



REQUEST FOR QUOTATIONS

Title: CATHODIC PROTECTION SURVEY AND MAINTENANCE

Reference No.: 1220-040-2018-066

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A, A-1, A-2, & A-3 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 – Form of 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 which must be delivered 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 (1) 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 Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue,
Surrey, B.C., V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **July 26, 2018**. 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: 1220-040-2018-066

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 of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

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 should 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. BRAND NAMES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A, A-1, A-2, & A-3** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

15. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more preferred Contractors ("Preferred Contractors") to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Contractors.

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ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: CATHODIC PROTECTION SURVEY AND MAINTENANCE

Reference No.: 1220-040-2018-066

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

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DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **CATHODIC PROTECTION SURVEY AND MAINTENANCE**

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

AGREEMENT No.: 1220-040-2018-066

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, BC 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) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, A-1, A-2, & A-3, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnitees" has the meaning described in Section 11.2;
- (g) "RFQ" means the Request for Quotations;
- (h) "Services" means the services as described generally in Schedule A, A-1 A-2, & A-3, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (i) "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 & Scope of Services;
Schedule A-1 – Projects List;
Schedule A-2 – Projects Location Map;
Schedule A-3 – Special Provisions; and
Schedule B – Quotation.

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, A-1, A-2, & A-3, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 2.3 The Contractor will, if requested 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.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

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

4. TIME

- 4.1 Time is of the essence.

5. FEES

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

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number #xxxxxx, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City 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
- 6.4 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: _____
Address: _____

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

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to 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 shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the

Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.3 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 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the

- City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (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 the supply of the Goods and Services. 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 will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the 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 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

18.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com”

20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

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

21. COMPLIANCE

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

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

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

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

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

23. WAIVER

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

24. APPLICABLE LAW

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

25. NOTICES

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

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

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

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

27.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or

otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

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

28. SIGNATURE

- 28.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 28.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

29. FUEL EMISSIONS DATA

- 29.1 As of January 1, 2013, the City requires contractors to report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of operating (non-capital) services defined as "Traditional Services" in the Carbon Neutral Workbook.v2 as part of the BC Climate Action Charter. Typical data to be submitted would include the following for each calendar year:
- Type of vehicle/vehicle class used to deliver the contracted services;
 - Type of fuel consumed by each vehicle class; and
 - Litres of fossil fuels consumed in relation to the service delivered under the contract.
- 29.2 Fuel consumption associated with the provision of these services must be provided to the City within thirty (30) days of the end of the calendar year or the termination of the contract, whichever is earlier. An excel-based Fuel Use Reporting template will be provided by the City. The most current version of the workbook is located on the Climate Action Toolkit website for your reference at <http://toolkit.bc.ca/carbon-neutral-government>.

30. NON ROAD DIESEL ENGINE EMISSION REGULATION

- 30.1 If you **own, operate, or hire** diesel powered equipment, Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No 1161, 2012 (the Bylaw) may impact your business. The Bylaw came into force on January 1, 2012 and requires owners or operators to register and label Tier 0 and Tier 1 non-road diesel engines that are 25 horsepower (19kW) or greater in order to operate within Metro Vancouver. Tier 0 engines must have **90 days** of registration purchased by **December 31, 2014** or the engine(s) will be **prohibited from ever operating** in Metro Vancouver. To be fully registered an owner/operator must:
- provide required information (machine/engine/company details),
 - pay fees, and
 - label machines with Metro Vancouver issued registration number.

- 30.2 Other important information:
- Non-road Tier 1 engines must be registered and pay fees to operate,
 - Failure to comply with the Bylaw may result in fines up to \$200,000, and
 - 80% of fees paid into the program can be recovered.

30.3 The City may, at its discretion, give preference to equipment that meets higher emission standards.

30.4 Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

31. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

by its authorized signatory(ies):

(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

1.0 PURPOSE

The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for Cathodic Protection Survey and Maintenance and any other requirements.

1.1 Project Background

The City of Surrey has installed cathodic protection systems (Systems) on the water mains in corrosive areas. There are twenty-seven (27) Systems installed throughout the City, one of them is an impressed current cathodic protection, while the rest of the Systems are galvanic cathodic protection systems.

The 27 projects are listed in Schedule A-1 and as mapped in Schedule A-2. The approximate location of the test stations can be found in the as built drawings of the associated water mains, which are available on City's COSMOS.

The City has not conducted any monitoring or maintenance works on these Systems and is looking for a Contractor to survey the condition of the Systems and carry out maintenance and/or repair works required.

2.0 SCOPE OF WORK

The Scope of work includes, but not be limited to the following components:

2.1 Survey and Maintenance works

- Submit the proposed survey schedule to the City prior to conducting the survey;
- Review as-built drawings showing the water main and test station locations for the 27 systems;
- Locate all test stations by GPS;
- Clean test station inside and outside. Cleaning works shall include but not be limited to remove debris, re-organize wires, and re-paint the station cover if needed. The interior of the test station shall be cleared to facilitate testing without any disturbance;
- Conduct tests to confirm any high resistance connections, discontinuous wire, and electrical continuity between test stations and/or hydrants including any road crossings;
- Identify any additional test and provide objective and methodology of the test in the proposal. Any approved additional test done will be paid based on Schedule B, Optional Items, Section 3.1 on the Fees and Payments;
- Identify any electrical discontinuity between test stations;
- Repair any damaged items within the test stations; and
- Determine if the anodes are used up, and activate spare anode if available. All works are to be done in accordance with City's Design Criteria Manual, MMCD, and any other standards as applicable. The Contractor is responsible to obtain any necessary permits to conduct the survey and related maintenance works.

