



**CITY OF SURREY**  
**Finance Department - Purchasing Section**

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**TENDER DOCUMENTS for:**

**Title: BRIDGEVIEW MINOR PAVING WORKS**

**Reference No.: 1220-020-2018-007**

December 5, 2018



## INVITATION TO TENDERERS

**Contract:**

**CONTRACT No. 1220-020-2018-007**  
**Bridgeview Minor Paving Works**

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**The Owner invites tenders for:**

the provision of everything required including all skilled labour, tools, materials, equipment for the Bridgeview Minor Paving Works.

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**Contract Documents are available at:**

This tender is being issued electronically through the BC Bid website [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the BC Bid Website) and the Owner's website at [www.surrey.ca](http://www.surrey.ca) (the "Owner's Website") where any interested party may download the tender documents. No registration tracking or other recording of tender document holders will be performed by the Owner. All addenda, or further information, that will form part of this tender will also be issued electronically. It is the sole responsibility of the *Tenderer* to check the BC Bid Website and the Owner's Website regularly to check for updates.

**Tenders are scheduled to close:**

**The Contract is based on the MMCD Platinum Edition and the Owner's Supplementary MMCD (updated July 11, 2016)**

**Tender Closing Time:** 11:00 a.m. local time

**Tender Closing Date:** Thursday, January 10, 2019

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Tenders should be submitted in a sealed package, marked on the outside with "Tenders for ITT #1220-020-2018-007 - Bridgeview Minor Paving Works" and must be received at the office of:

Purchasing Manager, at the following location:  
Surrey City Hall  
Finance Department – Purchasing Section  
Reception/Information Desk, 5<sup>th</sup> Floor West  
13450-104 Avenue, Surrey, BC V3T 1V8, Canada

**NAME OF OWNER'S REPRESENTATIVE**

RF Binnie & Associates,  
Kyle Neufeld  
Email: [KNeufeld@binnie.com](mailto:KNeufeld@binnie.com)

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# **SECTION A**

## **Instructions to Tenderers - Part I**

INSTRUCTIONS TO TENDERERS PART I

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II" CONTAINED IN THE EDITION OF THE PUBLICATION  
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS 2009" SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: City of Surrey

Contract: Bridgeview Minor Paving Works

Reference No. 1220-020-2018-007

**1.0 Introduction**

1.1

These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

*Work* to be performed by the *Contractor* should include but are not limited to the following:

To provide all labour, supervision, materials, equipment, layout, permits, and related services to the *Owner's* pavement cut program as noted in the drawings.

The general components of *Work* includes, but not limited to, surface mill, full depth mill, utility cover adjustments and repaving of failed existing pavement cuts and general road failures (eg. Potholes, distressed pavement, etc.) as identified in the attached contract maps and with approximate repair location identified.

The *Work* will be undertaken at the Place of Work in Surrey B.C., as follows:

- 110 Avenue (from 100m West of 126A St to 11042),
- 124 Street (from 11426 124 St south to 12411 112 Ave).

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.

1.2

Direct all inquiries regarding the *Contract*, to:

Richard Oppelt, Manager of Purchasing  
City of Surrey  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**2.0 Tender Documents**

2.1

The tender documents which a *Tenderer* should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".

2.2

A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail

INSTRUCTIONS TO TENDERERS PART I

Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the latest edition (updated July 11, 2016) of "City of Surrey Supplementary Master Municipal Construction Documents- Supplementary General Conditions, Supplementary Specifications and Supplementary Standard Drawings. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

**3.0 Submission of Tenders**

- 3.1 Tenders should be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received at the Surrey City Hall, Finance Department, Purchasing Section, 5<sup>th</sup> Floor West, Main Reception/Information Desk, 13450-104 Avenue, Surrey, BC V3T 1V8, Canada:

on or before

*Tender Closing Time:*

11:00 a.m. (local time)

*Tender Closing Date:*

Thursday, January 10 ,2019

- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3 Tenders will not be opened in public.

**4.0 Additional Instructions to Tenderers**

- 4.1 In submitting a tender, the tenderer represents and warrants that:
- (a) prior to submitting the tender, the tenderer has disclosed to the *Owner* in writing any actual or potential conflict of interest;
  - (b) the tenderer has not and will not offer or provide any gifts or personal benefit to any elected or appointed representative or employee of the *Owner*;
  - (c) except as disclosed in writing by the tenderer, no elected or appointed representative or employee of the *Owner*:
    - i) has any interest in the tenderer by way of ownership or management, or

INSTRUCTIONS TO TENDERERS PART I

ii) has or is entitled to have any interest in the *Contract* or any benefit arising therefrom; and

(d) the tenderer has not and will not solicit or lobby any individual elected or appointed representative or employee of the *Owner* in regard to the award of the *Contract*.

As a condition precedent to award of *Contract*, the successful tenderer must have or obtain a business license from the *Owner*.

4.2 Amendment to 5.1 of the Instructions to Tenderers-Part II, by deleting the first sentence and replacing with:

“A tender should be on the Form of Tender as provided and be signed by the authorized signatory(s) as follows:”

4.3 Amendment to 5.3 of the Instructions to Tenderers - Part II, by deleting the first sentence and substituting it with:

“A tender should include the following Appendices:”

4.4 Amendment to 5.3 of the Instructions to Tenderers - Part II, by adding the following:

“5.3.6 *Tenderers* that do not have an operational base in Lower Mainland, British Columbia, should submit in their tender a memorandum outlining the operational strategy of operating in Lower Mainland.”

4.5 Amendment to 15.1 of the Instructions to Tenderers – Part II, by deleting the paragraph after 15.1.3, and replacing with:

“In exercising its absolute discretion the *Owner* will have regard to the information provided by the tenderer, and may also have regard to any information obtained by the *Owner*, as well as from any other person, firm or corporation. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria:

- (a) the proven experience of the tenderer, and any listed *Superintendent* or *Subcontractors* to do the *Work*;
- (b) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, and the contract administration costs of the *Owner*;
- (c) the tenderer's ability to manage and do the *Work* effectively using the named superintendent and submitted subcontractors;
- (d) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficient *Work*;
- (e) maintenance costs, availability of parts and service, warranty and compatibility with existing equipment and/or conditions; and
- (f) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public.

INSTRUCTIONS TO TENDERERS PART I

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

The *Owner* may, in its absolute discretion, not award to a tenderer if the tenderer, or any officer or director of a corporate tenderer, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the *Owner* and its elected and appointed officers and employees or any of them, or if the *Owner* has initiated legal action against any officers or directors of the tenderer in relation to any other contract services or matter.

For purposes of this section, the words "legal action" includes, without limitation, mediation, arbitration, hearing before an administrative tribunal or lawsuit filed in any court."

4.6 Amendment to 15.0 of the Instructions to Tenderers - Part II, add the following:

"15.5 The *Owner* need not necessarily accept the tender with the lowest *Tender Price*, or any tender, and the *Owner* reserves the right to reject any and all Tenders at any time, or cancel the ITT process, without further explanation and to accept any tender the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any Tender is contingent on having sufficient funding for the *Work* and a *Contract* with the *Tenderer*.

15.6 The *Owner* and its representatives, agents, Contract Administrators and advisors will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a *Tenderer* in preparing and submitting a tender, or participating in negotiations for a final *Contract*, or other activity related to or arising out of this ITT, including in the event the *Owner* accepts a non-compliant tender or otherwise breaches the terms of this ITT."

- END OF PAGE -

# **SECTION B**

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## **FORM OF TENDER**

FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS  
AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

Owner: City of Surrey

Contract: Bridgeview Minor Paving Works

Reference No. 1220-020-2018-007

**To Owner:**

**WE, THE UNDERSIGNED:** 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

**( ADDENDA, IF ANY )**

**ACCORDINGLY WE  
HEREBY OFFER:**

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to *Tenderers*; and
- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve *Substantial Performance of the Work* on or before \_\_\_\_\_; and  
( WORK DURATION )
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

**WE CONFIRM:** 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

**WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II;

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II; and

WE AGREE:

- 4.1.3 the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed.
- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **60 calendar days** from the day following the *Tender Closing Date and Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 within **10 Days** of receipt of the written *Notice of Award* deliver to the *Owner*.
- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- (b) a *Baseline Construction Schedule*, as provided by GC 4.6.1;
- (c) a "clearance letter" indicating that the *Tenderer* is in WorkSafe BC compliance; and
- (d) a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and;
- 5.1.2 within **5 Days** of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 sign the *Contract Documents* as required by GC 2.1.2.

WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
- 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,  
then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:
- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS  
FOLLOWS:

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Business  
Phone:

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Business  
Fax:

---

Business  
E-mail:

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Attention:

This *Tender* is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

*Contractor:*

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(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

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(AUTHORIZED SIGNATORY)

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(AUTHORIZED SIGNATORY)

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

All prices and Quotations including the Contract Price shall include all Taxes, except for GST. GST shall be shown separately.

