



## **REQUEST FOR QUOTATIONS**

**Title:** CATHODIC PROTECTION SURVEY AND MAINTENANCE

**Reference No.:** 1220-040-2018-105

**FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, 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](mailto:purchasing@surrey.ca)

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

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one (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 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue,  
Surrey, B.C., V3T1V8, Canada

**3. DATE**

The City would prefer to receive Quotations on or before **January 9, 2019**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

**4. INQUIRIES**

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

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2018-105

**5. ADDENDA**

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this 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** 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.

**- END OF PAGE -**

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** CATHODIC PROTECTION SURVEY AND MAINTENANCE

**Reference No.:** 1220-040-2018-105

**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.:** 1220-040-2018-105

### **BETWEEN:**

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

### **AND:**

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

(the "**Contractor**")

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

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

## **1. DEFINITIONS AND INTERPRETATION**

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

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "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, 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, 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; and  
Schedule B – Quotation.

## **2. GOODS AND SERVICES**

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in 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.

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 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than 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](mailto:cst19@livingstonintl.com)"

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

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

## **21. COMPLIANCE**

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

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

## **22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION**

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

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

### **23. WAIVER**

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

### **24. APPLICABLE LAW**

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

### **25. NOTICES**

25.1 Any notice, report or other document that either party may be required or may wish to give to the other 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>

**- END OF PAGE -**

**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:

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

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

**<<LEGAL NAME OF CONTRACTOR>>**

by its authorized signatory:

\_\_\_\_\_  
(Signature of Director)

\_\_\_\_\_  
(Signature of Director)

\_\_\_\_\_  
(Print Name of Director)

\_\_\_\_\_  
(Print Name of Director)

## SCHEDULE A

### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. PURPOSE

The City invites Quotations from experienced and qualified Contractors to conduct Cathodic Protection Survey and Maintenance, including but not limited to the provision of skilled labour, tools, materials, and equipment.

##### 1.1 Project Background

The City has installed Cathodic Protection Systems ("Systems") on the water mains in corrosive areas. There are twenty-one (21) Systems throughout the City; one of them is an impressed current cathodic protection, while the rest of the Systems are galvanic cathodic protection systems.

The City has not conducted any monitoring or maintenance works on these Systems in the past and is looking for a Contractor to survey the condition of the Systems and carry out the maintenance and/or repair works required. This is the City's first survey and maintenance work for the Systems. No previous reports are available.

#### 2.0 SCOPE OF WORK

The Scope of Services includes conducting a survey and maintenance on the 21 Systems installed in the City. These Systems are listed in Schedule A-1 and 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. One of the Systems is located within the Canadian National Railway property, which the Contractor will need to get permission and coordinate access to the site from the Canadian National Railway. Contact information will be provided to the successful Contractor.

The Contractor shall be responsible for the overall management of the project which includes but is not limited to project planning, management and reporting.

##### 2.1 Survey and Maintenance works

The Contractor is to:

- Submit 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 21 Systems;
- Locate all test stations and noted their GPS coordinates;
- 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 On/Off Potential tests to determine the level of corrosion protection available;
- Identify additional tests to be conducted, if any. Provide objectives and methodology of the additional tests to the City. The additional test method may be treated as an Optional Item.

- Repair any damaged items within the test stations;
- Determine if the anodes are used up, and activate spare anode, if one is available.

All works are to be done in accordance with the 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. Traffic Management Plan is required to access the test stations located within or close to the driving lane.

## **2.2 Report**

At the end of the project, a report needs to be submitted to the City. The general guidelines 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 City of Surrey's Online Mapping System ("COSMOS");
- List the cleaning works conducted at each test station;
- Attach pictures of each test station before and 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, results of the tests conducted, and the level of corrosion protection available;
- Provide comment on the general condition of each test station, including but not limited to the condition of the anode and the 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; and
- Recommend test stations maintenance requirements and frequency.

The City may choose to conduct a pilot study to identify electrical discontinuity between test stations for System #11, on Whalley Booster station and yard piping. The pilot study will be treated as an Optional Item, as stated in Schedule B – Quotation.

## **2.3 Traffic Management**

The Contractor shall comply with all the requirements of applicable laws, rules, regulations, codes and orders of the City and other appropriate authorities concerned with work on streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage.

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 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](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 City. The Contractor is to provide such additional services as directed at no extra cost.

All costs involved in respect to the above requirements will be deemed to be included in the Total Quotation Price.

