REQUEST FOR QUOTATIONS

Title: **DESIGN, SUPPLY AND INSTALLATION OF SUNSHADE DESIGN BUILD SERVICES: SURREY CITY HALL**

Reference No.: 1220-040-2016-042

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/or 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, 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

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 one (1) copy (two (2) 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, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **March 31, 2016**. 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
Reference:	1220-040-2016-042

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 (the "BC Bid Website") and the City Website at 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 RFQ 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.

14. INFORMATION MEETING

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFQ (the "**Information Meeting**"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has not been scheduled.

15. SCHEDULE OF EVENTS

The following is an estimated schedule of events. The City reserves the right to cancel or change the schedule at any time.

Anticipated Event	Estimated Date
RFQ Issued	March 11, 2016
RFQ closes	March 31, 2016
Quotations evaluated by	April 11, 2016
Contract Award	April 20, 2016
Concept review approval	May, 2016
Submit for Building Permit	June, 2016
Construction Start	June, 2016
Construction Completion	July/August 2016

ATTACHMENT 1

DRAFT QUOTATION AGREEMENT

Title: **DESIGN, SUPPLY AND INSTALLATION OF SUNSHADE DESIGN BUILD SERVICES: SURREY CITY HALL**

Reference No.: 1220-040-2016-042

FOR THE SUPPLY OF GOODS AND SERVICES

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SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES
SCHEDULE B – QUOTATION

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: Design, Supply and Installation of Sunshade Design Build Services: Surrey City Hall.

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

AGREEMENT No. 1220-040-2016-042

BETWEEN: **CITY OF SURREY**
13450 - 104 Avenue
Surrey, B.C., Canada, V3T 1V8

(the "**City**")

AND:

_____
(Insert Full Legal Name and Address of Contractor)

(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;
(b) "City" means the City of Surrey;
(c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
(d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Schedule B, which the Contractor incurs in providing the Goods and Services;
(e) "Fees" means the price set out in Section B to Attachment 1, 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) "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that, as specified in the Agreement or as

required by good construction practice, are to be provided by the Contractor to the City to illustrate details of a portion of the Goods and Services; and

(k) "Term" has the meaning described in Section 3.1.

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

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

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

Schedule A – Specifications of Goods and Scope of Services; and
Schedule B – Quotation.

2. GOODS AND SERVICES

2.1 Goods and Services

2.1.1 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.

2.1.2 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 Schedule B, to Attachment 1.

2.1.3 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 Schedule B, 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.

2.1.4 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.

2.1.5 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.

2.2 Expediting, Inspection and Acceptance

2.2.1 All Goods and Services under this Agreement may be subject to expediting, inspection and testing by the City. The Contractor shall provide the City with copies of all documentation deemed necessary by the City for efficient expediting and shall provide the City free and clear access during normal working hours, to all other pertinent information, shops and other places of business of the Contractor and all its suppliers and/or sub-contractors. All Goods under this Agreement shall be subject to inspection and acceptance by the City. The City will notify the Contractor in writing of the rejection of any Goods which are not in accordance with the description or specifications stipulated in this Agreement, and all such rejected goods will be held subject to disposition at the Contractor's risk and subject to charges accruing as a result of such rejection. No acceptance by, or on behalf of, the City shall release the Contractor of its obligations as further stated hereunder.

2.3 Delivery and/or Completion

2.3.1 Delivery of the Goods and/or completion of the Services shall be made free and clear of all liens and encumbrances within the time, in the manner, and to the destination stipulated in this Agreement.

2.3.2 In the event of failure to meet this condition, the City shall be entitled to the return of all monies paid by the City on account of this Agreement and, in addition, may cancel this Agreement without liability or penalty and the Respondent shall be held liable for any and all expenses or losses resulting from such failure.

2.4. Design Development Drawings and Shop Drawings

2.4.1 The Contractor shall arrange for the preparation of all required Design Development Drawings and Shop Drawings and submission of them to the City.

2.4.2 Unless specifically required by the Agreement, it is intended that the Drawings provided by the Contractor are sufficiently complete to permit the Contractor to proceed with the Goods and Services, and that Shop Drawings are required to show details such as fabrication methods, connections or other details that are not customarily included in Drawings provided by an owner for work similar to the Goods and Services.

2.4.3 The City may require that a Shop Drawing be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the Shop Drawing has been prepared in compliance with applicable codes and design standards and good engineering practice.

2.4.4 If the City requires the review and stamping by a Professional Engineer of Shop Drawings that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the City.

