# REQUEST FOR QUOTATIONS

**Title**: **FLAGGING AND TRAFFIC CONTROL SERVICES**

**Reference No.**: 1220-040-2020-053

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

Issue Date: September 4th, 2020

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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 – Form of Quotation to Attachment 1 – Agreement (the "Quotation") for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement (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.

## 2. ADDRESS FOR DELIVERY

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

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.

## 3. DATE

The City would prefer to receive Quotations on or before September 24, 2020 (the "Date").

## 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 |
| Reference: | 1220-040-2020-053 |

## 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 (the "BC Bid Website") and the City Website at 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 or a request for proposals 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 negotiation of amendments to Contractors' prices in Schedule B to a Quotation, 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. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

## 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 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 this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, 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 (if any) and perform the 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 and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

## 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. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Contractors to perform a portion or portions of the Goods and Services as described in Schedule A. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more agreements with one or more Contractors.

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

Reference Title: Flagging & Traffic Control Services

RFQ No.: 1220-040-2020-053

**THIS AGREEMENT** dated for reference this _____ day of _____, 202_.

**BETWEEN:**

**CITY OF SURREY**
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada,

(the "**City**")

**AND:**

_____ ***(Insert Full Legal Name and Address of Contractor)***

(the "**Contractor**")

**WHEREAS** the City wishes to engage the Contractor to 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) "Normal Service" means a Traffic Control vehicle and operator arriving at the requested location at a time greater than that set out for Priority Service, but within two hours of the Contractor receiving a request for service from a City Employee;
(i) "RFQ" means the Request for Quotations;
(j) "Priority Service" means a Traffic Control vehicle and operator arriving at the requested location within _____ minutes of receiving a call 24 hours per day, 7 days per week, 365 days per year from a City Employee;

(k) "Reasonable Time" means a Traffic Control vehicle and an operator arriving at the requested location at a time equal to or greater than the times set for Normal Service or Priority Service or otherwise as mutually agreed upon;
(l) "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;
(m) "Term" has the meaning described in Section 3.1; and
(n) "Year of the Term" as used herein shall mean each twelve-month period commencing on (START DATE).

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) Schedule B – Quotation Extracts;
(c) Schedule A – Specifications of Goods and Scope of Services; 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 and Scope of Services; and
Schedule B – Quotation Extracts.

## 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 – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Form of Quotation of this Agreement.

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 – Form of Quotation of this Agreement.

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 – Form of Agreement of this Agreement. 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 November 1, 2020 and terminating on October 31, 2023 (the "**Term**").

3.2 The City may at any time prior to thirty (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 two (2) twelve (12) month periods. 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. In addition to the items noted in Schedule A, section 5, point b, invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<insert purchase order or contract reference 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; 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.

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

Invoices will be submitted by the Contractor electronically to: hiredequipment@surrey.ca

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:

(c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;

(d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;

(e) 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

(f) 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, R.S.B.C. 2019, c.1,* as amended. 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 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. FUEL EMISSIONS DATA**

29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as “Traditional Services” in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:

- Type of vehicle/vehicle class used to deliver the contracted services;
- Type of fuel consumed by each vehicle class; and
- Litres of fossil fuels consumed in relation to the service delivered under the contract.

29.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the

City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at http://toolkit.bc.ca/carbon-neutral-government

## 30. NON-ROAD DIESEL ENGINE EMISSION REGULATION

30.1 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.

30.2 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.

30.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.

30.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

**[END OF PAGE]**

## 31. ENUREMENT

31.1 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 Agreement is executed by the City of Surrey this _____ day of _____, 202 _.

**CITY OF SURREY**
by its authorized signatory(ies):

| | |
|---|---|
| _____ | _____ |
| (Signature of Authorized Signatory) | (Signature of Authorized Signatory) |
| _____ | _____ |
| (Print Name and Position of Authorized Signatory) | (Print Name and Position of Authorized Signatory) |

This Agreement is executed by the Contractor this _____ day of _____, 202_.

**<<NAME OF 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) |

## 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 **Traffic Control Services** and any other requirements.

### 2. DESCRIPTION OF SERVICES

2.1 The scope of the Services will include, but is not limited to, the provision of temporary traffic control services generally consisting of the following categories:

(a) job site flagging for City Crews and City Contractors working on City maintenance programs and projects;
(b) traffic control plans, which includes but is not limited to the following:
    (i) traffic control plan without detour;
    (ii) traffic control plan with detour; and,
    (iii) traffic control plan for sidewalk closures;
(c) set-up, mobilization and demobilization of all required personnel;
(d) set up and removal of all traffic control equipment, devices, signs, and materials;
(e) work around and direct heavy equipment, vehicle and pedestrian traffic safely;
(f) closing streets, lanes or sidewalks with or without detours;
(g) traffic control planning and consulting (as required);
(h) attend meetings; and
(i) available at all times 24/7/365.

2.2 The Contractor shall at all times supply and maintain a system of traffic control of a sufficiently high standard to ensure the convenience and safety of the general public, the safety of City crews working on a project and the protection of the work site.

2.3 N.B. The Contractor shall submit to the on-site project supervisor prior to performing a written traffic control plan for each traffic control services requirements.

(a) lane closures
(b) detours
(c) special events

2.4 The Contractor will provide traffic control services on an “as and when required” basis [24/7/365] for various job sites being worked on by City staff and/or the City’s contractors for construction projects which include but are limited to all aspects of road construction, utility work, city work and intersection and maintenance services. The Contractor will provide all labour, supervision, management, facilities, tools, equipment, supplies, fuel, and materials necessary, appropriate, or incidental to the proper and complete execution of the Services.

