



REQUEST FOR QUOTATIONS

Title: 2013 Lane Paving

Reference No.: 1220-040-2013-029

**REQUEST FOR QUOTATIONS
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REQUEST FOR QUOTATIONS INSTRUCTIONS TO CONTRACTORS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation to the City at the office of:

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

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

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

Faxed or emailed PDF Quotations are permitted, but a Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation. If the Contractor prefers to submit a hard copy, the Contractor will submit one original unbound Quotation and two (2) copies (three (3) in total).

3. DATE

The City would prefer to receive Quotations on or before **May 13, 2013**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

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

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

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

5. ADDENDA

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

6. DURATION OF QUOTATION

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

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

7. NO CONTRACT

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

8. ACCEPTANCE

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

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

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

11. CONFLICT OF INTEREST

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

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

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

13. CONFIDENTIALITY

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

14. SIGNATURE

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

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

15. BONDS

For clarity, No bonding is required.

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

DESCRIPTION OF SCOPE OF SERVICES REQUIRED

Provide all labour, materials, and equipment to perform all work necessary for road restoration and in-house capital improvements. The quantities are unknown until completion of the design for the project and, therefore, quantities will be determined on an “as and needed” basis. The Owner has no ability to pre-determine quantities for any term of the contract.

SCOPE OF WORK

The work shall consist of, but not limited to, performing the following tasks where specified:

- Supply & place material and provide services for the items indicated in Appendix 3.
- Provide any other works incidental to the proposed improvements.
- Excavated millings (hot & cold mix patch and gravel) to be disposed at a predetermined site within Surrey, as directed by the Owner. The Owner's intent is to reuse this excavated material at other project locations or stockpile material at one of the Owner's satellite yards.
- Paving work for each road section must be completed within the time frame for any term of the contract.



SCHEDULE B SAMPLE AGREEMENT

AGREEMENT

1. Agreement between Owner and Contractor
2. Schedule 1 – Schedule of Contract Documents

SAMPLE AGREEMENT

Contract: 2013 Lane Paving

Reference No.: 1220-040-2013-029

THIS AGREEMENT made this ____ day of _____, 201_

BETWEEN:

CITY OF SURREY

14245 – 56th Avenue
Surrey, British Columbia
Canada V3X 3A2

(the "**Owner**")

AND: _____

(NAME AND OFFICE ADDRESS OF *CONTRACTOR*)

(the "**Contractor**")

WHERE AS:

- A. The City desires to engage the services of the contractor for:
 "2013 – Lane Paving"
- B. The contractor has previously provided services to others of a similar nature and has the expertise for the work for the Owner

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

ARTICLE 1 THE WORK – START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before August 30, 2013, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "*Schedule of Contract Documents*", which is attached and forms a part of this Agreement, and includes

any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

ARTICLE 3 CONTRACT PRICE

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation due to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*. Fees and GST shall not exceed the amount of \$_____ without the prior written approval of the City.

ARTICLE 4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* will make payments to the *Contractor*.

ARTICLE 5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

ARTICLE 6 NOTICES

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Address: City of Surrey
Engineering Department – Operations Division
14245 56th Avenue
Surrey BC V3X 3A2

Fax Number: 604.591.7836

Email:

Attention: Tina Oakley, Contractor Administrator

The *Contractor*:

Address:

Fax Number:

Email:

Attention:

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2.1 immediately upon delivery, if delivered by hand; or
 - 6.2.2 immediately upon transmission if sent or received by fax or email; or
 - 6.2.3 after 5 days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax, or email assumes all risk that the fax or email will be received properly and that provisions of Paragraph 12.5 of the Instructions to Tenderers apply to the sender.

ARTICLE 7 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(SIGNATURE OF AUTHORIZED SIGNATORY)

(SIGNATURE OF AUTHORIZED SIGNATORY)

Owner:

CITY OF SURREY
by its authorized signatory(ies):

(SIGNATURE OF AUTHORIZED SIGNATORY)

(SIGNATURE OF AUTHORIZED SIGNATORY)

Schedule B – Sample Agreement

Schedule 1

SCHEDULE OF CONTRACT DOCUMENTS

The following is an exact and complete list of *Contract Documents*, as referred to in Article 2.1 of the *Agreement*.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings Volume II”, (“MMCD”) edition dated 2000. All sections of this publication are included in the *Contract Documents*.

1. Agreement, including Schedules
2. Addenda, if any, as issued
3. Supplementary General Conditions
4. General Conditions*
5. Special Provisions
4. Supplementary Specifications (Project)
5. MMCD Specifications*
6. Supplementary Standard Detail Drawings, if any
7. MMCD Standard Detail Drawings*
8. RFQ Document



Schedule B – Appendix 1 Special Provisions

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

“Section” means section of the Specifications or the Conditions of Contract.

