



## **REQUEST FOR QUOTATIONS**

**Title:** SUPPLY OF PIPE, HEADWALLS & FLOOD GATES

**Reference No.:** 1220-040-2013-034

**FOR THE SUPPLY OF GOODS**

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule C (the "Quotation") for the supply of the goods described in Schedule A (the "Goods"). The description of the Goods 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 or terms that exceed the minimum requirements.

### 2. ADDRESS FOR DELIVERY

The Contractor should submit only Quotation (Schedule C) electronically (labelled with the Contractor's name, RFQ title and number) in a single pdf file (or similar unmodifiable format) to the City by **email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)**.

PDF (or similar unmodifiable format) Quotations are preferred and the City will confirm receipt of emails (not the contents). Note that the maximum file size the City can receive is 10Mb. If sending large or unusual email attachments, Contractors should phone to confirm receipt.

If the Contractor also wants to submit a hard copy, the Contractor should submit one original unbound Quotation and two (2) copies (three (3) 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 – 148 Street Surrey, BC V3S 3C7  
(located at the intersection of 148<sup>th</sup> Street and 66A Avenue, Surrey, BC)

Tel: 604-590-7274  
Fax: 604-599-0956  
E-mail for PDF files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

### 3. DATE

The City would prefer to receive Quotations on or before June 24<sup>th</sup>, 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") will be directed in writing to:

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, B.C. V3S 3C7

Fax: 604-599-0956

E-mail for PDF Files: [purchasing@surrey.ca](mailto: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](http://www.bcbid.gov.bc.ca) (the "**BC Bid Website**") and the City Website at [www.surrey.ca](http://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. 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 a Quotation. The City may negotiate changes to any terms of a Quotation, including terms in Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

#### 7. ACCEPTANCE

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

## **8. CONTRACTOR'S EXPENSES**

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

## **9. CONTRACTOR'S QUALIFICATIONS**

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

## **10. 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.

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

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

## **12. CONFIDENTIALITY**

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

## **13. SIGNATURE**

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing

authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

## SCHEDULE A – SPECIFICATION OF GOODS

### **NATURE OF A STANDING OFFER**

It is understood and agreed by the Contractor that should their Quotation be selected by the City, it will result in a standing offer ("**Standing Offer**") only and the Goods will be ordered by the City solely on an "as and when required" basis. The aggregate value of the Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order, using the City of Surrey Purchase Order Form, for Goods specified in the Purchase Order and the Contractor agrees to provide those Goods. The parties agree that the City may not place any orders for Goods with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods from any other source.

### **1. PIPE, FOR CULVERTS AND FLOOD BOXES**

This item shall consist of the supply of pipe culverts and flood boxes in accordance with these specifications.

#### **1.2 PIPE**

Materials shall meet the requirements specified below. All supplied Pipe shall be made of virgin non recycled materials. Embedment material used at the construction site will meet the AASHTO Class IV Classification. Pipe supplied shall meet the following loading criteria. The Pipe shall be able to maintain their shape without deformation under 4 meters of backfill combined with H-20 loading. The Pipe shall be of the type called for in the Schedule of Quantities and shall be in accordance with the following appropriate requirements:

- (a) Corrugated Aluminum Alloy Culvert Pipe
  - ASTM B 745
  - Corrugation profile and metal thickness shall meet the loading and backfill requirements.
  - Metal couplers shall provide a soil tight seal
  - Pipe shall be supplied in 10m sections
  
- (b) Large Diameter Corrugated Polyethylene or Polypropylene Pipe
  - ASTM F 667 and/or CSA B 182.8
  - Minimum pipe stiffness of 320 kPa at 5% deflection when tested in accordance with ASTM D2412
  - Exterior pipe corrugation to be embossed with a stiffness rating as required by CSA B182.8
  - Bell and spigot to be certified to CSA B182.8
  - Joints shall be water tight and shall meet or exceed the 100kPa CSA Standard B182,13 leakage requirement
  - The pipe shall be formed of double or triple wall construction

(c) Steel Reinforced Thermoplastic (HDPE) Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage

- Pipe shall be steel reinforced polyethylene corrugated pipe with a smooth waterway wall and shall meet ASTM F2562 or ASTM F2435-12.
- Joints shall be water tight and shall meet or exceed the 100kPa CSA Standard B182,13 leakage requirement
- Pipe supplied shall meet the AASHTO Designation MP-20

## 1.2 RUBBER GASKETS

Rubber gaskets for polyethylene, polypropylene or steel reinforced polyethylene Pipe shall conform to the requirements of ASTM F 477.

