



REQUEST FOR PROPOSALS
for
WATER METER READING SERVICES
RFP #1220-030-2011-035

FOR PROFESSIONAL SERVICES

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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 perform the services (“**Services**”) described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.6;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proposals should be submitted to the City at the office of:

Acting Purchasing & AP Manager

City of Surrey

6645 – 148th Street

Surrey, British Columbia V3S 3C7

Fax: 604-599-0956

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

on or before the following date and time (the "Closing Time"):

Time: 3:00 pm local time

Date: September 20, 2011

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 of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled

2.3 Number of Copies

Faxed or emailed PDF Proposals are permitted, but a Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time. If the Proponent prefers to submit a hard copy, the Proponent should submit one original unbound Proposal and 2 copies (3 in total).

2.4 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Fax amendments are permitted, but such fax may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's fax equipment functions properly so as to facilitate timely delivery of any fax amendment.

2.6 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: Kam Grewal, BBA, CMA
Acting Purchasing & AP Manager
Address: 6645 – 148th Street
Surrey, British Columbia V3S 3C7
Fax: 604-599-0956
Telephone: 604-590-7274
E-mail: purchasing@surrey.ca

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 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 Contract 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 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City website at www.surrey.ca (the "City Website") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.8 Examination of Contract Documents and Site

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

2.9 Opening of Proposals

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

2.10 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package

Proposals to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. 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 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 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 the Evaluation Team. 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 Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items (i) to (ix) in Schedule C-2, including any supplemental information.

(b) Technical

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (v) in Schedule C-3, including any supplemental information.

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the 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 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.

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 Contract 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 of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such 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. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract 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 as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or 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) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the 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 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 a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

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 contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors 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 a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

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

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal 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.

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 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

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 Performance Security

The Contractor will furnish and pay for a Performance Bond, or a Commercial Irrevocable Letter of Credit or Certified Funds in an amount of \$100,000 issued by a surety licensed to carry on the business of suretyship in the Province of British Columbia, and in a form acceptable to the City, within 10 days of notice of award.

SCHEDULE A – SCOPE OF SERVICES

1. SCOPE OF SERVICES

The Scope of Services shall be performed as described herein. Deviation will not be considered unless the Contractor can explain in detail that the deviation is of material benefit to the City and provides service levels at least equal to that specified.

The work generally involves a program of reading and recording water meter readings in accordance with the account types and quantities of meters as generally described in the following table.

Account Type	Read Type	Number
Non-Residential (ICI)	Direct	92
Non-Residential (ICI)	Touch	3254
Non-Residential (ICI)	Radio	70
Residential	Direct	7
Residential	Touch	49800
Residential	Radio	30

Schedule “1-A” provides a more detailed breakdown of the meter types and sizes. The quantities indicated are approximate and subject to continuous change to accommodate moves, demolished buildings, new meters, etc.

The Contractor will be required to provide complete services for a water meter reading program including but not limited to the following:

- reading direct-read meters, radio reads;
- data acquisition, validation and transfer;
- customer service relating to meter reading;
- obtaining all necessary regulatory approvals relating to the project;
- cooperating and coordinating with the City during the project term;
- providing meaningful and effective performance measures;
- arranging with each customer to access its property for the purposes of meter reading;
- responding to customer concerns in a prompt and friendly manner;
- providing consumption data for the City in a format acceptable to the City;
- any re-reads required due to contractor errors; and,
- any special reads requested by the City.

The City will directly undertake revenue collection and billing.

The Contractor will provide meter readings three times per year in accordance with the following schedule.

	2011 Billing Period 3	File to Contractor	Reading Period	Levy Date	Due Date
Metered Area 1	Sep 1/2011 - Dec 31/2011	Dec 13/11	Dec 16/2011 - Jan 15/2012	Jan 30/12	Mar 2/2012
Metered Area 2	Oct 1/2011 - Jan 31/2012	Jan 13/12	Jan 16/2012 - Feb 15/2012	Feb 28/12	Apr 2/20W12
Metered Area 3	Nov 1/2011 - Feb 28/2012	Feb 13/12	Feb 16/2012 - Mar 15/2012	Mar 30/12	May 2/2012
Metered Area 4	Dec 1/2011 - Mar 31/2012	Mar 13/12	Mar 16/2012 - Apr 15/2012	Apr 30/12	Jun 2/2012

	2012 Billing Period 1	File to Contractor	Reading Period	Levy Date	Due Date
Metered Area 1	Jan 1/2012 - Apr 30/2012	Apr 13/12	Apr 16/2012 - May 15/2012	May 30/12	Jul 2/2012
Metered Area 2	Feb 1/2012 - May 31/2012	May 13/12	May 16/2012 - Jun 15/2012	Jun 30/12	Aug 2/2012
Metered Area 3	Mar 1/2012 - Jun 30/2012	Jun 13/12	Jun 16/2012 - Jul 15/2012	Jul 30/12	Sep 2/2012
Metered Area 4	Apr 1/2012 - Jul 31/2012	Jul 13/12	Jul 16/2012 - Aug 15/2012	Aug 30/12	Oct 2/2012

	2012 Billing Period 2	File to Contractor	Reading Period	Levy Date	Due Date
Metered Area 1	May 1/2012 - Aug 31/2012	Aug 13/12	Aug 16/2012 - Sep 15/2012	Sep 30/12	Nov 2/2012
Metered Area 2	Jun 1/2012 - Sep 30/2012	Sep 13/12	Sep 16/2012 - Oct 15/2012	Oct 30/12	Dec 2/2012
Metered Area 3	Jul 1/2012 - Oct 31/2012	Oct 16/12	Oct 16/2012 - Nov 15/2012	Nov 30/12	Jan 2/2013
Metered Area 4	Aug 1/2012 - Nov 30/2012	Nov 13/12	Nov 16/2012 - Dec 15/2012	Dec 24/12 (Before Christmas Closure)	Feb 2/2013

	2012 Billing Period 3	File to Contractor	Reading Period	Levy Date	Due Date
Metered Area 1	Sep 1/2012 - Dec 31/2012	Dec 13/12	Dec 16/2012 - Jan 15/2013	Jan 30/13	Mar 2/2013
Metered Area 2	Oct 1/2012 - Jan 31/2012	Jan 13/12	Jan 16/2013 - Feb 15/2013	Feb 28/13	Apr 2/2013

The City requires meter consumption data to be as equal as possible for the three billing periods. Meters should be read within a reasonable tolerance of a 120-day period.

Without limiting the description of the Services to be provided, the Contractor will supply all engineering, labour, materials, plant and equipment, software and transportation necessary to provide full meter reading service. No equipment, labour and software will be provided by the City.

The Contractor transfers meter locations into a fixed length file along with the associated City route number.