**Contract No.: 1220-020-2018-007**

**Schedule of Quantities and Prices – Summary Sheet**

Section	Title	Amount
DIV 32	ROADS AND SITE IMPROVEMENTS	\$
	Subtotal - Tender Price:	\$
	GST:	\$
	<b>Tender Price, including GST:</b>	<b>\$</b>

<i>Item No.</i>	<i>Section</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<b>DIV 32</b>		<b>ROADS AND SITE IMPROVEMENTS</b>				
	32 12 16	<b>Hot-Mix Asphalt Concrete Paving</b>				
1.5.6		Full Depth Patching - Area less than 50m <sup>2</sup>	sq.m	590	\$	\$
1.5.6		Full Depth Patching - Area more than 50m <sup>2</sup>	sq.m	1,949	\$	\$
1.5.6		Surface Mill Patching - Area more than 50m <sup>2</sup>	sq.m	156	\$	\$

See paragraph 5.3.2 of the Instructions to Tenderers – Part II

**BRIDGEVIEW MINOR PAVING WORKS**

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

ACTIVITY (Insert the following milestone dates)	Time from <i>Notice to Proceed</i> in Days									
	5	10	15	20	30	40	50	60	80	100
<i>Notice to Proceed</i>										
<i>Substantial Completion</i>										

Proposed Disposal Site: \_\_\_\_\_

Reference MMCD Instructions to Tenderers – Part II, Item 5.3.3

**BRIDGEVIEW MINOR PAVING WORKS**

**Proposed Project Superintendent Name:** \_\_\_\_\_

**List of Project Experience:**

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

**Dates:** \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

References: \_\_\_\_\_

[illegible]

[illegible]

## **SECTION C**

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### **FORM OF AGREEMENT**

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT – TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN OWNER AND CONTRACTOR

This agreement (the "Agreement") is made in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Contract:* Bridgeview Minor Paving Works

Reference No. 1220-020-2018-007

BETWEEN:

City of Surrey  
13450 - 104th Avenue  
Surrey, BC V3T 1V8, Canada

(the "Owner")

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- |                  |  |            |  |
|------------------|--|------------|--|
| <b>Article 1</b> | <b>The Work -<br/>Start/Completion<br/>Dates</b> | <b>1.1</b> | The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the <u>Contract Documents</u> .  |
|                  |  | <b>1.2</b> | The Contractor will commence the Work in accordance with the <u>Notice to Proceed</u> . The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the <u>Contract Documents</u> and will achieve <u>Substantial Performance</u> of the Work on or before <b>15 Days</b> from the <u>Notice to Proceed</u> date subject to the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u> . |
|                  |  | <b>1.3</b> | Time shall be of the essence of the <u>Contract</u> .  |

<b>Article 2</b>	<b><u>Contract Documents</u></b>	2.1	The " <u>Contract Documents</u> " consist of the documents listed or referred to in Schedule 1, entitled "Schedule of <u>Contract Documents</u> ", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the <u>Contract Documents</u> . All of the <u>Contract Documents</u> shall constitute the entire <u>Contract</u> between the <u>Owner</u> and the <u>Contractor</u> .
		2.2	The <u>Contract</u> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <u>Contract</u> may be amended only in strict accordance with the provisions of the <u>Contract Documents</u> .
<b>Article 3</b>	<b><u>Contract Price</u></b>	3.1	The price for the <u>Work</u> (" <u>Contract Price</u> ") shall be the sum in Canadian dollars of the following
		1.1.1	the product of the actual quantities of the items of <u>Work</u> listed in the <u>Schedule of Quantities and Prices</u> which are incorporated into or made necessary by the <u>Work</u> and the unit prices listed in the <u>Schedule of Quantities and Prices</u> ; plus
		1.1.2	all lump sums, if any, as listed in the <u>Schedule of Quantities and Prices</u> , for items relating to or incorporated into the <u>Work</u> ; plus
		1.1.3	any adjustments, including any payments owing on account of <u>Changes</u> and agreed to <u>Extra Work</u> , approved in accordance with the provisions of the <u>Contract Documents</u> .
		3.2	The <u>Contract Price</u> shall be the entire compensation owing to the <u>Contractor</u> for the <u>Work</u> and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the <u>Work</u> .
<b>Article 4</b>	<b><u>Payment</u></b>	4.1	Subject to applicable legislation and the provisions of the <u>Contract Documents</u> , the <u>Owner</u> shall make payments to the <u>Contractor</u> .
		4.2	At the substantial performance, a holdback will be made from the monthly progress payment to the <u>Contractor</u> . The holdback shall be the lesser of \$30,000 or 5% of the total <u>Contract</u> value including any change orders.  This holdback shall be released upon the submission, by the <u>Contractor</u> , of sufficient field data, to the <u>Contract Administrator</u> , for the creation of as-constructed drawings. The sufficiency of data will solely be determined by the <u>Contract Administrator</u> before instructing the <u>Owner</u> , in writing, for the release of this holdback.
<b>Article 5</b>	<b><u>Rights and Remedies</u></b>	5.1	The duties and obligations imposed by the <u>Contract Documents</u> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
		5.2	Except as specifically set out in the <u>Contract Documents</u> , no action or failure to act by the <u>Owner</u> , <u>Contract Administrator</u> or <u>Contractor</u> shall constitute a waiver of any of the parties' rights or duties afforded under the <u>Contract</u> , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <u>Contract</u> .

**Article 6 Notices**

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

*The Owner:*

City of Surrey - Finance Department (Purchasing Section)

13450 - 104<sup>th</sup> Avenue

Surrey, BC

V3T 1V8

Attention: Richard D. Oppelt, Purchasing Manager

Business

Fax: 604-599-0956

Business

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

*The Contractor:*

Attention: \_\_\_\_\_

Business

Fax: \_\_\_\_\_

Business

Email: \_\_\_\_\_

*The Contract Administrator:*

City of Surrey – Engineering Department

13450 - 104th Avenue

Surrey, BC V3T 1V8, Canada

Attention: Tina Oakley, Streets Engineering Assistant

Business

Email: [TOakley@surrey.ca](mailto:TOakley@surrey.ca)

- 6.2 A communication or notice that is addressed as above shall be considered to have been received

6.2.1 immediately upon delivery, if delivered by hand;

6.2.2 immediately upon transmission if sent or received by email or fax;

or  
6.2.3 after 5 Days from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

**Article 7 General**

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

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

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

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

*Owner:*

\_\_\_\_\_  
City of Surrey

\_\_\_\_\_  
(AUTHORIZED SIGNATORY) (SIGN, PRINT NAME & POSITION)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY) (SIGN, PRINT NAME & POSITION)

### SCHEDULE 1 – SCHEDULE OF CONTRACT DOCUMENTS

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

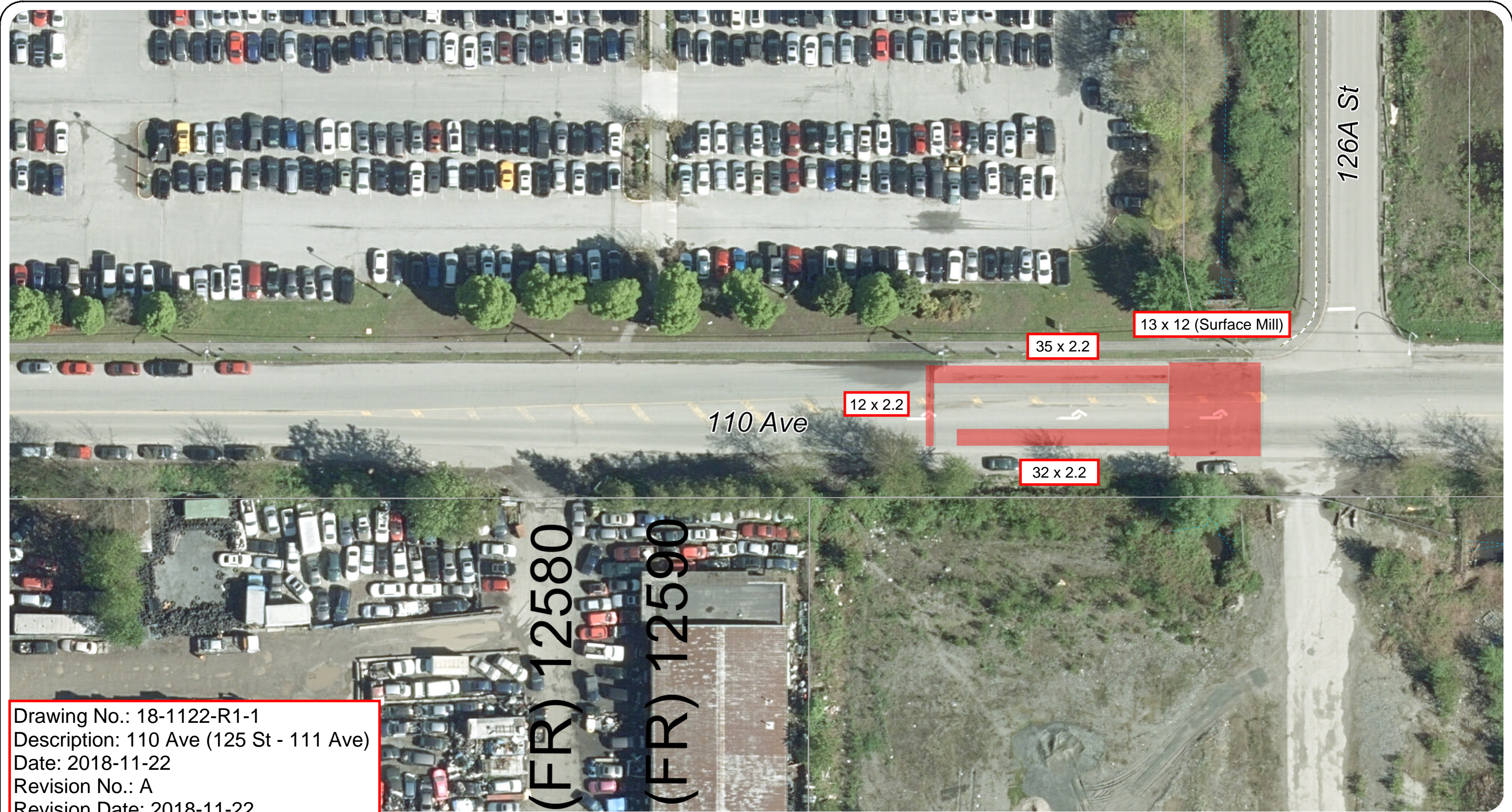
**NOTE:** The documents noted with “\*\*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, Platinum edition dated 2009, and the documents noted with “\*\*\*” are contained in the City of Surrey Supplementary Master Municipal Construction Documents, edition dated January, 2016 (Updated July 11, 2016). All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including Schedules
- 8.2 Addenda, if any;
- 8.3 Supplementary General Conditions, Project;
- 8.4 Supplementary General Conditions\*\*;
- 8.5 General Conditions\*;
- 8.6 Supplementary Specifications, Project;
- 8.7 Supplementary Specifications\*\*;
- 8.8 Specifications\*;
- 8.9 Supplementary Standard Detail Drawings\*\*;
- 8.10 Standard Detail Drawings\*;
- 8.11 Executed Form of Tender, including all Appendices and Form of Agreement;
- 8.12 Contract Drawings listed in Schedule 2 to the Agreement – “List of Contract Drawings”;
- 8.13 Instructions to Tenderers - Part I; and
- 8.14 Instructions to Tenderers - Part II\*.

