



## **REQUEST FOR QUOTATIONS**

**Title:** Supply, Testing, Commissioning and Warranty of  
Secondary Unit Substation at Newton Pump Station

**Reference No.:** 1220-040-2014-067

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

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

### 2. ADDRESS FOR DELIVERY

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

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

#### (a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

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

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and two (2) copies (three (3) in total) which should be delivered to the City at the office of:

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

Address: Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

### 3. DATE

The City would prefer to receive Quotations on or before **Thursday October 2<sup>nd</sup>, 2014**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

#### **4. INQUIRIES**

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

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2014-067

#### **5. ADDENDA**

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

#### **6. NO CONTRACT**

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

#### **7. ACCEPTANCE**

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

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

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

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

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

## **10. CONFLICT OF INTEREST**

A Contractor 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.

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** Supply, Testing, Commissioning and Warranty of  
Secondary Unit Substation at Newton Pump Station

**Reference No.:** 1220-040-2014-067

**FOR THE SUPPLY OF GOODS AND SERVICES**

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## DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **Supply, Testing, Commissioning and Warranty of  
Secondary Unit Substation at Newton Pump Station**

**THIS AGREEMENT** dated for reference this \_\_\_\_ day of \_\_\_\_\_, 201\_.

RFQ #1220-040-2014-067

### **BETWEEN:**

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

### **AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Proponent)*

(the "**Contractor**")

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

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

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1** In these General Terms and Conditions:

- (a) "**Agreement**" means this agreement and all schedules attached hereto;
- (c) "**City**" means the City of Surrey;
- (d) "**Contractor**" means a contractor who is providing Goods and Services under this Agreement;
- (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, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "**Indemnitees**" 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, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (j) **“Term”** has the meaning described in Section 3.1;
- (k) **“Installation Contractor”** means a person, firm or corporation which will perform the installation of the Goods in a separate construction contract(s); and
- (l) **“Commissioning”** means successful installation, operation and field testing of the Goods. The Goods should be functioning as intended in full operation for seven (7) consecutive days under the responsibility of the Contractor with the support from the Installation Contractor;

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 & Scope of Services; and  
Schedule B – Quotation.

## **2. GOODS AND SERVICES**

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.

2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Section B-2, to Attachment 1.

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, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's

experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

### **3. TERM**

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

### **4. TIME**

- 4.1 Time is of the essence.

### **5. FEES**

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

### **6. PAYMENT**

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees 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 <☞ insert purchase order or contract reference 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.
- 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 In an effort to support sustainability, reduce risk and improve customer service, the City of Surrey has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

6.6 If you are a Contractor and would like to receive your payments electronically, fax your request along with your banking information on company letterhead to 604-599-0956. Also provide a valid e-mail address where the payment notification may be sent. You may contact us at 604-592-7010 for more information.

6.7 PAYMENT SCHEDULE

Payments under this contract will be made as follows (Percentages quoted are to be applied to the Contract Price):

No.	Deliverable	Percentage Payment
a.	Upon approval of all shop drawings	20%
b.	Upon delivery of Goods in conditions acceptable to the Engineer	50%
c.	The remaining balance will be paid up successful Commissioning as defined in Schedule A of this RFQ	30%

**Submitting Invoice(s) via email**

Email to: [invoices@surrey.ca](mailto:invoices@surrey.ca);

- Submit in PDF format only (2Mb Maximum).
- One invoice per single email.
- A confirmation e-mail will be sent upon receipt by the Accounts Payable mailbox. It's the responsibility of the Contractor to resubmit any emails that prompt a non-delivery notice.
- Submit only invoices to this e-mail address.
- Send any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labelled COPY.
- Incomplete invoices will be returned by email.
- Include contact name and email address.

### **Submitting Invoice(s) via mail**

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable  
13450 – 104 Avenue  
Surrey, B.C., Canada, V3T 1V8

- Submit only Invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

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

## **7. USE OF WORK PRODUCT**

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

## **8. PERSONNEL AND SUBCONTRACTORS**

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

8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **11. WARRANTIES**

11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods

shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to twenty four (24) months 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 twenty four (24) months 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.

The Contractor shall provide full warranty coverage of all the Goods supplied against any and all defects in material, workmanship and design. The minimum warranty period for all Goods supplied shall be twenty four (24) months from the date of delivery.

## **12. INSURANCE AND DAMAGES**

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- (d) Builder's Risk insurance in an amount not less than the total value of the hard costs of construction. Machinery Breakdown Insurance to the full value of the hard costs and 30 days Commissioning and Test coverage.

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

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

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

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

### **13. CITY RESPONSIBILITIES**

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of Services.

### **14. DEFICIENCIES**

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

### **15. DEFAULT AND TERMINATION**

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
  - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.



- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
  - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
  - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
  - (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
  - (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **16. CURING DEFAULTS**

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

## **17. DISPUTE RESOLUTION**

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

## **18. WCB AND OCCUPATIONAL HEALTH AND SAFETY**

- 18.1 The Contractor 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 Goods and 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 Goods and Services. That person will be the person so identified by the Contractor, 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: +1-604-685-3555  
Fax: +1-604-605-8231  
Email: [cst19@livingstonintl.com](mailto: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 the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

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 shall be signed by a person authorized to sign on behalf of the Contractor.

