

REQUEST FOR QUOTATIONS

Title: Bridgeview Community Center – Parking Lot Rehabilitation and

Upgrades

Reference No.: 1220-040-2020-040

MINOR WORKS SERVICES

(Construction Services) Issue Date: May 28, 2020

REQUEST FOR QUOTATIONS TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	ADDRESS FOR DELIVERY	3
3.	DATE	3
4.	INQUIRIES	3
5.	ADDENDA	3
3.	NO CONTRACT	4
7.	ACCEPTANCE	4
3.	CONTRACTOR'S EXPENSES	4
9.	CONTRACTOR'S QUALIFICATIONS	4
10.	CONFLICT OF INTEREST	4
11.	SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS	4
12.	CONFIDENTIALITY	5
13.	SIGNATURE	5
14.	INFORMATION MEETING	5
Sch	edule A – Scope Of Work And Drawings	7
Sch	edule B – Sample – Construction Contract	9
Sch	edule B – Appendix 1 – Special Provisions	31
	edule B – Appendix 2 – Supplementary Specifications – (Project)	
	edule B – Appendix 2-A – Contract Drawings - (Project)	
	edule B – Appendix 3 – Schedule Of Prices	
Sch	edule B – Appendix 4 – Construction Schedule	52
	edule B – Appendix 5 – Key Personnel, Sub-Contractors, And Material Suppliers	
	edule B – Appendix 6 – Prime Contractor Designation	52
	edule B – Appendix 7 –Contractor Health & Safety Expectations (Responsibility Of	50
Jor	ntractor(S))	52
Sch	edule C – Form Of Quotation	53
Atta	achments:	
۸ ۱ ۱ ۵	schment 1 - City Of Surrey, Project Completion Deliverables Worksheet	62
	chment 2 - Prime Contractor Designation Letter Of Understanding	
	schment 3 – Contractor Health & Safety Expectations	

REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

The Contractor should submit the Quotation electronically in a single pdf file which must be received by City by email at: purchasing@surrey.ca

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

3. DATE

The City would prefer to receive Quotations on or before June 24, 2020. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this Request for Quotations ("RFQ") should be directed in writing to:

Name: Richard D. Oppelt, Manager, Procurement Services

Email: <u>purchasing@surrey.ca</u>

Reference: 1220-040-2020-040

5. ADDENDA

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

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors' prices in Schedule C to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Contract by the City may be by fax, pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Contract in Schedule B – Draft Contract – Minor Works.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience with the requirements of the Work.

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

14. INFORMATION MEETING

An information meeting will be hosted by the Owner's Representative (or designate) to discuss the City's requirements under this RFQ (the "Information Meeting"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting.

At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: Thursday, June 4, 2020

Starting Time: 9:00 a.m. [local time]

Location: Bridgeview Community Center – 11475 126a Street, Surrey,

British Columbia

Contractors are to meet at the main entrance of the community center.

^{**} In order to facilitate proper social distancing, the City has decided to conduct several smaller walk-throughs. Depending on numbers attending, contractors should anticipate a wait time to allow for this.**

The City has scheduled the following Information Meeting Times:

Thursday, June 4th, 2020 – 9:00 a.m. (1), 9:30 a.m. (2), and 10:00 a.m. (3).

Please provide your preference by email at purchasing@surrey.ca The City will make every reasonable effort to accommodate your preferred time. The City will confirm your preferred time by return email.

With a 1", "2", or "3" to indicate preference if more than one time works.

Following the conclusion of the 10:00 a.m. (3) meeting, the City's on-site project manager (or designate) will respond to any additional questions.

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

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance of the Work.

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

The Contractor is responsible for parking fees, if applicable.

SCHEDULE A - SCOPE OF WORK AND DRAWINGS

PROJECT TITLE: Bridgeview Community Center – Parking Lot Rehabilitation and Upgrades

PROJECT No.: 1220-040-2020-040

1. DESCRIPTION OF SCOPE OF WORK

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of pavement replacement and design upgrades of Bridgeview Community Center – Parking Lot Rehabilitation and upgrades, located at 11475 126a Street, Surrey, British Columbia (the "Place of Work") in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

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

The complete removal and replacement of existing pavement (and sub-base as necessary) including modifications, the addition of a new drainage system, root barrier and curbing, and reinstating of line painting, all as identified, detailed and directed in the attached specifications and drawings.

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

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

2. EXPECTED START AND COMPLETION DATES

The services of the Contractor will be commencing on award of the contract. The expected completion date of this project is July 31, 2020.

3. LIST OF DRAWINGS

The following Drawings are included as part of this RFQ:

List of Contract Drawings				
DESCRIPTION	DRAWING No.	DATE	REVISION No.	REVISION DATE
BRIDGEVII	EW COMMUNIT	Y CENTRE		
Cover, Drawing Index	19-0690-C	2019-09-23	4	2020-04-29
General Notes	19-0690-N1	2019-08-15	4	2020-04-29
Site Grading	19-0690-G1	2019-08-15	4	2020-04-29
Site Servicing	19-0690-SS1	2019-08-15	4	2020-04-29
Pavement Marking	19-0690-PM1	2019-08-15	4	2020-04-29
Erosion and Sediment Control Plan Stage 1	19-0690-ESC2-1	2019-08-16	5	2020-04-29
Erosion and Sediment Control Plan Stage 2	19-0690-ESC2-2	2019-08-16	5	2020-04-29
Erosion and Sediment Control Plan Stage 3	19-0690-ESC2-3	2019-08-16	5	2020-04-29

SCHEDULE B

SAMPLE - CONSTRUCTION CONTRACT

Title: Bridgeview Community Center -	Parking Lot Reha	abilitation and Upgrades
		Contract No.: 1220-040-2020-040
THIS AGREEMENT dated the	_ day of	, 202
BETWEEN:		
CITY OF SURREY 13450 – 104 th Avenue Surrey, B.C., V3T IV8, Canada	ı	
(the "City")		
		OF THE FIRST PART
AND:		
	<u> </u>	
(Full legal name and address o	of Contractor	
(the "Contractor")		

OF THE SECOND PART

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

Bridgeview Community Center – Parking Lot Rehabilitation and Upgrades

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

1. **DEFINITIONS**

- 1.1 For the purposes of this Contract, the following terms shall have the meanings set forth below:
 - (a) "Certification of Completion" means a certificate issued indicating that Substantial Performance of the Work has been achieved;

- (b) "Certificate of Total Performance" means a certificate issued indicating that the Work has been achieved;
- (c) "Change" means an addition to, deletion from or alteration of the Work;
- (d) "Change Order" means a Change is approved, the Consultant shall issue a written approval, setting out a description of the Work covered by the Change, the price or method of valuation for the Work, the change in the Contract Price and adjustment, if any, to the Contract Time. The value of the Work performed in a Change shall be included for payment with the certificates for payment;
- (e) "City" means the City of Surrey;
- (f) "Consultant" is the person or entity engaged by the City and identified as such in the Contract. The Consultant is the Architect, the Engineer or entity licensed to practice in the province of British Columbia. The term Consultant means the Consultant or the Consultant's authorized representative;
- (g) "Construction Schedule" means a construction schedule indicating the planned start and completion dates of the major activities of the Work as set out in Appendix [], a future Appendix;
- (h) "Contract" means this Contract as set out and described in the Contract Documents;
- (i) "Contract Documents" means this Contract including all schedules and appendices, construction standards, specifications and drawings;
- (j) "Contract Price" means the price of the Work as set out Section 4.1 of this Contract;
- (k) "Contract Time" means the period of time for the completion of the Work as provided by the Contract Documents;
- "Contractor" means the person, firm or corporation identified as such in this Contract and includes the Contractor's authorized representative as designated to the City in writing;
- (m) "Contractor's Representative" means the person appointed by the Contractor to represent the Contractor for the purposes of this Contract and so notified to the City in writing;
- (n) "Drawings" means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details and diagrams;
- (o) "Extra Work" has the meaning set out in Section 33;

- (p) "Overhead" means all costs associated with management, supervision, insurance, as-built preparation and warranty, administration and supervision at the Place of Work (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long distance charges) courier, permits, insurance and small tools and general office supplies as required for the performance of the Work."
- (q) "Payment Certifier" is the person or entity identified as such in the Contract responsible for the issuance of certificates of payment;
- (r) "Place of Work" means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (s) "Project Manager" is the person or entity engaged by the City and identified as such in the Contract;
- (t) **"Substantial Performance"** is as defined in the lien legislation applicable to the province of British Columbia;
- (u) "Total Performance" means the date of the City's acceptance of the Work in writing as fully performed according to the Contract Documents; and
- (v) "Work" means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK - START/COMPLETION DATES

2.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents, including without limitation the scope of work and drawings specified in Appendix [], a future Appendix and Appendix [], a future Appendix

2.1.1 PANDEMIC RESTRICTIONS

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Contractor advises that it is able to proceed with the Services under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor's performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.1.1 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid

and in force, subject to the terms of the Agreement including, without limitation Section 23 (Workers' Compensation Board and Occupational Health and Safety); and

- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.
- 2.2 The Contractor will commence the Work on or before July 1st The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix [], a future Appendix as required by the Contract Documents and will achieve Substantial Performance of the Work on or before <<insert date of substantial performance>> subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 2.3 Time shall be of the essence of the Contract.

3. CONTRACT DOCUMENTS

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

4. CONTRACT PRICE

- 4.1 The Contract Price for the Work shall be the sum of <<insert figures here>> dollars, plus goods and services tax in the amount of <<insert figures here>> dollars, for a total Contract Price of <<insert figures here>> dollars in Canadian funds (the "Contract Price") plus any adjustments approved by the City, including any payments owing on account of Change Orders and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 4.2 For greater certainty, the Contract Price shall be the entire compensation due to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, Overhead, financing, General Conditions and all other costs and expenses whatsoever incurred in performing the Work, even if the Contract Documents does not specifically mention such items. The Contract Price is a firm fixed price.

5. HOLDBACKS

- 5.1 The City shall hold back 10%, or other percentage as required by the *Builders Lien Act*, S.BC 1997, c. 45, as amended (the "*Builders Lien Act*"), of any amounts due to the Contractor as a builders lien holdback.
- 5.2 In addition to other holdbacks as provided by the Contract Documents, when considering Substantial Performance, the City may hold back from payments otherwise due to the Contractor 200% of a reasonable estimate, as determined by the City's Representative, on account of deficient or Defective Work already paid for. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the invoice.
- 5.3 If after Substantial Performance is achieved the Contractor is unable to complete any of the Work because of climatic or other conditions beyond the Contractor's reasonable control, then the City may hold back from payments otherwise due to the Contractor the amount as estimated by the Consultant in consultation with the Contractor by which the cost to have others complete the Work exceeds the estimated Contract Price for such Work.
- The City may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 15% as security for costs. The City may, at its option, after five (5) days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the City shall pay such holdback to the Contractor, without interest.
- 5.5 **Holdback period of 55 days will follow the date of substantial performance**. The City will perform a court registry search on the 46th day, on a best effort basis.

6. INVOICING AND PAYMENT

- 6.1 Subject to applicable legislation, including without limitation the holdbacks referred to in above, and the provisions of the Contract Documents, the City shall make payments to the Contractor thirty (30) days after receipt of any invoice from the Contractor.
- The Contractor shall submit invoice(s) for payment to the City, based on the completion of each phase of the Work. Any and all Extra Work as approved by the City, should be clearly identified and quantified on a separate invoice(s).
- 6.3 The invoice(s) submitted for the completion of each project phase shall be clearly itemized to the details of the phase completed or the amount of Work performed, the billing rates, show an invoice number, contractor's name, address, telephone number, reference the City's purchase order number or name and location of employee, and in an itemized manner the amount due for each phase completed, tax (if any) and a grand total. The grand total will be subject to holdbacks.
- 6.4 The payment by the City of any monthly or other payment shall not bind the City with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the City has accepted Work that is not in accordance with the requirements of the Contract Documents, or that the Contractor is in any manner released from its obligation to comply with the Contract

Documents.