“Item” means item of the Schedule of Prices.

S.P.2 Contract Time

The work under the contract is to be completed no later than the substantial performance date.

The Contractor is responsible for completing work by the substantial performance date. Failure to complete the work will result in a 5% penalty to the total cost of the project for every week the project is delayed. Extensions can be granted upon approval from the Contract Administrator.

S.P.3 Requirements of Work & Personnel

S.P. 3.1 Workers' Compensation (coverage and contractor to be prime contractor)

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Worker's 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 contract.

The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such 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 contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program that meets the requirements of the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all sub-contractors, workers, material men and others engaged in the performance of this contract. 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 co-ordination of safety and health under 20.2 - Notice of Project; 20.3 – Co-ordination of Multiple Employer Workplaces; and Section 118 – Co-ordination at Multiple Employer Workplaces of the Workers' Compensation Board Occupational Health and Safety Regulation.

The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and 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 obligation to pay monies under this contract.

The Contractor shall appoint a designated qualified co-coordinator to ensure the coordination of Health and Safety activities for the work locations, provide assurance of a written safety program in accordance with the Occupational Health & Safety Regulation, and to conduct weekly toolbox safety meetings and monthly formal safety meetings with the minutes forwarded to the Contract Administrator. The safety program, all written safe work procedures, and site maps are to be available at the work site prior to the commencement of the work.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings 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 contract 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.

S.P. 3.2 Occupational Health and Safety

The Contractor and its employees and the Contractor's sub-contractors and their employees shall conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City of Surrey may, on twenty-four (24) hours written notice to the Contractor, suspend the work hereunder as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.

Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City of Surrey against any loss or expense or penalty suffered or incurred by the City of Surrey by reason of failure of the Contractor, its agents or employees, or any sub-contractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

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

- (a) The Contractor shall provide all his work in such a manner that it ensures safety, of the public and in accordance with the safety regulations of the Workers' Compensation Board.

- (b) It is required that the Contractor understands and undertakes to comply with all the W.C.B. Industrial Health and Safety Regulations for hazardous materials and substances namely, the new "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations.

If you are unfamiliar with the Industrial Health and Safety Regulations covering hazardous materials and substances, in particular the WHMIS regulations, or if you are uncertain as to how they relate to the work you are performing for the City of Surrey on its premises/work site, we suggest you call the W.C.B. Head Office in Richmond during normal business hours – (8:30 a.m. – 4:30 p.m., Monday to Friday).

WHMIS INFORMATION
RESEARCH AND STANDARDS DEPARTMENT
W.C.B. Occupational Safety and Health Division
6951 Westminster Highway
Richmond, BC V7C 1C6

S.P.4 Safety Procedures and Health Regulations

S.P. 4.1 General

In addition to the City of Surrey's General Safety requirements described in SSP 10, the following details additional safety procedures and requirements associated with the special nature of this project.

The Contractor shall at all times employ safety procedures required by the Workers' Compensation Board, BC. Electrical Inspection and City of Surrey's Confined Space Entry Safety Procedure.

The Contractor shall be solely and completely responsible for the conditions of the work site including safety of all persons and property during performance of the work. The Contractor shall maintain the work site and perform the work in a manner, which meets the "Industrial Health and Safety Regulations" especially those pertaining to Confined Space Entry, the "Industrial First Aid Regulations" of the Worker's Compensation Board of British Columbia, and the City of Surrey's Confined Space Safety Procedure (included by reference only). These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall provide his own lighting, ventilation equipment, breathing apparatus, harnesses, manlift device and lifelines, free standing tripod point, gas detector, as well as any other safety equipment required to carry out the work in accordance with the above procedures.

S.P. 4.2 Safety Training

The Contractor will be responsible for ensuring that all workers have completed training, prior to the start of work, in all applicable disciplines in accordance with WCB requirements. All training costs and the equipment required to undertake this training are the sole responsibility of the Contractor. The City will have the right to request proof of training and any specific information regarding the content of that training. Training will be required in, but not limited to, the following areas for this project:

- Confined Space Rescue
- Confined Space Entry
- Ventilation

- Atmospheric Monitoring
- Self-Contained Breathing Apparatus
- Personal Protective Equipment

The Contractor must be able to demonstrate to the City that their workers have an understanding, working knowledge of confined space entry practices, and a working knowledge of all equipment required to carry out the work.

In the event that work involving untrained individuals is being undertaken, the City will have the right to stop the work until properly trained individuals are assigned. Any costs incurred as a result will be borne by the Contractor.

S.P. 4.3 Documentation to be Available on Site

The Contractor shall keep on-site, during the duration of the project, the following documentation:

- i) Contractor's confined space entry program, including, but not limited to: confined space entry procedures, lockout procedures, emergency response procedure, etc;
- ii) Written confirmation of confined space training received by employees; and
- iii) Documentation verifying that equipment being used meets applicable WCB requirements.

