



REQUEST FOR QUOTATIONS

Title: Cloverdale Curling Rink: Stair Replacement

Reference No.: 1220-040-2019-032

MINOR WORKS SERVICES

(Construction Services)

Issue Date: May 10, 2019

REQUEST FOR QUOTATIONS

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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 C (the "Quotation") for the supply of the goods (if any) and services described in Schedule A (the "Work"). The description of the Work 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

A Quotation should be labelled with the Contractor's name, RFQ title and reference number. A Quotation should be submitted in the form attached to this RFQ as Schedule C – Form of Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt. A Contractor bears all risk that the City's computer 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 must be delivered to the City at the office of:

Name: Richard D. Oppelt, Manager, Procurement Services
at the following location:

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter 5th Floor West
13450 – 104th Avenue,
Surrey, B.C., V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **June 5th, 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 Request for Quotations ("RFQ") should be directed in writing to:

Name: Richard D. Oppelt, Manager, Procurement Services
Email: purchasing@surrey.ca

Reference: **1220-040-2019-032**

5. ADDENDA

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

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 Contract by the City may be by fax, pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Contract in Schedule B – Draft Contract – Minor Works.

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 with the requirements of the Work.

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. 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: **May 16th, 2019**

Time: 10:30am

Location: Cloverdale Curling Rink: 6142/6150 - 176 Street, Surrey, BC, V3S 4E7

It is possible that some questions raised and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Quotation. Contractors are responsible to ensure they are fully informed and have a clear understanding of the requirements.

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 of the Work.

Note: No minutes of the information meeting and site tour will be provided

The Contractor is responsible for parking fees, if applicable.

SCHEDULE A – SCOPE OF WORK AND DRAWINGS

PROJECT TITLE: Cloverdale Curling Rink: stair replacement

PROJECT No.: 1220-040-2019-032

1. DESCRIPTION OF SCOPE OF WORK

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of construction and renovation of Cloverdale Curling Rink: stair replacement, located at 6142/6150 - 176 Street, Surrey, BC, V3S 4E7, Surrey, British Columbia (the "Place of the Work") in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

The Work consists of but is not necessarily limited to the following:

Demolition and removal of existing exit stair on the South West corner of the curling rink including the following:

- Light fixtures and ceiling.
- Doors.
- CMU walls.
- Roof with access hatch and two skylights.
- Staircase with handrails.
- Concrete floor slab & foundation.

Installation of new enclosed exit stair including the following:

- Tree root barrier (refer to instructions from Urban Forestry).
- Support piles.
- Reinforced concrete slab.
- Reinforced concrete masonry wall.
- Doors with door hardware, and window.
- Steel support structure.
- Stair with handrails / guardrails.
- Insulated exterior cladding.
- Roof with two skylights and access hatch.
- T-bar ceiling.
- Light fixtures.
- Floors and walls finish.
- Remove and re-install existing sign.

As identified in the attached drawings & specifications.

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

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

2. EXPECTED START AND COMPLETION DATES

The services of the Contractor will be commencing on award of the contract. The expected completion date of this project is **August 30th, 2019**.

3. LIST OF DRAWINGS (Architectural and Structural)

The following Drawings are included as part of this RFQ.

LIST OF DRAWINGS				
	TITLE OF DRAWING	SHEET No.	REVISION NO.	REVISION DATE
ARCHITECTURAL	A101 SITE PLAN	A101	2	6 May, 2019
	A111 SPECIFICATIONS	A111	2	6 May, 2019
	A112 SPECIFICATIONS	A112	2	6 May, 2019
	A201 DEMOLITION PLANS	A201	2	6 May, 2019
	A211 GROUND FLOOR PLAN & WEST ELEVATION	A211	2	6 May, 2019
	A212 SECOND FLOOR PLAN & SOUTH ELEVATION	A212	2	6 May, 2019
	A351 DETAIL PLANS	A351	2	6 May, 2019
	A352 DETAILS & STAIR SECTION	A352	2	6 May, 2019
STRUCTURAL	S101 GENERAL NOTES	S101		6 May, 2019
	S111 TABLES	S111		6 May, 2019
	S201 PLANS	S201		6 May, 2019
	S202 BRACE ELEVATIONS	S202		6 May, 2019
	S401 CONCRETE AND MASONRY DETAILS	S401		6 May, 2019
	S501 STEEL DETAILS	S501		6 May, 2019

4. **Impact to Park trees during staircase construction at Cloverdale Curling Rink**

To ensure the success of the staircase construction at the south west corner of the Cloverdale Curling Rink and the long-term health of the City owned trees, Parks – **Urban Forestry** recommends the following actions be completed:

During demolition and construction:

1. Installation of tree protection barriers to City preferred specifications of 8:1, prior to work commencing.
2. A Certified Arborist must be on site to supervise the demolition of the foundation and installation of the root barrier. An impact report, with photo documentation, identifying roots exposed during the removal of the footings and excavation for the root barrier must be submitted by a Certified Arborist. This report should include required remedial actions, if actions are necessary.

During demolition of the existing staircase:

1. All exposed and damaged roots will be cut clean to solid wood under arborist supervision.
2. The existing sidewalk along the south side of the building will be left in place during the demolition to protect the tree roots from damage and compaction.
3. Any excavation and relocation of building services (e.g. water, gas), within the drip line should be completed under arborist supervision.

Prior to and during construction of the staircase:

1. Installation of a 1.22m deep root barrier along the south and the west sides of the excavation, installation should be completed by a Certified Arborist with the use of a hydrovac excavation truck to cut the trench for the barrier.
2. Installation of large clear crush (2.5 to 6 cm) aggregate, a minimum of 0.5m wide, on the building side of the root barrier to allow water to penetrate the subgrade between the root barrier and the building (contingent on Building Code approval), install fiber cloth on top of the clear crush and top with 0.15 m of topsoil and sod to the building edge.
3. Sidewalk replacement would occur following construction of the new stairs.

**SCHEDULE B
SAMPLE – CONSTRUCTION CONTRACT**

Title: Cloverdale Curling Rink: stair replacement

Contract No.: 1220-040-2019-032

THIS AGREEMENT dated the _____ day of _____, 201_.

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, B.C., V3T 1V8, Canada

(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:

Demolition and removal of existing exit stair on the South West corner of the curling rink including the following:

- Light fixtures and ceiling.
- Doors.
- CMU walls.
- Roof with access hatch and two skylights.
- Staircase with handrails.
- Concrete floor slab & foundation.

Installation of new enclosed exit stair including the following:

- Tree root barrier (refer to instructions from Urban Forestry).
- Support piles.
- Reinforced concrete slab.
- Reinforced concrete masonry wall.

- Doors with door hardware, and window.
- Steel support structure.
- Stair with handrails / guardrails.
- Insulated exterior cladding.
- Roof with two skylights and access hatch.
- T-bar ceiling.
- Light fixtures.
- Floors and walls finish.
- Remove and re-install existing sign.

As identified in the attached drawings & specifications.

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) **“Certification of Completion”** 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 an addition to, deletion from or alteration of the Work;
- (d) **“Change Order”** means a Change is approved, the Consultant shall issue 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. The value of the Work performed in a Change shall be included for payment with the certificates for payment;
- (e) **“City”** means the City of Surrey;
- (f) **“Consultant”** is the person or entity engaged by the City and identified as such in the Contract. The Consultant is the Architect, the Engineer or entity licensed to practice in the province of British Columbia. The term Consultant means the Consultant of the Consultant’s authorized representative;
- (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 [], a future Appendix;**
- (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) **“Drawings”** means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details and diagrams;
- (o) **“Extra Work”** has the meaning set out in Section 33;
- (p) **“Overhead”** means all costs associated with management, supervision, insurance, as-built preparation and warranty, administration and supervision at the Place of Work (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long distance charges) courier, permits, insurance and small tools and general office supplies as required for the performance of the Work.”
- (q) **“Payment Certifier”** is the person or entity identified as such in the Contract responsible for the issuance of certificates of payment;
- (r) **“Place of Work”** means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (s) **“Project Manager”** is the person or entity engaged by the City and identified as such in the Contract;
- (t) **“Substantial Performance”** is as defined in the lien legislation applicable to the province of British Columbia;
- (u) **“Total Performance”** means the date of the City's acceptance of the Work in writing as fully performed according to the Contract Documents; and
- (v) **“Work”** means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK – START/COMPLETION DATES

- 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, including without limitation the scope of work and drawings specified in Appendix [], a future Appendix and Appendix [], a future Appendix
- 2.2 The Contractor will commence the Work on or before June 17th, 2019. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix [], a future Appendix as required by the Contract Documents and will achieve Substantial Performance of the Work on or before August 30th, 2019 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) Addenda (if any);
 - (c) Departmental Construction Standards (if any);
 - (d) Specifications;
 - (e) Drawings; and
 - (f) all other Contract Documents.

4. CONTRACT PRICE

- 4.1 The Contract Price for the Work shall be the sum of <<insert figures here>> dollars, plus goods and services tax in the amount of <<insert figures here>> dollars, for a total Contract Price of <<insert figures here>> 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 For greater certainty, 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, General Conditions and all other costs and expenses whatsoever incurred in performing the Work, even if the Contract Documents does not specifically mention such items. 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 Consultant 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, should 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.
- 6.6 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contractor for completion.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca.

In order to process your payment, the following submission guidelines must be met:

- Each Invoice must be sent as a separate attachment
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <<Company name>>_<<Invoice Number>>
- Include Purchase Order number (to be provided).
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

- 6.7 The City shall not be liable for interest or overdue charges on any invoice.
- 6.8 Unless otherwise provided, all dollar amounts referred to in this Contract are in lawful money of Canada.
- 6.9 If the Contractor is a non-resident of Canada and does not provide to the Library 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. 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 in the Work shall be determined by one or more of the following methods:
- (a) by estimate and acceptance in a lump sum; or
 - (b) by unit prices as set out in the Contract, or subsequently agreed upon; or
 - (c) by actual cost and an allowance for Overhead and profit as follows:
 - 1. Contractor's Overhead and profit on expenditures from cash allowances, shall be included in the Contract Price, except the Contractor is entitled to additional Overhead and profit only on the portion of the change greater than the cash allowance. If the change is less than the cash allowance the Contract Price shall be decreased by the amount of the change without adjustment for the Contractor's Overhead and profit;
 - 2. for changes in the Work not covered by cash allowances:
 - (i) if there is no increase or decrease in the Contract Price the Contractor is not entitled to any Overhead and profit on the change,
 - (ii) if the Contract Price is increased, the Contractor is entitled to an additional:
 - .1 10% Overhead and profit on Work performed directly by the Contractor, and
 - .2 5% on Work performed by the Subcontractor, only on the portion of the increase in the Contract Price, and
 - .3 0% on design services and work performed by the Contractor's consultants;
 - (iii) if the Contract Price is decreased by the change the Contractor is not entitled to Overhead and profit on the reduction in the Contract Price;
 - 3. the Subcontractor or the sub-subcontractor Overhead and profit shall be 5% of the actual cost of all Subcontractor's or sub-subcontractor's changes in the Work; and
 - 4. where the change involves the substitution of one type of Work and/or Product for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to Overhead and profit."

