



REQUEST FOR PROPOSALS

Title: **Maintenance of Traffic Signals, Demand Work, and Maintenance of Roadway Poles**

Reference No.: 1220-030-2023-032

GOODS AND SERVICES

(GENERAL SERVICES)

Issue Date: October 17, 2023

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to enter into an Agreement to provide maintenance of traffic signals, demand work, and maintenance of roadway poles (the “**City Infrastructure**”) as per the requirements and specifications as set out in Schedule A – Specification of Goods and Scope of Services (the “**Goods and Services**”).

The preferred Proponent(s) will be required to have qualified electrical technicians that have demonstrated experience with traffic signal, streetlight, and other electrical work. The Contractor should have the ability to troubleshoot and diagnose problems with all of the City’s traffic signal and streetlight related electrical operation systems.

1.2 Eligibility to Participate

Any interested party is eligible to participate in this RFP.

The current provider of the City’s traffic signals and streetlights electrical maintenance services, Cobra Electric Services Ltd. is not precluded from submitting a Proposal in response to this RFP. The current provider may have experience and knowledge that is not available to other interested parties. The City has endeavoured to make available to interested parties information in the City’s possession the City has identified as relevant to the existing Services agreement, except the City will not release any of the current provider’s confidential commercial information.

1.3 Definitions

In this RFP, the following definitions shall apply:

- (a) “**Agreement**” means a formal written contract between the City and a Preferred Proponent(s) to undertake the Goods and Services, the preferred form of which is Attachment 1;
- (b) “**BC Bid Website**” means www.bcbid.gov.bc.ca;
- (c) “**City**” means the City of Surrey;
- (d) “**City Representative**” has the meaning set out in section 2.5;
- (e) “**City Website**” means www.surrey.ca;
- (f) “**Closing Time**” has the meaning set out in section 2.1;
- (g) “**Evaluation Team**” means the team appointed by the City;

- (h) **“Goods”** has the meaning set out in Schedule A;
- (i) **“Information Meeting”** has the meaning set out in section 2.2;
- (j) **“Preferred Proponent(s)”** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for an Agreement;
- (k) **“Proponent”** means an entity that submits a Proposal;
- (l) **“Proposal”** means a proposal submitted in response to this RFP;
- (m) **“RFP”** means this Request for Proposals;
- (n) **“Services”** has the meaning set out in Schedule A;
- (o) **“Site”** means the place or places where the Goods are to be delivered and the Services are to be performed; and
- (p) **“Statement of Departures”** means Appendix 1 to the Form of Proposal attached as Attachment 2.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca.

on or before the following date and time

Time: 3:00 p.m., local time
Date: November 9, 2023

(the “Closing Time”).

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City’s receiving equipment functions properly so that the Proposal is received by the Closing Time.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

2.2 Information Meeting

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

When: October 26, 2023

Where: Video/Phone Conference – Microsoft Teams Meeting

Proponents interested in participating in this Information Meeting should email their request to purchasing@surrey.ca on or before **October 25, 2023**.

Time: 9:00 a.m., local time

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City's receiving equipment functions properly so that the Proposal is received by the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's receiving equipment functions properly to facilitate timely delivery of any amendment.

2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2023-032

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

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

2.6 Addenda

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

2.7 Examination of Agreement Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

Proponents should complete the form of Proposal attached as Attachment 2, including Appendices 1 to 4. Proponents are encouraged to respond to the items listed in

Appendices 1 to 4 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the “**Evaluation Team**”), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

(a) Statement of Departures

The Evaluation Team will consider the Proponent's response to Appendix 1 of Attachment 2

(b) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items in Appendix 2 of Attachment 2.

Note: All Proponents should furnish satisfactory evidence as required in the Form of Proposal to demonstrate that they have the skills, abilities and experience to perform work that is identical or similar in scope and value and that they have sufficient trained and experienced personnel to complete the requirements of the contract to the satisfaction of the City. The City reserves the right to make the final decision, as it sees fit, as to whether or not the Proponents that respond to this RFP can satisfy this requirement.

(c) Technical

The Evaluation Team will consider the Proponent's responses to items in Appendix 3 of Attachment 2.

(d) Financial

The Evaluation Team will consider the Proponent's response to items in Appendix 4 of Attachment 2.

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

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors, or omissions in Appendix 4 to Attachment 2 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services.

4.8 Negotiation of Agreement and Award

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in the Preferred Proponent's Proposal and/or Goods and scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for an Agreement, or to award any Agreement, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

5.2 Proponent's Expenses

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

a Proposal, or participating in negotiations for an Agreement, or other activity related to or arising out of this RFP.

5.3 No Agreement

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

5.4 Conflict of Interest

A Proponent should disclose in its Proposal any existing business relationships it may have with the City, its elected or appointed officials or employees, and any actual or potential conflicts of interest of any kind. The City may rely on such disclosure and the City reserves the right to disregard a Proposal from a Proponent with a conflict of interest.

5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in Section 2.5, at any time prior to the award of an Agreement or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature

or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

ATTACHMENT 1 – DRAFT AGREEMENT - GOODS AND SERVICES



GOODS AND SERVICES AGREEMENT

between

CITY OF SURREY

and

<<insert name of Contractor>>

for

**MAINTENANCE OF TRAFFIC SIGNALS, DEMAND WORK, AND MAINTENANCE
OF ROADWAY POLES**

Reference No.: 1220-030-2023-032

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OF CONTRACTOR**

ATTACHMENT 1 - DRAFT SERVICES AGREEMENT

MAINTENANCE OF TRAFFIC SIGNALS, DEMAND WORK, AND MAINTENANCE OF ROADWAY POLES

THIS AGREEMENT dated for reference the ____ day of _____, 2023 (the “**Effective Date**”).

Reference No.: 1220-030-2023-032

BETWEEN:

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

(the “**City**”)

OF THE FIRST PART

AND:

[Insert Full Legal Name of Contractor]

(the “**Contractor**”)

OF THE SECOND PART

WHEREAS:

- A.** Pursuant to the City’s 2023 Request for Proposals #1220-030-2023-032 (the “**RFP**”) the City invited proposals from proponents for the provision of Goods and performance of Services in connection with maintenance of traffic signals, demand work and maintenance of roadway poles and other related services.
- B.** The Contractor, in response to such RFP, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms and conditions specified in the RFP.
- C.** After evaluating the proposals, the City has selected the Contractor to provide the Goods and perform the Services as generally set out in Schedule A and the Contractor has agreed to same.
- D.** The City and the Contractor now wish to enter into this Agreement to set forth the rights and obligations of each of them.

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

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

- (a) **“Agreement”** means this agreement, including all attached schedules;
- (b) **“Calendar Year”** means the period from January 1st to December 31st;
- (c) **“Change Order”** means as specified in Section 5.6;
- (d) **“City”** means the City of Surrey;
- (e) **“City Infrastructure”** means all the number and type of Infrastructure, Goods, equipment, wiring, cabling, and devices contained within the City including traffic signals, streetlights, roadway poles, ITS, and their components, as may be revised from time to time in accordance with the provisions of this Agreement, as substantially set out in Schedule A-4;
- (f) **“Claim”** means any order, demand, suit, action, prosecution, summons, commencement of legal proceedings, charge, investigation, petition or proceedings from any person or Government Authority, settlement discussions or alternative dispute resolution mechanisms and any termination, suspension, abandonment, discontinuance, appeal, or review thereof;
- (g) **“Contractor”** means a contractor whose Proposal has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (h) **“Contractor Representative”** has the meaning set out in Section 16.6(a);
- (i) **“Demand Work”** means Services that are not Maintenance of Traffic Signals and Maintenance of Roadway Poles, including installations, modifications, work to repair or replace Infrastructure so that it is operational and functions without deficiencies, and correct any condition of an item of Infrastructure that is not otherwise addressed in the Specifications but creates or has the potential to create issues or problems for its operation or functioning, or to address any condition of an item of Infrastructure which the City has directed the Contractor to address, substantially as set out in Schedule A-2;

- (j) **“Department Representative”** has the meaning set out in Section 16.6(b);
- (k) **“Dispute”** has the meaning set out in Section 14.1;
- (l) **“First Renewal Term”** has the meaning set out in Section 2.7.3;
- (m) **“Good Industry Practice”** means the standards, practices, methods and procedures the best professional and commercial standard in the industry with respect to conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
- (n) **“Indemnitees”** has the meaning set out in Section 8.1;
- (o) **“Initial Term”** has the meaning set out in Section 2.7.2;
- (p) **“Intelligent Transportation System(s)”** and **“ITS”** mean the integrated technologies used by the City for transportation and other purposes including data communication infrastructure, sensors, and other electronic devices;
- (q) **“Invoice”** has the meaning set out in subsection 5.3.1.2;
- (r) **“Maintenance of Traffic Signals”** means the Goods and Services as set out in Schedule A-1;
- (s) **“Maintenance of Roadway Poles”** means the Goods and Services as set out in Schedule A-3;
- (t) **“Second Renewal Term”** has the meaning set out in Section 2.7.4;
- (u) **“Services”** has the meaning set out in Section 2.1;
- (v) **“Site”** means the place or places where the Goods are to be delivered and the Services are to be performed;
- (w) **“Specifications”** means those specifications of Services in the Schedules as may be amended by the City from time to time by written notice to the Contractor;
- (x) **“Term”** means the Initial Term and, as applicable, the First Renewal Term and the Second Renewal Term and the Third Renewal Term;
- (y) **“Third Renewal Term”** has the meaning set out in Section 2.7.5;

- (z) **“TMC”** or **“Traffic Management Centre”** means the Traffic Management Centre within City Hall located at 13450 104 Avenue, Surrey, BC, V3T 1V8;
- (aa) **“TMC Staff”** or **“Traffic Management Centre Staff”** means employees of the City that work in the Traffic Management Centre;
- (bb) **“Traffic Disruption”** means a change from the typical flow of traffic at the location of the item of Infrastructure concerned;
- (cc) **“UPS”** means Uninterruptible Power Supply;
- (dd) **“Work Order”** means a request for work, or a service request, issued by the City to the Contractor, using a technology approved by the City and as may be amended by the City from time to time, requiring the Contractor to perform Services as agreed upon by both parties;
- (ee) **“Working Hours”** means the hours of operation of the Traffic Management Centre being between 6:30 a.m. and 6:30 p.m. on a working day; and
- (ff) **“Year of the Term”** as used herein shall mean each twelve-month period _____ 1st to _____ in the Term.

1.2 Interpretation

This Agreement will be interpreted according to the following, except to the extent that the context or the express provisions of this Agreement otherwise require:

- (a) "authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" will respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City's Representative;
- (b) the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
- (c) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

- (d) any reference to a statute or bylaw will include and will be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute, bylaw or regulation that may be passed which has the effect of supplementing or superseding the same;
- (e) words and abbreviations which have well-known technical or trade meanings are used in this Contract in accordance with such recognized meanings;
- (f) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa; and
- (g) while the City believes that the sample calculations provided in this Contract are correct, in the event of a conflict between the methodology of a calculation in the Contract and a sample provided, the methodology of the calculation shall supersede the sample.

1.3 Order of Governance

If there is any inconsistency or conflict between the provisions of the Agreement documents, then:

The Agreement shall govern and take precedence in the following order:

- (a) Agreement, including the Schedules;
- (b) Addenda (if any);
- (c) Surrey Design Criteria Manual;
- (d) Surrey Supplemental Master Municipal Construction Documents;
- (e) Master Municipal Construction Document Specifications (Platinum Edition, 2009); and
- (f) Master Municipal Construction Document Standard Detail Drawings (Platinum Edition, 2009).

1.4 Schedules

All Schedules are included in and form a part of this Agreement.

2. GOODS AND SERVICES

2.1 Goods and Services

The Contractor will provide the Goods and perform the Services required under this Agreement, including as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of this Agreement (the “**Goods and Services**”).

2.2 Additional Goods and Services

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be requested by the Department Representative. The terms of this Agreement will apply to any additional goods and services, and the pricing for the additional goods and services, and the time for the Contractor's performance, will correspond to the pricing as described in Schedule B. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

2.3 Standard of Care/Quality Control

The Contractor will provide the Goods and perform the Services in a competent, diligent and efficient manner to the full satisfaction of the City. The Contractor warrants and represents the Contractor, and any persons performing any part of the Goods and Services, have the skills, qualifications, expertise and experience necessary to provide the Goods and perform the Services in a competent and professional manner and will provide the Goods and Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional contractor providing similar goods or services. The Contractor will be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor.

The Contractor shall have a Quality Management System (the "QMS"). The QMS shall incorporate the principles of quality management as set out in ISO 9001:2015 "Quality Management Systems Requirements". The QMS shall demonstrate and detail how the Contractor will satisfy the specifications of this Agreement and meet the following requirements:

- (a) possess a quality manual that defines the scope and structure of the QMS. The quality manual will include a clear description of the QMS structure and documentation required to execute the Services;
- (b) possess complete documentation of how the Services are to be performed including details of the steps necessary to carry out each activity;
- (c) identify the process for the review of the QMS by the Contractor's management and what measures to correct and improve the QMS will be undertaken;
- (d) define how the Contractor will perform the Services as specified by this Agreement;
- (e) identify and prioritize the Services to be completed and correct any deficiencies;
- (f) control of the necessary Goods purchases to meet the requirements of this Agreement;
- (g) identify all resources and information necessary to meet the Contractor's contractual requirements under this Agreement;
- (h) the quality control and assurance of the Services; and

- (i) establish and maintain records to provide evidence of conformity to this Agreement and the QMS requirements. Records can be in hard copy or electronic form.

2.4 Quality Management System Auditing

The Contractor shall appoint a quality manager with the necessary experience, training, and authority to ensure the QMS is effectively implemented and maintained and will be responsible for:

- (a) implementing and maintaining the QMS;
- (b) scheduling and coordinating the internal quality audits including recording the reviewing of the QMS and monthly reporting to the City;
- (c) initiating and recording reviews of the QMS;
- (d) implementing and coordinating the continuous improvement of the QMS; and
- (e) coordinating and implementing all QMS corrective and preventive measures to ensure that failures are correctly managed and do not reoccur.

The Contractor shall have an internal QMS auditing process to confirm that its activities are in compliance with the QMS. The Contractor shall ensure that the quality manager completes a full internal review of the QMS annually.

The Contractor shall deliver quality audits and progress reports monthly. The City may conduct quality audits at times and in a manner determined by the City to ensure the Services performed by the Contractor is in compliance with the QMS and specifications of this Agreement. Services not completed in compliance will be immediately corrected by the Contractor, at the cost of the Contractor, and measures will be undertaken by the Contractor to ensure that there is no further noncompliance.

2.5 Warranty of Goods

The Contractor warrants that the Goods supplied by the Contractor 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. 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 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.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

2.6 Warranty of Services

The Contractor shall warranty all Services for a period of one (1) year from the date of installation, or in the case of electrical equipment the date it was energized, including:

- (a) installation of display fixtures installed in traffic signals;
- (b) installation of pushbuttons;
- (c) installation of streetlight lamps/fixtures;
- (d) installation of Intelligent Transportation System equipment and devices;
- (e) installation of wiring and electrical connections;
- (f) pole painting; and
- (g) installation of vehicle actuated loop detectors.

2.7 Term

2.7.1 The Contractor covenants and agrees to provide the Goods and perform the Services throughout the Term unless terminated as provided herein.

2.7.2 The first period of time during the Initial Term will begin on January 1, 2024, and terminate on December 31, 2026 (the "**Initial Term**").

2.7.3 The City shall have the option of renewing this Agreement for a further period of one (1) year (the "**First Renewal Term**") by giving notice in writing to the Contractor at any time prior to one hundred and eighty (180) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the First Renewal Term, including the pricing.

2.7.4 The City shall have the option of renewing this Agreement for a further period of one (1) year (the "**Second Renewal Term**") by giving notice in writing to the Contractor at any time prior to one hundred and eighty (180) days before the end

of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Second Renewal Term, including the pricing.

2.7.5 The City shall have the option of renewing this Agreement for a further period of one (1) year (the “**Third Renewal Term**”) by giving notice in writing to the Contractor at any time prior to one hundred and eighty (180) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Third Renewal Term, including the pricing.