### 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 five (5) years of experience related to cathodic protection systems.
- Relevant experiences related to cathodic protection maintenance works.
- Demonstrated ability to deliver projects on time and within budget.

### 4.0 AS-BUILT DRAWINGS

As-built drawings are provided as reference purposes only. The City does not guarantee the accuracy or information in any of the as-built drawings and Contractors shall not rely on this information for pricing their Quotation.

As-built drawings may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

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

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

<https://mft.surrey.ca/>

Login ID: surreybid  
Password: Welcome  
Folder: 1220-040-2018-105

The following is a list of the as-built drawings:

DRAWING #	
W-000-048	WD-026-025
W-000-049	WD-026-026
W-000-050	WD-027-027
W-000-051	WD-027-028
W-000-052	WD-027-029
W-000-057	WD-027-030

W-000-058	WD-067-039
W-000-059	WD-067-055
W-001-042	WD-068-083
W-001-043	WD-068-084
W-010-060	WD-076-036
W-010-064	WD-076-037
W-010-065	WD-076-038
W-012-090	WD-076-040
W-012-091	WD-088-008
WD-000-034	WD-088-009
WD-000-035	WD-088-010
WD-000-036	WD-088-011
WD-000-037	WD-088-012
WD-000-038	WD-088-013
WD-001-025	WD-088-014
WD-009-026	WD-088-020
WD-009-027	WD-088-021
WD-010-060	WD-088-026
WD-010-061	WD-088-027
WD-010-062	WD-088-028
WD-010-063	WD-088-029
WD-010-064	WD-088-030
WD-010-065	WD-088-031
WD-010-066	WD-088-038
WD-013-070(P)	WD-115-030
WD-018-009	WD-115-031
WD-019-054	WD-115-038
WD-019-055	WD-125-035(PE)
WD-019-056	WD-125-036(PE)

Alternatively, as-built drawings can be found in COSMOS.

In COSMOS, there is document search on left side of map. When it's active, Contractors can make a box on the map to search drawings. After making the box, it will show two menus, as-built drawings and legal plans under document search. Under as-built drawings, there is a water section that show as-built drawings of boxed area.

**- END OF PAGE -**

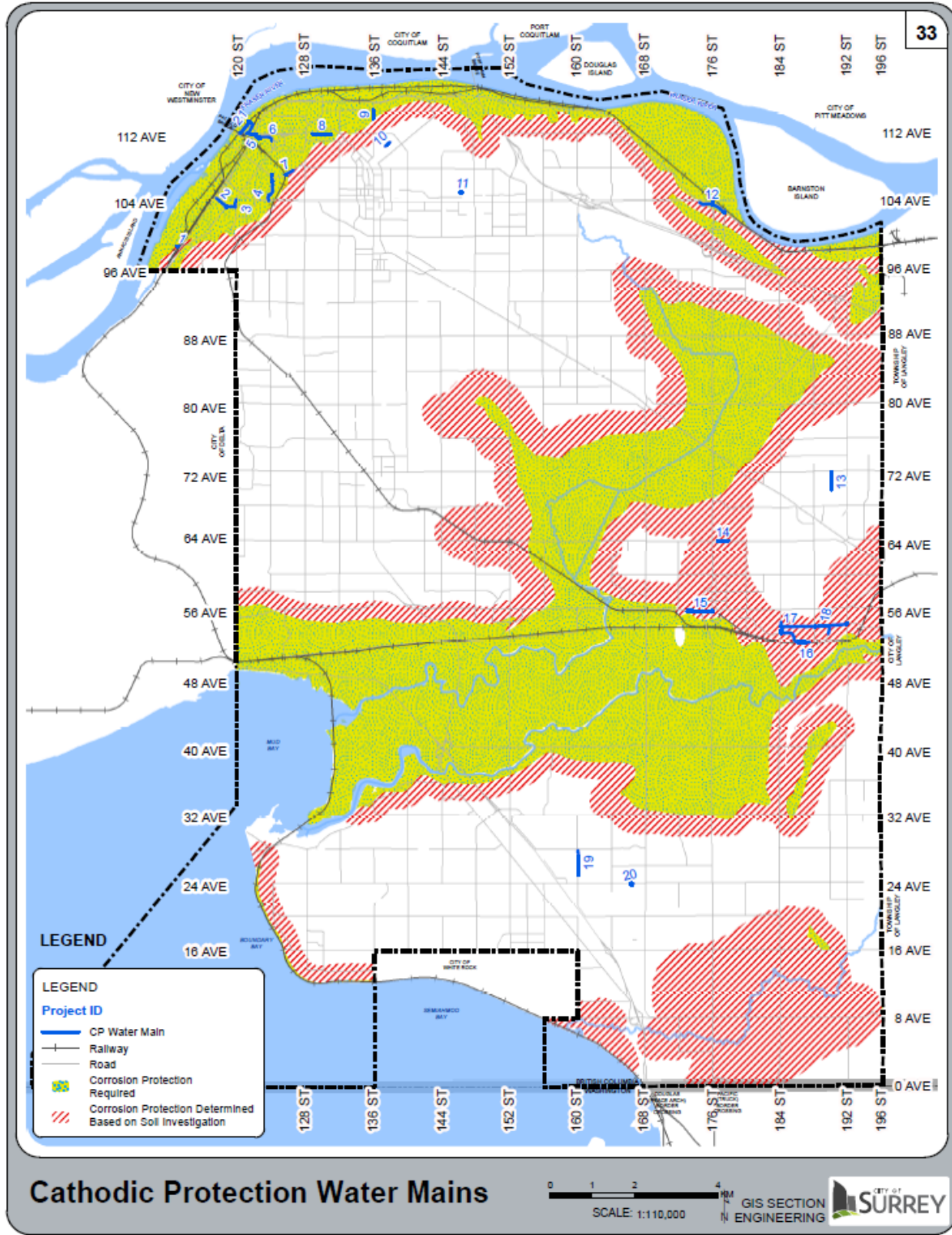
## SCHEDULE A-1 - CATHODIC PROTECTION SYSTEM LIST