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT,  
OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

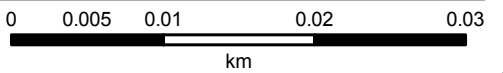
**Schedule 2: List of *Contract Drawings***

DESCRIPTION	DRAWING No.	DATE	REVISION No.	REVISION DATE
110 Ave (125 St – 111 Ave)	18-1122-R1-1	2018-11-22	A	2018-11-22
110 Ave (125 St – 111 Ave)	18-1122-R1-2	2018-11-22	A	2018-11-22
110 Ave (125 St – 111 Ave)	18-1122-R1-3	2018-11-22	A	2018-11-22
110 Ave (125 St – 111 Ave)	18-1122-R1-4	2018-11-22	A	2018-11-22
124 St (112 Ave – Hwy 17)	18-1122-R2-1	2018-11-22	A	2018-11-22
124 St (112 Ave – Hwy 17)	18-1122-R2-2	2018-11-22	A	2018-11-22
124 St (112 Ave – Hwy 17)	18-1122-R2-3	2018-11-22	A	2018-11-22



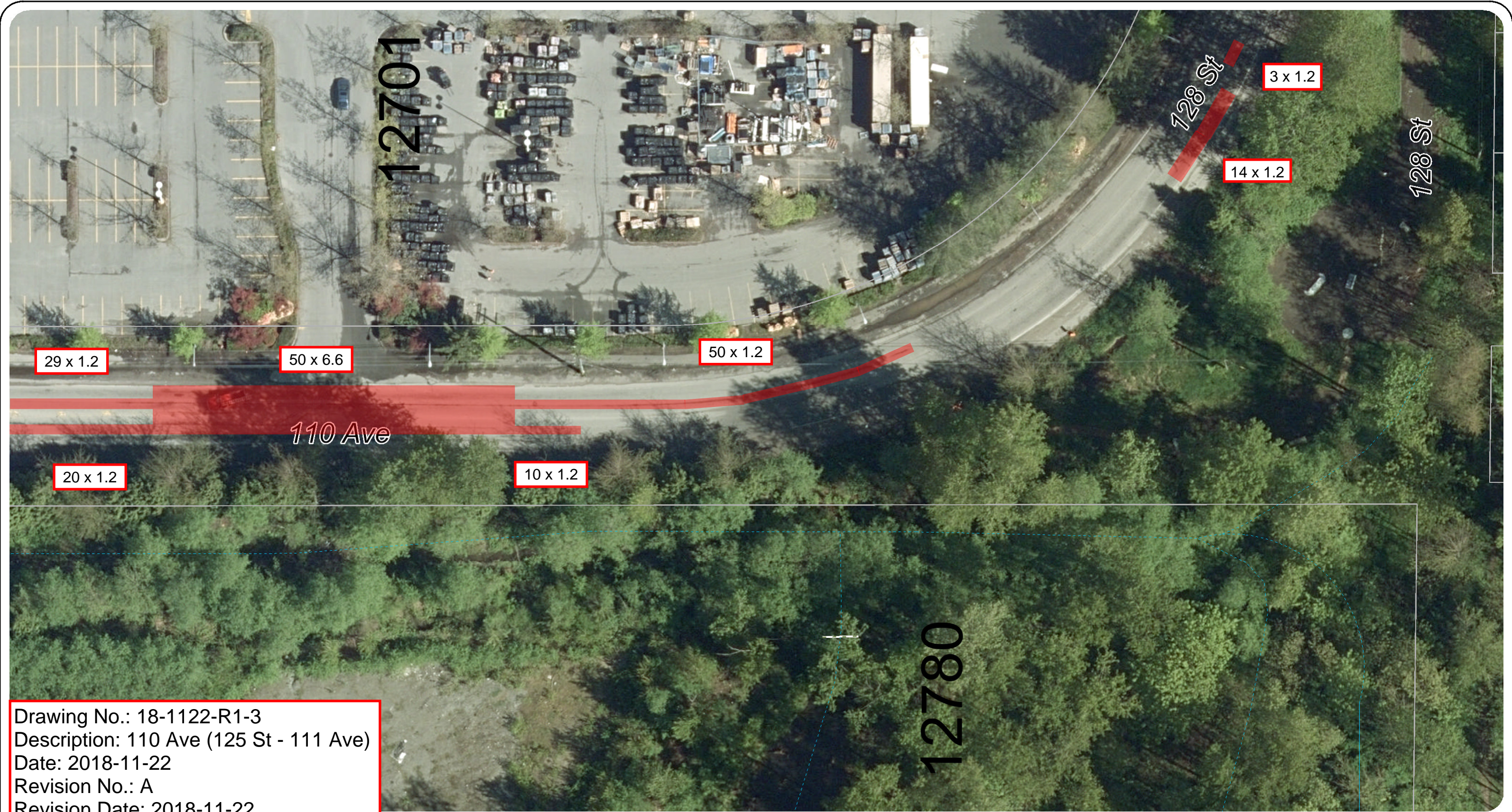
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 Description: 110 Ave (125 St - 111 Ave)  
 Date: 2018-11-22  
 Revision No.: A  
 Revision Date: 2018-11-22  
 Road Classification: Arterial

Scale: 1:500





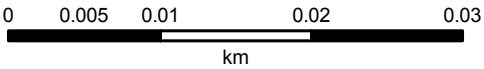
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Date: 2018-11-22  
Revision No.: A  
Revision Date: 2018-11-22  
Road Classification: Arterial

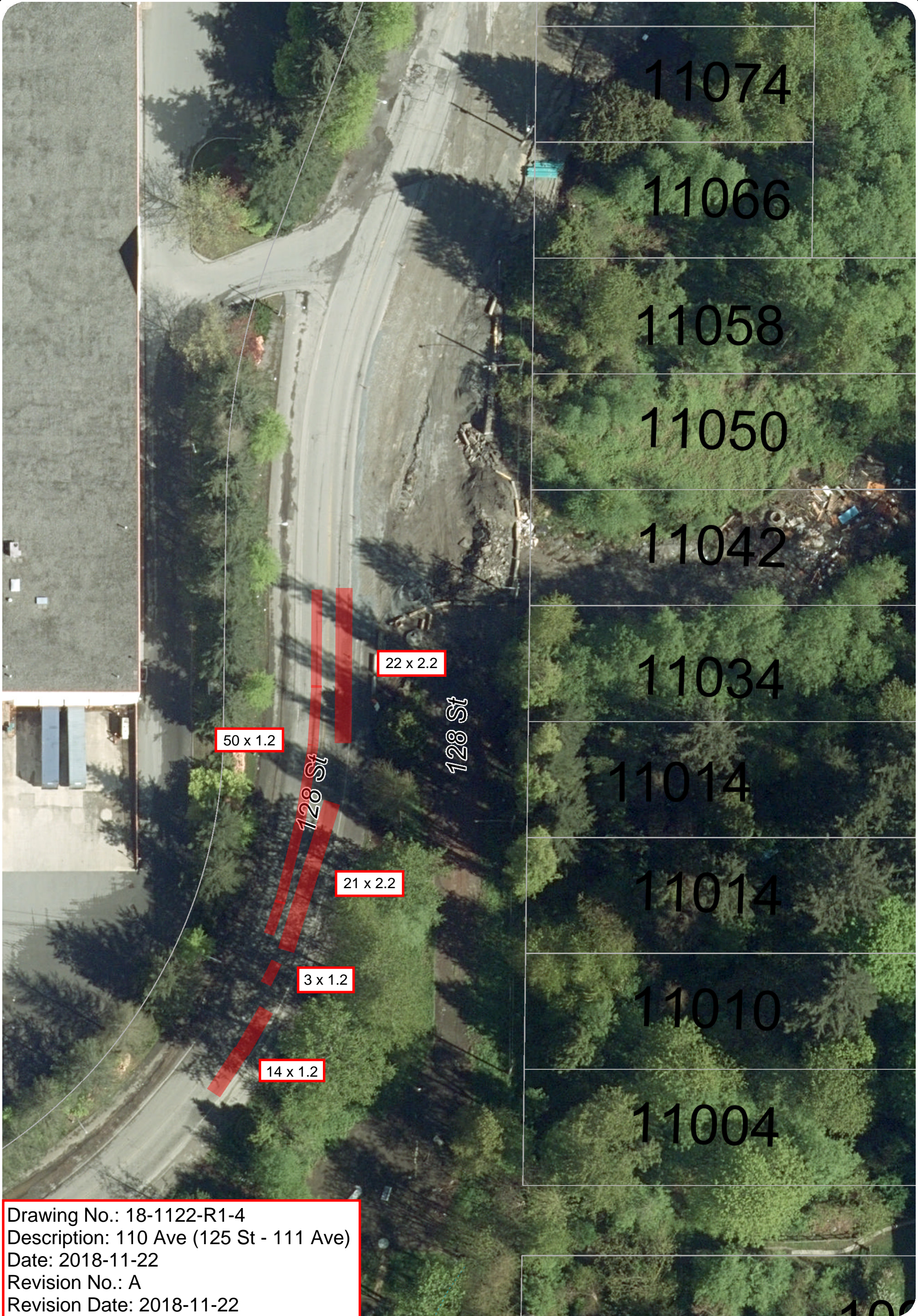


Drawing No.: 18-1122-R1-3  
Description: 110 Ave (125 St - 111 Ave)  
Date: 2018-11-22  
Revision No.: A  
Revision Date: 2018-11-22  
  