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, other contractors or their employees.
- 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 by the City.
- 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 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. PERSONNEL

- 17.1 Superintendent: The Contractor shall employ a competent senior representative at the Place of Work (the "Superintendent") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents. The Contractor shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the Place of Work while Work is being performed.

- 17.2 The Superintendent shall represent the Contractor at the Place of Work and instruction given to the Superintendent by the Consultant shall be held to have been given to the Contractor.

- 17.3 If the competence or performance of the Superintendent is not satisfactory to the Consultant then, on written request from the Consultant, the Contractor shall provide a satisfactory replacement. The Contractor shall not change the Superintendent without the consent of the Consultant, such consent not to be unreasonably withheld.

- 17.4 Workers: The Contractor shall maintain good order and discipline among the Contractor's employees and the subcontractors engaged in the Work. The Contractor shall not employ, or permit subcontractors to employ, workers who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work in compliance with the Construction Schedule.

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 Certification of Completion, or a Certificate of Total Performance, or payment to the Contractor of any money under the Contract.

20. WAIVERS

20.1 The Contractor's application for the Certification of Completion 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 Consultant will, after receipt of a written application from the Contractor for a Certification of Completion, make an inspection and assessment of the Work and issue a Certification of Completion 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 Prior to making application for Substantial Performance of the Work, the Contractor shall submit to the Consultant or Owner the following:
- (a) letters of assurance for professional design and review from those professionals engaged by the Contractor under the provisions of the Contract, including applicable sealed shop drawings;
 - (b) all required manufacturer's inspections, certifications, guarantees, warranties as specified in the Contract Documents;
 - (c) all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents;
 - (d) certificates issued by all permit issuing authorities indicating approval of all installations, work and improvements requiring permits;
 - (e) certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as applicable or specified in the Contract Documents; and
 - (f) all required record Drawings and as built and as-installed documents in the form specified in the Contract Documents, including the as-built Drawings.

If it is impracticable, with reasonable diligence and attention, for the Contractor to have obtained one or more of the items listed above prior to making application for Substantial Performance of the Work, then delivery of such items may be deferred until the date that is 30 days following Substantial Performance of the Work.

- 21.3 Together with its request or application for the Certificate of Completion of the Work, the Contractor shall provide to the Consultant and the Owner the following:
- (a) a sworn declaration in a form acceptable to the Consultant 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;
 - (b) a current clearance letter from Workers' Compensation Board confirming that the Contractor is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
 - (c) a statement compiling and reconciling all Change Orders and Change Directives; and
 - (d) any other documents to be submitted by the Contractor as specified in the Contract Documents or reasonably required by the Consultant or the Owner.
- 21.4 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.
- 21.5 The Art Cader Architecture Inc 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 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 Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have 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 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 Contract.
- 23.3 The Contractor agrees that it is the prime contractor for the 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 Services. That person will be the person so identified in Schedule B of this Contract, 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 Contract, 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 Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 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 Compensations 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 to 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 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.

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,
 - City'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) 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;

- (g) 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);
- (h) the insurance shall include as an insured, each contractor and subcontractor, project manager, architect and engineer who is engaged in the Work; and
- (i) 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 (collectively the "Indemnitees") 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.

25.2 The City shall indemnify and hold harmless the Contractor, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

26. DEFECTIVE 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 Consultant, 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 Contract or related to this Contract ("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 subcontract tenderers.
- 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 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 provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or it by mail, five calendar days after posting. The addresses for delivery will be as follows:

- (a) The City: City of Surrey – [Insert Department Name]
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8
- Attention: [Insert City contact name]
[Insert title]
- Business Fax: [Insert]
Business Email: [Insert]
- (b) The Contractor: [Insert full legal name and business address]

- Attention: [Insert Contractor contact name]
[Insert title]
- Business Fax: <<Insert>>
Business Email: <<Insert>>
- (c) The Consultant (Payment Certifier): Art Cader Architecture Inc
212 – 1807 Maritime Mews
Vancouver BC V6H 3W7
- Attention: Louis Louw
Associate
- Business Fax: 866 351 8167
Business Email: llouw@acarch.ca

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. EXTRA WORK

- 33.1 The City may invite the Contractor to perform Extra Work as part of this Contract by issuing a Contemplated Change Order for the Extra Work.
- 33.2 It is a condition of a Contract that the City is not obligated at any time to make a request to the Contractor to perform Extra Work. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Extra Work that is required to be performed and the Contractor and its subcontractors, if any, shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Extra Work and shall so carry on their work that other cooperating contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- 33.3 The Contractor is under no obligation to accept an invitation to perform Extra Work and the City is under no obligation to offer work that might be undertaken by the Contractor as Extra Work.
- 33.4 If the City issues a Contemplated Change Order for Extra Work, the Contractor shall promptly either decline the opportunity to perform the Extra Work, or respond with a Quotation.
- 33.5 The City is under no obligation to accept the Contractor's Quotation for Extra Work and may elect to have the Extra Work performed by others.
- 33.6 In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Extra Work without first receiving a written Change Order approving the work as Extra Work.

34. LIQUIDATED DAMAGES FOR LATE COMPLETION

- 34.1 If the Contractor fails to meet the milestone date for Substantial Performance as set out in this Contract as may be adjusted pursuant to the provisions of the Contract Documents, then the City may deduct from any monies owing to the Contractor for the Work:
- (a) as a genuine pre-estimate of the City's increased costs for the Consultant and the City's own staff caused by such delay an amount of \$250.00 per day or pro rata

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

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

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

35. NON ROAD DIESEL ENGINE EMISSION REGULATION

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

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

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

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

36. GENERAL

36.1 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.

36.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.

36.3 The Contract will be interpreted in accordance with the laws of the Province of British Columbia.

36.4 The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.

36.5 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.

36.6 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 Fees and Payments – Schedule C – Form of Quotation.

S.P.2 Scope of Work

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of construction and renovation of Cloverdale Curling Rink: stair replacement, located at 6142/6150 - 176 Street, Surrey, BC, V3S 4E7, Surrey, British Columbia (the “Place of the Work”) in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

The Work consists of but is not necessarily limited to the following:

Demolition and removal of existing exit stair on the South West corner of the curling rink including the following:

- Light fixtures and ceiling.
- Doors.
- CMU walls.
- Roof with access hatch and two skylights.
- Staircase with handrails.
- Concrete floor slab & foundation.

Installation of new enclosed exit stair including the following:

- Tree root barrier (refer to instructions from Urban Forestry).
- Support piles.
- Reinforced concrete slab.
- Reinforced concrete masonry wall.
- Doors with door hardware, and window.
- Steel support structure.
- Stair with handrails / guardrails.
- Insulated exterior cladding.
- Roof with two skylights and access hatch.
- T-bar ceiling.
- Light fixtures.
- Floors and walls finish.
- Remove and re-install existing sign.

As identified in the attached drawings & specifications.

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

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.

S.P.3 Consultant

The Consultant Art Cader Architecture Inc. Telephone: 604 812 5506 Fax: 866 351 8167 E-mail: llouw@acarch.ca, represented by: Louis Louw - Associate 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 instruction(s) 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.

S.P.4 Payment Certifier

The Payment Certifier is Art Cader Architecture Inc. 212 – 1807 Maritime Mews Vancouver BC V6H 3W7 Telephone: 604 812 5506 Fax: 866 351 8167 E-mail: llouw@acarch.ca, represented by: Louis Louw – Associate.

S.P.5 Project Manager

The Project Manager is <<insert company name, and complete company address>> Telephone: _____ Fax: _____ E-mail: _____, represented by: <<insert name of project manager and title>>.

S.P.6 Schedule of Prices

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

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

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

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

S.P.7 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 list of known activities that the Contractor should be aware of when planning for coordination:

Other contractors

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

“NONE”

S.P.8 Availability of Place of Work

The Place of Work is available for the immediate commencement of the Work. The anticipated start date is June 17th, 2019. The Contractor will schedule the Work accordingly.

S.P.9 Quality Assurance

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

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

S.P.10 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.11 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.

The Contractor will be responsible to establish and submit a waste disposal plan to the City for review prior to commencing the Work.

S.P.12 Safety

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

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

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

S.P.13 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. All costs involved in respect to the above requirements will be deemed to be included in the Total Quotation Price.

S.P.14 Construction Access and Traffic Maintenance

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.

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

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

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

The Contractor shall:

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

S.P.15 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.16 Manuals

Installation and Operator's manuals should accompany equipment delivered. Electrical, mechanical, and plumbing booklets should be provided to the City, as per the specifications.

All manual(s) should 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.17 Hours of Work

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

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

All work shall conform to local bylaws, including building and parking bylaws and municipal guidelines and regulations. This includes Building Bylaws and Noise Restrictions, which will apply to all work being completed. Where work or the work schedule does not permit compliance with the Bylaws, the Contractor shall request permission from the City for special exemptions from the bylaws. No extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the City.

S.P.18 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.19 Worksite Conduct

All labourers and workers, while working in and around the 6142/6150 - 176 Street, Surrey, BC, V3S 4E7, 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.20 Cleanliness and Disposal of Unwanted Materials

Continuous daily clean up of the work areas shall be performed by the Contractor and trade contractor throughout the performance of the Work and will be undertaken in accordance with the Contractor's waste management plan. Clean up of waste products and debris generated by the Contractor and any trade contractor outside of the building and on the site shall be the responsibility of the Contractor. Should the City be required to clean up the work of the Contractor or trade contractor the cost of such clean up will be recovered from the Contractor.

The Contractor is to 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 is 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.21 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 defense which may be caused by Contractor's performance of this Contract, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Contract.