2.7.6 There are no further renewals at the end of the Third Renewal Term.

2.7.7 With respect to the renewals contemplated in Sections 2.7.3, 2.7.4 and 2.7.5, the Contractor shall provide the City with written notice of the approaching renewal deadline no earlier than two hundred and ten (210) days before the end of the then-current Term. If the Contractor fails to provide the City with notice in accordance with this Section, the City may renew this Agreement by giving notice at any time during the one hundred and eighty (180) days immediately before the end of the then-current term.

2.8 Protection of the Public and Property

The Contractor shall hold paramount the safety, health, and welfare of the public.

In supplying the Goods and performing the Services, the Contractor shall protect the City’s property and other persons property from damage. The Contractor shall at the Contractor’s own expense make good any such damage which arises as a result of the Contractor’s operation except for damage which, in the performance of the Services, the Contractor could not reasonably avoid.

2.9 Traffic Control

The Contractor shall be responsible for all temporary traffic marking, signing, signaling and control while performing the Services covered by this Agreement. In general, whenever required to obstruct traffic for the repair and/or maintenance of traffic signals and streetlights, the Contractor is to comply with traffic control equipment, arrangements and procedures that meet the requirements of the latest edition of the document Traffic Management Manual for Work on Roadways issued by the Ministry of Transportation and Infrastructure or any future successor document, as approved by Part 18 Traffic Control of the WorkSafeBC Occupational Health and Safety Regulation.

The requirement of the Contractor to obtain City Road and Right-of-Way and Traffic Obstruction Permits is hereby waived, except for complete road closures. Traffic lane closures on arterial and collector roads (as identified by Schedule A-7 – Road Classification) shall be prohibited on Workdays for the hours 6:00 am – 9:00 am and 3:00

pm – 8:00 pm, and Saturdays, Sundays, and holidays for the hours 10:00 am – 6:00 pm, for Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles and vehicle detector loop construction/replacement. Traffic lane closures on arterial and collector roads for Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles at all other times are unrestricted. Traffic lane closures on local roads are unrestricted. Traffic lane closures to repair Deficiencies that create a risk to public safety are unrestricted.

2.10 Monthly Maintenance Reports

The Contractor shall submit to the City monthly summary reports of all activities relating to Maintenance of Traffic Signals, Demand Work, and Maintenance of Roadway Poles for each location. The summary report should list the maintenance history of the entire reporting period for each individual traffic signal, streetlight and roadway pole location and any deficiencies found. The summary report should be submitted to the City within ten (10) days following the end of the month of the reporting period.

The following is a sample of the type of information that shall be recorded for each maintenance activity:

- (a) Date and time request for Service was received;
- (b) Authority making request, e.g., Engineering, Fire Department, Police, etc.;
- (c) Name of individual making request;
- (d) Identification of damaged unit, i.e., traffic signal or streetlight;
- (e) Location of damaged unit, map book page number, traffic signal intersection and / or streetlight unique identifier;
- (f) Description of problem as reported;
- (g) Description of problem as field determined. Damaged traffic signals shall be identified as primary or secondary signal head. For traffic signal controller malfunctions, a Controller Failure Report shall be completed;
- (h) Indication of probable cause of damage, e.g., general, vandalism, third party damage, motor vehicle collision, etc.;
- (i) Detailed description of action taken;
- (j) List of labour, equipment and material items and quantities thereof required to effect repair;
- (k) Date and time and identity of repair crew that arrived on Site;
- (l) Date and time repairs completed. If a second repair call is required to complete the work, e.g., reinstall equipment repaired in shop, a separate maintenance activity sheet shall be completed. The initial record sheet shall be referenced on all subsequent sheets, items (a) to (h) above, inclusive, shall be listed on the initial maintenance activity sheet only;
- (m) Services shall be documented with at least one geotagged photograph of the Site or work performed; and
- (n) Condition assessment of Infrastructure within this Agreement.

The preceding list is provided as a sample of the information that the Contractor will be required to record. The City reserves the right to make minor amendments to this list as necessary.

A copy of all records specified by the City shall be forwarded to the Department Representative at the end of the month in which the Services were performed, together with a monthly invoice. A second copy of each record shall be maintained at the Contractor's place of business.

2.11 Meetings

The Contractor shall be required to meet with the City from time to time, as necessary, to review the performance and progress of this Agreement. The Contractor shall provide such additional details as may be requested by the City. There shall not be any additional costs charged to the City for these meetings.

2.12 Local Office Requirements

The Contractor shall have a Base Location established in the Metro Vancouver or Fraser Valley area or commit to an office in the Metro Vancouver or Fraser Valley area for the duration of this Agreement.

2.13 Fuel Emissions Data

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

Sample Report:

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

Data provided should include the following information: litres of fossil fuels consumed in relation to the Service delivered under the Agreement in each vehicle class, and the fuel type, for the Goods and Services provided in the previous period.

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

2.14 New Goods

Goods provided by the Contractor shall be new unless otherwise specified in this Agreement. All Goods shall be approved for use by and carry the seal of the Canadian Standards Association (CSA) or UL Listed; and/or shall comply with relevant specifications, safety codes, regulations, etc. Defective replacement Goods shall be removed, and replaced with new Goods or repaired, at the discretion of the City. The City reserves the right to reject any Goods deemed unsatisfactory by the City.

2.15 Goods Purchased by City

The City has the right to purchase Goods required for the performance of this Agreement directly from manufacturers and suppliers, and to supply the same to the Contractor. The Contractor shall be obligated to use such Goods, as directed by the City, for the Services covered under this Agreement. A preliminary list of Goods purchased by the City is attached as Schedule A-5.

Goods supplied by the City shall be examined by the Contractor for quality and defects. The Contractor shall sign a statement of Goods acceptance, specifically listing Goods and quantities thereof and noting all defective material.

2.16 Goods Purchased by the Contractor

The Contractor shall supply all Goods required to perform the Services, except for those specified in Section 2.15, or as directed by the City, on a cost-plus basis in accordance with Schedule B.

2.17 Alternate Goods

If the Contractor intends to use replacement Goods of an alternate type or manufacturer from those which are to be replaced, full particulars of the alternate Good(s) shall be provided to the City, and the City's written approval of the substitution Goods obtained. Should the Contractor use substitution Goods without prior approval from the City, and these substitution Goods are deemed unsatisfactory by the City, the Contractor shall be required to remove the substitution Goods and replace them with Goods as specified by the City at the Contractor's expense.

2.18 Estimate of Quantities

This Agreement is primarily based on unit prices. For unit price items, the number of units for each item (i.e., quantities) as listed in Schedule B has been estimated. Actual quantities will vary. Payment will be made based on the measurement of the actual quantity of Goods and Services incorporated into the Work Order. The unit prices for each item will be applicable regardless of the variation in the actual quantity as compared to the estimated quantity. No adjustment to the unit price will be considered as a result of such variation.

3. PERSONNEL

3.1 Qualified Personnel

The Contractor shall provide and make immediately available fully trained and experienced personnel with a minimum of five (5) years traffic control maintenance experience on standard traffic control equipment and sufficient capabilities to provide the Goods and Services. The Contractor shall:

- (a) name and make available at least one (1) qualified traffic signal journeyman electrician with at least five (5) years of proven experience working with Model 170, National Electrical Manufacturers Association (“**NEMA**”) TS1 and TS2, and Advanced Transportation Controller (“**ATC**”) family of standards type traffic signal controllers and cabinets as the Primary Electrician (the “**Primary Electrician**”). Primary Electricians shall have International Municipal Signal Association (“**IMSA**”) Traffic Signal Level II certification or better;
- (b) make available at all times a Primary Electrician for emergency Demand Work. A Primary Electrician is to be equipped with a mobile telephone that the City can contact at all times without going through a second party;
- (c) make available at least two (2) qualified journeyman electricians with at least five (5) years of electrical maintenance experience on standard traffic control and streetlighting equipment (the “**Secondary Electrician**”). Secondary Electricians shall have IMSA Traffic Signal Level I and Roadway Lighting Level I certification or better; and
- (d) utilize Secondary Electricians on an as-required basis to provide support for the Primary Electrician or for additional equipment and manpower assistance. These personnel shall be expected to perform installation or maintenance Services as necessary to complement the Primary Electrician.

3.2 Listed Key Personnel and Sub-Contractors

The Contractor will provide the Goods and Services using the key personnel and sub-contractors as may be listed in Schedule C and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Goods and Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

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

If, over the term of the Agreement, it becomes necessary for the Contractor to assign different personnel to deliver the Goods or perform the Services, a request in writing stating the reasons for the change(s), the name(s), position to be held for the Agreement, experience, and independent references which can verify the proposed personnel's experience, shall be provided. The City reserves the right to similarly test any proposed maintenance electrician and accept or reject the personnel based on test results.

3.4 Sub-Contractors and Assignment

Except as provided for in section 3.2, 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.

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for the 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.

4. LIMITED AUTHORITY

4.1 Agent of City

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 perform the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services.

4.2 Contractor Vehicle Identification

Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name.

4.3 Independent Contractor

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 delivers the Goods and perform 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 the provision of the Goods and performance of the Services and may not delegate or assign any Goods or Services to any other person except as provided for in section 3.3. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees, or sub-contractors.

5. PAYMENT

5.1 Goods and Services Payment Amounts

5.1.1 The City will pay to the Contractor the amounts due under this Agreement calculated as follows:

- (a) **Maintenance of Traffic Signals.** <<insert contract price>> for Maintenance of Traffic Signals provided in accordance with the performance of this Agreement throughout the Term payable in **twelve (12) equal monthly instalments**, in arrears. The cost for Maintenance of Traffic Signals must not exceed the unit cost per occurrence specified in Schedule B of this Agreement for those Maintenance of Traffic Signals services requested by the City, plus applicable taxes;
- (b) **Demand Work.** <<insert estimated amount>> for Demand Work provided in accordance with the performance of this Agreement throughout the Term payable upon performance, in arrears, and after receipt of an Invoice. The cost for Demand Work must not exceed the unit cost per occurrence specified in Schedule B of this Agreement for those Demand Work services requested by the City, plus applicable taxes; and
- (c) **Maintenance of Roadway Poles.** <<insert estimated amount>> for Maintenance of Roadway Poles provided in accordance with this Agreement throughout the Term payable upon performance, in arrears, and after receipt of an Invoice. The cost for Roadway Pole Maintenance must not exceed the unit cost per occurrence specified in Schedule B of this Agreement for those Roadway Pole maintenance services requested by the City, plus applicable taxes.

Subject to any adjustments, as agreed to by the City in accordance with this Agreement, including through Change Orders.

5.1.2 Payment will be entire compensation owing to the Contractor for the performance of the Contractor's obligations under this Agreement. The payment is all-inclusive and includes, without limitation, all profit and all costs of general management, supervision, support services, insurance, labour, materials, equipment, transportation and delivery, import duties and taxes, brokerage, royalties, handling, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor for the supply and delivery of the Goods and performance of the Services.

- 5.1.3 All amounts are in Canadian funds.
- 5.1.4 The City shall not be responsible for costs incurred by the Contractor in excess of the agreed amount(s) as set out herein.
- 5.1.5 Subject to the Consumer Price Index Adjustment as set out in Section 5.2, the unit price(s) specified in Schedule B shall not be adjusted throughout the Term or Renewal Term.

5.2 Consumer Price Index Adjustment

Consumer Price Index adjustment shall not be allowed for the first twelve (12) months and thereafter the prices shall be subject to 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 each Calendar Year. The parties agree to execute an annual amendment to this Contract which reflects the CPI increase and any changes to estimated quantities as set out in Schedule B.

5.3 Payment Terms and Conditions

5.3.1 Invoicing and Payment

5.3.1.1 Subject to any contrary provisions set out in this Agreement:

The invoice(s) submitted for each billing period shall be clearly itemized to the amount of Services performed, the billing rates, show an invoice number, firm name (complete), address, telephone number, reference a P.O. # and the name & location of work, and reference a work order number (if applicable), and in an itemized manner the amount due for each section (project number) serviced, G.S.T. and a grand total. This grand total will be subject to payment deduction if, in the opinion of the Department Representative, or, designate, any portion of the Goods or materials supplied, or furnished, or Services performed under this Agreement is defective, or, not in accordance with the performance requirements, or is not otherwise to the satisfaction of the Department Representative, or designate, the Department Representative, or designate may make such deductions therefrom in the payments due or, to become due to the Contractor as the representatives of the City may deem just and reasonable.

5.3.1.2 Once the Goods and Services are delivered and accepted by the City the Contractor shall submit an invoice (each, an "Invoice") to the City **electronically** to: surreyinvoices@surrey.ca.

5.3.1.3 No amount claimed on any invoice shall be paid by the City unless the invoice is certified for payment by the Department Representative, or designate. The

Department Representative, or designate shall not approve an invoice for payment unless satisfied that it is correctly calculated with respect to the Services delivered and accepted.

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

5.3.1.5 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 payment 10% of the amount the City determines is payable to the Contractor until as such time as the Contractor provides its final report to the City.

5.3.1.6 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.

5.3.1.7 All Invoices shall be stated in, and all payments made in, Canadian dollars.

5.3.1.8 The City shall not be liable for interest or overdue charges on any invoice.

5.3.1.9 Invoices are to be separated and itemized as follows:

Schedule A-1 – Maintenance of Traffic Signals

- 1) Maintenance of Traffic Signal Invoices;

Schedule A-2 – Demand Work

- 1) Streetlight Fixture Demand Work Invoices for MRN Roads*;
 - a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 2) Streetlight Fixture Demand Work Invoices for Non-MRN Roads*;
 - a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 3) Demand Work to correct Infrastructure deficiency Invoices for MRN Roads*;
 - a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock

- d) Bordering City of Langley
 - e) Bordering Township of Langley
- 4) Demand Work to correct Infrastructure deficiency Invoices for Non-MRN Roads*;
- a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 5) Demand Work to repair Infrastructure damaged by motor vehicle collisions, third party contractors, theft, vandalism, and extreme weather Invoices for MRN Roads*;
- a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 6) Demand Work to repair Infrastructure damaged by motor vehicle collisions, third party contractors, theft, vandalism, and extreme weather Invoices for Non-MRN Roads*;
- a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 7) All other Demand Work Invoices for MRN Roads*;
- a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley
- 8) All other Demand Work Invoices for Non-MRN Roads*;
- a) Surrey Roads not bordering any municipality
 - b) Bordering City of Delta
 - c) Bordering White Rock
 - d) Bordering City of Langley
 - e) Bordering Township of Langley

Schedule A-3 – Maintenance of Roadway Poles and Electrical Service Enclosure Services

- 1) Maintenance of Roadway Poles and Electrical Service Enclosure Services for

MRN Roads*;

- a) Surrey Roads not bordering any municipality
- b) Bordering City of Delta
- c) Bordering White Rock
- d) Bordering City of Langley
- a) Bordering Township of Langley

2) Maintenance of Roadway Poles and Electrical Service Enclosure Services for Non-MRN Roads*;

- a) Surrey Roads not bordering any municipality
- b) Bordering City of Delta
- c) Bordering White Rock
- d) Bordering City of Langley
- b) Bordering Township of Langley

*MRN Roads are set out in Schedule A-8 – Major Road Network.

5.4 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

5.5 Incidental Goods Supply

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts including without limitation all tools and other miscellaneous equipment (including expendable tool accessories such as saw blades and drill bits) and Goods (electrical tape, wire nuts, screws, etc.) normally required by tradesmen in their provision of the Goods and Services shall be considered incidental and shall not be paid for separately by the City.

5.6 Change Order

The City may at any time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope, including by altering, adding to or deducting from the specifications, as the City in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed change.

The Contractor may request changes to the specifications by submitting to the City written notice of the requested change referencing the specific section(s) and page number(s) of the Specifications affected by the requested change and supporting documentation acceptable to the City with respect to the requested change.

The Contractor shall, within a reasonable time of receiving notice of a proposed change, or at the time that it requests a change, present in a form acceptable to the City, the price for the change, based on the unit prices set out in Schedule B (whether a net increase, or net decrease), if any.

