 Ave	
122	140 St	108 Ave	Grosvenor Rd	
123	142 St	60 Ave	64 Ave	
124	142 St	Hyland Rd	64 Ave	
125	144 St	24 Ave	32 Ave	
126	144 St	Hwy 10	60 Ave	

Number	On	From	To	Comments
127	144 St	60 Ave	64 Ave	
128	144 St	64 Ave	68 Ave	
129	144 St	68 Ave	72 Ave	
130	144 St	72 Ave	76 Ave	
131	144 ST	76 Ave	84 Ave	
132	144 ST	84 Ave	88 Ave	
133	144 St	88 Ave	Fraser Hwy	
134	144 St	100 Ave	104 Ave	
135	144 St	104 Ave	108 Ave	
136	148 St	16 Ave	20 Ave	
137	148 St	20 Ave	24 Ave	
138	148 St	24 Ave	28 Ave	
139	148 St	28 Ave	KGB	
140	148 St	Hwy 10	60 Ave	
141	148 St	60 Ave	64 Ave	
142	148 St	64 Ave	68 Ave	
143	148 St	68 Ave	72 Ave	
144	148 St	72 Ave	76 Ave	
145	148 St	84 Ave	88 Ave	
146	148 St	88 Ave	Fraser Hwy	
147	148 St	Fraser Hwy	96 Ave	
148	148 St	96 Ave	100 Ave	
149	148 St	100 Ave	104 Ave	
150	148 St	104 Ave	108 Ave	
151	148 St	108 Ave	110 Ave	
152	150 St	100 Ave	104 Ave	
153	150 St	104 Ave	108 Ave	
154	152 St	16 Ave	Martin Dr	
155	152 St	Martin Dr	20 Ave	
156	152 St	24 Ave	KGB	
157	152 St	KGB	30 Ave	
158	152 St	30 Ave	32 Ave	
159	152 St	32 Ave	34 Ave	
160	152 St	34 Ave	40 Ave	At 36 Avenue
161	152 St	40 Ave	Colebrook Rd	
162	152 St	54A Ave	Colebrook Rd	
163	152 St	54A Ave	56 Ave	
164	152 St	Panorama Dr	60 Ave	
165	152 St	60 Ave	64 Ave	
166	152 St	64 Ave	68 Ave	
167	152 St	76 Ave	82 Ave	
168	152 St	82 Ave	84 Ave	
169	152 St	84 Ave	88 Ave	

Number	On	From	To	Comments
170	152 St	Fraser Hwy	92 Ave	
171	152 St	92 Ave	96 Ave	
172	152 St	88 Ave	Fraser Hwy	
173	152 St	100 Ave	102A Ave	
174	152 St	102A Ave	104 Ave	
175	152 St	104 Ave	Hwy 1	At 105 Ave
176	152 St	Hwy 10	Panorama Dr	
177	154 St	16 Ave	20 Ave	
178	154 St	20 Ave	24 Ave	
179	154 St	100 Ave	102A Ave	
180	154 St	102A Ave	104 Ave	
181	154 St	Hwy 1	104 Ave	
182	156 St	16 Ave	20 Ave	
183	156 St	20 Ave	KGB	
184	156 St	20 Ave	KGB	
185	156 St	KGB	24 Ave	
186	156 St	Hwy 10	64 Ave	
187	156 St	80 Ave	82 Ave	
188	156 St	82 Ave	84 Ave	
189	156 St	84 Ave	Fraser Hwy	
190	156 St	88 Ave	92 Ave	
191	156 St	92 Ave	96 Ave	
192	156 St	96 Ave	100 Ave	
193	156 St	100 Ave	104 Ave	
194	156 St	104 Ave	Hwy 1	
195	156 St	Hwy 1	108 Ave	
196	156A St	32 Ave	40 Ave	
197	16 Ave	184 St	192 St	
198	16 Ave	176 St	184 St	
199	16 Ave	168 St	176 St	
200	16 Ave	Hwy 99	168 St	
201	16 Ave	161 St	Hwy 99	
202	16 Ave	156A St	160 St	
203	16 Ave	152 St	156A St	
204	16 Ave	Martin Dr	152 St	
205	16 Ave	148 St	Martin Dr	
206	16 Ave	140 St	148 St	
207	16 Ave	136 St	140 St	
208	16 Ave	128 St	136 St	
209	16 Ave	KGB	160 St	
210	160 St	8 Ave	16 Ave	At 14 Avenue
211	160 St	24 Ave	28 Ave	At 26 Avenue
212	160 St	28 Ave	32 Ave	