2.5 The referenced 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.

2.6 The scope of the Services has two distinct elements:

**(a) Option I – Standard Services [City provided traffic control signage]**

This service will include but is not limited to the performance of traffic control services including the **set-up** of any City provided traffic control equipment, and material, to ensure the safe movement of both pedestrian and vehicular traffic.

**(b) Option II – High Level Services [Contractor provided traffic control devices]**

This service will include but is not limited to the performance of traffic control services **including**, the set-up of all required temporary traffic control signs and devices, and accessories appropriate for all aspects of road construction, utility work, City work and intersection [i.e. aluminum, plastic, steel, mesh roll-up signs and stands, stop-slow signs, arrow-boards, safety cones, delineators and reflective roll-up and other equipment and materials that would typically be required] for each control operation to ensure the safe movement of both pedestrian and vehicular traffic.

2.7 There could be more than one job site going on simultaneously, and the Contractor is to ensure that sufficient equipment and temporary traffic control signs and devices are at all the sites. The Contractor is expected to provide Services to these projects (if assigned) without reducing the quality of another for the lack of qualified and certified labour, equipment or temporary traffic control signs and devices.

2.8 The Contractor is to assume the full cost and responsibility for any damage or loss of their equipment. Sufficient measures to avoid damages or loss are to be taken by the Contractor. Loss by theft, fire, accident or negligence, will also be the Contractor's responsibility and the Contractor shall take appropriate precautions.

2.9 Traffic control personnel are to use and maintain radio communication.

2.10 Temporary Traffic Control Equipment, Signs and Devices

**(a) Equipment**

The Contractor is expected to own or have access to, but not limited to, the following signs and equipment for the various categories of projects assigned.

| Item | Description |
|---|---|
| 1 | Pilot Vehicle – Truck with Flashing Arrow Board |
| 2 | Two-Way Radios |
| 3 | Spring Loaded with Stands |
| 4 | Spring Loaded with flashers |
| 5 | Delineator – Type D: 100mm Tubular Marker |
| 6 | Cone – Type B |
| 7 | Tripod |
| 8 | Barricade – Class 1A |
| 9 | Barricade – Class 1 |

| Item | Description |
|---|---|
| 10 | Flashers – Type A |
| 11 | Solar Arrow board |
| 12 | Message boards |
| 13 | Traffic Drums |
| 14 | Safety Fence |
| 15 | No Parking Barricades |
| 16 | Arrow Board Trailer |
| 17 | TCP Lighting |

| TCM Sign Number | Current (2010) Sign Number | Sign Description |
|---|---|---|
| **CONSTRUCTION SIGNS** | | |
| C-1 | C-002-2 | Crew Working symbol Maximum ( ) km/h (R-004) |
| C-2 | C-002-1 | Surveyor symbol Maximum ( ) km/h (R-004) |
| C-5 | C-005-A | Detour AHEAD ARROW |
| C-5 L | C-005-LR1 | Detour LEFT or RIGHT ARROW - Double Sided |
| C-5 R | C-005-LR1 | Detour LEFT or RIGHT ARROW - Double Sided |
| C-5TL | C-005-LR2 | Detour with LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided |
| C-5TR | C-005-LR2 | Detour with LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided |
| C-6 | C-006-A | Detour AHEAD ARROW |
| C-6L | C-006-LR | Detour LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided |
| C-6R | C-006-LR | Detour LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided |
| C-7 | C-050-1 | Workers Below |
| C-8 | C-072 | Grader Working |
| C-9 | C-033 | Blasting Zone Shut Off Your Radio Transmitter |
| C-10 | C-034 | Blasting Zone Ends |
| C-11 | C-059-2 | Washout |
| C-13L,R | C-013-LR | Low Shoulder on Left or Right - Double Sided |

| TCM Sign Number | Current (2010) Sign Number | Sign Description |
|---|---|---|
| **CONSTRUCTION SIGNS** | | |
| C-15 | C-090 | Temporary Red Diamond SLOW |
| C-16 | C-092 | Temporary Red Square Hazard Marker |
| C-17 | C-051 | Bridge Repair |
| C-18 | C-018-1A | Construction AHEAD ARROW |
| C-19 | C-018-2A | Construction ( ) km AHEAD ARROW |
| C-20 | C-008-1 | PAVING NEXT ( ) km Please Obey Signs |
| C-21 | C-008-2 | SEALCOATING Loose Gravel Next ( ) km |
| C-22 | C-080-T | Construction Speed Zone |
| C-23 | C-086-1 | Thank You - Resume Speed |
| C-24 | C-030-8 | Single Lane Traffic |
| C-25 | C-017 | Bump symbol (Rough Roadway) |
| C-26 | C-007 | Broken Pavement |
| C-28 | C-001-1 | Flagger Ahead symbol |
| C-30 | C-030-2 | Centre Lane Closed |
| C-31 | C-032 | Reduce Speed |
| C-32 | C-074 | Mower Working |
| C-33L,R | C-010-LR | Uneven Pavement On Left or On Right - Double Sided |
| C-34 | C-016 | Uneven Pavement Ends |
| C-35 series | C-035 series | Updated layouts |
| C-36 | C-003 | Surveyor symbol |
| C-37 | C-076 | Sweeper Working |
| C-41S | C-041 | Pylon symbol Means Wet Paint Next (chalkboard) km |

| TCM Sign Number | Current (2010) Sign Number | Sign Description |
|---|---|---|
| **CONSTRUCTION SIGNS** | | |
| C-45 | C-045-1A | Slow Vehicle AHEAD ARROW |
| C-45S | C-045-2A | Slow Vehicles AHEAD ARROWS |
| C-46 | C-049 | Follow Pilot Car |
| C-48 | C-011 | Grooved Pavement |
| C-49 | C-185-3 | Use Headlights Extreme Dust |
| C-50 | C-035 series | Updated layouts |
| C-51 | C-035 series | Updated layouts |
| C-54 | C-088 | Work Zone Ends |
| C-55 | C-046 | No Road Lines |
| C-56 | C-047-1 | Temporary Road Lines |

