



REQUEST FOR QUOTATIONS

Title: HYDRAULIC PASSENGER ELEVATOR MODERNIZATION,
CLOVERDALE CURLING RINK, SURREY, B.C.

Reference No.: 1220-040-2013-002

FOR MINOR WORKS SERVICES

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1. City of Surrey, Project Completion Deliverables Worksheet (Facility & Property Man.)

REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

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

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **February 08, 2013**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

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

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

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

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors 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, Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. DURATION OF QUOTATION

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

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

7. NO CONTRACT

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

8. ACCEPTANCE

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

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

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

11. CONFLICT OF INTEREST

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

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

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

13. CONFIDENTIALITY

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

14. SIGNATURE

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

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

15. INFORMATION MEETING

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

Date: January 23, 2013
Time: 3:00 pm
Location: Cloverdale Curling Rink Lobby,
6150 – 176th Street, Surrey, B.C.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: location of the work, location of buildings on the site, adjacent properties, Contractor occupancy during the work, access and all other conditions that a competent Contractor experienced in work similar to the work would consider and take into account, and is further deemed to have included in the contract price all costs occasioned thereby.

SCHEDULE A - SCOPE OF SERVICES

**PROJECT TITLE: HYDRAULIC PASSENGER ELEVATOR MODERNIZATION,
CLOVERDALE CURLING RINK, SURREY, B.C.**

PROJECT No.: 1220-040-2013-002

1. DESCRIPTION OF SCOPE OF SERVICES REQUIRED

The scope of services includes the provision of all labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, to supply, deliver and install a Hydraulic Passenger Elevator. Furnish certificates confirming work conforms to requirements of authorities having jurisdiction.

Job site location is Coverdale Curling Rink – 6150 – 176th Avenue, Surrey, B.C.

The general components of the work include the Modernization of the Hydraulic Passenger Elevator and related works.

The detailed scope of work is as described on the Special Provisions (Schedule B – Appendix 1), and Supplementary Specifications (Schedule B- Appendix 2).

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.

The City reserves the right to add, delete or change areas of the work, and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the costs, said costs should be adjusted and, when agreed upon, incorporated into the agreement.

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.

**SCHEDULE B
SAMPLE CONSTRUCTION CONTRACT – MINOR WORKS**

**Title: HYDRAULIC PASSENGER ELEVATOR MODERNIZATION,
CLOVERDALE CURLING RINK, SURREY, B.C.**

AGREEMENT No.: 1220-040-2013-002

THIS AGREEMENT dated the _____ day of _____, 20__.

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue
Surrey, BC V3X 3A2
(the "**City**")

OF THE FIRST PART

AND:

(Full legal name and address of Contractor

(the "**Contractor**")

OF THE SECOND PART

WHEREAS the Contractor wishes to undertake the following project for the benefit of the City:

(Insert a brief description of the works here)

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and payment of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

1. DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the meanings set forth below:

- (a) "Certificate of Substantial Performance" means a certificate issued indicating that Substantial Performance of the Work has been achieved;
- (b) "Certificate of Total Performance" means a certificate issued indicating that the Work has been achieved;
- (c) "Change" means:
 - (i) an addition to the Work that is both of a type and character similar to the Work as defined in the Contract Documents; or
 - (ii) a deletion of the Work indicated in the Contract Documents; or
 - (iii) an alteration of the Work indicated in the Contract Documents, within the general scope of the Work as described in the Contract Documents;

- (d) "Change Order" means a written approval setting out a description of the Work covered by the Change, the price or method of valuation for the Work, the change in the Contract Price and adjustment, if any, to the Contract Time;
- (e) "City" means the City of Surrey;
- (f) "City's Representative" means the _____ [state]_____;
- (g) "Construction Schedule" means a construction schedule indicating the planned start and completion dates of the major activities of the Work as set out in Appendix 4;
- (h) "Contract" means this Contract as set out and described in the Contract Documents;
- (i) "Contract Documents" means this Contract including all schedules and appendices, construction standards, specifications and drawings;
- (j) "Contract Price" means the price of the Work as set out Section 4.1 of this Contract;
- (k) "Contract Time" means the period of time for the completion of the Work as provided by the Contract Documents;
- (l) "Contractor" means the person, firm or corporation identified as such in this Contract and includes the Contractor's authorized representative as designated to the City in writing;
- (m) "Contractor's Representative" means the person appointed by the Contractor to represent the Contractor for the purposes of this Contract and so notified to the City in writing;
- (n) "Extra Work" means additional Work that the City may wish performed that is Extra Work and not a Change. Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work;
- (o) "Place of Work" means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (p) "Substantial Performance" means the Work, or a substantial part of it, is ready for use or is being used for the purpose intended;
- (q) "Total Performance" means the date of the City's acceptance of the Work in writing as fully performed according to the Contract Documents; and
- (r) "Work" means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK

- 2.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
- 2.2 The Contractor will commence the Work on or before **March 01, 2013**. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix 4 as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **September 01, 2013** subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 2.3 Time shall be of the essence of the Contract.