S.P. 4.4 Site Inspections and Audit

The Contractor shall allow the City the right of inspection and audit of site safety conditions and all pertinent health and safety performance records to measure adherence to safety and health objectives. Such inspection and/or audit may take place without prior warning or notice of intent.

S.P.5 Consultant

[This section intentionally left blank]

S.P.6 Coordination

The Contractor will be responsible for coordinating with other contractors, City forces, outside agencies and others as required throughout the Contract. While it is not an all-inclusive list of potential coordination requirements, the following is a list of known activities that the Contractor should be aware when planning for coordination.

Other Contractors

The Contractor will be required to coordinate their schedule and work program with the following construction activities, which will be tendered to other contractors by the City and will be construction concurrent with the Contract:

 NONE .

S.P.7 Availability of Site

The place of work, is available for the immediate commencement of the Services subject to weather conditions.

S.P.8 Quality Assurance

Services covered shall be performed by a single firm experienced in construction services of a similar nature and scope. Subject to approval of the City, the Contractor may subcontract any Services to be performed under this Contract. However, the election to subcontract Services shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Services had been performed by the Contractor's own employees.

All materials and hardware to be supplied by the Contractor, which are not specifically described herein, shall be of suitable construction, composition and quality to achieve their intended function.

S.P.9 Job Conditions

The Contractor shall be familiar with the project location 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.

S.P.10 Environmental Protection

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

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

The Contractor will report to the City immediately if any hazardous or toxic materials are found or discovered. Such materials are to be left untouched and the area is to be marked and cordoned off to prevent any access to the workers and the public.

S.P.11 Proposed Substitutions

Acceptance of material specifications that are an equal or higher level of quality compared to the material specified will not be unreasonably withheld.

Quotations for equipment substitutions to be made as separate line items and as additive or deductive alternates to the base equipment bid.

Evaluation of the substitutions to be made solely by the City whose decision shall be final.

S.P.12 Manuals

Installation and Operator's manuals must accompany equipment delivered. Electrical, Mechanical, and Plumbing booklets shall be provided to the City, as per the Specifications.

All manual(s) must be furnished prior to payment and delivered to the City. Failure to deliver all manual(s) that are ordered may result in non-payment until all manual(s) are received.

S.P.13 Hours of Work

The Contractor shall notify the Contract Administrator of his work schedule twenty-four (24) hours in advance.

The hours of work will be from 7:00 a.m. to 4:00 p.m. Monday to Friday or as approved by the Contract Administrator. Weekend work will be considered upon written notice received by the Contract Administrator. Overtime rates do not apply to scheduled work within the Agreement. The Contractor Administrator shall be informed one week in advance of any stoppage or restart of work.

S.P.14 Damage

The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Works as a result of any negligent act or omission, or misconduct in the performance of the Works and its subcontractor's Work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

S.P.15 Worksite Conduct

All labourers and workers, while working in and around the City facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers on the worksite 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 worksite immediately.

Alcohol and drugs are not tolerated on this site at any time including anyone deemed to be under the influence shall be escorted off site.

S.P.16 Cleanliness and Disposal of Unwanted Materials

Cleanup is to be done on a daily basis.

The Contractor is responsible for the cleanliness of the job site and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid

mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the City.

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

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

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

S.P.17 Accidents; Equipment Safety

Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the Surrey R.C.M.P. and a report requested. The City shall also be contacted immediately and be provided a copy of any reports.

The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defence which may be caused by Contractor's performance of this Contract, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Contract.

The Contractor's equipment operators shall maintain good safety and driving records, and use extreme caution during the performance of the Work.

S.P.18 Permits and Fees

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.

S.P.19 Final Inspection and Payment

When the Work is finally complete and the Contractor is ready for a final inspection, the Contractor is to notify the City, 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 Contract and the Contractor has performed all of its obligations, is hereby entitled to submit for final payment, subject to the *Builders Lien Act*.

S.P.20 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 Works 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 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 shall 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 Work as required from time to time by the City.



Schedule B – Appendix 2

Method of Measurement and Payment

**SCHEDULE B – APPENDIX 2
METHOD OF MEASUREMENT AND PAYMENT**

1.0 General

The method of measurement and payment as described in Section 02100 of the MMCD will not apply to the work in this Contract. This section replaces Section 02100 of the MMCD in its entirety.

1.1 Payment

.1 All payment for work within this Contract is included in the lump sum(s) and unit prices listed in Appendix 4 – Schedule of Quantities and Prices. No separate or extra payment will be made for the work described as part of the work in the contract documents.

.2

The work includes all materials, labour, equipment, plant, cut and waste, specified testing, other incidentals, and miscellaneous materials necessary to complete the work in conformance with the Contract drawings and specifications.