| | | |
|---|---|---|
| **TEMPORARY WARNING SIGNS** | | |
| TW-11 | C-111 | Stop Sign symbol AHEAD ARROW |
| TW-12 | C-112 | Stop Signal symbol |
| TW-14 | C-114 | Checkerboard symbol |
| TW-15 | C-115 | Checkerboard symbol LEFT/RIGHT ARROW |
| TW-16 | C-116 | Checkerboard symbol DOUBLE ARROW |
| TW-20 | C-132 | Two-Way Traffic symbol |
| TW-22 | C-022 | ( ) km/h tab |
| TW-24 | C-024 | For ( ) km tab |
| TW-26 | C-134 | Road Narrows symbol |
| TW-27 | C-015 | Loose Gravel |
| TW-36L | C-172-L | Truck Crossing - left |

| TEMPORARY WARNING SIGNS | | |
|---|---|---|
| TW-36R | C-172-R | Truck Crossing - right |
| TW-37L | C-136-L | Merging Traffic Left symbol |
| TW-37R | C-136-R | Merging Traffic Right symbol |
| TW-38 | C-137-1 | Merge |
| TW-41 | C-141 | Slippery Surface symbol |
| TW-49 | C-149 | Pavement Ends symbol |
| TW-51 | C-135 | Narrow Structure symbol |
| TW-51T | C-135-T | One Lane tab |
| TW-54 | C-154-D | Double Hazard Marker |
| TW-54L | C-154-L | Left Hazard Marker |
| TW-54R | C-154-R | Right Hazard Marker |
| TW-61-L | C-130-L | Left Lane Closed symbol |
| TW-61-R | C-130-R | Right Lane Closed symbol |
| TW-61T | C-130-T | ( )00 m tab |
| TW-62 | C-162 | Chevron Alignment symbol |
| **REGULATORY SIGNS** | | |
| R-1T | R-001-Ta | 3-Way tab |
| R-1T | R-001-Tb | 4-Way tab |
| R-22 | R-022-1 | Do Not Pass symbol |
| R-56 | R-056-1 | YIELD symbol To Oncoming Traffic |

2.11 All temporary traffic control equipment will meet or exceed specifications of Province of British Columbia, Workers' Compensation Board, Occupational Health and Safety Regulations – Part 18 Traffic Control, including the requirements of the latest edition of the Traffic Control Manual for Work on Roadways [the "Traffic Control Manual"], or any substitute document, as issued by the Ministry of Transportation and Highways [MOTH], Highway Engineering Branch.

## 3. HOURLY LABOUR RATES AND EQUIPMENT CHARGE OUT RATES

3.1 The City will pay the Contractor in consideration for the specific Services provided under the Agreement, the respective:

(a) hourly labour rates;
(b) call out charges and cancellation charges;
(c) traffic control equipment charge out rates;
(d) traffic control sign charge out rates; and,
(e) schedule of package prices.

**[N.B. ALL RATES TO INCLUDE BUT NOT LIMITED TO THE SERVICES AS GENERALLY DESCRIBED IN SCHEDULE A]**

3.2 **Regular Hourly Labour Rates** [during Normal Service Hours] charged will be per actual hour worked on an eight (8) hour work day, exclusive of the thirty (30) minute non-paid lunch break period.

3.3 **After Hour Labour Rates** [after Normal Service Hours] in excess of the regular workday shall be outlined by the Contractor as part of the Quotation, as per the attached Schedule B-2.

3.4 The Hourly Labour Rates and Equipment Charge Out Rates include, without limitation, all of the Contractor's obligations hereunder regardless of the difficulty, labour, materials or equipment and all applicable taxes, fees, overheads, insurance, disbursements, and all other direct and indirect costs incurred by the Contractor.

3.5 Rates are paid on an hourly basis. Rates include all costs (including but not limited to fuel, operator, and equipment). The City will not consider claims for extra payment. Fuel surcharges will not be accepted.

3.6 Hourly rates begin at the arrival on the jobsite. Rates are only applicable from the starting time or when the equipment arrives, if later than the starting time, until the equipment is dismissed.

3.7 If the Contractor arrives on site at the prearranged call out time and must wait for the City crews, equipment or instruction, that is to be deemed "standby" time. Standby time will be paid at regular hourly rates.

## 4. CONTRACTOR'S RECORDS

4.1 For the purpose of ascertaining the amount payable, the Contractor agrees to maintain, at its expense, accurate and true records of the specific Services provided and the number of hours worked by the Contractor's staff and such records shall be available to the City for inspection for a period of not less than three (3) years following the end of each Term Year. The City shall have the right to authorize City employees to examine these records aforesaid on reasonable notice during regular business hours. The City agrees to keep confidential all information obtained under the Agreement.

## 5. CONTRACTOR REPORTS

5.1 The Contractor is to provide the following reports:

**(a) Daily**, the Contractor to submit to the City, [specifically, the on-site City supervisor] a daily work order slip [min. of a 2-part form] providing, at the minimum, the following information:

i. full name of Contractor's personnel that performed on-site traffic control services;
ii. hours of service provided per individual;
iii. specific services provided [labour and materials – equipment package];
iv. specific hourly labour rate rates per individual to be charged;
v. specific equipment charge out rates charged;
vi. location of work; and,
vii. City work order number account codes.

**FOR EXAMPLE**:

Contractor's Name
Contractor's Address
Contractor's Telephone and Fax Numbers

| Employee Name | # of Hours Worked | Other Charges | # of Hours | Location where work performed [exact address] | City W/O. number | Name of City on-site supervisor |
|---|---|---|---|---|---|---|
| | | | | | | |

**N.B. The City's on-site supervisor to sign the daily work order slip acknowledging services performed and to be given a copy of the work order slip [NO EXCEPTIONS].** A 2nd copy of the daily work order slip to be attached to the monthly invoice.

