



# Corporation of the City of NEW WESTMINSTER

## REQUEST FOR PROPOSAL

**NWRFP-14-33**

### Flagging and Traffic Control Services

**Closing Time:**

Friday, December 12, 2014  
3:00 PM, Local Time, Vancouver BC

**Closing Location:**

Main Reception Desk  
City of New Westminster  
511 Royal Avenue,  
New Westminster, BC, V3L 1H9

**Further requests for information :**

**Purchasing: Ron Gidda**

Purchasing Supervisor  
Telephone: 604-517-5406  
Facsimile: 604-527-7783  
Email: rgidda@newwestcity.ca

<b>COMPANY NAME</b>			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
<u>Signature:</u> by officer with express authority to enter into contract		Dated	

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**TABLE OF CONTENTS**

**1.0 DEFINITIONS ..... 3**

**2.0 INTRODUCTION..... 3**

**3.0 PROPOSAL INSTRUCTIONS..... 3**

**4.0 ADDENDA..... 4**

**5.0 GENERAL CONDITIONS ..... 4**

    5.1 Ownership Of Proposals And Freedom Of Information ..... 4

    5.2 Confidentiality of City Information ..... 5

    5.3 Proponent’s Expenses ..... 5

    5.4 Compliance With Laws and Regulations ..... 5

    5.5 Contacting City Representatives ..... 5

    5.6 Client / Service Agreement ..... 5

    5.7 Insurance ..... 5

    5.8 Permits And Licenses..... 5

    5.9 Conflict of Interest ..... 5

    5.10 Living Wage Policy..... 6

**6.0 TERMS OF REFERENCE ..... Error! Bookmark not defined.**

**7.0 BACKGROUND..... 7**

**8.0 PROPONENT QUALIFICATIONS ..... 7**

**9.0 SCOPE OF WORK..... 7**

**10.0 LOCATION OF PROPOSED WORK..... Error! Bookmark not defined.**

**11.0 PERSONNEL AVAILABILITY..... 8**

**12.0 SCHEDULE OF RATES..... 8**

**13.0 REFERENCES ..... 8**

**14.0 INSURANCE..... 8**

**15.0 PROPOSAL FORMAT AND PREPARATION ..... Error! Bookmark not defined.**

**16.0 PROPOSAL EVALUATION AND SELECTION..... 9**

  

Appendix A – Living Wage Declaration ..... 2 Pages

Appendix B – Consulting Services Agreement ..... 5 Pages

Appendix C – Bid Form..... 2 Pages

Appendix D – References ..... 2 Pages

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

### **1.0 DEFINITIONS**

**“Services Agreement” “Agreement” “Contract”** means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

**“City” “Owner”** means City of New Westminster.

**“Consultant” “Contractor” “Project Manager”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **“Consultant” “Contractor” “Project Manager”** and **“Proponent”** are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Flagging and Traffic Management Services.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for, and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** mean a requirement that must be met.

### **2.0 INTRODUCTION**

The City invites Proposals from experienced Flagging and Traffic Control service contractors. The City requires work to be done within the City’s boundaries on an “as and when needed” basis for a duration of (2) years with the option for a (1) one year extension.

### **3.0 PROPOSAL INSTRUCTIONS**

One (1) electronic and three (3) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

**NWRFP-14-33**  
**Flagging and Traffic Control Services**  
 Attention: Purchasing Supervisor

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City may nevertheless choose to consider late Proposals. The City does not accept facsimile, electronic mail, or other unsealed submissions.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Purchasing Manager New Westminster, email: rgidda@newwestcity.ca

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

### **4.0 ADDENDA**

- 4.1 Should addenda to the Request for Proposal documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 4.2 Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.
- 4.3 All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.
- 4.4 Failure to acknowledge any Addenda may result in disqualification of the Proponent.

### **5.0 GENERAL CONDITIONS**

#### **5.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned. Proponents should also be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). A proponent may stipulate in their proposal that portion of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

### **5.2 CONFIDENTIALITY OF CITY INFORMATION**

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

### **5.3 PROPONENT'S EXPENSES**

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **5.4 COMPLIANCE WITH LAWS AND REGULATIONS**

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Contractor are the responsibility of the Contractor.