- 6.5 For earlier payment, the Contractor can offer a cash discount.
- 6.6 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contactor for completion.

SUBMITTING YOUR ELECTRONIC INVOICE

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

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

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

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

- 6.7 The City shall not be liable for interest or overdue charges on any invoice.
- 6.8 Unless otherwise provided, all dollar amounts referred to in this Contract are in lawful money of Canada.
- 6.9 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. PERFORMANCE OF THE WORK

- 7.1 The Contractor will perform and provide all labour, services and other acts, and provide all equipment, machinery, water, heat, power, and facilities required for performance of the Work.
- 7.2 The Contractor will not proceed with any work that is not part of the Work, except in accordance with the Contract.
- 7.3 The Contractor will apply for and pay for all necessary permits and licenses and pay all fees required for the performance of the Work.

8. CHANGES

- 8.1 The City may, without invalidating the Contract, change the Work by adding to or deducting from the Work in which event the Construction Schedule will be adjusted.
- 8.2 The Contractor will not proceed with any Change without a written Change Order signed by the City.
- 8.3 The Contractor's Overhead and profit will not be allowed on Change Orders paid for from allowances specified in the Contract.
- 8.4 The value of a change in the Work shall be determined by one or more of the following methods:
 - (a) by estimate and acceptance in a lump sum; or
 - (b) by unit prices as set out in the Contract, or subsequently agreed upon; or
 - (c) by actual cost and an allowance for Overhead and profit as follows:
 - Contractor's Overhead and profit on expenditures from cash allowances, shall be included in the Contract Price, except the Contractor is entitled to additional Overhead and profit only on the portion of the change greater than the cash allowance. If the change is less than the cash allowance the Contract Price shall be decreased by the amount of the change without adjustment for the Contractor's Overhead and profit;
 - 2. for changes in the Work not covered by cash allowances:
 - (i) if there is no increase or decrease in the Contract Price the Contractor is not entitled to any Overhead and profit on the change,
 - (ii) if the Contract Price is increased, the Contractor is entitled to an additional:
 - .1 10% Overhead and profit on Work performed directly by the Contractor, and
 - .2 5% on Work performed by the Subcontractor, only on the portion of the increase in the Contract Price, and
 - .3 0% on design services and work performed by the Contractor's consultants;
 - (iii) if the Contract Price is decreased by the change the Contractor is not entitled to Overhead and profit on the reduction in the Contract Price;
 - the Subcontractor or the sub-subcontractor Overhead and profit shall be 5% of the actual cost of all Subcontractor's or sub-subcontractor's changes in the Work: and
 - 4. where the change involves the substitution of one type of Work and/or Product for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to Overhead and profit."

9. SITE CONDITIONS

- 9.1 The Contractor acknowledges and agrees that:
 - (a) it has had the opportunity to undertake additional examinations or subsurface investigations, or both, of the Place of Work, including any buildings or structures involved with the Work, in order to satisfy itself as to site conditions, including subsurface conditions and the impact they could have on the Work and the Contract; and

(b) it is not entitled to any adjustment in the Contract, or to any other remuneration or damages whatsoever, in any way connected with the site conditions at the Place of Work, including subsurface conditions.

10. DOCUMENTS

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

11. TIME

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

12. TAXES AND DUTIES

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

13. BUILDER'S LIENS

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

14. CITY DIRECTIONS

- 14.1 The Contractor will in all respects complete the Work in accordance with the City's requirements and standards and to the satisfaction of the City.
- 14.2 The City's Representative may at any time and from time to time inspect the Work.
- 14.3 The Contractor will comply with all directions from the City relating to the coordination of the Work with the activities of the City or with other contractors hired by the City, should there be any.
- 14.4 The Contractor will have total control of the Work and will be solely responsible for ensuring the Work is in accordance with the requirements of the Contract.

15. INSPECTIONS

- 15.1 The Contractor will retain one or more independent contractors with the relevant professional education, skill and experience, to carry out and report upon all testing and other inspection activities necessary to confirm the Work is in accordance with the requirements of the Contract. The Contractor will promptly provide copies of such reports to the City's Representative.
- 15.2 If Work is designated for tests, inspections or approvals by authorized agencies, the Contractor will give the City's Representative reasonable notice of when the Work will be ready for review and inspection.

16. USE OF PLACE OF WORK

- 16.1 The Contractor will confine its tools, machinery, equipment and materials to limits as may be established by the City's Representative, acting reasonably.
- 16.2 The Contractor will maintain the Place of Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the City, other contractors or their employees.
- 16.3 Prior to application for the Certificate of Total Performance, the Contractor will remove all surplus products, tools, machinery and equipment, and any waste and debris, and leave the Place of Work clean and suitable for occupancy by the City.
- 16.4 The Contractor will not have exclusive use of the Place of Work, and will undertake the Work in cooperation with the City, and other users of the Place of Work as the City may permit or direct.
- 16.5 The Contractor will protect the property adjacent to the Place of Work from damage and will hold the City harmless from any claims which may arise as a result of the Contractor's operations under the Contract, or from failure to provide such protection, or both.
- 16.6 The Contractor will protect the Work, the Place of Work, the City's property from damage and will be responsible for any damage which may arise as a result of operations under the Contract, except damage which occurs as a result of actions of the City.

- 16.7 Should any damage occur to the Work, the Place of Work, or the City's property, or all of the aforementioned, for which the Contractor is responsible, the Contractor will:
 - (a) make good such damage to the Work, and
 - (b) if the City so directs, make good such damage to the City's property,

and the Construction Schedule will be extended for such time as may be agreed by the City and the Contractor, acting reasonably.

16.8 The City may take possession of and use any completed portion of the Work regardless of the time for completion of the Work. Such possession or use will not be construed as final acceptance of the Work or portion.

17. PERSONNEL

- 17.1 <u>Superintendent</u>: The Contractor shall employ a competent senior representative at the Place of Work (the "Superintendent") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents. The Contractor shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the Place of Work while Work is being performed.
- 17.2 The Superintendent shall represent the Contractor at the Place of Work and instruction given to the Superintendent by the Consultant shall be held to have been given to the Contractor.
- 17.3 If the competence or performance of the Superintendent is not satisfactory to the Consultant then, on written request from the Consultant, the Contractor shall provide a satisfactory replacement. The Contractor shall not change the Superintendent without the consent of the Consultant, such consent not to be unreasonably withheld.
- 17.4 <u>Workers</u>: The Contractor shall maintain good order and discipline among the Contractor's employees and the subcontractors engaged in the Work. The Contractor shall not employ, or permit subcontractors to employ, workers who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work in compliance with the Construction Schedule.

18. CODES AND REGULATIONS

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

19. CONTRACTOR'S WARRANTY

- 19.1 The Contractor represents, warrants and guarantees to the City that:
 - (a) the Work will, in all respects, be constructed in a good and workmanlike manner;
 - (b) the Work will be constructed in accordance with all applicable laws in effect at the date of the Contract and in accordance with the best current and prevailing industry practices;
 - (c) the Work will be supplied, procured, fabricated, installed, constructed and completed in accordance with all requirements of the Contract;

- (d) all Work will be free from defects or deficiencies arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship;
- (e) the Work as constructed will be fit for the purpose intended;
- (f) title to all Work and all parts thereof shall be free and clear of all liens, charges, encumbrances and adverse claims whatsoever; and
- (g) no part of the Work shall constitute an infringement of any patent, trademark, copyright or other proprietary interest.
- 19.2 The Contractor agrees to correct any deficiency in the Work arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship, which appear:
 - (a) in the case of any roof, in the period of five (5) years after Substantial Performance of the Work;
 - (b) for other Work, excluding Work covered by a warranty greater than twelve (12) months, in the period of twelve (12) months after the date of Substantial Performance of the Work; and
 - (c) for other Work in the period of any warranties.
- 19.3 The Contractor shall undertake all repairs or replacements at times that will minimize interference with the City's operations.
- 19.4 Nothing contained herein limits the rights of the City in relation to recovery for latent deficiencies in the Work or otherwise limits the rights of the City at law or in equity.
- 19.5 The Contractor shall not be relieved of its warranty obligations by reason of inspection, testing or acceptance of the Work or any portion thereof, or the issuance of a Certification of Completion, or a Certificate of Total Performance, or payment to the Contractor of any money under the Contract.

20. WAIVERS

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

21. SUBSTANTIAL PERFORMANCE

- 21.1 The City or its Consultant will, after receipt of a written application from the Contractor for a Certification of Completion, make an inspection and assessment of the Work and issue a Certification of Completion or if the City decides that Substantial Performance has not been achieved, consult with the Contractor and advise the Contractor of the Work required to achieve Substantial Performance.
- 21.2 Prior to making application for Substantial Performance of the Work, the Contractor shall submit to the Consultant or City the following:
 - (a) letters of assurance for professional design and review from those professionals engaged by the Contractor under the provisions of the Contract, including applicable sealed shop drawings;
 - (b) all required manufacturer's inspections, certifications, guarantees, warranties as specified in the Contract Documents;
 - (c) all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents;
 - (d) certificates issued by all permit issuing authorities indicating approval of all installations, work and improvements requiring permits;
 - (e) certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as applicable or specified in the Contract Documents; and
 - (f) all required record Drawings and as built and as-installed documents in the form specified in the Contract Documents, including the as-built Drawings.

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

- 21.3 Together with its request or application for the Certificate of Completion of the Work, the Contractor shall provide to the Consultant and the City the following:
 - (a) a sworn declaration in a form acceptable to the Consultant that all amounts relating to the Work, due and owing as of the end of the month covered by the invoice to third parties including all subcontractors and suppliers, have been paid;
 - (b) a current clearance letter from Workers' Compensation Board confirming that the Contractor is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
 - (c) a statement compiling and reconciling all Change Orders and Change Directives; and
 - (d) any other documents to be submitted by the Contractor as specified in the Contract Documents or reasonably required by the Consultant or the City.
- 21.4 The City shall pay any builder's lien holdback as required by the *Builders Lien Act*, or on such other date as required by law, but the City may hold back the amounts for any deficiencies or filed builder's liens.
- 21.5 R.F. Binnie and Associates 314 9440 202 Street, Langley, BC, V1M 4A6. 604-351-9830 E-mail: kneufeld@binnie.ca, represented by: Kyle Neufeld, Project Manager shall be the payment certifier responsible for payment certification for the Contractor under the *Builders*

Lien Act. The Contractor shall be the person responsible for payment certification for all subcontractors, including the subcontractors, as required under the *Builders Lien Act*.

22. TOTAL PERFORMANCE

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

23. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 23.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 23.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.
- 23.3 The Contractor agrees that it is the prime contractor for the Services as defined in the Workers Compensation Act. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule B of this Contract, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 23.4 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation

- engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 23.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 23.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 23.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

24. INSURANCE

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

and where such further risk exists:

- shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and caisson work, work below ground surface, tunnelling and grading, as applicable, and
- operation of attached machinery.

- (e) product and completed operations liability insurance, to remain in full force and effect for a period of not less than twelve (12) months following completion of the Work:
- (f) course of construction insurance against "all risks" of physical loss or damage, and shall extend to cover all materials, property, structures and equipment while in transit or storage and during construction, erection, installation and testing, but such insurance shall not include coverage for the Contractor's equipment of any description. Such insurance shall be maintained until Substantial Performance of the Work;
- (h) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than less three million (\$3,000,000 dollars:
- (i) the insurance shall include as an insured, each contractor and subcontractor, project manager, architect and engineer who is engaged in the Work; and
- (j) the insurance will contain a waiver of the insurer's rights of subrogation against all insured except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.
- 24.2 The Contractor will provide proof of the required insurance coverage prior to commencing the Work. Such proof will be in the form of a City of Surrey certificate of insurance.
- 24.3 The Contractor acknowledges that any requirement or advice by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.
- 24.4 If requested to do so, the Contractor will provide the City with a copy of insurance policies relating to the Work.

