



## **REQUEST FOR QUOTATIONS**

**Title:** LITTER CONTROL SERVICES

**Reference No.:** 1220-040-2019-040

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General 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 as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

This RFQ applies to and governs the preparation of Quotations in response to the RFQ.

### 2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

#### (a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file which must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt. A Contractor bears all risk that the City's computer equipment functions properly so that the City receives the Quotation.

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one (1) original unbound Quotation and one (1) copy (two (2) in total) which must be delivered to the City at the office of:

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

Address: Surrey City Hall  
Finance Department – Procurement Services Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue  
Surrey, B.C., V3T1V8, Canada

### 3. DATE

The City would prefer to receive Quotations on or before **July 26, 2019**. 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 RFQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2019-040

### 5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form a part of this RFQ. It is the responsibility of Contractor 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, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

### 6. 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.

### 7. ACCEPTANCE

A Quotation will be an offer to the City which 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 of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

## **8. 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.

## **9. 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.

## **10. CONFLICT OF INTEREST**

A Contractor should 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods to Attachment 1 – Agreement Goods and Services, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A Specification of Goods and Scope of Services and to Attachment 1 – Agreement Goods and Services, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods and Services.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services.

**Attachment No. 1 - AGREEMENT – GOODS AND SERVICES**

Reference RFQ Title: **LITTER CONTROL SERVICES**

RFQ No.: 1220-040-2019-040

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., Canada, V3T 1V8  
(the "**City**")

**AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*

(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) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (e) "Fees" means the price set out in Schedule B to Attachment 1, 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, to Attachment 1, 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, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) "Term" has the meaning described in Section 3.1; and
- (k) "Year of the Term" as used herein shall mean each twelve-month period commencing on October 10, 2019.

- 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) Addenda (if any);
  - (c) the RFQ; and
  - (d) 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, to Attachment 1, and as described in Schedule B, to Attachment 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, to Attachment 1.
- 2.3 The Contractor will, if requested 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, to Attachment 1. 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 **October 10, 2019** and terminating on **October 9, 2020** (the "Term").

3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) separate one (1) year extensions. 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**

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

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.

5.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

#### **6. PAYMENT**

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number #xxxxxx, 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.

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 will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.

- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

- 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 provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and 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 Services performed under sub-contract and incorporate the 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 Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 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 complete the Goods and 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, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) 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 sub-contractors 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 delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

#### **14. DEFICIENCIES**

14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services 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 or Services 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 Goods or Services. 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 deliver the Goods or perform the Services by the 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 delivery or performance, 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 delivery or performance.

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 Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and 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 Goods and 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 Goods and Services;
  - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
  - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
  - (d) if the total cost to complete the Goods and 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 agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that 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 Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in 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 Goods and 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 shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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 Compensations 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 to 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 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)" shall 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 should 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 the Schedules and 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 shall be signed by a person authorized to sign on behalf of the Contractor.
- 28.2 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. NON-ROAD DIESEL ENGINE EMISSION REGULATION

- 29.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:
- provide required information (machine/engine/company details),
  - pay fees, and
  - label machines with Metro Vancouver issued registration number.
- 29.2 Other important information:
- Non-road Tier 1 engines must be registered and pay fees to operate,
  - Failure to comply with the Bylaw may result in fines up to \$200,000, and
  - 80% of fees paid into the program can be recovered.
- 29.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.
- 29.4 Contact Metro Vancouver staff at 604-451-6655, visit [www.metrovancouver.org/nonroaddiesel](http://www.metrovancouver.org/nonroaddiesel) or email [nonroaddiesel@metrovancouver.org](mailto:nonroaddiesel@metrovancouver.org) for more information about the Bylaw, the rebate program, and for assistance with the registration process.

**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.

**CITY OF SURREY**

by its authorized signatory:

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**<<LEGAL NAME OF CONTRACTOR>>**

by its authorized signatory(ies):

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE A

### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. PURPOSE

- 1.1 The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for Litter Control Services and any other requirements.
- 1.2 The 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.

#### 2. DEFINITIONS

- 2.1 In these Specification of Goods and 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.

