



REQUEST FOR QUOTATIONS

Title: ASPHALT AND CONCRETE BLEND CRUSHING PROGRAM

Reference No.: 1220-040-2022-030

FOR CONSTRUCTION MINOR WORKS (MMCD)

(Construction Services)
Issue Date: March 23rd, 2022

REQUEST FOR QUOTATIONS

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

Confirmation of receipt of emails will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City's receiving computer equipment functions properly so that City receives the Quotation.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

3. DATE

The City would prefer to receive Quotations on or before **April 14, 2022** (the "Date").

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

Reference #: 1220-040-2022-030

Inquiries should be made no later than seven (7) business days before Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Date. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Contract or RFQ or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

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 RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed the agreement on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email. In that event, the resulting Agreement will be comprised of the documents included in the definition of Agreement in Schedule B – Sample Construction Contract – Minor Works (MMCD).

8. CONTRACTOR'S EXPENSES

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

Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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. SPECIFICATIONS AND ALTERNATIVES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

15. ESTIMATED QUANTITIES

The respective amounts of Goods and Services to be furnished as listed in this RFQ of quantities are an estimate for purpose of comparing Quotations only. The City does not expressly nor by implication agree that the actual amounts of Goods and Services of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods that may be deemed necessary or expedient by the City. The preferred Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of Goods and Services actually furnished and the quantities stated in the RFQ.

SCHEDULE A – SCOPE OF WORK

PROJECT TITLE: ASPHALT AND CONCRETE BLEND CRUSHING PROGRAM

PROJECT No.: 1220-040-2022-030

1. DESCRIPTION OF SCOPE OF WORK

The scope of Work includes the provision of all labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, and related services for Asphalt and Concrete Blend Crushing Program. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

Job site location is 19475 - 26 Avenue, Surrey, B.C.

The general components of the work include Asphalt and Concrete Blend Crushing Program, and related works.

The detailed scope of work is as described on the Contract Drawings (listed below), Special Provisions (Schedule B – Appendix 1), and Supplementary Specifications (Project) (Schedule B- Appendix 3).

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. CONTRACT DRAWINGS

The following drawings are included as part of this RFQ.

DRAWING NUMBER SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
1	Plan of Asphalt/Concrete Blend Volumes at Stokes Pit for February 2022	February, 2022

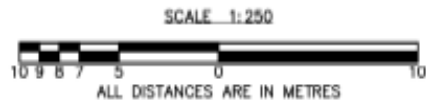
CONTOUR SKETCH OF THE STOKES PIT STOCKPILE