## 1.3 PLASTIC GASKETS

Plastic gaskets shall conform to the requirements of AASHTO M 198 (Type B).

## 1.4 PIPE JOINTS.

Joints shall be made with (1) rubber gaskets, (2) plastic gaskets, or (3) coupling bands.

- (a) **Metal Pipe.** Metal pipe shall be firmly joined by form fitting bands conforming to the requirements of ASTM A 760 for steel pipe and AASHTO M 196 for aluminum pipe.
- (b) **Polyethylene or Polypropylene Pipe.** Joints for Polyethylene or Polypropylene pipe shall conform to the requirements of ASTM D 3212.

## 1.5 METHOD OF MEASUREMENT

The length of pipe shall be measured in linear meters. The several classes, types and size shall be measured separately.

## 1.6 BASIS OF PAYMENT

Delivery of the Pipe to the City of Surrey's Central Works Yard at 6645 - 148 St, Surrey BC shall be incidental to the quoted unit prices. These prices shall fully compensate the Supplier for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to supply the item.

Payment for Pipe will be made at the quoted unit price per linear meter for each kind of pipe of the type and size designated.

Payment will be made under:

Item – 1	750 mm Polypropylene Pipe - per linear meter
Item – 2	900 mm Polypropylene Pipe - per linear meter
Item – 3	1200 mm Polypropylene Pipe - per linear meter
Item – 4	1400 mm Polypropylene Pipe - per linear meter
Item – 5	750 mm Polyethylene Pipe - per linear meter
Item – 6	900 mm Polyethylene Pipe - per linear meter
Item – 7	900 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 8	1200 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 9	1400 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 10	1800 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 11	750 mm Corrugated Aluminum Alloy Pipe - per linear meter
Item – 12	900 mm Corrugated Aluminum Alloy Pipe - per linear meter



Item – 13	1200 mm Corrugated Aluminum Alloy Pipe - per linear meter
Item – 14	1400 mm Corrugated Aluminum Alloy Pipe - per linear meter
Item – 15	1800mm Corrugated Aluminum Alloy Pipe - per linear meter

## **2. HEADWALLS AND FLAP GATES**

This item shall consist of reinforced concrete headwalls, composite reinforced polymer headwalls, steel flap gates, and cast iron flap gates constructed in accordance with these specifications.

### **2.1 Headwalls**

Materials shall meet the requirements specified below. All supplied headwalls shall be made of virgin non recycled materials. The headwalls shall be of the type called for in the Schedule of Quantities and shall be in accordance with the following appropriate requirements.

### **2.2 Flap Gates**

Materials shall meet the requirements specified below. All supplied flap gates shall be made of virgin non recycled materials. The flap gates shall be of the type called for in the Schedule of Quantities and shall be in accordance with the following appropriate requirements:

