



REQUEST FOR QUOTATIONS

Title: Supply & Installation of a Warehouse Racking System
at the New Surrey Main Works Yard

Reference No.: 1220-040-2013-064

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	ADDRESS FOR DELIVERY	3
3.	DATE.....	3
4.	INQUIRIES.....	3
5.	ADDENDA.....	4
6.	DURATION OF QUOTATION.....	4
7.	NO CONTRACT.....	4
8.	ACCEPTANCE.....	4
9.	CONTRACTOR'S EXPENSES	4
10.	CONTRACTOR'S QUALIFICATIONS.....	5
11.	CONFLICT OF INTEREST	5
12.	SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	5
13.	CONFIDENTIALITY	5
14.	SIGNATURE	5
	ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT.....	6
	SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	22
	SCHEDULE A-1 – CONTRACT DRAWINGS	29
	SCHEDULE B – QUOTATION	30

REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

Contractors are invited to submit innovative solutions and the City encourages suggestions to improve the project.

2. ADDRESS FOR DELIVERY

The Contractor should submit their Quotation (use Schedule C to this RFQ) labeled with the Contractor's name, RFQ title and number in a single pdf file to the City by **email at:** purchasing@surrey.ca.

PDF emailed Quotations are preferred, but the Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. Respondents should reference the RFQ #1220-040-2013-064 in their email subject line.

If the Contractor also wants to submit a hard copy, the Contractor should submit one original unbound Quotation and two (2) copies (three in total) to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645 – 148th Street, Surrey, BC V3S 3C7
(Located at the intersection of 148th Street and 66A Avenue,
Surrey, BC)

Tel: 604-590-7274
Fax: 604-599-0956
Email for PDF files: purchasing@surrey.ca

3. DATE

The City would prefer to receive Quotations on or before Wednesday **October, 9th, 2013**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail: purchasing@surrey.ca

5. ADDENDA

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

6. DURATION OF QUOTATION

The Quotation will be open for acceptance by the City until:

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the City.

7. NO CONTRACT

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

8. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 6, the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed the agreement on behalf of the City. Delivery of the signed agreement by the City may be by fax or email.

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services. Tradesmen engaged in the performance of the Services shall be qualified in accordance with the requirements of the Tradesman Qualification Act and all pertinent licensing requirements required by the Ministry of Municipal Affairs.

11. CONFLICT OF INTEREST

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

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

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

13. CONFIDENTIALITY

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

14. SIGNATURE

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

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

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Supply & Installation of a Warehouse Racking System
at the New Surrey Main Works Yard

Reference No.: 1220-040-2013-064

FOR THE SUPPLY OF GOODS AND SERVICES

TABLE OF CONTENTS
DRAFT QUOTATION AGREEMENT

1. DEFINITIONS AND INTERPRETATION.....

2. GOODS AND SERVICES

3. TERM.....

4. TIME

5. FEES AND DISBURSEMENTS

6. PAYMENT

7. USE OF WORK PRODUCT

8. PERSONNEL AND SUBCONTRACTORS

9. LIMITED AUTHORITY.....

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11. WARRANTIES.....

12. INSURANCE AND DAMAGES.....

13. CITY RESPONSIBILITIES

14. DEFICIENCIES

15. DEFAULT AND TERMINATION.....

16. CURING DEFAULTS.....

17. DISPUTE RESOLUTION.....

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

19. BUSINESS LICENSE

20. GENERAL PROVISIONS FOR GOODS.....

21. COMPLIANCE

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

23. WAIVER

24. APPLICABLE LAW.....

25. NOTICES.....

26. MERGER AND SURVIVAL

27. ENTIRE AGREEMENT.....

28. SIGNATURE.....

29. ENUREMENT

SCHEDULE A – APPENDIX 1 - SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....

SCHEDULE A-1 – APPENDIX 1A - CONTRACT DRAWINGS.....