If the City and the Contractor agree to any price adjustments, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by the City and the Contractor.

The Contractor shall furnish the Goods and Services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.

The Contractor shall not make any changes to the Specifications without a Change Order. The City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. The City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

6. CONTRACTOR RECORDS

6.1 Records

The Contractor will:

- (a) prepare and maintain, at a location within British Columbia, adequate records and supporting documents related to the delivery of the Goods and Services to the satisfaction of the City;
- (b) give written particulars of the location within British Columbia, referred to in Section 6.1(a), to the City, not later than 30 days after the Commencement Date, or give written particulars of any new location within British Columbia within 30 days of any change of location;
- (c) on request from the City, make their records available to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete; and
- (d) comply with a computerized work reporting system satisfactory to the City.

7. CITY RESPONSIBILITIES

7.1 City Information

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

7.2 City Decisions

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.

7.3 Notice of Defect

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 provision of Services.

8. INSURANCE AND DAMAGES

8.1 Indemnity

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

8.2 Survival of Indemnity

The indemnity described in this Agreement 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.

8.3 Contractor's Insurance Policies

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; City's and Contractor's protective liability; blanket contractual employees as additional insureds; broad form property damage; non-owned automobile; contingent employers' liability; broad form loss of use; personal injury; and incidental medical malpractice. The City will be added as additional insured;

- (b) Professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period, and
- (c) Automobile liability insurance on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death, and damage to property.

8.4 Insurance Requirements

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 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.

8.5 Contractor Responsibilities

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

8.6 Additional Insurance

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

8.7 Waiver of Subrogation

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

8.8 Performance Security

The Contractor shall at its sole expense furnish to the City security in the form of an irrevocable letter of credit (the "**Letter of Credit**") in the amount of **\$XXXXX DOLLARS** in the form satisfactory to the City, as a security for the due and faithful performance of this Agreement by the Contractor, to which the following will apply:

- (a) the City may at any time and from time to time draw on the Letter of Credit to carry out the duties obligations and responsibilities of the Contractor under this Agreement if such is not completed to the City's satisfaction in accordance with the terms of this Agreement after a determination has been made in accordance with the terms of this Agreement;
- (b) if the City draws on the Letter of Credit as permitted under subsection (a) then the Contractor will, on 30 days written notice from the City, replace the Letter of Credit with a replacement letter of credit in the same amount as the original Letter of Credit, in which case the replacement letter of credit will become the Letter of Credit;
- (c) the City will not be responsible to pay the Contractor any interest on the Letter of Credit; and
- (d) the City may utilize the Letter of Credit as required to remedy any breach of this Agreement and any damages resulting as a result of said breach of this Agreement by the Contractor, however, such amount will not be considered to be liquidated damages and the Contractor will be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Agreement.

9. TERMINATION

9.1 By the City

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.

9.2 Termination for Cause

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.

If the City terminates this Agreement as provided by this section, then the City may:

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

9.3 Curing Defaults

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.

10. APPLICABLE LAWS, BUILDING CODES AND BYLAWS

10.1 Applicable Laws and City Policies

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

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

10.2 Codes and Bylaws

The Contractor will provide the Goods and Services in full compliance with all applicable laws, City bylaws, electrical codes, and electrical regulations.

10.3 Interpretation of Codes

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws, and regulations applicable to the performance of the Goods and 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.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11.1 No Disclosure

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 performance of the Goods and 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.

11.2 Freedom of Information and Protection of Privacy Act

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

11.3 Return of Property

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

12. WORKERS' COMPENSATION BOARD, OCCUPATIONAL HEALTH AND SAFETY, CODES AND REGULATIONS

- (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants, and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owed 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.
- (b) The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- (c) The Contractor agrees that it is the prime contractor for the Goods and Services for the purposes of the *Workers Compensation Act R.S.B.C. 2019, c.1*. 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 by the Contractor, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

Refer to Schedule D – Prime Contractor Designation – Letter of Understanding for additional information.

The Prime Contractor Designation – Letter of Understanding, attached as Schedule D to this Agreement, forms a part of and is incorporated into this Agreement.

- (d) Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board

assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- (e) The Contractor will ensure compliance with and conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

Refer to Schedule E – Contractor Health & Safety Expectations – Responsibility of Contractor(s) for additional information.

The Contractor Health & Safety Expectations – Responsibility of Contractor(s), attached as Schedule E to this Agreement, forms a part of and is incorporated into this Agreement.

- (f) The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- (g) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.
- (h) The Goods and Services shall be delivered and performed in accordance with the current CSA "Canadian Electrical Code", or as approved by a registered member of Professional Engineers and Geoscientists of British Columbia (EGBC).

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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 14.

(a) Negotiation

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

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 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.

(c) 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.

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 15.1 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.
- 15.2 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.

16. GENERAL

16.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly referred to in this Agreement as being a part of 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 provision of the Goods and Services.

16.2 Amendment

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

16.3 Contractor Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Representatives

The parties will appoint a representative to represent them as follows:

- (a) the Contractor shall appoint a representative ("Contractor Representative") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative,
- (b) the City shall appoint a representative ("Department Representative") who shall have the duty of instituting and maintaining liaison with the Contractor's Representative as to the requirements of this Agreement, plus an alternative

representative to so act in the absence or inability to act of the Department Representative; and

- (c) each party's representative shall have the full power and authority to act on behalf of and to bind such party in all matters relating to this Agreement and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

16.7 Notices

Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

The City:
Attention:

The Contractor:
Attention:

16.8 Unenforceability

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

16.9 Headings

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

16.10 Singular, Plural and Gender

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

16.11 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other

covenant, obligation, or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.12 Signature

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 or PDF email transmission.

16.13 Force Majeure

Each party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder).

For the purposes of this Agreement, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the nonperforming party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

16.14 Enurement

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

IN WITNESS WHEREOF the parties have executed this Agreement.

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[INSERT NAME OF CONTRACTOR]

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE SERVICES

1. SPECIFICATIONS OF GOODS AND SCOPE SERVICES

- 1.1 The Contractor will supply the Goods and perform all Services required to provide Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles City's traffic signals, as described and required by this schedule A and as otherwise expressly required by this Agreement, including:
- (a) **Maintenance of Traffic Signals and Maintenance of Roadway Poles.** Maintenance of Traffic Signals and Maintenance of Roadway Poles includes the provision of all labour, Goods and Services, material, equipment, transportation, and other services to effectively maintain all aspects of the City's traffic signals, streetlights and roadway poles as set out in Schedules A-1 and A-3 (the "**City Infrastructure**").
- (b) **Demand Work:** Demand Work includes the provision of all labour, Goods and Services, material, equipment, supply of/and install of replacement inventory items as set out in Schedule A-2. The Contractor will also be required to respond and perform on Demand repairs as well as emergency repair service calls.
- 1.2 All work is to be completed in accordance with associated codes and specifications in addition to the requirements listed within Schedules A-1 through A-3.
- 1.3 The Contractor is responsible for all pricing and all other arrangements with all subcontractors as required. Contractor is to ensure all personnel have relevant and necessary qualifications, and experience.
- 1.4 The Contractor agrees to accept all traffic signals, streetlights and roadway poles in their present condition. There will be no allowance for any pre-maintenance work.

2. REFERENCES TO CODES AND STANDARDS

- 2.1 All references to codes, standards, and general and technical specifications & requirements referred to in these specifications or used in drawings shall mean and intend to be the edition in effect at the relevant time, which are subject to change throughout the Term. Referenced standards and codes and other requirements shall be considered minimum requirements.
- 2.2 Applicable portions of standards used that are not in conflict with the Agreement documents are hereby made a part of the Specifications.
- 2.3 Modifications or exceptions to the referenced requirement shall be considered as amendments, and unmodified portions shall remain in full effect. In cases of discrepancies between the Specifications and other requirements, the more onerous requirement shall govern.

- 2.4 If requested, the Contractor shall furnish an affidavit from manufacturers certifying that materials used, or products delivered meet the requirements specified. However, such certifications shall not relieve the Contractor from the responsibility of complying with the terms and conditions of the Agreement.
- 2.5 The Contractor shall provide a comprehensive Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles program to minimize the incidence of outages and malfunction; reduce complaints; and the extension of the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles checklist form approved by the City. The Contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet.

SCHEDULE A-1 – MAINTENANCE OF TRAFFIC SIGNALS

1. DESCRIPTION OF SERVICES

The Contractor shall provide a program of Maintenance of Traffic Signals designed to eliminate or reduce deficiencies and extend the useful life of the City Infrastructure.

Work generally consists of:

- (a) all work described in this Schedule A-1;
- (b) tightening mounting hardware and replacing hardware if damaged;
- (c) checking grounding;
- (d) lubricating hinges, locks, latches, and bolts;
- (e) cleaning lenses, reflectors, housings, etc. and replacing if damaged;
- (f) cleaning luminaire enclosures;
- (g) cleaning signs;
- (h) checking Infrastructure for proper alignment and visibility;
- (i) repairing leaks;
- (j) removing rust and painting if rusted;
- (k) checking cable splices;
- (l) replacing air filters;
- (m) documenting maintenance activity; and
- (n) recording deficiencies and damage not immediately repaired.

All other Maintenance of Traffic Signals tasks required by Code with no prescribed frequency shall be completed at intervals not to exceed 12 months.

2. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

2.1 Contractor to Provide Goods and Services for City Infrastructure

The Contractor shall provide Goods and Services for all City Infrastructure listed in Schedule A-4.

The City may, at its sole discretion, eliminate Infrastructure from this Agreement. The Contractor shall be notified of such deletions in writing. Such deleted traffic signal, streetlights and roadway poles shall decrease the invoice at the same unit price as specified in the Agreement.

In the event that there are adjustments to the City Infrastructure between the RFP Closing Time and the Effective Date, the adjustments will be reflected in a 30-day written notice from the City to the Contractor and the City will adjust the monthly cost for Maintenance of Traffic Signals, Goods and Services pursuant to the calculations in Schedule B.

2.2 Contractor to Maintain Records of City Infrastructure

The Contractor will verify the City Infrastructure list that is initially provided to the Contractor by

the City is correct and update the list when City Infrastructure increases or decreases, as appropriate, to start or end, as the case may be, Maintenance of Traffic Signals, Goods and Services in the subsequent contract year.

2.3 Monthly Reporting

No later than the 10th working day following the preceding month, the Contractor will submit monthly reports to the City, in a format acceptable by the City, on the scheduled and the completed Services (unless otherwise identified in this Section 2.3) for the Contractor's activities as follows:

- (a) work identified, scheduled, and completed by the Contractor for Maintenance of Traffic Signals including work activity for each item of City Infrastructure. Details to include date, time, location (address, intersection location, GPS coordinates), Work Order reference number, summary of the work completed to repair deficiencies, and the costs of Goods used;
- (b) an updated list of Goods purchased by the City as set out in Schedule A-5 – List of Goods Purchased by the City; and
- (c) City Infrastructure recommended to be added to or removed from Schedule A-4 – City Infrastructure

2.4 End of Term Reporting

The Contractor shall submit to the City within ten (10) working days from the last day of the Term a summary of the Maintenance of Traffic Signals performed. The summary should provide the following information:

- (a) all matters referenced in Section 2.3; and
- (b) a report of all railway pre-emption and railway advance warning sign systems as jointly tested and inspected with the applicable railway authority.

2.5 Computer Facilities

The Contractor shall make available, at all times, and at its cost, a portable microcomputer that can communicate with the Model 170E controller, ATC Type controller and NEMA TS1 and TS2 controllers, and Internet Protocol (“IP”) enabled devices. The portable microcomputer shall have mobile internet connectivity and be capable of operating ESRI applications including Cityworks, Survey123, Field Maps, and operating Microsoft Office applications including, but not limited to, Excel and other related applications.

2.6 Goods Purchased by the City

The City will supply the Contractor with Goods as detailed in Schedule A-5 – List of Goods Purchased by the City prior to or during the Term and the Contractor will accept it on an “as is” basis and acknowledges that the City has made no representations or warranties with respect to the condition of the Goods.

The Contractor is responsible for storing the Goods purchased by the City, tracking the use of the Goods, and making available an accurate accounting of the list.

The Goods purchased by the City will, at all times, remain the exclusive property of the City and the City may, in its sole discretion, as applicable, transfer ownership of the same, or any part thereof, to the Contractor.

At the expiry or termination of this Agreement, the Contractor will return all Goods purchased by the City to the City which have not been so transferred to the Contractor. The Goods purchased by the City will be returned by the Contractor in the same condition it was given to the Contractor, in working order. If any part of the City Goods is lost or damaged, that product will be replaced by the Contractor with the same product or with a comparable product to the City's satisfaction.

The Contractor may reuse removed or recovered Goods only with the written consent of the City.

2.7 Indoor Storage Facility

The Contractor shall provide a secure, heated, and lighted storage unit under lock and key for Goods purchased by the City. The Contractor shall provide the lock and keys to allow the City unrestricted access to the storage facility.

2.8 Outdoor Covered Storage

The Contractor shall provide secure, outdoor storage with overhead cover sufficient to protect equipment from weather.

2.9 Outdoor Storage

The Contractor shall provide secure, outdoor storage for equipment.

3. ELECTRICAL MAINTENANCE SPECIFICATIONS MAINTENANCE

000 GENERAL

RM-001 REQUIREMENTS APPLICABLE TO ALL SCHEDULE A-1 SPECIFICATIONS

100 SIGNALS

RM-110 TRAFFIC AND PEDESTRIAN SIGNALS

RM-120 FIRE SIGNALS

RM-130 ADVANCE WARNING FLASHERS

RM-140 OVERHEAD FLASHING BEACONS

200 CROSSWALKS

RM-210 SPECIAL CROSSWALKS

RM-220 RECTANGULAR RAPID FLASHING BEACONS

RM-230 SOLAR POWERED CROSSWALKS

300 OVERHEAD SIGNS

RM-310 OVERHEAD SIGNS

500 INTELLIGENT TRANSPORTATION SYSTEMS

RM-510 CLOSED CIRCUIT TELEVISION (CCTV) CAMERAS

RM-520 UNINTERRUPTIBLE POWER SUPPLIES

RM-530 ETHERNET RADIOS

RM-540 BLUETOOTH SENSORS

RM-550 ADVANCED TRAVELLER INFORMATION SYSTEM DYNAMIC MESSAGE
SIGNS

**ELECTRICAL MAINTENANCE SPECIFICATION RM-001
REQUIREMENTS APPLICABLE TO ALL SCHEDULE A-1 SPECIFICATIONS**

1. OBJECTIVE

This specification is of general application and applies to all electrical maintenance specifications in Schedule A-1 regarding the provision of Maintenance of Traffic Signals.

2. PERFORMANCE SPECIFICATIONS

- (a) Maintenance of Traffic Signals must be performed on every item of City Infrastructure, at least once every 12 months.
- (b) This requirement is suspended for streetlight poles, streetlight fixtures, and streetlight electrical service panels.
- (c) The Contractor shall schedule and perform Maintenance of Traffic Signals starting in the 13th month of operation of new Infrastructure.
- (d) Schedule Maintenance of Traffic Signals so that approximately 1/12 of all the City Infrastructure is completed each month.
- (e) All removed and/or replaced components of City Infrastructure including, without limitation, steel, wire, other metals, electronic materials, concrete, lamps, batteries, and plastic are to be disposed of in an environmentally appropriate manner and, if possible, materials will be recycled.
- (f) Whenever more than one Specification, whether in whole or in part, applies to a particular Service, location, condition, circumstance, or activity, the Contractor shall comply with each applicable Specification or part of a Specification, as the case may be.