Number	On	From	To	Comments
213	160 St	16 Ave	KGB	
214	160 St	82 Ave	84 Ave	
215	160 St	84 Ave	Fraser Hwy	
216	160 St	Fraser Hwy	88 Ave	
217	160 ST	88 Ave	92 Ave	
218	160 St	92 Ave	96 Ave	
219	160 St	96 Ave	100 Ave	
220	160 St	100 Ave	103 Ave	
221	160 ST	Hwy 1	108 Ave	
222	164 St	Fraser Hwy	84 Ave	
223	164 St	84 Ave	88 Ave	
224	168 St	8 Ave	16 Ave	
225	168 St	16 Ave	20 Ave	
226	168 St	20 Ave	24 Ave	
227	168 St	24 Ave	32 Ave	
228	168 St	32 Ave	40 Ave	
229	168 St	40 Ave	56 Ave	
230	168 St	60 Ave	64 Ave	
231	168 St	Hwy 10	60 Ave	
232	168 St	64 Ave	80 Ave	
233	168 St	Fraser Hwy	84 Ave	
234	168 St	84 Ave	88 Ave	
235	168 St	88 Ave	96 Ave	
236	168 St	170 St	104 Ave	
237	168 St	104 Ave	108 Ave	
238	172 St	4 Ave	8 Ave	
239	172 St	Hwy 10	60 Ave	
240	172 St	60 Ave	64 Ave	
241	177B St	58 Ave	60 Ave	
242	178 St	Hwy 10	58 Ave	
243	180 St	Hwy 10	60 Ave	
244	180 St	60 Ave	64 Ave	
245	180 St	92 Ave	96 Ave	
246	184 St	8 Ave	16 Ave	
247	184 St	16 Ave	24 Ave	
248	184 St	24 Ave	32 Ave	
249	184 St	40 Ave	56 Ave	
250	184 St	32 Ave	40 Ave	
251	184 St	Hwy 10	60 Ave	
252	184 St	60 Ave	64 Ave	
253	188 St	60 Ave	64 Ave	
254	188 St	Hwy 10	60 Ave	
255	188 St	60 Ave	64 Ave	

Number	On	From	To	Comments
256	188A St	54 Ave	56 Ave	
257	192 St	16 Ave	24 Ave	
258	192 St	24 Ave	32 Ave	
259	192 St	32 Ave	36 Ave	
260	192 St	36 Ave	54 Ave	
261	192 St	54 Ave	56 Ave	
262	192 St	Hwy 10	60 Ave	
263	192 St	60 Ave	64 Ave	
264	192 St	Hwy 1	96 Ave	
265	192 St	96 Ave	98 Ave	
266	20 Ave	128 St	140 St	
267	20 Ave	140 St	148 St	
268	20 Ave	148 St	152 St	
269	20 Ave	152 St	156 St	
270	20 Ave	164 St	168 St	
271	20 Ave	168 St	176 St	
272	20 Ave	176 St	184 St	
273	24 Ave	184 St	192 St	
274	24 Ave	176 St	184 St	
275	24 Ave	168 St	176 St	
276	24 Ave	164 St	168 St	
277	24 Ave	160 St	164 St	
278	24 Ave	Croydon Dr	160 St	
279	24 Ave	156 St	Croydon Dr	
280	24 Ave	KGB	156 St	
281	24 Ave	KGB	152 St	
282	24 Ave	148 St	152 St	
283	24 Ave	128 St	140 St	
284	26 Ave	168 St	176 St	
285	28 Ave	130 St	140 St	
286	28 Ave	144 St	148 St	
287	28 Ave	148 St	KGB	
288	28 Ave	156 St	160 St	
289	28 Ave	160 St	168 St	
290	28 Ave	192 St	196 St	
291	32 Ave	184 St	192 St	
292	32 Ave	176 St	184 St	
293	32 Ave	168 St	176 St	
294	32 Ave	160 St	168 St	
295	32 Ave	Croydon Dr	160 St	
296	32 Ave	Croydon Dr	152 St	
297	32 Ave	Hwy 99	152 St	
298	32 Ave	KGB	Hwy 99	