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

## **29. BRAND NAMES**

29.1 Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Goods other than that specified are proposed in a Quotation, the Contractor is to include the name of such

Goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Contractor provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

**30. ENUREMENT**

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

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

**CITY OF SURREY**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**NAME OF CONTRACTOR**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE A

### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. DESCRIPTION OF GOODS

The City is replacing an existing transformer located in Newton Pump Station with a new outdoor rated substation. Prior to tendering for construction services to construct the replacement, the City is requesting quotations for the supply, testing, commissioning and warranty of the new outdoor rated Secondary Unit Substation (SUS). The intent of the Request for Quotation "RFQ" is to solicit quotations from qualified Contractor(s) to provide the Goods and Services as described herein.

These specifications of Goods and scope of Services must be read in conjunction with Schedule A-1 Technical Specifications and Schedule A-2 Contract Drawing.

The Quotation is for the supply and delivery of the SUS complete with the incoming line terminals to the outgoing feeder terminals to the City's Newton Pump Station. This quotation also includes the supply of spare parts, accessories, operation and maintenance manuals, specialty tools related to SUS manufacture and operation, factory testing, commissioning and warranty.

The Contractor shall be responsible for supplying all necessary labor, materials and equipment for delivery and offloading, including storage, protection and safekeeping of the Goods until deliverance to the place of work, which is located at City of Surrey Newton Pump Station at 6275 128<sup>th</sup> Street, Surrey, V3X 1S9.

The detailed scope of work is as described on the Contract Drawings (Schedule A-2), and Technical Specifications (Schedule A – 1).

The lack of and/or omission of detailed specifications does not minimize the acceptable levels of service and only the best commercial practices are acceptable.

Contractor to comply with all BC Plumbing Code, BC Fire Marshal, BC Workers' Compensation Board, National Building Code of Canada, BC Electrical Inspector, National Fire Protection Association, and any other authorities having local jurisdiction. Failure to abide by these rules and regulations will result in being immediately escorted from the work site.

#### 2. **CONTRACT DRAWINGS (e.g. Architectural; Mechanical; Electrical and Structural)**

The following drawings are included as part of this RFQ, as provided in Schedule A-2.

DRAWING INDEX/TITLE	DATE OF ISSUE
Newton Pump Station Unit Substation – Supply Contract – Facility SLD	July 29, 2014

### 3. TIME

The *Goods* are to be ready for delivery on or before **February 1<sup>st</sup>, 2015**. Should the Contractor fail to do so, the City will be entitled to compensation from the Contractor, including but not limited to deductions from payment for the following:

- a) Any expenses or damages which are incurred by the City as a result of the Contractor's failure to complete the work under this Agreement within the time specified; and/or
- b) 5% penalty to the total cost of the project for every week the project is delayed.

Extensions can be granted upon approval by the City. However, the City is not responsible for reimbursement in costs for interest or storage of the *Goods* if there is unforeseen delays such as BC Hydro service upgrades.

### 4. CONTRACT ADMINISTRATOR

The Contract Administrator is:

Kerr Wood Leidal Associates Ltd.  
200 – 4185 Still Creek Drive  
Burnaby, BC, V5C 6G9

Attention:

Alan van der Holt, P.Eng.  
[AvanderHolt@kwl.ca](mailto:AvanderHolt@kwl.ca)  
(250) 352-3404

The Contract Administrator will be the City's representative during the performance of the work until the work is complete. The Contract Administrator will advise and consult with the City. The City's instructions to the Contractor may be forwarded through the Contract Administrator.

The Contract Administrator may periodically visit the Place of work to become familiar with the progress of the work, the quality of the work being provided and to determine if the work is proceeding in accordance with the Agreement Documents. On the basis of these on-site inspections, the Contract Administrator will keep the City informed of the progress of the Work, and will guard the City against defects and deficiencies in the work by the Contractor and certify to the City that the work in place equals or exceeds the amount requested by the Contractor on all applications for payment.

The Contract Administrator will be the interpreter of the requirements of the drawings and specifications and any changes made to the drawings and specifications



**5. PROJECT OVERALL TIMELINE**

SUS Design / Procurement	Fall 2014 - Winter 2014
Delivery	February 2015
Commissioning	March/April 2015

**6. JOB LOCATION**

The Contractor shall be familiar with the place of work and how the existing conditions will affect their work. This is so that no misunderstanding may arise afterwards as to the character or as to the extent of the Work to be done; likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to person or property of another. No additional compensation will be granted because of any unusual difficulties or City's special requests that may be encountered in the execution of any portion of the work.

**7. INSPECTION & TESTING**

In accordance to the Technical Specifications by Kerr Wood Leidal Associates Ltd. as prepared in Schedule A-1

**8. APPROVAL**

In accordance to the Technical Specifications by Kerr Wood Leidal Associates Ltd. as prepared in Schedule A-1

**9. MATERIALS**

In accordance to the Technical Specifications by Kerr Wood Leidal Associates Ltd. as prepared in Schedule A-1

**10. EXECUTION**

In accordance to the Technical Specifications by Kerr Wood Leidal Associates Ltd. as prepared in Schedule A-1

**11. PLACE OF THE PROJECT**

City of Surrey Newton Pump Station at 6275 128<sup>th</sup> Street, Surrey, V3X 1S9

**12. HOURS OF WORK**

All work to be performed during normal working hours form 7:00 am to 11:00 pm PST, Monday to Saturday. No work to be performed outside of the normal working hours without prior written approval from the City.

If the Contractor wishes to carry out the work outside the normal working hours, and the approval is given by the City, no extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the City.