#### 3. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

- 3.1 The 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 195.3 kilometres (139.0 kilometres of Translink work site locations and of 55.4 kilometres of City work site locations as set out in Section 20 - Litter Control Schedule) 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.
- 3.2 Provide additional weekly weekend litter collection in the City Centre area, on Saturday and Sunday (8 hours per day), along with weekend servicing of the Big Belly garbage and recycling containers (22 containers serviced once per day).
- 3.3 On each Service 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.

- 3.4 Litter and debris that have been collected through the course of a day shall be removed from the site(s) at the end of each workday 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 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 the Agreement.
- 3.5 The Contractor will be responsible for all traffic control required.
- 3.6 Any hazardous substance is not to be disturbed. If hazardous substances are on a site, the Contractor shall notify the City of the site(s) immediately and the City will arrange for the removal and safe disposal of the hazardous substance(s).

#### **4. SCHEDULING**

- 4.1 Work shall take place during daylight hours of 7:00 a.m. to 4:00 p.m., Monday to Friday inclusive, excluding Statutory holidays.
- 4.2 Weekend work will only be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the Agreement.
- 4.3 The City is to be informed one (1) week in advance of any stoppage or restart of work.

#### **5. RESPONSIBILITIES OF THE CONTRACTOR**

- 5.1 The Contractor is to supply all labour, including any specialized labour, certain supplies, equipment, machinery, supervision and management to perform the Scope of Services.
- 5.2 The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.
- 5.3 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.
- 5.4 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.
- 5.5 The Contractor must have all their vehicles identified with their company name. This must be fully legible and displayed in a professional manner.

## 6. COMMUNICATIONS

- 6.1 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.
- 6.2 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.
- 6.3 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

City Contact

Engineering Department, Operations Division

Telephone:

Fax:

Email:

## 7. SCHEDULE OF SERVICES

- 7.1 The Contractor agrees to provide the Services to the site locations in accordance with the service schedule as set out in Section 20 - Litter Control Schedule. 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.
- 7.2 **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.
- 7.3 **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.
- 7.4 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.
- 7.5 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 forty-eight (48) hours in advance of any such cancellation.

## **8. MATERIALS AND EQUIPMENT**

- 8.1 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.
- 8.2 The Contractor is to provide and have available at all times all of the equipment necessary to perform all of the requirements of the Agreement documents. Said equipment shall be 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. All equipment that is to be used on job site must be safe and in good working order.
- 8.3 Contractor's vehicles are to:
- (a) The Contractor should have a sufficient number of collection vehicles together with sufficient operating personnel to perform the Services. If, in the opinion of the City, whose opinion shall be final and binding, the numbers of collection vehicles that the Contractor has in service are inadequate to meet the Service response times stated herein, the Contractor may be given ten (10) calendar days notice, after which time the Contractor must provide additional vehicles to perform the Services, as directed by the City.
  - (b) Contractors Vehicles/Equipment used in the performance of the Services are to be properly equipped for collection & transportation of refuse. Off-road (e.g. ATV's) type of equipment may be utilized to perform the service provided that they conform to WCB standards. The units should be sealed to prevent loss of waste materials while collecting & transporting garbage.
  - (c) All vehicles/equipment will be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license.
  - (d) All Contractor's vehicles/equipment should be equipped with approved back-up alarms, multiple lite revolving/strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the Contractor should arrange for reserve equipment, with always the intent to maintain the schedule frequency.
  - (e) Vehicles/Equipment used in the performance of the Services are to be identified on both sides with the company name and telephone number. This should be fully legible and displayed in a professional manner. The Contractor may also be required to display magnetic signs as supplied by the City, identifying the Contractor as a 'City Contractor'. This will not replace the company identification.
  - (f) The Contractor shall ensure that equipment used during litter collection operations must ensure that they refrain from parking in the bike lanes, sidewalks or other areas that impede pedestrian or vehicle traffic unless there is no other reasonable option upon which the Contractor must appropriately

sign/delineate the temporarily closed bike lane while they are conducting maintenance works.

## **9. TRAFFIC CONTROL**

- 9.1 The Contractor is 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".
- 9.2 The Contractor is 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.
- 9.3 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.
- 9.4 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.
- 9.5 ***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.***
- 9.6 The Contractor may be requested to apply for and obtain a Traffic Obstruction Permit from the City.