25. INDEMNIFICATION

- 25.1 The Contractor shall indemnify and hold harmless the City, its elected officials, its officers, agents and employees (collectively the "Indemnitees") from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, any act or omission or alleged act or omission of the Contractor, the Contractor's agents, employees or subcontractors or suppliers in performance of the Contract.
- 25.2 The City shall indemnify and hold harmless the Contractor, it agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

26. DEFECTIVE WORK

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

27. DEFAULT

27.1 If the Contractor:

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

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

- 27.2 The parties agree that if the City terminates the Contract under the conditions set out above, the City shall pay the Contractor:
 - (a) for all Work performed, plus reimbursement for expenditures made on account of the remaining Work, but shall not pay for profit and Overhead on account of the remaining Work or any additional costs incurred because of the termination.
- 27.3 If the City terminates the Contract, the City may:
 - (a) take possession of the Work and materials, and utilize the Contractor's machinery and equipment at the Place of Work to the extent third party rights are not impaired, and bring the Work to completion by whatever method the City may deem expedient; and
 - (b) upon completion of the Work, charge the Contractor the full cost of completing the Work, as certified by the Consultant, including remedying any deficiencies in the Work.

28. CORRECTION BY CITY

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

29. DISPUTE RESOLUTION

29.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract ("Dispute") using the dispute resolution procedures set out in this section.

Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

30. ASSIGNMENT AND SUBCONTRACTS

- 30.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to Work to be performed under subcontract and to:
 - (a) enter into contracts or written agreements with subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them. The Contractor agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements entered into with subcontractors.
- 30.2 The Contractor agrees to employ those subcontractors proposed by in writing and accepted by the City at the signing of the Contract. The Contractor shall not, without the written consent of the City, change a subcontractor who has been engaged in accordance with the Contract.
- 30.3 The City may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontract tenderers.
- 30.4 In the event that the City requires a Change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change.

- 30.5 The Contractor shall not be required to employ as a subcontractor a person or firm to whom he may reasonably object.
- 30.6 The Contractor may, upon reasonable request and at its discretion, provide to a subcontractor information as to the percentage or quantity of the subcontractor's work which has been certified for payment.
- 30.7 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the City.

31. NOTICES

31.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or it by mail, five calendar days after posting. The addresses for delivery will be as follows:

after p	osting. The addresses for delivery will	be as follows:
(a)	The City:	City of Surrey – Civic Facilities 6651 – 148 Street Surrey, B.C., Canada, V3S 3C7
	Attention:	Tullio Fontana Project Coordinator
	Business Email:	tfontana@surrey.ca
(b)	The Contractor:	[Insert full legal name and business address]
	Attention:	[Insert Contractor contact name] [Insert title]
	Business Fax: Business Email:	< <insert>> <<insert>></insert></insert>
(c)	The Consultant (Payment Certifier):	R.F. Binnie and Associates

314 – 9440 202 Street, Langley, BC, V1M 4A6

Attention: Kyle Neufeld Project Manager

Business Email: kneufeld@binnie.ca

32. FORCE MAJEURE

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

33. EXTRA WORK

- 33.1 The City may invite the Contractor to perform Extra Work as part of this Contract by issuing a Contemplated Change Order for the Extra Work.
- 33.2 It is a condition of a Contract that the City is not obligated at any time to make a request to the Contractor to perform Extra Work. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Extra Work that is required to be performed and the Contractor and its subcontractors, if any, shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Extra Work and shall so carry on their work that other cooperating contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- 33.3 The Contractor is under no obligation to accept an invitation to perform Extra Work and the City is under no obligation to offer work that might be undertaken by the Contractor as Extra Work.
- 33.4 If the City issues a Contemplated Change Order for Extra Work, the Contractor shall promptly either decline the opportunity to perform the Extra Work, or respond with a Quotation.
- 33.5 The City is under no obligation to accept the Contractor's Quotation for Extra Work and may elect to have the Extra Work performed by others.

33.6 In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Extra Work without first receiving a written Change Order approving the work as Extra Work.

34. LIQUIDATED DAMAGES FOR LATE COMPLETION

- 34.1 If the Contractor fails to meet the milestone date for Substantial Performance as set out in this Contract as may be adjusted pursuant to the provisions of the Contract Documents, then the City may deduct from any monies owing to the Contractor for the Work:
 - (a) as a genuine pre-estimate of the City's increased costs for the Consultant and the City's own staff caused by such delay an amount of \$250.00 per day or pro rata portion for each calendar day that actual substantial performance is achieved after the Substantial Performance milestone date; plus
 - (b) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the City as a direct result of such delay.
- 34.2 If the monies owing to the Contractor are less than the total amount owing by the Contractor to the City under (a) and (b) above then any shortfall shall immediately, upon written notice from the City, and upon Substantial Performance, be due and owing by the Contractor to the City.

35. NON ROAD DIESEL ENGINE EMISSION REGULATION

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

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

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

36. GENERAL

- 36.1 The Contract contains the entire agreement between the City and the Contractor and may not be amended except in writing and signed by both parties.
- 36.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.

36.3	The Contract will be interpreted in accordance with the laws of the Province of British Columbia.
36.4	The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.
36.5	No consent or waiver by either party to or of any breach or default by the other under the Contract will be effective unless in writing, nor will such consent or waiver be relied on as consent to or waiver of any other breach or default of the same or any other obligation.

	ise, execute and deliver all such further agreements and things as may be reasonably required to give effect to the
IN WITNESS WHEREOF the parties her above written.	reto have executed the Contract on the day and year first
CITY OF SURREY by its authorized signatory(ies):	
Insert Name of Person Signing	Insert Name of Person Signing
Insert Title of Person Signing	Insert Title of Person Signing
<< INSERT FULL LEGAL NAME OF COL by its authorized signatory(ies):	NTRACTOR>>
Insert Name of Person Signing	Insert Name of Person Signing
Insert Title of Person Signing	Insert Title of Person Signing

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

"Section" means section of the Specifications or the Conditions of Contract.

"Item" means item of Fees and Payments – Schedule C – Form of Quotation.

S.P.2 Scope of Work

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of the Bridgeview Community Center – Parking Lot Rehabilitation and Upgrades of Bridgeview Community Center – Parking Lot Rehabilitation and Upgrades, located at 11475 126a Street, Surrey, British Columbia (the "Place of Work"), in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

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

The complete removal and replacement of existing pavement (and sub-base as necessary) including modifications, the addition of a new drainage system, root barrier and curbing, and reinstating of line painting, all as identified, detailed and directed in the attached specifications and drawings.

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

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

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

S.P.3 Consultant

The Consultant R.F. Binnie and Associates 314 – 9440 202 Street, Langley, BC, V1M 4A6. Telephone: 604-351-9830 E-mail: kneufeld@binnie.ca, represented by: Kyle Neufeld, Project Manager will be the City's representative during the performance of the Work until the Work is complete. The Consultant will advise and consult with the City. The City's instruction(s) to the Contractor may be forwarded through the Consultant.

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

S.P.4 Payment Certifier

The Payment Certifier is R.F. Binnie and Associates 314 – 9440 202 Street, Langley, BC, V1M 4A6Telephone: 604-351-9830 E-mail: kneufeld@binnie.ca, represented by: Kyle Neufeld, Project Manager.

S.P.5 Project Manager

The Project Manager is R.F. Binnie and Associates, 314 – 9440 202 Street, Langley, BC, V1M 4A6 Telephone: 604-351-9830 E-mail: kneufeld@binnie.ca, represented by: Kyle Neufeld, Project Manager.

S.P.6 Schedule of Prices

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

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

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

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

S.P.7 Coordination

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

Other contractors

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

"NONE"

S.P.8 Availability of Place of Work

The Place of Work is available for the immediate commencement of the Work. The anticipated start date is July 1, 2020. The Contractor will schedule the Work accordingly.

S.P.9 Quality Assurance

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

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

S.P.10 Job Conditions

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

S.P.11Environmental Protection

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

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

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

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

S.P.12 Safety

The Contractor shall be solely responsible for construction safety at the Place of Work as and to the extent required by applicable construction safety legislation, regulations and

codes, including *Workers Compensation Act* and applicable regulations, and by good construction practice.

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

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

S.P.13 Traffic Management

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

S.P.14 Construction Access and Traffic Maintenance

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

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

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

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

The Contractor shall:

(a) Include project phasing strategies in the Construction Schedule to minimize traffic disruption on the Place of Work.

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

S.P.15 Proposed Substitutions

Acceptance of material specifications that are an equal or higher level of quality compared to the material specified will not be unreasonably withheld. Quotations for equipment substitutions to be made as separate line items and as additive or deductive alternates to the base equipment bid.

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

S.P.16 Manuals

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

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

S.P.17 Hours of Work

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

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

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

S.P.18 Damage

The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Works as a result of any negligent act or omission, or misconduct in the performance of the Works and its subcontractor's Work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to

professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

S.P.19 Worksite Conduct

All labourers and workers, while working in and around the Bridgeview Community Center, located at 11475 126a Street, Surrey, British Columbia, and the City facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers on the worksite and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such labourers from the worksite immediately.

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

S.P.20 Cleanliness and Disposal of Unwanted Materials

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

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

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

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

S.P.21 Accidents; Equipment Safety

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

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

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

S.P.22 Permits and Fees

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

S.P.23 Final Completion and Payment

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

S.P.24 Workmanship

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

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

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

SCHEDULE B - APPENDIX 2 SUPPLEMENTARY SPECIFICATIONS - (PROJECT)

SUPPLEMENTARY SPECIFICATIONS (PROJECT)				
Section	Title	SSP		
01 33 01	Project Record Documents	Add 1.9 as follows: The Contractor shall be responsible to submit as-built information to the Contract Administrator as per Article 4.2 of the Form of Agreement in the Tender. The Contractor shall be responsible to submit sufficient as-built information to the Contract Administrator prior to Substantial Performance. The Contractor shall provide field survey pick-up during construction and upon completion to document record information on all roadwork and utility construction. All applicable items must be provided to the Contract Administrator before Substantial Performance is granted:		
		 1.0 Roadworks: 1.1 Confirmation of all horizontal and vertical design information. Any deviation for "Issued for Construction" design is to be surveyed and/or noted to allow for updating of "As Constructed" drawing submission; 1.2 Location and width of driveway locations to the closet lot line; and 1.3 If there is NOT a Storm Sewer (drainage) plan, location (x,y) and rim elevation of catchbasins to be provided as part of the Roadworks As Constructed information submission. 		
		 2.0 Storm Sewer: 2.1 Offset of Storm Sewer Main to Property Line confirmed; 2.2 Storm pipe material type and diameter confirmed; 2.3 Manhole information - Location (x,y), diameter, rim elevation; 2.4 Service locations (inspection chambers) dimensioned to the closet lot line, diameter, elevation at property line; 2.5 For service locations that are not perpendicular to main, provide adequate information to allow for drafting of service. (i.e., 'y' location from downstream manhole, as well as dimension to closet lot line at property line); 2.6 Catch basin locations (x,y), rim elevation. Sufficient catchbasin lead information to be supplied to allow drafting of information; 2.7 Lawn drain locations (x,y), rim elevation, diameter and depth. Sufficient lawn basin information to be supplied to allow drafting of information; and 2.8 Storm Main inverts to be confirmed. Inside and outside 		