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ELECTRICAL MAINTENANCE SPECIFICATION RM-110 TRAFFIC AND PEDESTRIAN SIGNALS

1. OBJECTIVE

Traffic and pedestrian signals of all types are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

Traffic/Pedestrian Heads/Signs

- (a) Wash the housing, sun visors and backboards of all traffic and pedestrian heads.
- (b) Clean outer surface of the internally illuminated pedestrian sign. Clean the inner surfaces of the sign as required.
- (c) Wash reflectors and both sides of the lenses for all traffic and pedestrian incandescent displays. Dry and polish all lenses and reflectors. Wash the lenses of all traffic and pedestrian LED displays. Replace all damaged traffic and pedestrian lenses and LED displays. Ensure that the letters, "TOP", embossed on the inside rim of the lenses are at the top when lenses are secured firmly in position.
- (d) Oil and re-tighten all nuts and bolts securing the traffic & pedestrian heads to their mountings. Ensure all mountings are securely fastened to the pole or posts.
- (e) Check structural integrity of primary backboard and safety cable. Check reflective tape on primary backboard and advance warning flashers for proper adhesion.
- (f) Primary traffic head shall be pointed squarely toward the lane(s) of the oncoming traffic. Ensure the traffic head is rigidly fixed in its position.
- (g) For spring cushion traffic signal hangers, inspect the tape or exposed conductors, leading from the davit arm to the hanger. If conductors have evidence of deterioration, unwrap and check to ensure that the insulation and copper wire of the conductor is unbroken. Rewrap the conductors with plastic tape to protect them from UV radiation. Ensure the low end of the loop for these conductors is a minimum of 75 mm below the entry point into the traffic head.
- (h) Secondary and tertiary traffic heads shall be vertical and pointed toward a position 50 meters back of the stop bar of the oncoming lane(s). They shall be firmly secured to the side arm bracket to retain their direction.
- (i) Pedestrian heads shall be vertical and pointed toward the centre of the curb return for the relevant crosswalk corner of the intersection.
- (j) Check that the conductors to the sockets are not twisted or the insulation broken by the successive rotation of the lamp socket. Untwist and/or tape the conductors where required.
- (k) Inspect LED display units for burnt out LED's. Replace the entire unit if any LEDs are found to be defective.

- (l) Wipe clean the window of the Opticom emergency pre-emption receiver. Confirm proper alignment of the receiver. Confirm proper operation of the receiver per the manufacturer's specifications.

Poles and Posts

- (a) Report any pole that is out of vertical alignment. Ensure all bolt and nut connections are adequately tightened, including the pole base anchor bolt nuts.
- (b) Check for cracks at flange welds. Report weld-cracks immediately to the City for rehabilitation consideration.
- (c) Inspect the condition of the concrete pole base for cracks, spalling, or other defects. Record defects immediately to the City for rehabilitation consideration.
- (d) Ensure all hand-hole covers are adequately tightened (and install if missing).
- (e) Report any observable hazard relating to the pole's structural integrity or its proximity to electrical utility overhead lines, immediately to the City. In addition, wherever overhead wiring/cables screen primary traffic heads from the oncoming traffic, report this condition to the City.
- (f) Ensure drain holes are functioning.

Junction Boxes

- (a) Inspect the outer surfaces of all splices for evidence of heat damage.
- (b) Ensure all splices are sealed with an electrical waterproof sealant.
- (c) Ensure conductors are labeled and properly bundled.
- (d) Check all neutral and bonding splices to ensure the condition of the wire's unbroken continuity and connection. Re-splice, wrap and seal the connection where required. If wires need replacement, advise the City for rehabilitation consideration.
- (e) Remove all the dirt and debris from around the conduit openings and from the floor of the junction box. Clean around the top of the junction box so that the lid fits properly and is not a tripping hazard.
- (f) Report any junction boxes that are not at grade and are tripping hazards to the City for rehabilitation consideration. The maximum allowable variation is 10 mm.
- (g) Report any junction boxes found inside the roadway or catch basin (excessive water) and report to the City.

Traffic Signal Detection

- (a) Check all loops to ensure that they are properly sealed.
- (b) Report any broken loops to the City for further direction.
- (c) Check all other detection equipment including video detection.
- (d) All testing equipment shall be provided by the Contractor.

Pedestrian Push Buttons and Signs

- (a) Where pedestrian push button signs/plates are missing or damaged, a new aluminum sign shall be installed in place of decals or current aluminum signs.
- (b) Test to ensure the push buttons are operating satisfactorily. If a push button fails to actuate the pedestrian signal, replace the push button mechanism.

Electrical Service Enclosure

- (a) Ensure the main ground/bond terminal is connected to the main neutral terminal, and repair as necessary.
- (b) Ensure the ground/bond conductor is a min. #8 conductor and has continuity to the ground rod connector, and repair as necessary.
- (c) Ensure the connections between the ground rod, connector and ground/bond conductor are tight and clean, and repair as necessary.
- (d) Ensure the main and all branch power connections at the branch circuit breakers and all branch neutrals at the neutral bus are tight and clean, and repair as necessary.
- (e) Ensure all installed main and branch circuit breakers operate as required.
- (f) Report if the service cabinet shows any rust stains or marks that are not removable.

Traffic Control Cabinet

- (a) Vacuum the interior of the cabinet. Wipe interior surfaces to remove grit and dust. Wipe dry to eliminate moisture, grease, and corrosive elements.
- (b) Replace the filter in the cabinet door. Ensure proper fit to prevent dust, grit, and corrosive particles from entering the cabinet.
- (c) Check the cabinet exterior for corrosion, damage, etc. If the outer surface of the cabinet or the cabinet anti-graffiti wrap is scratched and/or is vandalized with graffiti, notify the City. Spot paint minor damage, and report to the City if major repainting/re-wrapping is required.
- (d) Check to ensure that the fan and heater are working properly. The fan and heater (if applicable), thermostats shall be set at 25 degrees C for the fan and 7 degrees C for the heater. Replace if necessary.
- (e) Inspect all electrical terminals at the input and output file mechanical connection.
- (f) Oil the hinges, lock, handle, and linkage to the door's bolt assembly. Ensure the cabinet's doors open and close smoothly on completion of this work, and repair as necessary. Spray the external padlock cylinders with lubricant. Replace any missing or damaged padlocks with City supplied padlocks.
- (g) Check the traffic controllers D.C. power supply for poor connections, overheating, and the correct voltage input and output. The input shall be 120 volts A.C., and the output shall be 24 volts D.C.
- (h) Complete a test of the conflict monitor unit, malfunction monitoring unit, or cabinet monitor unit, as applicable, at traffic signals and pedestrian signals.
- (i) Replace any conflict monitor unit, malfunction monitoring unit, or cabinet monitor unit, as applicable, that fails testing and notify the City.

- (j) Record the conflict monitor unit, malfunction monitoring unit, or cabinet monitor unit, as applicable, model, and serial number, date, and time the conflict monitor test was completed, and who performed the test.
- (k) Ensure the loop detectors, pedestrian DC isolators, Opticom discriminator module, and flashers are functioning properly. Replace any component that is malfunctioning. Advise the City of the make and model of the malfunctioning component.
- (l) Check the switch pack indicator lights for proper operational sequencing and the correlation of signal displays with the indicator light.
- (m) Install duct seal, where missing, on all conduits entering the base of controller cabinets.

Intelligent Transportation Systems

- (a) Complete all requirements set out in the applicable electrical maintenance specification for each item of Intelligent Transportation Systems equipment located at the traffic signal or pedestrian signal for:
 - (i) RM-510 CLOSED CIRCUIT TELEVISION (CCTV) CAMERAS;
 - (ii) RM-520 UNINTERRUPTIBLE POWER SUPPLIES;
 - (iii) RM-530 ETHERNET RADIOS; and
 - (iv) RM-540 BLUETOOTH SENSORS.

Joint Railway and Road Authority Inspections

- (a) Contact the railway authority and arrange to jointly test in the field the operation of any railway pre-emption or railway advance warning sign system, including but not limited to signal timing sequences, at every railway crossing.
- (b) Immediately advise the railway authority, and the City if the traffic signal pre-emption system at a railway crossing is not functioning in accordance with its Design, City Standards, and manufacturer's specifications and make the necessary repairs.

Semi-annual Inspection

- (a) Complete semi-annual inspections at every traffic signal and pedestrian signal, six (6) months after completing scheduled annual maintenance;
- (b) Inspect and confirm the traffic signal is operating as designed;
- (c) Confirm the traffic signal controller is operating its correct configuration program;
- (d) Confirm no part of the traffic signal Infrastructure is damaged;
- (e) Confirm all pedestrian push buttons are operational;
- (f) Confirm all vehicle detectors are operational;
- (g) Confirm all light sources are operational without deficiencies;
- (h) Confirm all Infrastructure is structurally sound;
- (i) Confirm all traffic signal displays and poles are properly aligned;
- (j) Confirm the Uninterruptible Power Supply is operational;
- (k) Repair deficiencies; and
- (l) Report the condition to the City.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-120
FIRE SIGNALS**

1. OBJECTIVE

Fire signals are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

- (a) meet on Site with Surrey Fire Services staff to confirm operation.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-130
ADVANCED WARNING FLASHERS**

1. OBJECTIVE

Advanced warning flashers are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

- (a) ensure the bolts on the supporting sign hanger are adequately tightened. Inspect the linkages on the hanger supporting the sign. Replace or repair worn or corroded components in the hanger or bracket assembly. Clean the face of the sign.
- (b) inspect the support connections between the hanger and the sign assembly. If stress cracks or failure in the bolts or sign body are apparent, report to the City and make the necessary repairs;
- (c) report to the City any illuminated signs (non-LED);
- (d) check the operation of illuminated signs by turning the override street lighting system on and observing the results. If the results indicate a malfunction, make the necessary repairs; and
- (e) confirm the operations of the advanced warning flasher lights interconnected with the appropriate traffic signal controller phase.

ELECTRICAL MAINTENANCE SPECIFICATION RM-140 OVERHEAD FLASHING BEACONS

1. OBJECTIVE

Overhead flashing beacons are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

Flashing Beacon

- (a) Replace any non-LED flashing beacons with Contractor supplied LED modules;
- (b) Wash the lenses of all LED displays;
- (c) Oil and re-tighten all nuts and bolts securing the flashing beacons to their mountings. Ensure all mountings are securely fastened to the pole or posts; and
- (d) Flashing beacons shall be pointed squarely toward the lane(s) of the oncoming traffic. Ensure the flashing beacon is rigidly fixed in its position.

Poles and Posts

- (a) Report any pole that is out of vertical alignment. Ensure all bolt and nut connections are adequately tightened, including the pole base anchor bolt nuts;
- (b) Check all neutral and bonding splices to ensure the condition of the wire's unbroken continuity and connection. Re-splice, wrap and seal the connection where required. If wires need replacement, advise the City;
- (c) Check for cracks at flange welds. Report weld-cracks immediately to the City;
- (d) Inspect the condition of the concrete pole base for cracks, spalling, or other defects. Record defects immediately to the City;
- (e) Ensure all hand-hole covers are adequately tightened (and install if missing);
- (f) Report any observable hazard relating to the pole's structural integrity or its proximity to electrical utility overhead lines, immediately to the City. In addition, wherever overhead wiring/cables screen primary traffic heads from the oncoming traffic, report this condition to the City; and
- (g) Ensure drain holes are functioning.

Junction Boxes

- (a) Inspect the outer surfaces of all splices for evidence of heat damage;
- (b) Ensure all splices are sealed with an electrical waterproof sealant;
- (c) Ensure conductors are labeled and properly bundled;
- (d) Remove all the dirt and debris from around the conduit openings and from the floor of the junction box. Clean around the top of the junction box so that the lid fits properly and is not a tripping hazard;

- (e) Report any junction boxes that are not at grade and are tripping hazards. Maximum allowable variation is \pm 10 mm; and
- (f) Report any junction boxes found inside the roadway or catch basin (excessive water) and report to the City.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-210
SPECIAL CROSSWALKS**

1. OBJECTIVE

Pedestrian activated special crosswalk signs are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

- (a) Ensure the bolts on the supporting sign hanger are adequately tightened. Inspect the linkages on the hanger supporting the sign. Replace or repair worn or corroded components in the hanger or bracket assembly. Clean the face of the sign.
- (b) Inspect the support connections between the hanger and the sign assembly. If stress cracks or failure in the bolts or sign body are apparent, report to the City immediately and make the necessary repairs.
- (c) For overhead illuminated signs (non-LED), replace the light sources with the same high intensity, low temperature start, fluorescent tubes. Wash the interior of the sign frame, both sides of the message plate, and lens cover.
- (d) Check the operation of the sign by turning the override street lighting system on and observing the results. If the results indicate a malfunction, make the necessary repairs.
- (e) Check the operation of the push buttons and make the necessary repairs.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-220
SHOULDER FLASHING BEACON CROSSWALKS**

1. OBJECTIVE

Shoulder flashing beacon crosswalks are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

Flashing Beacons

- (a) Replace any non-LED flashing beacons with Contractor supplied LED modules;
- (b) Wash the lenses of all LED displays;
- (c) Oil and re-tighten all nuts and bolts securing the flashing beacons to their mountings. Ensure all mountings are securely fastened to the pole or posts; and
- (d) Flashing beacons shall be pointed squarely toward the lane(s) of the oncoming traffic. Ensure the flashing beacon is rigidly fixed in its position.

Poles and Posts

- (a) Report any pole that is out of vertical alignment. Ensure all bolt and nut connections are adequately tightened, including the pole base anchor bolt nuts;
- (b) Check for cracks at flange welds. Report weld-cracks immediately to the City;
- (c) Check the operation of the push buttons and make the necessary repairs;
- (d) Check all neutral and bonding splices to ensure the condition of the wire's unbroken continuity and connection. Re-splice, wrap and seal the connection where required. If wires need replacement, advise the City for rehabilitation consideration;
- (e) Inspect the condition of the concrete pole base for cracks, spalling, or other defects. Record defects immediately to the City for rehabilitation consideration;
- (f) Ensure all hand-hole covers are adequately tightened (and install if missing);
- (g) Report any observable hazard relating to the pole's structural integrity or its proximity to electrical utility overhead lines, immediately to the City. Wherever overhead wiring/cables screen primary traffic heads from the oncoming traffic, report this condition to the City; and
- (h) Ensure drain holes are functioning.

Junction Boxes

- (a) Inspect the outer surfaces of all splices for evidence of heat damage;
- (b) Ensure all splices are sealed with an electrical waterproof sealant;
- (c) Ensure conductors are labeled and properly bundled;

- (d) Remove all the dirt and debris from around the conduit openings and from the floor of the junction box. Clean around the top of the junction box so that the lid fits properly and is not a tripping hazard;
- (e) Report any junction boxes that are not at grade and are tripping hazards to the City for rehabilitation consideration. Maximum allowable variation is ± 10 mm; and
- (f) Report any junction boxes found inside the roadway or catch basin (excessive water) and report to the City.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-230
SOLAR POWERED CROSSWALKS**

1. OBJECTIVE

Pedestrian activated solar powered crosswalks are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specifications RM-001 and RM-220, perform the following:

- (a) test batteries and replace when their capacity falls below 80% of the rated 20-hour capacity;
- (b) replace any battery with electrolyte leakage;
- (c) clean terminals of any corrosion;
- (d) torque terminal fasteners to manufacturer's specification;
- (e) clean solar panels;
- (f) confirm operation of the solar charge controller as per manufacturer's specifications and ensure charging parameters are correct for the type, make, and model of battery;
- (g) confirm cable splices are sound and environmentally protected; and
- (h) check the operation of the push buttons and make repairs as necessary.

ELECTRICAL MAINTENANCE SPECIFICATION RM-310 OVERHEAD SIGNS

1. OBJECTIVE

Overhead signs are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

- (a) Ensure the bolts on the supporting sign hanger are adequately tightened. Inspect the linkages on the hanger supporting the sign. Replace or repair worn or corroded components in the hanger or bracket assembly. Clean the face of the sign.
- (b) Inspect the support connections between the hanger and the sign assembly. Repair if stress cracks or failure in the bolts or sign body are apparent.
- (c) For overhead illuminated signs (non-LED), replace the light sources with the same high intensity, low temperature start, fluorescent tubes. Wash the interior of the sign frame, both sides of the message plate, and lens cover.
- (d) Check the operation of the sign lighting by turning the override street lighting system on and observing the results. If the results indicate a malfunction, make the necessary repairs.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-510
CLOSED CIRCUIT TELEVISION (“CCTV”) CAMERAS**

1. OBJECTIVE

Closed circuit television (“CCTV”) cameras are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

CCTV Camera Mounting

- (a) Review the condition of the CCTV mounting bracket (astro bracket, etc.) and ensure the mounting bracket is adequately fastened to the mount (traffic signal or streetlight pole or pole arm)
- (b) Review the condition of the CCTV camera housing to mounting bracket structural connections and ensure the CCTV camera housing is adequately fastened to the mounting bracket.
- (c) Confirm the CCTV Camera’s “line of sight” to ensure that no physical obstructions affect its performance. Report any potential obstructions to the City.
- (d) DO NOT ALTER THE ALIGNMENT/VIEWING ANGLE OF THE CAMERA unless directed by the City. If camera is clearly vertically misaligned, correct it, and contact City for further instructions.