2.4.5 The Contractor shall submit Drawings to the City in a timely way and in an orderly sequence so as to permit the City a reasonable opportunity to review the Drawings without causing a delay to the Goods and Services or to the work of other contractors. The City and the Contractor shall cooperate to establish a schedule for the submission and review

of Drawings. The Contractor and the City shall agree on the number of copies of each Drawing to be submitted.

2.4.6 Prior to submission to the City the Contractor shall review all Shop Drawings, and shall indicate such review by dating and stamping them. By this review the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that the Contractor has checked and coordinated each Shop Drawing with the requirements of the Goods and Services and the Agreement.

2.4.7 At the time of submission the Contractor shall specifically draw the attention of the City in writing to any deviations in the Shop Drawings from the requirement of the Agreement.

2.4.8 Unless otherwise specified in other provisions of the Agreement the Shop Drawings may be drawn in CAD format, or other electronic format at the selection of the Contractor.

2.4.9 The City will review the Shop Drawings submitted by the Contractor and return them in accordance with an agreed-to schedule, or otherwise with reasonable promptness so as not to cause delay to the Goods and Services.

2.4.10 The City shall make any changes in Shop Drawings which the City may require consistent with the Agreement and resubmit unless otherwise directed by the City in writing of any revisions other than those requested by the City.

2.4.11 When a submitted Shop Drawing is acceptable to the City as provided by this General Condition then the City shall date and mark the Shop Drawing as “Reviewed” and return it to the Contractor. The City shall date and mark the number of copies submitted.”

2.4.12 The Contractor may proceed with the Goods and Services shown on any Shop Drawing which the City has marked “Reviewed”. In no event shall the Contractor proceed with the performance of the Goods and Services utilizing Shop Drawings which have not been marked “Reviewed” by the City as provide by this General Condition.

2.4.13 The Contractor is responsible for any errors or omissions in the Shop Drawings and the City’s review shall not relieve the Contractor of that responsibility. The City’s review of the Shop Drawings will normally be to see if they are in general conformance with the Agreement but the City may, as the City may decide, review a Shop Drawing in greater or lesser detail.”

2.4.14 The City’s authority to review the Shop Drawings shall be for the benefit of the City and such authority shall not give rise to any duty or responsibility on the City to the Contractor subcontractors, or their agents, employees or other persons performing any of the Goods and Services.

2.4.15 The City’s review shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or of responsibility for meeting all requirements of the Agreement unless a deviation on the Shop Drawings has been approved in writing by the City.

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 AND DISBURSEMENTS

5.1 The City will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

6.2 The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

6.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

6.4 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and

6.5 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: Peter Joyce, Design & Construction Manager – Civic Facilities
Address: 6651 – 148th Street,
Surrey, BC, Canada V3S 3C7

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 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

8.5 The Contractor will preserve and protect the rights of the City with respect to any 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 and Services 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 in connection for which the Goods and Services were purchased. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

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

12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 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 five million ($5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent

employers liability, broad form loss of use, personal injury, and incidental medical malpractice. 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.

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 performance of the 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 200% 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:

(a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;

(b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;

(c) 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

(d) 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 agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that 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 shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.

18.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that 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 obligations to pay monies under this Agreement.

18.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) 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.

18.4 The Contractor agrees that it is the "prime contractor" for the work as defined in the *Workers' Compensation Act,* R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the

person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

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 any regulations requiring installation or adoption of safety devices or appliances.

18.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.

18.7 The Contractor understands and undertakes to comply with all the WCB 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)" shall be shipped along with the Goods, materials, products 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"

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.

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 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.

SPECIAL CONDITIONS

31. CONTROL OF THE GOODS AND SERVICES

31.1 The Contractor shall have complete control of the Goods and Services and shall effectively direct and supervise the Goods and Services so as to ensure conformance with the Agreement. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Goods and Services.

31.2 The Contractor shall maintain the work site in a tidy condition and free from the accumulation of waste, debris and waste products, other than that caused by the City, other contractors or their employees.

32. SUPERVISION

32.1 The Contractor shall employ a competent senior representative at the place of the work (the "Superintendent") who shall have the responsibility to ensure that the Goods and Services is performed in compliance with the Agreement. The Contractor shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the place of the work while the Goods and Services are being performed.