Number	On	From	To	Comments
299	32 Ave	144 St	147 St	
300	32 Ave	140 St	144 St	
301	34 Ave	32 Ave	KGB	
302	36 Ave	192 St	196 St	
303	4 Ave	172 St	176 St	
304	40 Ave	KGB	152 St	
305	40 Ave	152 St	168 St	
306	40 Ave	168 St	176 St	
307	40 Ave	176 St	184 St	
308	56 Ave	Hwy 10	196 St	
309	57A Ave	178 St	180 St	
310	58 Ave	176 St	178 St	
311	60 Ave	124 St	128 St	
312	60 Ave	128 St	132 St	
313	60 Ave	132 St	KGB	
314	60 Ave	KGB	144 St	
315	60 Ave	144 St	148 St	
316	60 Ave	148 St	152 St	
317	60 Ave	168 St	172 St	
318	60 Ave	172 St	176 St	
319	60 Ave	177B St	180 St	
320	60 Ave	184 St	186 St	
321	60 Ave	184 St	188 St	
322	60 Ave	188 St	192 St	
323	60 Ave	192 St	196 St	
324	64 Ave	124 St	128 St	
325	64 Ave	128 St	132 St	
326	64 Ave	132 St	134 St	
327	64 Ave	134 St	KGB	
328	64 Ave	142 St	144 St	
329	64 Ave	144 St	148 St	
330	64 Ave	148 St	152 St	
331	64 Ave	152 St	166 St	
332	64 Ave	166 St	168 St	
333	64 Ave	168 St	172 St	
334	64 Ave	172 St	176 St	
335	64 Ave	176 St	180 St	At 177b St
336	64 Ave	180 St	184 St	
337	64 Ave	184 St	188 St	
338	64 Ave	188 St	Fraser Hwy	
339	64 Ave	KGB	142 St	
340	64 Ave	Fraser Hwy	194 St	
341	68 Ave	Scott Rd	124 St	

Number	On	From	To	Comments
342	68 Ave	124 St	128 St	
343	68 Ave	128 St	132 St	
344	68 Ave	132 St	KGB	
345	68 Ave	KGB	138 St	
346	68 Ave	144 St	148 St	
347	68 Ave	148 St	152 St	
348	68 Ave	177 St	184 St	
349	68 Ave	138 St	144 St	
350	72 Ave	148 St	152 St	
351	72 Ave	144 St	148 St	
352	72 Ave	140 St	144 St	
353	72 Ave	138 St	140 St	
354	72 Ave	KGB	138 St	
355	72 Ave	132 St	134 St	
356	72 Ave	130 St	132 St	
357	72 Ave	128 St	130 St	
358	72 Ave	124 St	128 St	
359	72 Ave	Scott Rd	122 St	
360	74 Ave	KGB	138 St	
361	74 Ave	138 St	140 St	
362	75 Ave	121A St	124 St	
363	75A Ave	Scott Rd	121A St	
364	76 Ave	124 St	128 St	
365	76 Ave	128 St	132 St	
366	76 Ave	132 St	KGB	
367	76 Ave	144 St	148 St	
368	76 Ave	148 St	152 St	
369	8 Ave	176 St	196 St	
370	80 Ave	192 St	196 St	
371	80 Ave	184 St	192 ST	
372	80 Ave	168 ST	176 St	
373	80 Ave	168 St	169 St	
374	80 Ave	156 ST	169 St	
375	80 Ave	132 St	KGB	
376	80 Ave	128 St	132 St	
377	80 Ave	124 ST	128 St	
378	80 Ave	Scott Rd	124 St	
379	82 Ave	Scott Rd	124 ST	
380	82 Ave	124 St	128 St	
381	82 Ave	152 St	156 St	
382	82 Ave	156 ST	160 St	
383	82 Ave	160 St	164 St	
384	84 Ave	Scott Rd	124 St	