2.2 Report

At the end of the project, a report needs to be submitted to the City. The general guideline to prepare the report is as follows:

- Provide GPS coordinates and information of each test station in a format acceptable to City's GIS Section to allow each test station to be shown in COSMOS;
- Attach pictures before any excavation and after restoration;
- List the cleaning works conducted at each test station;
- Attach pictures of each test station after cleaning showing its general location including adjacent landmark(s) of the station and the internal layout/condition. Label and provide a short description of each picture taken;
- Record testing procedure, equipment used, and results of the tests conducted;
- Provide comment on the general condition of each test station: condition of the anode and activation of the spare anode;
- Provide comment on the general environment condition such as soil type and corrosion of metal pipes and accessories surrounding the station that may contribute to the anode deterioration;
- Identify and show Systems with possible discontinuous wire on a map. Provide recommendations on the methodology to pinpoint the broken wire location(s) and potential extent of the repair required. The repair of discontinuous wires outside/between the test stations is outside the scope of this project; and
- Recommend test stations maintenance requirements and frequency.

The City may choose to conduct a pilot study to repair one (1) system where discontinuous wires have been identified as part of this project with recommended method in the report. The proponent is to provide related costs under Optional Item, Section 3.3 on the Fees and Payments table in Schedule B.

3.0 PREFERRED CONTRACTOR QUALIFICATIONS

In order to achieve the specific targets of this project, the Contractor should be able to demonstrate the following:

- At least 5 years of experience related to cathodic protection systems, preferably in the City of Surrey.
- Relevant experiences related to cathodic protection maintenance works
- Demonstrated ability to deliver projects on time and within budget.

The Contractor shall be responsible for the overall management of the project that includes project planning, management and reporting.

4.0 SCHEDULE

The anticipated timing for major activities under this project will be:

Conduct Survey and Maintenance	August 15 to October 31, 2018
Submission of Draft Report	November 15, 2018
Submission of Final Report	November 30, 2018

The Contractor shall evaluate this schedule and recommend a revised schedule if this proposed schedule is not practical.

5.0 INFORMATION AVAILABLE TO THE CONTRACTOR

As built drawings for the 27 projects with cathodic protection system will be available to successful Contractor upon request.

