



REQUEST FOR QUOTATIONS

Title: Pavement Markings

Reference No.: 1220-040-2020-020

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
Issue Date: January 29, 2020

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. ADDRESS FOR DELIVERY	3
3. DATE	3
4. INQUIRIES.....	4
5. ADDENDA.....	4
6. NO CONTRACT	4
7. ACCEPTANCE.....	4
8. CONTRACTOR'S EXPENSES	4
9. CONTRACTOR'S QUALIFICATIONS	5
10. CONFLICT OF INTEREST	5
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS	5
12. CONFIDENTIALITY	5
13. SIGNATURE	5
14. BRAND NAMES.....	6
ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT	7
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	24
SCHEDULE B – QUOTATION	32

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

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

Name: Richard D. Oppelt
Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue,
Surrey, BC V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **February 14, 2020**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2020-020

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

14. BRAND NAMES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Pavement Markings

Reference No.: 1220-040-2020-020

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

TABLE OF CONTENTS

DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

2. GOODS AND SERVICES

3. TERM

4. TIME

5. FEES AND DISBURSEMENTS

6. PAYMENT

7. USE OF WORK PRODUCT

8. PERSONNEL AND SUBCONTRACTORS.....

9. LIMITED AUTHORITY

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11. WARRANTIES.....

12. INSURANCE AND DAMAGES.....

13. CITY RESPONSIBILITIES

14. DEFICIENCIES.....

15. DEFAULT AND TERMINATION.....

16. CURING DEFAULTS

17. DISPUTE RESOLUTION

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

19. BUSINESS LICENSE.....

20. GENERAL PROVISIONS FOR GOODS

21. COMPLIANCE

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION.....

23. WAIVER.....

24. APPLICABLE LAW

25. NOTICES.....

26. FORCE MAJEURE

27. MERGER AND SURVIVAL

28. ENTIRE AGREEMENT

29. SIGNATURE

30. FUEL EMISSIONS DATA

31. NON ROAD DIESEL ENGINE EMISSION REGULATION

32. ENUREMENT

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

SCHEDULE B – QUOTATION

DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **Pavement Markings**

THIS AGREEMENT dated for reference this _____ day of _____, 2019.

AGREEMENT No.: 1220-040-2020-020

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnities" has the meaning described in Section 11.2;
- (g) "RFQ" means the Request for Quotations;
- (h) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (i) "Term" has the meaning described in Section 3.1; and

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Addenda (if any);
 - (c) the RFQ; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods & Scope of Services; and
Schedule B – Quotation.

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on March 1, 2020 and terminating on November 30, 2020 (the "Term").

RENEWAL:

- 3.2 The City may at any time prior to 30 days before the end of the term, by written notice to the Contractor, extend the Term for a period of time not to exceed three (3) additional one (1) year options. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES

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

- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- 6.1 Invoices should include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.

Notes:

1. The quantities indicated are approximate only and shall be used for the comparison of quotations. Quantities may change from year to year.
 2. Payments will be made based on the "unit price per linear metre" quoted above, and the actual quantities of work completed as measured in the field.
 3. No other payments will be made to the Contractor except for extra work ordered in writing by the City.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and

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

Invoices will be submitted by the Contractor by mail to:

Name: Matthew Brown
Address: 6651 148th street
Surrey, British Columbia
V3S 3C7

- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.7 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all

sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place

where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and

operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

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

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

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

13. CITY RESPONSIBILITIES

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

- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in

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

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

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

15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:

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

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

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

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

17.3 **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation.

Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

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

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com"

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

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

21. COMPLIANCE

21.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.

21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the

additional costs, if any, of making alterations so as to conform to the required interpretation.

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

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

26. FORCE MAJEURE

- 26.1 Each party will be excused from performance under this Contract for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Contract, 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 avoidance of doubt, nothing in this Section will affect the City's right to terminate this Contract for convenience as provided in Section 15.
- 26.2 For the purposes of this Contract, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the non-performing 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.

27. MERGER AND SURVIVAL

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

28. ENTIRE AGREEMENT

- 28.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.
- 28.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

29. SIGNATURE

- 29.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 29.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

30. FUEL EMISSIONS DATA

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

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

30.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>

31. NON ROAD DIESEL ENGINE EMISSION REGULATION

31.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

31.2 Other important information:

- Non-road Tier 1 engines must be registered and pay fees to operate,
- Failure to comply with the Bylaw may result in fines up to \$200,000, and
- 80% of fees paid into the program can be recovered.