3. CONTRACT DOCUMENTS

- 3.1 All of the Contract Documents shall constitute the entire Contract between the City and the Contractor.
- 3.2 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.
- 3.3 If there is any inconsistency or conflict between the provisions of the Contract Documents, then the Contract Documents shall govern and take precedence in the following order with this Contract taking precedence over all other Contract Documents:
- (a) Contract;
 - (b) Construction Standards;
 - (c) Specifications;
 - (d) Drawings; and
 - (e) all other Contract Documents.

4. CONTRACT PRICE

- 4.1 The Contract Price for the Work shall be the sum of _____ dollars, plus harmonized sales tax in the amount of _____ dollars, for a total Contract Price of _____ dollars in Canadian funds (the "Contract Price") plus any adjustments approved by the City, including any payments owing on account of Change Orders and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 4.2 The Contract Price shall be the entire compensation due to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work. The Contract Price is a firm fixed price.

5. HOLDBACKS

- 5.1 The City shall hold back 10%, or other percentage as required by the *Builders Lien Act*, S.BC 1997, c. 45, as amended (the "*Builders Lien Act*"), of any amounts due to the Contractor as a builders lien holdback.
- 5.2 In addition to other holdbacks as provided by the Contract Documents, when considering Substantial Performance, the City may hold back from payments otherwise due to the Contractor 200% of a reasonable estimate, as determined by the City's Representative, on account of deficient or Defective Work already paid for. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the invoice.
- 5.3 If after Substantial Performance is achieved the Contractor is unable to complete any of the Work because of climatic or other conditions beyond the Contractor's reasonable control, then the City may hold back from payments otherwise due to the Contractor the amount as estimated by the City's Representative in consultation with the Contractor by which the cost to have others complete the Work exceeds the estimated Contract Price for such Work.
- 5.4 The City may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 15% as security for costs. The City may, at its option, after five (5) days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the City shall pay such holdback to the Contractor, without interest.

5.5 Holdback period of 55 days will follow the date of substantial performance. The City will perform a court registry search on the 46th day, on a best effort basis.

6. INVOICING AND PAYMENT

6.1 Subject to applicable legislation, including without limitation the holdbacks referred to in above, and the provisions of the Contract Documents, the City shall make payments to the Contractor thirty (30) days after receipt of any invoice from the Contractor.

6.2 The Contractor shall submit invoice(s) for payment to the City, based on the completion of each phase of the Work. Any and all Extra Work as approved by the City, must be clearly identified and quantified on a separate invoice(s).

6.3 The invoice(s) submitted for the completion of each project phase shall be clearly itemized to the details of the phase completed or the amount of Work performed, the billing rates, show an invoice number, contractor's name, address, telephone number, reference the City's purchase order number or name and location of employee, and in an itemized manner the amount due for each phase completed, tax (if any) and a grand total. The grand total will be subject to holdbacks.

6.4 The payment by the City of any monthly or other payment shall not bind the City with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the City has accepted Work that is not in accordance with the requirements of the Contract Documents, or that the Contractor is in any manner released from its obligation to comply with the Contract Documents.

6.5 For earlier payment, the Contractor can offer a cash discount. All payment cheques are mailed.

7. PERFORMANCE OF THE WORK

7.1 The Contractor will perform and provide all labour, services and other acts, and provide all equipment, machinery, water, heat, power, and facilities required for performance of the Work.

7.2 The Contractor will not proceed with any work that is not part of the Work, except in accordance with the Contract.

7.3 The Contractor will apply for and pay for all necessary permits and licenses and pay all fees required for the performance of the Work.

8. CHANGES

8.1 The City may, without invalidating the Contract, change the Work by adding to or deducting from the Work in which event the Construction Schedule will be adjusted.

8.2 The Contractor will not proceed with any Change without a written Change Order signed by the City.

8.3 The Contractor's overhead and profit will not be allowed on Change Orders paid for from Allowances specified in the contract.

8.4 The value of a change shall be determined in one or more of the following methods:

- a) by estimate and acceptance in a lump sum;
- b) by unit prices set out in the Contract or subsequently agreed upon;
- c) by actual cost and an allowance for Overhead and Profit as follows:

1. Contractor's overhead and profit on expenditures from Allowances, including Extra Work paid for from the contingency allowance, shall be included in the Contract Price.

2. For Changes in the Work not covered by a contingency allowance, the Contractor's overhead and profit shall be a maximum of ten percent (10%) of the actual cost of work performed directly by the Contractor, for a change or part thereof.
3. The Contractor will be entitled to charge a mark-up for overhead and profit equal to a maximum of five percent (5%) of the actual cost of work performed directly by a subcontractor for a change or a part thereof, provided, however, that where the subcontractor is a wholly owned subsidiary of the Contractor no mark-up for overhead and profit whatsoever shall be charged by the Contractor or paid by the City.
4. The subcontractor's overhead and profit for a Change shall be limited to a maximum of five percent (5%) of the actual cost of the Work performed by the subcontractor.
5. Where the Change involves the substitution of one type of product for another the actual cost of the Change, whether credit or extra, shall be the net difference in the actual cost.
6. For avoidance of doubt, the Contractor's hourly rates stated in Appendix 3 will be applicable to Changes in Work without any mark-up.