## **10. INSPECTION OF WORK PERFORMED / PROGRESS REPORT**

- 10.1 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 Agreement. The City may, however, reduce the level of this full-time inspection at any time.
- 10.2 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.

10.3 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.

## **11. SAFETY ATTIRE**

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

## **12. ENVIRONMENTAL PROTECTION**

12.1 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.

## **13. WASTE SITES**

13.1 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.

13.2 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.

13.3 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.

## **14. INCLEMENT WEATHER**

14.1 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.

14.2 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.

14.3 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.

## **15. LOST PROPERTY**

15.1 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 hours of the Contractor finding such items.

- 15.2 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.

**16. DAMAGE**

- 16.1 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.

**17. CORRECTION OF THE SERVICES PERFORMED**

- 17.1 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 Agreement sum by an amount which, in the City's reasonable discretion, is appropriate and equitable. Such adjustment will be affected whether or not final payment has been made and shall not require the acceptance of the Contractor.

**18. PERMITS AND FEES (Where Applicable)**

- 18.1 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.

**19. QUANTITIES**

- 19.1 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.

## 20. LITTER CONTROL SCHEDULE

### 20.1 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	

Fraser Hwy	88 Ave	168 St	3.2	
80 Ave	120 St	122 St		0.4
84 Ave	128 St	132 St		0.8
64 Ave	152 St	165 St	2.5	
160 St	82 Ave	88 Ave	0.6	0.6
121A St	75 Ave	7399		0.3
122 St	70 Ave	7399		0.4
70 Ave	122 St	120 St		1.0
188 St	Fraser Hwy	72 Ave		1.0
64 Ave	Fraser Hwy	196 St		0.9
KGB	64 Ave	Colebrook Rd		3.3
192 St	40 Ave	16 Ave		4.8
KGB	Hwy 10	8 Ave	10.6	
Crescent Rd	KGB	Bayview St		4.8
Industrial Rd	112 Ave	Bridgeview Dr	2.0	
32 Ave	KGB	192 St		
112 Ave	KGB	Hansen Rd	1.2	
Hansen Rd	112 Ave	140 St	0.5	
140 St	Hansen Rd	108 Ave	0.4	
River Rd	Regal Dr	11931	1.7	
88 Ave	176 St	Harvie Rd	2.5	
128 St	88 Ave	108 Ave	4.0	
132 St	88 Ave	KGB	4.7	
Hilton Road	Bentley Road	108 Ave		0.2
<b>Sub Total:</b>			<b>134.1</b>	<b>55.4</b>
<b>TOTAL:</b>			<b>189.5</b>	

## 20.2 Frequency – Daily

Road	From	To	KM Translink	KM City
King George Hwy	Colebrook Rd	88 Ave	5.4	
<b>Sub Total:</b>			<b>5.4</b>	
<b>TOTAL:</b>			<b>5.4</b>	

## 20.3 City Centre Litter Collection –Weekends (Saturday and Sunday)

Item	Hours	KM
	Translink	City
City Centre Litter	16	
<b>Sub Total:</b>	<b>16</b>	
<b>TOTAL:</b>	<b>16</b>	