SCHEDULE B – QUOTATION

DRAFT QUOTATION AGREEMENT

Title: **Supply & Installation of a Warehouse Racking System at the New Surrey Main Works Yard**

Reference No: **1220-040-2013-064**

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue
Surrey, BC V3X 3A2

(the "**City**")

OF THE FIRST PART

AND:

(the "**Contractor**")

OF THE SECOND PART

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

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and payment of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (b) "**City**" means the City of Surrey;
- (c) "**Contractor**" means a contractor who is providing Goods and Services under this Agreement;
- (d) "**Disbursements**" means the actual out-of-pocket costs and expenses as identified in Section B-2, which the Contractor incurs in providing the Goods and Services;
- (e) "**Fees**" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "**Goods**" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "**Indemnities**" has the meaning described in Section 11.2;
- (h) "**RFQ**" means the Request for Quotations;
- (i) "**Services**" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "**Term**" has the meaning described in Section 3.1.

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) the RFQ; and
- (c) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods and Scope of Services;
Schedule A-1 – Contract Drawings; and
Schedule B – Quotation.

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A and as described in Schedule B.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Section B-2.
- 2.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Section B-2. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "**Term**").
- 3.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

- 5.1 The City will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone

number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

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

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 8.2 and 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

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

12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

12.3 Insurance by the City of Surrey

12.3.1 The City of Surrey will procure and, during the progress of the Services, maintain a "Wrap-Up" Commercial General Liability policy ("Wrap-Up Policy") and an All Risks Course of Construction insurance policy ("Builders Risk Policy") on a "wrap-up" basis including as named or unnamed insureds the City of Surrey, the City of Surrey' Consultant, the Contractor and its subcontractors, and all consultants, contractors and subcontractors who are directly engaged to perform part of the Services on the site, and their respective officers, directors and employees. Insurance coverage provided to the Contractor and its subcontractors under the policies will only apply to the Services performed for the agreement.

12.3.2 The City of Surrey will procure the Wrap-Up Policy and the Builders Risk Policy prior to commencement of work on site, unless the Contractor agrees to later dates.

12.3.3 The Contractor shall notify the City of Surrey's consultant and City of Surrey immediately where an incident occurs that may give rise to a claim. Where an accident occurs that gives rise to a claim, the Contractor shall, at the Contractor's cost, assist the City of Surrey to provide notices, proofs of loss and such other documentation as the insurer may require to process the claim under the Wrap-Up Policy or the Builders Risk Policy.

12.3.4 The Wrap-Up Policy and Builders Risk Policy will contain a waiver of subrogation against all named and unnamed insureds, including the City of Surrey, City of Surrey's consultant and Contractor, and against their respective consultants and subcontractors as well as the officers, directors and employees of the foregoing.

12.3.5 Exclusions under the Wrap-Up Policy and Builders Risk Policy will be those exclusions common to Commercial General Liability and Builders Risk policies designed specifically for the construction industry.

The exact wording of the exclusions will be as prescribed by the insurer and as accepted by the City of Surrey.

12.4 Wrap-Up Commercial General Liability Insurance

12.4.1 The Wrap-Up policy will provide coverage for damages because of bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the Contract, in an amount not less than **\$20,000,000** per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:

- a) broad form property damage;
- b) premises and operations liability;
- c) broad form completed operations and products liability;
- d) blanket contractual liability;
- e) contingent employer's liability;
- f) non-owned licensed motor vehicles (except those leased for a term in excess of 30 days) used in connection with the Work;
- g) cross liability clause;
- h) employees as additional insureds;
- i) sudden and accidental pollution **(\$2,000,000)**;
- j) medical payments;
- k) excavation, pile driving, shoring, blasting, underpinning and/or demolition work included; and
- l) DE4 – Design Exclusion.

12.4.2 The Wrap-Up policy will also include 36 months of completed operations coverage which will commence upon Substantial Completion of the project.

12.5 All Risks Course of Construction Insurance

12.5.1 The City of Surrey will procure and maintain a Builders Risk Policy in an amount not less than the Contract Price, covering the replacement value of property insured. This policy shall remain in force until Substantial Completion, or until the City of Surrey has arranged to have this completed project added to their property policy.

12.5.2 Deductibles per occurrence:

- (a) \$25,000 deductible with respect to Flood perils;
- (b) 5% deductible of the insured values at the time of loss with respect to Earthquake Perils, but not less than \$100,000;
- (c) \$10,000 for testing and commissioning;
- (d) \$10,000 for direct damage resulting from all other insured perils.