.3

The determination of the percentage of the work complete for the purposes of a progress payment will be made by the Contract Administrator and will be determined to an accuracy of plus or minus 5%.



Schedule B – Appendix 3
Supplementary Specifications, Project-
(SSP)

SCHEDULE B - APPENDIX 3 SUPPLEMENTARY SPECIFICATIONS (PROJECT)

These specifications should be read in conjunction with the Master Municipal Construction Documents (MMCD) Volume II – General Conditions, Specifications and Standard Detail Drawings 2000, as amended (not included herein); and the City of Surrey Supplementary Master Municipal Construction Documents: Supplementary Specifications and Supplementary Standard Drawing, May 2004 (not included herein).

SERVICES PURSUANT TO GENERAL CONDITIONS

The Contractor is required, as part of his obligation under the Agreement, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP1 to SSP31 hereunder.

SSP1 Description of Work

Provide all labour, materials, and equipment to perform all work necessary for road restoration and in-house capital improvements. The quantities are unknown until completion of the design for the project and, therefore, quantities will be determined on an “as and needed” basis. The Owner has no ability to pre-determine quantities for any term of the contract.

SSP2 Scope of Work

The work shall consist of, but not limited to, performing the following tasks where specified:

- * Supply & place material and provide services for the items indicated in Appendix 4 – Schedule of Quantities and Prices.
- * Provide any other works incidental to the proposed improvements.
- * Excavated millings (hot & cold mix patch and gravel) to be disposed at a predetermined site within Surrey, as directed by the Owner. The Owner's intent is to reuse this excavated material at other project locations or stockpile material at one of the Owner's satellite yards.
- * Paving work for each road section must be completed within the time frame for any term of the contract.

SSP3 General Requirements

All work shall conform to the Master Municipal Construction Documents (MMCD) Volume II, City of Surrey Supplementary Master Municipal Construction Documents: Supplementary Specifications and Supplementary Standard Drawing, May 2004 including in the City of Surrey Design Criteria Manual. All materials incorporated into the work shall conform to this Contract, to the City of Surrey's Engineering Standards and to the latest edition of the appropriate specifications of the American Society for Testing and Materials (hereinafter abbreviated as ASTM) or to other standards expressly specified. All provisions in the ASTM and other standards specifications specified regarding materials, workmanship, finish, inspection and rejection are hereby made part of the specifications as far as they are applicable and not inconsistent with the specifications.

Materials incorporated in the work, which are not specifically covered in the specifications, shall be of satisfactory quality and acceptable to the Owner and to the owners of the applicable utilities.

SSP4 Goods and Materials to be furnished by the Contractor

The Contractor shall furnish all goods, materials and equipment required to complete the work(s). The Contractor will be required to find, load, haul, unload, store and care for all of the goods and materials whether furnished by the Contractor or by the Owner. The cost of loading, hauling, unloading, storing and caring for the goods and materials required to be furnished by the Contractor shall be included in the prices in Appendix 4 – Schedule of Quantities and Prices under the items for which the goods and materials are required. The Contractor shall pay all freight, duty, royalties, wharfage, demurrage, taxes and other charges on the materials he furnishes under this Contract.

SSP5 Locations of Work

Locations for work items described in Appendix 4 – Schedule of Quantities and Prices shall be determined by the City of Surrey.

SSP6 Schedule of Quantity Ranges & Unit Prices

Refer to the attached Appendix 4 – Schedule of Quantities and Prices for a full list of descriptions and unit of measures for each item. Rates for each item shall be estimated per unit of measure and the items corresponding quantity range.

The quantities listed in Table 1 of Appendix 4 – Schedule of Quantities and Prices are the estimated Quantities to be accomplished in the contract. These quantities are not to be used as the actual amount that will be accomplished in this contract.

The items in Table 2 of Appendix 4 – Schedule of Quantities and Prices shall account for remediation of any unforeseen work and/or additional work required to meet the corresponding MMCD and/or Surrey Supplementary Specifications related to road restoration and road construction. The anticipated quantities for the other items will be relatively minor.

The Owner shall negotiate a unit price with the Contractor on items not covered in Appendix 4 – Schedule of Quantities and Prices or for quantities greater than the quantity ranges indicated. All estimated unit costs for items shall include traffic control, mobilization and demobilization, and all other work incidental to the proposed improvements.

SSP7 Anticipated Quantities of Work

The respective amounts of work to be done and carried out and materials to be furnished in the Schedule of Quantities and Unit Prices are an estimate for purpose of comparing quotations only. The Owner does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the Work, or to omit portions of the Work that may be deemed necessary or expedient by the Owner. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in the Schedule of Quantities and Unit Prices.

SSP8 Unit Rates

This shall be a labour and materials contract guided by the rates and pricing structure identified in Appendix 4 – Schedule of Quantities and Prices. The City reserves the right to request firm price quotations on an individual project from the successful contractor or any other contractor.