## 20.4 Street Side Litter Cans – Weekends (Saturday and Sunday – Once per Day)

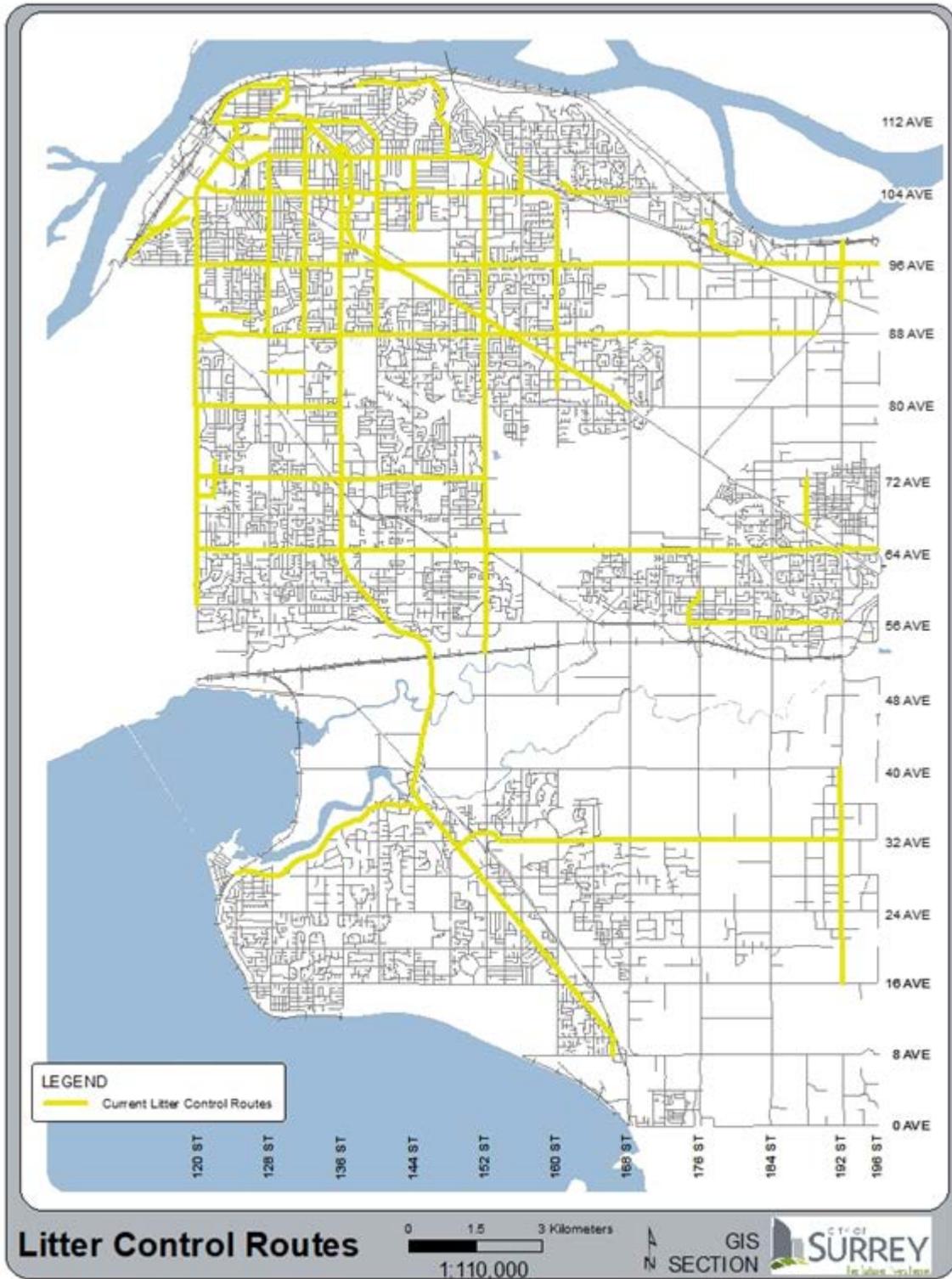
Item	# of Bins	KM
	Translink	City
City Centre Bins	22	
<b>Sub Total:</b>	<b>22</b>	
<b>TOTAL:</b>	<b>22</b>	

## **21. BONDS**

- 21.1 The Contractor should provide a “Performance Bond” or an “Irrevocable Standby Commercial Letter of Credit”, or “Certified Funds” in the amount of Twenty Five Thousand Dollars (\$25,000.00) within ten (10) days of notice of award, in the form satisfactory to the City as a guarantee for the due and faithful performance of the Contract by the Contractor. Such a bond must be issued by a surety company licensed to transact business in Province of British Columbia and must be in the form and contain terms satisfactory to the City. At no time will the Performance Bond be released until the described Services have been completed and satisfactorily performed.
- 21.2 The Contractor should provide a “Labour & Materials Payment Bond” or an “Irrevocable Standby Commercial Letter of Credit”, or “Certified Funds” in the amount of Twenty Five Thousand Dollars (\$25,000.00) within ten (10) days of notice of award, in the form satisfactory to the City. Such a bond must be issued by a surety company licensed to transact business in the Province of British Columbia in a form and contain terms satisfactory to the City. At no time will the Labour and Materials Payment Bond be released until the described Services have been completed and satisfactorily performed.
- 21.3 The cost of the Performance Bond and the cost of the Labour and Material Payment Bond should be listed as Separate Prices in Section 9 of Schedule B – Quotation.