ACCORDING TO FIELD SURVEY COMPLETED ON FEBRUARY 28, 2022

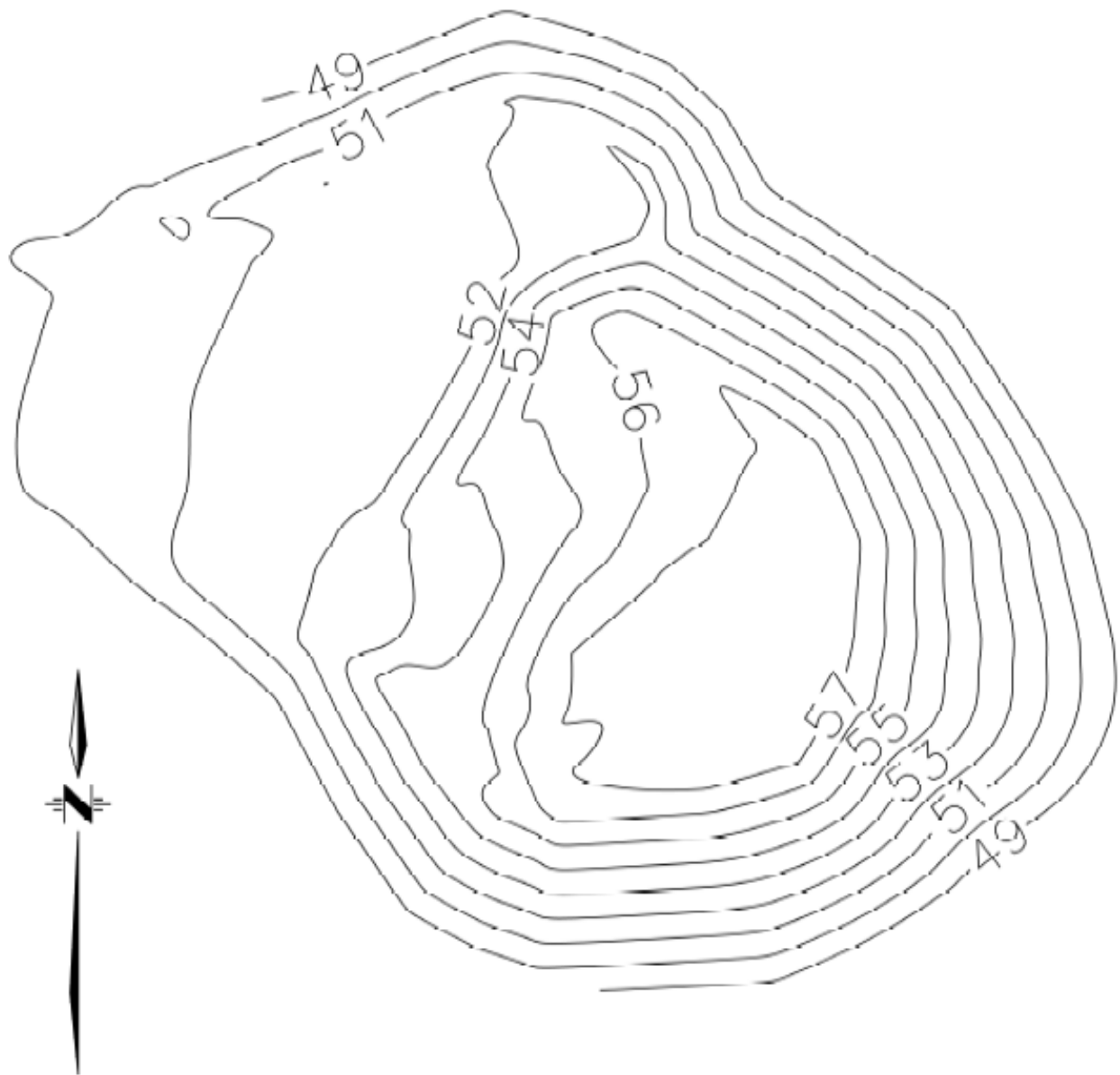
1.0 m CONTOUR INTERVAL

MEASUREMENTS ARE DERIVED BY GNSS OBSERVATIONS

NO COMPACTION FACTOR HAS BEEN APPLIED TO VOLUME CALCULATIONS



THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH
BY 432mm IN HEIGHT (B SIZE SHEET) WHEN PLOTTED AT A
SCALE OF 1:100



STOCKPILE VOLUME = +/- 9147.0 m³

SCHEDULE B

SAMPLE CONSTRUCTION CONTRACT – MINOR WORKS (MMCD)

Title: ASPHALT AND CONCRETE CRUSHING PROGRAM

AGREEMENT No.: 1220-040-2022-030

THIS AGREEMENT dated the _____ day of _____, 2022.

BETWEEN:

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

(the "**City**")

OF THE FIRST PART

AND:

(Full legal name and address of Contractor)

(the "**Contractor**")

OF THE SECOND PART

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

Asphalt and Concrete Crushing Program

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 Administrator"** means the person, firm or corporation appointed by the City and identified by the City in writing to the Contractor. The Contract Administrator may be the City's Engineer, other employee, or officer, or may be an outside consultant;
- (j) **"Contract Documents"** means this Contract including all schedules and appendices, construction standards, specifications and drawings;
- (k) **"Contract 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;
- (l) **"Contract Price"** means the price of the Work as set out Section 4.1 of this Contract;
- (m) **"Contract Time"** means the period of time for the completion of the Work as provided by the Contract Documents;
- (n) **"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;