12.5.3 For property insured under the Builders Risk Policy stored at an off-site location or in transit, a limit of not less than the total of all values stored at any single location or the value of the largest single shipment transported by land to the Site if such shipment by land is not covered by marine cargo insurance.

12.5.4 Either the Builders Risk Policy, pursuant to its terms or by an endorsement to the Builders Risk Policy, or a separate "Riggers/Hook Liability" policy procured by the City of Surrey, will cover and insure the full value of material and equipment lifted on Site by cranes during the performance of the Work.

- 12.5.5 Either the Builders Risk Policy, pursuant to its terms or by an endorsement to the Builders Risk Policy, or a separate "Machinery Breakdown Insurance" policy procured by the City of Surrey will cover testing and commissioning for the full value of material and equipment which has been installed in the permanent position into the project and including for a period of sixty (60) days after testing and commission is complete and the equipment is in operation or the project is accepted whichever comes first.
- 12.5.6 In the event of a claim under the Builders Risk policy, the City of Surrey will act on behalf of the City of Surrey and the Contractor in adjusting the amount of the loss with the insurer and the Contractor will:
- a) repair the damage and complete the Work; and
 - b) be entitled to receive, in addition to the amounts previously paid under the Contract, the amount received from the insurer under the policy as compensation for the costs of correction, repair or replacement of those parts of the Work that were previously constructed by the Contractor and paid for by the City of Surrey.
- 12.5.7 Any such claim shall not affect the rights or obligations of either the City of Surrey or the Contractor except that the Contractor will be entitled to a reasonable extension of the Contract Time for the completion of the Work, which extension of time will be equal to the actual delay caused to the critical path for completion of the Work.

INSURANCE BY CONTRACTOR

12.6 Contractors Equipment

- 12.6.1 The Contractor and each Subcontractor shall, at its own expense, obtain and maintain until completion of the Contract "all risks" insurance covering all construction equipment owned or rented by them for which they may be responsible.

12.7 Motor Vehicles

- 12.7.1 The Contractor and each Subcontractor shall, at its own expense, obtain and maintain until completion of the Contract such insurance as will protect such Contractor or Subcontractor (and others driving any motor vehicles with their consent) against the liability imposed by law upon such Contractor or Subcontractor or other person, for loss or damage including without limitation property damage, personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work, on and off the site, whether owned, rented, leased, borrowed or otherwise by such Contractor or Subcontractor.
- 12.7.2 Without restricting the generality of the foregoing, the Contractor and all Subcontractors shall provide Standard Owner's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance as provided by the Insurance Corporation of British Columbia ("ICBC") in accordance with the Automobile Insurance Act, with minimum inclusive limits for bodily injury and property damage (third party) of not less than **\$5,000,000**. If the Contractor or its Subcontractors have equivalent insurance from an insurer other than ICBC, such insurance shall provide no less coverage than that provided by ICBC in accordance with the foregoing.
- 12.7.3 A confirmation of Insurance (APV47), or equivalent form acceptable to the City of Surrey, shall be provided by the Contractor and each Subcontractor.

12.8 Other Insurance

- 12.8.1 The Contractor and each Subcontractor shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

12.8.2 The Contractor at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the City of Surrey as the Contractor considers necessary to fully protect and indemnify the Contractor against any liability in excess of the coverage provided pursuant to the aforesaid policies procured by the City of Surrey.

12.9 Additional Insureds and Waiver of Subrogation

12.9.1 All insurance provided by the Contractor and the Subcontractors, other than Workers' Compensation, Automobile insurance and professional errors and omissions insurance, shall:

- a) have added as named insureds or additional insureds the City of Surrey, the City of Surrey' Consultant, the Contractor and their respective consultants and subcontractors engaged in any part of the performance of the Contract, and their respective directors, officers, employees, servants, agents, partners, parents, subsidiaries, affiliated or related firms;
- b) contain a waiver of subrogation as against all Named Insureds;
- c) contain a breach of warranty provision whereby a breach of a condition by the Contractor or any Subcontractor will not eliminate or reduce coverage for any other insured; and
- d) except for any excess Commercial General Liability insurance, be primary insurance with respect to any similar coverage provided by insurance procured by or available to the City of Surrey.