33. EXISTING UTILITIES

33.1 The Contractor is to search for and take special precautions to protect any existing utility services such as power services, communications services, gas and services, sewers and water services and in-floor radiant hydronic heating services affected by his operations at his own cost, and is to minimize and be responsible for any damage caused thereby. The Contractor is to at all times and at his own expense conducts his operations in accordance with the requirements of the utility authorities having jurisdiction.

33.2 All underground utilities are not necessarily shown on the drawings and locations of underground utilities, if shown on the drawings, are approximate only.

34. ELECTRICAL PERMITS AND INSPECTION

34.1 The Contractor is to arrange for and obtain all necessary permits before he commences the Services. The Contractor is to give the City a copy of the permit. The Contractor is to arrange for all necessary inspection of the Goods and Services as required by the *Safety Standards Act* and Regulations.

34.2 The Contractor is to pay all fees for permits and any costs which may be incurred during testing inspection by an Electrical Safety Officer. These costs are to be included in the Contractor's Quotation.

34.3 Electrical work is to be inspected by the City. All orders for revisions or changes to the design are to have the approval of the City.

35. DAMAGE TO CITY FACILITIES, BUILDINGS OR GROUNDS

35.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to City facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

35.2 If the Contractor fails to make timely repairs, the City may make any necessary repairs. All costs incurred by the City, as determined by the City, for such repairs shall be repaid by the Contractor by cash payment upon demand.

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

CITY OF SURREY
by its authorized signatory:

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)

CONTRACTOR
by its authorized signatories:

_____
(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. PURPOSE

1.1 The City of Surrey invites Contractors to provide comprehensive design and engineering services, supply, fabrication and installation services, and all associated work, for the addition of sunshading enhancements to Surrey City Hall's atrium reception area located at 13450 104th Avenue, Surrey, BC.

1.2 The Services shall include the provision of all labour, materials, plant and equipment but not be limited to all aspects of:

(a) Sunshade design, including detailed sun study modelling for complete day and season coverage;
(b) structural, fire protection and any lighting or electrical engineering design;
(c) code compliance and/or certified professional services for inclusion within an existing alternate solution for the atrium, plus review of fire testing for materials;
(d) costing;
(e) adequate construction documentation for building permit submission, fabrication and erection;
(f) fabrication and installation of approved design, including construction supervision, handover and closeout requirements.

2. BACKGROUND

2.1 The City had built and moved into a new City Hall in February of 2014. Since then the reception staff, located in the south end of the six (6) storey glazed atrium, has had significant issues working in overly bright sunlight conditions. The purpose of this design build RFQ is to develop and install sunshading mechanisms that will effectively eliminate staff issues caused by direct and reflected brightness, glare and contrast. An early ergonomic assessment report is attached for information as Attachment 2.

2.2 Base-building designers and engineers included Moriama Teshima Architects, Read Jones Christoffersen Structural Engineers and MCW Mechanical and Electrical Engineers. Randall Kovacs, of Gage Babcock & Associates, is the Certified Professional of record. Contact information is available in Attachment 3.

2.3 Base-building reference drawings and images are included as Attachment 4. The City takes no responsibility for the accuracy of the information provided. Supplementary drawings can be made available upon request.

2.4 Alternate Solutions to code compliance have been developed for the atrium space by Gage Babcock & Associates and the relevant Code Report excerpts are included in Attachment 5, Base-Building Code Compliance Report Excerpts. All designs must consider this report for conformity of any improvements. Refer specifically to Appendix C, Restrictions on Atrium Uses, in Attachment 5 for fabric fire testing requirements.

3. PROJECT DETAILS

3.1 The City intends to improve the natural lighting conditions of the reception/information desk area site, located in the City Hall atrium space at 13450 – 104th Avenue, Surrey.

3.2 Preliminary studies for this improvement have determined best resolution, both in regards to sunshading effectiveness and design aesthetic, will come from implementing tensile fabric structures, above and around the reception desk. The current design study suggests a movable freestanding shade will be necessary, in addition to the fixed overhead shade sails. An abstract of the design concept developed to date is included as Attachment 6. The City takes no responsibility for the accuracy of the modelling information provided.

3.2 The existing building, completed in 2013, will not be substantially altered. Any improvements are to take the existing building design, structure and services into consideration and all work is to be in coordination with the referred original building design consultants. (Refer to Attachment 3 - Consultant Contacts). Note: the atrium floor assembly includes radiant hydronic floor heating and is not fit for any form of structural attachment.