2. DESCRIPTION OF THE CURRENT ENVIRONMENT

The City services approximately 55,000 small water meter accounts, of those, about 100 are direct read meters. The balance are equipped with electronic meter reading [EMR]. Schedule 1-A, provides a summary of meter type, manufacturer and size. The City projected to install approximately 4,000 meters per year.

The City has two initiatives that will see an increase in the meter population:

- (a) all new construction is required to install and utilize a meter. All new meters are equipped with EMR and most are located in meter vaults at the property line; and,
- (b) voluntary metering program.

3. CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

The City has compiled the following performance specifications that will be used to evaluate the services. These performance specifications require the Contractor to submit a wide range of specific information regarding such elements as capability, knowledge, experience and resources.

These performance specifications require the Contractor to furnish all necessary experienced, capable and qualified personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the services and do all things necessary, or proper for, or incidental to, the Services outlined herein. If it is found that anything has been omitted or misstated which is necessary for the proper performance and completion of any part of the Services contemplated herein, the Contractor will execute the same as if it had been properly described.

These services will be accomplished fully by the Contractor so that it will be unnecessary for the City to supplement any of them with its own personnel. The City may, however, review the Services from time to time to verify accuracy and evaluate the performance of the Contractor.

In providing these Services the Contractor will ensure that in the event routes are re-structured, the integrity of the City's current route numbering system will be maintained [i.e. to facilitate the City's meter identification system].

The Contractor will meet the City's need for prompt turnaround times for special reads [i.e. one-day], and will ensure the timing of meter reads for individual customers is within reasonable tolerances of 120-day periods.

Initially, the Contractor would continue to utilize current meter reading processes. Upon achievement of targets on the water meter incentive program, the Contractor would evaluate the cost and benefits of restructuring the routes.

The Contractor will assume responsibility relating to faulty and negligent readings.

4. DETAILED SPECIFICATIONS

A. System wide meter readings, for the City, are completed in accordance with the schedule as provided herein. All work will be performed in accordance with these specifications, details and schedule. There will be a meter reading schedule provided by the City. The Contractor will comply with this schedule in order to maintain the City's billing cycle. Failure by the Contractor to complete all scheduled meter reading and required re-reads within the allotted schedule will result in a charge back to the Contractor in accordance with the following "Liquidated Damages" table of this Schedule. There will be no exception to these requirements.

B. Each meter reading usually consists of accessing the meter in the existing ground vault [pit chamber] or wall-mounted unit, determining the proper reading reflecting actual consumption, and entering the read information into a Contractor supplied electronic meter reading device.

C. Route assignments vary in size and length depending on geographical, weather and various other considerations. The vast majority of accounts have meters contained in ground meter vaults. Meter reading staff are sometimes required to enter large meter vaults to obtain current readings of consumption for meter 6" or larger. These readings are entered in the electronic reading devices. Occasionally, any maintenance, safety or service concerns are entered into the devices as maintenance work to be performed by the City.

D. In addition to meter readings, occasions will be encountered that require the creation of maintenance work orders when safety or operational deficiencies are observed or encountered such as broken emitters, broken/obscured glass, water leaks, etc. **Please refer to Schedule 2-A for City proposed communication codes.** These codes are to be utilized in the performance of the Services. Reader's comments must also be included.

E. The Contractor will ensure that all accessible and locatable meters are read as scheduled during each cycle period. Weather conditions shall not prevent the accomplishment of the Services unless otherwise agreed to in writing from the City.

F. Re-reads/verifications/inspections may be performed by City personnel unless otherwise assigned to the Contractor by the City. The actual number of re-reads/verifications each day varies. The Contractor will only be compensated at the "per-read unit price" for those re-reads/verifications/inspections assigned to the Contractor by the City. Meter reading errors resulting from Contractor performance, unread and/or unnecessarily estimated meters, and inappropriate/inaccurate work order codes will be charged to the Contractor in accordance with the following schedule. These charges will be deducted from the following billing cycle.

G. The Contractor will be required to pump out water from meter vaults, and routine removal of minor debris or obstacles, such as snow, ice, leaves, paper or trash or other obstacles if it is necessary to obtain an accurate meter reading.

H. The Contractor will be given no more than 30 calendar days to familiarize itself with all routes and approved operating procedures before commencing the actual reading of the meters, except for special requests that are mutually agreed to between the Contractor and the City.

I. The Contractor shall notify the City of his work schedule twenty-four (24) hours in advance. The hours of work will be limited between 8:00 a.m. and 6:00 p.m. Monday through Saturday, or as approved by the City. Weekend work will be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the agreement. The City shall be informed one week in advance of any stoppage or restart of the work.

J. The City has arrangements with customers whose meters are located in areas that require prior notification before reading. The Contractor is to obtain this list from the City. The Contractor will be responsible for contacting certain customers the day before the meter is to be read in order to obtain access to the meter. This is sometimes encountered in areas where access is restricted by locked gates, for meter located in commercial properties. The City will provide a listing of these customers to the Contractor with appropriate route information.

K. The City will provide one file per Metered Area, broken into routes. All routes must be completed by the deadline. Meters should be read within a reasonable tolerance of a 120-day period. Changes to the composition of order of currently established routes must be requested by the Contractor from the City. Only after the City has obtained clearance from all City personnel involved may any changes to the timing or composition of the routes be made.

L. The Contractor recognizes that it is unacceptable for meter vault covers and/or meter lids to be left open or not properly seated or closed and locked, and shall take necessary measures to ensure that these conditions are not caused by the Contractor's employees. All mechanical repairs to meters and repairs to vaults will be the responsibility of the City. Contractor's employees shall not attempt repairs of any kind. Contractor must immediately report any unsafe or hazardous condition to the City to ensure timely corrective action is taken.

M. The Contractor will plan and schedule its activities to read the meters in a manner, which avoids any perceived or real negative impacts to the City and its customers (perceived negative impacts deal with issues such as corporate image and communications).

N. The Contractor will maintain a cooperative, professional and effective level of communications with the City in all aspects of the project.

O. The Contractor will ensure that all public communications (signage, notices, media releases and printed materials, if required) be consistently and professionally presented (N.B. to be cleared with City Representative prior to release.)

P. New Construction Accounts – Meter boxes at properties under construction may be buried or obstructed. These meter boxes may be more time-consuming to locate and uncover to obtain a meter reading. The Contractor will make a reasonable attempt at obtaining the read on the first trip. An account can be carried over a maximum of two days after the schedule read date of its route. Special entry codes exist to identify these accounts so the City may identify these accounts and take corrective action for future meter reading attempts.

Q. New Meters in Routes but not in the Read File – The Contractor will report meters that are not in a reading route but clearly should be.

R. The Contractor will be responsible for submitting to the City on a timely basis, unless otherwise agreed to by the City, full reports with route/handheld assignments, and any incidents that may be connected with the meter reading performance. The format for reporting shall be approved by the City.