Road Classification: Arterial

Scale: 1:500

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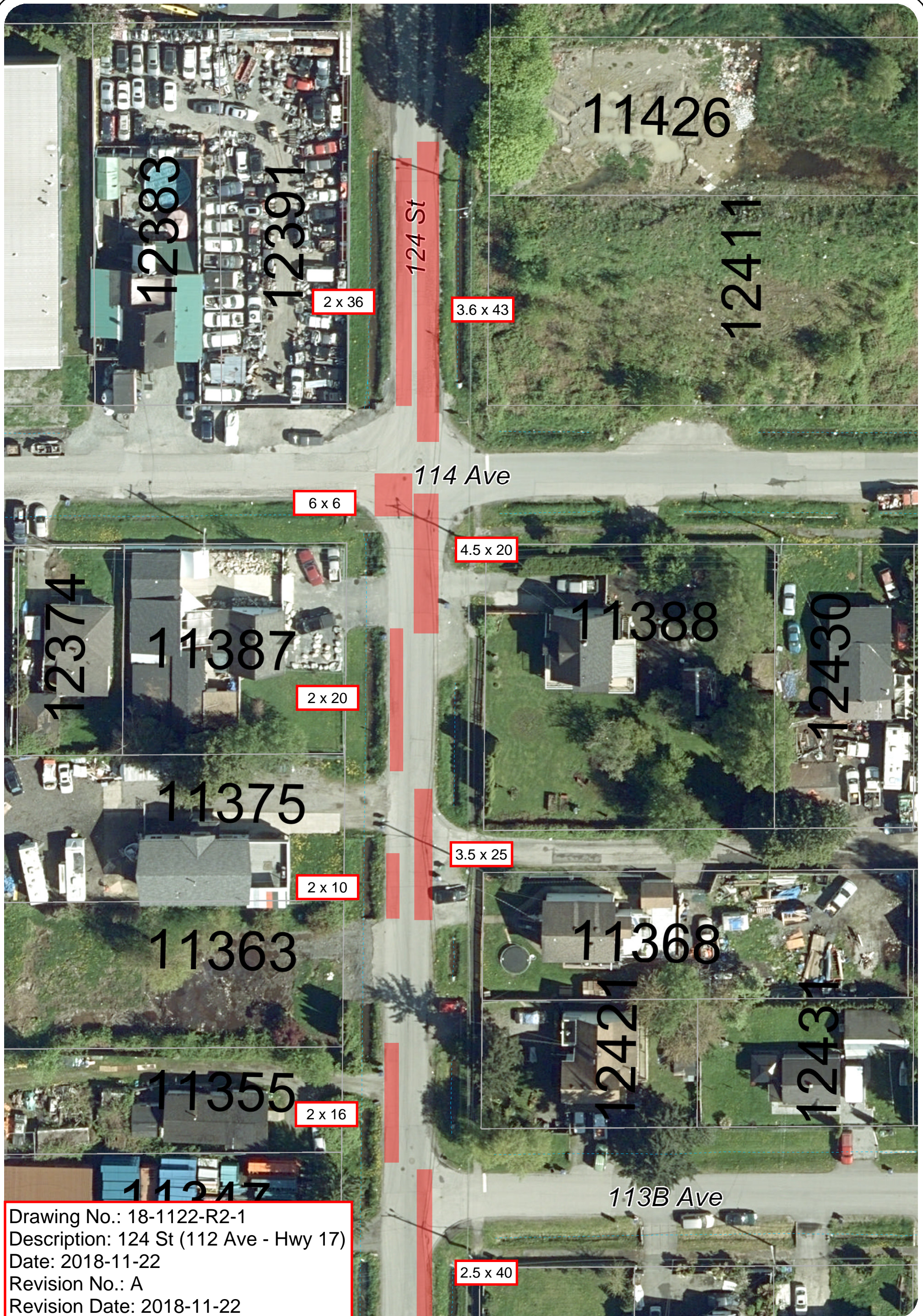




Drawing No.: 18-1122-R1-4  
Description: 110 Ave (125 St - 111 Ave)  
Date: 2018-11-22  
Revision No.: A  
Revision Date: 2018-11-22  
  
Road Classification: Arterial

Scale: 1:500





Drawing No.: 18-1122-R2-1  
Description: 124 St (112 Ave - Hwy 17)  
Date: 2018-11-22  
Revision No.: A  
Revision Date: 2018-11-22

Road Classification: Collector

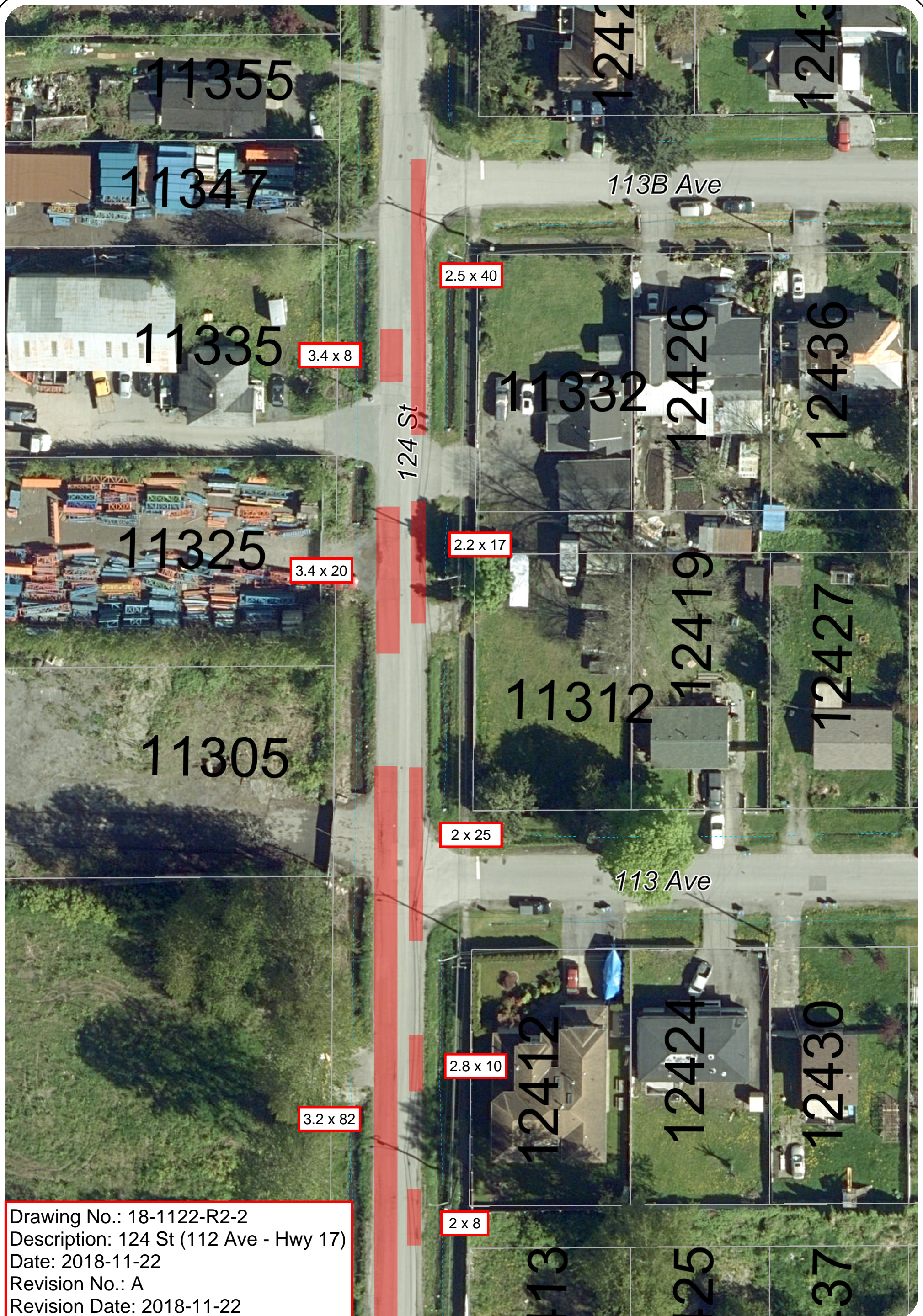
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The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at [cosmos.surrey.ca](http://cosmos.surrey.ca)