**(b) Weekly**, the Contractor to submit to the City, activity reports to the City on a weekly basis in support of the invoice amount(s). The City will provide a Microsoft Excel spreadsheet, the same or similar to the one provided in Schedule A-1, to the Contractor for reporting purposes and shall be returned in either electronic format or computer generated spreadsheets and shall provide, at the minimum, the following information:

i. specific services provided [labour and materials];
ii. hours of service provided per individual;
iii. specific hourly labour rates charged;
iv. specific equipment charge out rates charged;
v. dated when services performed;
vi. location where services perform; and,
vii. City work order number and account code for individual Services provided;

## 6. CONTRACTOR RESPONSIBILITIES

6.1 The Contractor is to provide the Services as described generally in Schedule A. The Contractor is to perform any activity that may be required to safely close traffic lanes, direct one-way traffic, or any other traffic control-related activity that might arise in the performance of highway maintenance 24-hours per day.

6.2 The Contractor is to have, or have access to, all required equipment, traffic control devices, and personnel necessary to provide a safe and legal work zone to ensure a safe environment for the traveling public as well as themselves, and work crews within the time specified.

6.3 The Contractor is deemed to have read and understand Province of British Columbia, Workers' Compensation Board, Occupational Health and Safety Regulations – Part 18 Traffic Control, including the requirements of the latest edition of the Traffic Control Manual for Work on Roadways [the "Traffic Control Manual"], or any substitute document, as issued by the Ministry of Transportation and Highways [MOTH], Highway Engineering Branch and is capable of performing all the procedures therein (including emergency procedures) up to the standards established in those two manuals and the agreement.

## 7. SCHEDULING AND COMMINICATIONS

7.1 Normal requests for Service [including prescheduled services] will be placed by 3:00 p.m. for the next day's work for weekdays. For weekends or statutory holidays, it will be placed on the working day prior.

7.2 After hours requests for Service will be placed on an "as and when required" basis.

7.3 The scheduling of Services shall be completed by City staff and/or the City's external contractors.

7.4 The Contractor shall designate one (1) primary and one (1) back-up person responsible to the Contractor's work. The Contractor shall provide the name and telephone numbers, including emergency/after-hours numbers of such persons and shall keep this information current with the City throughout the Term.

**Mobilization and Demobilization**

7.5 Mobilization and demobilization will not be paid as separate pay items but shall be included in the hourly labour rates and equipment charge out rates.

7.6 Payment for travel time will **not** be allowed.

7.7 Except as otherwise authorized by the City, the Contractor shall provide a guaranteed on-site emergency mobilization and response time of sixty (60) minutes and a general mobilization and response time as directed by the City, [24/7/365] including Statutory holidays with qualified and experienced response personnel, materials, and equipment necessary to commence and sustain a substantial portion of an adequate response.

7.8 If the Contractor is unable to provide the services within the time frame required, or is unavailable, the City reserves the right to contact another contractor to perform the Service.

7.9 The Contractor shall provide staffing for the duration of the work shift and the duration of the project, as determined by the City.

7.10 In the event of emergency situations, or where the Contractor will, in the opinion of a City Employee, be unable to respond within a reasonable time, the Contractor may not be called to perform the Services. The Contractor will not be allowed to refuse to perform the Services to any work site, or portions thereof. Calls must not be passed off to another traffic control company without authorization of the City.

## 8. CONTRACTOR PERSONNEL

8.1 The Contractor will provide an adequate number of personnel who are Province of British Columbia certified traffic control persons, fully qualified and trained in traffic control procedures to handle all aspects of road construction, utility work, City work and intersections together with competent supervision, in order to completely perform the Services in a good and workmanlike manner and to meet the quality standards of the City. All personnel provided for traffic control services shall have successfully completed a "Traffic Control Training Program", acceptable to the City and shall hold a current and valid "Flag Persons Certificate". Certificates are to be presented to the City, by each traffic control person, before starting duties on the first day on the project.

8.2 If any changes to the Traffic Control Procedures and Standards are implemented by the Provincial Government, the Contractor shall meet these requirements.

8.3 All personnel engaged in traffic control operations on City roadways will be properly certified to install traffic control devices, flag, direct and/or control traffic and be properly attired. All personnel will have a valid and current certification card available for inspection on demand by City works crews, or other personnel.

8.4 The Contractor shall designate a project manager, who will be responsible for overall management and coordination of the Services. The project manager shall be available at all times during the normal working hours and shall act as the central point of contact with the City.

8.5 The Contractor's personnel will behave responsibly and show courtesy to the public and City Works crews at all times.

8.6 All personnel will have the physical, developmental and mental ability to perform job tasks, work efforts, and responsibilities and duties.

8.7 The Contractor will be required to provide at its expense, full personal protective equipment and accessories to all traffic control personnel during all hours of work. Personal protective equipment will include as a minimum: hard hats, high visibility outer garments, flagger sets [consisting of: hard hat, 1 stop paddle, 1 slow paddle, high visibility vest and jacket, flashlight c/w 2 sets of batteries, flashlight wand, and 1 high visibility flag], ear plugs, first aid kits, rain gear, and safety glasses.

8.8 Non-compliance to the above by personnel will be considered in violation of the Agreement and will result in immediate dismissal of personnel involved from the job site and continued non-compliance may result in cancellation of the Agreement.

8.9 The Contractor will provide evidence to the City of the competency, skills & experience of any given member of their staff prior to the individual commencing any work for the City.