- END OF PAGE -

**SCHEDULE A-1
PROJECTS LIST**

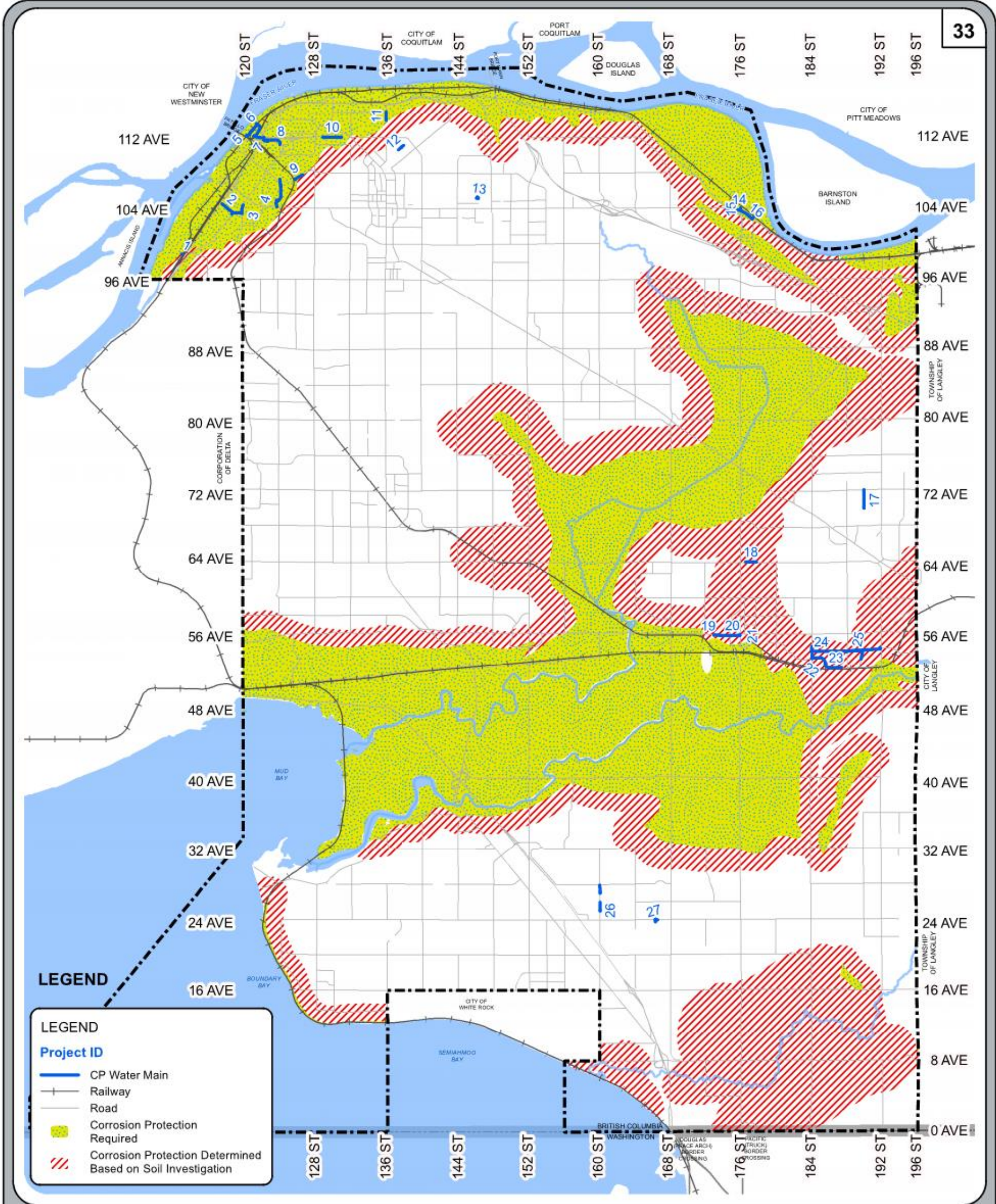
Project ID	Places of Work	Facility ID	CoS Project Number	Install Year	Size (mm)	Length (m)	Material	Number of Test Station	As Built DWG
Plywood Rd @ Robson Rd									
1	Plywood Rd (@ Robson Rd west)	1001842477	1209-5120-00	2014	300	3.69	DI	1	WD-018-009
103A Ave from highway 17 to Grace Rd									
2	103A Ave (@ lot 11811 103A Ave)	1000827762	7805-0143-00	2009	300	167.71	DI	13	WD-009-026, WD-019-055, WD-019-054, WD-019-056
	103A Ave (@ lot 11897 103A Ave)	1001213379	7805-0143-00	2009	350	153.16	DI		
	103A Ave (From Grace Rd to 120 St)	1001213416	7805-0143-00	2009	300	210.60	DI		
	103A Ave (@ Grace Rd)	1001213405	7805-0143-00	2009	300	1.67	DI		
	Grace Rd From 103A Ave(@ lot 10323 Grace Rd)	1001213369	7805-0143-00	2009	300	45.35	DI		
Scott Rd from 103A Ave to 104 Ave									
3	Scott Rd (From 103A Ave to 104 Ave)	1000827768	7805-0143-00	2009	300	153.12	DI	4	WD-009-027
124 St from Old Yale Rd to 104 Ave									
4	124 St (From Old Yale Rd to 10656 124 St)	1000833515	7806-0035-00	2010	400	125.19	DI	12	WD-010-060, WD-010-061, WD-010-062, WD-010-063, WD-010-064
	124 St (@ Old Yale Rd)	1000833516	7806-0035-00	2010	200	33.04	DI		
	124 St (@ Old Yale Rd)	1001200828	7806-0035-00	2010	150	0.80	DI		
	124 St (From 10656 124 St to 10488 124 St North)	1000833518	7806-0035-00	2010	400	339.03	DI		
	124 St (Btw 10656 124 St & 10642 124 St)	1000833517	7806-0035-00	2010	200	4.33	DI		
	124St (@ north 10488 124 St)	1000833511	7806-0035-00	2010	200	53.68	DI		
	124St (From 10488 124 St to 104 Ave)	1000833510	7806-0035-00	2010	400	181.77	DI		
Canadian National Rwy from 112 Ave to Musqueam Dr									
5	12031 Musqueam Dr (West Canadian national Rwy)	1001355864	7811-0321-00	2012	200	84.32	DI	2	W-000-057, W-000-058, W-000-059
Canadian National (SWM) Rwy from King George Blvd to Musqueam Dr									
6	12009 Musqueam Dr(West Canadian national Rwy)	1001197345	1208-3030-00	2011	200	21.27	DI	13	W-000-048, W-000-049, W-000-050, W-000-051, W-000-052
	12009 Musqueam Dr(West Canadian national Rwy)	1001420245	1208-3030-00	2011	200	112.01	DI		
	12031 Musqueam Dr (West Canadian national Rwy)	1001420255	1208-3030-00	2011	200	76.92	DI		
	12155 Musqueam Dr(West Canadian national Rwy)	1001197352	1208-3030-00	2011	200	18.58	DI		
	12155 Musqueam Dr(West Canadian national Rwy)	1001197353	1208-3030-00	2011	200	9.35	DI		
	12155 Musqueam Dr(West Canadian national Rwy)	1001197347	1208-3030-00	2011	200	167.00	DI		
	Musqueam Dr(@ West Canadian national Rwy)	1001197400	1208-3030-00	2011	200	15.00	DI		
	Musqueam Dr(@ West end of West Canadian national Rwy)	1001197401	1208-3030-00	2011	200	0.21	DI		
	Musqueam Dr(@ West Canadian national Rwy)	1001197402	1208-3030-00	2011	200	5.59	DI		
112 Ave from bridge Rd to Musqueam Dr									
7	112 Ave (@ Bridge Rd)	1001699637	1211-9050-00	2013	300	1.75	DI	6	WD-000-034, WD-000-035, WD-000-036, WD-000-037, WD-000-038
	113 Ave (@Bridge Rd)	1001699638	1211-9050-00	2013	300	2.48	DI		
	112 Ave (From Musqueam Dr to Bridge Rd West)	1001699642	1211-9050-00	2013	350	120.16	DI		
	112 Ave (@ Musqueam Dr)	1001699659	1211-9050-00	2013	350	1.80	DI		
	Musqueam Dr (112 Ave to West Canadian National Rwy)	1001699660	1211-9050-00	2013	350	317.91	DI		
	112 Ave (@ Musqueam Dr)	1001699646	1211-9050-00	2013	350	1.32	DI		
	12031 Musqueam Dr East	1001699647	1211-9050-00	2013	250	13.19	DI		
	12031 Musqueam Dr East	1001699658	1211-9050-00	2013	250	1.00	DI		
	12031 Musqueam Dr to 12009 Musqueam Dr	1001699650	1211-9050-00	2013	250	38.04	DI		
111A Ave from highway 17 to 124 St									
8	111A Ave (From 112 Ave west to highway 17 east)	1001224458	1209-3090-00	2011	300	125.26	DI	8	W-010-064, W-010-065
	111A Ave (@ 11125 111A Ave north)	1001224460	1209-3090-00	2011	250	56.63	DI		
	111A Ave (to 124 St)	1001224470	1209-3090-00	2011	300	379.76	DI		
	112 Ave (@ 12180 112 Ave south)	1001810268	1209-3090-00	2011	300	12.42	DI		
Old Yale Rd from 125B St to 128 St									
9	Old Yale Rd (From 125B St to east 12662 Old Yale Rd)	1001188444	1209-3060-00	2011	200	211.84	DI	3	W-010-060, W-010-065, W-010-064
	Old Yale Rd (@ 125B St)	1001224342	1209-3060-00	2011	200	2.31	DI		
	Old Yale Rd (@ 125B St)	1001224346	1209-3060-00	2011	150	8.37	DI		
112 Ave from 128A St to 131 St									
10	112 Ave (@ lot 13024 112 Ave)	1001144201	1207-3570-00	2008	200	4.11	DI	6	W-001-042, W-001-043
	112 Ave (from lot 13024 112 Ave to 131 St west)	1001144242	1207-3570-00	2008	200	146.82	DI		
	112 Ave (from lot 13024 112 Ave to lot 12880 112 Ave)	1000412995	1207-3570-00	2008	200	286.14	DI		
136 St from 114 Ave to 115 Ave									
11	136 St (From 114 Ave to 115 Ave)	1000413122	1201-3040-00	2002	300	202.40	DI	6	WD-001-025
Bentley Rd from 110A Ave to Brentwood Cr									
12	Bentley Rd (@ Harper Rd)	1000407893	1201-3040-00	2002	200	10.00	DI	3	W-012-090, W-012-091
	Bentley Rd (From 110A Ave to Harper Rd)	1000407896	1201-3040-00	2002	200	88.12	DI		
	Bentley Rd (From Harper Rd to Brentwood Cr)	1000407897	1201-3040-00	2002	200	74.19	DI		
14620 105A Ave (Whalley main pump station)									
13	14620 105A Ave (Whalley main pump Station)	1001168660	1201-5010-00	2010	400	26.97	DI	5	WD-013-