S. The Contractor will meet the City's need for prompt turnaround times for special reads (i.e. one day), and will ensure the timing of meter reads for individual customers in each Metered Area is within a 14 day period.

T. The Contractor will be required to use COSMOS to verify the location of GPS'ed meters when required.

5. GENERAL METER READING DUTIES AND REQUIREMENTS

The Contractor shall perform any and all of the following duties required under this RFP.

1. The Contractor shall obtain meter readings from ground vaults, and shall be responsible for pumping water out of meter vaults, and routine removal of minor debris or obstacles if necessary to obtain an accurate reading.

2. The Contractor will coordinate the proposed services with the City's existing meter reading technology/methodology, equipment and billing schedule. The Contractor will possess the ability to receive regularly downloaded route assignments in a pre-determined form & format. The Contractor will accommodate changes to this technology/methodology, equipment or schedule if required by the City.

3. The Contractor shall follow all federal, provincial and local safety rules and practices.

4. The Contractor shall be responsible for ensuring that all customers and their property are treated in a courteous and professional manner.

5. The Contractor shall accommodate, at the City's request, the assignment of re-reads and check-reads based on customer request, consumption verification, and problem identification.

6. The Contractor shall provide a name, phone number, and email address for a single point of contact for the City. This contact must be fully knowledgeable in the operation of the proposed program and have the ability and authority to respond to inquiries from the City. This individual, as required by the City, shall attend monthly meetings held with the City concerning meter-reading activities. Additionally, the Contractor's management will be required to attend quarterly meetings per annum with the City. The City prefers a generic email address for day-to-day inquiries.

7. The Contractor may be required to deliver marketing materials, such as letters and door hangars.

8. The Contractor shall maintain internal quality control practices.

9. The Contractor shall ensure that all meters for each specific route are read when scheduled.

10. The Contractor shall assist the City in the re-structuring and re-sequencing of account and route data.

11. The Contractor shall assist the City in the location of the meter vaults not found, covered over, or obstructed.

12. The Contractor shall provide detailed daily reporting to the City on its meter reading activity.

13. The Contractor shall coordinate the proposed services with the City's existing meter reading methodology, equipment and billing schedule. The Contractor shall accommodate changes to this methodology, equipment or schedule if required by the City.

14. The Contractor shall coordinate the implementation of the proposed services with City personnel. The Contractor shall provide all staffing, training, or other procedures relevant to the implementation process.

15. Contractor's employees will be monitored for professional appearance at all times. Personnel assigned will be required to wear a Contractor provided uniform and clip-on permanent-type identification badge. The identification badge will have an employee photo. N.B. – The City shall retain the right to request that an individual be replaced at any time that the City is not satisfied with the employee's performance.

16. The Contractor shall provide full time supervision of all personnel. Responsibilities include, but are not limited to: arranging for work assignments and follow-up monitoring of meter readers in the field, scheduling, monitoring meter reader activity from reports, and follow-up and resolution of customer complaints within two (2) working days of receiving a complaint. Problems encountered in the field, which could result in reading schedule delays, shall be coordinated through the City.

17. The Contractor shall be responsible for providing the City with a list of supervisory personnel assigned to this project and shall also provide the City with cellular phone and or pager numbers for contact by City personnel.

18. The Contractor shall furnish trained personnel necessary to complete the work, and is solely responsible for ensuring that its employees have the necessary skill, knowledge, training and experience to perform meter reading accurately and safely so as not to injure or endanger the City, its employees, or any third party, or property.

19. The Contractor shall perform and pay for a Criminal History Background Check for each employee. These records shall be made available to the City.

6. CONTRACTOR'S PREREQUISITES

Only Contractors who can comply with the following should submit a Proposal, as only Proposals submitted by such Contractors will be considered. It should be noted that a Contractor must also be deemed qualified in connection with other requirements included herein:

a. The Contractor will have had at least three (3) years continuous experience immediately prior to the date of submission of its Proposal in providing water meter reading and other associated services; and,

b. The Contractor will have satisfactorily performed at least two contracts of similar size and scope to the services specific herein.

By furnishing this RFP to the Contractor, the City has not made a determination that the Contractor has met the prerequisites, if any, or has otherwise been deemed qualified to perform the Services.

7. ACCOUNT MAINTENANCE

The Contractor will be responsible to provide maintenance information relative to customer data for new and existing meter reads, including but not limited to:

- property identification
- customer, consumer, premise and service information
- current and historical consumption data
- account comments
- mailing address
- outage and trouble information
- add-in missing information
- correct current information
- customer conflicts and resolutions

The Contractor will archive data for a minimum period of 6 months.

8. SPECIAL PROVISIONS

8.1 Data Structure and Transfer

The Contractor will receive all routes from the City electronically. These files will be generated from the City's Utility Billing system in the form of fixed length files. The Contractor must return these files back to the City electronically with the following information:

Data Field	Max Len
ROUTE_NUMBER	10
REGISTER_ID	30
READING_VALUE	10
READING_DATE	8
READING_TIME	6
READING_TYPE	6
READING_MESSAGE	100
REGISTER_LOC_NOTES	100
METER_LOC_NOTES	254
READERS_WARN_NOTES	100
READING_ID	26
UPDATE_USING	15
NEW_ROUTE	8
NEW_SEQUENCE	8
LOCATION_TYPE	15
NUMBER_OF_DIALS	2
MULTIPLIER	5
RESEQUENCE_CODE	1
LATITUDE	20
LONGITUDE	20

The data structure and transfer protocols are subject to review by the City and the Contractor at any time.

8.2 Certification of Data Submission

Electronic submissions must be accompanied by a certificate signed by the Contractor, indicating he/she has reviewed the submission and is satisfied his/her staff have completed the reads and has fulfilled the contractual obligation of submission.

8.3 Accuracy of Data Collection

All meter records without consumptions must have a comment in the reader notes field. The Contractor is expected on a best efforts basis to capture all meter readings in each reading period.

If the Contractor is unable to capture a read, he/she will make reasonable effort to demonstrate the cause.

The Contractor will implement a re-read system to capture reads when the initial read is unsuccessful or the meter is inaccessible. A callback card will be employed by the Contractor at the Contractor expense.

The City will provide at least 2 business days notice for demand reads outside of the billing period. The Contractor must return a meter reading by noon of day the reading is required.

8.4 Error Reports

The Contractor will create his own error reports check for the following areas:

- a) high-low reads;
- b) current read matching the previous read;
- c) no reads; and,
- d) current read less than previous read.

8.5 Hand Written Recordings

Hand written reports are not acceptable to the City.

8.6 Log Report

All meters not matching an ID must have an address entered in the comment field along with the read and the meter ID. The log report will be submitted at the data submission dates.

8.7 Error Report (No Read)

All meter locations appearing on this report must have a comment or code explaining why no read was retrieved. No payment will be made where it's not clear what the problem is.