**- END OF PAGE -**

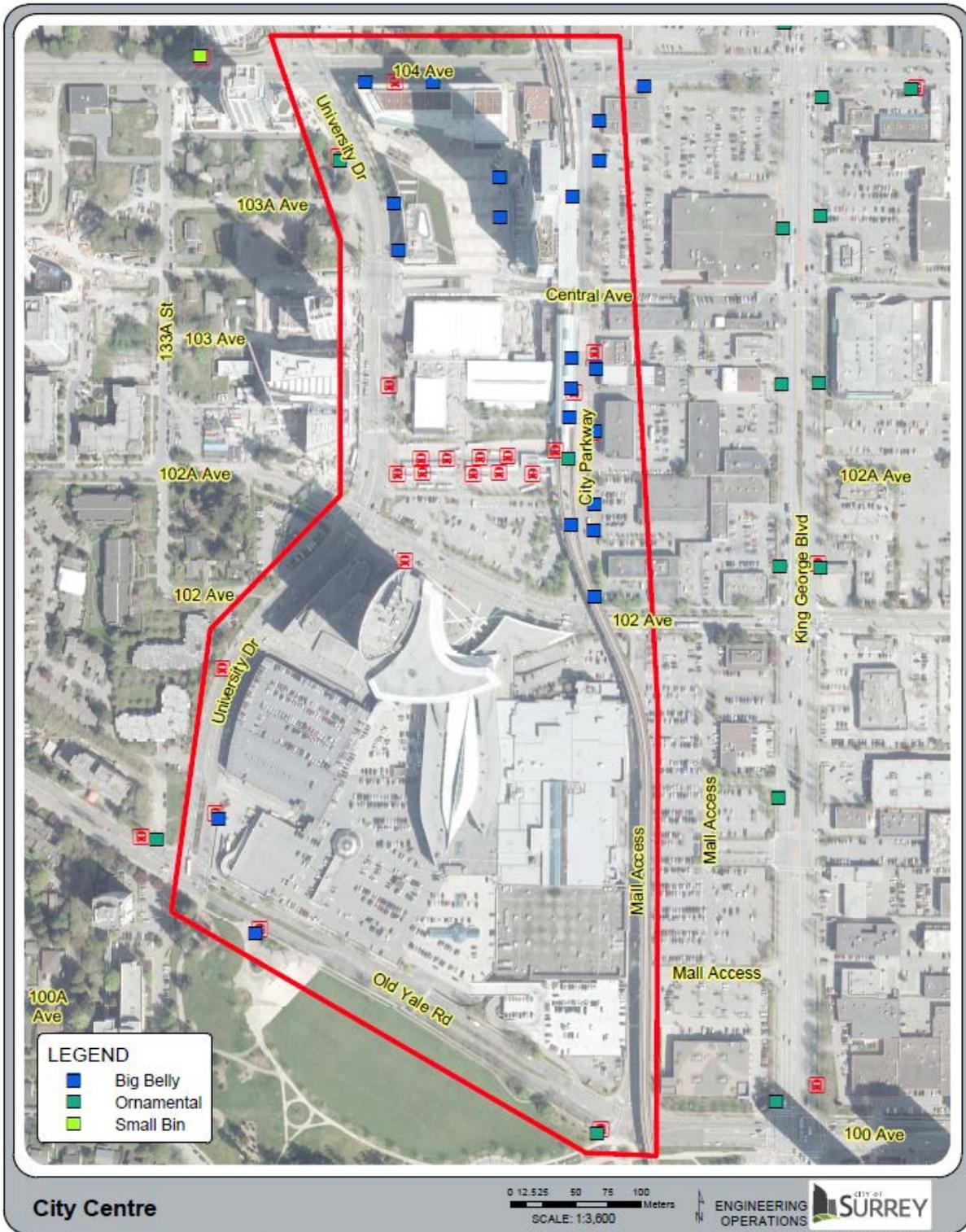
## Litter Collection Routes



# City Centre Litter Collection – Weekends (Saturday and Sunday)



## Street Side Litter Cans – Weekends (Saturday and Sunday – Once per Day)





## SCHEDULE B - QUOTATION

RFQ Title: **LITTER CONTROL SERVICES**

RFQ No: 1220-040-2019-040

### CONTRACTOR

Legal Name: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-Mail Address: \_\_\_\_\_