### **13. TRADESMEN**

Should any dispute arise regarding the quality of the workmanship, materials or products used in the performance of the work, the final decision regarding the acceptable quality of the workmanship, and fitness of the materials and products rests strictly with the City.

Additionally, all work required hereunder will be performed as promptly as possible, and in any event within the time stated by the City, and such work will be subject to the approval and acceptance of the City, but such approval and acceptance will not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which is to be promptly remedied by the Contractor on demand, without cost to the City. The Contractor is to provide a professional review of all facets of the work as required from time to time by the City.

### **14. PLACE OF WORK CONDUCT**

All labourers and workers, while working in and around the City's facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers on the place of the project and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such labourers from the place of the project immediately.

Alcohol and drugs are not tolerated on the place of the project at any time including anyone deemed to be under the influence shall be escorted off from the place of the project.

### **15. FINAL COMPLETION AND PAYMENT**

When the work is finally complete and the Contractor is ready for a final inspection, the Contractor is to notify the construction manager, in writing and arrangements will be made for final inspection. If the City confirms that the project is complete including all deficiencies, is in full accordance with this RFQ and the Contractor has performed all of its obligations, the Contractor is hereby entitled to submit for final payment.

### **16. QUALIFICATIONS OF CONTRACTOR**

Contractors submitting a Quotation for the project are to have extensive experience in the procurement and installation of said scope of work as outlined in this document. Additionally, they are to be able to work, co-operate and communicate effectively with the City's officials, the project manager, and sub-contractors harmoniously.

## **17. PERMITS AND FEES**

The City will provide the Building Permit. The Contractor is to secure and pay for any additional permits, and governmental fees, licenses and inspection necessary for proper execution and completion of the work which is customarily secured after execution of an agreement and which is legally required. The Contractor is to comply with and give notices required by Laws applicable to performance of the work.

## **18. PROTECTION OF THE WORK AND USE OF PREMISES**

During the performance of the work, the Contractor is to keep at all times the place of the project and such immediate surrounding areas which it may utilize from waste materials, debris and/or rubbish and is to employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in any way, as reasonably determined by the City, the Contractor is to promptly remove them. If any claim, suit, losses, or action be brought by a person affected by the transportation of materials, equipment, goods or wastes to and from the place of the project, the Contractor shall defend, indemnify and hold harmless all indemnified parties.

## **19. PLACE OF WORK CLEAN-UP**

Cleanup is to be done on a daily basis. Materials must be separated and placed into a garbage container provided and located in designated area on the place of the project. At the completion of the work, the Contractor is to remove all project signs and all rubbish and temporary work, of every nature, from and about the place of the project. The Contractor is to remove all tools, scaffolding and surplus materials and is to leave the place of the project broom clean or its equivalent. If the Contractor fails to clean up as required by this RFQ, the City may do so and the costs associated with such clean-up is to be charged to the Contractor.

## **SPECIAL PROVISION**

### **S.P.1 Commissioning**

Commissioning will be done by the Contractor with the assistance of the Installation Contractor. The Commissioning will consist of but not limited to the Contractor verifying correct installation and connection of the Goods to City of Surrey's Newton Pump Station. The Goods should be functioning as intended in full operation for seven (7) consecutive days under the responsibility of the Contractor.

**SCHEDULE A- 1  
TECHNICAL SPECIFICATIONS**

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## **PART 1 GENERAL**

### **1.1 Scope**

- .1 This specification covers the supply, delivery, offloading and commissioning of an outdoor Secondary Unit Substation (SUS) complete from the incoming line terminals to the outgoing feeder terminals. Refer to the attached Single Line Diagram for system details. The complete SUS shall be comprised of the following sections, arranged from (left to right) when facing the front:
  - .1 Incoming Line Section;
  - .2 Transformer Section;
  - .3 Outgoing Section complete with Utility Metering; and
  - .4 Transition Sections, as required.
- .2 Installation of the SUS is by others.
- .3 Refer to Appendix A for the facility single line diagram.
- .4 Definition of roles and responsibilities are as defined in Schedule B.

### **1.2 Location**

- .1 The new SUS will be located at the Newton Pump Station at 6275 128<sup>th</sup> Street, in the City of Surrey, British Columbia.
- .2 The Newton Pump Station is located at an elevation of 104 m above sea level.
- .3 The site is located in National Building Code (NBC) Seismic Zone 4, Peak Ground Acceleration (PGA) 0.51.

### **1.3 Related Standards**

- .1 Standards that directly relate to the Work include, but are not limited to, the following:
  - .1 IEEE C37.121-2012 Guide for Switchgear - Unit Substation Requirements; and
  - .2 IEEE C57.12.01 Standard General Requirement for Dry-Type Transformers.
- .2 American National Standard Institute (ANSI):
  - .1 ANSI C37.121-1989(R2000), Unit Substation – Requirements.
- .3 Canadian Standard Association (CSA International):
  - .1 CSA-C22.1-12 Canadian Electrical Code;
  - .2 CSA-C22.2 No.58-M1989 (R2000), High-Voltage Isolating Switches; and
  - .3 CSA G40.20/G40.21-98 (June2000), General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
- .4 BC Hydro Standard:

- .1 Requirement for Secondary Voltage Revenue Metering; and
- .2 Requirements for Customer-owned Primary Services Supplied at 4 kV to 35 kV – Primary Guide – latest version.