9. SITE CONDITIONS

9.1 The Contractor acknowledges and agrees that:

- (a) it has had the opportunity to undertake additional examinations or subsurface investigations, or both, of the Place of Work, including any buildings or structures involved with the Work, in order to satisfy itself as to site conditions, including subsurface conditions and the impact they could have on the Work and the Contract; and
- (b) it is not entitled to any adjustment in the Contract, or to any other remuneration or damages whatsoever, in any way connected with the site conditions at the Place of Work, including subsurface conditions.

10. DOCUMENTS

- 10.1 The Contractor will keep one copy of the Contract, including the schedules and all drawings, specifications and shop drawings, at the Place of Work in good order and available for review by the City's Representative, and deliver a complete set to the City upon Substantial Performance of the Work.
- 10.2 The Contractor agrees that the City is hereby granted an unconditional and irrevocable perpetual license to reproduce and use, in whole or in part, and for any purpose or other project or work the City desires, all matters contained in or set out in the Contract including all drawings and specifications and all models furnished by the Contractor, and the Contractor agrees that the license granted by this section comprises the copyright, industrial design, trademark and all other intellectual property therein.

11. TIME

- 11.1 The Contractor will proceed diligently and complete the Work in a good and workmanlike manner and strictly in accordance with the Construction Schedule.
- 11.2 If the Contractor is delayed in the performance of the Work by any act or neglect of the City, the Construction Schedule will be extended for such time as may be agreed by the City and the Contractor, acting reasonably.
- 11.3 The Contractor will, as required by the City, provide or up-date the Construction Schedule, showing the anticipated start and completion dates and durations of the major elements of the Work. Failure or refusal to provide a Construction Schedule or up-date will be a default.

11.4 Time is of the essence of the Contract.

12. TAXES AND DUTIES

12.1 The Contractor will pay all taxes, custom duties and other charges relating to the Work, and the supply and installation of all materials and equipment included in the Work.

12.2 Where an exemption of taxes, custom duties or other charges is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the City and the proper authorities in seeking to obtain such refunds, the Contractor will make such applications and provide such cooperation. Refunds that are properly due to the City and have been recovered by the Contractor will be promptly refunded to the City.

13. BUILDER'S LIENS

13.1 The Contractor will immediately take steps to keep the Place of Work free of any builder's liens and certificates of pending litigation and the Contractor will defend and indemnify the City from any builder's lien or certificate of pending litigation filed as a result of the Work. The Contractor will pay all costs and expenses including actual legal costs incurred by the City as a result of any builder's lien or certificate of pending litigation related to the Work.

14. CITY DIRECTIONS

14.1 The Contractor will in all respects complete the Work in accordance with the City's requirements and standards and to the satisfaction of the City.

14.2 The City's Representative may at any time and from time to time inspect the Work.

14.3 The Contractor will comply with all directions from the City relating to the coordination of the Work with the activities of the City or with other contractors hired by the City, should there be any.

14.4 The Contractor will have total control of the Work and will be solely responsible for ensuring the Work is in accordance with the requirements of the Contract.

15. INSPECTIONS

15.1 The Contractor will retain one or more independent contractors with the relevant professional education, skill and experience, to carry out and report upon all testing and other inspection activities necessary to confirm the Work is in accordance with the requirements of the Contract. The Contractor will promptly provide copies of such reports to the City's Representative.

15.2 If Work is designated for tests, inspections or approvals by authorized agencies, the Contractor will give the City's Representative reasonable notice of when the Work will be ready for review and inspection.

16. USE OF PLACE OF WORK

16.1 The Contractor will confine its tools, machinery, equipment and materials to limits as may be established by the City's Representative, acting reasonably.

16.2 The Contractor will maintain the Place of Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the City.

16.3 Prior to application for the Certificate of Total Performance, the Contractor will remove all surplus products, tools, machinery and equipment, and any waste and debris, and leave the Place of Work clean and suitable for occupancy.

16.4 The Contractor will not have exclusive use of the Place of Work, and will undertake the Work in cooperation with the City, and other users of the Place of Work as the City may permit or direct.

- 16.5 The Contractor will protect the property adjacent to the Place of Work from damage and will hold the City harmless from any claims which may arise as a result of the Contractor's operations under the Contract, or from failure to provide such protection, or both.
- 16.6 The Contractor will protect the Work, the Place of Work, the City's property from damage and will be responsible for any damage which may arise as a result of operations under the Contract, except damage which occurs as a result of actions of the City.
- 16.7 Should any damage occur to the Work, the Place of Work, or the City's property, or all of the aforementioned, for which the Contractor is responsible, the Contractor will:
- (a) make good such damage to the Work, and
 - (b) if the City so directs, make good such damage to the City's property, and the Construction Schedule will be extended for such time as may be agreed by the City and the Contractor, acting reasonably.
- 16.8 The City or the occupier of the Work or Place of Work may take possession of and use any completed portion of the Work regardless of the time for completion of the Work. Such possession or use will not be construed as final acceptance of the Work or portion.

17. SUPERVISION

- 17.1 The Contractor will provide competent supervision as is necessary to perform the Work.