CATHODIC PROTECTION INFORMATION						
SYSTEM	CoS PROJECT NUMBER (Install year)	SIZE (mm)	TOTAL LENGTH (m)	MATERIAL	NUMBER OF TEST STATION	AS BUILT DWG
<b>Plywood Rd &amp; Robson Rd PRV and adjacent pipe works</b>						
1	1209-5120-00 (2014)	300	15.39	DI	1	WD-018-009
		300	4.38	ST		
<b>103A Ave from highway 17 to 120 St</b>						
2	7805-0143-00 (2009)	300	425.34	DI	13	WD-009-026, WD-019-055, WD-019-054, WD-019-056
		350	153.16	DI		
<b>Scott Rd from 103A Ave to 104 Ave</b>						
3	7805-0143-00 (2009)	300	153.12	DI	4	WD-009-027
<b>124 St from Old Yale Rd to 104 Ave</b>						
4	7806-0035-00 (2010)	150	0.80	DI	12	WD-010-060, WD-010-061, WD-010-062, WD-010-063, WD-010-064
		200	91.05	DI		
		400	645.99	DI		
<b>112 Ave from bridge Rd to Musqueam Dr</b>						
5	1211-9050-00 (2013)	250	52.23	DI	6	WD-000-034, WD-000-035, WD-000-036, WD-000-037, WD-000-038
		300	4.23	DI		
		350	441.19	DI		
<b>111A Ave from highway 17 to 124 St</b>						
6	1209-3090-00 (2011)	250	56.63	DI	8	W-010-064, W-010-065, W-010-066
		300	517.44	DI		
<b>Old Yale Rd from 125B St to 128 St</b>						
7	1209-3060-00 (2011)	150	8.37	DI	3	W-010-060, W-010-065, W-010-064
		200	214.16	DI		
<b>112 Ave from 128A St to 131 St</b>						
8	1207-3570-00 (2008)	200	437.08	DI	6	W-001-042, W-001-043
<b>136 St from 114 Ave to 115 Ave</b>						
9	1201-3040-00 (2002)	300	202.40	DI	6	WD-001-025
<b>Bentley Rd from 110A Ave to Brentwood Cr</b>						
10	1201-3040-00 (2002)	200	172.31	DI	3	W-012-090, W-012-091
<b>Whalley Booster Station and yard piping</b>						
11	1201-5010-00 (2010)	300	14.44	DI	5	WD-013-070(P)
		400	26.97	DI		
		600	51.33	DI		
		750	26.71	ST		
<b>104 Ave (Golden Ears Connector) from highway 17 to 177A St</b>						
12	E1-F1-C205 (2013), MOTH-GEC-AW (2014)	150	2.77	DI	11	WD-026-025, WD-026-026, WD-027-027, WD-027-028, WD-027-029, WD-027-030
		300	785.52	DI		