- (o) **“Extra Work”** has the meaning set out in Section 33;
- (p) **“Milestone Date”** means any date specified in the Contract Documents for completion of the Work, or portion of the Work, including the dates of Substantial Performance or Total Performance;
- (q) **“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.”
- (r) **“Payment Certifier”** is the person or entity identified as such in the Contract responsible for the issuance of certificates of payment;
- (s) **“Place of Work”** means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (t) **“Project Manager”** is the person or entity engaged by the City and identified as such in the Contract;
- (u) **“Substantial Performance”** means the stage of completion when:
 - (a) all Work, as certified by the Contract Administrator, is capable of completion or correction at a cost of not more than:
 - (i) 3% of the first \$500,000 of the Contract Price;
 - (ii) 2% of the next \$500,000 of the Contract price; and
 - (iii) 1% of the balance of the Contract Price, and
 - (b) the Work, or a substantial part of it, is ready for use or is being used for the purpose intended.
- (v) **“Total Performance”** means when all Work, including all deficiencies but excluding any correction of completed Work that appears during the on-going warranty or guarantee obligations as provided in the Contract Documents, as certified by the Contract Administrator; and
- (w) **“Work”** means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK

- 2.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
- 2.2 The Contractor will commence the Work on or after **June 15, 2022**. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix 5 as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **September 15, 2022**, subject to the provisions of the Contract Documents for adjustments to the Contract Time.

Should the Contractor fail to complete the Work under the Contract within the time specified, the City will be entitled to compensation from the Contractor, including but not limited to deductions from payments for the following:

- a) Any expenses or damages which are incurred by the City as a result of the Contractor's failure to complete the work under this Contract within the time specified; and/or
- b) The sum of \$250.00 for each and every day after the date of Substantial Completion until the date of actual Substantial Completion.

2.3 If the Work is not fully completed within the time required in the preceding Schedule B – Section SP.2 of the Contract, the Contractor will pay to the City, the sum of \$100.00 for each and every day after the date of Final Completion until the date of actual Final Completion.

2.4 Time shall be of the essence of the Contract.

2.5 The City may at any time prior to 90 days before the end of the Contract, by written notice to the Contractor, extend the Term for a period of time not to exceed Four separate One year renewal periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

3. CONTRACT DOCUMENTS

3.1 All of the Contract Documents shall constitute the entire Contract between the City and the Contractor.

3.2 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

3.3 If there is any inconsistency or conflict between the provisions of the Contract Documents, then the Contract Documents shall govern and take precedence in the following order with this Contract taking precedence over all other Contract Documents:

- (a) Contract;
- (b) Construction Standards;
- (c) Specifications;
- (d) Drawings; and
- (e) all other Contract Documents.

4. CONTRACT PRICE

4.1 The Contract Price for the Work shall be the sum of ____ <<insert amount in words>> Dollars and _____ <<insert amount in words>> Cents (\$_____),

plus goods and services tax in the amount of _____ <<insert amount in words>> Dollars and _____ <<insert amount in words>> Cents (\$_____), for a total Contract Price of _____ <<insert amount in words>> Dollars and _____ <<insert amount in words>> Cents (\$_____) in Canadian funds (the "Contract Price") plus any adjustments approved by the City, including any payments owing on account of Change Orders and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.

- 4.2 The Contract Price shall be the entire compensation due to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work. The Contract Price is a firm fixed price.