8.8 Security Checks For Contractor's Employees

The Contractor shall provide to the City within 30 days of contract award/renewal, a letter verifying that each employee performing work under an agreement has satisfactorily passed a criminal background check. All new employees shall be required to meet this condition prior to being assigned work. Work shall not be assigned to a new employee prior to receipt of such documentation by the City. The Contractor shall maintain and make available a current listing of all employees performing work at all times.

8.9 Security of Documents and Property

Security and confidentiality of account information must be provided at all times. All personal property are to be left undisturbed and are not to be handled, removed, read or otherwise used by Contractor or Contractor's employees. Any removal of property by Contractor or Contractor's employees shall be cause for the immediate removal of the employee from performing work. Continued documented violations will be considered a failure to perform and will lead to agreement termination.

Any liability, including but not limited to attorney fees, arising from any action or suit brought against the City because of Contractor's theft of property shall be borne by the Contractor.

9. SAFETY PROCEDURES AND HEALTH REGULATIONS

9.1 General

In addition to the City of Surrey's General Safety requirements described in the Agreement, the following details additional safety procedures and requirements associated with the special nature of this project.

The Contractor shall at all times employ safety procedures required by the Workers' Compensation Board, and City of Surrey's Confined Space Entry Safety Procedure.

The Contractor shall be solely and completely responsible for the conditions of the work site including safety of all persons and property during performance of the work. The Contractor shall maintain the work site and perform the work in a manner, which meets the "Industrial Health and Safety Regulations" especially those pertaining to Confined Space Entry, the "Industrial First Aid Regulations" of the Worker's Compensation Board of British Columbia, and the City of Surrey's Confined Space Entry Procedure in Section 21 hereof. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall provide his own lighting, ventilation equipment, breathing apparatus, harnesses, manlift device and lifelines, free standing tripod point, gas detector, as well as any other safety equipment required to carry out the work in accordance with the above procedures.

9.2 Safety Training

The Contractor will be responsible for ensuring that all workers have completed training, prior to the start of work, in all applicable disciplines in accordance with WCB requirements. All training costs and the equipment required to undertake this training are the sole responsibility of the Contractor. The City will have the right to request proof of training and any specific information regarding the content of that training.

Training will be required in, but not limited to, the following areas for this project:

- Confined Space Rescue
- Confined Space Entry
- Ventilation
- Atmospheric Monitoring
- Self-Contained Breathing Apparatus
- Personal Protective Equipment

The Contractor must be able to demonstrate to the City that their workers have an understanding, working knowledge of confined space entry practices, and a working knowledge of all equipment required to carry out the work.

In the event that work involving untrained individuals is being undertaken, the City will have the right to stop the work until properly trained individuals are assigned. Any costs incurred as a result will be borne by the Contractor.

9.3 Documentation to be Available on Site

The Contractor shall keep on-site, during the duration of the project, the following documentation:

- i) Contractor's confined space entry program, including, but not limited to: confined space entry procedures, lockout procedures, emergency response procedure, etc.
- ii) Written confirmation of confined space training received by employees.
- iii) Documentation verifying that equipment being used meets applicable WCB requirements.

9.4 Site Inspections and Audit

The Contractor shall allow the City the right of inspection and audit of site safety conditions and all pertinent health and safety performance records to measure adherence to safety and health objectives. Such inspection and/or audit may take place without prior warning or notice of intent.

10. ENTRY PROCEDURE FOR CONFINED SPACE ENTRY

The Contractor is advised that confined space entry may be necessary at meter reading locations in the performance of the Services. All federal, provincial and local regulations shall be followed for confined space entry as well as any policies or procedures set forth by the City.

This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.

- there must be a minimum of two persons:
 - one person always on the surface, and
 - one person in well.

personnel lift/retrieval devices must be used.

1. (a) Open manhole lids, turn on blower/fan to ventilate wet well for approximately two to three minutes.
(b) Leave fan running until job is completed.
(c) Manhole must be circulated by a blower fan to allow fresh air into the confined space. Check levels on gas detector by lowering into well. If levels are not safe, portable fans MUST be used!
2. Turn gas detector "ON":
 - Oxygen levels should read between 20.0 and 21.0
 - H2S levels should read 000
 - LEL levels should read 000

NOTE: - readings shall be taken before entering well
- record gas levels on 'Confined Entry Space' forms and hand in daily.

3. (a) Lower gas detector by rope/cord into lower portion of wet well where work shall be performed.
(b) Pull detector to surface and check gas levels. If levels are safe, entry into well is permitted.
4. Gas detector MUST be left "ON" and brought down into well with person(s) entering.
5. Check levels on gas detector when in well. Proceed with washing/repairing of station.
6. If at any time the gas detector goes "OFF" (ringing), EXIT WET WELL IMMEDIATELY and check levels.