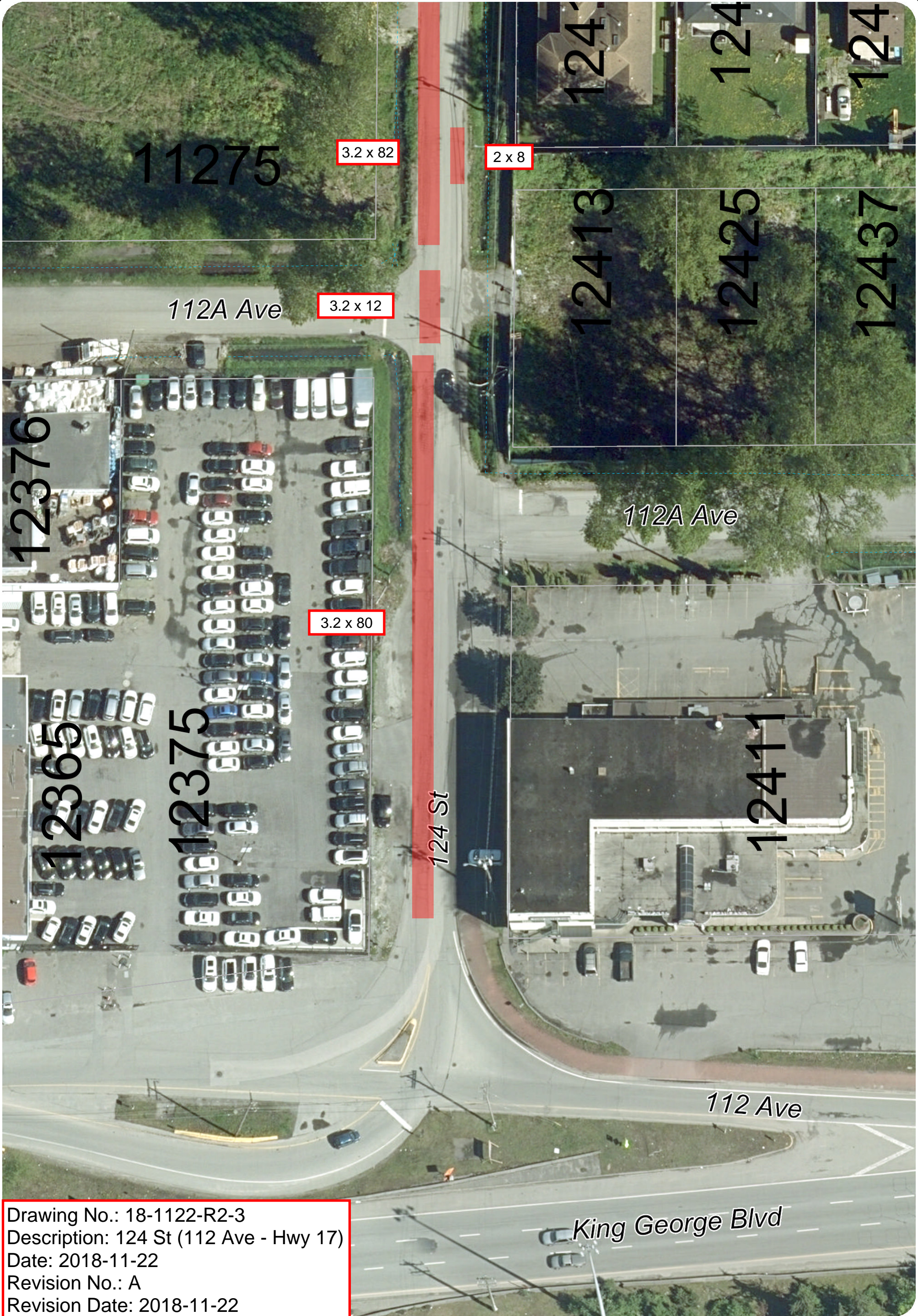
0 0.00325 0.0065 0.013 0.0195  
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Map created on: 2018-08-16



Scale: 1:500





Drawing No.: 18-1122-R2-3  
Description: 124 St (112 Ave - Hwy 17)  
Date: 2018-11-22  
Revision No.: A  
Revision Date: 2018-11-22  
  
Road Classification: Collector

Scale: 1:500



## **SECTION D**

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**SUPPLEMENTARY GENERAL CONDITIONS  
(PROJECT)**

**AND**

**SUPPLEMENTARY SPECIFICATIONS  
(PROJECT)**

**SUPPLEMENTARY GENERAL CONDITIONS (PROJECT)**

SGC#	Title	Action
1	CONTRACT TIME	<p>The <i>Work</i> under this <i>Contract</i> is to be completed within 15 Working Days from the Notice to Proceed. The Notice to Proceed will be issued when the <i>Owner</i> determines that the weather is appropriate for patching. Expected issuance of the Notice to Proceed is April 2019. Should the <i>Contractor</i> fail to complete the <i>Work</i> under the <i>Contract</i> within the allotted working days, the <i>Owner</i> will be entitled to compensation from the <i>Contractor</i>, including but not limited to deductions from payments for the following:</p> <p>(a) As a genuine pre-estimate of the <i>Owner's</i> increased costs for the Consultant and the <i>Owner's</i> own staff caused by such delay an amount of \$1000.00 per day for each working day that actual substantial performance is achieved after the allotted working days has passed.</p> <p>(b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the <i>Owner</i> as a direct result of such delay.</p> <p>If monies owing the <i>Contractor</i> are less than the total amount of owing by the <i>Contract</i> to the <i>Owner</i> under (a) and (b) above then any shortfall shall immediately, upon written notice from the <i>Owner</i>, and upon substantial performance, be due and owing by the <i>Contractor</i> to the <i>Owner</i>.</p>
2	COORDINATION	<p>The <i>Contractor</i> will be responsible for coordinating with other contractors, <i>Owner</i> forces, outside agencies and others as required.</p> <p>The <i>Contractor</i> will be required to coordinate their schedule and work program with the following construction activities, which will be constructed concurrent with the paving works:</p> <p>City of Surrey Road Crews City of Surrey Line Painting Crews</p>
3	QUALITY ASSURANCE	<p><i>Work</i> covered shall be performed by a single firm experienced in road construction work of a similar nature and scope. Subject to approval of the <i>Owner</i>, the <i>Contractor</i> may subcontract any <i>Work</i> to be performed under this <i>Contract</i>. However, the election to subcontract <i>Work</i> shall not relieve the <i>Contractor</i> from responsibility or liability which it has assumed under this <i>Contract</i> and the <i>Contractor</i> shall remain liable to the same extent that its liability would attach, as if the <i>Work</i> had been performed by the <i>Contractor's</i> own employees.</p>

		<p>All materials and hardware to be supplied by the <i>Contractor</i>, which is not specifically described herein, shall be of suitable construction, composition and quality to achieve their intended function.</p>
4	SAFETY	<p>The <i>Contractor</i> will be responsible for site safety at the Place of the Work as and to the extent required by applicable construction safety legislation, regulations and codes, including Workers Compensation Act and applicable regulations, and by good construction practice.</p> <p>Before commencing any <i>Work</i> at the Place of the Work, the <i>Contractor</i> is to make themselves aware of any and all on-site hazards including but not limited to underground and overhead utilities near to the <i>Work</i> 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 <i>Contractor</i> is to take immediate action to mitigate risk and damage, and then notify the <i>Owner</i> and the <i>Owner's</i> Consultant (if any).</p>
5	TRAFFIC CONTROL	<p>The <i>Contractor</i> shall at all times ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out the road repair <i>Work</i> at various locations throughout the City of Surrey.</p> <p>Whenever such <i>Works</i> are carried out, the <i>Contractor</i> at his expense is to provide:</p> <ul style="list-style-type: none"> <li>• all necessary signs, materials, barricades, and other warning devices;</li> <li>• qualified and trained Traffic Control Personnel for traffic flagging services; and,</li> <li>• in some cases, equipment such as flashing arrow boards, cones, etc.</li> </ul> <p>These are specified in accordance with the Province of British Columbia, Ministry of Transportation &amp; Highways' General Specifications for Highway Jurisdiction, Section 194 (Appendix A), and the Traffic control Manual for Work on Roadways, 1995 and the Traffic Control Manual for Work on Roadways, Field and Office Edition, (1999 Update). Please visit</p> <p><a href="http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm">http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm</a> for the latest updates.</p> <p>Additional services to ensure safety may be required at the discretion of the <i>Owner</i>. The <i>Contractor</i> is to provide such additional services as directed at no extra cost.</p> <p>See SSP 22 for more information regarding Traffic Control permits.</p>
6	PERMITS AND FEES	<p>The <i>Contractor</i> is to secure and pay for any additional permits, and governmental fees, licenses and inspection necessary for proper execution and completion of the</p>

		<p><i>Work</i> which is customarily secured after execution of an agreement and which is legally required. The <i>Contractor</i> is to comply with and give notices required by laws applicable to performance of the <i>Work</i>.</p>
7	WORKMANSHIP	<p>(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 <i>Owner</i> 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 <i>Owner</i>, whose decision shall be final.</p> <p>(b) Coordination: Ensure cooperation of workers in laying out <i>Work</i>. Maintain efficient and continuous supervision.</p> <p>(c) Protection of <i>Work</i> in progress: The <i>Contractor</i> is to adequately protect <i>Work</i> completed or in progress. <i>Work</i> damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the <i>Owner</i> at no cost to the <i>Owner</i>.</p> <p>Should any dispute arise regarding the quality of the workmanship, materials or products used in the performance of the <i>Work</i>, the final decision regarding the acceptable quality of the workmanship, and fitness of the materials and products rests strictly with the <i>Owner</i>.</p> <p>Additionally, all <i>Works</i> required hereunder will be performed as promptly as possible, and in any event within the time stated by the <i>Owner</i>, and such <i>Work</i> will be subject to approval and acceptance of the <i>Owner</i>, but such approval and acceptance will not relieve the <i>Contractor</i> from the obligation to correct any incomplete, inaccurate or defective <i>Work</i>, all of which shall be promptly remedied by the <i>Contractor</i> on demand, without cost to the <i>Owner</i>.</p>

**SUPPLEMENTARY SPECIFICATIONS – (PROJECT)****TABLE OF CONTENTS**

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SSP.2	Description of Work	SSP.17	Full Depth Patching
SSP.3	Contract Duration	SSP.18	Intersection Work
SSP.4	General Requirements	SSP.19	Traffic Loop Detector Replacement
SSP.5	Good and Materials to be Furnished by the Contractor	SSP.20	Existing Utility Cover Adjustment
SSP.6	Locations of Work	SSP.21	Correction or Removal of Defective Work
SSP.7	Schedule of Quantity Ranges and Unit Prices	SSP.22	Traffic Control Requirements
SSP.8	Unit Price	SSP.23	Traffic Control for Location Mark- Out
SSP.9	Asphalt Unit Price Adjustment	SSP.24	Adjust Manhole Frame and Cover
SSP.10	Communication		
SSP.11	Disposal Site		
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SSP.13	Working in Proximity to Overhead Power Lines		
SSP.14	Tests and Inspections		
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## SUPPLEMENTARY SPECIFICATIONS (PROJECT)

The *Contractor* is required but is not limited to, as part of his obligation under the *Tender*, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP 1 to SSP 24 hereunder.