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

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

32. ENUREMENT

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<< **NAME OF CONTRACTOR** >>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The Contractor is required to perform the application of pavement markings either through mechanical extrusion or spray in order to provide delineation, guidelines and information to all users for the safe and efficient movement of all vehicular and pedestrian traffic in accordance with the following specifications and as directed by the City. Pavement markings shall include but not limited to lanes, centre lines, shoulder lines, cross walks, stop bars, single head arrows and double head arrows or any other markings as required by the City. Spray and mechanical extrusion shall be a reflectorized road marking material with high levels of luminance, skid resistance & reflectivity, and durability.

The following specifications apply to all installations (new and re-applications), and shall comply in form and function to BC Ministry of Transportation and Highways Manual of Standard Traffic Signs and Pavement Markings Manual or City "Pavement Marking Manual", or as instructed by the City

1. SCOPE OF SERVICES

The Contractor is to furnish all of the materials, equipment and personnel necessary to perform placement (new and re-application) of reflective pavement markings in the form of lines and symbols (e.g. lane lines, turn lanes, stop bars and cross-walks) of the type specified herein and requested by the City at various locations. A final list of all pavement marking locations will be issued by the City prior to the start of Services.

When completing re-application of pavement markings, the Contractor is to ensure that new material is installed directly onto the faded portions of the existing markings and that adequate bonding has occurred between the new and existing pavement markings.

The Contractor is to complete all eradication works within three (3) working days, after initial contact. Failure to respond within this time frame will result in non-payment of this item. All work must be completed within five (5) working days.

The 2020 program works consists of approximately the following estimated quantities:

1. Spray thermoplastic 10 cm wide line (1:1 Dense Broken; 3:6:3, Solid)	800,000	lin.m
2. Screed thermoplastic 10 cm wide line (1:1 Dense Broken; 3:6:3, Solid)	200,000	lin.m
3. 20 cm wide line	17,500	lin.m
4. 30 cm wide line	3,000	lin.m
5. 40 cm wide line	4,500	lin.m
6. 60 cm wide line	3,000	lin.m
7. Single Head Arrow	960	arrows
8. Double Head Arrows	130	sets (maximum)
9. Spray MMA 10 cm wide line (1:1 Dense Broken; 3:6:3, Solid)	150,000	lin.m
10. Inlaid 10 cm wide thermoplastic line	25,000	lin.m
11. Inlaid 10 cm wide MMA line	25,000	lin.m
12. Coloured MMA Conflict Area	540	square metres
13. Eradication		[As, If and When Required]

In the event that the area requiring maintenance work is discovered to be of a non-standard dimension or specification, or that the existing pavement marking material is composed of a substance other than thermoplastic which would adversely affect bonding of the material, the Contractor shall eradicate the entire section of that particular marking and reinstate it with a new material.

It is at the City's sole discretion to determine the locations where mechanical extrusion or spray road marking materials shall be applied and the quantity of mechanical extrusion or spray material.

The Contractor is to provide a guarantee that all markings laid under this specification will perform to the standards as outlined in Section 5 (c), Material Performance for a minimum of twelve (12) months for spray pavement markings and twenty four (24) months Screed/Mechanical markings. If they fail to meet the specification, the Contractor shall make good any deficiencies, which arise in that period at the Contractor's sole expense.

The Contractor is to ensure that all roadmarking material is installed and adheres to the roadway surface and is given an even line of good definition.

2. PROJECT SCHEDULE [MAINTENANCE SERVICES]

Maintenance services must start within 15 days of receipt of the purchase order [tentative start date is set at March 1, 2020] and that all maintenance works are to be installed no later than October 31, 2020,

Contractors are to submit with their Quotation a project schedule. A complete and comprehensive project schedule may have a bearing on the award. [**Refer to Schedule B**].