CCTV Camera Exterior

- (a) Review the condition of the CCTV Camera housing to ensure the housing has no visible cracks or signs of structural failure.
- (b) Clean the CCTV camera housing and lens dome exterior.

CCTV Camera Interior

- (a) Review the condition of the CCTV Camera wiring connections (power supply and Ethernet Cat-5/6 cable) and ensure all connections are tight and functional.
- (b) Clean the CCTV Camera housing and lens dome interior. Report any interior lens dome moisture or insect infestation to the City. Clean the CCTV Camera optical lens.

ELECTRICAL MAINTENANCE SPECIFICATION RM-520 UNINTERRUPTIBLE POWER SUPPLIES

1. OBJECTIVE

Uninterruptible power supplies (UPS) are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

UPS Operation

- (a) Check if the UPS is in fault, alarm, or running the load from battery power (electrical utility failure). Report any of these conditions to the City.
- (b) Record both the input voltage (VAC) and the output voltage (VAC) at the electrical utility input and load output terminals respectively of the UPS transfer switch. If available on the UPS unit, record the number of times the UPS has been in backup mode and the total time running in backup mode. Record all values in the condition assessment report. Reset these values to 0.
- (c) Visually inspect the batteries and record their string voltage from the test points provided on the UPS unit. Voltages more than 4 volts DC less than the indicated string voltage on the UPS may mean there is a battery problem. Report suspected battery problems to the City.
- (d) Refer to the UPS documentation and initiate a UPS 'self-test'. Check that all loads are powered and are not adversely affected when the UPS goes to battery backup and then back to electrical utility (AC) power.
- (e) Simulate an AC electrical utility failure by opening the contacts on the main AC breaker in service panel. Ensure UPS system functions and recovers properly.
- (f) Test batteries and replace if their capacity falls below 80% of their 20-hour rated capacity.

UPS Cabinet Exterior

- (a) Remove any build-up of sand, soil, debris, or vegetation from around the controller cabinet.
- (b) Ensure the cabinet door can be fully opened and that line of sight can be maintained with the signal display at the intersection. Check the cabinet exterior for corrosion, damage, etc. Spot paint minor damage, and report to the City if major repainting/re-wrapping is required.
- (c) Check that the cabinet is mounted securely and that the door and locking mechanism operate easily and correctly.
- (d) Lubricate the locks and hinges.
- (e) Ensure all gaskets are intact and free of damage.

UPS Cabinet Interior

- (a) Vacuum and clean the interior of the cabinet. Use a lint-free cloth moistened with a non-flammable solvent to clean electrical components. For the cabinet interior,

wipe down the surface with a lint-free cloth moistened with a mild detergent/water solution.

- (b) Replace any cabinet air filters. Ensure proper fit to prevent dust, grit, and corrosive particles from entering the cabinet.
- (c) Check the cabinet seal between the cabinet and the concrete pedestal ensuring no water is encroaching into the cabinet. Reseal as required.
- (d) Ensure the conduits entering the pedestal are properly sealed with duct seal.
- (e) Check the cabinet wiring connections for tightness, wire grouping and proper labelling. Ensure the environmental circuits to the traffic signal cabinet are (bypassed) excluded during UPS operation.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-530
ETHERNET RADIOS**

1. OBJECTIVE

Ethernet radios are to operate and function without deficiencies.

2. DETAILED PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

Ethernet Radio Mounting

- (a) Review the condition of the ethernet radio mounting bracket (astro bracket, etc.) and ensure the mounting bracket is adequately fastened to the mount (traffic signal or streetlight pole or pole arm)
- (b) Review the condition of the Ethernet radio to mounting bracket structural connections and ensure the Ethernet radio is adequately fastened to the mounting bracket.
- (c) Review “line of sight” of the panel antenna to ensure that no physical obstructions affect the performance of the antenna. Report any potential obstructions to the City.
- (d) DO NOT ALTER THE ALIGNMENT ANGLE OF THE ETHERNET RADIO PANEL ANTENNA unless directed by the City. If radio is clearly vertically misaligned, correct it, and contact City for further instructions.

Ethernet Radio Wiring

- (a) Review the condition of the ethernet radio wiring connections (power supply and Ethernet Cat-5/6 cable) and ensure all connections are tight and functional.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-540
BLUETOOTH SENSORS**

1. OBJECTIVE

Bluetooth sensors are to operate and function without deficiencies.

2. DETAILED PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

Bluetooth Sensor Mounting

- (a) Review the condition of the Bluetooth sensor mounting bracket and ensure the mounting bracket is adequately fastened to the mount (traffic signal or streetlight pole or pole arm).

Bluetooth Sensor Wiring

- (a) Review the condition of the Bluetooth sensor wiring connections (power supply and Ethernet Cat-5/6 cable) and ensure all connections are tight and functional.

**ELECTRICAL MAINTENANCE SPECIFICATION RM-550
ADVANCED TRAVELLER INFORMATION SYSTEM DYNAMIC MESSAGE SIGN
MAINTENANCE**

1. OBJECTIVE

The City's Advanced Traveller Information System ("ATIS") is operational and functions without deficiencies.

2. DETAILED PERFORMANCE SPECIFICATIONS

In addition to Maintenance of Traffic Signals as stated in Electrical Maintenance Specification RM-001, the Contractor must perform the following:

DMS Operation

- (a) Check the operation of the sign and if applicable, check the logbook for the sign for any previously reported deficiencies;
- (b) Ensure the sign is not damaged or showing signs of deterioration
- (c) Ensure all enclosures are watertight and bonded properly; and
- (d) Ensure cabinet breakers, conduit, wiring, and electronic equipment is not damaged or showing signs of deterioration.

Structure

- (a) Inspect the mounting structure for corrosion, excessive vibrations, loose bolts, and overall stability; and
- (b) Check the connections of the earth ground wires, if accessible.

Display Cabinet Exterior

- (a) Remove any build-up of sand, debris, or vegetation from around the controller cabinet;
- (b) Ensure the cabinet door can be fully opened and that line of sight can be maintained with the signal display at the intersection;
- (c) Check the cabinet exterior for corrosion, damage, graffiti, etc. Spot paint minor spots, report major repainting or rewrapping required;
- (d) Check that the cabinet is mounted securely and that the door and locking mechanism operate easily and correctly;
- (e) Ensure all hinges and locks are lubricated and operate correctly; and
- (f) Ensure all gaskets are intact and free of damage.

Display Cabinet Interior

- (a) Vacuum and clean the interior of the cabinet, carefully. Use a lint-free cloth moistened with a non-flammable solvent to clean electrical components. For the cabinet interior, wipe down the surface with a lint-free cloth moistened with a mild detergent/water solution;
- (b) Check the cabinet seal between the cabinet and the concrete pedestal ensuring no water is encroaching into the cabinet. Reseal as required;

- (c) Seal any leaks that have developed with a silicone sealant or another suitable sealer;
- (d) Ensure the conduits entering the pedestal are properly sealed with Styrofoam or Duxseal;
- (e) Check the cabinet connections for tightness, grouping and proper labeling;
- (f) Check all terminal screws and terminal blocks to ensure they are secure;
- (g) Check the cabinet fan, heat strip and light are all working properly and that thermostats are set at 25 degrees C for the fan and 7.2 degrees C for the heat strip, repair as required; and
- (h) Check and clean the filters. If required, change all cabinet air filters.

Vanguard Field Controller

- (a) Ensure all connectors are secure and the cables are not damaged in any way;
- (b) Test functionality by checking the VFC operation; and
- (c) Coordinate and schedule with the City to provide field support for firmware or software system updates.

SCHEDULE A-2 – DEMAND WORK

1. STANDING OFFER

The City will order Demand Work solely on an “as and when required” basis at any time, and from time to time, during the Term by issuing a Work Order to the Contractor. The Contractor agrees to provide the quantity of Goods and Services ordered in each Work Order, on the terms and conditions of this Agreement.

Nothing herein contained guarantees the City will request or purchase a minimum quantity of Goods and Services. The aggregate quantity of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to the Contractor if Demand Work is not ordered. The Contractor acknowledges and agrees that this Agreement does not guarantee the City will purchase any Demand Work from the Contractor. All Work Orders, including the timing of the Work Order and the quantity of the Goods and Services required are at the sole and absolute discretion of the City and may be subject to approval by other parties and subject to applicable budget and financing approvals.

2. DESCRIPTION OF DEMAND WORK

The Demand Work includes without limitation the supply and delivery of material, the provision of skilled labour, Goods and Services and equipment.

Demand Work generally consists of:

- (a) provision of twenty-four (24) hours per day emergency corrective maintenance and emergency repairs of traffic signal equipment, pedestrian activated crosswalks, flashing beacons, lighted signs, electronic dynamic message signs, and Intelligent Transportation Systems equipment;
- (b) provision of scheduled corrective maintenance and repairs of Infrastructure;
- (c) final electrical terminations required to energize new and modified traffic signal equipment at existing traffic signals, including any streetlights connected to the traffic signals’ electrical service panel;
- (d) commissioning of all traffic signals and pedestrian activated crosswalk facilities on City roadways including new traffic signals, modification to existing traffic signals, and replacement of traffic controllers;
- (e) installation of replacement cabinets and internal equipment at existing traffic signals;
- (f) supply and installation of left turn arrow operation at traffic signals;
- (g) supply and installation of wiring;
- (h) supply and installation of uninterruptible power supplies, complete with cabinets, at existing traffic signals;
- (i) supply and installation of conduit, concrete bases, vaults, and concrete or plastic junction boxes;

- (j) supply and installation of streetlight poles, signal poles, sign poles, extension arms, flashing beacons, signal displays and backboards, traffic controllers and service equipment;
- (k) supply and installation of traffic signal displays, pedestrian displays, countdown timer displays, pedestrian push buttons, bicycle push buttons, accessible pedestrian signal systems, etc.;
- (l) removal and disposal of concrete and asphalt;
- (m) supply and installation of detector loops for traffic signals;
- (n) installation of concrete sidewalks, concrete curbs, traffic and median islands and asphalt concrete pavement for electrical work;
- (o) removal and disposal of existing electrical equipment;
- (p) supply, installation, programming, and configuration of electrical equipment, sensors, traffic signal pre-emption equipment, video detection equipment, Closed Circuit Television (“CCTV”) cameras, ethernet radios, speed reader boards, and changeable message signs, etc.;
- (q) drilling and pushing;
- (r) inspection of third party electrical installations;
- (s) installation of printed, protective electrical equipment cabinet wraps; and
- (t) miscellaneous electrical work and professional services as, if and when required;

3. SCOPE OF DEMAND WORK

3.1 Work Orders

The City will request Demand Work of the Contractor by telephone, email, in person, and by digital applications as approved by the City. The Contractor will consider such service requests as a Work Order to provide Goods and Services and will deliver the Goods and Services pursuant to the terms of this Agreement.

When the Contractor receives service requests from the City by means other than the digital applications approved by the City, the Contractor will enter the applicable details of the service requests into that application(s) including the location, the caller contact information, the service requested, and other relevant information.

3.2 Disaster Support

The Contractor shall be available to provide the Demand Work set out in Schedule A-2 during natural or man-made disasters, as directed by the City.

3.3 Approved Design or Plan

The Contractor will not commence work pursuant to a Work Order for Services involving new installations or modifications until the City delivers to the Contractor a design that is sealed by a professional engineer (P.Eng.) or a plan as approved by the City to proceed.

3.4 Testing Goods Purchased by the City

The City will direct the Contractor to test the Goods and document the outcomes, according to industry best practices, to assure the City that the Goods operate acceptably and safely prior to their in-service installation and commissioning. Goods include, but are not limited to:

- (a) traffic signal controllers;
- (b) traffic signal cabinets and their components; and
- (c) cabinet monitor units (also known as conflict monitor and malfunction monitoring unit).

3.5 Testing Goods Purchased by Third Parties on Behalf of the City

The City may direct Goods purchased by third parties on behalf of the City to be delivered to the Contractor by third parties for testing and to be retrieved by third parties after testing is complete. The Contractor shall be available to receive and make available Goods for pick up by third parties during normal business operating hours.

The Contractor shall document the condition of the Goods received and shall make available the Goods in the same condition as they were delivered to the Contractor. If any part of the Goods is lost or damaged while in the care of the Contractor, that product will be replaced by the Contractor with the same product or with a comparable product to the City's satisfaction.

3.6 Delays

Where the completion of Services has been delayed because of a delay to the supply of Goods or a delay caused by a utility company, another municipality, an agent acting on behalf of the Province of British Columbia, or other third party, the City will either grant the Contractor a time extension or terminate the Work Order and hire another contractor to perform or complete the Services.

3.7 Monthly Reporting

No later than the 10th working day following the preceding month, the Contractor will submit monthly reports to the City, in a format acceptable by the City, on the scheduled and the completed Services for the Contractor's activities as follows:

- (a) work identified, scheduled, and completed by the Contractor for Goods and Services including work activity for each electrical maintenance Specification included in Schedule A-2. Details to include date, location, Work Order reference number, costs of Goods used, and summary of the labour and equipment use, and a summary of work completed to repair the deficiency for Demand Work;
- (b) summaries of Demand Work itemized according to the Work Order as appropriate and identified as to work location (address, intersection location, GPS coordinates);
- (c) a statement of account for:
 - (i) the cost inclusive of all labour, equipment, and Goods for the repair of damage to Infrastructure. Details shall include date, location, Work Order

- reference number, summary of the work completed, the cause of damage (motor vehicle collision, theft, vandalism, extreme weather events, acts by a third party, etc.);
- (ii) the replacement of all LED signal head light sources. Details shall include date, location, Work Order reference number, manufacturer/brand, model number, specific signal head type, size, and colour;
- (iii) the replacement of all UPS inverters and batteries. Details shall include date, location, Work Order reference number, manufacturer/brand, model number, quantity of batteries; and
- (iv) the cost inclusive of all labour, equipment, and Goods for Demand Work. Details shall include cost, date, location, Work Order reference number, and summary of the work completed to repair the deficiency.
- (d) an updated list of Goods purchased by the City as listed in Schedule A-5 – List of Goods Purchased by the City; and
- (e) Infrastructure to be added to or removed from Schedule A-4 – City Infrastructure.

3.8 End of Term Reporting

The Contractor shall submit to the City within ten (10) working days from the last day of the Term of all traffic signal system and streetlight repairs and emergency call outs made. The summary should provide the following information:

- (a) All matters referenced in Section 3.7;
- (b) Date and Time, name of City contact and phone number;
- (c) Location by intersection/location and numbers as available;
- (d) Nature of the deficiency, if any found, and a description of corrective action taken by the Contractor, etc.; and
- (e) a summary of warranty work and items replaced under warranty (including, but not limited to, such items as LED signal head light sources, LED streetlight fixture components, UPS units and batteries, traffic signal controllers, etc.).