Project ID	Places of Work	Facility ID	CoS Project Number	Install Year	Size (mm)	Length (m)	Material	Number of Test Station	As Built DWG
	14620 105A Ave (Whalley main pump Station)	1001168662	1201-5010-00	2010	300	14.44	DI		070(P)
	14620 105A Ave (Whalley main pump Station)	1001168665	1201-5010-00	2010	600	10.64	DI		
	14620 105A Ave (Whalley main pump Station)	1001168666	1201-5010-00	2010	600	27.76	DI		
	14620 105A Ave (Whalley main pump Station)	1001168667	1201-5010-00	2010	750	26.71	ST		
	14620 105A Ave (Whalley main pump Station)	1001168668	1201-5010-00	2010	600	12.94	ST		
104 Ave from highway 17 to 176 St									
14	104 Ave (From highway 17 to 176 St)	1001700645	E1-F1-CZ05	2013	300	361.90	DI	4	WD-026-025, WD-026-026
176 St @ 104 Ave									
15	176 St (@ highway 17 east)	1001700657	E1-F1-CZ05	2013	300	6.25	DI	2	WD-026-025, WD-026-026
	176 St (@ highway 17 east)	1001700660	E1-F1-CZ05	2013	300	44.93	DI		
Daly Rd from 104 Ave to 177A St									
16	highway 17 (From 176 St to 177A St)	1001864178	MOTH-GEC-AW	2014	300	325.41	DI	5	WD-027-027, WD-027-028, WD-027-029, WD-027-030
	highway 17 (@ 176 St)	1001864181	MOTH-GEC-AW	2014	150	2.77	DI		
	177A St (@ Daly Rd)	1001864190	MOTH-GEC-AW	2014	300	45.23	DI		
	177A St (@ Daly Rd)	1001864196	MOTH-GEC-AW	2014	300	1.80	DI		
190 St from 70 Ave to 72 Ave									
17	190 St (@ 70 Ave)	1000841432	1206-8030-00	2007	300	4.80	DI	8	WD-068-083, WD-068-084
	190 St (@ 70 Ave)	1000841438	1206-8030-00	2007	600	5.70	DI		
	190 St (@ 70 Ave)	1000841439	1206-8030-00	2007	450	2.40	DI		
	190 St (@ 70 Ave)	1000841441	1206-8030-00	2007	100	2.22	DI		
	190 St (From 68 Ave to 7154 190 St)	1000841449	1206-8030-00	2007	600	357.39	DI		
	190 St (@ 72 Ave)	1000841458	1206-8030-00	2007	450	2.33	DI		
	190 St (@ 72 Ave)	1000841459	1206-8030-00	2007	750	1.83	DI		
	190 St (From lot 7180 190 St to 72 Ave)	1000841462	1206-8030-00	2007	750	42.59	DI		
	190 St (@ 72 Ave)	1000841463	1206-8030-00	2007	500	2.51	DI		
64 Ave From highway 15 to 177B St									
18	64 Ave (From 176A St to 177B St)	1000834900	1203-3220-00	2004	350	190.16	DI	4	WD-067-039, WD-067-055
	64 Ave (From 177B St to lot 17767 64 Ave)	1000834901	1203-3220-00	2004	350	60.23	DI		
17351 56 Ave south									
19	56 Ave (@ lot 17400 56 Ave west)	1001422882	MOTH 71101-1004	2009	300	7.58	DI	2	W-071-128, WD-076-040
	56 Ave (@ lot 17400 56 Ave west)	1001172999	MOTH 71101-1004	2009	250	2.22	DI		
	56 Ave (@17351 56 Ave South)	1001173000	MOTH 71101-1004	2009	300	113.51	DI		
	56 Ave (@17351 56 Ave South)	1001173001	MOTH 71101-1004	2009	300	1.79	DI		
	56 Ave (@17351 56 Ave South)	1001173002	MOTH 71101-1004	2009	300	3.58	DI		
56 Ave from 17400 56 Ave to 176 St									
20	56 Ave (@ lot 17400 56 Ave to 17535 56 Ave)	1001163689	MOTH 71101-2010	2009	300	295.58	DI	7	W-071-128, WD-076-036, WD-076-038
	56 Ave (@ lot 17535 56 Ave to 176 St)	1001163706	MOTH 71101-2010	2009	300	170.99	DI		
176 St @ 56 Ave									
21	176 St (@ 56 Ave)	1001163702	MOTH 71101-2010	2009	250	28.46	DI	1	WD-076-036, WD-076-037, WD-076-038
	176 St (@ 56 Ave)	1001163703	MOTH 71101-2010	2009	250	2.39	DI		
53 Ave from 184 St to 52 Ave									
22	53 Ave (From 184 St to 185A St)	1000418473	7897-0028-00	2005	300	525.01	DI	1	WD-088-020, WD-088-021
	184 St (@ 53 Ave)	1000419973	7897-0028-00	2005	300	22.76	DI		
	184 St (@ lot 18425 53 Ave)	1000419974	7897-0028-00	2005	300	80.07	DI		
52 Ave from 188 St to 185A St									
23	52 Ave (@ lot 18725 52 Ave)	1000846065	7806-0063-00	2008	300	95.02	DI	4	WD-088-026, WD-088-027, WD-088-028, WD-088-029,