12.10 Cancellation

12.10.1 All insurance provided by the Contractor and the Subcontractors, other than workers' compensation and automobile insurance, shall contain endorsements on the following terms:

NOTICE: It is hereby understood and agreed that this policy will not be cancelled, reduced, materially altered or amended without the Insurer(s) giving at least thirty (30) days prior written notice by Registered Mail to the City of Surrey.

12.11 Deductibles

12.11.1 All deductibles will be paid by the Contractor, except for claims arising out of damage caused by earthquake or floods (provided that for floods caused or worsened by the activities of the Contractor, the Contractor shall pay the deductible) and except to the extent that claims arise out of the negligence of the City of Surrey, in which case the City of Surrey will pay only that proportion of the deductible which represents the proportion of contributory fault of the City of Surrey.

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

13. CITY RESPONSIBILITIES

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

13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the 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.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) 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
 - (d) 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.
- 15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor 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.

- 18.2 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.
- 18.3 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 Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor 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.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 18.7 The Contractor understands and undertakes to comply with all 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.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

- 20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:
"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com"
- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

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

21. COMPLIANCE

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

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

25.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

27.1 This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

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

28. SIGNATURE

28.1 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

- END OF PAGE -

29. ENUREMENT

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

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this agreement to be executed as of the date set out above written.

This Quotation 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 Quotation 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)

**SCHEDULE A – APPENDIX 1
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

1. Description of Goods and Scope of Services

The purpose of this specification is to generally describe the supply and installation of a warehouse racking system in the new Surrey Main Works Yard facility located at 6677 – 148 Street, Surrey, BC based on the specifications, drawings and guidelines provided herein.

All work performed shall be in compliance with applicable codes, standards, regulations, by-laws and authorities having jurisdiction.

Specifications

- Supply & install heavy duty metal pallet racking system in the warehouse building at the new Surrey Main Works Yard facility.
- The racking system shall be designed and installed such that it is seismically restraint.
- The Contractor should provide signed and sealed drawings along with required schedules for building permit submission.
- The Contractor will provide the services in full compliance with all applicable laws, standards, building codes and regulations and authorities having jurisdiction.
- The Contractor will coordinate with the Consultants the requirements for egress/exiting, life safety, integration of sprinkler systems prior to finalizing the racking system design and building permit submission.
- The Contractor will provide detailed shop drawings and calculations, which includes racking layout and details for racking system connections to the building's slab on grade and structural members. The shop drawings shall be submitted and approved by the Consultant and the City prior to the start of on-site work.
- The Contractor will coordinate in advance with the General Contractor and the City the delivery of racking systems and materials to the site.
- The Contractor will coordinate in advance with the General Contractor and the City the installation date of the racking system.
- The racking system shall be pallet conducive and have adjustable shelving.
- The racks shall be capable to be used with handling equipment such as fork trucks, side loaders, hand trucks, and other related equipment.
- Racking system shall have high quality powder coating, rust preventative finish.
- Dimensions are as follows:
 - 6" beams, 12' lengths between support columns
 - ¾" plywood shelving, 4' deep adjustable shelves (to come with shelving system)
 - Uprights 16' with four (4) adjustable shelves per section.
- Load capacity shall not be less than 8,500 lbs per shelf
- Rolling ladders (3 only) preferred height of 12' 6" with braking system.
- The racking shall have installed impact damage protection in high collision areas (ends of row uprights).
- The warehouse will be used by mainly three departments: Engineering, Parks, and Facilities. Spatial separation (demising wire mesh fencing) is required to distinguish and separate storage areas for each of the three departments.
- The wire-fencing shall be engineered to cover the entire height of shelving system and shall be designed to maintain egress/egress routes as required by the Code. The wire-fencing shall include
 - two (2) spans along the shorter length of the warehouse to separate warehouse into three (3) storage areas
 - gates with locking mechanisms on each end of span.
- The Contractor shall have a good availability of parts and replacement parts for the racking system and be able to provide them within a 48 hour period

- The Contractor shall provide all safety information and manuals including load capacity charts and information on correct loading.
- The Contractor should specify to the designer any locations where operations may require horizontal or vertical safety barriers. These barriers shall prevent product from falling into those areas.
- Universality of parts, including interchangeable parts with other major manufacturers
- All racking system supplied, and all parts and components used for replacements are to be new. The Contractor is to supply a complete new replacement of the whole unit or system if there is any substantial damage or defect that can affect the performance, serviceability and durability of the racking system. The City of Surrey's decision will be final on this matter.
- The Contractor will bear the risk of and is to bear all loss or damage whatsoever which may occur on the racking system until the same has been delivered to and accepted by the City as specified. If any loss or damage occurs before such acceptance by the City, the supplier is to immediately, at his own expense, replace, repair, restore or re-execute the racking system so damaged or which may have been destroyed.