5. HOLDBACKS

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

6. INVOICING AND PAYMENT

- 6.1 Subject to applicable legislation, including without limitation the holdbacks referred to in above, and the provisions of the Contract Documents, the City shall make payments to the Contractor thirty (30) days after receipt of any invoice from the Contractor.
- 6.2 The Contractor shall submit invoice(s) for payment to the City, based on the completion of each phase of the Work. Any and all Extra Work, as approved by the City, must be clearly identified and quantified on a separate invoice(s).
- 6.3 The invoice(s) submitted for the completion of each project phase shall be clearly itemized to the details of the phase completed or the amount of Work performed, the billing rates, show an invoice number, Contractor's name, address, telephone number, reference the City's purchase order number or name and location of employee, and in an itemized manner the amount due for each phase completed, tax (if any) and a grand total. The grand total will be subject to holdbacks.
- 6.4 The payment by the City of any monthly or other payment shall not bind the City with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the City has accepted Work that is not in accordance with the requirements of the Contract Documents, or that the Contractor is in any manner released from its obligation to comply with the Contract Documents.
- 6.5 For earlier payment, the Contractor can offer a cash discount. All payment cheques are mailed.
- 6.6 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contractor for completion.
- Invoices should be sent electronically to: surreyinvoices@surrey.ca
- 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:
 - 1. Contractor's Overhead and profit on expenditures from cash allowances, shall be included in the Contract Price, except the Contractor is entitled to additional Overhead and profit only on the portion of the change greater than the cash allowance. If the change is less than the cash allowance the Contract Price shall be decreased by the amount of the change without adjustment for the Contractor's Overhead and profit;
 - 2. for changes in the Work not covered by cash allowances:
 - (i) if there is no increase or decrease in the Contract Price the Contractor is not entitled to any Overhead and profit on the change,
 - (ii) if the Contract Price is increased, the Contractor is entitled to an additional:
 - .1 10% Overhead and profit on Work performed directly by the Contractor, and
 - .2 5% on Work performed by the Subcontractor, only on the portion of the increase in the Contract Price, and
 - .3 0% on design services and work performed by the Contractor's consultants;
 - (iii) if the Contract Price is decreased by the change the Contractor is not entitled to Overhead and profit on the reduction in the Contract Price;

3. the Subcontractor or the sub-subcontractor Overhead and profit shall be 5% of the actual cost of all Subcontractor's or sub-subcontractor's changes in the Work; and
4. where the change involves the substitution of one type of Work and/or Product for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to Overhead and profit."

9. SITE CONDITIONS

9.1 The Contractor acknowledges and agrees that:

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

10. DOCUMENTS

10.1 The Contractor will keep one copy of the Contract, including the schedules and all drawings, specifications and shop drawings, at the Place of Work in good order and available for review by the City's Representative, and deliver a complete set to the City upon Substantial Performance of the Work.

10.2 The Contractor agrees that the City is hereby granted an unconditional and irrevocable perpetual license to reproduce and use, in whole or in part, and for any purpose or other project or work the City desires, all matters contained in or set out in the Contract including all drawings and specifications and all models furnished by the Contractor, and the Contractor agrees that the license granted by this section comprises the copyright, industrial design, trademark and all other intellectual property therein.

11. TIME

11.1 The Contractor will proceed diligently and complete the Work in a good and workmanlike manner and strictly in accordance with the Construction Schedule.

11.2 If the Contractor is delayed in the performance of the Work by any act or neglect of the City, the Construction Schedule will be extended for such time as may be agreed by the City and the Contractor, acting reasonably.

11.3 The Contractor will, as required by the City, provide or up-date the Construction Schedule, showing the anticipated start and completion dates and durations of the major elements of the Work. Failure or refusal to provide a Construction Schedule or up-date will be a default.

11.4 Time is of the essence of the Contract.

12. TAXES AND DUTIES

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

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

13. BUILDER'S LIENS

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

14. CITY DIRECTIONS

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

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

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

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

15. INSPECTIONS

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

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

16. USE OF PLACE OF WORK

- 16.1 The Contractor will confine its tools, machinery, equipment and materials to limits as may be established by the City's Representative, acting reasonably.
- 16.2 The Contractor is responsible for the cleanliness of the Place of Work and accountable for the disposal of all excess and scrap materials. The Place of Work, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the City
- 16.3 The Contractor shall dispose of all debris, trash and unsuitable materials collected under this Contract off site. The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.
- 16.4 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.
- 16.5 The Contractor shall be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, City by-laws, the *Waste Management Act*, R.S.B.C. 1996, c. 482, as amended and any other applicable acts and regulations in respect to air, earth and water pollutants.
- 16.6 Prior to application for the Certificate of Total Performance, the Contractor will remove all surplus products, tools, machinery and equipment, and any waste and debris, and leave the Place of Work clean and suitable for occupancy.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.