Project ID	Places of Work	Facility ID	CoS Project Number	Install Year	Size (mm)	Length (m)	Material	Number of Test Station	As Built DWG
	52 Ave (From 185A St to lot 18725 52 Ave)	1000846410	7806-0063-00	2008	300	190.60	DI		WD-088-030, WD-088-031
54 Ave from 184 St to 192 St (IMPRESSED CURRENT CATHODIC PROTECTION)									
24	54 Ave (@192)	1000418454	1200-5120-00	2004	450	31.46	DI	13	WD-088-008, WD-088-009, WD-088-010, WD-088-012, WD-088-014
	54 Ave (@184 St)	1000418449	1200-5120-00	2004	600	13.93	DI		
	54 Ave (@188 St)	1000418452	1200-5120-00	2004	600	15.80	DI		
	54 Ave (From 184 St to 188 St)	1000418453	1200-5120-00	2004	600	761.91	DI		
	54 Ave (From 188 St to 189A St)	1000418461	1200-5120-00	2004	600	389.55	DI		
	54 Ave (@184 St)	1000419965	1200-5120-00	2004	600	12.20	DI		
	54 Ave (@184 St)	1000419966	1200-5120-00	2004	600	8.50	DI		
	54 Ave (From 19060 54 Ave to 192 St)	1000418460	1200-5120-00	2004	300	315.58	DI		
	184 St (From 54 Ave to 5451 184 St)	1000419969	1200-5120-00	2004	300	110.81	DI		
	54 Ave (From lot 18858 54 Ave to 189 St)	1000842388	1200-5120-00	2004	250	127.72	DI		
	54 Ave (From 189A St to 18998 54 Ave)	1000842389	1200-5120-00	2004	250	102.13	DI		
	54 Ave (From 189 St to 189A St)	1001080259	1200-5120-00	2004	250	96.16	DI		
189A St from 54 Ave to 52 Ave									
25	189A St (From 54 Ave to 52 Ave north)	1001868297	1710-7100-00	2015	300	207.70	DI	4	WD-088-038
160 St from 26 Ave to 28 Ave									
26	160 St (@ lot 2525 160 St)	1001182066	7805-0126-00	2010	350	5.78	DI	8	WD-115-030 WD-115-031
	160 St (@ lot 2525 160 St)	1001182067	7805-0126-00	2010	350	1.60	DI		
	160 St (@ 27 Ave)	1001182094	7805-0126-00	2010	300	1.23	DI		
	160 St (@ lot 16012 160 St)	1001182101	7805-0126-00	2010	350	37.37	DI		
	160 St (@ lot 2501 160 St)	1000812588	7805-0126-00	2010	350	188.31	DI		
	160 St (From 28 Ave to 27A Ave)	1000812591	7805-0126-00	2010	350	152.66	DI		
16666 24 Ave									
27	16666 24 Ave (Grandview Reservoir)	1000815886	1204-5050-00	2006	900	10.20	ST	4	WD-125-035(PE), WD-125-036(PE)
	16666 24 Ave (Grandview Reservoir)	1000815887	1204-5050-00	2006	750	28.13	ST		
	16666 24 Ave (Grandview Reservoir)	1000815888	1204-5050-00	2006	600	59.55	ST		
	16666 24 Ave (Grandview Reservoir)	1000815890	1204-5050-00	2006	600	1.75	ST		
	16666 24 Ave (Grandview Reservoir)	1000815891	1204-5050-00	2006	600	1.90	ST		
	16666 24 Ave (Grandview Reservoir)	1000815892	1204-5050-00	2006	600	0.70	ST		
	16666 24 Ave (Grandview Reservoir)	1000815900	1204-5050-00	2006	900	27.00	ST		

**SCHEDULE A-2
PROJECTS LOCATION MAP**

33



Cathodic Protection Water Mains



GIS SECTION
ENGINEERING
CITY OF SURREY

Source: G:\MAPPING\GIS\Maps\Custom\wtr\CathodicProtectionInv\breakHistory\III\PS_wtrMainBreakHistoryIII.mxd

SCHEDULE A-3 SPECIAL PROVISIONS

SP 1 SCOPE OF WORK

The *Contractor* shall furnish all necessary labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, and related services to Cathodic Protection Survey and Maintenance. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

The general components of *Work* includes, but not limited to, the *Contractor* surveying the condition of the twenty-seven installed cathodic protection systems and carry out maintenance and/or repair works as required.

The *Contractor* is to furnish certificates confirming *Work* conforms to requirements of Authorities having jurisdiction.

The *Work* will be undertaken at the *Places of the Work*, as follows:

Refer to Schedule A-1 and Schedule A-2 for the *Places of the Work*.

The detailed scope of work is as described in Schedule A – Specifications of Goods and Scope of Services, Schedule A-1 – Projects List, Schedule A-2 – Projects Location Map, and Schedule A-3 – Special Provisions.

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

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

SP 2 CONTRACT TIME

The *Work* under this *Contract* is to be completed not later than:

November 30, 2018.

Notwithstanding the above milestone date, all *Work* under this *Contract* shall be completed by no later than November 30, 2018.