Note: As part of the submission, use the provided drawings as reference to prepare a proposed racking system and present it in an AutoCAD and PDF file format along with Schedule B (refer to section 4.3, Scope Outline).

2. Background

The Project: Main Works Yard Operations Centre & Site Development

To accommodate future growth and better serve the residents of Surrey, the City Council has approved the design and construction of a new works yard operations centre and site redevelopment located at 148th Street and 66th Avenue, Surrey, BC.

The project mainly includes redevelopment of the existing Works Yard facility on the same site (NW corner of 66th Avenue and 148th Street) to accommodate Engineering Operations, Parks Operations and Civic Facilities; the construction of new main operations centre & fleet maintenance garage buildings, permanent establishment of parking in the lot to the south for staff parking (currently a gravel truck parking lot that the City owns); and redevelopment of the whole site including but not limited to providing covered & uncovered storages, fleet parking stalls, materials handling areas, drainage systems, landscaping, and offsite works.

To ensure minimizing impact on the City's operations and to allow for a proper transition to the new facility it is anticipated that construction will be divided into nine overlapping phases as follows:

1. Staff Parking – June 2013 to Sept 2013
2. Main Ops Building & Warehouse Building – Sept 2013 to Nov 2014
3. Fleet Maintenance Garage – Dec 2013 to Feb 2015
4. Fleet Parking (South) – March 2015 to July 2015
5. Fleet Parking + Covered Storage (North) – July 2015 to Nov 2015
6. Fleet Parking + Material Bins (South) – Nov 2015 to May 2016
7. Uncovered Storage / Waste & Recycling – May 2016 to Aug 2016
8. Fuel Island – Aug 2016 to Sept 2016
9. Road Upgrades – Sept 2016 to Dec 2016

The construction has started for Phase 1 (Staff Parking). For detailed milestone dates please refer to the Master Schedule of Work available at <http://www.surrey.ca/business-economic-development/13819.aspx>.

A Construction Phasing Plan is available at <http://www.surrey.ca/business-economic-development/13819.aspx>.

3. Project Description

Provide all materials, equipment, tools, labour, and services necessary to complete the design, fabrication, supply, delivery, assembly, installation, set-up & adjustment, and commissioning of the warehouse racking system

- Provide all incidental or related products or materials necessary to ensure a complete and operating system.
- All mounting brackets or hardware required integrating the racking systems into the surrounding work and structure; all require seismic restraints.
- Coordinate installation with other trade contractors to facilitate installation work. Extra costs arising from conflicts or delay due to improper contractor's coordination shall be the responsibility of the Contractor. The cost of close coordination with other trade contractors shall be the responsibility of the Contractor.
- Provide as built documents, diagrams, manuals, test results, warranties and other documentation as specified.
- Provide operation and maintenance training to City mechanical section representative(s);

4. Execution

4.1 Compliance with General Contractor

The Contractor will have to coordinate with the general contractor on site including adhering to the general contractor's safety standards as defined in the attached documents, meeting the project schedule deadlines as set by the general contractor, and attending project meetings as necessary.

4.2 Work Schedule

Refer to Section 2 – Background for schedule of work & milestone dates.

The client evaluation criteria shall include the Contractor's ability to meet or exceed the project schedule.