3. SCHEDULE OF QUANTITY RANGES & UNIT PRICES

Refer to the attached Schedule B – Quotation. Rates for each item shall be estimated per unit of measure and the items corresponding quantity range. The “unit price per linear meter” as specified in Schedule B will be considered guaranteed and firm for the Term and is to include, as a minimum:

The cost of all labour, material and equipment to supply and maintain pavement markings as well as the cost to lay out (pre-mark) traffic lines. This also includes, but is not limited to lanes, centre lines, shoulder lines for longitudinal markings and crosswalks, stop bars and arrows for transversal markings;

Overhead covering and not limited to permits, licenses, drawings, mileage, truck, fuel and parts charges, transportation, environment protection and safety measures, sub-contractors, etc.;

The respective amounts of work to be done and carried out and materials to be furnished in section B-2 of Schedule B – ‘Fees and Payments’. Ranges and Unit Prices are an estimate for purpose of comparing quotations only. The City does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in section B-2 of Schedule B – ‘Fees and Payments’.

The City may, at its discretion, reduce or increase the scope of the pavement marking material installation and maintenance program in accordance with set budget amount for the annual program.

Mobilization and traffic control should also be included to enable this work to be carried out effectively, efficiently and safely;

Site clean-up and disposal of debris are part of the overheads covered by unit prices;

Mark-ups and profits; and

Any other costs and expenses.

4. CALLOUTS - MOBILIZATION

The Contractor shall include a cost for mobilizing all labour, materials and equipment on an as required and as directed basis. Under this item the Contractor shall respond after first initially being contacted to

the required worksite within twenty-four (24) hours, weather permitting. Callouts cover all capital projects (new), pavement marking installation and pavement marking material eradication works, maintenance. This is treated as an exception and does not apply to annual regularly scheduled maintenance, installation works and eradication works program. There is a minimum payment to the Contractor for such callouts, specified in Schedule B.

The minimum payment is only made to the Contractor provided the response is within twenty-four (24) hours (weather permitting) from the time of notification with materials and installation service for the specific work, as specified by the City.

The City reserves the right to obtain the services of an alternate road marking Contractor, if the Contractor fails to provide such services within twenty-four (24) hours of notification.

5. MATERIAL PERFORMANCE

The Contractor is to provide materials that conform to the following:

a) Composition

Pavement marking materials applied via spray and mechanical extrusion will consist of a type suitable for application to asphaltic concrete or Portland cement concrete road surfaces and which, upon cooling to normal pavement temperature, produces an adherent durable reflectorized marking stripe of a constant width and uniform cross section. The material shall contain pre-mixed reflective glass beads for thermoplastic applications and surface applied glass beads for MMA applications and be capable of resisting deformation under vehicle traffic in the climatic conditions of the lower mainland of the Province of British Columbia.

b) Compatibility

The applied pavement marking material shall not deteriorate when in contact with:

- i. de-icing chemicals currently used by the City;
- ii. asphalt related materials used by the City; and,
- iii. gasoline, diesel fuel, oils or greases dropped by traffic.

c) Reflectivity

The quality, type and gradation of the component reflecting glass spheres in the pavement marking material shall be at the discretion of the manufacturer, but shall provide retro-reflection as good as or better than the current standard measured by the B.C. Ministry of Transportation and Infrastructure.

The initial reflectivity for the pavement marking must have the minimum initial coefficient of retro-reflective luminance values of 350 mcd/lux/m² for white pavement markings and 175 mcd/lux/m² for yellow pavement markings, as obtained with a Mirolux MX 30, Stripemaster retro-reflectometer or equivalent. These readings will be taken no more than fourteen (14) days from the time the pavement marking is exposed to traffic.

The reflectivity for the pavement markings at the end of the twelve (12) months for spray road markings and twenty four (24) months for Screed/Mechanical markings must have a minimum coefficient of retro-reflective luminance values of 150 mcd/lux/m² for white pavement markings and 100 mcd/lux/m² for yellow pavement markings, as obtained with a Mirolux MX 30, Stripemaster retro-reflectometer or equivalent.

At the City's discretion the contractor will provide written reports showing Retro-reflectivity testing of the Goods and Services provided.

d) Material Thickness

Spray thermoplastic road markings shall not be less than 80 mm in thickness.

Spray MMA road markings shall not be less than 60 mm in thickness

Mechanical extrusion thermoplastics markings including stop bars, crosswalks, arrows and longitudinal lines shall not be lesser than 125 mm in thickness.

Application either through spray or mechanical extrusion shall be uniform and consistent throughout the total length of the line or symbol.