4. ELECTRICAL MAINTENANCE SPECIFICATIONS DEMAND WORK

000 GENERAL

DW-005 REQUIREMENTS APPLICABLE TO ALL SCHEDULE A-2 SPECIFICATIONS

100 SIGNALS

DW-115 TRAFFIC AND PEDESTRIAN SIGNALS

DW-125 FIRE SIGNALS

DW-135 ADVANCE WARNING FLASHERS

DW-145 OVERHEAD FLASHING BEACONS

200 CROSSWALKS

DW-215 SPECIAL CROSSWALKS

DW-225 RECTANGULAR RAPID FLASHING BEACONS

DW-235 SOLAR POWERED CROSSWALKS

300 OVERHEAD SIGNS

DW-315 OVERHEAD SIGNS

400 STREETLIGHTS

DW-415 STREETLIGHT FIXTURES

500 INTELLIGENT TRANSPORTATION SYSTEMS

DW-515 CLOSED CIRCUIT TELEVISION (CCTV) CAMERAS

DW-525 UNINTERRUPTIBLE POWER SUPPLIES

DW-535 ETHERNET RADIOS

DW-545 BLUETOOTH SENSORS

DW-555 ADVANCED TRAVELLER INFORMATION SYSTEM DYNAMIC MESSAGE SIGNS

600 PROCEDURES

DW-615 DAMAGE TO CITY PROPERTY RESPONSE

DW-625 TRAFFIC CONTROL EQUIPMENT DISPOSAL

**ELECTRICAL MAINTENANCE SPECIFICATION DW-005
REQUIREMENTS APPLICABLE TO ALL SCHEDULE A-2 - SPECIFICATIONS**

1. OBJECTIVE

This specification is of general application and applies to all electrical maintenance specifications in Schedule A-2 regarding the provision of Goods and performance of Services.

2. PERFORMANCE SPECIFICATIONS

The Contractor must:

- (a) Perform emergency Demand Work to repair or replace City Infrastructure that constitutes, or has the potential to constitute, a risk to public safety, or cause a traffic disruption, or is not structurally or operationally sound and proceed diligently with the work until completed. In the case of a traffic disruption that occurs during working hours, notify Traffic Management Centre Staff with a summary of the traffic disruption and with any changes to the traffic disruption by telephone to number 604-592-2636.

The Contractor shall be at the Site within one (1) hour.

- (b) Perform Demand Work for any condition of an item of City Infrastructure that is not otherwise addressed in the Specifications but creates or has the potential to create issues or problems for its operation or functioning, or to address any condition of an item of City Infrastructure which the City has directed the Contractor to address.

The Contractor shall complete the Demand Work within 30 days, unless otherwise agreed in writing by the City.

- (c) If the City Infrastructure is vandalized with graffiti, advise the City. Graffiti removal and painting of the cabinet is not part of Demand Work and will be arranged for by the City;
- (d) Document all activities related to electrical maintenance of the City Infrastructure including but not limited to Infrastructure inspections, testing, complaints received, responses made, and any changes made to the City Infrastructure in a timely manner, to the City's satisfaction, using a City approved technology; and
- (e) Whenever more than one Specification, whether in whole or in part, applies to a particular Service, location, condition, circumstance, or activity, the Contractor shall comply with each applicable Specification or part of a Specification, as the case may be.

3. GOODS

- (a) All removed and/or replaced components of City Infrastructure including, without limitation, steel, wire, other metals, electronic materials, concrete, lamps, batteries, and plastic are to be disposed of in an environmentally appropriate manner and, if possible, materials will be recycled.

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**ELECTRICAL MAINTENANCE SPECIFICATION DW-115
TRAFFIC AND PEDESTRIAN SIGNALS**

1. OBJECTIVE

Traffic and pedestrian signals of all types are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to electrical maintenance Specification DW-005, the Contractor must:

- (a) repair or replace traffic and pedestrian signals and their components, except in-pavement detection loops, with deficiencies; and
- (b) replace signal head lights fixtures where 20% or more of the light sources are failing to illuminate or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-125
FIRE SIGNALS**

1. OBJECTIVE

Fire signals are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to electrical maintenance Specification DW-005, the Contractor must:

- (a) repair or replace fire signals and their components with deficiencies; and
- (b) replace all signal head lights when 20%, or more, of the light sources for that LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-135
ADVANCED WARNING FLASHERS**

1. OBJECTIVE

Advanced warning flashers are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to electrical maintenance Specification DW-005, the Contractor must:

- (a) repair or replace advanced warning flashers and their components with deficiencies; and
- (b) replace all advance warning flasher lights when 20%, or more, of the light sources for that LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-145
OVERHEAD FLASHING BEACONS**

1. OBJECTIVE

Overhead flashing beacons are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to electrical maintenance Specification DW-005, the Contractor must:

- (a) repair or replace overhead flashing beacons and their components with deficiencies; and
- (b) replace all overhead flashing beacon lights when 20%, or more, of the light sources for that LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-215
SPECIAL CROSSWALKS**

1. OBJECTIVE

Pedestrian activated special crosswalk signs are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace special crosswalks and their components with deficiencies.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-225
SHOULDER FLASHING BEACON CROSSWALKS**

1. OBJECTIVE

Shoulder flashing beacon crosswalks are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace shoulder flashing crosswalk beacons and their components with deficiencies; and
- (b) replace all shoulder flashing beacon lights when 20%, or more, of the light sources for that LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-235
SOLAR POWERED CROSSWALKS**

1. OBJECTIVE

Pedestrian activated solar powered crosswalks are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specifications DW-005 and DW-225, the Contractor must:

- (a) repair or replace solar power unit components with deficiencies.

The Contractor shall complete the Demand Work within 7 days.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-315
OVERHEAD SIGNS**

1. OBJECTIVE

Overhead signs are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace overhead signs and their components with deficiencies; and
- (b) replace all overhead sign lights when 20%, or more, of the light sources for that LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications.

The Contractor shall complete the Demand Work within 24 hours.

ELECTRICAL MAINTENANCE SPECIFICATION DW-415 STREETLIGHT FIXTURES

1. OBJECTIVE

Streetlights are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

The Contractor must:

- (a) perform Demand Work to repair or replace streetlighting system components that constitute, or have the potential to constitute, a risk to public safety, or cause a traffic disruption, or is not structurally or operationally sound and proceed diligently with the work until completed;
- (b) perform emergency Demand Work to repair or replace LED streetlight fixtures or their components when 20%, or more, of the light sources for each LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications impacting:
 - (i) 50% or more of the streetlights at an intersection, or on a roadway between intersections; or,
 - (ii) any streetlight directly over, or within 20 m of, a marked pedestrian crossing; or,
 - (iii) 3 or more adjacent streetlights; or,
 - (iv) an entire streetlight system outage serviced by a common electrical power source.

The Contractor shall start Demand Work the same workday that the deficient streetlighting system was reported.

The Contractor shall complete the Demand Work by the end of the next workday.

- (c) perform emergency Demand Work to repair or replace non-LED streetlight fixtures or their components failing to illuminate, or are not illuminating to the manufacturer's specifications impacting:
 - (i) 50% or more of the streetlights at an intersection, or on a roadway between intersections; or,
 - (ii) any streetlight directly over, or within 20 m of, a marked pedestrian crossing; or,
 - (iii) 3 or more adjacent streetlights; or,
 - (iv) an entire streetlight system outage serviced by a common electrical power source.

The Contractor shall start Demand Work the same workday that the deficient streetlighting system was reported.

The Contractor shall complete the Demand Work by the end of the next workday.

- (d) repair or replace LED streetlight fixtures or their components when 20%, or more, of the light sources for each LED fixture are failing to illuminate, or are not illuminating to the manufacturer's specifications impacting:
 - (i) less than 50% of the streetlights at an intersection, or on a roadway between intersections, or areas of continuous lighting; or,
 - (ii) 2 adjacent streetlights;
 - (iii) a single streetlight; or
 - (iv) all other LED streetlight system deficiencies.

The Contractor shall complete the Demand Work within 14 days;

- (e) repair or replace non-LED streetlight fixtures or their components failing to illuminate, or are not illuminating to the manufacturer's specifications impacting:
 - (i) less than 50% of the streetlights at an intersection, or on a roadway between intersections, or areas of continuous lighting; or,
 - (ii) 2 adjacent streetlights;
 - (iii) a single streetlight; or
 - (iv) all other LED streetlight system deficiencies.

The Contractor shall complete the Demand Work within 14 days;

- (f) if no problems are observed in response to a streetlight Demand Work call, the streetlight system is to be turned on at the service cabinet overriding the photo-electric cell. The Contractor shall leave the Site and shall return the following day. If no problems are observed on the second visit, the override switch shall be set to automatic operation and advise the City that no problems were observed;
- (g) every streetlight pole is identified by a number. Where these numbers are missing from the pole worked on, the Contractor shall replace these missing numbers. The adhesive backed numbers shall be supplied by the City;
- (h) document the make, model, location, and installation date of newly installed or replacement LED streetlight fixtures; and
- (i) document all activities related to the delivery of Goods and Services of the City's Infrastructure including but not limited to field inspections, testing, complaints received, responses made, and any changes made to the City Infrastructure in a timely manner, to the City's satisfaction, using a City approved technology.

3. GOODS

- (a) The City will reimburse the Contractor for the cost of the new or replacement LED streetlight fixture Goods or provide the Goods to the Contractor at the City's cost for Demand Work the following (model number and driver output as specified by the City):

- (i) LRL Roadway Lighting, NXT-24S Series, 350mA, 450mA, 525mA, 600mA, 700mA selectable drive currents;
 - (ii) LRL Roadway Lighting, NXT-36S Series, 350mA, 450mA, 525mA, 600mA, 700mA selectable drive currents;
 - (iii) LRL Roadway Lighting, NXT-48M Series, 350mA, 450mA, 525mA, 600mA, 700mA selectable drive currents;
 - (iv) LRL Roadway Lighting, NXT-60M Series, 350mA, 450mA, 525mA, 600mA, 700mA selectable drive currents;
 - (v) LRL Roadway Lighting, NXT-72M Series, 350mA, 450mA, 525mA, 600mA, 700mA selectable drive currents;
 - (vi) American Electric AutoBahn ATB2 80 series (as specified by the City);
 - (vii) American Electric AutoBahn AVPCL2 series (as specified by the City);
 - (viii) Lumca CP8401 series (as specified by the City);
 - (ix) Lumca CPG0401 series (as specified by the City); and
 - (x) other decorative fixtures.
- (b) The Contractor shall supply any other necessary LED streetlight fixture components including the LED module or LED variable current driver, at the Contractor's cost, as required for Demand Work of LED streetlight fixtures.
- (c) The Contractor shall supply any necessary non-LED Goods, including photocells and replacement lamps as follows, at the Contractor's cost, as required for Demand Work of non-LED streetlight fixtures:
- (i) 100-Watt High Pressure Sodium ("HPS");
 - (ii) 150-Watt HPS;
 - (iii) 200-Watt HPS;
 - (iv) 250-Watt HPS;
 - (v) 400-Watt HPS;
 - (vi) 150-Watt Metal Halide ("MH");
 - (vii) 250-Watt MH;
 - (viii) 400-Watt MH; and
 - (ix) 200-Watt Mercury Vapour ("MV").

**ELECTRICAL MAINTENANCE SPECIFICATION DW-515
CLOSED CIRCUIT TELEVISION (“CCTV”) CAMERAS**

1. OBJECTIVE

Closed circuit television (“CCTV”) cameras are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace CCTV cameras and their components with deficiencies.

The Contractor shall complete the Demand Work within 7 days.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-525
UNINTERRUPTIBLE POWER SUPPLIES**

1. OBJECTIVE

Uninterruptible power supplies (UPS) are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace UPS and their components with deficiencies.

The Contractor shall complete the Demand Work within 14 days.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-535
ETHERNET RADIOS**

1. OBJECTIVE

Ethernet radios are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace UPS Ethernet radio and their components with deficiencies.

The Contractor shall complete the Demand Work within 24 hours.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-545
BLUETOOTH SENSORS**

1. OBJECTIVE

Bluetooth sensors are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) repair or replace Bluetooth sensors and their components with deficiencies.

The Contractor shall complete the Demand Work within 7 days.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-555
ADVANCED TRAVELLER INFORMATION SYSTEM DYNAMIC MESSAGE SIGNS**

1. OBJECTIVE

The City's Advanced Traveller Information System (ATIS) is operational and functions without deficiencies.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

(a) repair or replace ATIS electrical components with deficiencies, including but not limited to the following systems:

(i) power distribution systems (from the point of attachment to the power authority).

The Contractor shall complete the Demand Work for this item within 48 hours.

(ii) camera and video systems (including network devices, associated fibre optic cable, and supporting communications equipment).

The Contractor shall complete the Demand Work for this item within 7 days.

(iii) Advanced traffic controller systems and associated components.

The Contractor shall complete the Demand Work for this item within 7 days.

(iv) Vehicle detection systems (including Bluetooth sensors).

The Contractor shall complete the Demand Work for this item within 7 days.

(v) Fibre optic equipment up to and including termination, path panel, and connection within the associated cabinet.

The Contractor shall complete the Demand Work for this item within 7 days.

ELECTRICAL MAINTENANCE SPECIFICATION DW-615 DAMAGE TO CITY PROPERTY RESPONSE

1. OBJECTIVE

To prevent, remedy and protect road users from risks to public safety and traffic disruptions resulting from, damage to Infrastructure.

Incidents include but are not limited to:

- (a) motor vehicle collisions;
- (b) vandalism;
- (c) theft;
- (d) extreme weather conditions;
- (e) acts of a third party;
- (f) natural disasters; and
- (g) man-made disasters.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) immediately notify the City;
- (b) immediately make the Site safe and correct deficiencies that create a Risk to Public Safety;
- (c) immediately install a fully actuated traffic signal cabinet and/or controller to re-establish traffic signal operations where traffic signal operation has been damaged by incidents and/or vandalism and creates a Risk to Public Safety;
- (d) repair damage to Infrastructure in accordance with the appropriate electrical maintenance specification;
- (e) for motor vehicle collisions;
 - (i) document relevant information and photograph all Infrastructure damaged by a motor vehicle collision;
 - (ii) store any traffic control cabinet and internal components in a secure location sheltered from environmental exposure pursuant to Section 2.8 of Schedule A-1 and make it available for examination by ICBC for 2 years, unless otherwise directed by the City;
 - (iii) notify the City when the 2-year storage period has elapsed to;
 - (iii.i) extend the storage period; or,
 - (iii.ii) dispose of the equipment in an environmentally responsible manner approved by the City; and
- (f) submit to the City one separate invoice identified as repair for damage to Infrastructure for each incident, theft, or vandalism occurrence with supporting photographs, documentation, and records.

**ELECTRICAL MAINTENANCE SPECIFICATION DW-625
TRAFFIC CONTROL EQUIPMENT DISPOSAL**

1. OBJECTIVE

Traffic control and other electronic controller equipment removed from the field is accounted for, stored, and disposed of in a manner approved by the City.

2. PERFORMANCE SPECIFICATIONS

In addition to Electrical Maintenance Specification DW-005, the Contractor must:

- (a) disable any controller whose cabinet has been subjected to impact or any other mechanical stress, and:
 - (i) remove the cabinet and internal components from the Site;
 - (ii) label the equipment to identify that it has sustained damage and is not to be re-deployed;
- (b) dispose of the equipment in an environmentally acceptable manner approved by the City; and
- (c) provide accurate electrical equipment disposal reports to the City within 30 days of disposal.

SCHEDULE A-3 – MAINTENANCE OF ROADWAY POLES

1. DESCRIPTION OF GOODS AND SERVICES

The Contractor will perform Maintenance of Roadway Poles and electrical service enclosures and provide without limitation all labour, Goods and Services, equipment, and materials to perform roadway pole inspection, electrical service maintenance, pole painting, and tree trimming and do all things strictly in accordance with the Specifications.

Work generally consists of:

- (a) streetlight pole inspection;
- (b) roadway pole painting;
- (c) electrical service enclosure maintenance; and
- (d) streetlight tree trimming.

2. SCOPE OF GOODS AND SERVICES

2.1 Maintenance of Roadway Poles

The City shall provide to the Contractor pole locations and electrical service enclosures that are due for Maintenance of Roadway Poles, during the calendar year, by March 31 of each year for the term of the Agreement.

The Contractor shall start the Services within thirty (30) days of the City providing those locations to the Contractor.

3. ELECTRICAL MAINTENANCE SPECIFICATIONS ROADWAY POLES AND ELECTRICAL SERVICE ENCLOSURES

400 STREETLIGHTS

PM-430	POLE INSPECTION
PM-431	TREE TRIMMING
PM-432	ELECTRICAL SERVICE ENCLOSURES
PM-433	POLE PAINTING

-End of Page-

**ELECTRICAL MAINTENANCE SPECIFICATION PM-430
POLE INSPECTION**

1. OBJECTIVE

Roadway poles are structurally sound and safe.