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

S.P.22 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.23 Final Completion and Payment

When the Work is finally complete and the Contractor is ready for a final inspection, the Contractor is to notify the City and the Consultant, in writing. Thereupon, the Consultant will perform a final inspection of the Work. If the Consultant 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.24 Workmanship

- (a) General: Workmanship shall be of best quality, executed by workers experienced and skilled in respective duties for which they are employed. Do not employ any unfit person or anyone unskilled in their respective duties. The City reserves the right to dismiss for site, workers deemed incompetent, careless, insubordinate or otherwise objectionable. Decisions as to quality of fitness of workmanship in cases of dispute rest solely with the City, whose decision shall be final.
- (b) Coordination: Ensure cooperation of workers in laying out work. Maintain efficient and continuous supervision.
- (c) Protection of Work in progress: The Contractor is to adequately protect Work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the City at no cost to the City.

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.

END OF PAGE

**SCHEDULE B - APPENDIX 2
SUPPLEMENTARY SPECIFICATIONS – (PROJECT)**

Supplementary Specifications may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Refer to Appendix 2-A. 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: 1220-040-2019-032

**SCHEDULE B - APPENDIX 2-A
CONTRACT DRAWINGS - (PROJECT)**

Contract 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: 1220-040-2019-032

**SCHEDULE B
APPENDICES 3 THROUGH 7**

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

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

The following forms to be included at the time of the award of the contract:

- Appendix 6 Prime Contractor Designation
- Appendix 7 Contractor Health & Safety Expectations (Responsibility of Contractor(s))



SCHEDULE C - QUOTATION

RFQ Title: Cloverdale Curling Rink: stair replacement

RFQ No: 1220-040-2019-032

Legal Name of Contractor: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter 5th Floor West
13450 – 104 Avenue,
Surrey, B.C., V3T 1V8, Canada

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 Contract;
 - (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 Contract and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Contract and RFQ will remain in full force and effect.
3. I/We have reviewed the sample Contract (Schedule B). If requested by the City, I/we would be prepared to enter into the sample Contract, 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 Work:**

- (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 Contract 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 at www.surrey.ca. search [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):

Section

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 Contract, this Quotation includes the

7. I/We have reviewed the RFQ, Schedule A – Scope of Work and Drawings. 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	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	Amount
1.	The Contractor will provide all labour, materials, equipment and plant and all other relevant services necessary for the performance of the Work as stated in the specifications and drawings, at 6142/6150 - 176 Street, Surrey, BC, V3S 4E7, Surrey, British Columbia, Surrey, B.C. Place of the Work location is 6142/6150 - 176 Street, Surrey, BC, V3S 4E7, Surrey, British Columbia, Surrey, B.C. The detailed scope of Work is as described on the Contract Drawings (Schedule B – Appendix 2A), Special Provisions (Schedule B – Appendix 1), and Supplementary Specifications (Project) (Schedule B- Appendix 2). Note: All Overhead costs, general conditions and profit are to be included in the above amount(s).	\$ _____
2.	Cash Allowances, if any.	
		\$
		\$
		\$
		\$
		\$
CURRENCY: Canadian		TOTAL QUOTATION PRICE: \$

List of Optional Prices:

9. 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). The Optional Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Description of Optional Prices	Addition	Deduction
OP-1.	\$ []	\$ []
OP-2.	\$ []	\$ []

List of Separate Prices:

10. The following is a list of Separate Price(s) to the Work 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 GST. DO NOT state a revised Total Quotation Price.

Description of Separate Price Items	Addition	Deduction
SP-1. Performance Bond at 50% of total contract value: CCDC 221 (latest Preferred)	\$ []	\$ []
SP-2. Labour and Material Payment Bond at 50% of total contract value: CCDC 222 (latest Preferred)	\$ []	\$ []
SP-3. 24"x48" Galvanized metal roof access hatch (insulated) to match existing	\$ []	\$ []

Force Account Labour and Equipment Rates:

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

Table 1 – Hourly Labour Rate Schedule For Services:

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Superintendent	\$	\$
.2 Foreman	\$	\$
.3 Journeyman	\$	\$

.4 Apprentice	\$	\$
.5 Skilled Labourer	\$	\$
.5	\$	\$
.6	\$	\$

Table 2 – Hourly Equipment Rate Schedule:

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

Metro Vancouver’s Non-Road Diesel Engine Emissions Regulation By-law No. 1161, 2012 (the Bylaw)

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

Applicable as follows Not applicable to this project

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

Construction Schedule:

13. Contractors should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified:

- (a) Commence the Work on or before: _____; and
- (b) Substantial Performance: _____.

Contractor may provide a Microsoft Project (or similar) schedule outlining the Critical Path and should include all major phases of the Work and indicate start and substantial completion dates for each (use the spaces provided and/or attach additional pages, if necessary).

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

SAMPLE									

Proposed Disposal Site: _____

Key Personnel & Subcontractors:

14. Contractors should provide information on the background and experience of all key personnel proposed for the performance of the Work (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____

15. Contractors should provide the following information on the background and experience of all proposed subcontractors and material suppliers for the divisions or sections of the work/or supply listed below: [Note: It is not necessary for the Contractor to list all subcontractors and material suppliers that the Contractor proposes to use – only those for the divisions or sections of work / supply listed below] (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Work/Supply</i>	<i>Subcontractor & Material Supplier Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

The City reserves the right of approval for each of the subcontractors and material suppliers. The Contractor will be given the opportunity to substitute an acceptable subcontractor and material supplier, if necessary.

Experience and References:

16. Contractor's should provide information on their relevant **experience and qualifications** for the performance of the Work similar to those required by the Contract (use the spaces provided and/or attach additional pages, if necessary):

17. Contractor's **references** for work performed by your firm of a similar nature and value (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)

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

This Quotation is executed by the Contractor this _____ day of _____, 20__.

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 1 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET

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: _____

A. BUILDING PERMITS – CLOSED OUT

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

B. O&M MANUALS RECEIVED

**Shop Drawings to be included in O&M Manuals*

Architectural

- 1 Electronic (PDF) file
- 2 Hardcopies

Electrical

- 1 Electronic (PDF) file
- 2 Hardcopies

Mechanical

- 1 Electronic (PDF) file
- 2 Hardcopies

Other(s)

- 1 Electronic (PDF) file
- 2 Hardcopies

C. PROJECT CLOSE-OUT

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

D. FALL PROTECTION / RESTRAINT SYSTEM

- Complete
- Wall plaques displayed as required
- 1 (PDF) containing the Fall Protection Safety
System

E. AS-BUILT DRAWING SUBMITTALS

Architectural

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

Civil

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

Electrical

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

Fire Protection

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

Landscaping

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

Mechanical / Plumbing

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

Structural

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

Other: _____

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

F. FIRE SAFETY PLAN

- Complete
- Wall plaques displayed throughout facility
- 1 Electronic (PDF) file of the fire safety plan
- 2 paper copies of the fire safety plan

Signed:

City Representative

Contractor Representative

Internal Representative

Fire Chief/ Representative

ATTACHMENT 2

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

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

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

Any *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the 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 Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

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

Project File No.: 1220-0_0-201_ - _ _ _

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 3

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

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

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

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

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

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

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

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____

ATTACHMENT 4

Geotechnical Report – Braun Geotechnical Ltd.

**Foundations,
Excavation &
Shoring
Specialists**

Braun Geotechnical
102 – 19049 95A Ave
Surrey, BC V4N 4P3
Tel: 604-513-4190
Fax: 604-513-4195
info@braungeo.com

www.braungeo.com

Foundations

**Excavation &
Shoring**

Slope Stability

Natural Hazards

**Pavement Design
and Management**

**Reinforced Soil
Walls and Slopes**

May 8, 2019 (Rev. 1)

Our File: 15-6553

Via email: carlos.aller@surrey.ca

City of Surrey
13450 104 Avenue
Surrey, BC V3T 1V8

Attn: Carlos Aller

Re: Geotechnical Assessment
Cloverdale Curling Rink Settlement Assessment
6142 176 Street, Surrey, BC

1.0 INTRODUCTION

As requested, Braun Geotechnical Ltd. carried out a geotechnical exploration for the above-referenced project. The geotechnical work was performed in general accordance with the terms and conditions of the Braun Geotechnical Fee Estimate dated September 29, 2015 (our reference No. P15-4727). The scope of work included a site reconnaissance review, a subsurface exploration at select settlement assessment locations, collection and compilation of available geological and geotechnical information, review of foundation drawings, and provision of preliminary repair alternatives. No consideration has been given to environmental issues.

The current revision to the report also includes discussion of settlement data and observations made since the time of the original report

2.0 SITE DESCRIPTION AND PROPOSED DEVELOPMENT

The subject site is the Cloverdale Curling Rink building located at 6142 176 Street, in the City of Surrey, BC. It is understood that cracks within the southwest stairwell of the building were reported in 2015.

It is understood that repairs and / or replacement of all or a portion of the existing stairwell is proposed by the City of Surrey.

3.0 SITE OBSERVATIONS AND DESK STUDY REVIEW

A site reconnaissance was carried out on September 25, 2015 to review areas of concern, with a follow-up site walkover/meeting on October 15, 2015. The following observations were made at the southwest corner of the building:

- Cracking was observed within the masonry walls at the north corners of the stairwell along gridline 10.
- Masonry cracks at gridlines G and 10 on the second floor were observed to be up to approximately 25mm wide (Figure 2).
- Separation was noted within the metal cladding and the masonry portion of the building at gridlines 11 and G (Figure 3).

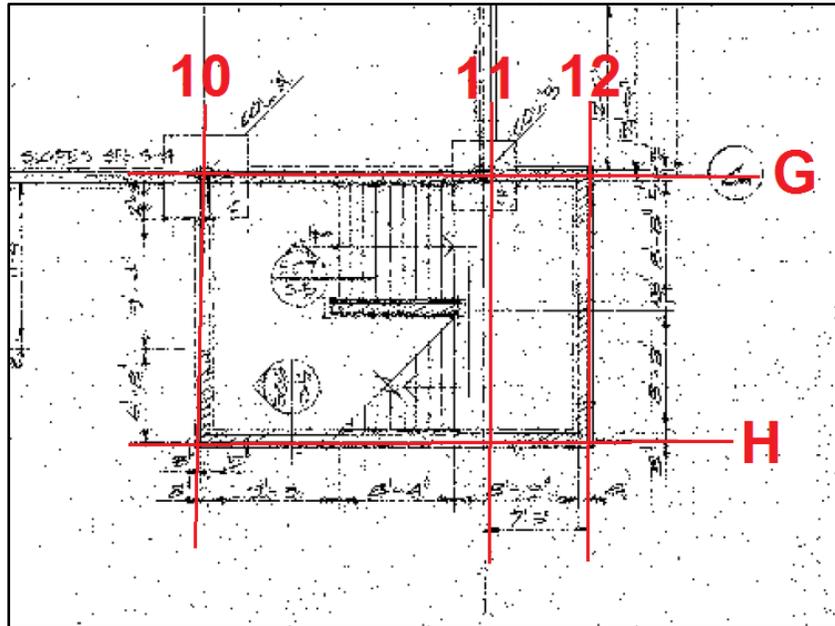


Figure 1: Southwest stairwell foundation main floor plan.