Coloured MMA screed road markings shall not be lesser than 3 mm in thickness.

e) Durability

Pavement marking materials will have a minimum durability of a minimum of twelve (12) months for spray road markings and twenty-four (24) months for Screed/Mechanical markings from the time of application. Defective material or improper installation due to poor bond or other deficiencies shall be corrected and replaced by the Contractor at no cost to the City.

f) Inlaid Markings

Grinding equipment will be appropriate for the surfaces, materials and volumes to be removed and/or grooved and shall be approved by the City. Grinding equipment shall be a self-propelled unit that is capable of grinding the pavement surface using high speed rotation diamond cutters. The unit shall be capable of adjusting the pressure on the cutting head band depth of grinding with precision required for the recesses specified in the contract. The equipment shall be self-vacuuming and leave the cut recess ready for pavement marking installation. The grinding equipment will ensure a smooth slot for each individual lane line. The edges of each slot shall be well defined. Longitudinal pavement marking slots shall be no less than 100 mm and no more than 110 mm wide for a specified 100 mm wide line. The groove ends shall be square and clean. The slot depth will be dependent upon the material of pavement marking requested by the City and will range between a minimum of 60 mil to a maximum of 90 mil. Thermoplastic material thickness shall be approximately 90 mil which will leave the pavement marking slightly proud or flush with the pavement surface. MMA material thickness shall be approximately 60 mil which will leave the pavement marking slightly proud or flush with the pavement surface.

6. ACCURATE PLACEMENT OF ROAD MARKINGS

The application shall be carried out by personnel experienced in the application of pavement marking material and having properly designed equipment.

It is the responsibility of the Contractor to ensure proper and accurate placement of pavement markings either applied via mechanical extrusion or spray as specified in the BC Ministry of Transportation and Highways Manual of Standard Traffic Signs and Pavement Markings Manual or City "Pavement Marking Manual", or as instructed by the City. Improperly placed line markings installed by the Contractor shall be repaired/replaced by the Contractor, where material and labour costs including the eradication of improperly placed spray pavement markings and the reinstatement of new pavement markings shall be provided by the Contractor, at no subsequent cost to the City.

The Contractor shall prior to the placement pavement markings either applied via mechanical extrusion or spray ensure all surfaces are free from surface water, frost, ice, dust, grease and other foreign materials that will adversely affect bonding of the road marking material to the pavement.

7. WEATHER LIMITATIONS

Road marking materials shall not be applied on wet pavement or during rainfall where the combined effect of rainfall and the application of material are likely to result in poor adherence of the road marking material to the pavement. In addition, road marking materials shall be installed in temperatures above zero degrees Celsius only to ensure proper mechanical bonding between road marking material and pavement.

Locations where road marking materials are to be applied shall be clean and dry and free of sand, gravel, loose dust and foreign matter prior to installation.

Services shall be continuous except in the event of inclement weather. The City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed at a later date, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City.

While work is suspended due to inclement weather conditions, the Contractor shall maintain readiness to resume work when conditions again become favorable enough to proceed.

8. INSTALLATION AND MAINTENANCE RECORDS

The Contractor is to maintain a ***“Daily Road Marking Installation & Maintenance Records”*** sheet showing as a minimum, the following information:

- (a) quantity and type of materials used;
- (b) work site location [exact details];
- (c) weather conditions when Service performed;
- (d) road conditions at work site [dry, wet, dirty, etc.]; and,
- (e) type of Service performed [Maintenance, New, or Eradication]

By 5:00 p.m. on each working day, a copy of the ***“Daily Road Marking Installation & Maintenance Records”*** is to be sent to the City, via email.

9. PLANT AND EQUIPMENT

The Contractor is to provide and maintain all plant and equipment to fulfill the Contract requirements including all templates for marking and ensure that application equipment and melting kettles are routinely examined and kept in good condition throughout the course of work. Said equipment shall be first quality (Professional Grade), fully adequate for the function intended and the first class level of service required, and maintained in excellent condition and repair at all times. All Contractors must have their vehicles identified with company name. This must be fully legible and displayed in a professional manner.

All vehicles/equipment used in the performance of the Services shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license. All Contractors' vehicles shall be equipped with approved back-up alarms, multiple lite revolving / strobe lights, and fluorescent red/orange flags, and other necessary

warning systems. In the event of a breakdown, the Contractor shall arrange for reserve equipment, meeting all equipment requirements.