3.4 Budget

3.4.1 The total budget for the proposed scope of work contained in this RFQ is $30,000.00, excluding building permit and GST and should include all fees associated with consultants, any costs associated with the design, supply and installation of sunshading enhancements to Surrey City Hall's atrium reception area and include any other incidental items required to complete the scope of work.

3.4.2 The scope of work may have to be adjusted to ensure that the cost of the services remains under budget.

3.4.3 The Contractor shall identify possible changes in the scope of work proposed, if necessary, in order to keep this assignment within budget and shall contact the City if they wish to have questions answered prior to drafting their Quotation.

4. DESIGN VISION

4.1 The following is the City's design vision for this project:

(a) Incorporate fully effective sun protection for the desk staff;
(b) Respect the rectilinear building design, play off the curvilinear reception desk form and gesture to the atrium's public art piece above;
(c) Material colours may include white and/or be selected from the City's palette (i.e. green) and must be approved by the City;
(d) Installation can further include options for feature lighting, if it proves to enhance the design; and
(e) Fabrics are to be replaceable or exchangeable.

5. APPROACH

5.1 The Contractor shall:

(a) Engage key stakeholders in all stages of design to ensure effectiveness of decision making;
(b) Establish open, direct, and transparent communication among all stakeholders;
(c) Maximize functionality, generality and interoperability;
(d) Control improvement costs and budget;

(e) Maintain a direct relationship with the base-building consultants as necessary to provide a well-coordinated and comprehensive design;
(f) Establish well defined design methodology, processes and procedures, and lines of communication required to ensure delivering an effective and pleasing design;
(g) Establish and implement quality control and quality assurance procedures and measures to ensure compliance with the objectives of both design and installation requirements in order to achieve best possible results;
(h) Assign a quality control coordinator/manager to ensure compliance with the established design and installation processes and procedures; and
(i) Ensure all Municipal, Provincial and Federal codes and regulations are met.

6. OBJECTIVES

6.1 The improvement design will be developed with ongoing input from the City. The Contractor will assist the City in achieving the following objectives in stages one (1) through (4):

6.2 Stage 1 - RFQ Submission

(a) Prepare a concept design to include initial look and feel of the proposed sunshade solution, taking into consideration existing conditions;
(b) Provide a Quotation for all required design, consultation, fabrication and installation costs;
(c) Include an overall schedule for improvement delivery;
(d) Review applicable statutes, regulations, codes and by-laws and ensure understanding of the requirements of authorities having jurisdiction including the City's regulatory departments; and
(e) Build upon the existing information available including executing further site survey and assessment to the extent and requirements of the work.

6.3 Stage 2 - Design Development

(a) Coordinate with original base-building consultants on feasibility of contemplated design;
(b) Prepare for the City's review and approval, schematic design documents to effectively illustrate the layout and character of the improvement and model the effectiveness of sun shading:
    1. 3-D modelling to illustrate character in context plan, interior and exterior views;
    2. Presentation renderings if not by model;
    3. Project brief, outline specifications and assembly details to describe the size and technical character of the project, including architectural, structural and electrical systems, materials and such other elements as may be appropriate;
    4. Present finish material samples and test data; and
    5. Update reporting on cost and schedule.
(c) Present schematic design documents (maximum of two options) to project team; and
(d) Obtain approval from the City on the design concept and cost for the preferred design option prior to proceeding to next stage.

6.4 Stage 3 – Construction Documents

(a) Prepare adequate documentation for permit approvals:

1. Prepare plans, sections and elevations as appropriate for building permit application;
2. Provide professional letters of assurance as required for permits; and
3. Provide specifications, reports and approvals as necessary for code compliance by standard section, including architectural, civil, landscape, structural, mechanical and electrical discipline scope.

(b) Assist in acquiring building permit, in coordination with code consultant or Certified Professional if appropriate;

(c) Confirm material selections and colours;

(d) Prepare shop and field assembly drawings setting forth in detailing the requirements for fabrication and installation of the work;

(e) Determine construction management requirements for continued existing operations within and around the installation and to limit shutdown requirements;

(f) Submit cost and schedule updates, strategize procurement for and coordinate any long lead items; and

(g) Obtain approval from the City for this stage prior to any fabrication.