	drops to be noted.
3.0	Sanitary Sewer:
3.1	Offset of Sanitary Sewer main to property line confirmed;
3.2 3.3	Sanitary pipe material type and diameter confirmed; Manhole information: location (x,y), diameter, rim
3.4	elevation; Service locations (inspection chambers) dimensioned to closet lot line, diameter, elevation at property line;
3.5	For service locations that are not perpendicular to the main, provide adequate information to allow for drafting of service. (i.e., 'y' location downstream manhole, as well as dimension to closet lot line at property line);
3.6	For Sanitary Forcemains, adequate information to be provided to allow for drafting of information (i.e., locations (x,y,z) of any significant horizontal and/or vertical bends or deflections); and
3.7	Sanitary main inverts to be confirmed.
4.0	<u>Waterworks:</u>
4.1 4.2 4.3 4.4 4.5 4.6 4.7 5.0	Offset of Watermain to property line confirmed; Main material type and diameter confirmed; Service locations dimensioned to closet lot line, diameter, depth at property line; Service locations that are not perpendicular to main, provide adequate information to allow for drafting of service (ie. dimension at main from closet fitting, as well as dimension to closet lot line at property line); Location (x,y) of Main intersections (bends, tees, crosses); Location (x,y) of Hydrants; Location (x,y,z) of vertical bends and deflections Streetlighting/Traffic Signals:
5.1 5.2 5.3 5.4	Offset of conduit to property line confirmed; Location (x,y) of streetlight and traffic signal bases; Location (x,y) of conduit stub ends; and Location (x,y) of junction boxes
6.0	Other:
6.1	Location and elevation (x,y,z) of any significant ground features (retaining wall location and height, edge of brick decks, start and end points of guard rails, CMB's etc.); Street sign locations (x,y) and sign type; and
6.3	All drawings in the "Issued for Construction" set are to be confirmed as "constructed" (i.e., planting, irrigation, retaining walls etc.). Any deviation from the original design is to be noted with adequate information to allow for drafting of "As Constructed" drawings.

01 33 01	Project Record	Add 1.10 as follows:
	Documents	Prior to release of all deficiency holdbacks, the <i>Contractor</i> shall submit to the consultant a deficiency completion report(s), confirming that the deficiencies have been rectified, verified by photo evidence and a date completed.
		After the deficiency report(s) has been submitted, the <i>Contract Administrator</i> will inspect for final acceptance.
01 55 00	Traffic Control, Vehicle Access	Delete SS 1.5.1 and replace it with the following:
	and Parking	Payment for all work performed under this Section will be on a Lump Sum basis unless noted otherwise in the Schedule of Quantities and Prices. Payment shall be 10% upon preparing TMP's, securing permits and erecting traffic control devices; 80% distributed in monthly Progress Payments for traffic control persons and related control devices; and 10% upon Substantial Performance.
03 40 01	Precast Concrete	Delete 1.4.6 and replace it with the following:
	Concrete	Payment for concrete wheel stops will be made for supply and installation of each item as shown on the <i>Contract Drawings</i> and specified in the <i>Schedule of Quantities and Prices</i> .
26 05 34 S	Conduit for Communication	Delete 1.3.1 and replace it with the following:
	Network	Payment for the electric vehicle conduit will be made as lineal metre. All specifications for Section 26 05 34 S shall apply to this work.
31 24 13	Roadway Excavation,	Change wording to read "three classes" of excavation and add 1.3.1.3 as follows:
	Embankment and Compaction	Mass Excavation: Removal and disposal at an approved location off-site of surface concrete structures and walks, curbs, gutters, retaining walls, asphalt pavement, driveway removals, manholes, catchbasins, pipes, culverts, end-walls, and any other structures on surface or underground specifically designated, or required as shown, on the <i>Contract Drawings</i> for removal. Mass Excavation includes any required saw cutting of asphalt or concrete.
31 24 13	Roadway Excavation,	Delete SS 1.8.5.1 and SS 1.8.5.2 and replace them with the following:
	Embankment and Compaction	In all areas where volumes of excavation cannot be calculated by cross-sections, the following truck volumes will be used at the discretion of the <i>Contract Administrator</i> :

	T	Tandana Duman Turala - 5.7 aukia masha
		Tandem Dump Truck = 5.7 cubic metreTrailer Pup = 4.2 cubic metre
		Truck & Transfer = 17 cubic metre
		- Truck & Transfer - 17 cubic metre
32 17 23	Painted	Append the following to 1.5.3:
	Pavement	
	Markings	The lump sum payment item for the <u>optional</u> painted
		thermoplastic pavement marking works in the Schedule of
		Quantities is to provide an optional alternative approach where all pavement markings shown on <i>Contract Drawings</i> are
		thermoplastic (i.e., no painted pavement markings) instead of
		a combination of painted and thermoplastic.
		The cost for the optional work shall include all <u>additional</u> costs
		to complete the pavement markings as thermoplastic. If the
		thermoplastic option is approved, Items 32.08 and 32.09 would
		both be paid.
32 92 01	Planting of	Add 1.9.3 as follows:
	Trees, Shrubs &	Payment for root barriers shall be as lineal metres. Root
	Ground Cover	barrier shall be 450mm Deep Root UB18 or approved
		equivalent.
33 42 13	Pipe Culvert	Append the following to 1.5.3:
		Payment for the headwall (Pro-Eco-lite Series 1.5 or approved
		equivalent) will be made in lump sum.
33 44 01	Manholes and Catchbasins	Delete 1.5.1.2 and replace it with the following:
	Catchibasins	Payment for manhole riser sections of standard or non-
		standard heights will be made for manhole riser components
		required to complete manhole installation from specified invert
		to finishing level. Payment includes all manhole risers and necessary work as shown on the <i>Contract Drawings</i> or
		Standard Detail Drawings and specified in the Schedule of
		Quantities and Prices. Measurements for the riser section will
		be made from the top of the manhole base to the underside of
		the manhole lid.
33 44 01	Manholes and	Add 1.5.7 as follows:
	Catchbasins	Payment for the oil intercenter /Langley Concrete Type II as
		Payment for the oil interceptor (Langley Concrete Type II or approved equivalent) will be made in lump sum for complete
		supply and installation of the oil interceptor facility as shown
		and required on the Contract Drawings and specified in the
		Schedule of Quantities and Prices. Payment includes riser
		sections, lid, cover access points, and all incidental works.

OPT1	Optional Work	Due to the ongoing pandemic, the City may allow the Contractor to complete both Phase 1 and Phase 2 at the same time as the Community Centre may not be in use by the public. Tenderers are to provide an adjustment price if the work would be permitted to be completed all at the same time.

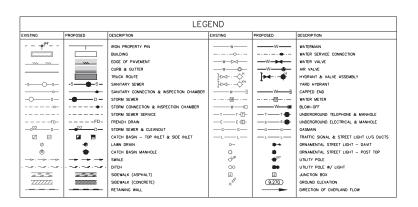
SCHEDULE B - APPENDIX 2-A CONTRACT DRAWINGS - (PROJECT)

CITY OF SURREY

13450 - 104 AVENUE, SURREY, BC, CANADA V3T 1V8

BRIDGEVIEW COMMUNITY CENTRE PARKING LOT REHABILITATION

ISSUED FOR QUOTATION



DRAWING INDEX					
DRAWING TYPE	DRAWING DESCRIPTION	DWG #	SHEET #		
COVER SHEET, DRAWING INDEX	BRIDGEVIEW	19-0690-C	0		
GENERAL NOTES	BRIDGEVIEW	19-0690-N1	1		
SITE GRADING	BRIDGEVIEW	19-0690-G1	2		
SITE SERVICING	BRIDGEVIEW	19-0690-SS1	3		
PAVEMENT MARKING	BRIDGEVIEW	19-0690-PM1	4		
EROSION AND SEDIMENT CONTROL PLAN STAGE 1	BRIDGEVIEW	19-0690-ESC2-1	5		
EROSION AND SEDIMENT CONTROL PLAN STAGE 2	BRIDGEVIEW	19-0690-ESC2-2	6		
EROSION AND SEDIMENT CONTROL PLAN STAGE 3	BRIDGEVIEW	19-0690-ESC2-3	7		



R.F. BINNIE & ASSOCIATES LTD.
314-9440 202 Street
Langley, BC V1M 4A6
TEL 604 574 3336
BINNIE.com

GENERAL NOTES

- FOR THE PURPOSE OF CONSTRUCTION AND ACCOUNTABILITY THE CONTRACTOR MUST ADVISE THE SURREY CITY INSPECTOR, IN WRITING, WHICH OF THE CITY NOTES IS GOING TO BE THE RESPONSIBILITY OF THE CONTRACTOR'S CONTRACTOR.
- 2. CONSTRUCTION IS TO BE IN ACCORDANCE, WITH THE CITY OF SURREY HOWNEY AND TRAFFIC BYAM NO. 100.70, SURDIVISION BYAW NO. 8830 AND THE APPLICABLE MUNICIPAL MASTER SPECIFICATIONS AND STRANDARD DETAIL DRAWNICS, CITY OF SURREY STANDARD CONSTRUCTION DOCUMENTS, SUPPLEMENTARY SPECIFICATIONS & STANDARD DRAWNIGS AND CITY DESIGN CRITERY.
- 3. TRAFTIC CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR MAN THE CONTROLOR SHALL COMPLY WITH SECTION 52 OF THE MOUSTRIAL HEALTH AND SAFETY REGULATIONS OF THE MOVERERS COMPLESS AND THE INSTRUCTIONS DUTLINED ON THE CITY RODA DIA MORTH-OF-WAY PERMIT AND TRAFTIC OBSTRUCTION PERMIT SEEDE BY THE CITY THE CONTRACTOR IS TO HAVE, ON SITE, A COPY OF THE CURRENT TEXT. TRAFTIC CONTROL MANUAL FOR WORK ON ROADWAYS" AS PUBLISHED BY THE MINISTRY OF TRAMSPORTATION AND IMPRASTRUCTURE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CITY PERMITS FOR WORK WITHIN THI CITY ROAD ALLOWANCE.
- 5. WHER UTILITY OR SERVICE CROSSNOS ARE REQUIRED ACROSS ENSINE PAPARLINETS, ON INDERFORMOUS METHOD OF INSTALLATION IS REQUIRED MALESS SPECIAL APPROVAL IS GIVEN FROM THE CUTY FOR AN OPERATION. ALL EXISTING PAPEARINIS, BOULEVARDS, DRIVEWAYS, ETC., ARE TO BE REINSTATED TO ORIGINAL OR BETTER CONDITION AND IN ACCORDANCE WITH CITY SPECIFICATIONS AND THE PAPARENT CUT POLICY.
- 6. SURPEY'S ISA MONAMENTIS) ARE TO BE PROTICTIO AND SHOULD HEY REQUIRE RASING OR ELOCATING, HE CONTRACTOR MLL NOTIFY SURPEY'S SURVEY DEPARTMENT ALEST THESE WORKING DAYS IN ADVANCE OF SCHEDUING WORK AFFECTION THEM AN SAM MONAMENT SHALL BE CONSIDERED TO BE DISTURBED OR DESTROYED, BY THE CONTRACTOR, IF THE CONSTRUCTION FOR THE PROJECT.
- LOWERS THE GRADE OF THE ROAD AT THE LOCATION OF AN ISA MONUMENT(S),
- (2) RAISES THE GRADE OF THE ROAD AT THE LOCATION OF AN ISA MONUMENT(S), OR
- (3) INSTALLS ANY UNDERGROUND UTILITIES (INCLUDING BC GAS, BC HYDRO, BC TELEPHORE, GYRD WATER/SANITARY SEWER/OR DRAINAGE ETC.) WITHIN 1.500 METRE RADIUS OF THE ISA MONUMENT(S).
- THE CITY WILL INVOICE THE CONTRACTOR A NON REFUNDABLE FLAT RATE FEE OF \$1,890.00 FOR EACH ISA MONUMENT DISTURBED OR DESTROYED.
- ALL STREET, TRAFFIC, AND ADVISORY SIGNS, PAVEMENT MARKINGS AND NO-POST GUARDRAILS REQUIRED BUT NOT NECESSARILY SHOWN ON THE DRAWINGS, SHALL BE INSTALLED BY THE CITY AT THE CONTRACTOR'S COST.
- WHERE INFILLING OF EXISTING DITCHES IS REQUIRED OR WHERE SERVICES ARE CONSTRUCTED IN A FILL SECTION, FILL MATERIAL IS TO BE IN ACCORDANCE WITH CITY SPECIFICATIONS AND IS TO BE COMPACTED TO 95 % OF MODIFIED PROCTOR DENSITY.
- DRIVEWAY BOULEVARD CROSSINGS TO EACH OF THE PROPOSED LOTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY STANDARD DRAWINGS.
- 10. RESDENTS DIRECTLY AFFECTED BY CONSTRUCTION OF THIS PROJECT MUST SE COUNT HAS HOUSE MITTEN NOTICE OF THE PROPOSED START OF CONSTRUCTION. HE CONTRACTOR WILL REQUIRE MITTEN AUTHORIZATION FROM A PRIVATE PROPERTY OWNER, WITH A COPY TO THE CITY, PROFIT OF ANY STATEY VIOLE PROPERTY AND A WRITTEN RELEASE, FROM THE PROPERTY OWNER, WHEN COMPILED.
- 11. WEEN MATINE STIC GRANULAR BACKFILL IS PROPOSED FOR USE IN TERCHORES THE CONTRACTOR SHALL EMPLOY A PROFESSIONAL ENGINEER WITH EXPERIENCE IN CONTRACTOR CONTRACTOR CONTRACTOR OF THE PROFESSIONAL ENGINEER HAS THE PROPERDIGHT AND SHEVE TESTING. SELECTION OF THE PROFESSIONAL ENGINEER AND USE OF THE STIE MATERIAL IS TO BE APPROVED BY THE CITY. THE STEM MATERIAL HIST FALL WITHIN OF THE GRANULAR BACKFILL MATERIAL SPECIFICATIONS. RIVER SAND IS NOT ACCEPTABLE AS TRENCH BACKFILL MATERIAL.