SSP9 Quantity Ranges

Quantity Ranges for Unit Prices in Appendix 4 – Schedule of Quantities and Prices shall be based on the number of units accomplished per project site visit for each working day. A visit shall include the cost of mobilization and demobilization of all resources required to complete the Units ordered by the Owner.

SSP10 Risk, Health & Safety

Refer to the attached Risk, Health and Safety Responsibility of Contractor requirements (Attachment #2) that outline the responsibility for all contractors working for the City of Surrey.

The Contractor shall, at all times, employ safety procedures required by the Workers' Compensation Board, and any other safety regulations relating to the control of vehicle and pedestrian traffic.

The Contractor shall be solely and completely responsible for the safe condition of the work site including safety of all persons and property during performance of the work. The contractor shall operate at the work site and perform the work in a manner, which meets the "Industrial Health and Safety Regulations". The requirements shall apply continuously and not be limited to only normal working hours. The contractor shall provide all safety equipment required to carry out the work in accordance with the above procedures. The contractor must supply proof of status and coverage, and such coverage must include not only employees, but also management and principals if they will be physically involved in the project.

All personnel provided for the work and services shall, at the contractor's expense, be properly attired with safety-toed footwear, hardhat, recognized clothing, and all other provisions of the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

Workers' Compensation Board must cover all employees, and it is required to indicate your registration number on the attached form.

Non-compliance to the above paragraphs by personnel will be considered in violation of the contract and will result in immediate dismissal of personnel involved with the job site and continued non-compliance will result in cancellation of the contract.

SSP11 Quantities

Hot-Mix Pavement (Permanent) Final Lift of Asphalt with Granular base preparation	
<i>Roads (50mm & 60mm)</i>	10,070 sq.m

The quantities included above shall not be used as the actual quantities to be accomplished in the term of the contract. It is to be used as an aid to assist in estimating the capacity and type of work that will be required under this contract.

SSP12 Force Account Rates

The Contractor shall estimate hourly rates for Equipment and Personnel on the corresponding attached Force Account Rate tables in Appendix 4 – Schedule of Quantities and Prices. Force Account Work for items listed in Appendix 4 – Schedule of Quantities and Prices shall be performed in accordance with MMCD 10.1, 10.2 and 10.3.

The Owner shall use the unit price per item listed in Appendix 4 – Schedule of Quantities and Prices and/or force account rates to conduct the required work. Forced Account Rates shall include rates for Equipment and Personnel related to items listed in Appendix 4 – Schedule of Quantities and Prices.

SSP13 Asphalt Pavement Unit Price Adjustment

The Contractor or the Owner may request adjustment of the unit prices submitted for Asphalt Pavement in Appendix 4 – Schedule of Quantities and Prices if the Composite Rack Posting (CRP) varies by more than 5.0% from the Quotation Closing Date (Date) to the time the asphalt paving is actually performed.

The CRP is a composite of the available Rack Postings for PG 64-22 FOB the Metro Vancouver, BC.

Requests for asphalt pavement unit price adjustment must be made prior to commencing asphalt paving. Payment for asphalt paving performed prior to a request for price adjustment will be made at the unit price submitted in Table 1 of Appendix 4 – Schedule of Quantities and Prices plus any previous adjustments made under this Supplementary Specification (Project).

Unit prices submitted under Table 2 of Appendix 4 – Schedule of Quantities and Prices will be increased or decreased as applicable using the following formula:

Unit prices submitted will be increased or decreased as applicable using the following formula:

$$\text{Adjustment} = (\text{CRP}_{\text{work}} - \text{CRP}_{\text{quotation}}) \times \text{AC}_{\text{volume}}$$

Adjustment amount in dollars per tonne the unit price is modified

CRP_{work} is the CRP at the time paving is performed

CRP_{quotation} is the CRP at the Quotation Closing Date (Date)

AC_{volume} is the mixture design percent asphalt content, by volume

SSP14 Pavement (Permanent) & base grade preparation

All permanent paving items shall be completed in one visit and will correspond to the range for the entire project quantity.

Item number 1.1 Pavement Work shall require no milling and only one (1) lift of asphalt and may be required on a daily basis at any time of the day, i.e. afternoon's. Base grade preparation of the existing surface must be in a suitable condition prior to asphalt placement.

SSP15 Grading

For Item number 2.1, if additional material is required the contractor shall notify the Owner prior to performing that work. If required the material, compaction and placement will fall under this item for payment. In addition, all Pavement items are to be machine placed unless indicated in the item description.

SSP16 Replace and Adjust Manhole/Catch Basin Cover

Replace and adjust manhole/CB covers to finished paving grades to City of Surrey standards. Payment will be made at the unit price for each manhole modified as described above.