- 16.11 The City or the occupier of the Work or Place of Work may take possession of and use any completed portion of the Work regardless of the time for completion of the Work. Such possession or use will not be construed as final acceptance of the Work or portion.
- 16.12 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.

17. PERSONNEL

- 17.1 Superintendent: The Contractor shall employ a competent senior representative at the Place of Work (the "**Superintendent**") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents. The Contractor shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the Place of Work while Work is being performed.
- 17.2 The Superintendent shall represent the Contractor at the Place of Work and instruction given to the Superintendent by the Consultant shall be held to have been given to the Contractor.
- 17.3 If the competence or performance of the Superintendent is not satisfactory to the Consultant then, on written request from the Consultant, the Contractor shall provide a satisfactory replacement. The Contractor shall not change the Superintendent without the consent of the Consultant, such consent not to be unreasonably withheld.
- 17.4 Workers: The Contractor shall maintain good order and discipline among the Contractor's employees and the subcontractors engaged in the Work. The Contractor shall not employ, or permit subcontractors to employ, workers who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work in compliance with the Construction Schedule.
- 17.5 Compliant with COVID 19 Policy - It is a material term of this Contract that the Contractor, and any personnel and subcontractors performing the Work who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such policies and requirements.

The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The

City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

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.
- 18.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

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 Certificate of

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

21. SUBSTANTIAL PERFORMANCE

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

person responsible for payment certification for all sub-contractors, including the sub-contractors, 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 or upon any work or service which is the subject of this Contract. 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 shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Work done or service performed in fulfilling this Contract have been paid in full.
- 23.2 The Contractor shall 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 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) 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.

- 23.4 The Contractor agrees that it is the “prime contractor” for the Work as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers’ Compensation Board, shall provide first aid services, and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during the performance of this Contract, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Contract. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a “Construction Notice of Project” with the Workers’ Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the *Workers Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Contract, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 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 any regulations requiring installation or adoption of safety devices or appliances.
- 23.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers’ Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 23.7 The Contractor understands and undertakes to comply with all the WCB 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, materials, and products and any future MSDS updates shall be forwarded.

24. INSURANCE

- 24.1 The Contractor will obtain and carry, in forms and with insurers satisfactory to the City:
- (a) commercial general liability insurance in a wrap up form with a limit of five million (\$5,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property;
 - (b) the insurance shall include the Contractor, the City, the project manager, all Contractors, subcontractors, suppliers and tradesmen contributing to the Work;
 - (c) the insurance shall preclude subrogation claims by the insurer against anyone insured hereunder;
 - (d) the insurance shall include coverage for:

- broad form products and completed operations,
- owner's and Contractor's protective liability,
- Contractor's contingent liability,
- blanket written contractual,
- contingent employer's liability,
- personal injury liability,
- non-owned automobile,
- cross liability,
- employees as additional insured's, and
- broad form property damage;

and where such further risk exists:

- shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and caisson work, work below ground surface, tunnelling and grading, as applicable, and
 - operation of attached machinery.
- (e) product and completed operations liability insurance, to remain in full force and effect for a period of not less than twelve (12) months following completion of the Work;
- (f) course of construction insurance against "all risks" of physical loss or damage, and shall extend to cover all materials, property, structures and equipment while in transit or storage and during construction, erection, installation and testing, but such insurance shall not include coverage for the Contractor's equipment of any description. Such insurance shall be maintained until Substantial Performance of the Work;
- (g) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than less three million (\$3,000,000 dollars;
- (i) the insurance shall include as an insured, each Contractor and subcontractor, project manager, architect and engineer who is engaged in the Work; and
 - (ii) the insurance will contain a waiver of the insurer's rights of subrogation against all insured except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