10. PERFORMANCE TESTING

The City may at its discretion choose to at random make performance tests on the work done by the Contractor to ensure application is not defective. All testing performed by or on behalf of the Contractor for compliance with quality assurance shall be at the Contractors expense. Any testing performed by or on behalf of the City, as part of the agreement quality assurance inspections shall be at the City's expense. If any part is found to be sub-standard and not conforming to the specifications, the Contractor shall make good of its defects immediately at the Contractors expense and subsequent testing at the Contractors expense. Additionally, the Contractor shall ensure corrective measures are taken to prevent similar defects from occurring again.

11. INSPECTIONS

The City may be performing spot checks and inspections to determine the quality of work, the accuracy of submitted records, and claims for the number of linear metres of pavement marking installation and maintenance performed. If any discrepancies relating to the number of linear metres of pavement marking installation and maintenance performed or the accuracy of recorded information arises, the City may impose full time inspection for the remainder of the agreement. However, the City may reduce the level of this full time inspection at any time during the remainder of the Contract, if at his opinion he is satisfied that the performance has improved.

The additional cost for this full time inspection by the City is estimated at \$440 per day. This additional cost shall be borne by the Contractor.

Any units or missed areas that are not satisfactorily completed, as determined by the spot checks, must be rectified by the Contractor at no extra expense to the City.

Progress payments and final payments shall be adjusted to reflect the actual number of linear metres of pavement marking installation and maintenance completed, as determined by the spot check inspections.

12. HOURS OF WORK

Unless otherwise noted herein, the Services are to take place Monday to Saturday inclusive, excluding statutory holidays.

Delays in the work schedule will not be tolerated, except in the event of unavoidable delays due to an Act of God.

The Contractor shall notify the Engineering Department, Operations Division, Street Operations (Tel.) 604-591-4847, email mkbrown@surrey.ca of the proposed work schedule twenty-four (24) hours in advance.

Sunday work will only be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the Contract.

The City is to be informed one week in advance of any stoppage or restart of work.

Pavement Marking Installation and Maintenance Services to the locations located on arterial roads shall not be performed during the restricted hours of:

6:00 a.m. to 9:00 a.m.
3:00 p.m. to 6:00 p.m.

13. COMMUNICATIONS

All Contractors' employees must be able to be contacted by the City while in the performance of the work. This may be by cellular phone, or dispatched by the Contractor.

14. TRANSPORTATION

Transportation to and from all job sites shall be provided by and paid for by the Contractor. This includes any transportation required between job sites during the working period. No Contractor's personnel will be permitted to ride in or on the City's vehicles.

15. CLEANLINESS AND DISPOSAL OF UNWANTED MATERIALS

The Contractor is responsible for the cleanliness of the job sites and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the City.

The Contractor shall dispose of all debris, trash and unsuitable materials collected under this Contract off site. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

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

16. TRAFFIC AND PUBLIC SAFETY

At all times during the work or activities included in this specification the Contractor shall take full responsibility to ensure that traffic control is carried out in accordance with the Ministry of Transportation and Highways regulations for work performed on provincial highways and including their right-of ways. The City may apply for permit from the Ministry of Transportation and Highways for work performed on provincial highways and including their right-of-ways. The *Contractor* shall at his own expense obtain a copy of the permit from the City and shall comply with all conditions of the permit.

The Contractor shall at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while installing, maintaining pavement markings or pavement marking eradication work.

Whenever such works are carried out, the Contractor, at his expense, is to provide:

- all necessary signs, materials, barricades, and other warning devices;
- qualified and trained Traffic Control Personnel for traffic flagging services; and
- in some cases, equipment such as flashing arrow boards, cones, etc.in some cases approved traffic management plans registered with City of Surrey Traffic Department

These are specified in accordance with the Province of British Columbia, Ministry of Transportation & Highways' General Specifications for Highway Jurisdiction, Section 194 (Appendix A), and the Traffic control Manual for Work on Roadways Field and Office Edition, (1999 Update). 2015 Interim Traffic Management Manual for Work on Roadways.

Please visit: http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm for the latest updates.

Additional services to ensure safety may be required at the discretion of the City. The Contractor is to provide such additional services as directed at no extra cost.