### CITY OF SURREY

City Representative: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall  
Finance Department – Procurement Services Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: [purchasing@surrey.ca](mailto: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 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

**Section**

**Requested Departure(s) / Alternative(s)**

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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 proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal 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)**

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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-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:

**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)	SUBTOTAL AMOUNT (A x B)	UNIT PRICE/KM (C)	SUBTOTAL AMOUNT (A x C)	UNIT PRICE/KM (D)	SUBTOTAL AMOUNT (A x D)
1.	TRANSLINK	134.1	\$	\$	\$	\$	\$	\$
2.	CITY	55.4	\$	\$	\$	\$	\$	\$

Line Item #	ROADWAYS	APPROX. QUANTITY (IN KM) (A)	DAILY SERVICE FREQUENCY	
			UNIT PRICE/KM (B)	SUBTOTAL AMOUNT (A x B)
3.	TRANSLINK	5.4	\$	\$

Line Item #	ROADWAYS	APPROX. QUANTITY (RECEPTACLES) (A)	STREET SIDE LITTER CANS WEEKENDS (SATURDAY AND SUNDAY – ONCE PER DAY)	
			UNIT PRICE (B)	SUBTOTAL AMOUNT (A x B)
4.	TRANSLINK	22	\$	\$

Line Item #	ROADWAYS	APPROX. NUMBER OF HOURS (IN HRS) (A)	CITY CENTRE LITTER COLLECTION WEEKENDS (SATURDAY AND SUNDAY)	
			UNIT PRICE/HOUR (B)	SUBTOTAL AMOUNT (A x B)
5.	TRANSLINK	8	\$	\$

	WEEKLY + DAILY + STREET SIDE CANS	BI-WEEKLY + DAILY + STREET SIDE CANS	MONTHLY + DAILY + STREET SIDE CANS
Line Item #1 Subtotal	\$	\$	\$
Line Item #2 Subtotal	\$	\$	\$
Line Item #3 Subtotal	\$	\$	\$
Line Item #4 Subtotal	\$	\$	\$
Line Item #5 Subtotal	\$	\$	\$
Subtotal:	\$	\$	\$
GST (5%):	\$	\$	\$
<b>TOTAL QUOTATION PRICE:</b>	\$	\$	\$

Note: Overheads, General Conditions and Profit are to be included in the above amounts. The quantities indicated are approximate only and shall be used for the comparison of Quotations. Quantities may change from year to year.

**List of Separate Prices:**

9. The following is a list of Separate Price(s) to the Work and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Description of Separate Price Items	Addition	Deduction
SP-1. Performance Bond at a value of \$25,000.00:	\$[            ]	\$(            )
SP-2. Labour and Material Payment Bond at a value of \$25,000.00:	\$[            ]	\$(            )

**SECTION B-3**

**Time Schedule:**

10. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services 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
<b>SAMPLE</b>										

**SECTION B-4**

**Key Personnel & Sub-Contractors:**

11. Contractors 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: \_\_\_\_\_

12. Contractors 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):

<i>Description of Goods &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

SECTION B-5

**Experience and References:**

13. Contractor's should provide information on their 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):

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14. Contractor's should provide information on their relevant references (name and telephone number). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion (use the spaces provided and/or attach additional pages, if necessary):

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15. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective (use the spaces provided and/or attach additional pages, if necessary):

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**Metro Vancouver's Non-Road Diesel Engine Emissions Regulation By-law:**

16. Contractors should confirm they are in compliance with By-law (if applicable):

Applicable as follows    Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

SAMPLE

17. 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 offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**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)