#### **(a) Cast Iron Flap Gates**

- i. Zero Leakage
- ii. Gates shall have circular, square or rectangular openings. Similar installations shall have operated successfully for five years or more
- iii. The seat shall be flat back and shall be cast in one piece with a raised section around the perimeter of the waterway opening to mount the seating faces. The raised section shall provide a seating plane diverging top to bottom from the plane of the mounting flange to assist in positive closure of the cover. The seat shall be shaped to provide two bosses extended above the top of the waterway opening for mounting the pivot lugs. Pivot lug bosses shall be drilled and tapped for mounting studs. The back of the seat shall be machined to a plane and drilled to mate the anchor or stud layout. Gates will be attached to concrete or composite reinforced polymer headwalls.
- iv. The cover shall be cast in one piece with necessary reinforcing ribs, a lifting eye for manual operation, and with bosses to provide a pivot point connection with the links. Bosses shall be designed to place the hinge pins in double shear when the gate is assembled.
- v. A full-width, dovetail slot shall be machined around the perimeter of the cover and the seat. Corrosion-resistant dovetail seating faces shall be mounted in the slot and held securely without use of screws or other fasteners. The seating faces shall be machined to a plane with a minimum 63 micro-inch finish. Flap gates shall have a rubber seating face on the seat. Rubber seating faces shall be mounted in a dovetail slot and held securely without use of pins or screws. The seating face on the cover shall be as specified in the previous section.
- vi. Each pivot lug shall be cast in one piece. Lugs shall have double bosses to place the top hinge pins in double shear when they are assembled through the link. The lugs shall be adjustable in the horizontal plane without removal of the cover from the gate links. The adjustment shall allow the top pivot point to be moved toward the gate seat for reduced sensitivity of the cover, or moved

away from the gate seat to provide opening with minimum differential head. Two corrosion-resistant studs shall be used to connect each pivot lug to the gate seat.

- vii. The links connecting the cover and pivot lugs shall be heavy duty and cast in one piece. Each link shall be provided with commercial grade, corrosion-resistant bushings at each pivot point. The bottom of the links shall be provided with an adjusting screw to properly align seating faces on the cover with respect to the seat. The links shall be designed to limit the double hinge action, preventing the cover from rotating sufficiently to become wedged in the open position.
- viii. All anchor bolts, assembly bolts, screws, studs and nuts shall be of ample size to safely withstand the forces created by operation of the gate. Quantity and size of the fasteners shall be recommended by the manufacturer. Anchor bolts shall be furnished with two nuts each to facilitate installation and alignment of the gates when attached to a headwall.
- ix. Machined surfaces shall be coated with a water-resistant, rust-preventive compound. All cast iron parts shall be shop cleaned and painted in accordance with the manufacturer's standard practice. Drawings showing the dimensions and details required to locate and install the component assemblies shall be submitted for the engineer's approval prior to fabrication.
- x. Seat and Cover
  - Standard Material: Cast Iron, ASTM A126, Class B
  - Optional Materials: Austenitic Gray Iron (Ni-Resist), ASTM A436 Ductile Iron, ASTM A536 Grade 80-55-06
- xi. Seating Faces
  - Standard Material: Silicon Bronze, ASTM B98, Alloy 651
  - Optional Materials: Neoprene, ASTM D2000, Grade 1BE625
- xii. Pivot Lugs
  - Standard Material: Ductile Iron, ASTM A536 Grade 80-55-06
  - Optional Materials: Austenitic Gray Iron (Ni-Resist), ASTM A436
- xiii. Links
  - Standard Material: Ductile Iron, ASTM A536 Grade 80-55-06
  - Optional Materials: Austenitic Gray Iron (Ni-Resist), ASTM A436 Stainless Steel, ASTM A276, Type 304 or 316
- xiv. Bushings
  - Standard Material: Bronze, ASTM B584, Alloy 932
  - Optional Materials: Self-Lubricating Bronze, (various) Stainless Steel, ASTM A276, Type 304 or 316
- xv. Fasteners
  - Standard Material: Stainless Steel, ASTM F593 (Bolts), Alloy Group 2, Type 316