SSP17 Tie in Existing Pavement

The Contractor shall match to the existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated by the Owner. Existing pavement and overlay shall be perpendicular to the roadway surface along neat lines, and to the minimum depth of 50 mm of the existing pavement.

SSP18 Traffic Control

The Contractor to at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while performing these services. The Contractor to be responsible at their expense, where necessary for all temporary traffic marking, signing, flagging and control while performing work covered by this agreement. In general, the following procedure to be followed.

These are specified in accordance with the Province of British Columbia, Ministry of Transportation & Highways' General Specifications for Highway Jurisdiction, Section 194 (Appendix A), and the Traffic control Manual for Work on Roadways, 1995 and the Traffic Control Manual for Work on Roadways, Field and Office Edition, (1999 Update). Please visit http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm for the latest updates.

Additional services to ensure safety may be required at the discretion of the Contract Administrator or designate. The Contractor to provide such additional services as directed at no extra costs.

SSP19 Disposal Site (if required)

Millings (asphalt, concrete, aggregate, etc.) shall be taken to a City of Surrey location (Works Yard, Cloverdale Yard, Stokes Pit, Project Site) or to a location directed by the Owner or agreed upon.

SSP20 Work Hours and Overtime Work

The Contractor should not schedule construction work requiring inspection in excess of the standard 40-hour working week. Work start and finish may vary depending on the type of work and project schedule. With the approval of the Contract Administrator, extended working hours on working days will be permitted for operations, which must reasonably be completed on that day.

On the infrequent occasion that the Contractor finds it necessary to work on Saturday, Sunday or holidays, which are observed by the construction industry in British Columbia, the Contractor shall obtain the Contractor Administrator approval forty-eight (48) hours in advance. He shall also be charged for the overtime portion of inspection costs. Such costs shall be deducted from monthly progress payments.

SSP21 Timing of Work

Work for all items listed in Appendix 4 – Schedule of Quantities and Prices shall be performed and completed by the Contractor before August 30, 2013.

SSP22 Working in Proximity to Overhead Power Lines

All work shall be in strict compliance with WCB, Industrial Health and Safety regulations, Section 24, which includes the minimum requirements and clearance applying to all persons working in proximity to overhead power lines.

SSP23 Tests and Inspections

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Contract Administrator timely notice of readiness therefore. All inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor. For all required inspections, tests, and approvals on any Work prepared, performed, the Contractor shall furnish the Contractor Administrator with the required Certificates of Inspection, testing, or approval. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Contractor Administrator and at the Contractor's expense. Neither observations by the Contract Administrator, or any City of Surrey Inspector nor inspections, tests or approvals by person other than the Contractor shall relieve the Contractor of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

SSP24 Stop Work

When Work is defective or when the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payment to Sub-Contractors for labour, materials, or equipment, or if the Contractor violates any provisions of these Contract Documents, the Contract Administrator may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the Contract Administrator to stop the Work shall not give rise to any duty on the part of the Contract Administrator to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

SSP25 Correction or Removal of Defective Work

When directed by the Contract Administrator the Contractor shall promptly, without cost to the Owner and as specified by the Contract Administrator, correct the defective Work remove it from site and replace it with non-

defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the Contract Administrator, the Owner may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

If, after approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or if it has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

SSP26 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the Contractor shall pay to the Owner an appropriate sum to compensate for the defect in the Work.

SSP27 Equipment

The Contractor shall provide and maintain in good operating condition, all plant and equipment necessary to comply with the requirements of this specification throughout the course of work.

The Contractor shall ensure that his plant and equipment meet the requirements of the current Pollution Control Act and Workers' Compensation Board Regulations.

SSP28 Weather & Job Conditions

No construction shall be undertaken during snow, heavy rain, freezing temperatures or other unsuitable conditions.

SSP29 Environmental Protection

All work shall be conducted in accordance with all applicable legislation, guidelines and best management practices of both the Ministry of Environment Lands and Parks and Department of Fisheries and Oceans. The deposit or release of debris or deleterious substances into the drainage system (storm sewer and downstream watercourse) will not be permitted.

The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this Agreement.

The Contractor shall not operate within the pit area in a manner, which will contaminate any material or area nor leave the pit in a condition, which will limit its future use.

SSP30 W.C.B Coverage and Contractor to be Prime Contractor

The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and 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 the Contract. The Contractor agrees that the City of Surrey has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers Compensation Board coverage against any monies owing by the City of Surrey to the Contractor.

The City of Surrey shall have the right to withhold payment under the Contract until the Workers Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling the Contract have been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers Compensation Board Occupational Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program that meets the requirements of the Workers Compensation Board, shall provide first aid services, and shall ensure that all Workers Compensation safety rules and regulations are observed during performance of the Contract, not only by the Contractor but by all subcontractors, workers, material personnel and others engaged in the performance of the Contract. **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 of Surrey confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under 20.2 Notice of Project; 20.3 Coordination of Multiple Employer Workplaces; and Section 118 Coordination at Multiple Employer Workplaces of the Workers Compensation Board Occupational Health and Safety Regulation.**

The Contractor shall provide the City of Surrey with the Contractors Workers Compensation Board registration number and 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 of Surrey having any obligation to pay monies under the Contract.