4.3 Scope Outline

The Contractor should prepare a quotation based on the following guidelines:

- Review the attached technical specification(s) and drawing documents (if any) thoroughly to develop a deep understanding of the requirements;
- Consider the effect of regulatory requirements applicable to the Services;
- Immediately notify the City of all perceived omissions and discovered conflicts, errors and discrepancies in the technical specifications and drawings (if any);
- Prepare a detailed quotation identifying major equipment and labour items;
- Using the provided drawings as reference, prepare a proposed racking system and present it in an AutoCAD and PDF file format;
- Verify all measurements, labour and materials quantities. Ensure that your quotation includes all equipment and labour required;
- Prepare a detailed Quotation identifying Separate Prices identified in the specifications. Use the spaces provided in Schedule B;
- The Contractor's Quotation should satisfy the City that the Contractor understands the Quotation documents and is competent to undertake and complete the Services.
- Quantities and configurations must be verified with client or on site prior to manufacture.

5. Reference Sole Source and Unspecified Products

Reference products are chosen because they provide the minimum performance requirements for the particular application.

Products that are specified as "Sole Source" means that no product alternates will be accepted. Sole source products are such because of special requirements within the project that need to be fulfilled by specific products. Special requirements may be due to specific features of the product, or seamless integration with existing systems, or City preference. These are determined by the City.

Product specifications that do not directly reference any specific manufacturer and model are intended as a minimum performance specification. The Contractor should propose a specific product that will meet or exceed that stated requirements in the specification document.

6. Product Options and Alternates

- For equipment specification with reference products, alternative products will be considered providing they meet the preferred performance criteria (i.e. they meet or exceed the preferred performance specifications and are suitable for the intended use). The Contractor may propose a specific product that meets or exceeds the stated requirements with the Quotation. The following applies to all alternative products:
 - For each proposed alternative product, the Contractor should submit, with their Quotation, manufacturers' specification cut sheets listing pertinent technical specifications for each unique item. Clearly indicate all limitations or exceptions to the specification requirements, and clearly indicate the specification article, and paragraph for which the product is proposed.
 - Alternative products shall be accepted or rejected by the City based upon the acceptability of the required submittals. Acceptance of an alternative product does not relax the expected performance of the product or the commissioned requirements of the system.
- By submitting a Quotation, the Contractor is responsible for ensuring that all proposed product alternatives meet or exceed the published minimum performance specifications for the particular application. The alternative products of the preferred Contractor will be reviewed before award of a contract. All rejected alternative products will be replaced with products that meet or exceed the specifications.

7. Installation

- General: The Contractor shall locate the Goods and perform the Services and components of the Goods and Services accurately, in correct alignment and elevation. Contractor will coordinate installation work with the City's consultant and general contractor;
 - Make vertical work plumb and make horizontal work level;
 - Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement;
- Contractor shall comply with the manufacturer's written instructions and recommendations for installing products in applications indicated;
- Contractor shall install the Goods and perform the Services at the time and under the conditions that will ensure the best possible results and maintain conditions required for the Goods performance until substantial performance of the Services;
- Anchors and fasteners: The Contractor shall provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Goods and Services;
- Coordinate all aspects of installation work and schedules with the City;

- Installed racking system shall be easily accessible for cleaning, adjustment, replacement, and routine maintenance;
- All components related to the racking system shall be firmly mounted in place. Mounting shall be plumb and square;

7.1 Seismic Installation

The Contractor shall provide the City with detailed seismic anchoring methods and materials based on seismic criteria in accordance with all applicable laws, buildings codes and regulations.

All shelving shall be carefully installed and levelled to the floor and/or walls at the most inconspicuous locations by factory trained specialists.

The Contractor must provide to the City a letter of inspection and certification by a qualified engineer registered in the Province of British Columbia upon completion of the installation at the new City of Surrey, Operations Works Yard Building(s) and prior to final payment.

The Contractor shall be responsible for all costs associated with obtaining all necessary professional approvals for all seismic restraints and related shop drawings. Seismic restraints without the prior approval by a professional seismic engineer shall be immediately rejected by the City.

8. Correction of the Services

Damage to walls, ceilings, and floor due to the installation activities should be repaired and restored by the Contractor at no cost to the City.

9. Delivery, Storage, and Handling

- All materials and equipment shall be new. Contractor to deliver and store materials in original, unopened packaging. Assume all packing, transportation, and insurance costs. Contractor will coordinate delivery and storage with the City's consultant and general contractor.
- Ensure that all equipment and materials delivered to the site are to be coordinated with the general contractor and the City.
- Store materials in a safe and secure location, and protect against damage. Coordinate storage requirements with the general contractor.