190 St from 70 Ave to 72 Ave						
13	1206-8030-00 (2007)	100	2.22	DI	8	WD-068-083, WD-068-084
		300	4.80	DI		
		450	4.73	DI		
		500	2.51	DI		
		600	363.09	DI		
		750	44.42	DI		
64 Ave From highway 15 to 177B St						
14	1203-3220-00 (2004)	350	250.39	DI	4	WD-067-039, WD-067-055
56 Ave from 17351 56 Ave south to 176 St						
15	MOTH 71101-1004 (2009), MOTH 71101-2010 (2009)	250	33.07	DI	10	W-071-128, WD-076-040, WD-076-036, WD-076-037, WD-076-038
		300	593.04	DI		
53 Ave from 184 St to 188 St						
16	7897-0028-00 (2005), 7806-0063-00 (2008)	300	913.47	DI	5	WD-088-020, WD-088-021, WD-088-026, WD-088-027, WD-088-028, WD-088-029, WD-088-030, WD-088-031
54 Ave from 184 St to 192 St (IMPRESSED CURRENT CATHODIC PROTECTION)						
17	1200-5120-00 (2004)	250	326.02	DI	13	WD-088-008, WD-088-009, WD-088-010, WD-088-012, WD-088-014
		300	426.39	DI		
		450	31.46	DI		
		600	1201.89	DI		
189A St from 54 Ave to 52 Ave						
18	1710-7100-00 (2015)	300	207.70	DI	4	WD-088-038
160 St from 2525 160 St to 28 Ave						
19	7805-0126-00 (2010), 7805-0349-00 (2013)	300	5.60	DI	8	WD-115-030, WD-115-031, WD-115-038
		350	601.27	DI		
Grandview Pump Sataion and yard piping						
20	1204-5050-00 (2006)	600	63.90	ST	4	WD-125-035(PE), WD-125-036(PE)
		750	28.13	ST		
		900	37.20	ST		
Canadian National (SWM) Rwy from King George Blvd to Musqueam Dr						
21	7811-0321-00 (2012), 1208-3030-00 (2011)	200	510.26	DI	15	W-000-057, W-000-058, W-000-059, W-000-048, W-000-049, W-000-050, W-000-051, W-000-052

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## SCHEDULE A-2 - CATHODIC PROTECTION MAP



Source: G:\MAPPING\GIS\Maps\Custom\wtr\CathodicProtectionInv\breakHistory\WPS\_wtrMainBreakHistoryIII.mxd



## SCHEDULE B – FORM OF QUOTATION

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

RFQ No: 1220-040-2018-105

### 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 – 5<sup>th</sup> Floor West  
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

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

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

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

Section	Requested Departure(s) / Alternative(s)

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

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,  
Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_  
and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

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

Requested Departure(s) / Alternative(s)

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

**SECTION B-1**

**Changes and Additions to Specifications:**

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

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

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

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SECTION B-2

**Fees and Payments:**

8. The Contractor offers to supply to the City of Surrey the Goods and Services, including all labour, tools and equipment, for the prices plus applicable taxes as follows:

<b>F.O.B. Destination</b>	<b>Payment Terms:</b> A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	<b>Ship Via:</b>
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Section	Title	# of Test Station	Unit	Quantity	Unit Price	Amount
<b>1</b>	<b>Cathodic Protection System Location</b>					
<b>1.1</b>	<b>Plywood Rd &amp; Robson Rd PRV and adjacent pipe works</b>					
	Survey and Maintenance	1	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.2</b>	<b>103A Ave from highway 17 to 120 St</b>					
	Survey and Maintenance	13	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.3</b>	<b>Scott Rd from 103A Ave to 104 Ave</b>					
	Survey and Maintenance	4	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.4</b>	<b>124 St from Old Yale Rd to 104 Ave</b>					
	Survey and Maintenance	12	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.5</b>	<b>112 Ave from bridge Rd to Musqueam Dr</b>					
	Survey and Maintenance	6	lump sum	1	\$	\$