2. PERFORMANCE SPECIFICATIONS

The Contractor shall:

- (a) complete a condition assessment of the pole in a format acceptable to the City;
- (b) check for cracks or excessive rust at base of pole and report all cracks, holes, excessive rust, or any deficiency that presents a risk to public immediately to the City;
- (c) ensure the vertical alignment of the pole between the concrete base and the flange plate of the pole;
- (d) inspect all bolt and nut connections to the anchor rods;
- (e) correct pole numbering where required;
- (f) report roadway pole asset data errors and omissions to the City;
- (g) inspect terminal block connections and splices, located within the hand hole;
- (h) inspect and clean fuse block clips and inline fuse holders of dirt and oxidation build up;
- (i) oil hand hole cover bolt and clamp, and adequately tighten hand-hole cover firmly into place;
- (j) replace any missing components (e.g., nut covers, hand hole covers), from the streetlighting system;
- (k) remove any soil build up and vegetation from around the base of the pole;
- (l) identify streetlights and poles that require tree trimming and report to the City; and
- (m) ensure all drain holes are functioning.

**ELECTRICAL MAINTENANCE SPECIFICATION PM-431
TREE TRIMMING**

1. OBJECTIVE

Streetlights are unobstructed and operate without deficiencies.

2. PERFORMANCE SPECIFICATIONS

The Contractor shall:

- (a) trim and cut back trees, branches, and other foliage that obstructs roadway lighting and traffic signal displays; and
- (b) dispose of organic material in an environmentally responsible manner offsite.

**ELECTRICAL MAINTENANCE SPECIFICATION PM-432
ELECTRICAL SERVICE ENCLOSURES**

1. OBJECTIVE

Electrical service enclosures are to operate and function without deficiencies.

2. PERFORMANCE SPECIFICATIONS

The Contractor shall:

- (a) vacuum the electrical service enclosure;
- (b) wipe down the electrical service enclosure of all residual dust, dirt, and rust;
- (c) check voltage differences, under full load, between input and output terminal connections of both contactor circuits. This difference in voltage must approach zero. If not, replace the contactor; and
 - (i) check the contact surfaces of the contactor; if less than 70% of the contact surfaces of the contactor are burned or pitted, service the contact surfaces to ensure good conductivity; or,
 - (ii) if more than 70% of the contact surfaces of the contactor are burned or pitted, or if contactor chatters or fails to snap closed, replace the contactor;
- (d) install duct seal on all conduit entering the base of each streetlight;
- (e) seal the contact surfaces of any streetlight pole and the electrical service enclosure to prevent water intrusion into the enclosure;
- (f) seal the perimeter of the electrical service enclosure at its interface with the concrete base.

**ELECTRICAL MAINTENANCE SPECIFICATION PM-433
POLE PAINTING**

1. OBJECTIVE

Roadway poles are protected from corrosion, structurally sound, and safe.

2. PERFORMANCE SPECIFICATIONS

The Contractor shall:

- (a) visually inspect for excessive peeling of paint and report deficiencies to the City;
- (b) ensure all signs, banners, fixtures, and other attachments are in good condition and covered or protected from the re-painting process;
- (c) confirm the paint colour provided by the City;
- (d) perform the Services when the temperature of the air, surface, and material is minimum 4.5°C and maximum 38°C and the air temperature is at least 2.8°C above dew point and the maximum relative humidity is 85% and according to the applicable manufacturer specifications, whichever is more restrictive;
- (e) expose all buried or covered pole surfaces by removing shrubs, trees, soil, and other obstructions;
- (f) thoroughly clean the pole from peeling paint, corrosion, loose rust, bills, adhesives, dirt, debris, and other foreign material;
- (g) prepare the pole surface and apply the coatings according to the manufacturers' specifications for the applicable product;
- (h) protect City property, private property, and the environment from paint, overspray, debris, products, and materials used;
- (i) apply the prime coats, as required, using Sherwin Williams COROTHANE I MIO-ALUMINUM;
 - (i) the prime coat product specifications can be found at <https://www.paintdocs.com/docs/webPDF.jsp?SITEID=SWPCGPROT&doctype=PDS&prodno=035777472880&lang=2>;
- (j) apply the required topcoats using Sherwin Williams KEM KROMIK 150;
 - (i) the topcoat product specifications can be found at <https://www.paintdocs.com/docs/webPDF.jsp?SITEID=SWPCGPROT&doctype=PDS&prodno=035777868706&lang=2>;
- (k) dispose of paint, debris, and foreign material cleaned from the pole in an environmentally responsible manner;
- (l) replace any missing streetlight pole numbers between 1.8 m and 2.1 m above the pole base and shall be on the side of the pole facing the street; and
- (m) the Goods are also to be considered as part of this schedule.

-End of Page-

SCHEDULE A-4 – CITY INFRASTRUCTURE

Infrastructure List – 2024

INFRASTRUCTURE TYPE	QUANTITY
Traffic Signals	385 ¹
Pedestrian Signals	76
Fire Signals	11
Advanced Warning Flasher Signs	26 ²
Overhead Flashing Beacons	5
Pedestrian Actuated Special Crosswalks	54
Rapid Flashing Beacons	46
Solar Powered Rapid Flashing Beacons	40
Overhead Signs	16
CCTV Cameras	560
Uninterruptible Power Supply	320
Ethernet Radios	700
Bluetooth sensors	55
Overhead Dynamic Message Signs	3
HPS streetlight fixtures	16,000
LED streetlight fixtures	17,000
Roadway poles	72,000

¹ Eight (8) traffic signals are interconnected with railway grade crossing pre-emption

² The total number of signs

SCHEDULE A-5 – LIST OF GOODS PURCHASED BY THE CITY

(Inventory List – 2023)

The following is a list of Goods that are typically purchased by the City. The Contractor shall confirm with the City if the Goods are available for the Services prior to purchasing the same.

Goods	QTY
212 CMU	36
352 Cabinet	18
332 Cabinet	1
UPS Cabinet	0
337 Cabinet	0
170E Timing Unit	8
UPS Batteries	24
Alpha FXM-1100	14
Axis Fisheye Camera (Small)	5
Axis Fisheye Camera (Large)	0
Dual Radio 5.8	0
Emergency pre-emption (Opticom) receiver and discriminator	0
Accessible pedestrian signal (“APS”) equipment	0
Bluetooth sensor	0
Cabinet test display (16 channel)	2
LED streetlight fixture	0
Streetlight pole (9.14 m)	0
Miscellaneous equipment replacement parts	varied quantities

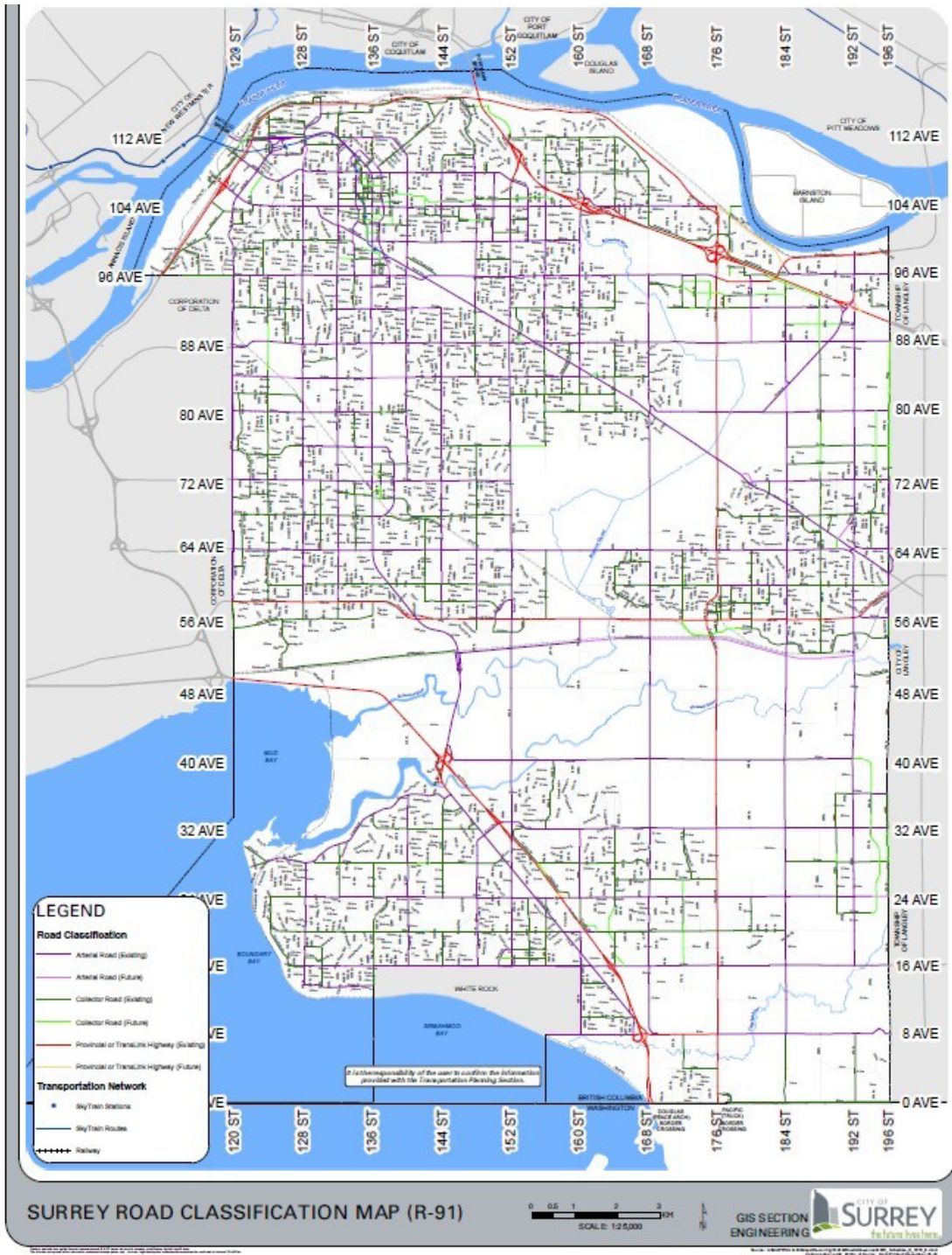
SCHEDULE A-6 - LIST OF APPROVED MATERIALS AND PRODUCTS

This Schedule identifies the City's list of approved products and materials, and applicable restrictions or specifications, in addition to the City's Supplementary Master Municipal Construction Documents, which are to be read in conjunction with, and superseding, products specified within the Master Municipal Contract Documents ("MMCD") Master Specifications. Alternates to the products in this Schedule require written approval from the City.

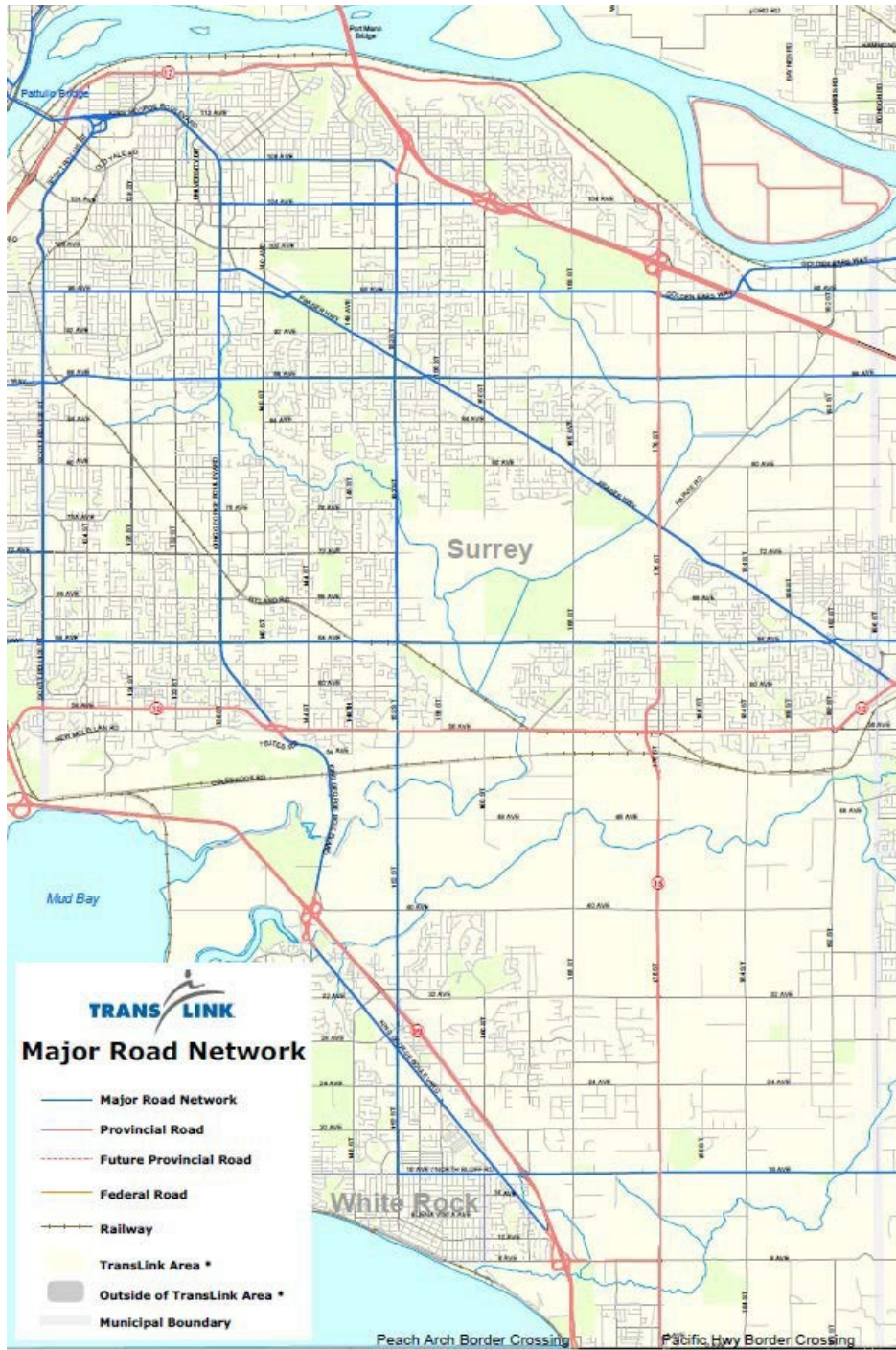
If a product or material becomes discontinued during the Term of this Agreement, the City will supply the Contractor an approved alternate specification in writing.

MMCD Section	Product	Approved Material / Type	Approved Product/ Manufacturer	Restrictions/Additional Specifications
Section 33 41 13 Traffic Signals				
2.0	Cabinets	Traffic Control Cabinet	ATC ATC	Model 352 Model 356
		ITS Cabinet	NEMA	Model 3R
		Cabinet Monitor Unit	ATC	Model 2212-HV
		Input Power Supply	ATC	Model 2202-HV
		Cabinet Power Supply	ATC	Model 2216-24-HV
2.0	Controllers	Signals	Siemens	2070LX ATC
		Special Crosswalk	Novax	PXO-II
		Fire Hall Signal	Novax	ELA515
2.0	Intelligent Transportation Systems	Wireless Ethernet Radio	Encom	E-Lite Series
		Network Switch	Fortinet	Model 124E Model 124F
		Bluetooth Sensor	Iteris	BlueTOAD Spectra

SCHEDULE A-7 - ROAD CLASSIFICATION



SCHEDULE A-8 - MAJOR ROAD NETWORK ("MRN")



SCHEDULE B – PROPOSAL EXTRACTS

[Note: To be inserted and adapted from the details provided in the Contractor's responses in Attachment 2 to the RFP, as negotiated between the parties and agreed to by the City]

SCHEDULE C - KEY PERSONNEL AND SUBCONTRACTORS

[Note: To be inserted and adapted from the details provided in the Contractor's responses in Attachment 2 to the RFP, as negotiated between the parties and agreed to by the City]

**SCHEDULE D - PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 *In this section:*

“**multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time:

“**prime contractor**” means, in relation to a multiple-employer workplace,

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the “owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-030-2023-032

Project Title: Maintenance of Traffic Signals, Demand Work and Maintenance of Roadway Poles, at Surrey, British Columbia.