Number	On	From	To	Comments
385	84 Ave	128 St	132 St	
386	84 Ave	132 St	KGB	
387	84 Ave	140 St	144 St	
388	84 Ave	144 St	148 St	
389	84 Ave	148 St	152 St	
390	84 Ave	152 St	156 St	
391	84 Ave	156 ST	160 St	
392	84 Ave	160 St	Fraser Hwy	
393	84 Ave	164 St	168 St	
394	88 Ave	192 St	196 St	
395	88 Ave	Harvey Rd	192 St	
396	88 Ave	176 St	Harvey Rd	
397	88 Ave	168 St	176 St	
398	88 Ave	164 ST	168 St	
399	88 Ave	162A St	164 St	
400	88 Ave	160 St	162A St	
401	88 Ave	156 ST	160 St	
402	88 Ave	Fraser Hwy	156 St	
403	88 Ave	152 St	Fraser Hwy	
404	88 Ave	148 St	152 St	
405	88 Ave	144 St	148 St	
406	88 Ave	140 St	144 St	
407	88 Ave	KGB	140 St	
408	88 Ave	132 St	KGB	
409	88 Ave	128 St	132 St	
410	92 Ave	Scott Rd	124 St	
411	92 Ave	124 St	128 St	
412	92 Ave	132 St	KGB	
413	92 Ave	KGB	140 St	
414	92 Ave	156 ST	160 St	
415	92 Ave	176 ST	180 ST	
416	92 Ave	152 St	156 St	
417	96 Ave	192 St	196 St	
418	96 Ave	Golden Ears Way	192 St	
419	96 Ave	160 ST	168 St	
420	96 Ave	156 St	160 St	
421	96 Ave	152 St	156 St	
422	96 Ave	148 St	160 St	
423	96 Ave	Green Timbers	148 St	
424	96 Ave	Fraser Hwy	Green Timbers	
425	96 Ave	140 St	Fraser Hwy	
426	96 Ave	KGB	140 St	
427	96 Ave	134 St	KGB	

Number	On	From	To	Comments
428	96 Ave	132 St	134 St	
429	96 Ave	124 St	128 St	
430	96 Ave	Scott Rd	124 St	
431	96 Ave	116 St	Scott Rd	
432	96 Ave	128 St	132 St	
433	98 Ave	134 St	KGB	
434	99 Ave	Scott Rd	124 St	
435	Barnston Dr. East	96 Ave	100 Ave	
436	City Parkway	102 Ave	104 Ave	
437	City Parkway	104 Ave	108 Ave	
438	Colebrook Rd	192 St	196 St	
439	Colebrook Rd	131A St	KGB	
440	Colebrook Rd	KGB	152 St	
441	Colebrook Rd	152 St	160 St	
442	Country Woods	26 Ave	32 Ave	
443	Crescent Rd	Sullivan St	128 St	
444	Crescent Rd	128 St	140 St	
445	Crescent Rd	140 St	KGB	
446	Croydon Dr	20 Ave	24 Ave	
447	Croydon Dr	32 Ave	156 St	
448	Fleetwood	Fraser Hwy	92 Ave	
449	Fraser Hwy	64 Ave	196 St	
450	Fraser Hwy	184 St	68 Ave	
451	Fraser Hwy	68 Ave	188 St	
452	Fraser Hwy	176 St	184 St	
453	Fraser Hwy	168 St	176 St	
454	Fraser Hwy	84 Ave	168 St	
455	Fraser Hwy	164 St	168 St	
456	Fraser Hwy	160 St	84 Ave	
457	Fraser Hwy	156 St	160 St	
458	Fraser Hwy	88 Ave	156 St	
459	Fraser Hwy	148 St	152 St	
460	Fraser Hwy	96 Ave	148 St	
461	Fraser Hwy	152 St	88 Ave	
462	Fraser Hwy	96 Ave	140 St	
463	Fraser Hwy	KGB	Whalley	
464	Fraser Hwy	Whalley	140 St	
465	Green Timbers	96 Ave	Mid Block	
466	Green Timbers	Mid Block	140 St	
467	Grosvenor Rd	Hilton Rd	112 Ave	
468	Harvey Rd	80 Ave	88 Ave	
469	Harvey Rd	Fraser Hwy	80 Ave	
470	Harvey Rd	88 Ave	Hwy 1	