6.5 Stage 4 - Fabrication and Installation:

(a) Coordinate services of other consultants assisting and advising as applicable for installation;

(b) Manage the fabrication and construction processes, including general reviews and field services according to City Building Section requirements, including but not limited to:

1. Attend and participate in construction site meetings;
2. Conduct field reviews to ensure compliance with the construction documents and applicable codes and permits;
3. Receive and coordinate direction from the City with the construction team;
4. Review of works and issuance of required letters of assurance to the City;
5. Coordinate with the City's Representative and any commissioning parties for completion requirements, assessing and reporting on deficiency status and associated holdbacks;
6. Supply of Operations and Maintenance documentation and materials, including warranties and as-constructed drawings, and in coordination with the City's Representative ensure all required City submissions are completed prior to final payment;
7. Submit for regular payments, substantial performance, and final completion of the project;
8. Complete all certificates of completion and notices of certification of completion in accordance with the Builder's Lien Act;
9. Supply the City with final AutoCAD & PDF format record drawings, for City record; and
10. Review of project works prior to expiry of construction maintenance period.

7. PROJECT DELIVERABLES

7.1 Deliverables are those expected in accordance with best practices for this project's Contractor. The Contractor is expected to deliver at least the following aspects:

(a) Existing building structural assessment to inform on anticipated impact by design and for additionally imposed life/safety conditions in a seismic event;

(b) Existing Fire Protection system assessment to inform on anticipated impact by design;

(c) Electrical systems assessment and proposal for lighting improvement options;
(d) As needed meetings with the City's project team;
(e) Schematic design and design development documents, including 3-dimensional geo-positioning specific modelling presentation materials, schedule and costing;
(f) Detailed construction, shop and assembly drawings and specifications;
(g) Submit and receive approval for all applicable plans, including permits by the City's Planning & Development Department and by all relevant outside agencies;
(h) Presentations to other City boards and committees, if required to disseminate information about the Project and secure its approval;
(i) Quality assurance, site visits and change order processing during construction;
(j) Commissioning; and
(k) Project report and turn over documents including as-built drawings (sealed paper copy, scanned copy of sealed drawings in PDF format, and copy of As-built drawings in AutoCAD DWG format) and Operation and Maintenance documentation in PDF format, in accordance with Project Completion Deliverables in Attachment 7.

8. REPORTS

8.1 Written and graphic documentation is to be provided in both paper and electronic versions, standardized in Microsoft Office, Autocad, Sketchup and Adobe PDF formats, including text, sun study modelling and slides used in presentations, etc. The Contractor is to have the ability to communicate with City staff through the internet and the ability to exchange information through an FTP or MFT site. Storyboards, models and video will be provided in a format clearly explained in the Contractor's Quotation. With the exception of material expressly protected by copyright, any information submitted to the City becomes the property of the City.

9. PROJECT SCHEDULE

9.1 The proposed target completion date for the design, supply and installation of sunshading enhancements to Surrey City Hall's atrium reception area is July/August 2016. A detailed project schedule must be included as part of your Quotation. Installation dates will be confirmed once the contract is awarded.

SCHEDULE B - QUOTATION

RFQ Title: Design, Supply and Installation of Sunshade Design Build Services: Surrey City Hall

RFQ No: 1220-040-2016-042

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 – 5th Floor West
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
   (a) the Agreement;
   (b) the RFQ; and
   (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the 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)**

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 proposed 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 Website Standard Certificate of Insurance;

(d) City of Surrey or Intermunicipal 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)

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-1

Changes and Additions to Specifications:

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

_____

_____

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

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

_____

_____

SECTION B-2
Fees and Payments

8. The Contractor should provide a breakdown of the budget, including a breakdown of the estimated hours to be spent by each individual on the Contractor's team and the charge out hourly rate for each individual included in their Quotation.

   The Fee structure should be tabulated in a spreadsheet format with each task itemized including estimated quantity of hours, hourly rates, break out costs as per the specified breakdown of stages for the project, all deliverables, disbursements, and fees for anything the Contractor would consider additional work. Sub-Contractor fees and disbursements, including the proposed disbursement mark-up and an estimated total anticipated value of reimbursable expenses, should also be similarly itemized and tabulated. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

F.O.B. Destination, Freight Prepaid	**Payment Terms**: A cash discount of ____% will be allowed if invoices are paid within ___ days, or the ___ day of the month following, or net 30 days, on a best effort basis.	**Ship Via:**
Item #	**Item Name**	**Total Amount**
	The Contractor will provide all labour, plant, materials, tools and equipment necessary for the Design, Supply and Installation of Sunshade Design Build Services: Surrey City Hall.	
1.	Design Consulting & Engineering Labour:	$ _____
2.	Fabrication Labour	$ _____
3.	Installation Labour:	$ _____
4.	Materials:	$ _____
5.	Disbursements:	$ _____
	Note: Overheads, General Conditions and Profit are to be included in the above amounts.	
CURRENCY: Canadian	Subtotal:	$
	GST 5%:	$
	TOTAL QUOTATION PRICE:	$

9. Contractors should provide the hourly rates of assigned individuals and roles, to form the basis of any services in addition to the proposed fixed fee.