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____
Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

SCHEDULE E - CONTRACTOR HEALTH AND SAFETY EXPECTATIONS RESPONSIBILITY OF CONTRACTOR(S)

RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employer and contractor's responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WorkSafeBC Occupational Health and Safety Regulation and to all provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements but does not relieve the contractor from complying with all applicable local and provincial laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors.

6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement to the coordinator.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or their designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey. You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- know and comply with WorkSafeBC regulations
- follow established safe work procedures
- immediately report any work-related injury to his/her supervisor; and to the city representative
- not remain on the work site while his/her ability to work is in any way impaired
- report unsafe acts and conditions to their supervisor
- correct unsafe conditions immediately whenever it is possible to do so
- take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your acts or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees, or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
14. Housekeeping (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a. Aisles are to be kept clear at all times.
 - b. Individual work areas are to be kept clean and tidy. All materials, tools, products and equipment are to be kept in their designated areas.
 - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - d. Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. Fire Prevention:
 - a. Become familiar with surroundings and emergency exit.
 - b. Ensure aisles and exits are not blocked at any time.
 - c. Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):
 - a. Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.

- b. Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c. Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d. The Operator must check all safety devices on equipment before operation.
 - e. All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f. Radio/I-pod Headphones are not allowed to be worn during regular work operations.
 - g. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h. All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i. Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city. BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (ie. AC pipe), Lead (ie. paint) or Silica (i.e.. concrete) containing products.

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to provincial, and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

ATTACHMENT 2 - FORM OF PROPOSAL

Title: MAINTENANCE OF TRAFFIC SIGNALS, DEMAND WORK, AND MAINTENANCE OF ROADWAY POLES

RFP Reference No.: 1220-030-2023-032

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to providing the Goods and performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

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

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

4.0 I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act* (British Columbia)

with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this _____ day of _____, 2023.

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX 1 – STATEMENT OF DEPARTURES

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

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

Please State Reason for the Departure(s):

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services:**
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [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 Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

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

Please State Reason for the Departure(s):

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

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

Please State Reason for the Departure(s):

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Appendix 1 will not form part of the Contract 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.

APPENDIX 2 - PROPONENT’S EXPERIENCE, REPUTATION AND RESOURCES

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Relevant Experience and References – List relevant experience and client references that demonstrate the Proponent’s experience in the last five (5) years. Attach additional sheets as required.

Project Reference One:			
Client / Company Name			
Representative for the Client		Phone No.:	
		Email Address:	
Location of the work:			
Nature / Scope of work:			
Estimated Contract Dollar Value:			
Date and Length of Contract:			

Project Reference Two:			
Client / Company Name			
Representative for the Client		Phone No.:	
		Email Address:	
Location of the work:			
Nature / Scope of work:			
Estimated Contract Dollar Value:			
Date and Length of Contract:			

Project Reference Three:			
Client / Company Name			
Representative for the Client		Phone No.:	
		Email Address:	
Location of the work:			
Nature / Scope of work:			
Estimated Contract Dollar Value:			
Date and Length of Contract:			

- (iii) **Key Personnel:** Identify all key personnel, their alternates, and their proposed position (e.g., project manager, site superintendent, safety coordinator, foreman, etc.) for providing the Services under this RFP. Additionally, the representative who will be assigned to the City as a single point of contact for operational issues should be identified:

Personnel	Position Description	Years' Experience

- (iv) Proponent's equipment servicing resources, capability, and capacity, as relevant;
- (v) **Subcontractors.** Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Legal Name of Sub Contract Company: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone Number: _____

Business Fax Number: _____

Business Email Address: _____

Description of the Services to be provided:

Past Project Experience with Subcontractor:

Estimate of Annual Cost Allocation to this Sub-contract:

APPENDIX 3 – PROPONENT’S TECHNICAL PROPOSAL (SERVICES)

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

(i) a narrative that illustrates an understanding of the City’s requirements for Goods and Services;

(ii) each Proponent should provide their methodology for how they plan to undertake in providing the Goods and performing the Services including specifications and requirements a narrative that illustrates how the Proponent will complete the scope of Services as outlined in the RFP;

(iii) Equipment: Please identify the type of equipment and a brief description of the equipment to be used to perform the Services within this RFP:

Equipment	

(iv) a description of the standards to be met by the Proponent in providing the Goods and Services;

(v) describe your capability and capacity in providing emergency service during normal business hours and/or non-business hours;

(vi) describe how the Proponent would undertake the tasks defined in this RFP and satisfy its obligations, duties and responsibilities for the project;

(vii) describe the process on maintaining the maintenance logs for the different City Goods at the various sites. Please include a sample of the maintenance log that the Proponent intends to use to provide all the information required;

(viii) describe the Proponent’s organization structure for the project and the relationships between all functions in the organization including the proposed interface with the project team. Identify the professionals who will be directly responsible for signing-off and accepting relevant liabilities for each part of the project; and

(ix) describe your warranty offered in detail including but not limited to, warranty coverage, warranty term, extended warranty options, procedures for warranty claiming and anything related to warranty.

APPENDIX 4 – PROPONENT’S FINANCIAL PROPOSAL

Indicate the Proponent’s proposed fee (excluding applicable sales taxes), use the spaces provided and/or attach additional pages, if necessary.

PRICE SUMMARY SHEET

Line Item	Description	Amount
A.	Table 1 – Maintenance of Traffic Signals Pricing Estimated Total Price Maintenance of Traffic Signals	\$ _____
B.	Table 2 – Maintenance of Roadway Poles Estimated Total Price for Maintenance of Roadway Poles Pricing	\$ _____
C.	Sub Total Goods and Services (A+B):	\$ _____

Applicable Taxes Extra.

PRICING

1. Currency. All prices are expressed in Canadian dollars.
2. Pricing. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing but shown as a separate line item when invoiced. The City may increase or decrease quantities without affecting the unit prices shown.
3. Payment Terms. 30 days following receipt of the Goods and Services to which the payment relates, or receipt of an invoice by Accounts Payable, whichever is later.

1. MAINTENANCE OF TRAFFIC SIGNALS

Table 1: Maintenance of Traffic Signals Pricing

Line Item	Description	Estimated Quantity	Unit Price (\$)	Estimated Annual Amount (\$)
1.1	Traffic Signal	385	\$	\$
1.2	Pedestrian Signal	76	\$	\$
1.3	Fire Signal	11	\$	\$
1.4	Advanced Warning Flasher Sign	26 ¹	\$	\$
1.5	Overhead Flashing Beacon	5	\$	\$
1.6	Pedestrian Actuated Special Crosswalk	54	\$	\$
1.7	Rapid Flashing Beacon	46	\$	\$
1.8	Solar Powered Rapid Flashing Beacon	40	\$	\$
1.9	Overhead Sign	16	\$	\$
1.10	CCTV Camera ²	10	\$	\$
1.11	Ethernet Radio ³	10	\$	\$
1.12	Overhead Dynamic Message Signs	3	\$	\$
Estimated Total Price Maintenance of Traffic Signals (excluding GST):				\$

(carry this amount forward to the price summary sheet above)

¹ The number of individual signs

² Standalone CCTV camera

³ Standalone ethernet radio

For greater certainty, the estimated total price for Maintenance of Traffic Signals shall be full compensation for Maintenance of Traffic Signals, as set out in Appendix A-1, including, without limitation;

- (a) all costs of the Contractor to receive and store Goods Purchased by the City;
- (b) to provide the City with the updated list of Goods Purchased by the City;
- (c) the costs of the Contractor to mobilize to the Site;
- (d) while performing Maintenance of Traffic Signals, and the Contractor determines that corrective repairs are necessary:
 - (i) the costs incurred by the Contractor for the first 2 hours of all labour and equipment, calculated when the Contractor's first personnel or equipment begins corrective repairs;
 - (ii) the first \$200.00 (excluding applicable taxes), for Goods purchased by the Contractor required to complete corrective repairs; and
 - (iii) the costs of the Contractor for Services to complete repairs longer than 2 hours and costs of Goods greater than \$200.00 (excluding applicable taxes) will be paid by the City when invoiced for Demand Work;

- (e) all costs of the Contractor to inspect removed or recovered Infrastructure from the Site, to inform the City on the condition of the Infrastructure, to restock the Infrastructure as directed by the City, and dispose of Infrastructure that is not to be reused, in an environmentally responsible manner;
- (f) time to document, prepare, and assemble reports and information about the Goods and Services described in this Agreement;
- (g) time for meetings, phone calls, discussions, and communications relating to the Goods and Services described in this Agreement; and
- (h) time for meetings with the City to diagnose, troubleshoot, and discuss options to repair any deficiency.

2. MAINTENANCE OF ROADWAY POLES

Table 2: Maintenance of Roadway Poles Pricing

Line Item	Service	Estimated Annual Quantity	Unit	Rate* (\$)	Estimated Annual Amount (\$)
2.1	Supply everything including buffer truck, labour, Goods, and equipment to carry out pole inspection maintenance, as described in Electrical Maintenance Specification PM-430	1,000	each	\$	\$
2.2	Supply everything excluding buffer truck, labour, Goods, and equipment to carry out pole inspection maintenance, as described in Electrical Maintenance Specification PM-430	3,000	each	\$	\$
2.3	Supply everything including buffer truck, labour, Goods, and equipment to complete trim trimming at one pole as described in Electrical Maintenance Specification PM-431	1,500	hour	\$	\$
2.4	Supply everything including labour, Goods, and equipment to carry out electrical service enclosure maintenance as described in Electrical Maintenance Specification PM-432	500	each	\$	\$
2.5	Supply everything including buffer truck, labour, Goods, and equipment to carry out pole painting maintenance on a streetlight pole up to 9.14 m tall as described in Electrical Maintenance Specification PM-433	1,400	each	\$	\$
2.6	Supply everything including buffer truck, labour, Goods, and equipment to carry out pole painting maintenance on a streetlight pole over 9.14 m tall as described in Electrical Maintenance Specification PM-433	100	each	\$	\$
2.7	Supply everything including buffer truck, labour, Goods, and equipment to carry out pole painting maintenance on a traffic	12	each	\$	\$

	signal pole up without a mast arm as described in Electrical Maintenance Specification PM-433				
2.8	Supply everything including buffer truck, labour, Goods, and equipment to carry out pole painting maintenance on a traffic signal pole with a mast arm as described in Electrical Maintenance Specification PM-433	12	each	\$	\$
Estimated Total Price for Maintenance of Roadway Poles Services:					\$

(carry this amount forward to Table 6 in the price summary sheet above)

* Where the unit is an "hour", the time measurement for payment, for line item 2.3 tree trimming, shall be calculated as follows:

- (a) a minimum of two hours shall be charged, if the time for completing a Work Order is two hours or less;
- (b) the time to the next nearest one-half (1/2) hour shall be charged, if the time for completing a Work Order is more than two (2) hours. For example, provision of Services for a Work Order lasting 2 hours and 14 minutes, the Contractor shall invoice for 2 hours and for a Work Order lasting 2 hours and 15 minutes, the Contractor shall invoice for 2.5 hours;
- (c) no payment will be made for travel time to and from each Site; and
- (d) all Services provided will be paid at straight time (no overtime rates are applicable).

3. DEMAND WORK

Table 3: Force Account Labour and Equipment Rates

Proponent should provide force account labour and equipment rates for all labour and equipment categories that will be involved in performing the Services. The force account labour and equipment rates will remain firm for the Term of the Agreement and will be used by the City for the purpose of evaluating and valuing changes to the Goods and Services in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, operator, fuel, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

Line Item	Service (Equipment and Labour Rates)	Estimated Annual Quantity	Unit	Rate*
3.1	Electrician with bucket truck	5,810	hour	\$
3.2	Electrician with bucket truck (reach over 35 ft.)	25	hour	\$
3.3	Labourer with Pick-up Truck	630	hour	\$
3.4	Labourer Only	880	hour	\$
3.5	Labourer with Bucket Truck	60	hour	\$
3.6	Operator and Dump Truck	550	hour	\$
3.7	Operator with Crane Truck	1025	hour	\$

3.8	Specialty Truck, equipment and crew, including jackhammer, compressor, concrete saw, and compactor.	850	hour	\$
3.9	Operator and Buffer Truck	1,500	hour	\$
3.10	Flag Person	550	hour	\$
3.11	Operator and Skid Steer	10	hour	\$
3.12	Electrical Engineer	20	hour	\$
3.13	Engineering Technologist	50	hour	\$
3.14	Replace or install a vehicle actuated 1.8 m round detector loop and tune it	100	each	\$
3.15	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for a non-LED streetlight fixture on an existing pole up to 9.14 m tall (excluding the cost of the LED fixture)	2000	each	\$
3.16	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for an additional non-LED streetlight fixture, sharing the same power source, during one (1) Work Order dispatch on an existing pole up to 9.14 m tall (excluding the cost of the LED fixture)	200	each	\$
3.17	Supply everything including labour, equipment, and Goods to perform Demand Work for a non-LED streetlight fixture on an existing pole over 9.14 m tall (excluding the cost of the LED fixture)	200	each	\$
3.18	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for an additional non-LED streetlight fixture, sharing the same power source, during one (1) Work Order dispatch on an existing pole over 9.14 m tall (excluding the cost of the LED fixture)	20	each	\$
3.19	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for an LED streetlight fixture on an existing pole up to 9.14 m tall (excluding the cost of the LED fixture)	200	each	\$
3.20	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for an additional LED streetlight fixture, sharing the same power source, during one (1) Work Order dispatch on an existing pole up to 9.14 m tall (excluding the cost of the LED fixture)	10	each	\$
3.21	Supply everything including labour, equipment, and Goods to perform Demand Work for an LED streetlight fixture on an existing pole over 9.14 m	100	each	\$

	tall (excluding the cost of the LED fixture)			
3.22	Supply everything including buffer truck, labour, equipment, and Goods to perform Demand Work for an additional LED streetlight fixture, sharing the same power source, during one (1) Work Order dispatch on an existing pole over 9.14 m tall (excluding the cost of the LED fixture)	5	each	\$
3.23	Supply everything including buffer truck, labour, Goods, and equipment for electrical service panel Demand Work (excluding a full replacement)	70	each	\$
Other (Please State):				

* Where the unit is an "hour", the time measurement for payment shall be calculated as follows:

- (a) a minimum of two hours shall be charged, if the time for completing a Work Order is two hours or less;
- (b) the time to the next nearest one-half (1/2) hour shall be charged, if the time for completing a Work Order is more than two (2) hours. For example, provision of Services for a Work Order lasting 2 hours and 14 minutes, the Contractor shall invoice for 2 hours and for a Work Order lasting 2 hours and 15 minutes, the Contractor shall invoice for 2.5 hours;
- (c) no payment will be made for travel time to and from each Site; and
- (d) all Services provided will be paid at straight time (no overtime rates are applicable).

Table 4: Cost Plus Markup for Payment for Goods

If the need arises for the purchase of Goods by the Contractor, for the purpose of repairs, replacement or modification of any of the components of the City Infrastructure, and the City approves the Contractor to complete these repairs, replacement or modifications, the Contractor will invoice the City for the cost of the Goods plus the markup percentage provided below. The Contractor must include the invoice for any Goods invoiced to the Contractor.

The Contractor shall invoice for the actual costs incurred by the Contractor for Goods supplied in the performance of the applicable item of work (which includes all freight and express charges, and all other costs incurred by the Contractor to supply the Goods delivered and used to perform the applicable item of work, at the Site, including all taxes) or the market price for the Goods purchased by the Contractor as evidenced by 3 quotes.

The costs for Goods shall not include pricing for Goods incurred by the Contractor in connection with or under subcontracts.

<p>Contractor should state the markup, as a percentage, on Goods purchased from outside sources:</p> <p>i) under \$ _____</p> <p>ii) over \$ _____</p> <p>Note: Copies of invoices to be included with Contractor's invoice.</p>	<p>_____ % markup</p> <p>_____ % markup</p>
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