### **5.5 CONTACTING CITY REPRESENTATIVES**

Proponents shall not contact City elected officials, officers, or employees directly or indirectly regarding this RFP except as indicated in this RFP. Contact of City elected officials, officers, or employees regarding this RFP may be cause for rejection of the Proposal, as this will be viewed as one Proponent seeking an unfair advantage over other Proponents

### **5.6 CLIENT / SERVICE AGREEMENT**

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the City's Consulting Services Agreement attached in Appendix B.

### **5.7 INSURANCE**

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Commercial General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;
- b) Motor Vehicle Insurance including property damage and bodily injury not less than five million dollars (\$5,000,000) per accident per vehicle

### **5.8 PERMITS AND LICENSES**

The successful Proponent is required to obtain a City of New Westminster Business license prior to commencement of work.

### **5.9 CONFLICT OF INTEREST**

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 5.10 LIVING WAGE POLICY

Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2014 for the Lower Mainland is \$20.10, assuming the employer provides no benefits.

In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.

Please review the City’s [Living Wage Policy](#) for further information.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

### **6.0 BACKGROUND**

- 6.1** Throughout the year, the City undertakes projects utilizing City staff that require traffic control and flagging services. These projects involving flagging, traffic control and temporary closures are typically initiated by the City's Engineering Operations or Electrical Operations Departments.
- 6.2** To facilitate these requirements the City requires qualified Traffic Control Contractors on an "as and when required" basis as directed by City staff.
- 6.3** The City will retain a qualified traffic control contractor as the primary service provider but may use the services of an alternate qualified traffic control contractor if the primary service provider is unable to supply the required service needs including personnel, scheduling and equipment.

### **7.0 PROPONENT QUALIFICATIONS**

- 7.1** The Proponents must be able to show that it has carried out this type of work within the past five (5) years for a public organization.
- 7.2** All personnel provided for traffic control must be fully trained and certified in traffic control procedures.
- 7.3** All equipment must be fully licensed and insurance is current.
- 7.4** Operators of hired vehicles must hold valid BC drivers licence for class of vehicle being driven.
- 7.5** Unsuitable personnel may be replaced upon direction of the City representative for a particular assignment. Determination of suitability will be at the discretion of the City.
- 7.6** An updated and complete list of the contractor's personnel and their qualifications must be maintained and provided to the City upon request.

### **8.0 SCOPE OF WORK**

- 8.1** The traffic control work is to be performed within the boundaries of the City of New Westminster.
- 8.2** The services will include, but is not limited to, the provision of temporary traffic control services generally consisting of:
- a) Job site flagging;
  - b) The preparation of detailed traffic management plans (TMPs) for both vehicular traffic and/or pedestrian traffic which includes but is not limited to the following:
    - 1) Traffic management plan without detour;
    - 2) Traffic management plan with detour;
    - 3) Traffic management plan for side walk closures.
- 8.3** The traffic control contractor will be required to submit a "Traffic Management Plan" for a project if requested by a City project representative for:
- a) Lane closures;
  - b) Detours;
  - c) Special events.
- \*\* Note: A Sample Traffic Control plan must be attached to the Proposal.
- 8.4** The Contractor will supply adequate personnel who are Certified in BC and are fully qualified and trained in traffic control procedures.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- 8.5** There is no implied guarantee of a minimum number of hours of work.
- 8.6** The Contractor should provide all labour, supervision, management, facilities, tools, equipment, supplies, fuel, and materials necessary, appropriate, or incidental to the proper and complete execution of the Services. An applicable schedule of rates must be included with the bid form attached.
- 8.7** Traffic control vehicles, employee transportation vehicles and mobile signboard trailers **will not** be invoiced unless requested by City staff in writing.
- 8.8** The Contractor will assume the full cost and responsibility for any damage or loss of their equipment. Sufficient measures to avoid damages or loss should be taken by the Contractor. Loss by theft, fire, accident or negligence, should also be the Contractor's responsibility and the Contractor should take appropriate precautions.
- 8.9** The City will not pay for or be invoiced for lunch breaks by traffic controllers.
- 8.10** Daily traffic control time sheets and invoices will require a detailed breakdown of costs and conform to City requirements.
- 8.11** Any Contract arising from this RFP process will be for a (2) two year term with the option for a (1) one year extension commencing January 1<sup>st</sup>, 2015.