This drawing must not be reproduced without the written permission of R.F. Binnie & Associates Ltd

DATE

- 12. THE CONTRACTOR SHALL FACULTATE AND SUPPLY ALL
 NECESSARY SEAFTE FEQUIPMENT REQUIRED UNDER THE
 WIGH REQUIATIONS FOR THE CITY OR ITS
 REPRESENTATIVES OR THE EMPORER OF RECORD TO
 INSPECT THE SANTARY SEMER AND STORM SEMER
 SYSTEMS. THE COUPPAINT SHALL BE SUPPLIED UNTIL
 SUCH THE AS A CERTIFICATE OF COMPLETION IS ISSUED
 BY THE CITY.
- 13. CONTRACTOR IS TO VERIFY THE LOCATION AND ELEVATION OF ALL PIPES, OR OTHER UTILITY CROSSINGS, PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF RECORD OF ANY CONFLICTS
- 14. THE "SURREY TREE PROTECTION BYLAW, 2006 NO. 16100" REQUIRES THAT A CUTTING PERMIT BE OBTAINED BEFORE ANY TREES ARE REMOVED FROM THE SITE. OTHER PROVISIONS OF THE BYLAW MAY ALSO BE APPLICABLE.

CITY STANDARD ROADWORK

- EXISTING VALVE BOXES, MANHOLES, ETC. WITHIN THE ROAD ALLOWANCE MUST BE ADJUSTED TO SUIT THE PROPOSED FINISHED GRADE.
- ALL LOOSE, ORGANIC, OTHERWISE DELETERIOUS MATERIALS OR SOFT SPOT(S) ARE TO BE EXCAVATED AND REMOVED FROM THE ROADWAY AND UTILITY TRENCHES IN THE ROADWAY AS DIRECTED BY THE CONTRACT ADMINISTRATOR OR THE CITY.

CITY STORM SEWER NOTES

- ALL SERVICE CONNECTIONS SHALL BE MADE TO THE MAIN WHEREVER POSSIBLE. SHOULD A CONNECTION HAVE TO BE MADE TO A MANHOLE, THE CONNECTION INVERT SHALL BE AT THE SAME ELEVATION AS THE CROWN OF THE HIGHEST SEWER MAIN.
- ALL MANHOLES ARE TO BE A MINIMUM OF 1050mm DIAMETER UNLESS OTHERWISE NOTED.
- ALL STORM SEWER SERVICE CONNECTIONS ARE TO BE A MINIMUM 150mm DIAMETER, UNLESS OTHERWISE NOTED.
- ALL GRANULAR PIPE BEDDING SHALL BE EITHER TYPE OR TYPE 2 ONLY AS PER THE CITY SPECIFICATIONS.
- 5. MR10 OR METER BOX IS REQUIRED WHEN STORM INSPECTION CHAMBERS ARE LOCATED WITHIN THE TRAVELED AREA OR 2.0m OF THE DRIVEWAY AS PER SSD-G.1.1 (TYP.)
- 6. TESTING TO BE COMPLETED TO LATEST CITY OF SURREY AND MMCD SPECIFICATIONS AT THE CONTRACTORS FYDENSE

PARKS/CITY TREE NOTES:

- CONTRACTOR TO COORDINATE WITH CONTRACT ADMINISTRATOR FOR ARBORIST SUPERVISION AND INSPECTION. ARBORIST SERVICES TO BE PROVIDED BY CONTRACT ADMINISTRATOR.
- PRIOR TO LAND CLEARING, TREE BARRIERS (SSD-PKS005) ARE REQUIRED FOR ALL SIXTING AND ANY FULINE CITY TREES, BARRIERS MUST BE INSPECTED AND APPROVED PRIOR TO WORKS IN THOSE AREAS COMMENCING, BARRIERS TO BE MAINTAINED UNTIL ALL WORKS IN THE AREA ARE COMPLETE.
- NO CUTS OR FILL PERMITTED IN THE CRITICAL ROOT ZONE OF RETAINED TREES, WITHOUT PRE-APPROVAL BY ARBORIST.
- NO TREES, PARTS OF TREES OR VEGETATION ARE TO BE REMOVED FROM FUTURE OR EXISTING PARKLAND WITHOUT PRE-APPROVAL BY PARKS.
- 5. SUPERVISION BY A CONSULTING ARBORIST WILL BE REQUIRED DURING ANY ACTIVITIES IN CLOSE PROXIMITY TO THE TIP OF CITY TREES, FOLLOW UP REPORTS/ARBORIST SIGN OFF REQUIRED FOR MAY ARBORIST SUPERVISED ACTIVITIES AND ARE TO BE SENT TO PARK'S AND ENGINEERING.
- ANY PRUNING REQUIRED TO RETAIN TREES, TO OPEN SIGHTLINES, PROVIDE CLEARANCE FOR MACHINES OR EQUIPMENT, REMOVAL OF HAZARDOUS LIMBS ETC., WILL BE DONE UNDER THE GUIDANCE OF AN ISA CERTIFIED ARBORIST.
- ENSURE ALL CITY TREES ARE PROTECTED AND RESPECTED DURING CONSTRUCTION - NO STORAGE OF EQUIPMENT, MATERIALS, SPOIL, VEHICLES ETC. IS PERMITTED WITHIN 3m OF ANY CITY TREE.
- PARKS TO INSPECT RETAINED CITY TREES AND PARKLAND WITH LAND DEVELOPMENT'S FINAL INSPECTIONS

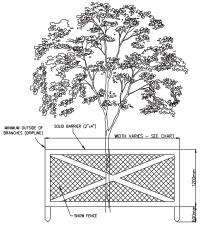
ENGINEER'S CERTIFICATION

I. JON BEIDLE, PROFESSIONAL ENGINEER, IN COOD
STANDING IN AND FOR THE PROWINGE OF BRITISH COLUMBIA,
HEREBY CERTIFY THAT THE WORKS AS HEREBY SET OUT ON
HE ATTACHED DEARMINGS HAVE BEEN DESIGNED TO COOD
ENGINEERING STANDARDS AND IN ACCORDANCE WITH THE
LITEST EDITION OF THE CITY OF SURFEY DESIGN CHITERIA
MANUAL, THE MASTER HUMOFIAL CONSTRUCTION DOCUMENTS
(MICHO), AND THE CITY OF SURFEY STANDARD
CONSTRUCTION DOCUMENTS (CONTRAL CONDITIONS,
SUPPLEMENTARY SECONDATIONS)
SUPPLEMENTARY SECONDATIONS
SUPPLEMENTARY

2020/05/04 Buill

THE ENGINEERING DEPARTMENT ACKNOWLEDGES THE RECEIPT OF THE ATTACHED PLANS WHICH MAY PROCEED TO CONSTRUCTION PROVIDED PAYMENTS ARE PROCESSED TO THE SATISFACTION OF THE GENERAL MANAGER OF ENGINEERING.

DATE SIGNATURE



TREE PROTECTION FENCING DETAIL

MINIMUM PROTECTION REQUIRED ARQUIND TREE
20cm/8in 1.2m 2.6m 25cm/10in 1.5m 3.25m 30cm/12in 1.8m 3.39m 35cm/14in 2.1m 4.55m 40cm/16in 2.4m 5.2m 45cm/18in 3.0m 6.5m
50cm/20in 3.3m 7.15m 55cm/22in 3.6m 7.8m 60cm/24in 4.5m 9.75m 75cm/30in 5.0m 10.9m 90cm/35in 6.0m 13.0m

NOTES:

- CONTRACTOR TO COORDINATE WITH CONTRACT ADMINISTRATOR FOR ARBORIST SUPERVISION AND INSPECTION, ARBORIST SERVICES TO BE PROVIDED BY CONTRACT ADMINISTRATOR.
- A PROTECTIVE BARRIER MUST BE INSTALLED AROUND EVERY TREE TO BE RETAINED PRIOR TO THE WORK COMMENCING ONSITE, AND THAT BARRIER MUST REMAIN INTACT UNTIL THE DIRECTOR HAS AUTHORIZED ITS DELOWS.
- THE PROTECTIVE BARRIER MUST BE CONSTRUCTED OF SNOW FENCE FASTENED SECURELY TO A STURDY WOODEN FRAME OR PLYMOOD.
- ANY EXCAVATION ADJACENT TO THE PROTECTIVE BARRIER MUST BE DONE BY HAND.
- MAINTENANCE OF TREES THAT ARE TO REMAIN MUST INCLUDE WATERING BUT WILL NOT INCLUDE ANY CUTTING OR PRUNING OF BRANCHES OR ROOTS UNLESS APPROVED BY THE ARBORIST.
- NO DUMPING OR STOCKPILING WITHIN TREE PROTECTION BARRIER.
- 7. INSPECT BARRIER WEEKLY AND REPAIR AS NEEDED.