### SSP1 SCOPE OF WORK

Approximately 150 square meters of surface mill pavement restoration, and 2,500 square meters of full depth pavement restoration in the Bridgeview neighbourhood of Surrey.

### SSP2 DESCRIPTION OF WORK

A map is included the Contract Drawings, which details the locations and approximate sizes of the pavement rehabilitation.

Typical works under this program include repairing areas of distressed pavement (potholes, road failure, etc.) and re-paving with hot-mix asphalt.

### SSP3 CONTRACT DURATION

The *Work* under this *Contract* shall be completed not later than 15 Working Days from the Commencement Date. The Contractor shall begin work within 5 Working Days of the Notice to Proceed. Expected issuance of the Notice to Proceed is **April 2019**.

### SSP4 GENERAL REQUIREMENTS

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

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

### SSP5 GOODS AND MATERIALS TO BE FURNISHED BY THE CONTRACTOR

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

### SSP6 LOCATIONS OF WORK

Locations for work items are shown on the Contract Drawings.

### SSP7 SCHEDULE OF QUANTITY RANGES & UNIT PRICES

Refer to the Form of Tender for a full list of descriptions and unit of measures for each item. Rates for each item shall be estimated per unit of measure and the items corresponding quantity range.

### SSP8 UNIT PRICE

The respective amounts of *Work* to be done and carried out and materials to be furnished in the Schedule of Quantities and Prices are an estimate for purpose of Tendering only. The *Owner* does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to

this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the *Work*, or to omit portions of the *Work* that may be deemed necessary or expedient by the *Owner*. The *Contractor* shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in the Schedule of Quantities and Prices.

#### SSP9 ASPHALT PAVEMENT UNIT PRICE ADJUSTMENT

The *Contractor* or the *Owner* may request adjustment of the unit prices submitted for asphalt pavement items in the Form of Tender if the Composite Rack Posting (CRP) varies by more than 5.0% from Tender Closing Time and Date to the time the asphalt paving is actually performed.

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

Requests for asphalt pavement unit price adjustment must be made prior to commencing asphalt paving. No payment will be paid if the request is made after paving. *Contractor* to provide backup information from suppliers with request. Payment for asphalt paving performed prior to a request for price adjustment will be made at the unit price submitted in Schedule of Quantities and Prices plus any previous adjustments made under this Supplementary Specification (Project).

Unit prices submitted in Schedule of Quantities and Prices will be increased or decreased as applicable using the following formula:

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

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

*Adjustment* amount in dollars per tonne the unit price is modified

*CRP<sub>work</sub>* is the CRP at the time paving is performed

*CRP<sub>quotation</sub>* is the CRP at the Tender Closing Time and Date

*AC<sub>volume</sub>* is the mixture design percent asphalt content, by volume

#### SSP10 COMMUNICATIONS

The *Contractor* shall designate one (1) primary and one (1) back-up person responsible to the contractors work under an agreement. The *Contractor* shall provide the name and telephone numbers, including emergency/after hour's numbers of such persons and shall keep this information current with the *Owner* throughout the Term of the *Contract*.

#### SSP11 DISPOSAL SITE

Millings (asphalt, aggregate, etc.) are to be removed from the site and disposed of by the *Contractor*. The *Contractor* may dispose of millings at the *Owner's* Stokes Pit disposal site at no cost. The *Contractor* is to ensure that the millings are not being mixed with soil or other products.

#### SSP12 WORK HOURS AND OVERTIME WORK

The *Contractor* shall not schedule construction work requiring inspection in excess of the standard 40-hour working week. Work start and finish time may vary depending on the type of work and project schedule.

The *Contractor* should be aware that the work hours set out in the road permits for this project will vary depending on the road classification. Construction on city roads will be permitted as follows:

**Arterial and Collector Roads: 9AM – 3PM**

With the advanced approval of the *Contract Administrator*, extended working hours on working days will be permitted for operations which must reasonably be completed on that day.

On the infrequent occasion that the *Contractor* finds it necessary to work on Saturday or Sunday the *Contractor* shall obtain the *Contract Administrator's* approval one week in advance. They shall also be charged for the full portion of inspection costs. Such costs shall be deducted from monthly progress payments.

#### SSP13 WORKING IN PROXIMITY TO OVERHEAD POWER LINES

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

#### SSP14 TESTS AND INSPECTIONS

If the *Contract Documents*, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any *Work* to specifically be inspected, tested, or approved by someone other than the *Contractor*, the *Contractor* shall give the *Contract Administrator* and Consultant timely notice of readiness therefore.

All tests shall be at the *Contractor's* expense including additional expenses tests required as a result of delays by the *Contractor*. For all required tests, on any *Work* prepared, performed, the *Contractor* shall furnish the *Contract Administrator* and Consultant with the required Certificates of Inspection, testing, or approval. Materials or *Work* in place that fail to pass acceptability tests shall be retested at the direction of the *Contract Administrator* and Consultant and at the *Contractor's* expense.

The *Contractor* will be required to complete a conventional Marshal test on the asphalt material at the following times during the *Contract*:

- **First day of construction on 124 Street**
- **First day of construction on 110 Avenue**

The *Contractor* will also be required to complete a minimum of **two density tests** at locations chosen at the discretion of the Consultant.

The *Contractor* will be given sufficient notice of the two locations prior to construction and density testing. All required testing will be considered incidental to the unit prices in the Schedule of Quantities and Prices.

Neither observations by the *Contract Administrator*, or any *Owner* inspector nor inspections, tests or approvals by person other than the *Contractor* shall relieve the *Contractor* of its obligations to perform the *Work* in accordance with the requirements of the *Contract Documents*.

#### SSP15 STOP WORK

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

#### SSP16 SURFACE MILL PATCHING

This special provision is in addition to Surrey's Standard Construction Documents, MMCD Section 32 12 16 – 1.5.9.

The existing patch shall be repaired as follows:

- Arterial and Collector roads shall be milled to a 50mm depth. All millings shall be removed from the site. The *Contractor* shall be responsible for disposal of the millings.
- Blow milled surface clean with a compressor that could produce at least 175 cubic feet per minute.
- Apply tack coat to the joints and milled areas. Resurface the milled area with Upper Course #1 asphalt and compact to specification as per MMCD Section 32 12 16.

The unit price shall include, but is not limited to:

- Mobilization and demobilization;
- Milling, cleanup and disposal of milled asphalt;
- Blowing or Sweeping & Vacuuming the milled surface clean (removing all loose material and dust);
- Application of tack coat as required;
- Reinstatement of milled area with Upper Course #1 asphalt including compaction and levelling to grade;
- General cleanup;
- Traffic control;
- Milling of the road cut area shall be followed by repaving on the same day.

#### SSP17 FULL DEPTH PATCHING

This special provision is in addition to Surrey's Standard Construction Documents, MMCD Section 32 12 16 – 1.5.9.

The specified rehabilitation areas shall be repaired as follows:

- Arterial and Collector roads shall be milled to a depth to allow for 100mm of new asphalt to be placed. All millings shall be removed from the site. No additional payment will be made if the existing asphalt is greater than 100mm. *Contractor* shall be responsible for disposal of the millings.
- Compact existing base
- Apply tack coat to the joints.
- Resurface the milled area with two (2) lifts of Upper Course #1 asphalt and compact to specification as per MMCD Section 32 12 16.

The unit price shall include, but is not limited to:

- Mobilization and demobilization;
- Milling, cleanup and disposal of milled asphalt;
- Blowing or Sweeping & Vacuuming the milled surface clean (removing all loose material and dust);
- Recompaction of existing base material
- Application of tack coat as required;
- Reinstatement of milled area with Upper Course #1 asphalt including compaction and levelling to grade;
- General cleanup;
- Traffic control;
- Milling of the road cut area shall be followed by repaving on the same day.

#### SSP18 INTERSECTION WORK

No special payment will be made for the patches that are within an intersection. The *Contractor's* unit rates shall include all traffic control costs, regardless of the location of a patch.

#### SSP19 TRAFFIC LOOP DETECTOR REPLACEMENT

During construction, there may be pavement patches that will cut through an active traffic loop detector at an intersection. If a loop detector will be impacted, the *Contractor* shall be required to give the Consultant and the *Owner* two days' notice. If two days' notice is given, the *Owner* will coordinate and pay for the loop detector replacement.

If two days' notice is NOT given, the *Contractor* will be required to coordinate and pay for the loop detector replacement at its own cost. The loop detector shall be replaced within two days of being impacted.