## 9. REMOVAL OF STAFF

9.1 The City may, at its sole discretion request the Applicant to reprimand, or remove any one of the Contractor's employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:

(a) Unfit to work;
(b) Intoxication;
(c) Electronic Communication Device use while engaged in traffic control operations;
(d) Use of foul, profane, vulgar or obscene language or gestures;
(e) Failure to provide “Flag Persons Certificate”;
(f) Disrupting work or workers;
(g) Solicitation of gratuities from any person for services performed;
(h) Willful, negligent or reckless action in disregard of safety or sanitary requirements;
(i) Any action that the City may determine constitutes a public nuisance or disorderly conduct; and
(j) Any other reason considered appropriate, at the sole discretion of the City.

## 10. SUSPENSION AND TERMINATION

10.1 The Contractor(s) may be suspended or terminated at the sole discretion of the City for any one or more of the following reasons:

(a) Failure to deliver the promised equipment at the required time and location;
(b) Failure to provide certified and trained traffic control personnel to the City;
(c) Failure to respond to phone calls from the dispatcher;
(d) Failure to provide satisfactory equipment;
(e) Default or arrears standing at WorkSafe BC;
(f) Expired insurance (CGL or Auto);
(g) Expired business license;

10.2 Contractors may be asked to leave the site by an authorized City representative.

10.3 Consistent failure by the Contractor to respond within the allowed time frame may, at the City’s option, place the Contractor in default and subject the Contractor to cancellation of the Agreement. Consistent failure shall be defined as not responding within the allowed response time on two out of three occasions.

10.4 Unsatisfactory response to any or all of the listed Services in this Agreement may be a basis for immediate termination of the Agreement.

## 11. FAILED OR LATE PERFORMANCE OF SERVICES

11.1 If:

(a) the City requests Services for any work or project at least 24 hours in advance of the planned commencement of the work or project; and

(b) the Contractor fails to perform the Services as and when requested in accordance with this agreement (including a failure to provide sufficient Traffic Control Personnel or equipment, or to provide a Traffic Control Plan that has been approved by the Traffic Control Supervisor), and the work or project is delayed as a result of such failure,

then the City will be entitled to make a deduction, from any payments due by the City to the Contractor under this agreement, of $500.00 for each hour or portion of an hour that such or project is delayed.

11.2 If the Contractor fails or is unable to provide the Services as and when requested in accordance with this agreement, and the City engages one or more other contractors to provide the Services in lieu of the Contractor, then, in addition any amounts payable to the City under section 2.1 of this Schedule, the Contractor will pay the City the amount (if any) by which the rates paid by the City to such other contractors exceeds the rates set out in Appendix 2.

11.3 If the Contractor fails to respond to any request by the City for Services on an expedited or emergency basis within the time period set out in section 7 of Schedule A, then the City will be entitled to make a deduction, from any payments due by the City to the Contractor under this agreement, of $500.00 for each such occurrence.

## 12. ALLOCATION OF WORK

12.1 The City is to, at its discretion, order equipment for a day, a part of a day, an hour for a given project, multiple projects and for as long as required. Once the Contractor is no longer required, the City is to release the Contractor until a new request is issued.

12.2 The City is to make every effort to plan project work in advance to provide the Contractor(s) with as much lead time as possible.

12.3 The City reserves the unfettered right to select equipment and/or services based on price, age of equipment, condition, resources, availability, response time, references, previous experience, performance or by other means, at the City's sole discretion.

## 13. TRANSPORTATION

13.1 The Contractor will be required to provide at his expense all Contractors' personnel transportation to and from all job sites. This includes any transportation required between job sites during the working period.

13.2 No Contractor's personnel will be permitted to ride in or on City of Surrey's vehicles.

## 14. NORMAL SERVICE HOURS

14.1 The Normal Service Hours for the City are:

7:00 a.m. to 5:30 p.m. - Monday to Friday, excluding Statutory Holidays.
Note: There is a thirty (30) minute non-paid lunch break at approximately mid-day.

14.2 The Normal Service Hours of service may be subject to change during the Term.

## 15. SET-UPS AND REMOVALS

15.1 When the project is assigned, the Contractor is required at the start of the project to set-up all the stationary equipment as requested, and the temporary traffic control signs and devices at the work sites prior to arrival of the City's work crew and its other contractors.

15.2 At the beginning and end of each workday, the Contractor shall inspect and ensure that all the equipment, signs and devices are still positioned strategically. If any are found missing or additional ones needed, the Contractor will replace them or add new ones immediately.

15.3 At times when the work sites are unmanned, particularly in the night, the work site will be closed off and the equipment, signs and devices will strategically be positioned to avoid any accidents. For the night, reflective or flashing lights are necessary.

15.4 All equipment, signs and devices will be removed on the day of the completion of the project.

## 16. TRAFFIC CONTROL

16.1 The City will strictly enforce maintenance of traffic policies and procedures.

16.2 The Contractor shall have access to, be aware of, and conduct their work within the policy, regulation and other related information found in the following publications; or other materials, as directed by the Ministry of Transportation:

(a) Standard Specifications for Highway Construction 2006 Edition, and in particular, but not limited to Sec. 194 Traffic Control. If portions within these Special Provisions contradict the Standard Specifications, the Contractor shall contact the City for clarification;
(b) 2015 Interim Traffic Management Manual for Work on Roadways; and
(c) Workers Compensation Act and Occupational Health & Safety Regulation, effective April 15th, 1998 with amendments effective October 1st, 1999 and in particular, but not limited to Part 18 Traffic Control.

## 17. BONDING

17.1 The City may require the below bonding. Please advise if a contract is awarded you will be capable of providing each of the following performance security requirements:

(a) "Performance Bond" or an "Irrevocable Standby Commercial Letter of Credit", or "Certified Funds" in the amount of Fifty Thousand Dollars and Zero Cents [CAD$50,000] 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 the Province of British Columbia and must be in a form and contain terms satisfactory to the City. At no time will the Performance Bond be released until the described Services has been completed and satisfactorily performed.