18. CODES AND REGULATIONS

- 18.1 The Contractor will perform the Work in full compliance with all applicable federal, provincial and municipal enactments, codes and regulations.

19. CONTRACTOR'S WARRANTY

- 19.1 The Contractor represents, warrants and guarantees to the City that:
- (a) the Work will, in all respects, be constructed in a good and workmanlike manner;
 - (b) the Work will be constructed in accordance with all applicable laws in effect at the date of the Contract and in accordance with the best current and prevailing industry practices;
 - (c) the Work will be supplied, procured, fabricated, installed, constructed and completed in accordance with all requirements of the Contract;
 - (d) all Work will be free from defects or deficiencies arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship;
 - (e) the Work as constructed will be fit for the purpose intended;
 - (f) title to all Work and all parts thereof shall be free and clear of all liens, charges, encumbrances and adverse claims whatsoever; and
 - (g) no part of the Work shall constitute an infringement of any patent, trade mark, copyright or other proprietary interest.
- 19.2 The Contractor agrees to correct any deficiency in the Work arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship, which appear:
- (a) in the case of any roof, in the period of five (5) years after Substantial Performance of the Work;
 - (b) for other Work, excluding Work covered by a warranty greater than twelve (12) months, in the period of twelve (12) months after the date of Substantial Performance of the Work; and
 - (c) for other Work in the period of any warranties.

- 19.3 The Contractor shall undertake all repairs or replacements at times that will minimize interference with the City's operations.
- 19.4 Nothing contained herein limits the rights of the City in relation to recovery for latent deficiencies in the Work or otherwise limits the rights of the City at law or in equity.
- 19.5 The Contractor shall not be relieved of its warranty obligations by reason of inspection, testing or acceptance of the Work or any portion thereof, or the issuance of a Certificate of Substantial Performance, or a Certificate of Total Performance, or payment to the Contractor of any money under the Contract.
- 19.6 **Maintenance Warranty:** The Contractor will provide elevator maintenance for the 1 year warranty period only. After the 1 year warranty period, the monthly maintenance will become part of an existing City-wide elevator maintenance contract.

20. WAIVERS

- 20.1 The Contractor's application for the Certificate of Substantial Performance shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract to the date of Substantial Performance. This waiver shall include without limitation those that might arise from the negligence or breach of contract by the City, the City's Representative and their respective employees, agents, officers and contractors, but does not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the City's Representative prior to date of Substantial Performance and still unsettled.
- 20.2 The Contractor's application for the Certificate of Total Performance shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract that have arisen between the date of Substantial Performance and the date of the Certificate of Total Performance. This waiver shall include those that might arise from the negligence or breach of contract by the City, the City's Representative, and their respective employees, agents, officers and contractors, but does not include claims by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the City's Representative and still unsettled.

21. SUBSTANTIAL PERFORMANCE

- 21.1 The City or its contractor will, after receipt of a written application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the Work and issue a Certificate of Substantial Performance or if the City decides that Substantial Performance has not been achieved, consult with the Contractor and advise the Contractor of the Work required to achieve Substantial Performance.
- 21.2 An application for Substantial Performance shall be accompanied by:
- (a) a sworn declaration in a form acceptable to the City Representative that all amounts relating to the Work, due and owing as of the end of the month covered by the invoice to third parties including all subcontractors and suppliers, have been paid; and
 - (b) documentation satisfactory to the City's Representative showing compliance with Workers' Compensation Board requirements.
- 21.3 The City shall pay any builder's lien holdback as required by the *Builders Lien Act*, or on such other date as required by law, but the City may hold back the amounts for any deficiencies or filed builder's liens.
- 21.4 The City's Representative shall be the payment certifier responsible for payment certification for the Contractor under the *Builders Lien Act*. The Contractor shall be the person responsible for payment certification for all subcontractors, including the subcontractors, as required under the *Builders Lien Act*.

22. TOTAL PERFORMANCE

- 22.1 Before applying for a Certificate of Total Performance, the Contractor will provide to the City the following:
- (a) complete sets of digital drawings and specifications, in reproducible form, showing the as-built Work;
 - (b) complete sets of maintenance manuals for any and all equipment comprised in the Work; and
 - (c) the results of quality control testing by the Contractor.
- 22.2 The Contractor may apply for a Certificate of Total Performance and the procedure and requirements for the issuance of the Certificate of Total Performance shall include the provision by the Contractor of the sworn declaration and Workers' Compensation Board compliance documentation.

23. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 23.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Work has been paid in full.
- 23.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 23.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in of Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 23.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the City from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the City 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.
- 23.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 23.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

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

24. INSURANCE

24.1 The Contractor will obtain and carry, in forms and with insurers satisfactory to the City:

- (a) commercial general liability insurance in a wrap up form with a limit of five million (\$5,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property;
- (b) the insurance shall include the Contractor, the City, the project manager, all contractors, subcontractors, suppliers and tradesmen contributing to the Work;
- (c) the insurance shall preclude subrogation claims by the insurer against anyone insured hereunder;
- (d) the insurance shall include coverage for:
 - broad form products and completed operations,
 - owner's and contractor's protective liability,
 - contractor's contingent liability,
 - blanket written contractual,
 - contingent employer's liability,
 - personal injury liability,
 - non-owned automobile,
 - cross liability,
 - employees as additional insured's, and
 - broad form property damage;

and where such further risk exists:

- shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and caisson work, work below ground surface, tunnelling and grading, as applicable, and
 - operation of attached machinery.
- (e) product and completed operations liability insurance, to remain in full force and effect for a period of not less than twelve (12) months following completion of the Work;
 - (f) professional errors and omissions insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period, for the Contractor's professional contractors and sub-contractors;
 - (g) course of construction insurance against "all risks" of physical loss or damage, and shall extend to cover all materials, property, structures and equipment while in transit or storage and during construction, erection, installation and testing, but such insurance shall not include coverage for the Contractor's equipment of any description. Such insurance shall be maintained until Substantial Performance of the Work;
 - (h) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than less three million (\$3,000,000) dollars;
 - (i) the insurance shall include as an insured, each contractor and subcontractor, project manager, architect and engineer who is engaged in the Work; and

- (ii) the insurance will contain a waiver of the insurer's rights of subrogation against all insured except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

24.2 The Contractor will provide proof of the required insurance coverage prior to commencing the Work. Such proof will be in the form of a City of Surrey certificate of insurance.

24.3 The Contractor acknowledges that any requirement or advice 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 it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.

24.4 If requested to do so, the Contractor will provide the City with a copy of insurance policies relating to the Work.

25. INDEMNIFICATION

25.1 The Contractor shall indemnify and hold harmless the City, its elected officials, its officers, agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, any act or omission or alleged act or omission of the Contractor, the Contractor's agents, employees or subcontractors or suppliers in performance of the Contract.

26. REJECTED WORK

26.1 Work that is defective ("Defective Work"), whether the result of poor design, poor workmanship, use of defective materials or damage through carelessness or other acts, and whether incorporated in the Work or not, which has been rejected by the City as failing to conform to the Contract will be removed promptly by the Contractor and replaced and re-executed promptly and properly at the Contractor's expense.

27. DEFAULT

27.1 If the Contractor:

- (a) is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
- (b) fails to supply competent supervision, properly skilled workers or proper materials;
- (c) fails to make prompt payment to its contractors, suppliers or workers;
- (d) fails to observe, or breaches the provisions of the Contract;
- (e) fails to remove and replace Defective Work;
- (f) abandons the Work; or
- (g) fails to adhere to the Construction Schedule;

the Contractor is in default of the Contract and the City may give the Contractor written notice to remedy such default. If the Contractor does not commence correction of such default within five (5) business days of receiving such notice and diligently pursue correction of such default, the City may suspend the Work or terminate the Contract, without prejudice to any other right or remedy the City may have.

27.2 The parties agree that if the City terminates the Contract under the conditions set out above, the City shall pay the Contractor:

- (a) for all Work performed, plus reimbursement for expenditures made on account of the remaining Work, but shall not pay for profit and overhead on account of the remaining Work or any additional costs incurred because of the termination.

27.3 If the City terminates the Contract, the City may:

- (a) take possession of the Work and materials, and utilize the Contractor's machinery and equipment at the Place of Work to the extent third party rights are not impaired, and bring the Work to completion by whatever method the City may deem expedient; and
- (b) upon completion of the Work, charge the Contractor the full cost of completing the Work, as certified by the City's Representative, including remedying any deficiencies in the Work.

28. CORRECTION BY CITY

28.1 In addition to the right of termination, if the Contractor fails to comply with a provision of the Contract, including failure to remove and replace Defective Work, the City may, without prejudice to any other remedy it may have, correct such default and charge the Contractor the full cost of correcting the default.

29. DISPUTE RESOLUTION

29.1 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.

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.

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.

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.

30. ASSIGNMENT AND SUBCONTRACTS

30.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to Work to be performed under subcontract and to:

- (a) enter into contracts or written agreements with subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
- (b) be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them. The Contractor agrees that he will

incorporate the terms and conditions of the Contract Documents into all subcontract agreements entered into with subcontractors.

- 30.2 The Contractor agrees to employ those subcontractors proposed by in writing and accepted by the City at the signing of the Contract. The Contractor shall not, without the written consent of the City, change a subcontractor who has been engaged in accordance with the Contract.
- 30.3 The City may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontractors.
- 30.4 In the event that the City requires a Change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change.
- 30.5 The Contractor shall not be required to employ as a subcontractor a person or firm to whom he may reasonably object.
- 30.6 The Contractor may, upon reasonable request and at its discretion, provide to a subcontractor information as to the percentage or quantity of the subcontractor's work which has been certified for payment.
- 30.7 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the City.