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

24.3 The Contractor acknowledges that any requirement or advice by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.

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

25. INDEMNIFICATION

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

26. DEFECTIVE WORK

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

27. DEFAULT

- 27.1 If the Contractor:
- (a) is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
 - (b) fails to supply competent supervision, properly skilled workers or proper materials;
 - (c) fails to make prompt payment to its Contractors, suppliers or workers;
 - (d) fails to observe, or breaches the provisions of the Contract;
 - (e) fails to remove and replace Defective Work;
 - (f) abandons the Work; or
 - (g) fails to adhere to the Construction Schedule;
- the Contractor is in default of the Contract and the City may give the Contractor written notice to remedy such default. If the Contractor does not commence correction of such default within five (5) business days of receiving such notice and diligently pursue correction of such default, the City may suspend the Work or terminate the Contract, without prejudice to any other right or remedy the City may have.
- 27.2 The parties agree that if the City terminates the Contract under the conditions set out above, the City shall pay the Contractor:
- (a) for all Work performed, plus reimbursement for expenditures made on account of the remaining Work, but shall not pay for profit and overhead on account of the remaining Work or any additional costs incurred because of the termination.

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

28. CORRECTION BY CITY

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

29. DISPUTE RESOLUTION

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

Negotiation

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

Mediation

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

Litigation

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

30. ASSIGNMENT AND SUBCONTRACTS

- 30.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to Work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them. The Contractor agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements entered into with subcontractors.
- 30.2 The Contractor agrees to employ those subcontractors proposed by in writing and accepted by the City at the signing of the Contract. The Contractor shall not, without the written consent of the City, change a subcontractor who has been engaged in accordance with the Contract.
- 30.3 The City may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontractors.
- 30.4 In the event that the City requires a Change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change.
- 30.5 The Contractor shall not be required to employ as a subcontractor a person or firm to whom he may reasonably object.
- 30.6 The Contractor may, upon reasonable request and at its discretion, provide to a subcontractor information as to the percentage or quantity of the subcontractor's work which has been certified for payment.
- 30.7 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the City.

31. NOTICES

- 31.1 Communications between the City and the Contractor, including all written notices required by the Contract Documents, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses set out below:
- (a) City of Surrey - <insert department name>>
13450 104 Avenue,
Surrey, B.C. V3T 1V8

Telephone:
Attention:

(b) To the Contractor:

<<insert full legal name and address of Contractor>>

Telephone: <<insert>>
Attention: <<insert>>

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

- (a) immediately upon delivery, if delivered by hand; or
- (b) immediately upon transmission if sent and received by fax; or
- (c) after five (5) days from date of posting if sent by registered mail.

31.3 The City or the Contractor may, at any time, change their address for notice by giving written notice to the other at the address then applicable.

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. GENERAL

- 34.1 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.
- 34.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.
- 34.3 The Contract will be interpreted in accordance with the laws of the Province of British Columbia.
- 34.4 The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.
- 34.5 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.
- 34.6 Each party will, at its own expense, execute and deliver all such further agreements and documents and do such acts and things as may be reasonably required to give effect to the Contract.

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

CITY OF SURREY

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

<<INSERT FULL LEGAL NAME OF CONTRACTOR>>

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

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

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

S.P.2 Contract Time

The Work shall be carried out in accordance with the Construction Schedule as agreed to by the City, and as amended from time to time. Sufficient workers, materials, equipment, appliances, and services are to be kept on site at all times to maintain the scheduled completion of the Work. It further understood and agreed upon and made part of the Contract that the Work must be begun, performed, and completed in accordance with this schedule by the Contractor and if the Contractor fails to begin, perform without interruption, and complete the Work as required by this Contract, the Contractor may be declared in default of this Contract. If the Work is not substantially complete within the time required in Appendix 4 of this Contract, the Contractor shall pay to the City the following:

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

S.P.3 Requirements of Work & Personnel

S.P. 3.1 Risk, Health & Safety

Refer to the attached Contractor's Health & Safety Expectations - Responsibility of Contractor(s) (Attachment 2) that outlines the responsibility for all Contractors working for the City of Surrey.

S.P. 3.2 Safety

The Contractor shall, at all times, employ safety procedures required by the Workers' Compensation Board, and any other safety regulations relating to the control of vehicle and pedestrian traffic.