The Contractor shall appoint a designated, qualified Coordinator to ensure the coordination of Health and Safety activities for the work locations, provide assurance of a written safety program in accordance with the Occupational Health & Safety Regulation, and to conduct weekly toolbox safety meetings and monthly formal safety meetings with the minutes forwarded to the City of Surrey's Project Coordinator. The safety program, all written safe work procedures and site maps are to be available at the work site prior to the commencement of the work.

The Contractor shall indemnify the City of Surrey and hold harmless the City of Surrey from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings 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 the Contract 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.

SSP31 Fuel Emissions Data

The City of Surrey is committed to reduction of unnecessary fuel emissions (GHG) and intends to improve air quality by reducing unnecessary air pollution from contractors vehicles, machinery, mobile and portable equipment.

The City of Surrey prefers that Contractors use practices to reduce fuel consumption and emission discharge, including turning off trucks and vehicles during the course of the Work.

As of June 1, 2012 local governments are required to track and report on contracted emissions that are derived from fossil fuel (gasoline, diesel, natural gas, propane, and bio-fuel blends) consumption used to operate vehicles, equipment and machinery for all new contracts.

Therefore, commencing as of June 1, 2012 the City of Surrey will require all Contractors to communicate the quantity of fuel (gasoline, diesel, natural gas, propane, and bio-fuel blends) used to operate vehicles, equipment and machinery as part of the course of the Work "in scope" on a mutually agreeable basis. Fuel consumption associated with the provision of the Work must be provided to the City of Surrey relating to the Work provided in the previous period, in the following sample format.

Data provided should include the following information:

- Litres of fossil fuels consumed in relation to the service delivered under the agreement in each vehicle class and the fuel type for the Work provided in the previous period.

Sample Report:

P.O. Number	567932
Date Range	March 1 – September 15
Gasoline (litres)	1,200
Diesel (litres)	4,500
Prorated Based on	Service hours

**SCHEDULE B
APPENDICES 4 THROUGH 12**

Information from Schedule C of the RFQ will be inserted at the time of the award of the Contract:

Schedule B – Appendix 4	Schedule of Quantities and Prices
Schedule B – Appendix 5	Construction Schedule
Schedule B – Appendix 6	Key Personnel, Sub-Contractors, and Material Suppliers

Forms to be included at the time of the award of the contract:

Schedule B – Appendix 7	Prime Contractor Designation
Schedule B – Appendix 8	Risk, Health & Safety
Schedule B – Appendix 9	Statutory Declaration
Schedule B – Appendix 10	Certificate of Substantial Performance
Schedule B – Appendix 11	Notice of Certification of Substantial Performance
Schedule B – Appendix 12	Post Compliance Form Certificate of Substantial Performance



FORM OF QUOTATION
SCHEDULE C

RFQ Title: **Lane Paving**
RFQ No: **1220-040-2013-029**

CONTRACTOR

Legal Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

CITY OF SURREY

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

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

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

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

Section Requested Departure(s) / Alternative(s)

- 4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
 - (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number: _____;
 - (b) Prime Contractor qualified coordinator 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 see [Standard Certificate of Insurance](#);
- (d) City of Surrey business license Number: _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____;
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada
Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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

Changes and Additions to Specifications and Scope:

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

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

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

Fees and Payments

Table 1A						
Item 1.1 Hot-Mix Pavement (Permanent) Final Lift of Asphalt with granular preparation – Upper Coarse #2						
Laneway Paving (50mm)						
Location		From	To	L (m)	W (m)	Total (m ²)
77A Ave	North	14045	14171	260	4.0	1040
77 Ave	138 St	7720	13915	120	4.0	480
77 Ave	140 St	14173	14030	310	3.0	930
129 St	87A Ave	8710	12493	85	4.0	340
133 St	79 Ave	7964	7902	220	4.0	880
122A St	82 Ave	8168	8110	215	4.0	860
77A Ave	122 St	12355	12265	310	3.5	1085
74A Ave	122A St	12207	12253	92	4	370
76A Ave	120A St	12061	12191	297	3.5	1040
TOTAL (m²): 7,025				Subtotal:		
F.O.B. Destination, Freight Prepaid				GST (%):		
CURRENCY: Canadian				TOTAL PRICE:		