Figure 2: Cracks observed at gridlines G and 10



Figure 3: Separation observed at wall G and 11

- On the roof water, ponding was observed at the southern portion of the stairwell between approximately gridlines 11 and 12 (Figure 4).
- Evidence of separation between the foundation/building walls and the slab was not observed (i.e. the slab has likely settled with the building), however, cracks in the slab were observed in the east west direction, parallel to the inferred south foundation wall settlement (Figure 5).



Figure 4: Pondered water on the roof at the south side of the stairwell

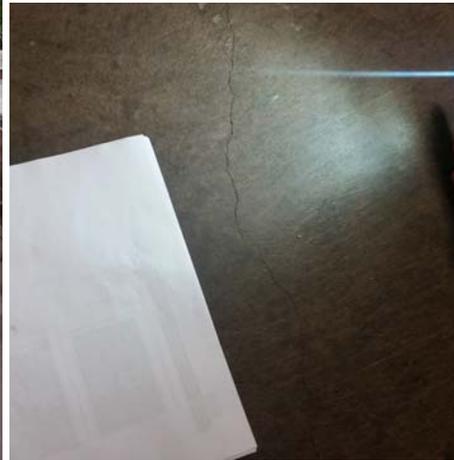


Figure 5: Cracked slab below stairwell

Historical government air photos available for most decades dating back to 1940 were reviewed. The air photo review noted the following:

- The curling rink was observed in all of the air photos from 1984 to 2007, and was absent in the 1979 and older air photos.
- An existing single family dwelling (SFD) was observed on the subject site at the location of the southwest stairwell on the 1959 to 1979 air photos.
- The existing stairwell area was vacant in the 1949 air photos, and was generally obscured from view in the 1940 air photo due to low resolution.

4.0 SITE EXPLORATION

Two test holes, TH15-01 and TH15-02, were drilled on October 8, 2015, using a truck mounted solid stem auger drill under subcontract to Braun Geotechnical to depths of 7.6 and 6.0m, respectively. The soil conditions were logged in the field by a representative from Braun Geotechnical and representative soil samples were returned for moisture content laboratory testing and further classification. Test hole locations are shown on the attached plan (Dwg. 15-6553-01).

5.0 SOIL AND GROUNDWATER CONDITIONS

A review of available published and in-house geological information indicated that the study site area is underlain by Capilano Sediments comprising mainly marine silt loam to clay loam with minor sand, silt, and stony glaciomarine marine deposits up to 60+ meters thick.

The findings of the test hole exploration are detailed on the attached test hole logs. A generalized subsoil profile based on the test holes is provided below.

FILL

Variable FILL, including dark-brown, damp, loose Sand with some organics, trace to some silt and occasional rootlets (organic rich FILL), and brown to grey-brown, damp to moist, loose to compact Sand with trace fine gravel and trace to some silt, and Silt with occasional organic interlayers was encountered immediately below existing grades within TH15-01 and TH15-02 to depths of 1.4 and 1.2m, respectively.

Stiff to Very Stiff SILT

Grey, occasionally brown mottled, damp to moist, stiff to very stiff SILT with trace sand, trace clay, and occasional fine gravel was encountered below the fill within TH15-01 and TH15-02 to depths of 3.8 and 4.1m, respectively.

Soft to Firm SILT

Grey, occasionally brown mottled, moist, soft to firm SILT with trace to some clay to clayey SILT, with trace to some fine sand was encountered below to the depth of the test hole exploration.

GROUNDWATER

Groundwater was encountered at the time of drilling within TH15-01 and TH15-02 at depths of 4.1 and 3.0m, respectively. Note that groundwater levels measured during drilling and shortly thereafter are typically influenced by the disturbance caused during drilling. Groundwater levels are expected to fluctuate seasonally, and with drainage conditions.

The subsurface conditions described above were encountered at the test hole locations only. Subsurface conditions at other locations could vary.

6.0 DISCUSSION AND RECOMMENDATIONS

6.1 Settlement Monitoring

Subsequent to the site exploration, survey monitoring points were installed around the perimeter of the building to measure building movements, and “tell-tale” crack monitors were installed across existing cracks on the staircase. The monitoring points away from the staircase did not reveal significant movements over time. However, the settlement monitoring point installed on the staircase indicated cyclic subsidence/heave-type movements that were noted to be coincident with seasonally dry and wet conditions, respectively. Subsidence was noted during the seasonally dry summer/ early fall period (until approximately October). Heave was noted during seasonally cold wet winter/ early spring period (until approximately April). The crack monitoring gauges also indicated movements consistent with cyclic subsidence/heave (i.e. crack apertures that widen and narrow seasonally).

6.2 Subsidence / Heave Discussion

Foundation and building displacements are considered to be consistent with observations described in published documents regarding the influence of high water-demand species of mature deciduous trees on adjacent buildings with shallow footings that are supported on fine-grained clayey soils. During dry summer months, tree roots extract water from the soils, causing them to dry and shrink which expresses to surface as localized ground subsidence. Seasonally cool wet weather during the slow growth or dormant growing season allows sufficient period of time for re-rehydration of fine-grained soils. This portion of the cycle expresses as heave-type behavior of soil.

At the time of study there appear to be two mature trees with driplines that encroach into the staircase foundation area on the south side of the building. Review of Google Earth imagery indicated that the tree dripline was proximal with the building in 2009. Based on recent images, and on-site observations, both trees appear to have been limbed up, likely for the convenience of pedestrians and to avoid branch growth into the building footprint. The current dripline of these trees is considered to encroach into the building footprint, and roots (and root influence) likely extend below the building foundations.

Based on the above, it is our opinion that the cyclic-type movement behavior exhibited by the building is the result of root influence of the encroaching trees. It is understood that the trees are

currently not fully mature such that further expansion of the dripline area is likely. As such, it is reasonable to expect that impacts to the building foundations at this location will increase in severity.

The increasing severity trend may be reflected in observations made during a site meeting on October 18, 2018. The monitored crack apertures were observed to be generally wider than had been previously measured. The crack apertures were observed to have narrowed considerably during a follow up site meeting on February 20, 2019.

6.3 Rehabilitation Options

6.3.1 Option 1 – Tree Removal and Rehabilitation

In order to reduce potential for ongoing and likely increasing cyclic movements, the preferred rehabilitation strategy with respect to geotechnical considerations would comprise tree removal, and ongoing survey monitoring to confirm cyclic displacements have been arrested. Subsequent to survey confirmation, structural and cosmetic repairs would be carried out, or alternatively, the impacted structures would be reconstructed.

6.3.2 Option 2 – No Tree Removal and Deep Foundation Support

If the trees are to be left in place, consideration should be given to supporting the staircase with deep foundations extended below the depth of influence of the tree roots, possibly in conjunction with installation of a root barrier system. Test hole information indicates site soils become softer and weaker with depth such that axial compression capacity of piles is expected to be relatively low. In addition, as the encroaching trees mature and grow, root influence can be reasonably expected to expand and potentially impact other parts of the building foundation not currently exhibiting distress features.

Deep Foundations

It is recommended that consideration be given to supporting the stairwell, including the slab, using helical piles (or approved equivalent), founded within the natural stiff to very stiff soils.

Braun Geotechnical contacted BC Helical Piles Ltd. and provided subsurface information to obtain preliminary helical pile capacities. BC Helical Piles indicated that helical piles installed to a depth of approximately 8 to 12 feet (2.4 to 3.7m) below surface can be expected to achieve an allowable capacity of 15 to 20 kips (67 to 89 kN). They recommended that a test pile be installed and tested to confirm capacity prior to finalization of pile layout by the Structural Consultant.

The perimeter and underside of the structure should be detailed to avoid ongoing impact resulting from subsidence and heave of the near-surface soils.

Root Barriers

Installation of a root barrier system designed and field reviewed by a qualified professional can also be considered to reduce the impact of the tree roots. Excavation and installation of the root barrier should extend a sufficient depth below and horizontally beyond the root zone in order to accommodate future growth of the trees.

Ongoing Maintenance

As indicated above, it is understood that the trees are not currently fully mature. As such, there is potential for future impact of the trees on the repaired portion of the structure, and on areas not currently impacted by the trees, including underground utilities. The potential cost risk of additional foundation protection and rehabilitation over the life of the building should be considered by the Owner prior to finalizing the proposed repair strategy.

7.0 SEISMIC CONSIDERATIONS

The 2018 BC Building Code classifies a site as Site Class E where the subgrade soils in the upper 30m consist of “soft soil” with average SPT N values less than 15 and average undrained shear strength (su) less than 50 kPa. Available subsurface information indicates that soft to firm soils are present below a relatively shallow depth, corresponding to Site Class E.

The subgrade soil conditions are not considered susceptible to seismically induced liquefaction.

8.0 GEOTECHNICAL FIELD REVIEWS

Field reviews are essential to confirm that the recommendations of the geotechnical report are understood and followed. Geotechnical field reviews should be arranged by the Contractor to address the following:

- Installation of helical piles (including test pile);
- Review of temporary excavation cut slopes/shoring (if required).

9.0 CLOSURE

This report is prepared for the exclusive use of the City of Surrey and their designated representatives and may not be used by other parties without the written permission of Braun Geotechnical Ltd.

If the development plans change, or if during construction soil conditions are noted to be different from those described in this report, Braun Geotechnical should be notified immediately in order that the geotechnical recommendations can be confirmed or modified, if required. Further, this report assumes that field reviews will be completed by Braun Geotechnical during construction.

The site contractor should make their own assessment of subsurface conditions and select the construction means and methods most appropriate to the site conditions.

This report should not be included in the specifications without suitable qualifications approved by the geotechnical engineer. The report should be considered preliminary and subject to review and revision as required for final project design and construction.

The use of this report is subject to the conditions on the Report Interpretation and Limitations, sheet which is included with the report. The reader’s attention is drawn specifically to those conditions, as it is considered essential that they be followed for proper use and interpretation of this report.

We hope the above meets with your requirements. Should any questions arise, please don’t hesitate to contact the undersigned.