**(b) Steel Flap Gates**

- Zero Leakage
- Gates shall have circular, square or rectangular openings. Similar installations shall have operated successfully for five years or more ASTM F 667 and/or CSA B 182.8
- Flap gates shall close whenever the positive pressure is higher than the negative pressure. They shall open whenever the negative pressure is higher than the positive pressure.
- The Flap gates shall be designed to withstand the 4 m design head
- Flap gates shall be constructed entirely of stainless steel. All hardware shall be stainless steel
- The wall thimble shall be stainless steel and supplied by the gate manufacturer. Material thicknesses shall be according to the manufacturer's recommendations
- The frame shall be made of structural members or formed plate welded to form a rigid one-piece frame. The frame shall be of the flange back design suitable for mounting on a headwall
- The mechanical sleeve type, or spigot back type, or slip on type shall be used to adapt the flap gate to a round pipe
- The gate cover shall be made of structural members or formed plate adequately reinforced to withstand the maximum specified seating head without distortion
- The cover shall be cast in one piece with necessary reinforcing ribs, a lifting eye for manual operation, and with bosses to provide a pivot point connection with the links
- Seals shall be made of resilient neoprene attached to the body by means of a retainer ring for flaps up to 24" (610 mm). Seals shall be made of EPDM attached to the frame with a stainless steel retainer for flaps over 24" (610 mm)
- Hinges shall consist of a stainless steel pin and shall have a UHMWPE bushing
- Hinge arms shall be made of structural members or formed plates. Gates 762 mm and over in diameter shall have a 2-hinge arm arrangement, with 2 pivot joints per arm, an adjustable lower pivot with limited rotation and an adjustable upper hinge lug arrangement to permit adjustment of the gate opening sensitivity to unseating head.

**Steel Flap Gates**

- Zero Leakage
- Gates shall have circular, square or rectangular openings. Similar installations shall have operated successfully for five years or more ASTM F 667 and/or CSA B 182.8
- Flap gates shall close whenever the positive pressure is higher than the negative pressure. They shall open whenever the negative pressure is higher than the positive pressure.
- The Flap gates shall be designed to withstand the 4 m design head
- Flap gates shall be constructed entirely of stainless steel. All hardware shall be stainless steel
- The wall thimble shall be stainless steel and supplied by the gate manufacturer. Material thicknesses shall be according to the manufacturer's recommendations
- The frame shall be made of structural members or formed plate welded to form a rigid one-piece frame. The frame shall be of the flange back design suitable for mounting on a headwall

- The mechanical sleeve type, or spigot back type, or slip on type shall be used to adapt the flap gate to a round pipe
- The gate cover shall be made of structural members or formed plate adequately reinforced to withstand the maximum specified seating head without distortion
- The cover shall be cast in one piece with necessary reinforcing ribs, a lifting eye for manual operation, and with bosses to provide a pivot point connection with the links
- Seals shall be made of resilient neoprene attached to the body by means of a retainer ring for flaps up to 24" (610 mm). Seals shall be made of EPDM attached to the frame with a stainless steel retainer for flaps over 24" (610 mm)
- Hinges shall consist of a stainless steel pin and shall have a UHMWPE bushing
- Hinge arms shall be made of structural members or formed plates. Gates 762 mm and over in diameter shall have a 2-hinge arm arrangement, with 2 pivot joints per arm, an adjustable lower pivot with limited rotation and an adjustable upper hinge lug arrangement to permit adjustment of the gate opening sensitivity to unseating head.

**MATERIALS**

PART	MATERIAL
Body, cover, hinges, hinge arm	Stainless steel ASTM A-240 type 304L or 316L
Hinge bushing	Ultra high molecular weight polyethylene (UHMWPE) ASTM D-4020
Seal for flaps up to 24" (610 mm)	Neoprene ASTM D2000 Grade 2 BC-510
Seal for flaps over 24" (610 mm)	EPDM ASTM D-2000
Fasteners	ASTM F593 and F594 GR1 for type 304 and GR2 for type 316

Concrete Headwalls

- Concrete Headwalls shall be Model 16-20 or approved equivalent. The headwall weight shall not be greater than 9000 lbs.
- The concrete headwall shall meet all the applicable specifications detailed in the MMCD document
- Handrails shall be supplied with the headwall
- Grates shall not be supplied

Composite Reinforced Polymer Headwalls

- The Composite Reinforced Polymer Headwalls shall be PRO-ECO-LITE COMPOSITE HEADWALL STRUCTURES or be and approved equivalent
- The headwalls shall be manufactured from glass reinforced composites incorporating proprietary polymer concrete core in areas where stiffness, high impact and high loading is required as a result of in situ conditions
- The hybrid composite laminate shall be manufactured from CHEMICAL RESISTANT resins reinforced by high strength glass fibers
- The polymer concrete shall be manufactured from similar resins incorporating high strength granular particles and ceramics resulting in a

- high impact resistant and low weight rigid core
- The headwall shall be environmentally friendly, non-polluting or non-leaching, resistant to acid and alkali attack
- The finish colour coating shall be weather resistant N.P.G. gelcote C.S.A. approved for potable water
- All units are manufactured with all stainless steel inserts to permit additional accessories to be installed

### **METHOD OF MEASUREMENT**

The number of headwalls shall be measured per each based on the units supplied and accepted. The several classes, types and size shall be measured separately.