Should the *Contractor* fail to complete the *Work* under the *Contract* with the individual milestone date indicated above, the *Owner* will be entitled to compensation from the *Contractor*, including but not limited to deductions from payments for the following:

- (a) As a genuine pre-estimate of the *Owner's* increased costs for the *Consultant* and the *Owner's* own staff caused by such delay an amount of \$250.00 per day or pro

rata portion for each calendar day that actual substantial performance is achieved after the substantial performance milestone date; plus

- (b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (a) and (b) above then any shortfall shall immediately, upon written notice from the *Owner*, and upon substantial performance, be due and owing by the *Contractor* to the *Owner*.

SP 3 PAYMENT CERTIFIER

The Payment Certifier the City of Surrey, 13450 104th Ave, Surrey, BC, Canada V3T 1V8 Telephone: (604) 591-4831 E-mail: Youngjin.Kim@surrey.ca, represented by: Youngjin Kim, Engineering Assistant.

SP 4 PROJECT MANAGER

The project manager is the City of Surrey, 13450 104th Ave, Surrey, BC, Canada V3T 1V8 Telephone: (604) 591-4831 E-mail: Youngjin.Kim@surrey.ca, represented by: Youngjin Kim, Engineering Assistant.

SP 5 WCB AND OCCUPATIONAL HEALTH AND SAFETY

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

The *Contractor* shall provide the *Owner* 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 *Owner* having any obligations to pay monies under this Agreement.

Without limiting the generality of any other indemnities granted by the *Contractor* in this Agreement, the *Contractor* shall indemnify and hold harmless the *Owner*, 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.

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 *Owner* 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 *Owner* immediately in writing if the name or contact number of the qualified coordinator changes.

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.

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 *Owner* facilities.

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.

SP 6 CONFINED SPACE SAFETY PROCEDURE

Entry procedure for Confined Space

This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.

Refer to Attachment 4 – COMPLIANCE TO SAFETY PROCEDURE - ENTRY PROCEDURE FOR CONFINED SPACE

SP 7 SCHEDULE OF PRICES

This *Contract* is a combination of unit prices and lump sums.

Any *Work* item that is not implicitly described, or inferred, as being included in any regular item or optional item in the Schedule of Prices shall be included in the lump sum price proposed for 'Miscellaneous Work'.

For unit price items, the number of units for each item (i.e., quantities) as listed in the Schedule of Prices has been estimated. Actual quantities will vary. Payment will be made based on the measurement of the actual quantity of *Work* incorporated into the *Contract*.

The unit prices for each item will be applicable regardless of the variation in the actual quantity as compared to the estimated quantity. No adjustment to the unit price will be considered as a result of such variation.

SP 8 COORDINATION

The *Contractor* will be responsible for coordinating with other *Contractors* *Owner* forces, outside agencies and others as required throughout the *Contract Documents*. While it is not an all-inclusive list of potential coordination requirements, the following list of known activities that the *Contractor* should be aware of 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 *Owner* and will be construction concurrent with the *Contract Documents*.

NONE.

SP 9 AVAILABILITY OF PLACES OF THE WORK

The *Places of the Work*, is available for the immediate commencement of the *Work*. The anticipated start date is **August 15, 2018**. The *Contractor* will schedule the *Work* accordingly.

SP 10 QUALITY ASSURANCE

Work covered shall be performed by a single firm experienced in Cathodic Protection Survey and Maintenance of a similar nature and scope. Subject to approval of the *Owner*, the *Contractor* may subcontract any work to be performed under this *Contract*. However, the election to subcontract work 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 *Work* 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.

SP 11 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 *Owner's* special requests that may be encountered in the execution of any portion of the *Work*.

SP 12 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 *Owner* with an environmental plan (where applicable), acceptable to the *Owner*, 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, *Owner* 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 *Owner* 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.

SP 13 SAFETY

The *Contractor* will be responsible for site safety at the *Places of the Work* as and to the extent required by applicable construction safety legislation, regulations and codes, including *Workers Compensation Act* and applicable regulations, and by good construction practice.

Safety – Fall Protection - The *Contractor* and any trade *Contractor* shall include for all fall protection equipment and requirements necessary to complete scope of *Work* in a safe manner and in compliance with the site safety plan, which includes: Fall protection must be worn when working at a height over 6 ft. or as the hazards present necessity.

Safety – On-Site Hazards and Utilities Present – Before commencing any *Work* at the *Places of the Work*, the *Contractor* is to make themselves aware of any and all on-site hazards including but not limited to underground and overhead utilities near to the *Work* area and to take every precaution necessary to eliminate any risk that may exist. If an on-site hazard exists that is causing or may cause injury to any person(s), the *Contractor* is to take immediate action to mitigate risk and damage, and then notify the *Owner* and the *Owner's Consultant* (if any).

SP 14 TRAFFIC CONTROL

The *Contractor* shall at all times ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out Cathodic Protection Survey and Maintenance.

Whenever such works are carried out, the *Contractor* at his expense, is to provide:

- all necessary signs, materials, barricades, and other warning devices;
- qualified and trained Traffic Control Personnel for traffic flagging services; and,
- in some cases, equipment such as flashing arrow boards, cones, etc.

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 *Owner*. The *Contractor* is to provide such additional services as directed at no extra cost.

SP 15 CONSTRUCTION ACCESS AND TRAFFIC MAINTENANCE

The designated access to and from the *Places of the Work* must be approved by the *Owner*. All construction traffic must use the designated access including heavy equipment, trucks and workers' personal vehicles.

Construction access to the *Places of the Work* areas within existing building for workers and delivery of materials shall be designated by the *Owner*. No other existing exits or entrances shall be used by workers for access or for delivery of materials.

The *Contractor* shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general and shall keep such areas free from materials, debris and equipment at all times. The *Contractor* shall not close or obstruct existing roadways, sidewalks, parking areas or delivery points and shall not place or store materials or park cars on same.

The *Contractor* shall cooperate in all ways with the *Owner* in all matters concerning necessary interference with normal operation of the *Places of the Work*. Minimizing disruption of normal facility/site operation and vehicular movements at the *Places of the Work* is an essential requirement of the *Contract*.