### **9.0 PERSONNEL AVAILABILITY**

- 9.1** Traffic control services shall be available 24 hours per day, a minimum of 12-hour notice prior to the service needed will be given except on an emergency basis.
- 9.2** Transportation for the contractor's personnel shall be the responsibility of the contractor.

### **10.0 SCHEDULE OF RATES**

- 10.1** Payment for traffic control services shall be made at an inclusive rate per hour of work for the authorized hours of work.
- 10.2** City representative must authorize any additional equipment required and billed.
- 10.3** Travel time to and from the work site will not considered a billable expense to the City.

### **11.0 REFERENCES**

- 11.1** The Proposal will contain **three** references for which similar services were provided in the last (3) three years.

### **12.0 PROPOSAL FORMAT AND PREPARATION**

- 12.1** Proposals should not exceed twenty (20) pages in length excluding attached appendices. All Proposals must clearly identify:
- a) Understanding of work;
  - b) Approach;

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- c) Size of workforce;
- d) Unit rates for staff and equipment;
- e) Project Team/Experience.

### **13.0 PROPOSAL EVALUATION AND SELECTION**

- 13.1** The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.
- 13.2** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.
- 13.3** The City at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.
- 13.4** The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.
- 13.5** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 13.6** The City, in assessing best value:
- a. May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
  - b. Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
  - c. May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.
- 13.7** Proposals will be evaluated based on the following criteria (not listed in any order of importance):
- a. Evidence of the Proponent's ability to satisfactorily handle the type and volume of work required for the services;
  - b. The vendor's financial submission;
  - c. Any value-added services that extend beyond the minimum requirements;
  - d. Completeness of proposal; and
  - e. References.

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX A**

Declaration – Living Wage Employer

**CORPORATION OF THE CITY OF NEW WESTMINSTER**



**DECLARATION – LIVING WAGE EMPLOYER**

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX B**

Draft - Consulting Services Agreement

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**DRAFT CONTRACT FOR SERVICES AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_ 2014

**BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER**

511 Royal Avenue, New Westminster, BC, V3L 1H9  
(herein called the "City")

**AND: "CONTRACTOR"**

Address  
(herein called the "Contractor")

The City and the Contractor agree as follows:

**1.0 ARTICLE 1 – Engagement and Conflict of Interest**

- 1.1 The Contractor agrees to perform the Contracting Work (herein called the "Work") and provide all qualified personnel, services, materials, and such other things required by the General Conditions, General Requirements, Specifications, Scope of Work and Bid Form for (**enter tender / quote number**) for **Name of Work at Location, New Westminster**, submitted to the City ( **January 1, 2015**).
- 1.2 The Contractor's relationship with the City will be that of a Prime Contractor.
- 1.3 The Contractor will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- 1.4 The Contractor warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation's sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement, the Contractor will immediately inform the City in writing.

**2.0 ARTICLE 2 - Duration and Termination**

- 2.1 The Work shall commence January 1, 2015 and be complete by December 31, 2017, subject to further extension as agreed upon by the parties.
- 2.2 When the Contractor fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion, in writing.
- 2.3 Should the Contractor breach this agreement, either by abandonment, or by act or omission on their part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Contractor shall be paid only for Work performed up to the date of contravention.
- 2.4 Acts or omissions by the Contractor that shall justify termination of this Agreement shall include but not be limited to the following:
- a) neglect of duties;

## CORPORATION OF THE CITY OF NEW WESTMINSTER

- b) non-compliance of this Agreement;
- c) inability to perform the Work he represented himself as competent to perform;
- d) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

2.5 The agreement may be terminated by the City as follows:

- a) For Deficiency or Default - immediately by providing to the Contractor written notice of the deficiency or default after the Contractor has been given a reasonable opportunity to remedy said deficiency or default;
- b) Without Cause - by providing the Notice in writing to (as agreed upon).