The number of flap gates shall be measured per each based on the number of gates supplied and accepted. The several classes, types and size shall be measured separately.

### **BASIS OF PAYMENT**

Delivery of the headwalls and flap gates to the City of Surrey's Central Works Yard at 6645 - 148 St, Surrey BC shall be incidental to the quoted unit prices. These prices shall fully compensate the Supplier for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to supply the item.

1. Payment for headwalls will be made at the quoted unit price per each for each kind of headwall of the type and size designated.
2. Payment for the flood gates will be made at the quoted unit price per each for each kind of gate of the type and size designated.

Payment will be made under:

Item – 1	750 mm Concrete Headwall - per each
Item – 2	900 mm Concrete Headwall - per each
Item – 3	1200 mm Concrete Headwall - per each
Item – 4	750 mm Composite Reinforced Polymer Headwalls - per each
Item – 5	900 mm Composite Reinforced Polymer Headwalls - per each
Item – 6	1200 mm Composite Reinforced Polymer Headwalls - per each
Item – 7	1400 mm Composite Reinforced Polymer Headwalls - per each
Item – 8	1800 mm Composite Reinforced Polymer Headwalls - per each
Item – 9	750 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 10	1800 mm Steel Reinforced (HDPE) Ribbed Pipe - per linear meter
Item – 11	750 mm Steel Flap Gate - per linear meter
Item – 12	900 mm Steel Flap Gate - per linear meter
Item – 13	1200 mm Steel Flap Gate - per linear meter
Item – 14	1400 mm Steel Flap Gate - per linear meter
Item – 15	1800 mm Steel Flap Gate - per linear meter
Item – 16	750 mm Cast Iron Flap Gate - per linear meter
Item – 17	900 mm Cast Iron Flap Gate - per linear meter
Item – 18	1200 mm Cast Iron Flap Gate - per linear meter
Item – 19	1400 mm Cast Iron Flap Gate - per linear meter
Item – 20	1800 mm Cast Iron Flap Gate - per linear meter