SCHEDULE 1 - A - SUMMARY OF METER TYPES

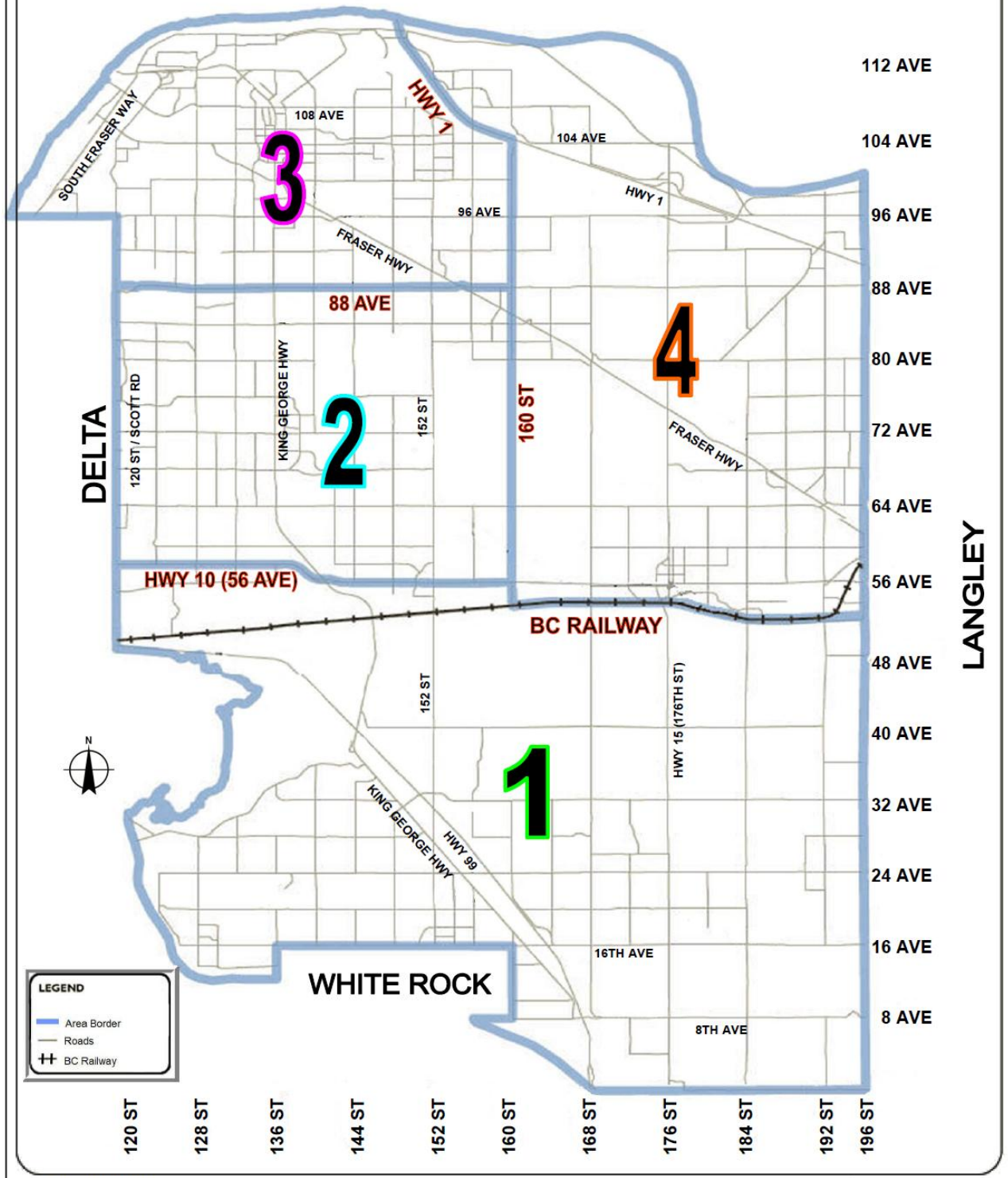
BRAND	TYPE	SIZE IN mm											Total	
		16mm	19mm	25mm	38mm	50mm	75mm	100mm	150mm	200mm	250mm	Other		
ABB	CHEATER METER	31	4	0	0	0	0	0	0	0	0	0	4	39
ABB	COMPOUND	51	131	31	1	10	73	110	31	1	0	1	440	
ABB	DIS	2	6	3	1	1	0	0	0	0	0	0	13	
ABB	DISPLACEMENT	381	842	222	65	253	12	12	0	0	0	14	1801	
ABB	FIRE SERVICE METER	0	0	0	0	0	0	0	0	0	0	2	2	
ABB	MAG METER	0	0	0	0	0	0	0	0	1	0	0	1	
ABB	PD	1	0	0	0	0	1	0	0	0	0	0	2	
ABB	TURBINE	0	6	1	0	0	2	8	1	0	0	0	18	
ABB TOTAL		466	989	257	67	264	88	130	32	2	0	21	2316	
BAD	CHEATER METER	0	1	0	0	0	0	0	0	0	0	0	1	
BAD	DISPLACEMENT	0	1	0	0	0	0	0	0	0	0	0	1	
BAD	TURBINE	0	0	0	0	1	23	6	5	0	0	0	35	
BAD TOTAL		0	2	0	0	1	23	6	5	0	0	0	37	
INV	CHEATER METER	16	0	1	0	0	0	1	0	0	0	0	18	
INV	COMPOUND	0	1	0	0	4	10	7	2	0	0	0	24	
INV	DIS	124	17	11	5	9	0	1	0	0	0	0	167	
INV	DISPLACEMENT	37283	478	543	205	521	17	5	1	0	0	15	39068	
INV	DOMESTIC&FIRE SVC	0	0	0	0	0	0	0	0	1	0	0	1	
INV	FIRE SERVICE METER	1	0	0	0	0	0	0	1	0	0	0	2	
INV	MULTI-JET	18	0	0	0	1	0	0	0	0	0	0	19	
INV	PD	3	0	1	0	3	0	0	0	0	0	0	7	
INV	TURBINE	0	0	0	0	1	0	0	0	0	0	0	1	
INV TOTAL		37445	496	556	210	539	27	14	4	1	0	15	39307	
NEP	CHEATER METER	20	9	0	0	0	0	0	0	0	0	0	29	
NEP	COMPOUND	25	95	6	0	16	66	71	12	1	0	8	300	
NEP	DIS	0	9	5	0	0	0	0	0	0	0	0	14	
NEP	DISPLACEMENT	177	5323	588	122	256	17	6	2	0	0	34	6525	
NEP	FIRE SERVICE METER	0	0	0	0	0	0	0	0	0	1	0	1	
NEP	TURBINE	1	6	0	0	2	39	12	5	1	0	0	66	
NEP TOTAL		223	5442	599	122	274	122	89	19	2	1	42	6935	
NEPOLD	TURBINE	0	0	0	0	0	1	1	0	0	0	0	2	
NEPOLD TOTAL		0	0	0	0	0	1	1	0	0	0	0	2	
PREC	DISPLACEMENT	3	2	1	0	1	0	1	0	0	0	0	8	
PREC	MULTI-JET	0	0	0	0	1	0	0	0	0	0	0	1	
PREC	TURBINE	0	0	0	0	0	1	0	0	0	0	0	1	
PREC TOTAL		3	2	1	0	2	1	1	0	0	0	0	10	
SCH	COMPOUND	0	0	0	0	0	1	0	0	0	0	0	1	
SCH	DISPLACEMENT	1	0	0	0	0	0	0	0	0	0	0	1	
SCH		0	0	0	0	0	0	0	0	0	0	0	0	
SCH TOTAL		1	0	0	0	0	1	0	0	0	0	0	2	
SEN	CHEATER METER	27	1	0	0	0	0	0	0	0	0	1	29	
SEN	COMPOUND	1	2	0	2	35	82	94	31	2	0	3	252	
SEN	DIS	0	0	0	0	0	0	0	0	0	0	1	1	
SEN	DISPLACEMENT	4649	2120	50	43	111	21	8	2	1	0	113	7118	
SEN	DOMESTIC&FIRE SVC	0	0	0	0	1	0	0	1	0	0	0	2	
SEN	FIRE SERVICE METER	1	0	0	0	1	0	0	3	0	0	0	5	
SEN	MULTI-JET	0	1	0	0	0	0	0	0	0	0	0	1	
SEN	OMNI C2	0	0	0	0	1	1	0	0	0	0	0	2	
SEN	TURBINE	0	0	0	0	1	17	10	6	1	0	1	36	
SEN TOTAL		4678	2124	50	45	150	121	112	43	4	0	119	7446	
SENOLD	COMPOUND	0	0	0	0	0	0	0	1	0	0	0	1	
SENOLD	TURBINE	0	0	0	0	0	0	1	0	0	0	0	1	
SENOLD TOTAL		0	0	0	0	0	0	1	1	0	0	0	2	
SENSUS	COMPOUND	0	0	0	0	1	0	0	0	0	0	0	1	
SENSUS	DISPLACEMENT	2	0	0	0	0	0	0	0	0	0	0	2	
SENSUS TOTAL		2	0	0	0	1	0	0	0	0	0	0	3	
GRAND TOTAL		42818	9055	1463	444	1231	384	354	104	9	1	197	56060	