Number	On	From	To	Comments
471	Hyland Rd	138 St	142 St	
472	KGB	Hwy 99	16 Ave	
473	KGB	16 Ave	160 St	
474	KGB	160 St	20 Ave	
475	KGB	20 Ave	156 St	
476	KGB	156 St	24 Ave	
477	KGB	24 Ave	152 St	
478	KGB	32 Ave	148 St	
479	KGB	152 St	32 Ave	
480	KGB	56 Ave	Colebrook Rd	
481	KGB	Hwy 10	60 Ave	
482	KGB	60 Ave	64 Ave	
483	KGB	64 Ave	68 Ave	
484	KGB	72 Ave	74 Ave	
485	KGB	74 Ave	76 Ave	
486	KGB	80 Ave	84 Ave	
487	KGB	80 Ave	84 Ave	
488	KGB	84 Ave	88 Ave	
489	KGB	94A Ave	92 Ave	
490	KGB	94A Ave	96 Ave	
491	KGB	96 Ave	98 Ave	
492	KGB	100 Ave	102 Ave	
493	KGB	102 Ave	104 Ave	
494	KGB	104 Ave	105A Ave	
495	KGB	105A Ave	108 Ave	
496	KGB	108 Ave	University Dr	
497	KGB	University Dr	132 St	
498	KGB	132 St	128 St	
499	KGB	Scott Rd	128 St	
500	Marine Dr	16 Ave	136 St	
501	Martin Dr	16 Ave	152 St	
502	New McLellan	125A St	120 St	
503	Old Yale	134 St	KGB	
504	Old Yale	132 St	University Dr	
505	Old Yale	104 Ave	132 St	
506	Old Yale	Scott Rd	128 St	
507	Panorama Dr	Hwy 10	152 St	
508	Scott Rd	64 Ave	68 Ave	
509	Scott Rd	68 Ave	72 Ave	
510	Scott Rd	75 Ave	80 Ave	
511	Scott Rd	80 Ave	82 Ave	
512	Scott Rd	82 Ave	88 Ave	
513	Scott Rd	99 Ave	103A Ave	

Number	On	From	To	Comments
514	Scott Rd	92 Ave	96 Ave	
515	Scott Rd	88 Ave	92 Ave	
516	Scott Rd	96 Ave	99 Ave	
517	Scott Rd	103A Ave	104 Ave	
518	Scott Rd	103A Ave	Old Yale	
519	University Dr	Old Yale Rd	102 Ave	
520	University Dr	102 Ave	104 Ave	
521	University Dr	104 Ave	108 Ave	
522	University Dr	108 Ave	KGB	
523	Whalley	Fraser Hwy	100 Ave	
524	Whalley	100 Ave	102 Ave	
525	Whalley	102 Ave	104 Ave	
526	Whalley	104 Ave	108 Ave	



SCHEDULE B - QUOTATION

RFQ Title: Automatic Traffic Count Program

RFQ No: 1220-040-2013-070

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Kam Grewal, CMA,BBA, Corporate Audit Manager, Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645-148 Street, Surrey, B.C. Canada V3S 3C7

Telephone: 604-590-7274

Fax: 604-599-0956

Email for PDF Files: purchasing@surrey.ca

1. 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.

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

3. I/We have reviewed the RFQ Attachment 1 - Agreement. If requested by the City, I/we would be prepared to enter into the Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. 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 GST,

the Contractor's GST 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)

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-1

Changes and Additions to Specifications and Scope:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s) / Alternative(s) / Addition(s)

SECTION B-2

Fees and Payments

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

F.O.B. Destination Freight Prepaid		Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.		Ship Via:
Item #	Item Name	Locations	Unit Price	Total Amount
	Set-out and retrieval of traffic counters. Downloading and reconfiguration of raw data, reviewing accuracy of data. Presentation of the count data to the City:	526		
<p>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</p>				
CURRENCY: Canadian			Subtotal:	
			GST (5%):	
			TOTAL:	

SECTION B-3

Time Schedule:

9. Contractors should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SECTION B-4

Key Personnel & Sub-Contractors:

10. 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):

Key Personnel
 Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____

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

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS & MATERIAL SUPPLIERS NAMES	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

SECTION B-5

Experience and References:

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

13. Contractor's **references** (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references:

14. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

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

(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)