17. SAFETY ATTIRE

All personnel are to be properly attired with safety-toed footwear, hardhat, and reflective work clothing.

18. DAMAGE MEMOS

Damage memos describing work to be carried out on private properties will be prepared by the City and will be made available to the *Contractor* prior to any work being carried out on private properties. Instruction will be issued describing the work to be performed on the private properties.

All utilities and/or other services required by the Contractor shall be the responsibility of the Contractor.

The contractor shall be responsible to contact BC One Call to determine the exact location of utilities and services near or on the worksite. This includes but limited to working within thirty (30m) meters of a Kinder Morgan Pipeline.



SCHEDULE B - QUOTATION

RFQ Title: Pavement Markings

RFQ No: 1220-040-2020-020

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue, Surrey, BC V3T 1V8, Canada

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

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

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

Section Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

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

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
---	--	------------------

ITEM#	DESCRIPTION	UNIT OF MEASURE	APPROXIMATE QUANTITY	UNIT PRICE (PER LINEAR METRE) Mechanical Extrusion	UNIT PRICE (PER LINEAR METRE) Spray	AMOUNT
1	Spray Thermoplastic 10 cm wide – Centre Line. (1:1 Dense Broken; 3:6:3, Solid))	lin. m.	800,000	N/A	\$ _____ ____	
2	Screed Thermoplastic 10 cm wide – Centre Line. (1:1 Dense Broken; 3:6:3, Solid))	Lin.m	200,000	\$ _____	N/A	
2.	20 cm wide line (Surrey Standard crosswalk line widths)	lin. m	17,500	\$ _____	N/A	
3.	30 cm wide line (Surrey Standard railway line widths)	lin. m	3,000	\$ _____	N/A	
4.	40 cm. wide line (Surrey Standard stop bars widths)	lin. m	4,500	\$ _____	N/A	
5.	60 cm. wide line (M.O.T.H. Standard stop	lin. m	3,000	\$ _____	N/A	

	bar widths)					
6.	Single Head Arrow	Each	960	\$ _____	N/A	
7.	Double Head Arrow	Sets	130	\$ _____	N/A	
8.	MMA 10 cm wide – Centre Line. (1:1 Dense Broken; 3:6:3, Solid))	lin. m	150,000	N/A	\$ _____	
9.	Inlaid 10 cm wide Thermoplastic line	lin. m	25,000	N/A	\$ _____	
10.	Inlaid 10 cm wide MMA line	lin. m	25,000	N/A	\$ _____	
11.	Coloured MMA Conflict Areas	square metres	540	\$ _____	N/A	
12.	Eradication Work	lin. m	Variable	\$ _____	N/A	
				Subtotal		\$ _____
				GST (5%):		\$ _____
				TOTAL:		\$ _____

CURRENCY: Canadian

SUPPORT SERVICES (ADDITIONAL WORK):

TABLE 2 – CALLOUTS / CANCELLATION CHARGES (NEW INSTALLATIONS AND ERADICATION WORK)

PARTICULARS	HOURLY RATE(S)	MINIMUM HOURS	MINIMUM CHARGE
CALL OUT CHARGES DURING NORMAL WORKING HOURS OF 7:30 A.M. TO 6:00 P.M. (MONDAY THROUGH FRIDAY). EXCLUDING STATUTORY HOLIDAYS. HOURLY RATE WILL INCLUDE ALL NECESSARY EQUIPMENT.	\$ _____	_____	\$ _____
CALL OUT CHARGES AFTER NORMAL WORKING HOURS (MONDAY THROUGH FRIDAY). EXCLUDING STATUTORY HOLIDAYS.	\$ _____	_____	\$ _____
CALL OUT DURING WEEKENDS AND STATUTORY HOLIDAYS.	\$ _____	_____	\$ _____
RATES QUOTED INCLUDE THE FOLLOWING NUMBER OF PERSONNEL.			
CANCELLATION CHARGE.			\$ _____

SECTION B-3

Time Schedule:

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

MILESTONE DATES _____

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

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____

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

<i>Description Of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

SECTION B-5

Experience and References:

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

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

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

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

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

Applicable as follows Not applicable to this project

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

SAMPLE

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

This Quotation is offered by the Contractor this _____ day of _____, 201__.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this _____ day of _____, 2020.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)