Schedule 2 - A - DRAFT Trouble Codes/Text Report

Problem Description Field		
Can't Find Meter		
Damaged Wiring		
Manual Meter		
Manually Read Tch. Read		
Meter backwards		
Meter not on Route		
Meter Stopped at 9		
Pit Lid Damaged		
Register Malfunction		
Touchpad Mounting		
TouchRead-No Read		
Landscaped Over		
No Access-Blocked		
No Access-Construction		
No Access-Dog		
No Access-Locked		
No Access-Loced / CANT		
No Access Overgrown		
No Access-Parked Car		
Can't Find Meter		
Damaged Wiring		
Lens Damaged / Fogged		
Manual Meter		
Manually Read TchRd		
Manually Read TchRd/adde		
Meter not on Route		
Meter Removed?		
Meter Stopped		
Meter Stopped at Zero		
No Hole to Lift Lid		
Pit Flooded		
Pit Full of Debris		
Pit Lid Damaged		
Register Malfunction		
Relocate TouchPad		
Too Deep to Read		
Too Heavy to Lift		
Touchpad Mounting		
TouchRead-No Read		
Vacant Lot		
Landscaped Over		
No Access-Blocked		
No Access-Construction		
No Access-Dog		
No Access-Locked		
No Access-Overgrown		
No Access-Parked Car		
Can't Find Meter		
Hazard		
Landscaped Over		
Lens Damaged/Fogged		
Manually Read TchRd		
Meter Broken		
Meter not on Route		
Meter Removed?		
No Access-Blocked		
No Access-Locked		
No Access-Overgrown		
No Access-Parked Car		
Pit Flooded		
Pit Full of Debris		
Pit Lid Damaged		
Pit Lid Stuck		
Register Malfunction		
Too Deep to Read		
Too Heavy to Lift		
Touchpad Mounting		
TouchRead-No Read		
Wrong Reading		

SCHEDULE 3 - A - METERED WATER SERVICES AREAS

2010 Metered Water Service Areas



CITY OF SURREY

Finance & Technology Department
Property Tax & Utility Section

14245 - 56th Avenue
Surrey, British Columbia
Canada V3X 3A2

Phone: (604) 591-4181
Fax: (604) 591-4488



SCHEDULE B – SAMPLE CONTRACT



AGREEMENT

between

CITY OF SURREY

and

[CONTRACTOR]

for

WATER METER READING SERVICES

REFERENCE No.: 1220-030-2011-035

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APPENDIX 8 – CONTRACTOR’S TECHNICAL PROPOSAL

METER READING SERVICES - AGREEMENT

AGREEMENT No.: 1220-030-2011-035

BETWEEN:

CITY OF SURREY
14245 – 56 Avenue
Surrey, B.C. V3X 3A2
(the “City”)

AND:

(*Insert Full Legal Name of Contractor*)
(the “Contractor”)

WHEREAS the Contractor wishes to undertake the following project for the benefit of the City: the provision of the City’s residential, industrial, commercial and institutional water meter reading services for the City’s Finance and Technology Dept., Taxation & Cash Management Section and Engineering Dept., Utilities & Transportation Division, Water Section. The Services are generally described in Appendix 1 – Services, Appendix 1-A – Summary of Meter Types, and Appendix 1-B – Trouble Codes/Text Report.

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. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

“**Calendar Year**” means the time period from January 1st to December 31st;

“**Disbursements**” has the meaning set out in section 5.3;

“**Dispute**” has the meaning set out in section 14.1;

“**Fees**” has the meaning set out in section 5.1;

“**Indemnitees**” has the meaning set out in section 7.1;

“**Invoice**” has the meaning set out in section 5.2(a);

“**Services**” has the meaning set out in section 2.1;

“**Term**” has the meaning set out in section 2.5; and

“**Time Schedule**” has the meaning set out in section 2.6.

“**Year of the Term**” as used herein shall mean each twelve-month period January 1st, to December 31st.

1.2 Appendices

The following attached Appendices are a part of this agreement:

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 1-A – Summary of Meter Types;
- (c) Appendix 1-B – Trouble Codes/Text Report;
- (d) Appendix 1-C – Metered Water Service Areas
- (e) Appendix 2 – Fees and Payment;
- (f) Appendix 3 – Time Schedule;
- (g) Appendix 4 – Personnel and Sub-Contractors;
- (h) Appendix 5 – Additional Services;
- (i) Appendix 6 – Prime Contractor Designation;
- (j) Appendix 7 – Risk, Health & Safety; and
- (k) Appendix 8 – Contractor’s Technical Proposal

2. SERVICES

2.1 Services

The City hereby retains the Contractor to provide the professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”).

2.2 Amendment of Services

The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

2.3 Additional Services

The Contractor will, if requested in writing by the City, perform additional services. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional services in excess of the scope of services requested in writing by the City.

2.4 Standard of Care

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 provide the Services.

2.5 Term

The Contractor will provide the Services for the period commencing on (January 01, 2012) and terminating on (December 31, 2012) (the "**Term**").

The City may at any time prior to 90 (ninety) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) one year periods. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties

2.6 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

3. PERSONNEL

3.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in Appendix 4, and the Contractor will not remove any such listed personnel or sub-contractors from the 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.

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 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 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 Services. Every vehicle used by the Contractor in the course of performing the services shall identify the Contractor by name and telephone number.

4.2 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 performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the “**Fees**”). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees, Disbursements, and HST will not exceed the amount of \$_____ without the prior written approval of the City.

5.2 Payment

Subject to applicable legislation, and provided the Contractor is not in default under any provisions of this agreement:

(a) the Contractor will submit an invoice (the “**Invoice**”) to the City requesting the payment of the portion of the Fees relating to the Services provided during the previous meter read cycle, and including the following information:

- (1) an invoice number;
- (2) the Contractor’s name, address and telephone number;
- (3) the City’s reference [contract and/or purchase order number for Services;
- (4) taxes [if any];
- (5) grand total;

- (b) the Contractor shall provide to the City performance documentation as may be required, in support of the completed Services, materials and products covered by the Invoice and a letter(s) from any Sub-contractor(s) stating that they have received full payment for all materials supplied and services rendered by that Sub-contractor. **If this back up is not provided, the City may not approve an invoice for payment until such back-up documentation is provided;**
- (c) payments made hereunder are subject to such adjustment as may be necessitated following City verification of the accuracy of amounts billed and to such adjustments as may be required. Such payments are further subject to deductions for such liquidated damages to which the City may be entitled pursuant to the clause entitled "Liquidated Damages";
- (d) 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 completes the Services; and,
- (e) 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, net of the cash discount.