The Contractor shall be solely and completely responsible for the safe condition of the work site including safety of all persons and property during performance of the work. The Contractor shall operate at the work site and perform the work in a manner, which meets the "Industrial Health and Safety Regulations". The requirements shall apply continuously and not be limited to only normal working hours. The Contractor shall provide all safety equipment required to carry out the work in accordance with the above procedures. The Contractor must supply proof of status and coverage, and such coverage must include not only employees, but also management and principals if they will be physically involved in the project.

All personnel provided for the work and services shall, at the Contractor's expense, be properly attired with safety-toed footwear, hardhat, recognized clothing, and all other provisions of the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

Workers' Compensation Board must cover all employees, and it is required to indicate your registration number on the attached form.

Non-compliance to the above paragraphs by personnel will be considered in violation of the contract and will result in immediate dismissal of personnel involved with the job site and continued non-compliance will result in cancellation of the contract.

S.P.4 Safety Procedures and Health Regulations

S.P. 4.1 General

In addition to the City of Surrey's General Safety requirements, the following details additional safety procedures and requirements associated with the special nature of this project.

The Contractor shall at all times employ safety procedures required by the Workers' Compensation Board, BC.

The Contractor shall be solely and completely responsible for the conditions of the work site including safety of all persons and property during performance of the work. The Contractor shall maintain the work site and perform the work in a manner, which meets the "Industrial Health and Safety Regulations" especially those pertaining to the "Industrial First Aid Regulations" of the Worker's Compensation Board of British Columbia. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall provide his own lighting, ventilation equipment, breathing apparatus, harnesses, manlift device and lifelines, free standing tripod point, gas detector, as well as

any other safety equipment required to carry out the work in accordance with the above procedures.

S.P. 4.2 Safety Training

The Contractor will be responsible for ensuring that all workers have completed training, prior to the start of work, in all applicable disciplines in accordance with WCB requirements. All training costs and the equipment required to undertake this training are the sole responsibility of the Contractor. The City will have the right to request proof of training and any specific information regarding the content of that training.

The Contractor must be able to demonstrate to the City that their workers have an understanding, working knowledge of all equipment required to carry out the work.

In the event that work involving untrained individuals is being undertaken, the City will have the right to stop the work until properly trained individuals are assigned. Any costs incurred as a result will be borne by the Contractor.

S.P. 4.3 Documentation to be Available on Site

The Contractor shall keep on-site, during the duration of the project, the following documentation:

- i) Documentation verifying that equipment being used meets applicable WCB requirements.

S.P. 4.4 Site Inspections and Audit

The Contractor shall allow the City the right of inspection and audit of site safety conditions and all pertinent health and safety performance records to measure adherence to safety and health objectives. Such inspection and/or audit may take place without prior warning or notice of intent.

S.P.5 Coordination

Coordinate your work with all required trade contractors, City forces, suppliers to maximize overall productivity and to facilitate the completion of the project overall. All trades will include for a foreman or senior representative to attend site coordination meetings discussing schedule, safety, crew counts, materials delivery and work conflicts. These meetings are to be schedule at the convenience of the City.

S.P.6 Availability of Place of Work

The Place of Work is available for the immediate commencement of the Work. The anticipated start date is June 15, 2022. The Contractor will schedule the Work accordingly.

S.P.7 Quality Assurance

Work covered shall be performed by a single firm experienced in asphalt and concrete works 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.8 Job Conditions

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

S.P.9 Project Safety

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

S.P.10 Traffic and Public Safety

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

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

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

Whenever such works are carried out, the Contractor at his expense, is to provide:

- all necessary signs, materials, barricades, and other warning devices;
- qualified and trained Traffic Control Personnel for traffic flagging services; and,
- in some cases, equipment such as flashing arrow boards, cones, etc.

These are specified in accordance with the Province of British Columbia, Ministry of Transportation & Highways' General Specifications for Highway Jurisdiction, Section 194 (Appendix A), and the Traffic control Manual for Work on Roadways, 1995 and the Traffic Control Manual for Work on Roadways, Field and Office Edition, (1999 Update). Please visit http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm for the latest updates.

Additional services to ensure safety may be required at the discretion of the City. The Contractor is to provide such additional services as directed at no extra cost.