10. Licenses, Approvals, Permits, and Standards

1. All technicians performing the work on the system should be trained and certified in the specific task they will be performing.
2. The Contractor shall be responsible for all permits, licenses, inspections, and related fees.
3. The Contractor shall not sub-contract any portion of the installation without prior approval of the City of Surrey.

11. Submittals

The Contractor should include in their submission a copy of the specifications listed and included in Schedule B-1, Schedule B-2, Schedule B-2A, Schedule B-3 and Schedule B-4. Contractor should complete the tables in these schedules and indicate YES (if comply) or NO (if does not comply) for each preferred specification and provide details/comments.

The Contractor should submit a completed equipment list, showing the price, quantity, make, and model of equipment and material included in the submission. The equipment list is to be included with the Quotation submission. The equipment list should be a full list of materials intended for the installation.

Within four (4) weeks of the final contract award, the Contractor should submit a detailed project plan which will include the following:

- a) Overall project management plan.
- b) Detailed installation, integration, commissioning, and acceptance plan.
- c) Project reporting and schedule tracking system.
- d) Schedule of milestone and milestone dates.

The Contractor should provide a timeline which shows installation completion date.

12. Tests

The completed racking system shall be inspected and signed off by the Contractor's engineer prior to handing over to the City. The Contractor shall at his expense make all modifications and repairs required to pass testing. The Contractor shall provide the City with documentation indicating that the racking systems as installed and commissioned conform to manufacturer and applicable codes and standards.

13. Training

The Contractor or manufacturer's representative shall provide training to City Staff in the operation and maintenance of the racking system installed and specified herein. The City shall be notified at least seven (7) days prior to the date of the proposed training course date.

14. Design Performance Requirements - Workmanship

- Unless otherwise indicated, all materials supplied shall be new, CSA-approved, and of the quality indicated in the specifications. Otherwise, they shall be of the contract quality suitable for heavy commercial use.
- Unless otherwise directed, all installed materials or equipment exposed to view shall be plumb or level as the case directs and, where applicable, located symmetrically to the features of the building.
- Manufacturer's directions shall be followed in all cases where the manufacturers of equipment or materials used in the work furnish directions covering points not shown on the drawings or specifications.
- Ensure all materials and finishes comply with local building codes.
- Must be available with multiple component options. Component reconfiguration must be possible in house. Future expansion and part replacements must be readily accessible.

15. Cleanliness and Disposal of Unwanted Materials

Cleanup is to be done on a daily basis.

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

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

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

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

- END OF PAGE -

SCHEDULE A-1 – APPENDIX 2A CONTRACT DRAWINGS

Contract Drawings

The following drawings are included as part of this RFQ:

Main Works Yard Operations Centre and Site Redevelopment Storage Warehouse, TP02 Issued for Tender (U/G Services, Excavation, Foundations, Concrete & Steel Structure & Elevators only.) by Taylor Kurtz Architecture + Design Inc.

DRAWING NUMBER - SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
W.A110	Floor Plan – Level 1	Sept 3, 2013
W.A301	Building Elevations	Sept 3, 2013
W.A302	Building Elevations	Sept 3, 2013
W.A401	Building Sections	Sept 3, 2013
W.A410	Wall Sections	Sept 3, 2013
CAD Files	Floor Plan, Section A, and Section B (three files in total)	

The drawings included are for reference. The Contractor will be responsible for designing and laying out the racking system using the AutoCAD file drawings provided.

Contract Drawings are for reference only

To view/print the contract drawings:

In the URL, or address field at the top, enter the following address: <ftp://ftp.surrey.ca> and hit “enter”.

Enter “pur” as the User Name, “welcome” as the password and then click “Log On”

<ftp://ftp.surrey.ca>

Log on: pur

Password: welcome

Folder: 1220-040-2013-064

To view this FTP site in Windows Explorer, click **Page**, and then open **FTP Site in Windows Explorer**.