(b) "Labour & Material Payment Bond" or an "Irrevocable Standby Commercial Letter of Credit", or "Certified Funds" in the amount of Fifty Thousand Dollars and Zero Cents [CAD$50,000] within ten [10] days of notice of award, in the form satisfactory to the City. Such 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 has been completed and satisfactorily performed.

## SCHEDULE A-1 – WEEKLY INVOICE REPORT (SAMPLE)

| Area | | Invoice # - COS Department | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Date Worked | DL Safety Ref # Time Slip | WORK ORDER | Sub Total | **Total** | **TOTAL** (incl. Tax) | **TCP @ Reg** | TCP @ 1.5 | TCP @ 2 | **Total** | LT@Reg. | LT@ 1.5 | LT x2 | **Lane Tech** Total |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | $ - | $ - | $ - | | | | $ - | | | | $ - |
| | | | | | | | | | | | | | |
| | | | $ - | $ - | **$ -** | 0 | 0 | 0 | $ - | 0.00 | 0 | 0 | $ - |

## SCHEDULE B - QUOTATION

RFQ Title: Flagging & Traffic Control Services

RFQ No: 1220-040-2020-053

**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

E-mail 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 RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. 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)** |
|---|---|
| | |
| | |

**Please State Reason for the Departure(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 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):**

   _____

   _____

   **Please State Reason for the Departure(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:**

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)**

**Please State Reason for the Departure(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:

**Payment Terms:**

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

**TABLE#1: HOURS OF WORK**

Please state times/hours and days in the table below:

| Item# | Type of Rates | Times/Hours |
|---|---|---|
| 1. | Normal Services Hours [Regular Hours] | 7:00 a.m. to 5:30 p.m. Monday to Friday, excluding Statutory Holidays. **Pre-scheduled hours 5:30 p.m. to 7:00 a.m.** |
| 2. | Time and a Half | |
| 3. | Double Time | |

**N.B. The greater of either Table #2 or Table #3 [NOT BOTH] will apply per call out. The following tables provide for separate hourly labour rates and equipment charge-out rates [rates include operator] and include benefits and labour burden.**

**N.B. Rates quoted will include all necessary personal protective equipment and accessories [i.e. hard hats, high visibility outer garments, flagger sets, ear plugs, first aid kits, rain gear, and safety glasses].**

## TABLE#2: SCHEDULED HOURLY LABOUR RATES

| | | | *Hourly Labour Rates | | | |
|---|---|---|---|---|---|---|
| **Item#** | **Description** | | **Regular** | **One and a Half** | **Double Time** | ****Discounted Daily Rate** |
| **Option I – Standard Services** | | | | | | |
| 1 | Traffic Control Person (TCP) | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |
| 2 | Traffic Control Supervisor | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |
| 3 | Pilot Vehicle Driver | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |
| **STATE OTHER [APPEND ADDITIONAL SHEETS AS NECESSARY]** | | | | | | |
| 4 | | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |
| 5 | | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |
| 6 | | **Year 1** | **$** | **$** | **$** | **$** |
| | | **Year 2** | **$** | **$** | **$** | **$** |
| | | **Year 3** | **$** | **$** | **$** | **$** |

Contractors must provide an all-inclusive hourly rate and daily rate, for each person proposed.

*****Hourly Labour Rates [during Normal Service Hours] charged will be per actual hours worked on an eight **(8)** hour work day, exclusive of the thirty (30) minute non-paid lunch break period.

****Discounted** Daily Rates [during Normal Service Hours] charged are to be based on an eight **(8)** hour work day, exclusive of the thirty (30) minute non-paid lunch break period.

After Hour Labour Rates [after Normal Service Hours] in excess of the regular workday shall be outlined by the Contractor as part of the Quotation submission, as noted above.

## TABLE#3: CALL OUT CHARGES AND CANCELLATION CHARGES

**N.B. Rates quoted will include all necessary personal protective equipment and accessories [i.e. hard hats, high visibility outer garments, flagger sets, ear plugs, first aid kits, rain gear, and safety glasses].**

| PARTICULARS | | HOURLY RATE | MINIMUM HOURS | MINIMUM CHARGE |
|---|---|---|---|---|
| CALL OUT CHARGES DURING NORMAL WORKING HOURS OF 7:00 A.M. TO 5:30 P.M. (MONDAY THROUGH FRIDAY). EXCLUDING STATUTORY HOLIDAYS. **[NOT PRE-SCHEDULED]** | **YEAR 1** | **$** | | **$** |
| | **YEAR 2** | **$** | | **$** |
| | **YEAR 3** | **$** | | **$** |
| CALL OUT CHARGES AFTER NORMAL WORKING HOURS (MONDAY THROUGH FRIDAY). EXCLUDING STATUTORY HOLIDAYS. | **YEAR 1** | **$** | | **$** |
| | **YEAR 2** | **$** | | **$** |
| | **YEAR 3** | **$** | | **$** |
| CALL OUT DURING WEEKENDS AND STATUTORY HOLIDAYS. | **YEAR 1** | **$** | | **$** |
| | **YEAR 2** | **$** | | **$** |
| | **YEAR 3** | **$** | | **$** |
| MINIMUM CHARGE FOR NORMAL SCHEDULED WORK. | **YEAR 1** | | | **$** |
| | **YEAR 2** | | | **$** |
| | **YEAR 3** | | | **$** |
| RATES QUOTED INCLUDE THE FOLLOWING NUMBER OF PERSONNEL. | **YEAR 1** | | | |
| | **YEAR 2** | | | |
| | **YEAR 3** | | | |
| CANCELLATION CHARGE. | **YEAR 1** | | | **$** |
| | **YEAR 2** | | | **$** |
| | **YEAR 3** | | | **$** |