2.6 Upon termination of the agreement, the City will pay the Contractor for work performed up to the effective date of termination. All other obligations of the City to the Contractor will terminate upon the termination or expiry of the agreement.

### **3.0 ARTICLE 3 - Non-Disclosure of Information**

3.1 The Contractor accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

### **4.0 ARTICLE 4 - Ownership of Contract Documents and Freedom of Information**

4.1 All documents submitted to the City of New Westminister become the property of the City, and as such, the City advises Contractors that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPPA)* and *Community Charter*. Contractors who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

### **5.0 ARTICLE 5 - Compliance with Applicable Laws**

5.1 The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the performance of the Work. The Contractor shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.

5.2 The Contractor will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Contractor will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Contractor starts the Work for the City and again before the City makes final payment to the Contractor.

5.3 The Contractor will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation Act*. Any WorkSafe BC violation by the Contractor may be

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, due to the actions of the Contractor are the responsibility of the Contractor.

### **6.0 ARTICLE 6 - Advertising and Publicity**

6.1 The Contractor shall submit to the City, all proposed advertising, or publicity material(s) referring to the City or the performance of the Work for written approval prior to issue.

### **7.0 ARTICLE 7 - Relationship**

7.1 It is expressly agreed, represented, and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Work and that the Contractor is not an employee, agent, or servant, of the City. Further, this Agreement does not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the Contractor will invoice the City according to the terms and conditions of this Agreement.

### **8.0 ARTICLE 8 - Fees**

8.1 In consideration of the performance of the Work, the City shall pay the Contractor the monies determined by the rates provided in NWRFP-14-33, not to exceed agreed pricing excluding the Goods and Services Tax (GST). This amount is the Maximum Authorized Expenditure. The City may increase this amount by issuing a written Change Order. The Change Order process will be as specified in General Condition 6.0.

### **9.0 ARTICLE 9 - Application for Payment**

9.1 The Contractor shall submit invoices to the City, Attention: Accounts Payable in accordance with General Conditions.

### **10.0 ARTICLE 10 - Assignments**

10.1 The Contractor may not assign this Agreement without the written consent of the City.

### **11.0 ARTICLE 11 – Agreement**

11.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

11.2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations, or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**THE AUTHORIZED SIGNATURE FOR  
THE CORPORATION OF THE CITY OF  
NEW WESTMINSTER:**

\_\_\_\_\_  
Roy Moulder, SCMP  
Purchasing Manager

Accepted and Agreed on  
\_\_\_\_\_, 2014

By  
**“CONTRACTOR”**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Office

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX C**

Pricing / Rates Form

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**PRICING / RATE FORM**

The Proponent offers to supply the work in accordance with the requirements addressed in this RFP and accept payment at the unit prices specified in the bid form. The Proponent declares that all information, which is provided to the City of New Westminster, is true and agrees to be bound by the information submitted. Prices shall not include GST.

A. Straight time rate per hour up to 8 hours per day Monday to Friday	\$ _____
B. Overtime rate per hour, All days of the week	\$ _____
C. Minimum number of hours charged for call out	_____
D. Minimum notification required for cancellation without charge	_____
E. List any additional equipment, vehicle or personnel costs that may apply	
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX D**

References Form

**PROPONENT'S INFORMATION**

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 1.0 Contractor Numbers

- 1.1 Contractor's WorkSafe BC Firm Number is \_\_\_\_\_
- 1.2 Contractor's City of New Westminister Business License Number is \_\_\_\_\_ (to be obtained before contract award)

### 2.0 References

#### 2.1 NOTE: Failure To Complete This Section May Result In Disqualification

2.2 Proponents shall provide sources for three (3) references (a company for whom work of a similar nature was done in the past three (3) years, including the City of New Westminister).

1 Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

2 Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

3 Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_