#### **1.4 System Description**

- .1 The SUS ratings shall be as follows:
  - .1 Incoming: 3 Phase Delta, 3-wire, Primary 25 kV at 60 Hz, and
  - .2 Outgoing: 3 Phase Wye resistance-grounded, 4-wire 347/600 Volts at 60 Hz.

#### **1.5 Shop Drawings**

- .1 Provide four (4) copies of shop drawings with the following minimum information:
  - .1 Single Line Diagram;
  - .2 Schematics and wiring diagrams;
  - .3 Data sheets on all protection and control equipment;
  - .4 Seismic Data;
  - .5 Transformer Nameplate Drawing;
  - .6 Details on Equipment Grounding;
  - .7 Arc Flash Analysis Report;
  - .8 Dimensioned equipment layout(s), including incoming and outgoing conduits layout;
  - .9 Equipment dimensions including door openings, draw-out equipment positions and workspace requirements;
  - .10 Dimensioned foundation template;
  - .11 Dimensioned cable entrance and exit locations for coordination of conduits entering/exiting the SUS from underground;
  - .12 Dimensioned cable termination heights;
  - .13 Details of cable support apparatus in all cubicles; and
  - .14 Approximate shipping weight.

#### **1.6 Closeout Submittals**

- .1 Provide Maintenance data for the SUS for incorporation in the O&M manuals.
- .2 Final test data.
- .3 Provide four (4) copies of O&M manuals for the complete SUS assembly, including information on all components therein, in one combined manual. One copy shall be shipped with the unit.

## **1.7 Quality Assurance**

- .1 Submit four (4) copies of factory test results to the Engineer (Engineer as defined in Schedule B). Do not ship equipment until test results have been accepted by the Engineer. Refer to Clause 3.3 for testing requirements.

## **1.8 Warranty**

- .1 Provide full warranty coverage for all equipment and materials supplied.
- .2 Provide warranty period of 24 months after delivery for all equipment supplied under this contract.
- .3 Include any premium cost associated with these warranties, including coordination with installation contractor, storage costs and interest/ carrying costs to cover duration of the installation period (as defined in Schedule B).

## **1.9 Spare Parts**

- .1 Fuses:
  - .1 3 fuse refills for each type.
- .2 Auxiliary relays:
  - .1 1 spare relay of each type.
- .3 Provide three station type arresters for a 25 kV ungrounded service.

# **PART 2 PRODUCTS**

## **2.1 Materials**

- .1 Unit Substation Requirement and transformer: to ANSI C37.121.
- .2 Steel for cubicles: to CSA G40.21.
- .3 High Voltage Isolating Switches: to CSA C22.2 No.58.

## **2.2 Incoming Line Section**

- .1 **Automatic Fused Load Interrupter**
  - .1 The incoming high voltage switch shall be manually and automatically operated.
  - .2 The automatic fused load interrupter shall have an interrupting capacity of 500 MVA and rated for 25 kV. The switch shall be quick make, quick break. The switch shall be metal enclosed and close coupled to the transformer section.
  - .3 The switch shall be equipped with three current-limiting fuses sized according to the transformer. The switch shall be rated 600 Amperes continuous with a fault close rating of 11.5 kA symmetrical rms Amperes.



- .4 The switch shall be 3-pole, 2-position air insulated. A window in front of the switch shall permit visual inspection of the switch contacts. The switch shall be lockable and operable from the front of the unit.
  - .5 Access to fuse compartments shall be through a single front door. The door shall be Kirk-key interlocked with the switch mechanism so that the switch must be in open position before the door can be opened. Conversely, the door must be closed and locked and the key returned to the switch before the switch can be closed.
  - .6 Arc flash mitigation shall be considered in the design and selection of equipment.
- .2 **Lightning Arrester**
- .1 Install station class arresters rated at 18 kV and 15.3 kV-MCOV as indicated on the single-line drawing.
- .3 **Incoming and Outgoing Cable Entry**
- .1 The incoming cables shall enter the SUS from underground through three 78mm diameter conduits. Support and termination shall be provided for one single conductor AWG#1 per phase.
  - .2 The outgoing cables shall exit the SUS from underground through eight conduits (six 91mm diameter conduits for power cables and two 53mm diameter conduits for control cables). Support and termination shall be provided for six conductors AWG#700MCM per phase.

## **2.3 Transformer Section**

- .1 **Transformer Standards**
- .1 Furnish and install transformer of the two winding-type, three-phase, 60 Hertz, with ratings as indicated. Provide standard NEMA taps and standard sound level.
  - .2 Transformer shall be UL listed conventional dry type, and shall be designed, manufactured and tested in accordance with applicable ANSI, NEMA and IEEE standards.
- .2 **Transformer Characteristics**
- .1 Primary voltage: 25 kV primary, 60 Hz, Delta connected, 3-phase, Dyn1.
  - .2 Secondary voltage: 600 V, Wye-connected, 3-phase, 4-wire, high resistance neutral grounded.
  - .3 Dry-type self-cooled with provision for future forced air cooling.
  - .4 Capacity: 2000 kVA / 2500 kVA, ANN/ANF.
  - .5 K-Factor: K-20 for solid state variable speed drive loads.
  - .6 Basic impulse level: 125 kV.
  - .7 Temperature rise: 150°C average and 180°C hot spot.
  - .8 Copper Winding.