The *Contractor* shall:

- (a) Include project phasing strategies in the *Construction Schedule* to minimize traffic disruption on the *Places of the Work*.
- (b) Should provide one (1) week minimum notice to the *Owner*, previous to any disruption or alteration of access to the *Places of the Work*. The *Contractor* shall provide all signs, pylons and flag persons necessary to direct vehicular traffic around work in progress.
- (c) The *Contractor* shall maintain access to existing fire hydrants and siamese connections and shall keep entrances and exits to existing and adjacent buildings clear at all times.

SP 16 HOURS OF WORK

Refer to the City of Surrey applicable bylaws for acceptable work hours.

No work is to be performed outside of these acceptable work hours without written approval from the *Owner*, and with approval by obtaining a noise variance if required.

All *Work* shall conform to local bylaws, including building and parking bylaws and municipal guidelines and regulations. This includes building by-laws and noise restrictions, which will apply to all *Work* being completed. Where *Work* or the *Construction Schedule* does not permit compliance with the by-laws, the *Contractor* shall request permission from the *Owner* for special exemptions from the by-laws. No extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the *Owner*.

SP 17 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 *Owner*, 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 *Owner*, 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.

SP 18 WORKSITE CONDUCT

All labourers and workers, while working in and around the *Places of the Work* 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 *Owner* 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.

SP 19 CLEANLINESS AND DISPOSAL OF UNWANTED MATERIALS

The *Contractor* is responsible for the cleanliness of the job sites 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 *Owner*.

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 *Owner* with an environmental plan (where applicable), acceptance to the *Owner*, 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, *Owner* 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.

SP 20 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 *Owner* 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 defense 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*.

SP 21 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*.

SP 22 FINAL COMPLETION AND PAYMENT

When the *Work* is finally complete and the *Contractor* is ready for a final inspection, the *Contractor* is to notify the *Owner*, in writing. Thereupon, the *Owner* will perform a final inspection of the *Work*. If the *Owner* 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*.

SP 23 WORKMANSHIP

- (a) General: Workmanship shall be of best quality, executed by workers experienced and skilled in respective duties for which they are employed. Do not employ any unfit person or anyone unskilled in their respective duties. The *Owner* reserves the

right to dismiss for site, workers deemed incompetent, careless, insubordinate or otherwise objectionable. Decisions as to quality of fitness of workmanship in cases of dispute rest solely with the *Owner*, whose decision shall be final.

- (b) Coordination: Ensure cooperation of workers in laying out work. Maintain efficient and continuous supervision.
- (c) Protection of *Work* in progress: The *Contractor* is to adequately protect *Work* completed or in progress. *Work* damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the *Owner* at no cost to the *Owner*.

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 *Owner*.

Additionally, all Works required hereunder will be performed as promptly as possible, and in any event within the time stated by the *Owner*, and such *Work* will be subject to approval and acceptance of the *Owner*, 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 *Owner*.

SP 24 VEHICLES/EQUIPMENT

The *Contractor* should have a sufficient number of service vehicles together with sufficient operating personnel to perform the *Work*. If, in the opinion of the *Owner*, whose opinion shall be final and binding, the numbers of service vehicles that the *Contractor* has in service are inadequate to meet the *Work* response times stated herein, the *Contractor* may be given thirty (30) calendar days of notice, after which time the *Contractor* should provide additional vehicles to perform the *Work*, as directed by the *Owner*.

Contractors Vehicles/Equipment used in the performance of the *Work* are to be properly equipped for Cathodic Protection Survey and Maintenance.

All vehicles/equipment will be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license.

All *Contractor's* vehicles/equipment should be equipped with approved back-up alarms, multiple lite revolving/strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the *Contractor* should arrange for reserve equipment, with always the intent to maintain the schedule frequency.

Vehicles/equipment used in the performance of the *Work* is to be identified on both sides with the company name and telephone number. This should be fully legible and displayed in a professional manner. The *Contractor* may also be required to display magnetic signs as supplied by the *Owner*, identifying the *Contractor* as a 'City *Contractor*'. This will not replace the company identification.

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SCHEDULE B – FORM OF QUOTATION

RFQ Title: **CATHODIC PROTECTION SURVEY AND MAINTENANCE**

RFQ No: 1220-040-2018-066

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue, Surrey, BC, Canada, V3T 1V8

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

1. I/We, the undersigned duly authorized representative of the Contractor, having received and carefully reviewed all of the proposed documents, including the RFQ and any issued addenda posted on the City Website and BC Bid Website, and have full knowledge of the Places of the Work, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Work, do hereby tender and offer to enter into a Contract, to do all of the Work, and to furnish all necessary labour, machinery, provide tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified, to complete the Work herein described, in strict accordance with the plans, Specifications and supplemented specifications and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit price set forth in the Quotation herein as follows:

2. 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.

3. 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.
4. 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)
----------------	--

5. 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)

6. 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:

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

8. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services, Schedule A-1 – Projects List, Schedule A-2 – Projects Location Map, and Schedule A-3 – Special Provisions, 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

9. The Contractor is required to complete the below Fees and Payments table. The quoted price shall include all pre-survey preparation work, field survey, maintenance work, report preparation, and optional works as described in Schedule A, A-1, A-2, and A-3. The total project cost will depend on the number of test stations as per Schedule A-1. Any additional test stations surveyed and maintained will be paid based on Section 3.2 below. 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	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:
---------------------------	--	------------------

Section	Project ID	# of Test Station	Unit	Quantity	Unit Price	Amount
1.	Survey and Maintenance					
1.1	Project 1 (as per Schedule A-1)	1	lump sum	1	\$	\$
1.2	Project 2	13	lump sum	1	\$	\$
1.3	Project 3	4	lump sum	1	\$	\$
1.4	Project 4	12	lump sum	1	\$	\$
1.5	Project 5	2	lump sum	1	\$	\$
1.6	Project 6	13	lump sum	1	\$	\$
1.7	Project 7	6	lump sum	1	\$	\$
1.8	Project 8	8	lump sum	1	\$	\$
1.9	Project 9	3	lump sum	1	\$	\$
1.10	Project 10	6	lump sum	1	\$	\$
1.11	Project 11	6	lump sum	1	\$	\$
1.12	Project 12	3	lump sum	1	\$	\$
1.13	Project 13	5	lump sum	1	\$	\$
1.14	Project 14	4	lump sum	1	\$	\$
1.15	Project 15	2	lump sum	1	\$	\$