- END OF PAGE -



SCHEDULE B - QUOTATION

RFQ Title: **Supply & Installation of a Warehouse Racking System in the New Surrey Main Works Yard**

RFQ No: **1220-040-2013-064**

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645-148 Street, Surrey, BC Canada V3S 3C7

Telephone: 604-590-7274
Fax: 604-599-0956
Email for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
3. I/We have reviewed the Sample Agreement (Schedule B). If requested by the City, I/we would be prepared to enter into the Sample Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
 - (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,

- Workers' Compensation Registration Number: _____;
- (b) Prime Contractor qualified coordinator Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca see [Standard Certificate of Insurance](#);
- (d) City of Surrey business license Number: _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____;
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada
Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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

SECTION B -1

Changes and Additions to Specifications and Scope:

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

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

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

SECTION B-1

Changes and Additions to Specifications and Scope:

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

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

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

SECTION B-2

Fees and Payments

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

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Item Name		Total Amount
To provide all labour, materials, tools and equipment and all other services necessary for the Supply & Installation of a Warehouse Racking System as stated in the specifications and drawings, at the New Surrey Main Works Yard, 6677 – 148 Street, Surrey, BC.		\$ _____
Lump Sum Amount		
Note: Overheads, General Conditions and Profit are to be included in the above amounts.		
CURRENCY: Canadian	Subtotal:	\$
	GST (5%):	\$
	PST (%):	INCLUDED
	TOTAL QUOTATION PRICE:	\$

List of Optional Alternative Prices:

11. The following is a list of Alternative Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Alternative Price(s). The Alternative Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

<u>Description of Optional Alternative Prices</u>	Addition	Deduction
4" Beams (instead of 6" Beams)	\$ []	\$ []
8' Beams (instead of 12' Beams)	\$ []	\$ []

List of Separate Prices:

12. The following is a list of Separate Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

<u>Description of Separate Price Items</u>	Addition	Deduction
SP-1. Performance Bond at 50% of total contract value:	\$ []	\$ []
SP-2. Labour and Material Payment Bond at 50% of total contract value:	\$ []	\$ []
SP-3. Additional Shelving per unit (same specifications as Schedule A)	\$ []	\$ []

13. **Additional Accessories:**

Contractors should provide description and pricing, if and as applicable, for **additional related accessories that may be relevant to the use of the Warehouse Racking System**. These items are not guaranteed to be included as part of the agreement and acceptance of any or all items is at the sole discretion of the City. Do not include tax:

Item #	Item Description	Quantity	Dimension	Unit Measure	Unit Price (\$)
1	Pick Rack Option				
2	Retail Rack Option				
3	Wire-Fencing - 8' High <i>(same specifications as Schedule A including gates and locking mechanisms)</i>		8 feet height	linear metre	
4	Wire-Fencing - 16' High <i>(same specifications as Schedule A including gates and locking mechanisms)</i>		16 feet height	linear metre	
5					
6					
7					
8					

Force Account Labour and Equipment Rates:

14. Contractors should complete the following tables setting out the all-inclusive hourly rates including overhead and profit for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Schedule of Labour Rates:

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Superintendent		
.2 Site Foreman	\$	\$
.3 Journeyman	\$	\$
.4 Apprentice	\$	\$
.5 Skilled Labourer	\$	\$
.5	\$	\$
.6	\$	\$
.7	\$	\$

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate
		\$
		\$

SECTION B-2A

15. Warranty Details:

Contractors should attach their warranty terms and conditions as part of the Quotation submission. Contractors should also provide pricing and details for optional extended warranty plans, if applicable. These items are not guaranteed to be included as part of the agreement and acceptance of any or all items is at the sole discretion of the City. Do not include tax:

SECTION B-3

Time Schedule:

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

MILESTONE DATES _____

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

SECTION B-4

Key Personnel & Sub-contractors:

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

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

Name: _____
 Years of Experience: _____
 Responsibility: _____

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

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS & MATERIAL SUPPLIERS NAMES	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

SECTION B-4

Experience and References:

19. Contractor's relevant **experience and qualifications** in delivering Goods and Services similar to those required by the Sample Agreement (use the spaces provided and/or attach additional pages, if necessary):

20. Contractor's **references** (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references: Previous client of the Contractor may be contacted at the City's discretion.

21. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of the Goods and Services anticipated objectives (e.g. carbon neutral 2012) and information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

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

This Quotation is 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)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)