## SSP20 EXISTING UTILITY COVER ADJUSTMENT

The *Contractor* shall locate and mark all utility covers before work is commenced on any street. Utility covers that need to be adjusted to match road profile and cross section shall be *loosened* by removing existing pavement around valve by jack-hammering or other approved means.

The *Contractor* is responsible for (a) *loosening*, and (b) adjusting utility covers. In some cases, the following agencies may wish to *loosen* their utility covers:

1. Water valve covers by the City Waterworks Department.
2. Survey monument covers by the City Survey Department.
3. Gas valve covers by FortisBC
4. Telephone cover and appurtenances by Telus.
5. B.C. Hydro cover and appurtenances by B.C. Hydro
6. Greater Vancouver Regional District manholes or valves by GVRD

The *Contractor* shall contact each agency, confirm who will be performing this work, and give sufficient notice to the above utilities as necessary to allow this work to be completed at least one day prior to paving. No payment will be made for any delays resulting from this work not being completed prior to paving.

Replacement of existing water valve boxes is included with adjustments. MR type valve boxes and covers are to be supplied by the City of Surrey.

Payment for Raising Existing Utility Covers will not be made as this is incidental to the work. They will not be paid for separately and shall be included in the unit price for the *Work*.

The unit price shall include all costs associated with or incidental to raising the utility covers, including any claims by outside agencies.

## SSP21 CORRECTION OR REMOVAL OF DEFECTIVE WORK

When directed by the *Contract Administrator* the *Contractor* shall promptly, without cost to the *Owner* and as specified by the *Contract Administrator*, correct the defective *Work* remove it from site and replace it with non-defective *Work*. If the *Contractor* does not correct such defective *Work* or remove and replace such defective *Work* within a reasonable time, all as specified in a written notice from the *Contract Administrator*, the *Owner* may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the *Contractor* or deducted from payment to the *Contractor*. The *Contractor* will also bear the expense of correcting or removing and replacing all *Work* of others destroyed or damaged by the correction, removal, or replacement of the defective *Work*.

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

## SSP22 TRAFFIC CONTROL REQUIREMENTS

### General Requirements

City Road and Right-of-Way (CRRP) and Traffic Obstruction (TOP) permits will need to be obtained by the *Contractor*. An approved TMP is required to obtain the CRRP and TOP for highways, arterial and collector roads as defined by the Road Classification Map. The *Contractor* will provide the figure number from the B.C. Traffic Control Manual, for all other roads not classified as a highway, arterial, or collector road.

The *Contractor* is solely responsible for preparing, implementing and maintain the plan.

TMP shall;

- Consider project specific restrictions as outlined in the Contract document.
- Include Electronic Changeable Message Boards (CMB) for each direction of each project and provide advance notice for full closures if required.
- Be prepared using editable computer program and submitted in digital pdf format as well as hard copy. Revisions can be resubmitted in PDF format at discretion of the City of Surrey.
- Be prepared by a qualified Traffic Management Company or subcontractor, and in accordance with the BC Traffic Control Manual for work on Roadways, as amended.
- Stipulate that advance notice signs to be installed at least 5 (five) working days before planned traffic diversion/start of work.
- Hours of Work to indicate time when diversion can start and when diversion must be completely removed.

In the event that excessive traffic delays or unsafe conditions result from implementation of the TMP, the City of Surrey Traffic Operations may suspend the *Work* and require modifications to the plan.

TMP to be submitted by a qualified Traffic Management Company for coordination to Tina Oakley at the City of Surrey.

*Contractor* responsible to allow sufficient time for TMP review, possible modifications, and preparation of signage when preparing the project schedule. Where there is work that is outside the normal work hours or is in a configuration outside of MOT standards, a separate drawing may be required to be submitted and approved by the *Owner's* transportation department.

No claims for delays or time extensions will be considered due to *Work* suspension resulting from failure to obtain approved TMP.

The *Contractor* may apply for exemptions to noise by-laws and work nights or evening. The *Contractor* shall complete all application forms and pay required fees to the City of Surrey when apply for exemptions. The *Owner* does not guarantee that exemptions will be granted. No shift premiums will be paid for night or weekend work.

All temporary devices and CMB's to be removed within 2 Days completion of permanent pavement marking.

#### **Traffic Management Plan Requirements**

A Traffic Management Plan must contain the following information:

*All the following information can be obtained by a site visit and Cosmos under information.*

1. Traffic volumes confirmed.
2. Speed limit.
3. North arrow marker.
4. Accurate road configuration.
5. Work hour restrictions.
6. Number of lanes to be obstructed.
7. Placement marker and distance of signs (we don't accept table "A" as a replacement for actual distances).
8. Sign images or sign number required with the placement marker (min 3 signs accepted in all affected directions).
9. Taper lengths.
10. Work area lengths.
11. Width of lanes where the work area encroaches onto the roadway or shoulder. A min of 3.2m laneway width must be maintained or a different plan is required.
12. Delineators/cones/barrels/barricades/etc.
13. Position of certified TCP's.
14. Traffic control equipment including FAB's and HLWD's for collector and arterial roads.

15. Impact to Driveways and bus stops.
16. Impact to Intersecting roads.
17. Left, centre and right turning isles.
18. Working equipment location.
19. Work zone marked out with measurements.
20. Impact to Bus stops.
21. Impact to Sidewalks.
22. Intersection control i.e. lights, 4 way etc.
23. Impact to Bike lanes.
24. Full detour routes (if applicable).
25. Non-working hour conditions and plan.

Please make sure the above listed info is easily seen on the TMP and that it is an accurate reflection of what will be performed in the field as the *Contractor* will be bound by the approved TMP.

All plans need to include the Contract number, City *Contract Administrator* contact info, Traffic Manager Contact info, Traffic Planner contact info, a description of *Work*, duration of *Work*.

Each plan should be site, segment or phase specific and must include a detailed drawing. Generic drawings and write ups are not accepted unless agreed by Traffic Operations in advance.

All plans should be relatively to scale and the configurations should match the existing roadway and comply with MOTHS standards from the Traffic Control Manual for Work on Roadways. These are minimum requirements.

The *Owner* will make all efforts to permit the work to proceed quickly, however, please allow 5 to 7 business days for TMP review.

#### **Payment**

Payment for Traffic Control and preparation and submission of TMP's will be incidental to payment for *Work*.

#### **SSP23 Traffic Control for Location Mark-Out**

The *Contractor* shall work with the Consultant's inspector and provide sufficient traffic control to ensure the safety of the inspector while marking out patches at locations ahead of the *Contractor*. The *Contractor* is encouraged to be present with the inspector while patches are marked out to be familiar with the dimensions and site constraints.

No additional payment will be made for traffic control safety provided for the Consultant's inspector.

#### **SSP24 Adjust Manhole Frame and Cover**

In the event that a manhole within a proposed patching area has settled and requires an adjustment, the manhole frame and cover shall be adjusted as follows:

- Adjust manhole covers to finished paving grades.
- Cast Iron Riser Rings are not permitted.
- Measurement for payment per following descriptions:

Remove existing cast iron frame and cover, concrete lid and vertical sections as necessary. Provide new vertical sections, new frame and cover (provided by City of Surrey if manhole is city infrastructure); construct the new frame to the new grade, profile and cross-fall, add new concrete risers to suit. The *Contractor* should be aware that this item is considered incidental.

## **SECTION E**

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### **SAMPLES OF BOND, AGREEMENT TO BOND AND INSURANCE**

- A. Bid Bond
- B. Letter of Credit Format
- C. Agreement to Bond - Performance and Labour and Materials Payment
- D. Performance Bond
- E. Certificate of Insurance
- F. Prime Contractor Designation – Letter of Understanding
- G. Contractor Health & Safety Expectations
- H. Labour and Material Payment Bond
- I. Notice of Certificate of Completion
- J. Certificate of Completion

## APPENDIX A

### BID BOND

No. \_\_\_\_\_ \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_ as Principal hereinafter called the Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation created and existing under the laws of \_\_\_\_\_ and  
duly authorized to transact the business of Suretyship in \_\_\_\_\_ as  
Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Oblige hereinafter called the Oblige, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of Canada, for the payment of  
which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Oblige, dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender, and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of Contract, then his obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount is in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNED AND SEALED  
in the presence of

(  
(  
( \_\_\_\_\_ (Seal)  
Principal  
(  
(  
( \_\_\_\_\_ (Seal)  
Surety

**APPENDIX B**

**LETTER OF CREDIT**

*(TO BE ON BANK LETTERHEAD)*

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_

The City of Surrey  
13450-104 Avenue  
Surrey, B.C.  
V3T 1V8

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. \_\_\_\_\_

We hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of \$\_\_\_\_\_ available by drafts at sight for 100% of value:

1. Drawings are to be made in writing to (NAME OF BANK)  
.....
2. Partial drawings may be made.
3. The Bank will not inquire as to whether or not The City has a right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

**DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN**

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Vancouver, B.C., Letter of Credit No.