Yours truly,

Braun Geotechnical Ltd.

Sonny Singha, P.Eng.
Geotechnical Engineer



Braun Geotechnical Ltd.

James Wetherill, P.Eng.
Geotechnical Engineer

A handwritten signature in blue ink, appearing to read 'James Wetherill', written over the printed name and title.

Encl: Report Interpretation and Limitations
Location Plan
Test Hole Logs

REPORT INTERPRETATION AND LIMITATIONS

1. STANDARD OF CARE

Braun Geotechnical Ltd. (Braun) has prepared this report in a manner consistent with generally accepted engineering consulting practices in this area, subject to the time and physical constraints applicable. No other warranty, expressed or implied, is made.

2. COMPLETENESS OF THIS REPORT

This Report represents a summary of paper, electronic and other documents, records, data and files and is not intended to stand alone without reference to the instructions given to Braun by the Client, communications between Braun and the Client, and/or to any other reports, writings, proposals or documents prepared by Braun for the Client relating to the specific site described herein.

This report is intended to be used and quoted in its entirety. Any references to this report must include the whole of the report and any appendices or supporting material. Braun cannot be responsible for use by any party of portions of this report without reference to the entire report.

3. BASIS OF THIS REPORT

This report has been prepared for the specific site, development, design objective, and purpose described to Braun by the Client or the Client's Representatives or Consultants. The applicability and reliability of any of the factual data, findings, recommendations or opinions expressed in this document pertain to a specific project as described in this report and are not applicable to any other project or site, and are valid only to the extent that there has been no material alteration to or variation from any of the descriptions provided to Braun. Braun cannot be responsible for use of this report, or portions thereof, unless we were specifically requested by the Client to review and revise the Report in light of any alterations or variations to the project description provided by the Client.

If the project does not commence within 18 months of the report date, the report may become invalid and further review may be required.

The recommendations of this report should only be used for design. The extent of exploration including number of test pits or test holes necessary to thoroughly investigate the site for conditions that may affect construction costs will generally be greater than that required for design purposes. Contractors should rely upon their own explorations and interpretation of the factual data provided for costing purposes, equipment requirements, construction techniques, or to establish project schedule.

The information provided in this report is based on limited exploration, for a specific project scope. Braun cannot accept responsibility for independent conclusions, interpretations, interpolations or decisions by the Client or others based on information contained in this Report. This restriction of liability includes decisions made to purchase or sell land.

4. USE OF THIS REPORT

The contents of this report, including plans, data, drawings and all other documents including electronic and hard copies remain the copyright property of Braun Geotechnical Ltd. However, we will consider any reasonable request by the Client to approve the use of this report by other parties as "Approved Users." With regard to the duplication and distribution of this Report or its contents, we authorize only the Client and Approved Users to make copies of the Report only in such quantities as are reasonably necessary for the use of this Report by those parties. The Client and "Approved Users" may not give, lend, sell or otherwise make this Report or any portion thereof available to any other party without express written permission from Braun. Any use which a third party makes of this Report – in its entirety or portions thereof – is the sole responsibility of such third parties. BRAUN GEOTECHNICAL LTD. ACCEPTS NO RESPONSIBILITY FOR DAMAGES SUFFERED BY ANY PARTY RESULTING FROM THE UNAUTHORIZED USE OF THIS REPORT.

Electronic media is susceptible to unauthorized modification or unintended alteration, and the Client should not rely on electronic versions of reports or other documents. All documents should be obtained directly from Braun.

5. INTERPRETATION OF THIS REPORT

Classification and identification of soils and rock and other geological units, including groundwater conditions have been based on exploration(s) performed in accordance with the standards set out in Paragraph 1. These tasks are judgemental in nature; despite comprehensive sampling and testing programs properly performed by experienced personnel with the appropriate equipment, some conditions may elude detection. As such, all explorations involve an inherent risk that some conditions will not be detected.

Further, all documents or records summarizing such exploration will be based on assumptions of what exists between the actual points sampled at the time of the site exploration. Actual conditions may vary

significantly between the points investigated and all persons making use of such documents or records should be aware of and accept this risk.

The Client and "Approved Users" accept that subsurface conditions may change with time and this report only represents the soil conditions encountered at the time of exploration and/or review. Soil and ground water conditions may change due to construction activity on the site or on adjacent sites, and also from other causes, including climactic conditions.

The exploration and review provided in this report were for geotechnical purposes only. Environmental aspects of soil and groundwater have not been included in the exploration or review, or addressed in any other way.

The exploration and Report is based on information provided by the Client or the Client's Consultants, and conditions observed at the time of our site reconnaissance or exploration. Braun has relied in good faith upon all information provided. Accordingly, Braun cannot accept responsibility for inaccuracies, misstatements, omissions, or deficiencies in this Report resulting from misstatements, omissions, misrepresentations or fraudulent acts of persons or sources providing this information.

6. DESIGN AND CONSTRUCTION REVIEW

This report assumes that Braun will be retained to work and coordinate design and construction with other Design Professionals and the Contractor. Further, it is assumed that Braun will be retained to provide field reviews during construction to confirm adherence to building code guidelines and generally accepted engineering practices, and the recommendations provided in this report. Field services recommended for the project represent the minimum necessary to confirm that the work is being carried out in general conformance with Braun's recommendations and generally accepted engineering standards. It is the Client's or the Client's Contractor's responsibility to provide timely notice to Braun to carry out site reviews. The Client acknowledges that unsatisfactory or unsafe conditions may be missed by intermittent site reviews by Braun. Accordingly, it is the Client's or Client's Contractor's responsibility to inform Braun of any such conditions.

Work that is covered prior to review by Braun may have to be re-exposed at considerable cost to the Client. Review of all Geotechnical aspects of the project are required for submittal of unconditional Letters of Assurance to regulatory authorities. The site reviews are not carried out for the benefit of the Contractor(s) and therefore do not in any way effect the Contractor(s) obligations to perform under the terms of his/her Contract.

7. SAMPLE DISPOSAL

Braun will dispose of all samples 3 months after issuance of this report, or after a longer period of time at the Client's expense if requested by the Client. All contaminated samples remain the property of the Client and it will be the Client's responsibility to dispose of them properly.

8. SUBCONSULTANTS AND CONTRACTORS

Engineering studies frequently requires hiring the services of individuals and companies with special expertise and/or services which Braun Geotechnical Ltd. does not provide. These services are arranged as a convenience to our Clients, for the Client's benefit. Accordingly, the Client agrees to hold the Company harmless and to indemnify and defend Braun Geotechnical Ltd. from and against all claims arising through such Subconsultants or Contractors as though the Client had retained those services directly. This includes responsibility for payment of services rendered and the pursuit of damages for errors, omissions or negligence by those parties in carrying out their work. These conditions apply to specialized subconsultants and the use of drilling, excavation and laboratory testing services, and any other Subconsultant or Contractor.

9. SITE SAFETY

Braun Geotechnical Ltd. assumes responsibility for site safety solely for the activities of our employees on the jobsite. The Client or any Contractors on the site will be responsible for their own personnel. The Client or his representatives, Contractors or others retain control of the site. It is the Client's or the Client's Contractors responsibility to inform Braun of conditions pertaining to the safety and security of the site – hazardous or otherwise – of which the Client or Contractor is aware.

Exploration or construction activities could uncover previously unknown hazardous conditions, materials, or substances that may result in the necessity to undertake emergency procedures to protect workers, the public or the environment. Additional work may be required that is outside of any previously established budget(s). The Client agrees to reimburse Braun for fees and expenses resulting from such discoveries. The Client acknowledges that some discoveries require that certain regulatory bodies be informed. The Client agrees that notification to such bodies by Braun Geotechnical Ltd. will not be a cause for either action or dispute.



	Rev.	Description	Date	Client City of Surrey				Title LOCATION PLAN		
				Project Cloverdale Curling Rink Settlement Review 6150 176 Street, Surrey, BC						
				Project no.	Drawn	Design	Checked	Date	Scale	Drawing no.
				15-6553	DD	HD	SS	October 15, 2015	1:500	15-6553-01

Test Hole Log: TH15-01

File: 15-6553
 Project: Cloverdale Curling Rink Settlement Review
 Client: City of Surrey
 Location: 6150 176 Street, Surrey, BC



Depth	Sample	Soil Description	Sample #	Water Cont.	Remarks
0 ft 0 m	○	dark-brown, damp, loose SAND, some organics trace to some silt, occasional rootlets (ORGANIC RICH FILL)	S1	18%	 Water Level (at time of drilling)
	○	grey-brown, damp, loose to compact SAND, trace fine gravel, trace silt (FILL)	S2	31%	
1	○	brown to grey-brown, damp, loose to compact, SAND, with trace fine gravel, some silt mixed with dark brown, damp, loose sand, some organics, some silt, occasional zones of silty sand (VARIABLE FILL)	S3	20%	
5	○	grey, occasionally brown mottled, damp, very stiff SILT, trace sand, trace clay, occasional fine gravel	S4	55%	
2	○	grey, occasionally brown mottled, moist, stiff SILT, trace clay	S5	41%	
	○	grey, occasionally brown mottled, moist, firm SILT, trace to some clay	S6	54%	
10	○	grey, moist, soft to firm clayey SILT, some fine sand	S7	47%	
4	○	grey, moist, soft clayey SILT, trace to some fine sand	S8	43%	
15	○	grey, moist, soft clayey SILT, trace to some fine sand	S9	46%	
5	○	grey, moist, soft clayey SILT, trace to some fine sand	S10	53%	
20		End of Test Hole @ 7.6m			
7					
25					
8					
30					
9					
10					
35					
11					

Equipment: Truck Auger Rig
 Sampling Method: Lump Sample
 Hammer Type: N/A

Datum: Ground Surface
 Water Depth: 4.1m
 (at time of drilling)

Logged By: HD
 Drilling Date: October 8, 2015
 Dwg No.: 15-6553-TH01
 Page: 1 of 1

Test Hole Log: TH15-02

File: 15-6553
 Project: Cloverdale Curling Rink Settlement Review
 Client: City of Surrey
 Location: 6150 176 Street, Surrey, BC



Depth	Sample	Soil Description	Sample #	Water Cont.	Remarks
0 ft 0 m		dark brown, damp, loose SAND, some organics trace to some silt, occasional rootlets (ORGANIC RICH FILL)	S1	24%	 Water Level (at time of drilling)
1		grey-brown, damp to moist, loose SAND, trace to some silt (FILL)	S2	12%	
		grey, damp, very stiff SILT, occasional organic interlayers (FILL)	S3	31%	
5		grey-brown, damp, loose to compact, SAND, trace fine gravel, trace silt (FILL)	S4	39%	
		grey, occasionally brown mottled, damp, very stiff SILT, trace sand	S5	49%	
10		grey, occasionally brown mottled, moist, stiff SILT, trace clay	S6	44%	
15		grey, occasionally brown mottled, moist, firm clayey SILT, some fine sand	S7	46%	
		grey, moist, soft to firm clayey SILT, some fine sand			
20		End of Test Hole @ 6.0m			
25					
30					
35					

Equipment: Truck Auger Rig
 Sampling Method: Lump Sample
 Hammer Type: N/A

Datum: Ground Surface
 Water Depth: 3.0m
 (at time of drilling)

Logged By: HD
 Drilling Date: October 8, 2015
 Dwg No.: 15-6553-TH02
 Page: 1 of 1

ATTACHMENT 5

Preliminary Pre-Demolition Building Material Investigation – Sure Hazmat and Testing.