Invoices will be submitted by the Contractor by mail to:

Name:

Address:

5.3 Disbursements

In addition to the Fees, the City will reimburse the Contractor for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in Appendix 2 which the Contractor, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

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.

For avoidance of doubt, the Contractor is required to provide at their expense all Contractors' personnel transportation to and from all job sites. This includes any transportation required between job sites. No Contractor's personnel will be permitted to ride in or on City vehicles.

5.4 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete.

5.5 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.

5.6 Fees Adjustment

The parties agree that all fees as set out in Appendix 2 will remain firm **until the first anniversary of the date of the execution of the Agreement** and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year. **The Contractor will be responsible to request this fee adjustment.**

5.7 Liquidated Damages

If the Contractor fails to satisfactorily perform any item of the Services set forth in the specifications at the frequencies therein state the payment hereunder shall be reduced by an amount of \$500 per day that the meter reading data is late.

Charges For Meter Reading Quality/Miscellaneous Errors	
<ul style="list-style-type: none"> • Read Quality within Tolerances • Non-Locatable/Inaccessible * • Work Order Appropriate/Accurate 	NONE
<ul style="list-style-type: none"> • Quality/Miscellaneous Errors Identified and Verified by the City 	\$20.00 per Instance/Error.
<ul style="list-style-type: none"> • fails to satisfactorily perform any item of the Services set forth in the specifications including meter reading data is late. 	\$500 per day.
<p>*All meters not found or inaccessible shall be reported to the City for location or maintenance by entering the proper work order codes in the handheld electronic reading devices.</p>	

6. CITY RESPONSIBILITIES

6.1 City Information

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 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.

6.2 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.

6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the 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 of the Services.

7. INSURANCE AND DAMAGES

7.1 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.

7.2 Survival of Indemnity

The indemnity described in section 7.1 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.

7.3 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, 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; and
- (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) professional errors and omissions insurance in an amount not less than 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.

7.4 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 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.

7.5 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.

7.6 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.

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 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 Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 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:

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

8.3 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.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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.

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 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 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 Services.

10.2 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.

10.3 Return of Property

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. USE OF WORK PRODUCT

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.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

12.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in **Appendix 4** of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

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 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 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 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 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: |

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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 transmission.

16.12 Special conditions

A. Bid Bonds

BID BONDS ARE **NOT** REQUIRED.

B. Performance Security

- .1 Before the Agreement takes effect, the Contractor shall at its sole expense furnish to the City, Security in the form of a "Performance Bond", or an "Irrevocable Standby Commercial Letter of Credit", or "Certified Funds" in the amount of **50% of the total proposal price** within ten (10) days of notice of award, in the form satisfactory to the City as a guarantee for the due and faithful performance of the Contract by the Contractor. Such a bond must be issued by a surety company licensed to transact business in the Province of British Columbia and must be in a form and contain terms satisfactory to the City. At no time will the Performance Bond be released until the described Services has been completed and satisfactorily performed.
- .2 The City may draw on the security required, to carry out or complete the project(s), if such is not completed to the City's satisfaction within the Term of execution of an agreement.
- .3 The Performance Bond required under this section shall be renewed automatically annually, within thirty (30) calendar days of the end of the Term of the Contract. Failure to renew the Performance Bond, or letter of Credit within thirty (30) calendar days of the end of each contract term shall result in the City cashing the Performance Bond, letter of credit and holding the proceeds in place of the Performance Bond, letter of credit.
- .4 The City may draw down on the security required to remedy any breach of the Agreement and any damages resulting as a result of said breach of the agreement by the Contractor.
- .5 The City shall not be responsible nor shall it pay to the Contractor any interest on the Security.
- .6 The costs attributed for the provision of such Performance Security shall be included in the Total Proposal Price.
- .7 Proponent is required to provide a provide consent of surety issued by a surety company licensed to transact business in the Province of British Columbia and must be in a form and contain terms satisfactory to the City.

C. Labour and Material Payment Bond

- .1 Before the Agreement takes effect, the Contractor shall at its sole expense furnish to the City, Security in the form of a "Labour and Material Payment Bond", or an "Irrevocable Standby Commercial Letter of Credit", or "Certified Funds" in the amount of **50% of the total proposal price** within ten [10] days of notice of award, in the form satisfactory to the City. Such bond must be issued by a surety company licensed to transact business in the Province of British Columbia in a form and contain terms satisfactory to the City. At no time will the Labour and Materials Payment Bond be released until the described Services has been completed and satisfactorily performed.
- .2 The City shall not be responsible nor shall it pay to the Contractor any interest on the Security
- .3 The costs attributed for the provision of such Labour and Materials Payment Bond shall be included in the Total Proposal Price.
- .4 Proponent is required to provide a provide consent of surety issued by a surety company licensed to transact business in the Province of British Columbia and must be in a form and contain terms satisfactory to the City.

16.13 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.

[OPTIONAL – SPECIAL CONDITIONS]

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

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the City of Surrey this ____ day of _____, 20__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

MAY 21, 2009

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Appendices 1 through 8 will be inserted here if an agreement is assembled for execution, including the RFP and the successful Proposal.

APPENDIX 1 – SCOPE OF SERVICES;

APPENDIX 1-A – SUMMARY OF METER TYPES;

APPENDIX 1-B – TROUBLE CODES/TEXT REPORT;

APPENDIX 1-C – METERED WATER SERVICE AREAS;

APPENDIX 2 – FEES AND PAYMENT;

APPENDIX 3 – TIME SCHEDULE;

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS;

APPENDIX 5 – ADDITIONAL SERVICES;

APPENDIX 6 – PRIME CONTRACTOR DESIGNATION;

APPENDIX 7 – RISK, HEALTH & SAFETY; AND

APPENDIX 8 – CONTRACTOR'S TECHNICAL PROPOSAL

SCHEDULE C – FORM OF PROPOSAL

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Water Meter Reading Services

RFP Reference No.: **1220-030-2011-035**

Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

ACTING, PURCHASING & AP MANAGER

Finance & Technology Dept.,
Purchasing Section,
City of Surrey,
6645 – 148 Street,
Surrey, B.C. Canada V3S 3C7.

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 posted on the City Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to 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:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Technical Proposal (Services);
- Schedule C-4 – Proponent’s Technical Proposal (Schedule); and
- Schedule C-5 – 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 Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime

SCHEDULE C – FORM OF PROPOSAL

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 _____, 20__.