ISSUED FOR QUOTATION



R.F. BINNIE & ASSOCIATES LTD.
314-9440 202 Street
Langley, BC V1M 4A6
TEL 604 574 3336
BINNIE.com

CLIENT CITY OF SURREY

13450 - 104 Avenue, Surrey, BC, Canada V3T 1V8

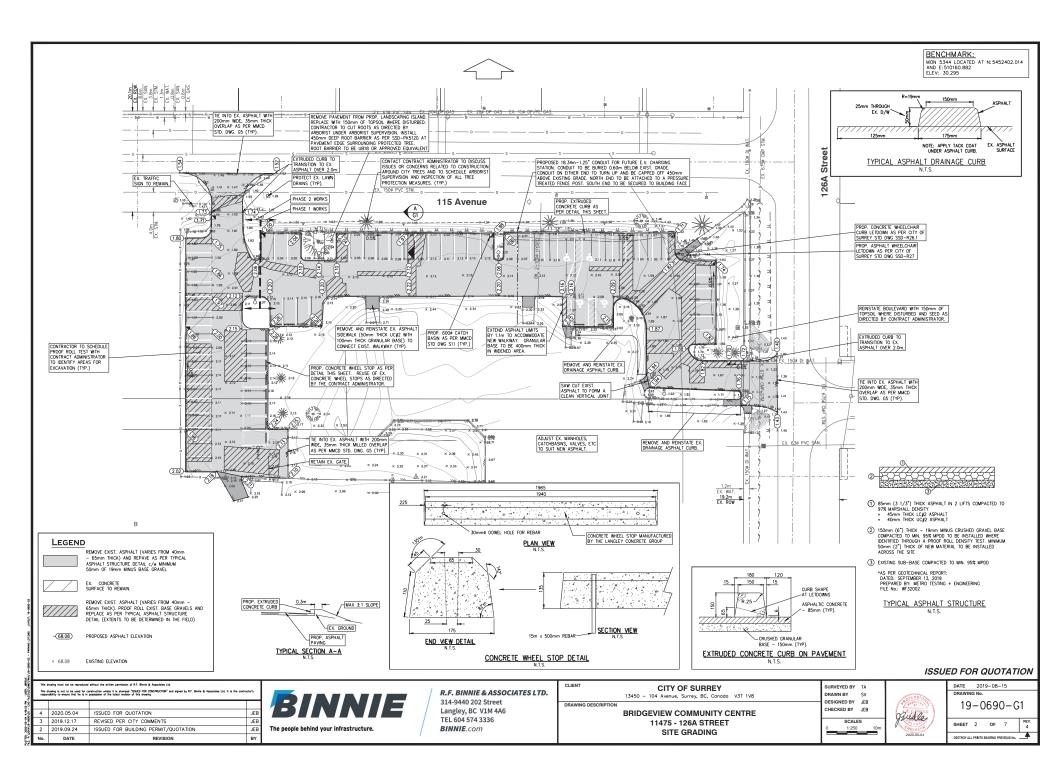
DRAWING DESCRIPTION

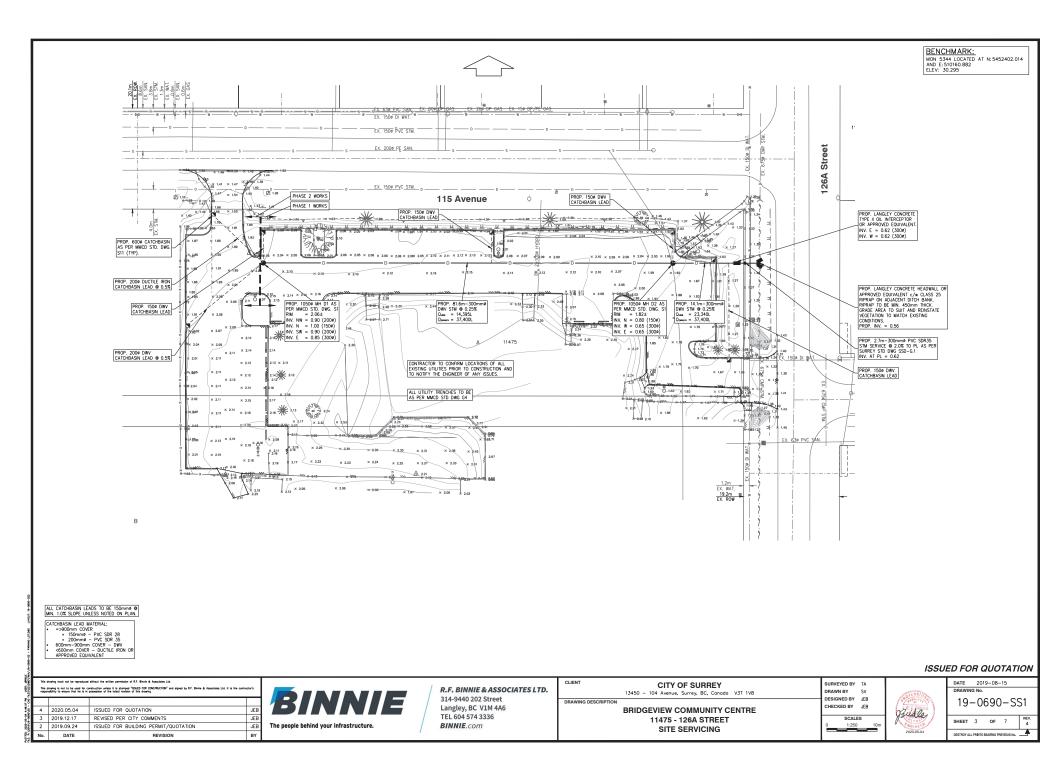
BRIDGEVIEW COMMUNITY CENTRE 11475 - 126A STREET GENERAL NOTES SURVEYED BY TA
DRAWN BY SV
DESIGNED BY JEB
CHECKED BY JEB

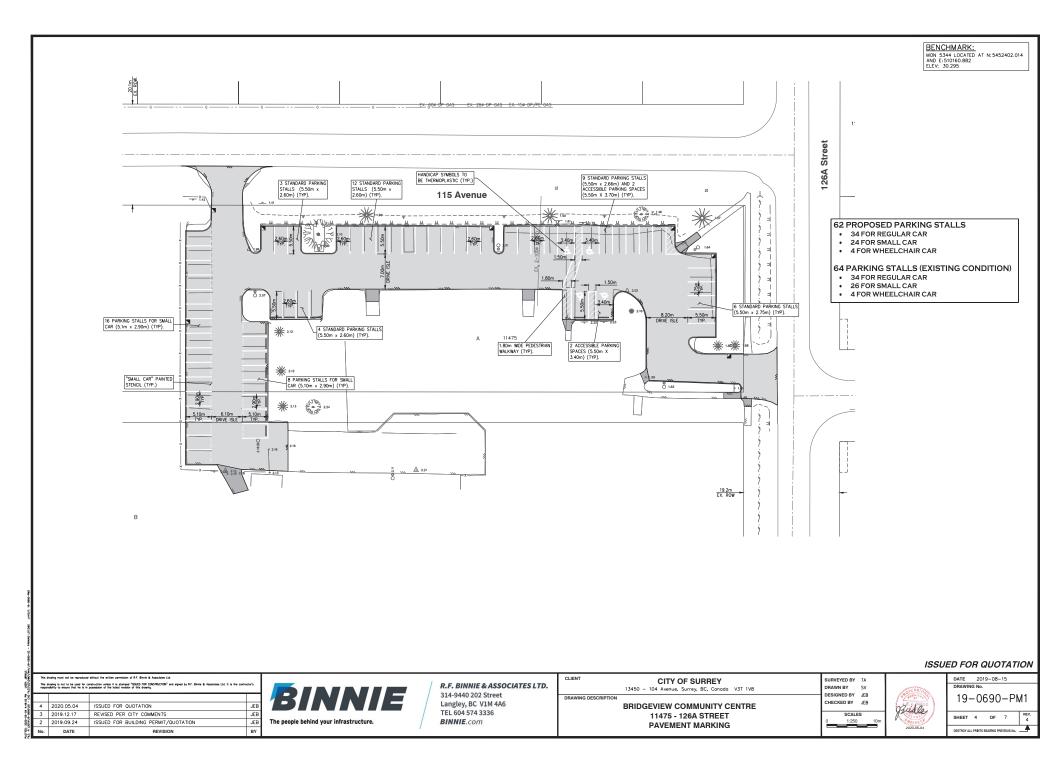
SCALES
0 1.250 10m

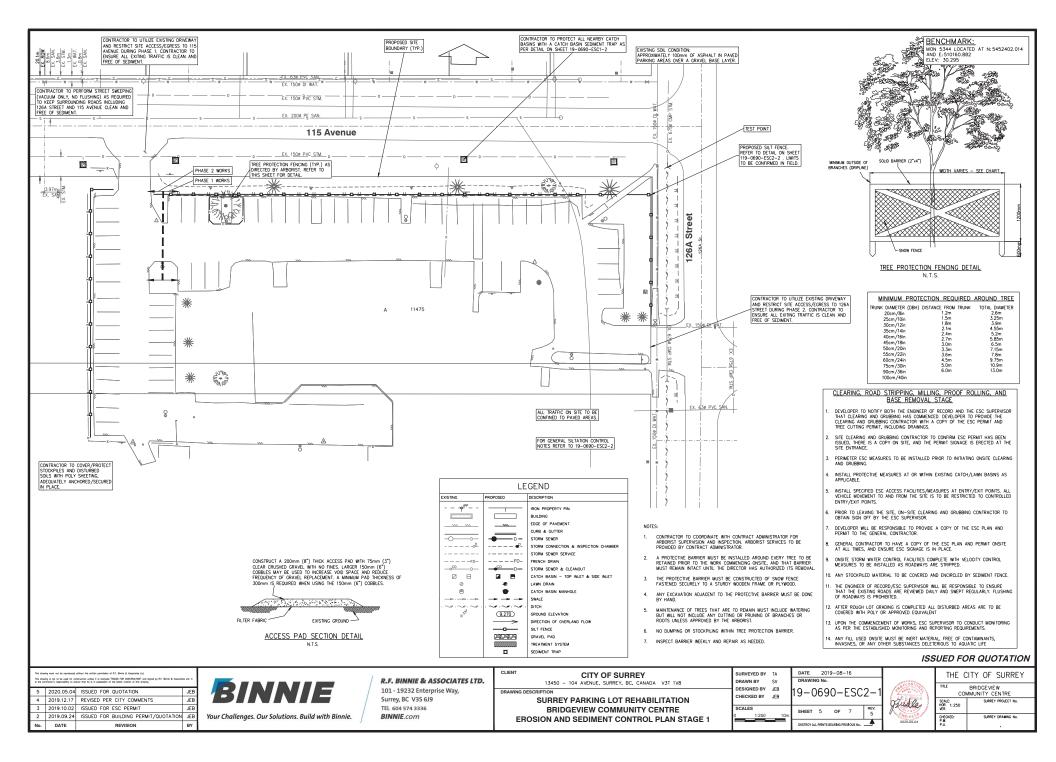


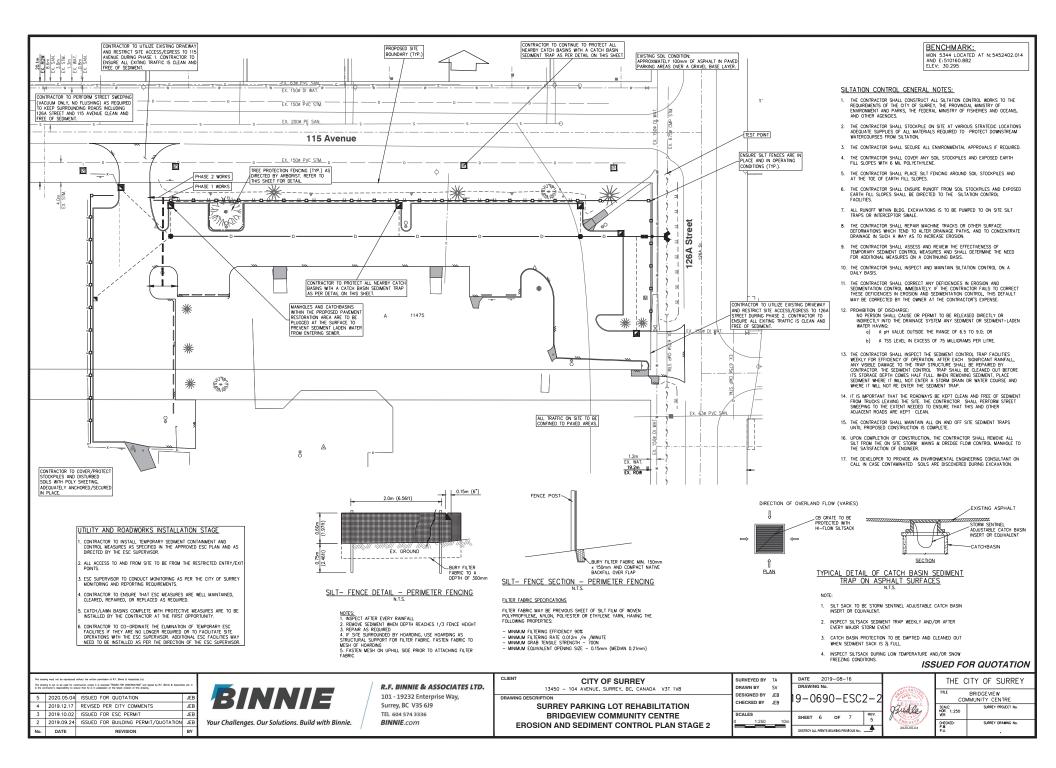
DATE 2018-03-02	
DATE 2016-03-02	
DRAWING No.	
19-0690-N1	
SHEET 1 OF 7 REV.	
DESTROY ALL PRINTS BEARING PREVIOUS No	