31. NOTICES

- 31.1 Communications between the City and the Contractor, including all written notices required by the Contract Documents, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses set out below:

To the City:

City of Surrey

_____ Department]
_____ Division/Section

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

Telephone: _____
Fax: _____
Mobile: _____
E-mail: _____
Attention: _____

with a copy to the Solicitor at:

City of Surrey
Legal Services
14245 – 56th Avenue,
Surrey, British Columbia V3X 3A2
Fax: 604-599-1613
Attention: Mr. Craig MacFarlane, City Solicitor

The Contractor:

Insert Legal Name _____
Insert Address: _____

Telephone: _____
Fax: _____
Mobile: _____
E-mail: _____

Attention: _____

The Consultant:

Insert Legal Name KJA Consultants Inc.
Insert Address: 409 Granville Street, Suite 212
 Vancouver, BC. V6C 1T2

Telephone: (604) 681-9294
Fax: 1-866-683-8605
Mobile: _____
E-mail: Vancouver@kja.com

Attention: Patrick Ho

- 31.2 A communication or notice that is addressed as above shall be considered to have been received:
- (a) immediately upon delivery, if delivered by hand; or
 - (b) immediately upon transmission if sent and received by fax; or
 - (c) after five (5) days from date of posting if sent by registered mail.
- 31.3 The City or the Contractor may, at any time, change their address for notice by giving written notice to the other at the address then applicable.
- 31.4 The sender of a notice by fax assumes all risk that the fax will be received properly.

32. FORCE MAJEURE

- 32.1 Each party will be excused from performance under this Contract for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Contract, in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this Section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder). For the avoidance of doubt, nothing in this Section will affect the City's right to terminate this Contract for convenience as provided in Section 27.
- 32.2 For the purposes of this Contract, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a Party, provided that (i) the non-performing party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the Party claiming force majeure.

33. GENERAL

- 33.1 The Contract contains the entire agreement between the City and the Contractor and may not be amended except in writing and signed by both parties.

- 33.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.
- 33.3 The Contract will be interpreted in accordance with the laws of the Province of British Columbia.
- 33.4 The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.
- 33.5 No consent or waiver by either party to or of any breach or default by the other under the Contract will be effective unless in writing, nor will such consent or waiver be relied on as consent to or waiver of any other breach or default of the same or any other obligation.
- 33.6 Each party will, at its own expense, execute and deliver all such further agreements and documents and do such acts and things as may be reasonably required to give effect to the Contract.

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

CITY OF SURREY

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

(INSERT FULL LEGAL NAME OF CONTRACTOR)

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

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

“Item” means item of the Schedule of Prices.

S.P.2 Scope of Services

The Contractor will provide all labour, materials, equipment and plant to Modernization of Hydraulic Passenger Elevator, at Cloverdale Curling Rink, Surrey B.C.

The scope of services includes the provision of all labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, to Supply, Deliver and Install a Hydraulic Passenger Elevator. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

Job site location is Cloverdale Curling Rink, 6150 – 176th Avenue, Surrey, B.C.

The general components of the work include the Modernization of the Hydraulic Passenger Elevator and related works.

S.P.3 Contract Time

The Work shall be carried out in accordance with the construction schedule as agreed to by the City, and as amended from time to time. Sufficient workers, materials, equipment, appliances and services are to be kept on site at all times to maintain the scheduled completion of this Work. It is further understood and agreed upon and made part of the Contract that the Work must be begun, performed, and completed in accordance with this schedule by the Contractor and if the Contractor fails to begin, perform without interruption, and complete the Work as required by this Contract, the Contractor may be declared in default of this Contract. If the Work is not substantially complete within the time required in Schedule B – Section 2 of this Contract, the Contractor shall pay to the City the following:

- a) Any expenses or damages which are incurred by the City as a result of the Contractor's failure to complete the work under this Contract within the time specified; and/or
- b) The sum of \$250.00 for each and every day after the date of Substantial Completion until the date of actual Substantial Completion. If the Work is not finally completed within the time required in the preceding Schedule B – Section 2 of the Contract, the Contractor will pay to the City, the sum of \$100.00 for each and every day after the date of Final Completion until the date of actual Final Completion.

S.P.4 Consultant

The Consultant: **KJA Consultants Inc.**

Telephone: (604) 681-9294, Fax: 1-866-683-8605, E-mail: Vancouver@kja.com, will be the City's representative during the performance of the Work until the Work is complete. The Consultant will advise and consult with the City. The City's instructions to the Contractor may be forwarded through the Consultant.

The Consultant may periodically visit the Work site(s) to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of these

on-site inspections, the Consultant will keep the City informed of the progress of the Work, and will guard the City against defects and deficiencies in the Work by the Contractor and certify to the City that the Work in place equals or exceeds the amount requested by the Contractor on all applications for payment.

The Consultant will be the interpreter of the requirements of the drawings (if any) and specifications and any changes made to the drawings and specifications.

S.P.5 Coordination

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

Other Contractors

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

Electrical Contractors

S.P. 6 Availability of Site

The Place of Work, is available for the immediate commencement of the Services. The anticipated start date is **March 01, 2013**. The Contractor will schedule the Services accordingly.