- .9 Insulation materials rated for continuous 220°C temperature class H and UL approved.
  - .10 Impedance: not less than 6%, not more than 6.5%.
  - .11 No load losses not to exceed 1.00% of kW rating.
  - .12 Voltage Taps: Four-2.5% taps, 2-FCAN, 2-FCBN.
  - .13 Tap Changer: Externally operated off-load changer, with provision for padlocking on 3 phase units.
  - .14 Temperature sensor on each phase with two sets of form “C” contacts and one 4-20 mA analog output, all wired to terminal blocks.
  - .15 “Hot Spot” analog gauge with resettable “max” pointer.
- .3 Core And Coil Assembly**
- .1 The core shall be constructed of non-aging, cold-rolled, grain-oriented, high permeability silicon steel.
  - .2 The core and coil construction shall be the most efficient, reliable and compact design suitable for secondary unit substation application. The self-cooled kVA rating shall be suitable for 30°C average, 40°C maximum ambient temperature.
  - .3 All core laminations shall be free of burrs and shall be stacked without gaps. The core framing structure shall be of rigid construction to provide full clamping pressure upon the core and provide the support points for the coils.
  - .4 The HV and LV coils shall be continuously wound. Coils shall be adequately braced for full short circuit capability.
  - .5 Vibration dampening pads shall be provided to isolate core/coil assembly from base structure if this is recommended within seismic zone 4.
- .4 Sound Level**
- .1 The transformer shall be designed to meet the sound level standards for dry type transformer as defined in ANSI C89.2 and NEMA ST-20.
- .5 VPI Process**
- .1 Transformer shall be sealed and protected using a Vacuum Pressure Impregnation (VPI) process. The core heated windings shall be subjected to a dry vacuum cycle, followed by wet vacuum cycle during which windings are impregnated with resin, and then followed by a pressure cycle to force the resin through the insulation. The windings shall be oven cured to bind the resin to the insulation material. The VPI and oven curing process shall completely seal and protect the windings from moisture and dirt and shall eliminate any voids which could create hot spots, partial discharge, or cause corona formation. Dip and bake impregnation is not acceptable.
- .6 Transformer Cubicle**
- .1 Match primary switchgear enclosures construction.
  - .2 Vents to provide adequate cooling for transformer.

- .3 Mount winding temperature measuring device display on front panel.
- .4 All protection, control relays and equipment shall be installed in a P&C control panel within the SUS assembly.

## **2.4 Enclosure**

- .1 Metal enclosed free standing, pad mounted, Outdoor rated NEMA 3R.
- .2 Ventilating Louvers: vermin, insect, rain proof with easily replaceable fiberglass filters.
- .3 Access from front and back.
- .4 Gaskets on removable covers and doors.
- .5 Constructed of heavy gauge sheet steel equipped with removable panels for access to the equipment on the front and rear sides.
- .6 The enclosure shall include provisions for rolling, skidding, lifting and jacking for installation.
- .7 Storage container on inside surface of compartment to accommodate spare parts.
- .8 Metal pocket on inside surface of door to accommodate drawing and diagram prints. Min. size: 305 mm x 305 mm.
- .9 Space heaters: 120 V, 250 W, 60 Hz, single-phase, in each cubicle complete with thermostat and disconnect switch.
- .10 Interior lighting: 32 W fluorescent lamp in weatherproof fixture in each cubicle with door-activated switch. Wire guard for lamp.
- .11 Receptacle: 120 V, single-phase, 60 Hz, duplex GFCI, in each cubicle.

## **2.5 Grounding**

- .1 Copper ground bus not smaller than 50 mm x 6 mm extending full width of multi-cubicle switchboard section and situated at bottom. Lugs at each end for size 4/0 AWG grounding cable.
- .2 Bond non-current carrying metal parts, including switchgear framework, enclosure and bases to ground bus.

## **2.6 Protection Devices**

- .1 Protection devices shall be powered by UPS.
- .2 Potential transformers for relay shunt trip:
  - .1 Primary voltage: 600 V, and
  - .2 Secondary voltage 120 V.
- .3 Current transformers for ground fault relay: to CAN3-C13, dry type suitable for indoor and outdoor unit substation application, with following characteristics for ground fault relay.
  - .1 Nominal voltage class: 600 V.

- .2 Rated frequency: 60 Hz.
- .3 Basic Impulse Level (BIL): 125 kV.
- .4 Metering accuracy rating: 0.15B-1.8.(2000:5A).
- .4 GROUND RESISTOR
  - .1 20A at 347 V continuous rating.
- .5 Ground fault relay.

## **2.7 Utility Metering On Secondary Side (BC Hydro Requirements for Secondary Voltage Revenue Metering)**

- .1 The contractor shall:
  - .1 Supply instrument transformer enclosure in accordance with Section 5.1.2.1 and 5.1.2.2.
  - .2 Supply and install a Hydel model CTS130PW-BC (13 jaw) or a microelectric model CT113-L (13 jaw) transformer-Type meter socket in accordance with Section 5.8.1.
  - .3 Supply and install a conduit between the instrument transformer enclosure and the meter socket in accordance with Section 5.9.
  - .4 Install the CTs and VTs in accordance with Section 5.7.
  - .5 Make the CT primary connection in accordance with Section 5.7.
- .2 BC Hydro will
  - .1 Supply the VTs, CTs, test switch, meter and metering wiring.
  - .2 Make the VT primary connections and install the test switch and meter.

## **2.8 SUS Future Upgrades**

- .1 The SUS shall have allowance for the future installation of cooling fans. Provide space for necessary controls and include suitable sensors in windings for future use.