Section	Title	# of Test Station	Unit	Quantity	Unit Price	Amount
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.6</b>	<b>111A Ave from highway 17 to 124 St</b>					
	Survey and Maintenance	8	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.7</b>	<b>Old Yale Rd from 125B St to 128 St</b>					
	Survey and Maintenance	3	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.8</b>	<b>112 Ave from 128A St to 131 St</b>					
	Survey and Maintenance	6	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.9</b>	<b>136 St from 114 Ave to 115 Ave</b>					
	Survey and Maintenance	6	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.10</b>	<b>Bentley Rd from 110A Ave to Brentwood Cr</b>					
	Survey and Maintenance	3	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.11</b>	<b>Whalley Booster Station and yard piping</b>					
	Survey and Maintenance	5	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$

Section	Title	# of Test Station	Unit	Quantity	Unit Price	Amount
<b>1.12</b>	<b>104 Ave (Golden Ears Connector) from highway 17 to 177A St</b>					
	Survey and Maintenance	11	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.13</b>	<b>190 St from 70 Ave to 72 Ave</b>					
	Survey and Maintenance	8	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.14</b>	<b>64 Ave From highway 15 to 177B St</b>					
	Survey and Maintenance	4	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.15</b>	<b>56 Ave from 17351 56 Ave south to 176 St</b>					
	Survey and Maintenance	10	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.16</b>	<b>53 Ave from 184 St to 188 St</b>					
	Survey and Maintenance	5	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.17</b>	<b>54 Ave from 184 St to 192 St (IMPRESSED CURRENT CATHODIC PROTECTION)</b>					
	Survey and Maintenance	13	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.18</b>	<b>189A St from 54 Ave to 52 Ave</b>					
	Survey and Maintenance	4	lump sum	1	\$	\$

Section	Title	# of Test Station	Unit	Quantity	Unit Price	Amount
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.19</b>	<b>160 St from 2525 160 St to 28 Ave</b>					
	Survey and Maintenance	8	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>1.20</b>	<b>Grandview Pump Station and yard piping</b>					
	Survey and Maintenance	4	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>2</b>	<b>Cathodic Protection System within CN Railway</b>					
<b>2.1</b>	<b>Canadian National (SWM) Rwy from King George Blvd to Musqueam Dr</b>					
	Survey and Maintenance	15	lump sum	1	\$	\$
	Traffic Control	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>3.</b>	<b>Report</b>					
3.1	Final Report	-	lump sum	1	\$	\$
<b>Subtotal:</b>						\$
<b>GST 5%:</b>						\$
<b>TOTAL QUOTATION PRICE:</b>						\$
CURRENCY: Canadian						

**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):**

Section	Title	# of Test Station	Unit	Quantity	Unit Price	Amount
<b>4.</b>	<b>Optional Items</b>					
4.1	Additional Testing Method	-	Each System	1	\$	\$
4.2	Additional Test Station Surveyed and Maintained	-	Each Test Station	1	\$	\$
4.3	Wire Discontinuity Identification – Pilot Project (System 11)	-	lump sum	1	\$	\$

**SECTION B-3**

**Time Schedule:**

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

START DATE \_\_\_\_\_

COMPLETION DATE \_\_\_\_\_

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10
<b>SAMPLE</b>										

**SECTION B-4**

**Key Personnel & Sub-Contractors:**

10. 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: \_\_\_\_\_

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

**SECTION B-5**

**Experience and References:**

12. Contractor's 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):

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13. 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):

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

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

**CONTRACTOR**

I/We have the authority to bind the Contractor:

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

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

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

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

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

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

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

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

Any WCB violation by the prime *Contractor* may be considered a breach of *Contract* resulting in possible termination or suspension of the *Contract* and/or any other actions deemed appropriate at the discretion of the *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 *Contract*, the *Contractor* agrees to accept all responsibilities of the Prime *Contractor* for this project.

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

Contract No.: 1220-040-2018-105

Project Title: Cathodic Protection Survey and Maintenance

Company Name: <<insert information>>

WorkSafeBC #: <<insert information>>



## 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 sub*contractors*.
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.

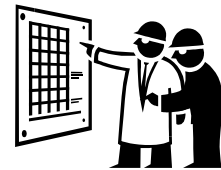
The City of Surrey is concerned about the health, safety and wellbeing of all employees and *Contractors*. It is essential we maintain a healthy, safe and productive work environment.

### **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.**

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

**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.: 1220-040-2018-105                      Company: <<insert company name>>

Project Title:                      Cathodic Protection Survey and Maintenance

Signed: \_\_\_\_\_                      Date: \_\_\_\_\_  
                    (Company Owner)

Witness: \_\_\_\_\_                      Date: \_\_\_\_\_