Table 1B						
Item 1.2 Hot-Mix Pavement (Permanent) Final Lift of Asphalt with granular preparation – Upper Coarse#2						
Laneway Paving (60mm)						
Location		From	To	L (m)	W (m)	Total (m ²)
79 Ave	140 St	14005	14137	250	3.5	875
79A Ave	140 St	14015	14065	125	4.0	500
81 Ave	132 St	8094	8030	230	4.0	920
80 Ave	123 St	7896	7836	150	5.0	750
TOTAL (m²): 3,045				Subtotal:		
F.O.B. Destination, Freight Prepaid				GST (%):		
CURRENCY: Canadian				TOTAL PRICE:		

Table 2		
DESCRIPTION	UNIT	UNIT PRICE
2.1 Granular Base (if required)	tonnes	
2.2 Replace & Adjust Manhole/Catchbasin Cover (where required)	ea	
2.3 Driveway Tie ins (if required)	sq. m	
Note: All unit price estimates shall be based on the range of units accomplished per visit. A "Visit" is defined under SSP 7 in Appendix 3.		

Force Account Labour and Equipment Rates:

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

Table 1 – Schedule of Labour Rates:

Labour Category	Straight Time/hr (Excluding GST)	Overtime Rate/hr (after 8 hours weekdays and all day Saturday) (Excluding GST)	Overtime Rate/hr (after 11 hours weekdays and all day Sunday) (Excluding GST)
1. Site Foreman	\$	\$	\$
2. General Laborer	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate

Time Schedule:

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

MILESTONE DATES

1. *Substantial Performance:* August 30, 2013, or such later date that the *Owner* may agree.
 2. *Total Performance* of the Work will be achieved by September 05, 2013.

Contractor may provide a Microsoft Project (or similar) schedule outlining the critical path and must include all major phases of the Work and indicate start and substantial completion dates for each.

Please state the following:

<u>WORK DESCRIPTION</u>	WORK SCHEDULE (In Working Weeks)																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Substantial Performance: August 30, 2013																					
Total Performance: September 05, 2013																					

Key Personnel & Sub-contractors:

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

Name: _____
 Years of Experience: _____
 Responsibility: _____

17. Contractors to describe their sustainability initiative relating to the environmental impacts. The environmental attributes (green) of their goods and services. Information pertaining to their environmental policies, programs and practices. Confirm that the contractor complies with any applicable objective.

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

This Quotation is executed by the Contractor this _____ day of _____, 2013.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)



Attachments

1. **Prime Contractor Designation Letter of Understanding**
2. **Risk, Health & Safety**

Attachment #1

**PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime *Contractor*" means in relation to a multiple-employer workplace,

- (a) the directing *Contractor*, employer or other person who enters into a written proposal with the *Owner* of that workplace to be the prime *Contractor* for the purposes of this Part, or
 - (b) if there is no proposal referred to in paragraph (a), the *Owner* of the workplace.
- (2) The prime *Contractor* of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime *Contractor* the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this *Contract*, the *Contractor* accepts all responsibilities of a Prime *Contractor* as outlined in the Workers' Compensation Act, and WCB OH&S Regulation.

As a *Contractor* signing this *Contract* with the *Owner*, you are agreeing that your Company, Management staff, Supervisory staff and workers will comply with the Workers' Compensation Board (WCB) Occupational Health and Safety Regulation and the Workers' Compensation (WC) Act.

Any WCB violation by the Prime *Contractor* may be considered a breach of *Contract* resulting in possible termination or suspension of the *Contract* and/or any other actions deemed appropriate at the discretion of the *Owner*.

Any penalties, sanctions or additional costs levied against the *Owner*, as a result of the actions of the Prime *Contractor* are the responsibility of the Prime *Contractor*.

The *Contractor* acknowledges having read and understood the information above.

By signing this *Contract*, the *Contractor* agrees to accept all responsibilities of the Prime *Contractor* for this project.

The *Contractor* fully understands and accepts the responsibilities of the prime *Contractor* designation in accordance with the Workers' Compensation Act while contracted by *Owner* for project and will abide by all Workers' Compensation Board Regulation requirements.

Contract No.: _____

Contract Title: _____

Company Name: _____

WorkSafeBC #: _____

Attachment #2

RISK, HEALTH & SAFETY Responsibility of Contractor(s)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. Any City of Surrey employee has the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely.

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.

Contractors shall restrict persons invited on the premises to employees only. No families or friends are permitted.

The contractor shall advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

GENERAL SAFETY RULES

Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.

Orderliness and good housekeeping are basic requirements and must be maintained at all times.

Any equipment, which could create a hazard, must be maintained in good condition.

Restricted and controlled products shall be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS.

Contractors shall use a regular system of inspections to detect and correct hazardous conditions, safety violations and unsafe working practices on the job site.

Contractors shall ensure their employees utilize proper safety equipment and clothing as required for job site activities.

Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. confined space entry, lockout, excavations and shoring, etc.

All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.

All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.

Contractors shall not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the City representative.

Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.