**END OF ITEM**



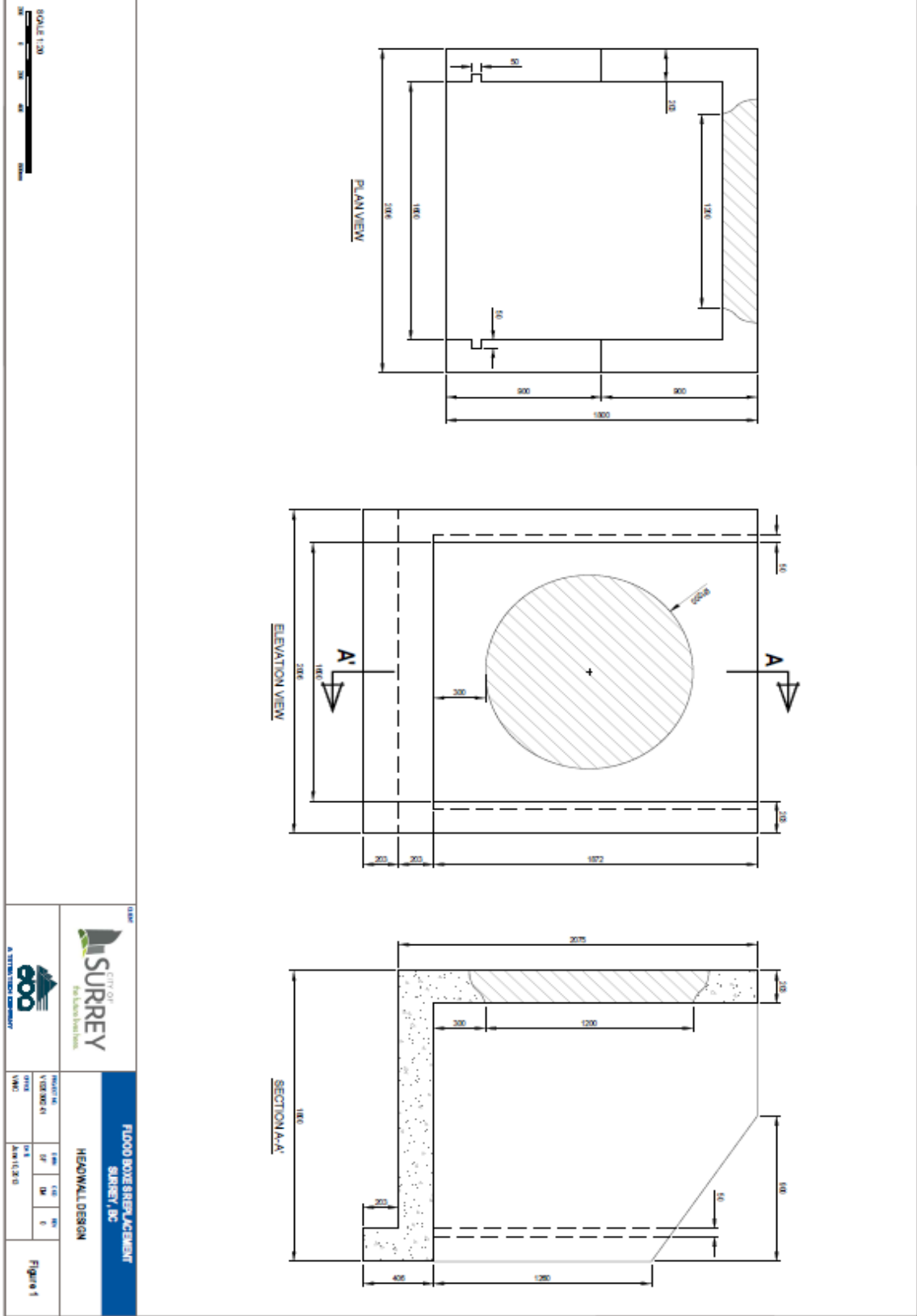
## Contract Drawings – Project

## CONTRACT DRAWINGS

The following drawings are included as part of this RFQ.

DRAWING NUMBER - SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
Figure 1	Headwall Design	June 10, 2013

*Note: Adjust the above list as applicable to the actual contract drawings to be issued.*



**CITY OF SURREY**  
FOR YOUR PROGRESS

**HEADWALL DESIGN**

**FLOOD BOX & RISE AGREEMENT**  
SURREY, BC

PROJECT NO.	180	DATE	04/10/13
VERSION	01	BY	0
DATE	04/10/13	APP'D.	

Figure 1



## **SCHEDULE B – GENERAL TERMS AND CONDITIONS**

### **DEFINITIONS AND INTERPRETATION**

1. In these General Terms and Conditions:
  - (a) "Agreement" has the meaning set out in Section 2;
  - (b) "City" means the City of Surrey;
  - (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
  - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
  - (e) "Purchase Price" means the price quoted by the Contractor an accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except PST and GST;
  
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) these General Terms and Conditions;
  - (b) the specifications set out in Schedule A of the Request For Quotations ("RFQ");
  - (c) the RFQ; and
  - (d) the Quotation; and
  - (e) other terms, if any, that are agreed to by the parties in writing.

### **GOODS**

3. The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A of this Agreement.
  
4. 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.

### **NATURE OF AGREEMENT**

5. It is understood and agreed by the Contractor that this Agreement results in a standing offer only and the Goods will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods are not ordered. At the sole option of the City, the City may place an Order, and the Contractor agrees to provide those Goods as specified in the Order. The parties agree that the City may

elect not to place any orders for Goods with the Contractor for the duration of the Term. The parties agree that the City may purchase identical or similar Goods from any other source.