## TABLE #4 TRAFFIC CONTROL EQUIPMENT AND SIGN CHARGE OUT RATES

Please quote flat rates below [specific temporary traffic control equipment and devices outside of package rates]:

| Item# | Description | Outside of Package Hourly Rates | | |
|---|---|---|---|---|
| | | Single rate only | | |
| | | YEAR 1 | YEAR 2 | YEAR 3 |
| 1 | Pilot Vehicle – Truck with Flashing Arrow Board | $ | $ | $ |
| 2 | Two-Way Radios | $ | $ | $ |
| 3 | Spring Loaded with Stands | $ | $ | $ |
| 4 | Spring Loaded with flashers | $ | $ | $ |
| 5 | Delineator – Type D: 100mm Tubular Marker | $ | $ | $ |
| 6 | Cone – Type B | $ | $ | $ |
| 7 | Tripod | $ | $ | $ |
| 8 | Barricade – Class 1A | $ | $ | $ |
| 9 | Barricade – Class 1 | $ | $ | $ |
| 10 | Flashers – Type A | $ | $ | $ |
| 11 | Solar Arrow board | $ | $ | $ |
| 12 | Message boards | $ | $ | $ |
| 13 | Traffic Drums | $ | $ | $ |
| 14 | Safety Fence | $ | $ | $ |
| 15 | No Parking Barricades | $ | $ | $ |
| 16 | Arrow Board Trailer | $ | $ | $ |
| 17 | TCP Lighting | $ | $ | $ |
| **State other [Append additional sheets as necessary]** | | | | |
| | | $ | $ | $ |
| | | $ | $ | $ |
| | | $ | $ | $ |
| | | $ | $ | $ |

## TABLE #5 - TRAFFIC CONTROL SIGNS [AS A MINIMUM] CHARGE OUT RATES

| Item | CODE (2010 Sign Number) | TYPES | Hourly Rates Single rate only | | |
|---|---|---|---|---|---|
| | | | Year 1 | Year 2 | Year 3 |
| 1 | C-002-2 | Crew Working symbol Maximum ( ) km/h (R-004) | $ | $ | $ |
| 2 | C-002-1 | Surveyor symbol Maximum ( ) km/h (R-004) | | | |
| 3 | C-005-A | Detour AHEAD ARROW | | | |
| 4 | C-005-LR1 | Detour LEFT or RIGHT ARROW - Double Sided | | | |
| 5 | C-005-LR1 | Detour LEFT or RIGHT ARROW - Double Sided | | | |
| 6 | C-005-LR2 | Detour with LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided | | | |
| 7 | C-005-LR2 | Detour with LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided | | | |
| 8 | C-006-A | Detour AHEAD ARROW | | | |
| 9 | C-006-LR | Detour LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided | | | |
| 10 | C-006-LR | Detour LEFT-AHEAD or RIGHT-AHEAD ARROW - Double Sided | | | |
| 11 | C-050-1 | Workers Below | | | |
| 12 | C-072 | Grader Working | | | |
| 13 | C-033 | Blasting Zone Shut Off Your Radio Transmitter | | | |
| 14 | C-034 | Blasting Zone Ends | | | |
| 15 | C-059-2 | Washout | | | |
| 16 | C-013-LR | Low Shoulder on Left or Right - Double Sided | | | |
| 17 | C-090 | Temporary Red Diamond SLOW | | | |
| 18 | C-092 | Temporary Red Square Hazard Marker | | | |
| 19 | C-051 | Bridge Repair | | | |
| 20 | C-018-1A | Construction AHEAD ARROW | | | |
| 21 | C-018-2A | Construction ( ) km AHEAD ARROW | | | |
| 22 | C-008-1 | PAVING NEXT ( ) km Please Obey Signs | | | |
| 23 | C-008-2 | SEALCOATING Loose Gravel Next ( ) km | | | |
| 24 | C-080-T | Construction Speed Zone | | | |
| 25 | C-086-1 | Thank You - Resume Speed | | | |
| 26 | C-030-8 | Single Lane Traffic | | | |
| 27 | C-017 | Bump symbol (Rough Roadway) | | | |
| 28 | C-007 | Broken Pavement | | | |
| 29 | C-001-1 | Flagger Ahead symbol | | | |
| 30 | C-030-2 | Centre Lane Closed | | | |
| 31 | C-032 | Reduce Speed | | | |
| 32 | C-074 | Mower Working | | | |