S.P.7 Quality Assurance

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

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

S.P.8 Job Conditions

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

S.P.9 Environmental Protection

The Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it and covenants and agrees to provide the City with an environmental

plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

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

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

S.P.10 Project Safety

It is the Contractor's responsibility to perform work consistent with good construction practice in the safest manner possible. The health and safety of all members of the construction team and the general public is the responsibility of the Contractor. To ensure that the safest possible conditions exist on this project, all personnel must adhere strictly to the current requirements of the Occupational Health and Safety Regulations and WCB standards for HVAC Projects; the Contractor's Corporate Health & Safety Programme; the Contractor's Site Safety Plan and all applicable codes.

S.P.11 Traffic and Public Safety

At all times during the work or activities included in this specification the Contractor shall take full responsibility to ensure that traffic control is carried out in accordance with the Ministry of Transportation and Highways regulations for work performed on provincial highways and including their right-of ways.

The City may apply for permit from the Ministry of Transportation and Highways for work performed on provincial highways and including their right-of-ways. The Contractor shall at his own expense obtain a copy of the permit from the City and shall comply with all conditions of the permit.

The Contractor shall at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while installing, maintaining thermoplastic and/or other pavement markings or pavement marking eradication work.

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

S.P.12 Construction Access

The designated access to and from the construction site must be approved by the City. All construction traffic must use the designated access including heavy equipment, trucks and workers' personal vehicles.

S.P.13 Proposed Substitutions

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

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

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

S.P.14 Manuals

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

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

S.P.15 Hours of Work

The Contractor shall comply with all of the applicable bylaws of the City of Surrey. All work to be performed during between the hours of 7:00 am to 5:00 pm, Monday to Friday excluding holidays.

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

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

S.P.16 Damage

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

S.P.17 Worksite Conduct

All labourers and workers, while working in and around the 5642 – 176A Street, Surrey, British Columbia, and the City facilities, shall act in a professional manner. The

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

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

S.P.18 Cleanliness and Disposal of Unwanted Materials

Cleanup is to be done on a daily basis.

The Contractor is responsible for the cleanliness of the job site and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the City.

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

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

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

S.P.19 Accidents; Equipment Safety

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

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

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

S.P.20 Permits and Fees

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

S.P.21 Final Inspection and Payment

When the Work is finally complete and the Contractor is ready for a final inspection, the Contractor is to notify the City, in writing and arrangements will be made for final inspection. If the City confirms that the project is complete including all deficiencies, is in full accordance with this Contract and the Contractor has performed all of its obligations, is hereby entitled to submit for final payment, subject to the *Builders Lien Act*.

S.P.22 Tradesmen

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

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

The Contractor is to provide a professional review of all facets of Work as required from time to time by the City.

SCHEDULE B - APPENDIX 2

SUPPLEMENTARY SPECIFICATIONS

To view/print the supplementary specifications (KJA Consultant's Report - Elevator Modernization Ref.: 217017):

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

Enter "pur" as the User Name, "welcome" as the password and then click "Log On"

<ftp://ftp.surrey.ca>

Log on: pur

Password: welcome

Folder: 1220-040-2013-002

To view this FTP site in Windows Explorer, click **Page**, and then open **FTP Site in Windows Explorer**.

SCHEDULE B

APPENDICES 3 THROUGH 11

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

Schedule B – Appendix 3	Schedule of Prices
Schedule B – Appendix 4	Construction Schedule
Schedule B – Appendix 5	Key Personnel, Sub-Contractors, and Material Suppliers

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

Schedule B – Appendix 6	Prime Contractor Designation
Schedule B – Appendix 7	Risk, Health and Safety
Schedule B – Appendix 8	Statutory Declaration
Schedule B – Appendix 9	Certificate of Completion
Schedule B – Appendix 10	Notice of Certification of Completion
Schedule B – Appendix 11	Post Compliance Form Certificate of Substantial Performance



QUOTATION SCHEDULE C

RFQ Title: **HYDRAULIC PASSENGER ELEVATOR MODERNIZATION,
CLOVERDALE CURLING RINK, SURREY, B.C.**

RFQ No: 1220-040-2013-002

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

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

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

Telephone: 604-590-7274

Fax: 604-599-0956

Email for PDF Files: purchasing@surrey.ca

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

Section	Requested Departure(s) / Alternative(s)
---------	---

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
 - (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number: _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;

- (c) Insurance coverage for the amounts required in the Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca see [Standard Certificate of Insurance](#);
- (d) City of Surrey business license Number: _____;
- (e) If the Contractor's Goods and Services are subject to HST, the Contractor's HST Number is _____;
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada
Incorporation Number _____.

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

Requested Departure(s) / Alternative(s)

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

Changes and Additions to Specifications and Scope:

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

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

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

Fees and Payments

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

F.O.B. Destination Freight Prepaid		Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.		Ship Via:	
Item #	Item Name			Total Amount	
1.	Provide labour, materials, products, equipment and services necessary for the Modernization of the Hydraulic Passenger Elevator at the Cloverdale Curling Rink in Surrey, BC, per specifications.				
		LABOUR AMOUNT (\$)	MATERIALS AMOUNT (\$)		
	(Sections 14200, 14210, 14900)	\$ _____	\$ _____		
Note: Overheads, General Conditions and Profit are to be included in the above amounts.					
				Subtotal:	\$
				HST (12%):	\$
				TOTAL QUOTATION PRICE:	\$
CURRENCY: Canadian					

List of Optional Alternative Prices:

9. The following is a list of Alternative Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Alternative Price(s). The Alternative Prices are an addition or a deduction to the Total Quotation Price and do not include HST. DO NOT state a revised Total Quotation Price.