Section	Project ID	# of Test Station	Unit	Quantity	Unit Price	Amount
1.16	Project 16	5	lump sum	1	\$	\$
1.17	Project 17	8	lump sum	1	\$	\$
1.18	Project 18	4	lump sum	1	\$	\$
1.19	Project 19	2	lump sum	1	\$	\$
1.20	Project 20	7	lump sum	1	\$	\$
1.21	Project 21	1	lump sum	1	\$	\$
1.22	Project 22	1	lump sum	1	\$	\$
1.23	Project 23	4	lump sum	1	\$	\$
1.24	Project 24 (Impressed Current Cathodic Protection)	13	lump sum	1	\$	\$
1.25	Project 25	4	lump sum	1	\$	\$
1.26	Project 26	8	lump sum	1	\$	\$
1.27	Project 27	4	lump sum	1	\$	\$
2.	Report					
2.1	Final Report		lump sum	1	\$	\$
3.	Optional Items. The following is a list of optional price(s) to the Work and forms part of this RFQ, upon the acceptance of any or all of the optional price(s).					
3.1	Additional Testing Method		each	1	\$	\$
3.2	Additional Test Station Surveyed and Maintained		each	1	\$	\$
3.3	Wire Discontinuity Repair – Pilot Project		lump sum	1	\$	\$
CURRENCY: Canadian			Subtotal:			\$
			GST 5%:			\$
			TOTAL QUOTATION PRICE:			\$

We confirm that we understand and agree that the quantities as listed in the above *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

Force Account Labour and Equipment Rates:

10. Contractors should complete the following tables setting out the all-inclusive hourly labour 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 – Hourly Labour Rate Schedule For Services:

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

Table 2 – Hourly Equipment Rate Schedule:

No.	Equipment Description (<i>State</i>)	Hourly Equipment Rate
		\$
		\$

SECTION B-3

Time Schedule:

11. 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).

Commence the Work on or before: _____; and

To Achieve Substantial Performance of the Work on or before: _____.

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

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

12. Contractors 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: _____

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

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

SECTION B-5

Experience and References:

14. Contractor's should provide information on their 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):

15. Contractor's should provide information on their relevant references (name and telephone number). 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 (use the spaces provided and/or attach additional pages, if necessary):

Metro Vancouver's Non-Road Diesel Engine Emissions Regulation By-law:

16. Contractors should confirm they are in compliance with By-law (if applicable):

Applicable as follows Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

SAMPLE

17. 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)

ATTACHMENT 2

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 agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement 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 Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorksafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (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 *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, 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 Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

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

Project File No.: 1220-040-2018-066

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

ATTACHMENT 3 CONTRACTOR HEALTH & SAFETY EXPECTATIONS

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. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

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. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have 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. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

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

1. 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.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

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.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work



An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) 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.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015: <u>August 15, 2014</u>

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____



**ATTACHMENT 4
COMPLIANCE TO SAFETY PROCEDURE
ENTRY PROCEDURE FOR CONFINED SPACE**

This procedure shall be used as a guideline only. The Contractor shall be responsible for familiarization with this and all WCB requirements.

- THERE MUST BE A MINIMUM OF TWO MEN
 - ONE MAN ALWAYS ON THE SURFACE, AND
 - ONE MAN IN THE WELL
- MAN LIFT/RETRIEVAL DEVICES MUST BE USED

1. a) Open manhole lids, turn on blower/fan to ventilate wet well for approximately two to three minutes.
 - b) Leave fan running until job is completed.
 - c) Manhole must be circulated by a blower fan to allow fresh air into the confined space. Check levels on gas detector by lowering into well. If levels are not safe, portable fans MUST be used.
2. Turn gas detector "ON":
 - Oxygen levels should read between 20.0 to 21.0
 - H2S levels should read 000
 - LEL levels should read 000

NOTE: - Readings shall be taken before entering well.
- Record gas levels on "Confined Entry Space" forms and hand in daily.

3. a) Lower gas detector by rope/cord into lower portion of wet well where work shall be performed.
 - b) Pull detector to surface and check gas levels. If levels are safe, entry into well is permitted.
4. Gas detector MUST be left "ON" and brought down into well with person(s) entering.
5. Check levels on gas detector when in well. Proceed with washing/repairing of station.
6. If at any time the gas detector goes "OFF" (ringing), EXIT WET WELL IMMEDIATELY and check levels.

Where work is to be carried out, in any confined space where harmful atmosphere may develop, the following procedures must be followed:

- a) The space must be ventilated continuously.
- b) Gas detection equipment must be calibrated in an atmosphere that is known to be safe.

Tests for harmful or explosive substances and oxygen deficiency shall be made and recorded immediately prior to entry, after any interruptions in the work procedure and at intervals to ensure the continuing safety of the worker in the confined space.

If a harmful atmosphere develops, the worker will immediately evacuate the space and will not re-enter until it has been tested and found to be safe to do so.

- c) A safety belt or harness of a type which will keep the worker in a position to permit rescue, will be worn.
- d) A life line will be attached to the belt or harness which is tended at all times by another person stationed outside the entrance to the confined space, who shall be equipped for and capable of effecting rescue.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I/We agree as a representative of the firm noted below, to accept all responsibilities and compliant to all the Workers' Compensation Board regulation requirements.

Project File No.: 1220-040-2018-066 Company: <<insert company name>>

Project Title: Cathodic Protection Survey and Maintenance

Signed: _____ Date: _____
(Company Owner)

Witness: _____ Date: _____