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)

SCHEDULE C – FORM OF PROPOSAL

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule “B”. 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)

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 Contract 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 business license;
- e) If the Proponent’s Goods and Services are subject to HST, the Proponent’s HST Number is _____; and
- f) If the Proponent 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)

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

Section	Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C – FORM OF PROPOSAL

- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name:

--

Experience:

Dates:	
Project Name:	
Responsibility:	

Dates:	
Project Name:	
Responsibility:	

Dates:	
Project Name:	
Responsibility:	

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents will prepare and submit concise written responses and illustrations to the following questions that enable a clear understanding and evaluation of the Proponent's capabilities, knowledge, experience, and resources.

1. TECHNICAL QUALIFICATIONS AND APPROACH

A. Scope of Work

(i) provide a detailed description of your proposed water meter reading and data management processes to demonstrate a satisfactory water meter reading program; including, but not limited to the following elements:

- Reading direct-read meters;
- Reading meter equipped with EMR;
- Account verification / data acquisition, validation and transfer;
- Special reads;
- Customer service relating to the meter reading;
- Obtaining all necessary regulatory approvals relating to the project (except as otherwise set out in this RFP);

this description to include what work will be done, and what work will not be done;

- (ii) discuss alternatives to the City recommended plan for achieving the same objective;
- (iii) demonstrate that your organization has an established quality control and quality assurance plan, for identifying and preventing deficiencies in the quality of services. This plan will outline the scope of the activities, the level of resources needed, and related responsibilities in sufficient detail to enable the Evaluation Team to assess the plan; and,
- (iv) specify what standard management reports are available with your software. Provide examples of standard management reports you could provide. Standard reporting should be provided to the City electronically in excel or access format [i.e. no read reports, including readers' comments, register serial number, time read, etc.].

B. Description of Work

- (i) provide details of how and when your plan will be put into action. Describe the methodology your firm will employ to ensure the successful planning, management, control, completion and appropriate assignment of resources. Determining and establishing performance baselines, and tracking, measuring and reporting [new technologies to improve productivity and reduce auditing errors]. While the City is generally satisfied with the meter reading process as described in this RFP, Proponents are encouraged to propose a meter reading program that improves on the current system; and,
- (ii) description of meter reading equipment, hardware and meter reading management system software.

SCHEDULE C – FORM OF PROPOSAL

C. Project Organization

- (i) provide a brief historical perspective on your company [years in business, accounting and operational control, technical skills, key industry innovations, etc]. Indicate how water meter reading services fits within your corporate structure. What factors differentiate your firm from others offering similar services;
- (ii) demand [additional workload] for your services increases, please describe your plan to ensure that the City will continue to receive the meter reading services it requires in the future and that additional staff have the expertise to support this additional workload;
- (iii) proposed modifications to the City's routing system, list, if any; and,
- (iv) information on your communications resources, including on-line internet access [the technical ability to send jpeg files with statistical information and digital pictures (before and after)], cell phones, two-way radio communications, use of hand held computers, to maintain contact with the City and in the event of an accident will allow for immediate contact with emergency response units. This will include the ability to have complaint messages left 24 hours per day.

D. Experiences and Past Performances

- (i) identify at least three projects of a size, scope and nature similar to that contemplated by the City, which you have undertaken in the past three (3) years. The City reserves the right to use this information in the evaluation process.

N.B. - The City will evaluate the relative merits of each Proponents past performance to assess performance risk for this project. The City reserves the right to consider all aspects of a Proponents performance history, but will attribute significance to work that is similar in nature, magnitude and complexity. Assessment of past performance will include:

- (i) Quality of Services;
 - (ii) Demonstrated ability to meet schedules;
 - (iii) Demonstrated knowledge of traffic control principles;
 - (iv) Communication;
 - (v) Management excellence;
 - (vi) Customer satisfaction; and,
- (ii) identify if your organization has won awards or received citations for outstanding performances or excellent workmanship [i.e. letters, certifications and endorsements from recognized authorities or previous customers are excellent validations of your organization's capabilities.]

2. MANAGEMENT PROPOSAL

- (a) staffing plan, that identifies the key personnel who will be responsible for the Services;
- (b) describe their technical, professional and managerial qualifications, experience and accomplishments;

SCHEDULE C – FORM OF PROPOSAL

- (c) include an organizational chart showing the relationships among those who will do the work;
- (d) identify the functions and work responsibilities of each member of the team; and,
- (e) description of the work to be performed by the Proponent's own resources, and work that will be performed by sub-contracted organizations (if applicable). [N.B. When names of some individuals, such as subcontractors, are not known at the time of preparing the Proposal or when resumes are not available for those individuals, you can prepare a job description with appropriate qualifications or skills for those positions and include it in the Proposal.]

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (SCHEDULE)

The Contractor will perform the Services during the Time Schedule as set out in this Schedule. The exact start and finish times for the Services will be agreed upon between the City and the Contractor. All work shall be started and completed at approximately the same time in each time period, unless otherwise specified or agreed to by the City.

The Proponent shall notify the City of his work schedule twenty-four (24) hours in advance. The hours of work will be limited between 8:00 a.m. and 6:00 p.m. Monday through Saturday, or as approved by the City. Weekend work will be considered upon written notice received by the City. Overtime rates do not apply to scheduled work within the agreement. The City shall be informed one week in advance of any stoppage or restart of the work.

SCHEDULE C – FORM OF PROPOSAL

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

The Proponent proposes to furnish having become familiar with all conditions that affect the execution of the Services all labour, materials, equipment, including disbursements and any data management fees and report fees and do all work necessary for and reasonably incidental for, complete meter reading service all as specified in the RFP documents, for the consideration of the unit prices as set out below which forms part of this Proposal.

Proponents are to provide:

- unit rates that are to be fixed and inclusive of all fees and charges applicable to any services offered;
- unit rates and charges exclusive of Harmonized Sales Tax (HST); and,
- unit rates and charges on the basis of an initial agreement term of 3 years.

Table A: Proposed Pricing Structure

Item No.	
1.	Unit Rate: \$ _____ Per Meter Read
	account reads annually = \$ _____
2.	Unit Rate \$ _____ Per Special Meter Read
	account reads annually = \$ _____
Sub Total	(=) \$ _____ (Sum of lines #1 & #2)
Plus 12% HST	\$ _____
TOTAL PROPOSAL PRICE:	\$ _____

It is understood that the number of meters set forth in Schedule A-Scope of Services is for Proposal comparison purposes only and not intended as and shall not be deemed to be a representation or guarantee by the City that said number of meters will in fact be the amount of meters to be provided under an agreement. Each Contractor by submitting its Proposal herein hereby expressly agrees that it has not relied upon the said statement of meters as the amount of meters to be provided and each Contractor hereby releases the City from any and all obligations, responsibilities and claims of any kind or nature with respect to the same.

The Contractor shall enter "Per Meter Read" prices above.

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

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Payment Terms:

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