| Item | CODE (2010 Sign Number) | TYPES | Hourly Rates | | |
|---|---|---|---|---|---|
| | | | Single rate only | | |
| | | | Year 1 | Year 2 | Year 3 |
| 33 | C-010-LR | Uneven Pavement On Left or On Right - Double Sided | | | |
| 34 | C-016 | Uneven Pavement Ends | | | |
| 35 | C-035 series | Updated layouts | | | |
| 36 | C-003 | Surveyor symbol | | | |
| 37 | C-076 | Sweeper Working | | | |
| 38 | C-041 | Pylon symbol Means Wet Paint Next (chalkboard) km | | | |
| 39 | C-045-1A | Slow Vehicle AHEAD ARROW | | | |
| 40 | C-045-2A | Slow Vehicles AHEAD ARROWS | | | |
| 41 | C-049 | Follow Pilot Car | | | |
| 42 | C-011 | Grooved Pavement | | | |
| 43 | C-185-3 | Use Headlights Extreme Dust | | | |
| 44 | C-035 series | Updated layouts | | | |
| 45 | C-035 series | Updated layouts | | | |
| 46 | C-088 | Work Zone Ends | | | |
| 47 | C-046 | No Road Lines | | | |
| 48 | C-047-1 | Temporary Road Lines | | | |
| 49 | C-111 | Stop Sign symbol AHEAD ARROW | | | |
| 50 | C-112 | Stop Signal symbol | | | |
| 51 | C-114 | Checkerboard symbol | | | |
| 52 | C-115 | Checkerboard symbol LEFT/RIGHT ARROW | | | |
| 53 | C-116 | Checkerboard symbol DOUBLE ARROW | | | |
| 54 | C-132 | Two-Way Traffic symbol | | | |
| 55 | C-022 | ( ) km/h tab | | | |
| 56 | C-024 | For ( ) km tab | | | |
| 57 | C-134 | Road Narrows symbol | | | |
| 58 | C-015 | Loose Gravel | | | |
| 59 | C-172-L | Truck Crossing - left | | | |
| 60 | C-172-R | Truck Crossing - right | | | |
| 61 | C-136-L | Merging Traffic Left symbol | | | |
| 62 | C-136-R | Merging Traffic Right symbol | | | |
| 63 | C-137-1 | Merge | | | |
| 64 | C-141 | Slippery Surface symbol | | | |
| 65 | C-149 | Pavement Ends symbol | | | |
| 66 | C-135 | Narrow Structure symbol | | | |
| 67 | C-135-T | One Lane tab | | | |

| Item | CODE (2010 Sign Number) | TYPES | Hourly Rates | | |
|---|---|---|---|---|---|
| | | | Single rate only | | |
| | | | Year 1 | Year 2 | Year 3 |
| 68 | C-154-D | Double Hazard Marker | | | |
| 69 | C-154-L | Left Hazard Marker | | | |
| 70 | C-154-R | Right Hazard Marker | | | |
| 71 | C-130-L | Left Lane Closed symbol | | | |
| 72 | C-130-R | Right Lane Closed symbol | | | |
| 73 | C-130-T | ( )00 m tab | | | |
| 74 | C-162 | Chevron Alignment symbol | | | |
| 75 | R-001-Ta | 3-Way tab | | | |
| 76 | R-001-Tb | 4-Way tab | | | |
| 77 | R-022-1 | Do Not Pass symbol | | | |
| 78 | R-056-1 | YIELD symbol To Oncoming Traffic | | | |
| **State Other (Append other sheets as required)** | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## TABLE #6 SCHEDULE OF PACKAGE PRICES

Package prices are to cover all labour, materials, equipment and related fees to perform the required work items.

No additional adjustments will be allowed. The undersigned offers separate prices not included in Lump Sum Bid as follows:

### Pricing Package #1 – Lane Closure A

One (1) Truck with arrow board, one (1) person and all materials, equipment, signs, setup and related fees to perform a lane closure for the required work condition.

| Item# | Description | | Hourly Rates/TCP | | |
|---|---|---|---|---|---|
| | | | Regular | One and a Half | Double Time |
| 1 | Includes Flagger, Signs and Equipment | **YEAR 1** | **$** | **$** | **$** |
| | | **YEAR 2** | **$** | **$** | **$** |
| | | **YEAR 3** | **$** | **$** | **$** |

**Pricing Package #2 – Lane Closure B**

One (1) Truck with arrow board, two (2) person and all materials, equipment, signs setup and related fees to perform a lane closure for the required work condition.

| Item# | Description | | Hourly Rates/TCP | | |
|---|---|---|---|---|---|
| | | | Regular | One and a Half | Double Time |
| 1 | Includes Flagger, Signs and Equipment | YEAR 1 | $ | $ | $ |
| | | YEAR 2 | $ | $ | $ |
| | | YEAR 3 | $ | $ | $ |

**Pricing Package #3 - Lane Closure C**

Two (2) Truck with arrow board, two (2) person and all materials, equipment, signs setup and related fees to perform a lane closure for the required work condition.

| Item# | Description | | Hourly Rates/TCP | | |
|---|---|---|---|---|---|
| | | | Regular | One and a Half | Double Time |
| 1 | Includes Flagger, Signs and Equipment | YEAR 1 | $ | $ | $ |
| | | YEAR 2 | $ | $ | $ |
| | | YEAR 3 | $ | $ | $ |

**EMERGENCY/AFTER HOURS SERVICE**

Designated person responsible for accepting and scheduling emergency services. The City must be able to contact this person(s) during nights, weekends and holidays.

| Contact Person(s) | Phone No. | Fax No. |
|---|---|---|
| | | |
| | | |

**REGULAR SERVICE CONTACT PERSON**

Designated person responsible for accepting and scheduling routine services. The City must be able to contact this person(s) during the business hours of 7:00 a.m. to 5:30 p.m. Monday to Friday, excluding Statutory Holidays.

| Contact Person(s) | Phone No. | Fax No. |
|---|---|---|
| | | |
| | | |

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 |
| | | | | | | | | | | |
| | | | | | | | | | | |

SECTION B-4

**Key Personnel & Sub-Contractors:**

11. Contractors should identify and provide 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 identify and provide 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 & Services* | *Sub-Contractors & Material Suppliers Names* | *Years of Working with Contractor* | *Telephone Number and Email* |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

SECTION B-5

**Experience, Reputation and Resources:**

13. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFQ.

14. Contractors should provide 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. Previous clients of the Contractor may be contacted at the City's discretion.

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):

**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 | | ❒ Tier 0 or ❒ Tier 1 | |
| 2 | | ❒ Tier 0 or ❒ Tier 1 | |
| 3 | | ❒ Tier 0 or ❒ Tier 1 | |
| 4 | | ❒ Tier 0 or ❒ Tier 1 | |
| 5 | | ❒ Tier 0 or ❒ Tier 1 | |

**[End of Page]**

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 _____, 202_.

**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) |