## **2.9 Equipment Identification**

- .1 A permanent, legible warning notice carrying the wording "DANGER — HIGH VOLTAGE" shall be installed.
- .2 Identify electrical equipment with nameplates as follows:
  - .1 Nameplates: lamicoid 3 mm thick plastic engraving sheet, black face white core, lettering accurately aligned and engraved into core, mechanically attached with self-tapping stainless screws.
- .3 Nameplates for terminal cabinets and junction boxes to indicate system and/or voltage characteristics.
- .4 Nameplates:
  - .1 Primary switchgear-white plate, black letters:

- i. Engraved: “Entrance Cubicle”, and
  - ii. Engraved: “Main Switch”.
- .2 Transformer Section: stainless steel:
  - i. Engraved: “Transformer Dry type 2000 kVA, 25 kV to 600 V, BIL 125 kV, 3-phase, 60 Hz”.
  - ii. Winding temperature device engraved: “Winding Temperature”.
  - iii. Nameplate information shall be in accordance with IEEE standards.
- .3 Secondary switchgear: white plate, black letters:
  - i. Engraved: “Low Voltage Cubicle”.
  - ii. Engraved: “BC Hydro Metering”.

### **2.10 Wiring Identification**

- .1 Identify wiring with permanent indelible identifying markings, on both ends of phase conductors, feeders, branch circuit and control wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour coding: to Canadian Electrical Code, Part 1.

### **2.11 Arc-Flash Analysis**

- .1 Provide arc flash analysis of complete SUS unit.
- .2 Provide appropriate warning labels on the SUS.

### **2.12 Customer Metering**

- .1 Provide all CTs and PTs.
- .2 Provide Power Logic ION power and energy meter.

## **PART 3 EXECUTION**

### **3.1 Shop Fabrication**

- .1 Shop assembly and test components of substation.
- .2 After completion of factory assembly and testing, prepare for shipment to site in 1 piece.

### **3.2 Finishes**

- .1 Cubicle exteriors: Forest Green from Cloverdale paint.
- .2 Cubicle interiors: White.
- .3 Supply 2 spray cans of touch up paint of each colour.

### **3.3 Factory Acceptance Tests**

- .1 The Contractor shall notify Engineers when the Factory Acceptance Tests are scheduled.
- .2 Engineers shall notify the Contractor if they want to witness the tests.
- .3 The following tests shall be performed on the transformer in accordance with ANSI standards:
  - .1 No-load losses;
  - .2 Excitation current;
  - .3 Resistance measurement;
  - .4 Ratio test;
  - .5 Polarity and phase-relations test;
  - .6 Impedance and load-loss;
  - .7 Applied potential test;
  - .8 Induced potential test;
  - .9 Partial discharge;
  - .10 Temperature sensor functionality; and
  - .11 Ground fault relay functionality.

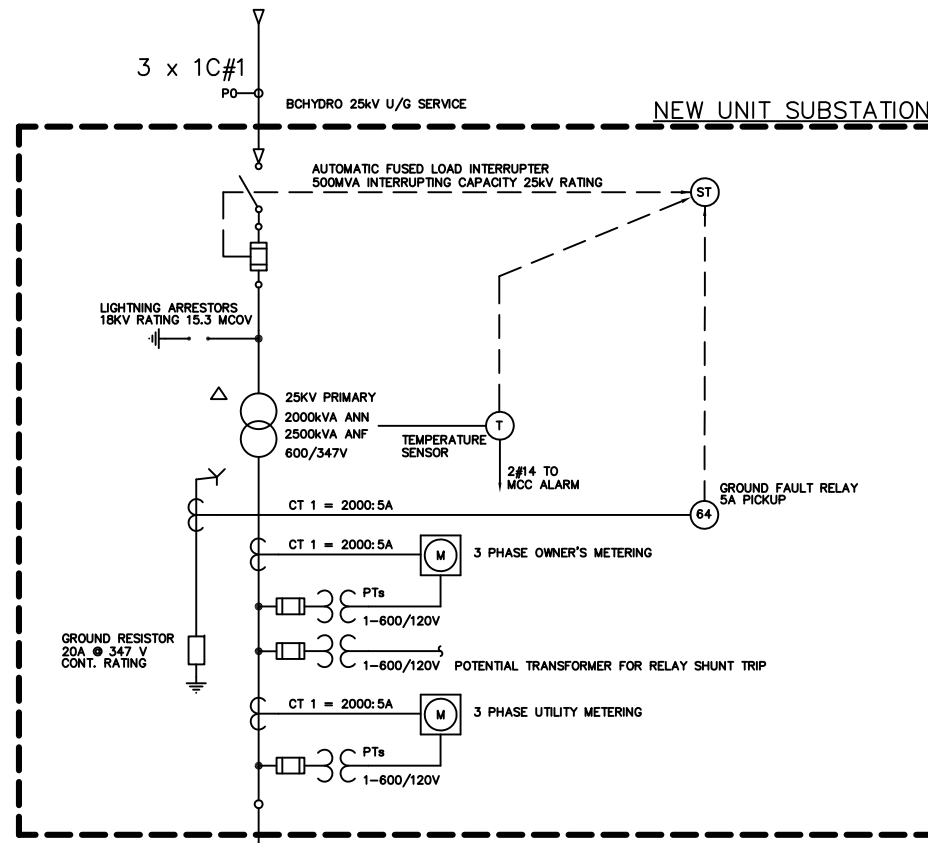
### **3.4 Delivery, Storage and Handling**

- .1 Material delivery schedule: coordinate with Engineer and Installation Contractor.
- .2 Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from potential damage from weather and construction operations. Store so condensation will not form on or in switchgear and if necessary, apply temporary heat where required to obtain suitable service conditions.
- .3 Deliver product in factory labeled packages and offload.
- .4 Coordinate SUS offloading with the Installation Contractor.