<u>Description of Optional Alternative Prices</u>	Addition	Deduction
OAP-1. OEM Controls: Provide an alternate price for the OEM controls in accordance with section 14200 (3.1 & 3.2), page 23.	\$ []	\$ []

List of Separate Prices:

10. The following is a list of Separate Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Quotation Price and do not include HST. DO NOT state a revised Total Quotation Price.

<u>Description of Separate Price Items</u>	Addition	Deduction
SP-1. Hydraulic Scavenger Pump services: Submit a separate price in accordance with section 14200 (2.2), page 21.	\$ []	\$ []
SP-2. Firefighter's Emergency Operation services: Submit a separate price in accordance with section 14200 (2.3), page 21.	\$ []	\$ []
SP-3. Plunger Gripper services: Submit a separate price in accordance with section 14200 (2.4), pages 21 - 22.	\$ []	\$ []
SP-4. Jack Hole Drilling services: Submit a separate price in accordance with section 14200 (2.5), page 23.	\$ []	\$ []

Force Account Labour and Equipment Rates:

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

Table 1 – Schedule of Labour Rates:

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

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate
		\$
		\$

Time Schedule:

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

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10
Start-up Mobilization										
Substantial Completion										

Completion of Work:

We would be able to have materials on site and commence work on the elevator modernization by _____ Weeks after award of the contract.

The dates proposed for work on site are as follows:

Elevator Group	Work Commencing	Work Completed	Total # of weeks
14210 - Passenger Elevator			

Key Personnel & Sub-contractors:

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

Name: _____	Name: _____
Years of Experience: _____	Years of Experience: _____
Responsibility: _____	Responsibility: _____
Name: _____	Name: _____
Years of Experience: _____	Years of Experience: _____
Responsibility: _____	Responsibility: _____
Name: _____	Name: _____
Years of Experience: _____	Years of Experience: _____
Responsibility: _____	Responsibility: _____

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

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS & MATERIAL SUPPLIERS NAMES	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL
Subsoil Decontamination			
Jack hole drilling (Separate Cost)			
Jack Hole Cleaning			
Cab Finishes			

Experience and References:

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

16. Contractor's **references** (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references:

Confirmation of Site Conditions and Dimensions:

17. We confirm that all existing site conditions are compatible with our equipment.

Products:

18. We intend to use the following products (ENCLOSE PRODUCT BROCHURE AND TECHNICAL INFORMATION) in the execution of the work:

Product (include Manufacturer and model)	14210: Hydraulic Passenger Elevator
Control Equipment	
Cylinder (with PVC)	
Power Unit	
Valve Assembly	
Interlocks	
Door Protection	
Door Operator	
Car Door Restrictor	
Emergency Battery Lowering	
Communications	
Fixtures	

Electrical Ratings:

19. Key electrical ratings of the equipment to be provided are:

Equipment		14210: Passenger Elevator
Current rating of solid-state drives		
KVA rating of the transformers feeding the solid-state drives		
Motor	Voltage: Starting Current: Running Current:	

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

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

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Attachment 1 - Project Completion Deliverables

Project Name: _____

Project Address: _____

Date: _____

End of Project Walk-through: _____

End of Project Walk-through: _____

City Representative: _____

Contractor/Contractor Rep: _____

Department: _____

Company Name: _____

Contact phone number: _____

Contact phone number: _____

Fax number: _____

Fax number: _____

BUILDING PERMITS – CLOSED OUT

- Architectural
- Electrical
- Mechanical / Plumbing
- Structural
- Other

O&M MANUALS RECEIVED

- Architectural
Additional insertions to follow:
- Electrical
Additional insertions to follow:
- Mechanical
Additional insertions to follow:
- Other
Additional insertions to follow:

PROJECT CLOSE-OUT

- Project Summary Report
- Substantial Completions
- Deficiencies List
- Transfer of Utilities
(Hydro/Teresan)
Notify City of Surrey (604-591-4804)
- Asset Inventory Forms including HVAC
- TCA Cost Summary Finance, & Warranty
Information sheets & Project summary with graphics

FALL PROTECTION SYSTEM

- Installed
 - Fall Protection plans displayed throughout building as required.
 - 1 CD containing the Fall Protection Safety System (details & plans)

E. AS-BUILT DRAWING SUBMITTALS

Architectural

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Electrical

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Mechanical / Plumbing

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Structural

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Civil

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Landscape

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

Other:

- 1 CD containing AutoCAD As-Built DWG files
- 1 CD containing scanned sealed As-Built drawings
- 1 paper copy of sealed drawings

F. FIRE SAFETY PLAN

- Completed
 - Fire safety floor plans displayed throughout building as required.
 - 1 CD containing the fire safety plan
 - 2 paper copies of the fire safety plan

Signed:

City Representative

Contractor Representative

Internal Representative

Fire Chief/ Representative