Yours truly,

Manager  
On Behalf of  
(NAME OF BANK)

## APPENDIX C

### **Agreement to Bond Performance and Labour and Materials Payment**

For the CITY OF SURREY

We, the undersigned, hereby agree to become bound as surety for

\_\_\_\_\_  
\_\_\_\_\_  
in a Performance Bond totaling fifty percent (50%) of the Contract Price, and in a Labour and Materials Payment Bond totaling fifty percent (50%) of the Contract price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is accepted by the City of Surrey.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the above mentioned Bonds must be completed with the undersigned within eight (8) Days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Bonding Company

BY:

\_\_\_\_\_  
Signature of Authorized Person  
Signing for Company

(Company Seal)

\_\_\_\_\_  
Position

## APPENDIX D

### Form of Performance Bond

BOND NO. \_\_\_\_\_

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
a corporation created and existing under the laws of \_\_\_\_\_ and whose principal  
office for Canada is located in the \_\_\_\_\_ (hereinafter called the  
"Surety") are held and firmly bound unto the City of Surrey (hereinafter called the "Obligee") in  
the amount of \$\_\_\_\_\_, lawful money of Canada, for the payment of which sum, well  
and truly to be made, the Principal and the Surety bind themselves and their respective heirs,  
legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_, for Contract No. \_\_\_\_\_ which by reference hereto is  
made a part hereof as fully to all intents and purposes as though recited in full herein and which  
contract as amended, supplemented, modified or restated from time to time is hereinafter called  
the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall  
well and truly observe and perform all the obligations of the Contract on the part of the Principal  
to be observed and performed, then this obligation shall be void but otherwise shall remain in  
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract,  
the Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the Surety to  
undertake the completion of the work, complete the work in accordance with the Contract  
provided that if a contract is entered into for the completion of the work:
  - (i) such contract shall be between the Surety and the completing contractor; and
  - (ii) the selection of the completing contractor shall be subject to the approval of the  
Obligee;
- (c) if the work is taken out of the Principal's hands and the Obligee does not direct the Surety  
to undertake completion of the work, assume financial responsibility for the costs of  
completion and be liable for and pay the costs of completion of the Contract.

## APPENDIX D

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents after the expiration of three (3) years from the date upon which final payment under the Contract is made.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Name - Surety

c/s

\_\_\_\_\_  
Signature and Signing Authority

\_\_\_\_\_  
Name - Principal

c/s

\_\_\_\_\_  
Signature and Signing Authority

APPENDIX E

CERTIFICATE OF INSURANCE (EXAMPLE)

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that thirty (30) days' written notice of any cancellation or change in applicable limit of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA.  
This Certificate is issued to: City of Surrey, 13450 104 Avenue, Surrey, B.C. V3T1V8

Insured:

Name:

Address:

Broker:

Name:Broker's Name:

Address:Phone:

Location, Project No. and nature of contract, permit, lease, license or operation to which this Certificate applies:

Type of Insurance	Company and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
<div>Section 1</div> <div><input checked="" type="checkbox"/> Commercial General Liability</div> <div><div><input type="checkbox"/> Wrap-up</div><div><input type="checkbox"/> Umbrella Liability</div><div><input type="checkbox"/> Excess Liability</div></div> <div>Sudden &amp; Accidental Pollution</div> <div><input checked="" type="checkbox"/> \$ 2,000,000</div> <div><input type="checkbox"/> \$ 20,000,000 (adjacent to Kinder Morgan Pipeline)</div>		<div>From:</div> <div>To:</div>	<div>Bodily Injury, Death &amp; Property Damage</div> <div><div>\$ Per Occurrence</div><div>\$ Aggregate</div><div>\$ Deductible</div></div> <div><div>\$ Umbrella Liability</div><div>\$ Excess Liability</div><div><input checked="" type="checkbox"/> MINIMUM \$5,000,000</div><div><input type="checkbox"/> MINIMUM \$10,000,000</div></div>
<div>Section 2</div> <div>Automobile Liability (owned or leased vehicles)</div>		<div>From:</div> <div>To:</div>	<div>Bodily Injury &amp; Property Damage</div> <div><div>\$ Limit</div><div>\$ MINIMUM \$3,000,000</div></div>
<div>Section 3</div> <div><input type="checkbox"/> Professional Liability</div>		<div>From:</div> <div>To:</div>	<div><div>\$ Each Claim</div><div>\$ Aggregate</div><div>\$ Deductible</div><div>MINIMUM \$2,000,000</div></div>
<div>Section 4</div> <div><input type="checkbox"/> Builder's Risk</div>		<div>From:</div> <div>To:</div>	<div><div>\$ Limit</div><div>\$ Deductible</div><div>MINIMUM: CONSTRUCTION VALUE</div></div>
<div>Section 5</div> <div>Contractor's Equipment Insurance</div>		<div>From:</div> <div>To:</div>	<div><div>\$ Limit</div></div>
<div>Section 6</div> <div><input type="checkbox"/> Boiler &amp; Machinery Insurance</div>		<div>From:</div> <div>To:</div>	<div><div>\$ Limit</div><div>\$ Extra Expense Limit</div><div>\$ Deductible</div><div>MINIMUM: CONSTRUCTION VALUE</div></div>

Particulars of Wrap-up/Commercial General Liability Insurance (Sections 1 & 2): X indicates that the coverage is included.

☒ City of Surrey as Additional Insured

☒ Contract Administrator as Additional Insured

☒ Premises & Operations

☒ Broad Form Products & Completed Operations

☒ Owners & Contractors Protective

☒ Blanket Contractual

☒ Cross Liability/Severability of Interests

☒ Employees as additional insured

☒ Attached Machinery

☒ Broad Form Property Damage

☒ Non-Owned Automobile

☒ Contingent Employer's

☒ Personal Injury

☒ Incidental Medical Malpractice

☒ 24 months Completed Operations

☒ Elevator & Hoist Liability

☒ Operation of Attached Equipment

☐ Removal or weakening of support of property, building or land whether the support is natural or otherwise

☐ Work below ground level over 3 meters (XCU extension)

☐ Use of explosives for blasting

☒ Vibration from pile driving or caisson work

☐ Shoring, blasting, excavation, underpinning, demolition, debris removal, tunneling and grading (as applicable)

Particulars of Professional Liability Insurance (Sections 3): X indicates that the coverage is included.

☒ 24 Months Maintenance Period

☐ Insures all professionals on the project

Particulars of Property Insurance (Sections 4,5 & 6): X indicates that the coverage is included

☒ Builder's Risk (All Risks)

☒ Flood & Earthquake

☒ 30 Days Testing & Commissioning

☒ Breach of Conditions Clause

☒ City as First Loss Payee to extent of its insurable interest

☒ Materials On & Off Site & In Transit

It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Authorized to Sign on Behalf of Insured

Date Signed

Authorized to Sign on Behalf of Insurers & Broker Stamp

Date Signed

## APPENDIX F

### PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

#### Coordination of multiple-employer workplaces

**118 (1)** *In this section:*

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

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

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

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

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

Any *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

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

Project File No.: 1220-020-2018-007

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.

## **APPENDIX G**

### **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.**

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

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

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**(Please Print)**

**Date:** \_\_\_\_\_

## APPENDIX H

### Form Of Labour And Material Payment Bond

BOND NO. \_\_\_\_\_

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_ a  
corporation created and existing under the laws of \_\_\_\_\_ and whose principal office for  
Canada is located in the \_\_\_\_\_ (hereinafter called the "Surety") are held  
and firmly bound unto the City of Surrey (hereinafter called the "Obligee") in the amount of  
\$\_\_\_\_\_, lawful money of Canada, for the payment of which sum, well and truly to be made, the  
Principal and the Surety bind themselves and their respective heirs, legal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_, for Contract No. \_\_\_\_\_ which by reference hereto is made a  
part hereof as fully to all intents and purposes as though recited in full herein and which contract as  
amended, supplemented, modified or restated from time to time is hereinafter called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall make  
payment to all Claimants for all labour and material used or reasonably required for use in the performance  
of the Contract, then this obligation shall be void but otherwise shall remain in full force and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for  
labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and  
material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service  
or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents  
equipment to the Principal to be used in the performance of the Contract under a contract which provides  
that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to  
the extent of the prevailing industrial rental value of such equipment for the period during which the  
equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment  
shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in  
the latest revised edition of the "Equipment Rental Rate Guide" of the Ministry of Transportation and  
Highways, B.C., published prior to the period during which the equipment was used in the performance of  
the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every  
Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the  
expiration of a period of 90 days after the date on which the last of such Claimant's work or labour was  
done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein  
provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly  
due to such Claimant under the terms of its contract with the Principal and have execution thereon.  
Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on  
behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or  
proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such  
proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the  
Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless the  
Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage  
resulting to the Obligee by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:
  - (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
  - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province of British Columbia, or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Name - Surety

c/s

\_\_\_\_\_  
Signature and Signing Authority

\_\_\_\_\_  
Name - Principal

c/s

\_\_\_\_\_  
Signature and Signing Authority

**APPENDIX I**  
**Form 2**

**Builders Lien Act**  
**(Section 7 (4))**

**Notice of Certification of Completion**

NOTICE: Re \_\_\_\_\_  
[Name or popular description of project]

Take notice that on \_\_\_\_\_ [date] a certificate of completion, or court order to that effect, was issued with respect to a contract (or subcontract) between \_\_\_\_\_ [owner, contractor or subcontractor]

and

\_\_\_\_\_ [contractor or subcontractor]

in connection with an improvement on land described as follows:

for the provision of [brief, general description of work done under contract or subcontract]:

all persons entitled to claim a lien under the Builders Lien Act and who performed work or supplied material in connection with or under the contract are warned that the time to file a claim of lien may be abridged and section 20 of the Act should be consulted.

**APPENDIX J**  
**Form 3**

**Builders Lien Act**  
**(Section 7 (10))**

**Certificate of Completion**

I \_\_\_\_\_ [name of payment certifier], of \_\_\_\_\_ [address],  
British Columbia certify that, for the purposes of the Builders Lien Act, the following contract or  
subcontract was completed on \_\_\_\_\_ [month, day, year].

Street address or other description of the land affected by the improvement:

\_\_\_\_\_

Brief description of the improvement: \_\_\_\_\_

\_\_\_\_\_

Brief description of the contract or subcontract, including the date of the contract and the names  
of the parties to it: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ [signature of payment certifier] \_\_\_\_\_ [month,  
day, year].