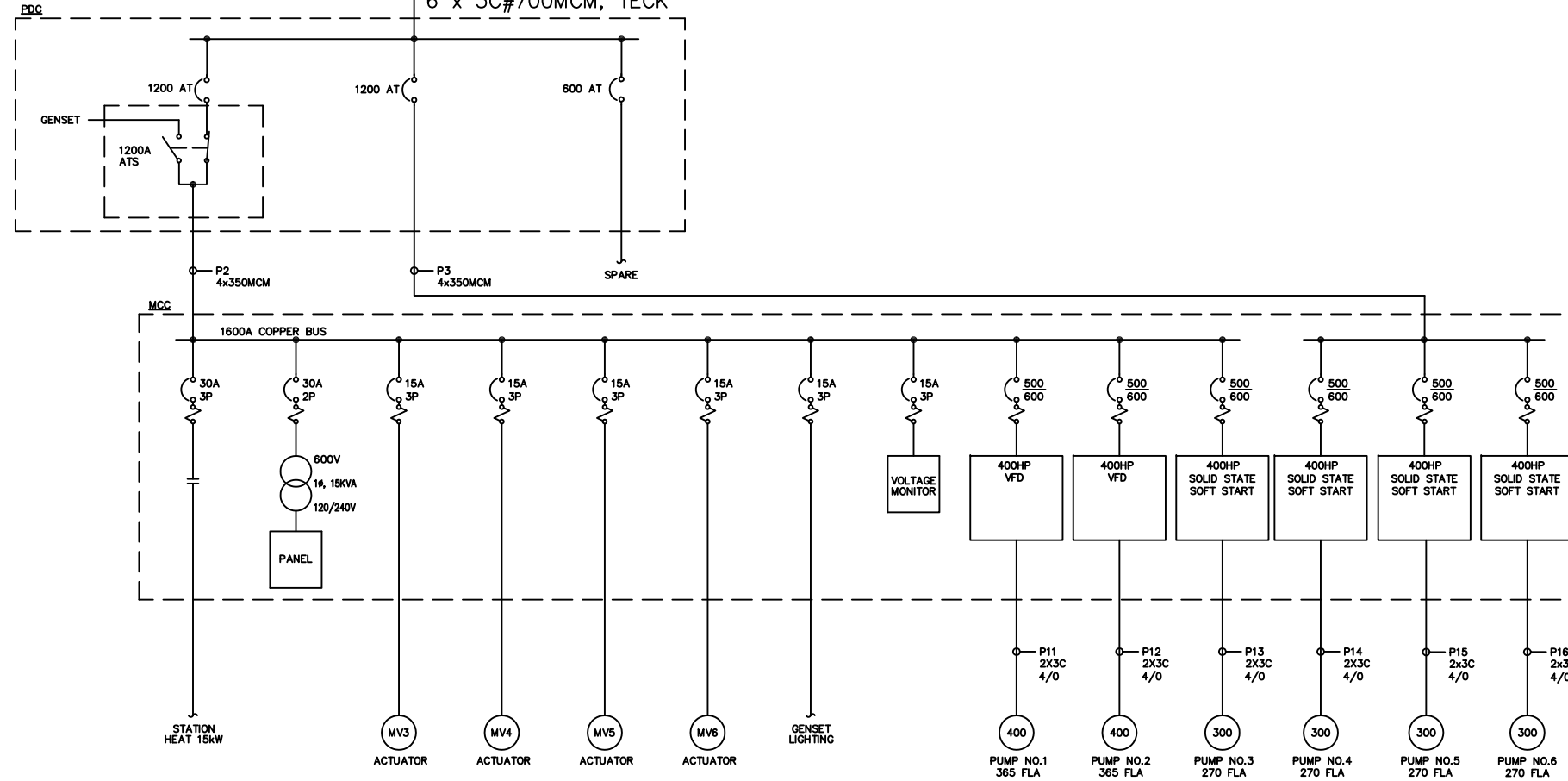
**END OF SECTION**

**SCHEDULE A- 2  
DRAWINGS**

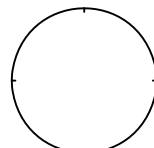
SCOPE OF SUPPLY BY THE CONTRACTOR



FAULT LEVEL INFORMATION FOR PRIMARY	
NOMINAL SYSTEM VOLTAGE 24.94 kV	
ESTIMATED FAULT CURRENT (SYMMETRICAL AMPS)	
LLL	4404
LLG	4282
LL	3814
LG	3582
X1/R1	5.2700
X0/R0	2.6600



1. 200\Ne\son\Projects\0000-0999\0400-0499\0471\281 - Newton PS Trade\Bentley\7\rdp\drawing\Autocad\Single Line - Newton Pump Station\0471\281.dwg  
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**kwl** KERR WOOD LEIDAL  
consulting engineers

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Burnaby, B.C. Fax: 604-294-2090  
V5C 6G9 www.kwl.ca

ALL DIMENSIONS ARE IN METRES  
ALL PIPE SIZES ARE IN MILLIMETRES

REVISION	DESCRIPTION	BY	DATE	APPROVED
5				
4				
3				
2				
1				

ENGINEERING DEPARTMENT  
CITY OF SURREY

BENCH MARK - S.M. #  
T.B.M. - S.I.P.