## **PURCHASE PRICE**

6. The City will pay the Purchase Price to the Contractor in accordance with this Agreement. The Purchase Price shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
7. Time is of the essence.

## **PAYMENT**

8. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's HST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.
9. 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 that the Goods are 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.
10. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

## **DEFICIENCIES**

11. 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.
12. 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.

## **DEFAULT AND TERMINATION**

13. 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, or otherwise fails to comply with the requirements of 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.
14. 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. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
16. 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.

## **WARRANTIES AND INDEMNITIES**

17. 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.

18. The Contractor warrants and guarantees that Goods 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 supplied under this Agreement.
19. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
20. 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.

## **CUSTOMS**

21. 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"

## **INSPECTIONS**

22. 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.

## **SAFETY**

23. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or sub-contractor of the Contractor, all such activity shall be

performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the *Workers Compensation Act*, the Occupational Health & Safety Regulation and the *Hazardous Products Act*, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the Contractor is registered in good standing with the Workers Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.

#### **WHMIS/MSDS**

24. The Contractor covenants and agrees 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 Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

#### **SHOP DRAWINGS**

25. 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.

#### **WAIVER**

26. 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 or breaches of the terms and conditions.

#### **APPLICABLE LAW**

27. 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.

#### **NOTICES**

28. 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.

### **MERGER AND SURVIVAL**

29. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

### **ENTIRE AGREEMENT**

30. 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 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.
31. 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.



## SCHEDULE C - QUOTATION

**RFQ Project Title:** Supply of Pipe, Headwalls & Flood Gates

**RFQ No.:** 1220-040-2013-034

### 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, 1<sup>st</sup> 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 offer is accepted by the City, such offer and acceptance will create a contract as described in:
  - (a) the RFQ;
  - (b) the specifications set out above and in Schedule A of the RFQ;
  - (c) the General Terms and Conditions; and
  - (d) this Quotation; and
  - (e) 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 RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

**Fees and Payments**

**3. Unit Rates:**

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

<b>F.O.B.</b> Destination Freight Prepaid		<b>Payment Terms:</b> 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.		<b>Ship Via:</b>
<b>Item #</b>	<b>Item Name</b>	<b>U/M</b>	<b>Unit Price</b>	
	<b>PIPE:</b>			
Item – 1	750 mm Polypropylene Pipe	Meter		
Item – 2	900 mm Polypropylene Pipe	Meter		
Item – 3	1200 mm Polypropylene Pipe	Meter		
Item – 4	1400 mm Polypropylene Pipe	Meter		
Item – 5	750 mm Polyethylene Pipe	Meter		
Item – 6	900 mm Polyethylene Pipe	Meter		
Item – 7	900 mm Steel Reinforced (HDPE) Ribbed Pipe	Meter		
Item – 8	1200 mm Steel Reinforced (HDPE) Ribbed Pipe	Meter		
Item – 9	1400 mm Steel Reinforced (HDPE) Ribbed Pipe	Meter		
Item – 10	1800 mm Steel Reinforced (HDPE) Ribbed Pipe	Meter		
Item – 11	750 mm Corrugated Aluminum Alloy Pipe	Meter		
Item – 12	900 mm Corrugated Aluminum Alloy Pipe	Meter		
Item – 13	1200 mm Corrugated Aluminum Alloy Pipe	Meter		
Item – 14	1400 mm Corrugated Aluminum Alloy Pipe	Meter		
Item – 15	1800mm Corrugated Aluminum Alloy Pipe	Meter		
	<b>HEADWALLS:</b>			
Item – 1	750 mm	Each		
Item – 2	900 mm	Each		
Item – 3	1200 mm	Each		
Item – 4	1400 mm	Each		
Item – 5	1800 mm	Each		
	<b>FLAP GATES:</b>			
Item – 1	750 mm	Each		
Item – 2	900 mm	Each		
Item – 3	1200 mm	Each		
Item – 4	1400 mm	Each		
Item – 5	1800 mm	Each		
	<b>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</b>			



4. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Specifications and the General Terms and Conditions, submit this Quotation in response to the RFQ.

**This Quotation** is offered 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)