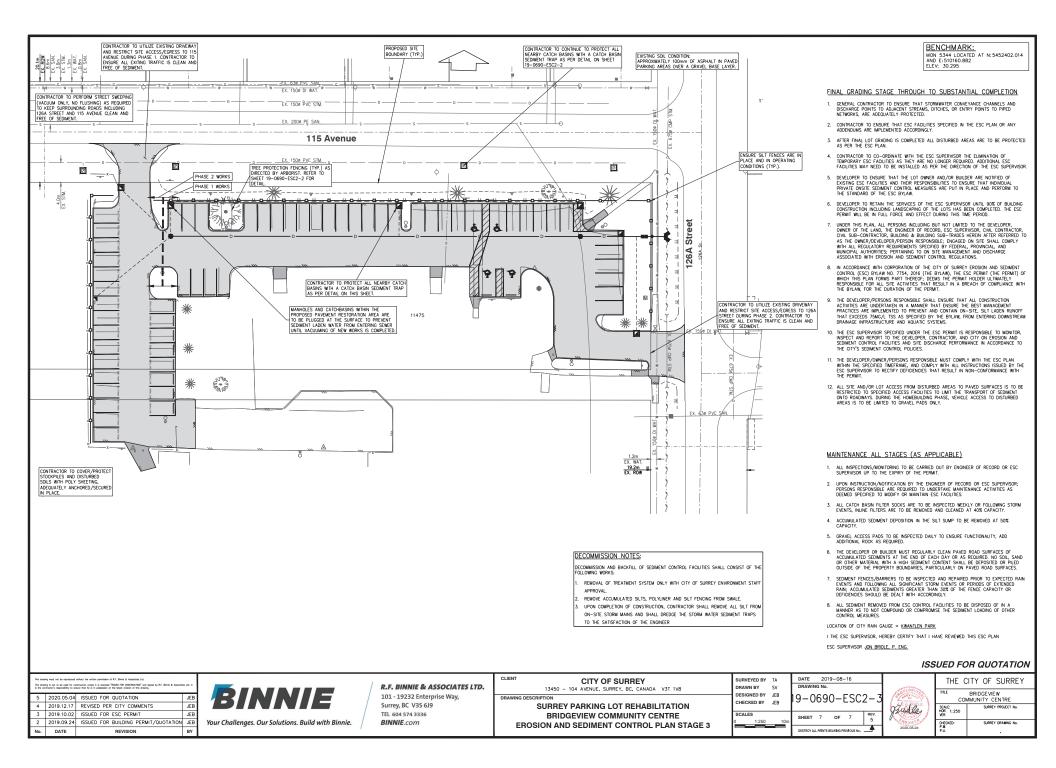












SCHEDULE B APPENDICES 3 THROUGH 7

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

Appendix 3 Schedule of Prices Appendix 4 Construction Schedule

Appendix 5 Key Personnel, Sub-Contractors, and Material Suppliers

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

Appendix 6 Prime Contractor Designation

Appendix 7 Contractor Health & Safety Expectations (Responsibility of Contractor(s))



SCHEDULE C - FORM OF QUOTATION

RFQ T	itle: Bridgeview Co	mmunity Center – Parking Lot Rehabilitation and Upgrades
RFQ N	lo: 1220-040-2020-	040
Legal N	lame of Contractor:	
Contac	t Person and Title:	
Busine	ss Address:	
Busine	ss Telephone:	
Busine	ss Fax:	
Busine	ss E-Mail Address:	
TO:		
City Re	epresentative: Richa	rd D. Oppelt, Manager, Procurement Services
Addres	es: City o	f Surrey, Surrey City Hall
Email f	or PDF Files: purch	asing@surrey.ca
1.	(a) the Contract;(b) the RFQ; and	
2.	Capitalized terms us them in the Contracterms, conditions, re	ed and not defined in this Quotation will have the meanings given to t and RFQ. Except as specifically modified by this Quotation, all presentations, warranties and covenants as set out in the Contract in full force and effect.
3.		the sample Contract (Schedule B). If requested by the City, I/we to enter into the sample Contract, amended by the following y):
	Section	Requested Departure(s) / Alternative(s)

4.		City requires that the successful Contractor have the following in place before ding the Work :
	(a)	<u>Workers' Compensation</u> Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
	(b)	Workers' Compensation Registration Number; Prime Contractor qualified coordinator is Name:
		and Contact Number:;
	(c)	Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca . search Standard Certificate of Insurance ;
	(d) (e)	City of Surrey or Intermunicipal <u>Business License</u> : Number; If the Contractor's goods and services are subject to GST, the Contractor's <u>GST</u>
	(f)	Number is; and If the Contractor is a company, the <u>company name</u> indicated above is <u>registered</u> with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number
		the date of this Quotation, we advise that we have the ability to meet all of the requirements except as follows (list, if any):
	Section	on Requested Departure(s) / Alternative(s)
		on Requested Departure(s) / Alternative(s)
		Nequested Departure(s) / Alternative(s)
5.	this Q	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of guotation will not form part of the Contract unless and until the City agrees to them sing by initialing or otherwise specifically consenting in writing to be bound by any of
	this Q in writ them.	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of guotation will not form part of the Contract unless and until the City agrees to them sing by initialing or otherwise specifically consenting in writing to be bound by any of
	this Q in writ them. ges and	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of the departure of the Contract unless and until the City agrees to them be initially or otherwise specifically consenting in writing to be bound by any of
<u>Chan</u>	this Q in writ them. ges and	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of the departure of the Contract unless and until the City agrees to them sing by initialing or otherwise specifically consenting in writing to be bound by any of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departure in the departures it has requested in Sections 3 and 4 of the departure in the departure i
<u>Chan</u>	this Q in writ them. ges and	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of the departure of the Contract unless and until the City agrees to them sing by initialing or otherwise specifically consenting in writing to be bound by any of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departure in the departures it has requested in Sections 3 and 4 of the departure in the departure i
<u>Chan</u>	this Q in writ them. ges and In add I/We I by the	Contractor acknowledges that the departures it has requested in Sections 3 and 4 of the departure of the Contract unless and until the City agrees to them sing by initialing or otherwise specifically consenting in writing to be bound by any of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departures it has requested in Sections 3 and 4 of the departure in the departures it has requested in Sections 3 and 4 of the departure in the departure i

Requested Departure(s) / Alternative(s)		

Fees and Payments

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

F.O.B. Destination	Payment Terms: A cash discount of% will be allowed if invoices are paid within days, or the day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Section	Title	Amount
DIV 01	GENERAL REQUIREMENTS	\$
DIV 03	CONCRETE	\$
DIV 26	ELECTRICAL	\$
DIV 31	EARTHWORK	\$
DIV 32	ROADS AND SITE IMPROVEMENTS	\$
DIV 33	UTILITIES	\$
OPT1	OPTIONAL WORK	\$
	Subtotal:	\$
CURRENCY: Canadian	GST (5%):	\$
	TOTAL QUOTATION PRICE:	\$

Schedule of Quantities for Bridgeview Community Centre

Item No.	Section	Specification Title		Quantit y	Unit Price	Amount
DI	V 01	GENERAL REQUIREMENTS				
	01 55 00	Traffic Control, Vehicle Access and Parking				
1.01	SS 1.5.1	Traffic Control, Vehicle Access and Parking - Bridgeview Community Centre	LS	1	\$	\$
	01 57 01	Environmental Protection				
1.02	SS 1.6.1	Erosion and Sediment Control - Bridgeview Community Centre	LS	1	\$	\$
יום	V 03	CONCRETE				
	03 30 20	Concrete Walks, Curbs and Gutters				
3.01	SS 1.4.3	Extruded Concrete Curb	m	236	\$	\$
	03 40 01	Precast Concrete				
3.02	SSP 1.4.6	Concrete Wheel Stop	ea	15	\$	\$
יום	V 26	ELECTRICAL				
	26 05 34 S	Conduits for Communication Network				
26.01	SSP 1.3.1	E.V. Charing Conduit	m	19	\$	\$
DI	V 31	EARTHWORK				
	31 24 13	Roadway Excavation, Embankment and Compaction				
31.01	SS 1.8.4	Mass Excavation and Removal - Bridgeview Community Centre	LS	1	\$	\$
31.02	SSP 1.8.5	Common Excavation - Off-Site Disposal	cu.m	248	\$	\$
	31 37 10	Riprap				
31.03	1.4.1	Uniform Riprap at Headwall Class 25 (450mm)	tonne	2	\$	\$
DI	V 32	ROADS AND SITE IMPROVEMENT	S			
	32 01 16.7	Cold Milling				
32.01	1.5.1	Surface Milling 35mm Thick (for Overlap Joint Areas)	sq.m	10	\$	\$
	32 11 23	Granular Base				
32.02	1.4.2	19mm Minus Crushed Granular Base	tonne	549	\$	\$
	32 12 13.1	Asphalt Tack Coat				
32.03	1.5.1	Asphalt Tack Coat - Emulsified Asphalt	sq.m	2,514	\$	\$
	32 12 16	Hot-Mix Asphalt Concrete Paving				