ELEV.  
ELEV.

SEAL

TITLE  
NEWTON PUMP STATION UNIT SUBSTATION  
SUPPLY CONTRACT  
FACILITY SLD

SCALE	HDR. VERT. SHOWN	AS DATE	2014-07-29	SURREY PROJECT NUMBER
DRAWN CHECKED	L. B.	SURREY DRAWING NUMBER	-----	
DESIGNED CHECKED	CONTRACT	-----		
PLANNING D&C	AS BUILT	SHEET 1 OF 1		
APPROVED	DESTROY ALL PRINTS BEARING PREVIOUS NUMBERS	REVISION 0		





## SCHEDULE B - QUOTATION

RFQ Title: **Supply, Testing, Commissioning and Warranty of  
Secondary Unit Substation at Newton Pump Station**

RFQ No: 1220-040-2014-067

### CONTRACTOR

Legal Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

1. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Agreement;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
  
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

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

**Section**

**Requested Departure(s) / Alternative(s)**

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

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,  
Workers' Compensation Registration Number: \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_  
and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the 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](http://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 \_\_\_\_\_; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

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

**Requested Departure(s) / Alternative(s)**

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



SECTION B-2

**Fees and Payments**

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

<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>Completion Time</b>	<b>Quantity</b>	<b>U/M</b>	<b>Unit Price</b>	<b>Total Amount</b>
<p><b>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</b></p> <p>CURRENCY: Canadian</p>					Subtotal:	\$
					GST (5%):	\$
					PST (7%):	\$
					<b>TOTAL QUOTATION PRICE:</b>	<b>\$</b>

**SECTION B-3**

**Time Schedule:**

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

MILESTONE DATES \_\_\_\_\_

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

**SECTION B-4**

**Key Personnel & Sub-Contractors:**

10. 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):

**Key Personnel**

Name: \_\_\_\_\_  
 Experience: \_\_\_\_\_  
 Dates: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Responsibility: \_\_\_\_\_

11. 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):

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

SECTION B-5

**Experience and References:**

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

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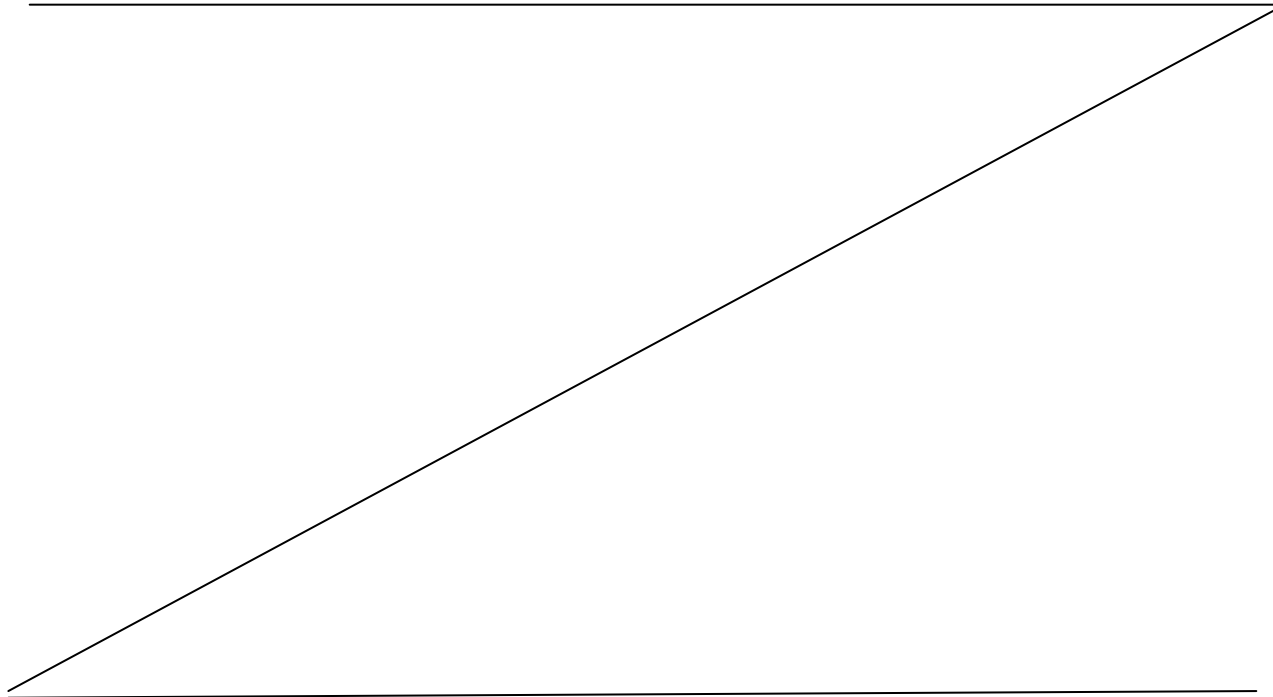
13. Contractor's relevant references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

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

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**CONTRACTOR**

**I/We have the authority to bind the Contractor**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**This Quotation** is accepted by the City this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**CITY OF SURREY**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Purchasing Representative)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name of Purchasing Representative)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)