Individual	Role	Hourly Rate (Plus GST)
.1 Project Manager		$
.2 Site Superintendent		$
.3 Design Engineer		$
.4 Foreman		$
.5 General Labourer		$

SECTION B-3

Time Schedule:

10. 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

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

11. 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: _____

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

Description Of Goods & Services	*Sub-Contractors & Material Suppliers Names*	*Years Of Working With Contractor*	*Telephone Number And Email*

SECTION B-5

Experience and References:

13. 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):

14. Contractor's demonstrated ability to provide the Services:

15. Contractor's equipment resources, capability and capacity, as relevant:

16. Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these:

17. Contractor's demonstrated quality control and practice performance standards in place for use on this project:

18. 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.

19. Contractors should provide the following (use the spaces provided and/or attach additional pages, if necessary):

    (a) a narrative that illustrates an understanding of the City's requirements and Services;

(b) a description of the general approach and methodology that the Contractor would take in performing the Services including specifications and requirements;

(c) a narrative that illustrates how the Contractor will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;

(d) A 3-D model mock-up of intended concept design, in an appropriate form and format;

(e) a description of the standards to be met by the Contractor in providing the Services; and

(f) a list of the significant reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other).

20. 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)

ATTACHMENTS

Attachments two (2) through seven (7) shall be considered in the design and delivery of the project:

Attachment 2 – Ergonomic Assessment Report on Lighting Concerns at the Atrium Information Desk
Attachment 3 – Base-Building Consultant Contacts
Attachment 4 – Base-Building Reference Drawings
Attachment 5 – Base-Building Code Compliance Report Excerpts
Attachment 6 – Preliminary Concept Design Abstract
Attachment 7 – Project Completion Deliverables

Attachments two (2) through six (6) may be viewed and/or downloaded through the following City's Managed File Transfer Service link:

In the URL, or address field at the top, enter the following address: https://mft.surrey.ca/ and hit "enter".

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login"

https://mft.surrey.ca/
Login ID: surreybid
Password: Welcome
Folder: 1220-040-2016-042

ATTACHMENT 7 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET

Project Name:

Project Address:
End of Project Walk-through:

Date:
End of Project Walk-through:

City Representative: _____
Department: _____
Contact phone number: _____
Fax number: _____

Contractor/Contractor Rep: _____
Company Name: _____
Contact phone number: _____
Fax number: _____

A. BUILDING PERMITS – CLOSED OUT
- ☐ Architectural
- ☐ Electrical
- ☐ Mechanical / Plumbing
- ☐ Structural
- ☐ Other

B. O&M MANUALS RECEIVED

Shop Drawings to be included in O&M Manuals

Architectural
- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Electrical
- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Mechanical
- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Other(s)
- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

C. PROJECT CLOSE-OUT
- ~~☐ Project Summary Report~~
- ☐ Substantial Completions
- ☐ Deficiencies List
- ~~☐ Transfer of Utilities (Hydro/Teresan)~~
  ~~Notify City of Surrey (604-591-4804)~~
- ~~☐ Asset Inventory Forms including HVAC~~
- ☐ TCA Cost Summary Finance, & Warranty Information sheets & Project summary with graphics
- ☐ Final Occupancy Certification
- ☐ All documentation/correspondence pertaining to the project (File Share Device)

D. FALL PROTECTION / RESTRAINT SYSTEM
- ☐ Complete
- ☐ Wall plaques displayed as required
- ☐ 1 (PDF) containing the Fall Protection Safety System

E. AS-BUILT DRAWING SUBMITTALS

Architectural
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Civil
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Electrical
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Fire Protection
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Landscaping
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Mechanical / Plumbing
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Structural
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Other: _____
- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

F. FIRE SAFETY PLAN
- ☐ Complete
- ☐ Wall plaques displayed throughout facility
- ☐ 1 Electronic (PDF) file of the fire safety plan
- ☐ 2 paper copies of the fire safety plan

Signed:

_____
City Representative

_____
Contractor Representative

_____
Internal Representative

_____
Fire Chief/ Representative