Item No.	Section	Specification Title	Unit	Quantit y	Unit Price	Amount
32.04	1.5.1	Asphalt Concrete Pavement Lower Course #2, 45mm Thick	tonne	275	\$	\$
32.05	1.5.1	Asphalt Concrete Pavement Upper Course #2, 40mm Thick	tonne	245	\$	\$
32.06	1.5.3	Asphalt Walk and Ramp Upper Course #2, 50mm Thick	sq.m	58	\$	\$
32.07	SS 1.5.4	Asphalt Extruded Curb 50mm High	m	56	\$	\$
	32 17 23	Painted Pavement Markings				
32.08	SSP 1.5.3	Permanent Pavement Markings - Bridgeview Community Centre As per <i>Contract Drawings</i>	LS	1	\$	\$
32.09	SSP 1.5.3	All Thermoplastic Pavement Markings – Bridgeview Community Centre Optional Work	LS	1	\$	\$
	32 91 21	Topsoil and Finish Grading				
32.10	1.4.1	Imported Topsoil 150mm Thick	sq.m	620	\$	\$
	32 92 19	Hydraulic Seeding				
32.11	1.8.1	Hydraulic Seeding	sq.m	620	\$	\$
	32 93 01	Planting of Trees, Shrubs & Ground Cover				
32.12	SSP 1.9.3	450mm Root Barrier	m	18	\$	\$
DI	V 33	UTILITIES				
	33 01 30.1	CCTV Inspection of Pipelines				
33.01	1.5.6	Post-construction CCTV Inspection of Storm Main – Bridgeview Community Centre	LS	1	\$	\$
	33 40 01	Storm Sewers				
33.02	1.6.01	Drainage Pipe (PVC DVW, 200mm dia., All Depth, Imported Backfill)	m	83	\$	\$
33.03	1.6.01	Drainage Pipe (PVC DVW, 300mm dia., All Depth, Imported Backfill)	m	15	\$	\$
33.04	1.6.03	Drainage Service Connections PVC SDR35, 300mm Dia., All Depth, Imported Backfill	m	3	\$	\$
33.05	1.6.05	Catchbasin Lead PVC DWV, 200mm Dia., All Depth, Imported Backfill	m	39	\$	\$
33.06	1.6.05	Catchbasin Lead (DI, 200mm Dia., All Depth, Imported Backfill)	m	15	\$	\$
	33 42 13	Pipe Culvert				
33.07	SSP 1.5.3	Pro-Eco-lite Standard Headwall Series 1.5 (or approved equivalent) Includes Riprap	LS	1	\$	\$
	33 44 01	Manholes and Catchbasins				
33.08	1.5.1.1	Manhole (1050mm dia, All Depth, Imported Backfill)	ea	2	\$	\$

Item No.	Section	Specification Title	Unit	Quantit y	Unit Price	Amount
33.09	SSP 1.5.1.2	Manhole Riser Section (1050mm Dia.)	vert. m	2	\$	\$
33.10	1.5.2	Catchbasin (Concrete Top Inlet, 600mm dia, All Depth, Imported Backfill) (MMCD S11)		6	\$	\$
33.11	1.5.2	Inspection Chamber - Storm (MMCD S9, S10)	ea	1	\$	\$
33.12	SSP 1.5.7	Oil Interceptor Including Riser Sections, Lids, Cover and Access Points To Langley Concrete Type II or Approved Equivalent)	LS	1	\$	\$
OPT1 OPTIONAL WORKS						
OPT1.0 1	SSP	Price adjustment to complete all works without phasing.	LS	1	\$	\$

N.B.:

All Overhead costs, general conditions and profit are to be included in the above amount(s).

List of Optional Prices:

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

Description of Optional Prices	Addition		Deduction	
OP-1. Price adjustment to com	plete all works without p	hasing		
	\$[]	\$[]
OP-2.	\$[]	\$ []

List of Separate Prices:

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

Description of Separate Price Items	Addition		Deduction	
SP-1. Performance Bond at 50% of tot	al contract value	:		
CCDC 221 (latest Preferred)	\$[1	\$[1

^{1.} The Contractor will provide all labour, materials, equipment and plant and all other relevant services necessary for the performance of the Work as stated in the specifications and drawings, at Bridgeview Community Center - Parking Lot, Surrey, B.C. Place of Work location is at 11475 126a Street, Surrey, British Columbia.

^{2.} The detailed scope of Work is as described on the Contract Drawings (Schedule B - Appendix 2-A), Special Provisions (Schedule B -Appendix 1), and Supplementary Specifications (Project) (Schedule B- Appendix 2).

SP-2. Labour and Material Payment Bo	ond at 50% of to	otal contra	ct value:	
CCDC 222 (latest Preferred)	\$[]	\$[]

Force Account Labour and Equipment Rates:

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

Table 1 – Hourly Labour Rate Schedule For Services:

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

Table 2 – Hourly Equipment Rate Schedule:

No.	Equipment Description (State)	Hourly Equipment Rate
		\$
		\$

Preliminary Construction Schedule:

12.	Contractors should provide a preliminary construction schedule, with major item description
	and time indicating a commitment to perform the Contract within the time specified:

(a)	Commence the Work on or before:	,	and
(b)	Substantial Performance:		

ACTIVITY					SCHE	EDULI	=			
	1	2	3	4	5	6	7	8	9	10
					_					
	3		MIIP							

		II	1 1			
Propo	osed Disposal Site:					
Key I	Personnel & Subcontr	actors:				
13.	Contractors should provide information on the background and experience of all key personnel proposed for the performance of the Work (use the spaces provided and/or attach additional pages, if necessary):					
	Name:					
	Experience: Dates: Project Name: Responsibility:					
14.	Contractors should identify subcontractors, if any, the Contractor intends to use for the performance of the Work, describe the portion of the Work proposed to be subcontracted and a description of the relevant experience of the subcontractor, using a format similar to the following:					
	Subcontractor		Years of	Business Telephone		
	Services	Subcontractor Name	Working with Contractor	Number and Busines Email Address		
		Subcontractor Name				
		Subcontractor Name				
	The City reserves th suppliers. The Con	Subcontractor Name The right of approval for each tractor will be given the opterial supplier, if necessary.	Contractor ch of the subcor	ntractors and material		
Expe	The City reserves th suppliers. The Con	ne right of approval for eactractor will be given the opterial supplier, if necessary.	Contractor ch of the subcor	Email Address tractors and material		
Expe 15.	The City reserves the suppliers. The Consubcontractor and material contractor and material contractor's should performance.	ne right of approval for eactractor will be given the opterial supplier, if necessary.	ch of the subcorportunity to subsequent experients so required by	Email Address Attractors and material estitute an acceptable ce and qualifications		
	The City reserves the suppliers. The Consubcontractor and material contractor and material contractor's should performance.	ne right of approval for each tractor will be given the opterial supplier, if necessary. S: rovide information on their roof the Work similar to the	ch of the subcorportunity to subsequent experients so required by	Email Address Attractors and material estitute an acceptable ce and qualifications		

17.	I/We the undersigned duly authorized repres	sentatives of the Contra	ctor, having received
	and carefully reviewed the RFQ and the Co the RFQ.		_
This	Quotation is executed by the Contractor this	day of	, 202
CON	TRACTOR		
I/We	have the authority to bind the Contractor.		
(Lega	al Name of Contractor)		
(Sign	eature of Authorized Signatory)	(Signature of Authoriz	zed Signatory)
(Prin	t Name and Position of Authorized Signatory)	(Print Name and Posi	tion of Authorized Sign

ATTACHMENT 1 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET

Project Walk-through:	Project Name:	
Contractor/Contractor Rep: Department: Contact phone number: Fax number: A. BUILDING PERMITS – CLOSED OUT Architectural Electronic (PDF) file Dother Shout Particopies Electrical 1 Electronic (PDF) file 1 Electronic (PDF) file 2 Hardcopies Bechanical 1 Electronic (PDF) file 2 Hardcopies Cher(s) 1 Electronic (PDF) file 2 Hardcopies Cher(s) 1 Electronic (PDF) file 3 Electronic (PDF) file 4 Hardcopies Cher(s) 1 Electronic (PDF) file 4 Hardcopies Cher(s) 5 Electronic (PDF) file 4 Hardcopies Cher(s) 5 Electronic (PDF) file 5 Electronic (PDF) file 6 Hardcopies Cher(s) 1 Electronic (PDF) file 6 Hardcopies Cher(s) 6 Hardcopies Cher(s) 1 Electronic (PDF) file 7 Est of AutoCAD As-Built DWG files 7 Set of PDF As-Built drawings 8 Hardcopies Hardcopies 1 Set of PDF As-Built drawings 1 Set of AutoCAD As-Built DWG files 1 Set of AutoCAD	Project Address:	Date:
Department: Contact phone number: Fax number: Fax number: A. BUILDING PERMITS – CLOSED OUT Architectural Electrical Electrical Electrical Electrical Electrical Electrical Electronic (PDF) file Electr	End of Project Walk-through:	End of Project Walk-through:
Contact phone number: Fax number: A BUILDING PERMITS – CLOSED OUT Architectural Bectrical Bectrical Contect Plumbing Structural Other Some Manuals Received Architectural Bectrical Bettinal Contectural Contectural	City Representative:	Contractor/Contractor Rep:
Fax number: A. BUILDING PERMITS – CLOSED OUT	Department:	Company Name:
A. BUILDING PERMITS – CLOSED OUT Architectural Electrical Mechanical / Plumbing 1 Set of AutoCAD As-Built DWG files Structural 1 Set of PDF As-Built drawings Structural 1 Set of PDF As-Built drawings 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of PDF As-Built dr	Contact phone number:	Contact phone number:
Architectural Electrical Electrical Architectural Structural Structural 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of P	Fax number:	Fax number:
	Architectural Electrical Mechanical / Plumbing Structural Other B. O&M MANUALS RECEIVED *Shop Drawings to be included in O&M Manuals Architectural 1 Electronic (PDF) file 2 Hardcopies Electrical 1 Electronic (PDF) file 2 Hardcopies Mechanical 1 Electronic (PDF) file 2 Hardcopies Mechanical 1 Electronic (PDF) file 2 Hardcopies Other(s) 1 Electronic (PDF) file 2 Hardcopies Ct. PROJECT CLOSE-OUT Project Summary Report Substantial Completions Deficiencies List Transfer of Utilities (Hydro/Teresan) Notify City of Surrey (604-591-4804) Asset Inventory Forms including HVAC TCA Cost Summary Finance, & Warranty Information sheets & Project summary with graphics Final Occupancy Certification All documentation/correspondence pertaining to the project (File Share Device) D. FALL PROTECTION / RESTRAINT SYSTEM Complete Wall plaques displayed as required 1 (PDF) containing the Fall Protection Safety System	Architectural 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of paper construction drawings Civil 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of paper construction drawings Electrical 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of PDF As-Built drawings 1 Set of paper construction drawings Fire Protection 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of PDF As-Built drawings 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings Mechanical / Plumbing 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings Structural 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings Structural 1 Set of AutoCAD As-Built DWG files 1 Set of PDF As-Built drawings 1 Set of PDF As-Built drawings
Internal Representative Fire Chief/ Representative	City Representative	Contractor Representative
	Internal Representative	Fire Chief/ Representative

ATTACHMENT 2

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.:	1220-040-2020-040	
Project Title and Site Location:	Bridgeview Community Center – Parking Lo	ot Rehabilitation and Upgrades
Prime Contractor Name:		
Prime Contractor Address:		
Business Telephone/Business Fax	Numbers: Phone:	Fax:
Name of Person in Charge of Proje	ect:	
Name of Person Responsible for C Phone:	coordinating Health & Safety Activities:	
Prime Contractor Signature:	Date:	
Please return a signed copy of this 13450 – 104 Avenue, Surrey, Britis	memo to the City of Surrey, Finance D sh Columbia, V3T 1V8	epartment, Purchasing Section,
If you have any questions, please	contact the City of Surrey, Manager Occ	cupational Health & Safety at

604-591-4658.

ATTACHMENT 3

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS - City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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

A common sense approach usually resolves the issue.



GENERAL RULES

- 1. For all secured worksites, contracted workers are required to sign in and sign out each day
- 2. (Access cards may be issued a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
- 3. <u>Personal protective equipment</u>, 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 <u>hazardous</u> <u>materials/controlled products</u> and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
- 10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
- 11. Always use the correct posture when lifting and get assistance if the weight is excessive.
- 12. Do not work within the limits of approach to high voltage equipment.
- 13.If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
- 14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
- a) Aisles are to be kept clear at all times.
- b) Individual work areas are to be kept clean and tidy.
- c) All materials, tools, products and equipment are to be kept in their designated areas.
- d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
- e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

15. Fire Prevention:

- a) Become familiar with Surroundings and emergency exit.
- b) Ensure aisles and exits are not blocked at any time.
- c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

- **16. Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
- 17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

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

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:	