SURE Hazmat and Testing

April 18, 2019

City of Surrey

13450 104 Avenue
Surrey, BC
V3T 1V8

Attention: Carlos Aller

**Reference: Preliminary Pre-Demolition Building Materials Investigation
6150 176th Street, Surrey, BC**

Sure Hazmat and Testing has, in accordance with your request, completed an investigation for hazardous materials and to identify any immediate hazards to workers during the demolition of the southwest stairwell of the Cloverdale Curling Rink located at, 6150 176th Street, Surrey, BC.

The scope of work included the southwest stairwell of the building. The building was occupied at the time of the investigation, therefore testing was non-destructive in nature for the safety of occupants. Walls, floors, and ceilings were inspected at existing access hatches and vent openings only, to determine the presence of concealed materials.

Representative samples of suspect asbestos-containing building materials were collected and analyzed. A total of nineteen (19) samples were collected and analyzed for the presence of asbestos fibres. Seven (7) samples were collected and submitted for analysis of lead content. A visual inspection was conducted of thermostatic controls for the presence of mercury. A visual inspection was conducted for the presence of older light fixtures with suspect PCB-containing ballasts. A visual inspection was performed for evidence of rodent activity and fungal contamination.

Analytical Methodology

Asbestos

Samples were analyzed at the in-house laboratory of Sure Hazmat and Testing in accordance with the NIOSH 9002 PLM Bulk Sampling Analytical Method using polarized light microscopy and dispersion staining techniques. The detection limit of this method is listed as <1%. A copy of our Asbestos Bulk Results spreadsheet is attached to this report for your information and records. All records should be retained for a period of ten years as required by WorkSafe BC.

All samples will be stored at our laboratory for two months before being disposed of. Should you wish to keep these samples beyond this, please notify us within this period.

Lead-Based Finishes

Suspect leaded paint finishes were submitted to Maxxam Analytics for analysis of lead content. For leaded paint finishes, samples were digested using nitric acid/hydrogen peroxide followed by analysis using Inductively Coupled Plasma Spectroscopy (ICAP) and/or Inductively Coupled Plasma/Mass Spectroscopy (ICPMS).

The federal *Hazardous Products Act* (HPA) under Surface Coating Materials regulation defines leaded paint or lead-based surface coating materials with a total lead concentration of 0.009% or 90 µg/g. This is the current accepted standard by WorkSafe BC for identification of lead-based paint. Paint finishes that contain lead equal to or greater than 90 µg/g are considered to present a risk to pregnant women & children and a risk assessment must be conducted by a qualified person prior to the performance of any work that impacts lead-based paint finishes in work areas with high risk individuals in adjacent occupied areas.

Asbestos-Containing Material Results

Please refer to attached bulk sample results and sample location drawings for specific sample locations.

No asbestos-containing materials were identified within the scope of work.

Non-Asbestos Material Results

The following materials were sampled and determined to be non-asbestos:

- Drywall joint compound on drywall finishes throughout the southwest stairwell
- Adhesive (beige) of the vinyl baseboard throughout the southwest stairwell
- Acoustic ceiling tile (fissure and pinhole) on the ground level t-bar drop ceiling of the southwest stairwell
- Acoustic ceiling tile (plain white) on the 2nd level t-bar drop ceiling of the southwest stairwell
- Vinyl floor tile throughout the southwest stairwell
- Mastic (black) under vinyl floor tile of the southwest stairwell
- Caulking (grey) on exterior roof flashing of the southwest stairwell
- Torch-on roofing on exterior roof of the southwest stairwell
- Inspection holes were made in concrete block walls and no vermiculite was observed

Lead-Based Finish Results

Suspect leaded paint finishes were sampled from the residence. Table 1 shows the concentration of lead in paint for these samples.

Table 1 – Paint Sample Results

Sample #	Sample Location	Lead Concentration (µg/g)	HPA Standard Level (µg/g)	Condition
L01	Metal Stairs Paint – Grey	336	90	Moderate
L02	Cinder Block Paint – Beige	3.6	90	Moderate
L03	Cinder Block Paint – Brown	5.0	90	Moderate
L04	Drywall Paint – Tan/Brown	215	90	Good
L05	Metal Railing Paint – Beige	749	90	Moderate
L06	Metal Doorframe Paint – Brown	2520	90	Moderate
L07	Interior Roof Hatch Wood Paint – White	4.8	90	Good

Note: Bold values exceed standard level

The concentration of lead was above the Health Canada & HPA standard level of 90 µg/g for the grey paint on metal stairs, brown and tan paint on drywall finishes, beige paint on metal railings, and brown paint on metal doorframes. The concentration of lead was below the Health Canada & HPA standard level of 90 µg/g for the beige paint and brown paint on cinder block and white paint on wood.

Other Hazardous Materials

Fluorescent light fixtures with ballasts suspected to contain PCBs are present within the scope of work. No other suspect PCB-containing components were observed or suspected to be present.

Mercury-vapour fluorescent light tubes were observed within the scope of work.

Rodent droppings were observed above the t-bar drop ceiling within the scope of work.

Silica and Nuisance Dusts. During the removal of plaster and concrete finishes, silica & nuisance dusts from demolition activities may be generated.

No fungal contamination was observed within the scope of work.

No thermostatic control with a liquid mercury vial is present within the scope of work.

No household chemical and paint containers were observed within the scope of work.

No refrigerator assumed to contain ozone depleting substances was observed within the scope of work.

No hypodermic needles are suspected to be present amongst refuse piled within the scope of work.

Conclusions and Recommendations

Asbestos

No asbestos-containing materials were identified within the scope of work.

Due to building occupants the survey was non-destructive in nature. Once the building is vacant Sure Hazmat and Testing should be contacted to perform a full destructive inspection.

The survey was based on the client's renovation scope of work. If the scope of the renovation changes to include any areas or materials not included in this investigation, Sure Hazmat and Testing should be contacted to investigate prior to disturbance.

Lead

Lead based finishes are present in the following locations:

- Grey paint on metal stairs of the southwest stairwell
- Tan and brown paint on drywall finishes of the southwest stairwell
- Beige paint on metal railings of the southwest stairwell
- Brown paint on metal finishes (doorframes & railings) of the southwest stairwell

The presence of lead based paint finishes does not pose an immediate hazard to building occupants when present in good condition and left undisturbed.

During demolition safe work procedures should be followed when disturbing lead-based finishes. A Risk Assessment should be conducted on site by a qualified person prior to the start of lead abatement work.

To comply with Part 6 of the WorkSafe-BC OH&S Regulation, specifically Section 6.32 relating to documentation, the client should acquire copies of the lead abatement contractor's Notice of Project (NOP), abatement procedures, air monitoring results and any documentation issued to WorkSafe-BC. These documents are required to be stored and held for 10 years.

Polychlorinated Biphenyls (PCBs)

Older suspect light ballasts must be inspected prior to removal of fixtures for the manufacturer's identification code to determine the presence of PCBs. If the light ballast is PCB-containing, the ballast must be disposed of in an impermeable waste container for disposal by a qualified hazardous materials contractor. Confirmed PCB-containing light ballasts must be handled and removed following appropriate work procedures as defined by WorkSafe BC OH&S regulation. Disposal of PCBs must be performed in accordance with BC Ministry of Environment Hazardous Waste regulation.

Mercury

Fluorescent lights with mercury-vapour tubes are present in the building. Avoid breaking large quantities of mercury-vapour tubes indoors. Workers handling broken tubes should wear nitrile gloves covered by leather gloves, at a minimum, to avoid exposure to residual mercury on the tubes.

Rodent Droppings

Rodent droppings can transmit several types of zoonotic diseases. Workers entering the building should use the following precautions, at a minimum: tight fitting, half-facepiece respirator with P100 filter, nitrile gloves, disposable coveralls, and use a hand and face wash station with soap when removing protective equipment.

Silica and Nuisance Dusts

Control measures must be implemented on all job sites where demolition or renovation activities are taking place. An exposure control plan (ECP) must be developed to reduce the risk of silica and nuisance dust exposure for workers. Engineering controls must be applied to avoid or modify operations which have the potential to generate significant quantities of hazardous dusts. Controlled work practices such as the use of water and ventilation equipment serve to reduce the amount of respirable dust in the work environment. Personal protective equipment such as respiratory protection provide protection for workers on the site.

Limitations

This report is intended for the exclusive use of the client to determine the likely locations of hazardous materials prior to planned demolition. This report is non-compliant with WorkSafeBC section 20.112 for Hazardous Materials Building Demolition, as a full building survey was not conducted. For compliance additional inspection(s) and destructive sampling maybe required, prior to any demolition activities or further renovations outside the scope of work. **This report is not a Specification or Scope of Work and the use of this document as such will be at the sole risk of the user.**

The contents of this report were based on a site visit conducted by Sure Hazmat and Testing personnel. Please note that some asbestos products may not have been accessible on the day of our survey and may remain unidentified. Asbestos products are sometimes used behind wall partitions, on mechanical systems located in pipe chases, in sub-floors or other concealed areas, and assumptions have been made as to the likely contents of those areas. Should a suspect material be encountered, all work must be stopped and Sure Hazmat will investigate immediately. Hazardous materials investigation does not include investigation for the presence of subsurface contamination or underground storage tanks.

If further clarification is required, please contact our office. Thank you for having Sure Hazmat and Testing perform this work for you.

Prepared by:



Nick Bryans, *Technologist*
Sure Hazmat and Testing

Reviewed by:



Ryan Verhelst, B.Sc, *Project Manager*
Sure Hazmat and Testing

Encl. Laboratory Bulk Report
 Maxxam Analytics Lab Report
 Sample Location Drawings
 Site Photographs

Ref: 14278-R01

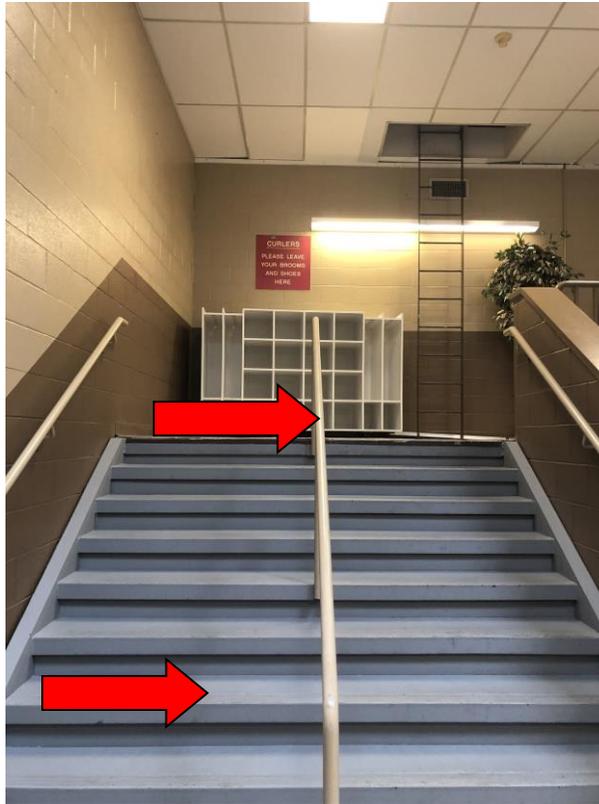


Photo # 1 – Lead-based grey paint on metal stair and lead-based beige paint on metal railings.

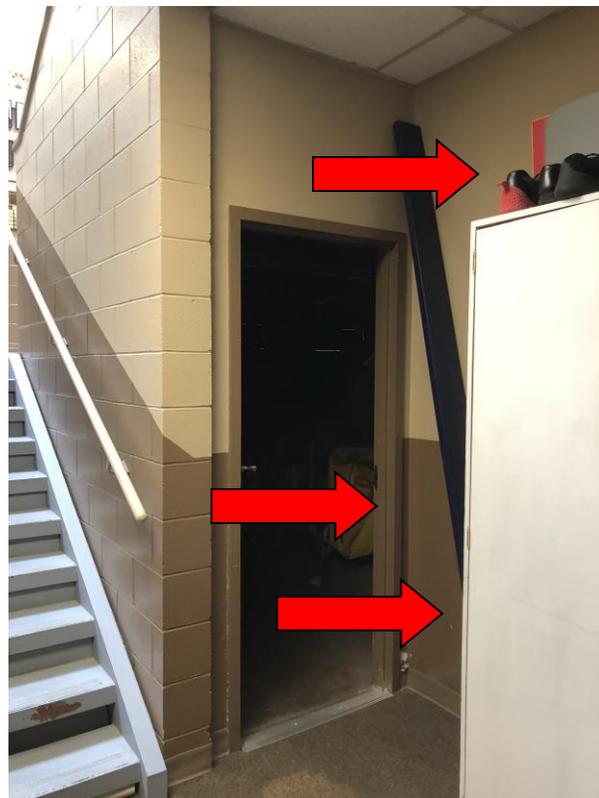


Photo # 2 – Lead-based brown paint on metal doorframes and lead-based tan and brown paint on drywall finishes.



Photo # 3 – Rodent droppings observed on top of the 2nd level acoustic ceiling tiles.



Bulk Asbestos Results

Client: 14278 - City of Surrey

Sampled By/ Date: N. Bryans / April 8&10, 2019

Reference: Cloverdale Curling Rink - 6150 176 Street, Surrey, BC - Southwest Stairwell

Client	Date Analyzed	Analyst	Sample Location	Material Type	Other Materials glass, synthetics, cellulose	Asbestos Type & Amount
14278-01	16-Apr-19	IW	Ground Level - Stairwell Landing - West Wall	Drywall Joint Compound	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-02	16-Apr-19	IW	Ground Level - Storage Room	Drywall Joint Compound	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-03	16-Apr-19	IW	Second Level - East Doorway - Games Room	Drywall Joint Compound	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-04	16-Apr-19	IW	Second Level - Stairwell Landing	Vinyl Floor Tile Mastic (black)	Non-Fibrous 95% Other Fibres <5% Non-Fibrous 95% Other Fibres <5%	Non-Detected Non-Detected
14278-05	16-Apr-19	IW	Second Level - Stairwell Landing	Mastic (black)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-06	16-Apr-19	IW	Middle Level - Stairwell Landing	Mastic (black)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-07	16-Apr-19	IW	Ground Level - Landing Baseboard	Adhesive (beige)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-08	16-Apr-19	IW	Middle Level - Landing Baseboard	Adhesive (beige)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-09	16-Apr-19	IW	Second Level - Landing Baseboard	Adhesive (beige)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-10	16-Apr-19	IW	Ground Level - Ceiling East - Fissure and Pinhole	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected



Lab #193144

*Samples analyzed in accordance with NIOSH 9002 PLM Bulk Sampling Method



Bulk Asbestos Results

Client: 14278 - City of Surrey

Sampled By/ Date: N. Bryans / April 8&10, 2019

Reference: Cloverdale Curling Rink - 6150 176 Street, Surrey, BC - Southwest Stairwell

Client	Date Analyzed	Analyst	Sample Location	Material Type	Other Materials glass, synthetics, cellulose	Asbestos Type & Amount
14278-11	16-Apr-19	IW	Ground Level - Ceiling West Fissure and Pinhole	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected
14278-12	16-Apr-19	IW	Ground Level - Ceiling Central Fissure and Pinhole	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected
14278-13	16-Apr-19	IW	Second Level - Ceiling East Plain White	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected
14278-14	16-Apr-19	IW	Second Level - Ceiling Central Plain White	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected
14278-15	16-Apr-19	IW	Second Level - Ceiling West Plain White	Acoustic Ceiling Tile	Non-Fibrous 40% Other Fibres <60%	Non-Detected
14278-16	16-Apr-19	IW	Exterior - Roof - Flashing Northwest	Caulking (grey)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-17	16-Apr-19	IW	Exterior - Roof - Flashing Southwest	Caulking (grey)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-18	16-Apr-19	IW	Exterior - Roof - Flashing Southeast	Caulking (grey)	Non-Fibrous 95% Other Fibres <5%	Non-Detected
14278-19	16-Apr-19	IW	Exterior - Roof	Torch-on Styrofoam	Non-Fibrous 95% Other Fibres <5% Non-Fibrous 10% Other Fibres <90%	Non-Detected Non-Detected



Lab #193144

*Samples analyzed in accordance with NIOSH 9002 PLM Bulk Sampling Method

Your Project #: 14278
 Site Location: CITY OF SURREY 6150 176 ST., SURREY, BC
 Your C.O.C. #: 578202-86-01

Attention: Nick Bryans

Sure Hazmat & Testing
 101-4268 Lozells Avenue
 BURNABY, BC
 CANADA V5A 0C6

Report Date: 2019/04/15
 Report #: R2710261
 Version: 1 - Final

CERTIFICATE OF ANALYSIS

MAXXAM JOB #: B926754
Received: 2019/04/11, 16:03

Sample Matrix: Bulk
 # Samples Received: 7

Analyses	Date		Laboratory Method	Analytical Method	
	Quantity Extracted	Analyzed			
Elements by ICP-AES (acid extr. solid)	7	2019/04/12	2019/04/12	BBY7SOP-00018	EPA 6010c R3 m

Remarks:

Maxxam Analytics' laboratories are accredited to ISO/IEC 17025 for specific parameters on scopes of accreditation. Unless otherwise noted, procedures used by Maxxam are based upon recognized Provincial, Federal or US method compendia such as CCME, MDDELCC, EPA, APHA.

All work recorded herein has been done in accordance with procedures and practices ordinarily exercised by professionals in Maxxam's profession using accepted testing methodologies, quality assurance and quality control procedures (except where otherwise agreed by the client and Maxxam in writing). All data is in statistical control and has met quality control and method performance criteria unless otherwise noted. All method blanks are reported; unless indicated otherwise, associated sample data are not blank corrected. Where applicable, unless otherwise noted, Measurement Uncertainty has not been accounted for when stating conformity to the referenced standard.

Maxxam Analytics' liability is limited to the actual cost of the requested analyses, unless otherwise agreed in writing. There is no other warranty expressed or implied. Maxxam has been retained to provide analysis of samples provided by the Client using the testing methodology referenced in this report. Interpretation and use of test results are the sole responsibility of the Client and are not within the scope of services provided by Maxxam, unless otherwise agreed in writing. Maxxam is not responsible for the accuracy or any data impacts, that result from the information provided by the customer or their agent.

Solid sample results, except biota, are based on dry weight unless otherwise indicated. Organic analyses are not recovery corrected except for isotope dilution methods.

Results relate to samples tested. When sampling is not conducted by Maxxam, results relate to the supplied samples tested.

This Certificate shall not be reproduced except in full, without the written approval of the laboratory.

Reference Method suffix "m" indicates test methods incorporate validated modifications from specific reference methods to improve performance.

* RPDs calculated using raw data. The rounding of final results may result in the apparent difference.

Your Project #: 14278
Site Location: CITY OF SURREY 6150 176 ST., SURREY, BC
Your C.O.C. #: 578202-86-01

Attention: Nick Bryans

Sure Hazmat & Testing
101-4268 Lozells Avenue
BURNABY, BC
CANADA V5A 0C6

Report Date: 2019/04/15
Report #: R2710261
Version: 1 - Final

CERTIFICATE OF ANALYSIS

MAXXAM JOB #: B926754
Received: 2019/04/11, 16:03

Encryption Key

Please direct all questions regarding this Certificate of Analysis to your Project Manager.
Nahed Amer, Project Manager
Email: NAmer@maxxam.ca
Phone# (604) 734 7276

=====
This report has been generated and distributed using a secure automated process.
Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. For Service Group specific validation please refer to the Validation Signature Page.

Maxxam Job #: B926754
Report Date: 2019/04/15

Sure Hazmat & Testing
Client Project #: 14278
Site Location: CITY OF SURREY 6150 176 ST., SURREY, BC
Sampler Initials: NB

ELEMENTS BY ATOMIC SPECTROSCOPY (BULK)

Maxxam ID		VN0193	VN0194	VN0195	VN0196		
Sampling Date		2019/04/10	2019/04/10	2019/04/10	2019/04/10		
COC Number		578202-86-01	578202-86-01	578202-86-01	578202-86-01		
	UNITS	L01 METAL STAIRS PAINT-GREY	L02 CINDERBLOCK PAINT-BEIGE	L03 CINDERBLOCK PAINT-BROWN	L04 DRYWALL PAINT-TAN/BROWN	RDL	QC Batch

Total Metals by ICP							
Total Lead (Pb)	mg/kg	336	3.6	5.0	215	2.0	9380499
RDL = Reportable Detection Limit							

Maxxam ID		VN0197	VN0198	VN0199		
Sampling Date		2019/04/10	2019/04/10	2019/04/10		
COC Number		578202-86-01	578202-86-01	578202-86-01		
	UNITS	L05 METAL RAILING PAINT-BEIGE	L06 METAL DOORFRAME PAINT-BROWN	L07 INTERIOR ROOF HATCH WOOD PAINT-WHITE	RDL	QC Batch

Total Metals by ICP						
Total Lead (Pb)	mg/kg	749	2520	4.8	2.0	9380499
RDL = Reportable Detection Limit						

Maxxam Job #: B926754
Report Date: 2019/04/15

Sure Hazmat & Testing
Client Project #: 14278
Site Location: CITY OF SURREY 6150 176 ST., SURREY, BC
Sampler Initials: NB

GENERAL COMMENTS

Results relate only to the items tested.

Maxxam Job #: B926754
Report Date: 2019/04/15

QUALITY ASSURANCE REPORT

Sure Hazmat & Testing
Client Project #: 14278
Site Location: CITY OF SURREY 6150 176 ST., SURREY, BC
Sampler Initials: NB

QC Batch	Parameter	Date	Method Blank		RPD		QC Standard	
			Value	UNITS	Value (%)	QC Limits	% Recovery	QC Limits
9380499	Total Lead (Pb)	2019/04/12	<2.0	mg/kg	10	40	94	70 - 130

Duplicate: Paired analysis of a separate portion of the same sample. Used to evaluate the variance in the measurement.

QC Standard: A sample of known concentration prepared by an external agency under stringent conditions. Used as an independent check of method accuracy.

Method Blank: A blank matrix containing all reagents used in the analytical procedure. Used to identify laboratory contamination.



Maxxam Analytics International Corporation o/a Maxxam Analytics
 4606 Canada Way, Burnaby, British Columbia Canada V5G 1K5 Tel: (604) 734 7276 Toll-free: 800-563-6266 Fax: (604) 731 2386 www.maxxam.ca

Chain Of Custody Record

Page: of

INVOICE TO:		Report Information		Project Information		Laboratory Use Only	
Company Name: #4212 Sure Hazmat & Testing		Company Name: Nick Bryans		Quotation #: B80847		Maxxam Job #: B926754	
Contact Name: Karen Smith		Contact Name: Nick Bryans		P.O. #: 14278		Bottle Order #: 578202	
Address: 101-4268 Lozells Avenue		Address: [Blank]		Project #: City of Surrey		Chain Of Custody Record	
Address: BURNABY BC V5A 0C6		Address: [Blank]		Project Name: 6150 175 St., Surrey, BC		Project Manager: Nahed Amer	
Phone: (604) 444-0204 Fax: (604) 420-9559		Phone: [Blank] Fax: [Blank]		Site #: NTS		Nahed Amer	
Email: ksmith@surehazmat.com		Email: nbryans@surehazmat.com		Sampled By: [Blank]		C#578202-88-01	

Regulatory Criteria: <input type="checkbox"/> CSR <input type="checkbox"/> CCME <input type="checkbox"/> BC Water Quality <input type="checkbox"/> Other _____	Special Instructions: [Blank]	ANALYSIS REQUESTED (PLEASE BE SPECIFIC):	Turnaround Time (TAT) Required: Please provide advance notice for rush projects
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SAMPLES MUST BE KEPT COOL (< 10°C) FROM TIME OF SAMPLING UNTIL DELIVERY TO MAXXAM

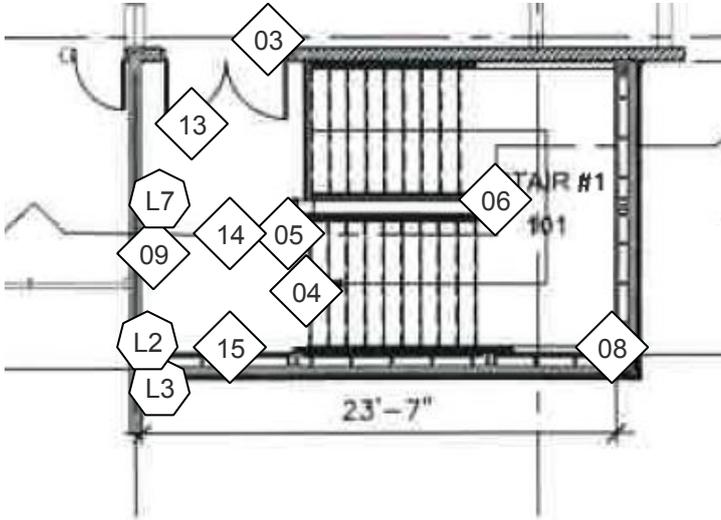
Sample Barcode Label	Sample (Location) Identification	Date Sampled	Time Sampled	Matrix	Metals Field Filtered? (Y/N)	LEAD IN PAINT	Lead (in Glazing/Tile/Other Solid)	TCLP Lead Leachate	Lead in SWAB	LEAD IN AIR	Respirable Silica in Air by XRD (NIOSH 7500)	# of Bottles	Comments
L01	Metal Stairs Paint - grey	10-Apr-19				X							
L02	Cinder Block Paint - beige					X							
L03	Cinder Block Paint - brown					X							
L04	Drywall Paint - Tan/brown					X							
L05	Metal Railing Paint - beige					X							
L06	Metal Door Frame Paint - brown					X							
L07	Interior Root Hatch Wood Paint - white					X							
L08													
L09													
L10													

RELINQUISHED BY: (Signature/Print) Nick Bryans	Date: (YY/MM/DD) 19/04/19	Time: 16:00	RECEIVED BY: (Signature/Print) Nahed Amer	Date: (YY/MM/DD) 2019/04/19	Time: 16:03	# Jars used and not submitted	Time Sensitive <input type="checkbox"/>	Temperature (°C) on Receipt --	Custody Seal Intact on Cooler? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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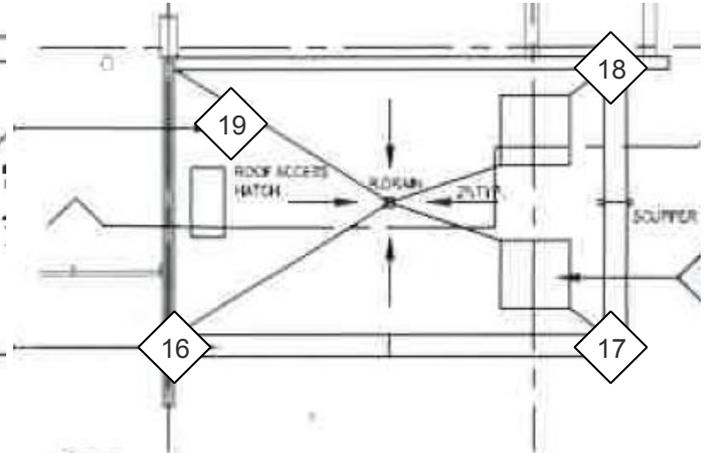
* UNLESS OTHERWISE AGREED TO IN WRITING, WORK SUBMITTED ON THIS CHAIN OF CUSTODY IS SUBJECT TO MAXXAM'S STANDARD TERMS AND CONDITIONS. SIGNING OF THIS CHAIN OF CUSTODY DOCUMENT IS ACKNOWLEDGMENT AND ACCEPTANCE OF OUR TERMS WHICH ARE AVAILABLE FOR VIEWING AT WWW.MAXXAM.CA/TERMS.
 * IT IS THE RESPONSIBILITY OF THE RELINQUISHER TO ENSURE THE ACCURACY OF THE CHAIN OF CUSTODY RECORD. AN INCOMPLETE CHAIN OF CUSTODY MAY RESULT IN ANALYTICAL TAT DELAYS.

503

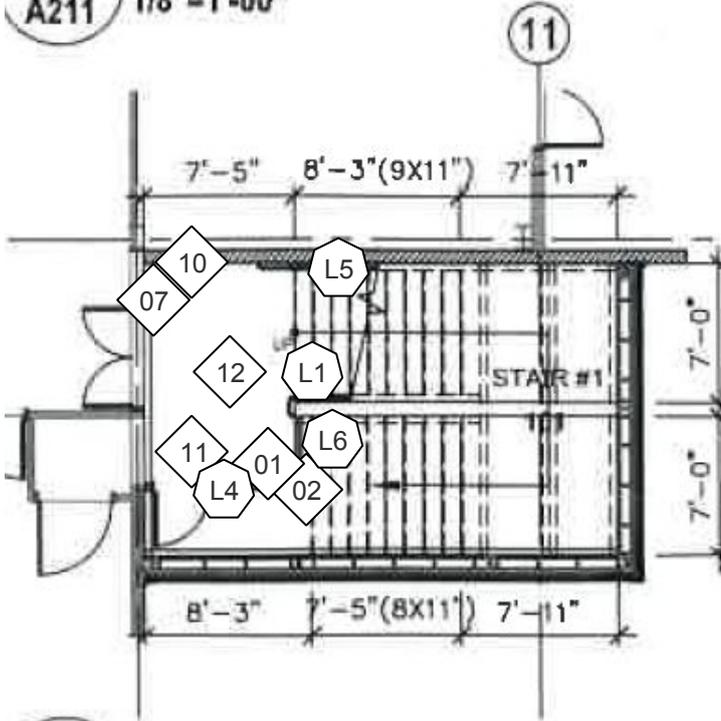
Cloverdale Curling Rink - Southwest Stairwell



4 STAIR 1 SECOND FLOOR DETAIL PLAN
A211 1/8"=1'-00"



8 STAIR ROOF PLAN
A211 1/8"=1'-00"



3 STAIR 1 GROUND FLOOR DETAIL PLAN
A211 1/8"=1'-00"



Legend	
	Asbestos sample location and number
	Lead sample location and number



SURE Hazmat and Testing