S.P.11 Construction Access

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

S.P.12 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.13 Manuals

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

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

S.P.14 Hours of Work

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

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

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

S.P.15 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 sub-contractor'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.16 Worksite Conduct

All labourers and workers, while working in and around the work site and 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.17 Accidents; Equipment Safety

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

The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defence which may be caused by Contractor's performance of this Contract, whether such performance be by itself, its sub-contractor, or anyone directly or indirectly employed by Contractor or its sub-contractors 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.18 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.19 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 solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

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

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

S.P.20 Final Inspection and Payment

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

S.P.21 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.

The Contract Administrator will visit the Place of Work at intervals appropriate to the progress of the Work 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 general conformity with the Contract Documents.

S.P.22 Qualifications of Contractor

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services. Tradesmen engaged in the performance of the Services shall be qualified in accordance with the

requirements of the *Tradesman Qualification Act* and all pertinent licensing requirements required by the Ministry of Municipal Affairs

SCHEDULE B – APPENDIX 2

METHOD OF MEASUREMENT AND PAYMENT

1.0 General

The method of measurement and payment as described in Section 02100 of the MMCD will not apply to the work in this Contract. This section replaces Section 02100 of the MMCD in its entirety.

1.1 Payment

.1 All payment for work within this Contract is included in the lump sum(s) and unit prices listed in Schedule C. No separate or extra payment will be made for the work described as part of the work in the contract documents.

.2 The work includes all materials, labour, equipment, plant, cut and waste, specified testing, other incidentals, and miscellaneous materials necessary to complete the work in conformance with the Contract Drawings and Specifications.

.3 The determination of the percentage of the work complete for the purposes of a progress payment will be made by the Contract Administrator and will be determined to an accuracy of plus or minus 5%

SCHEDULE B - APPENDIX 3

SUPPLEMENTARY SPECIFICATIONS – (PROJECT)

The specifications should be read in conjunction with the Master Municipal Construction Documents (MMCD) Volume II – General Conditions, Specifications and Standard Detail Drawings 2000, as amended (not included herein); and the City of Surrey Supplementary Master Municipal Construction Documents: Supplementary Specifications and Supplementary Standard Drawing, January 2002 (not included herein).

SERVICES PURSUANT TO GENERAL CONDITIONS

The Contractor is required, as part of his obligation under the Quotation, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP1 to SSP26 hereunder.

SSP.1 Description of Works

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract.

The Contractor shall perform on the site, and with its own organization, materials and equipment the total amount of:

- Crushing of a pile of asphalt/concrete measuring approximately 9,147 cu. metres.

as illustrated in Schedule B – Appendix 3-A, into a new blended pile to be used for construction projects. The scope of works involves the Contractor to supply all equipment and labour to load, haul, crush, screen and stockpile material as required to obtain 25 mm (1 inch) crushed concrete and asphalt aggregate in accordance with the Quotation Documents. The work is limited to Stokes Pit where all material to be loaded, hauled, mixed, crushed and screened will be provided within the pit area. Foreign materials (plastics, metals, etc.) shall be removed and placed as directed by the City.

SSP.2 Scope of Quotation

The Contractor shall supply all equipment and labour to load, haul, crush, screen, mix and stockpile to obtain the required 25 mm Crushed Concrete and Asphalt aggregate blend, in accordance with Quotation documents.

SSP.3 Date of Completion

The work should be substantially completed by September 15, 2022.

SSP.4 Work Hours and Overtime Work

The Contractor should not schedule construction work requiring inspection in excess of the standard 40-hour working week.

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

On the infrequent occasion that the Contractor finds it necessary to work on Saturday, Sunday or holidays, which are observed by the construction industry in British Columbia, the Contractor shall obtain the Engineer's approval forty-eight (48) hours in advance. He shall

also be charged for the overtime portion of inspection costs. Such costs shall be deducted from monthly progress payments.

SSP.5 Notification / Schedule of Work

The Contractor shall notify the Project Manager and Operations Dispatch of his work schedule twenty-four (24) hours in advance.

The hours of work will be from 7:00 a.m. to 4:00 p.m. Monday to Friday or as approved by the Project Manager. Weekend work will be considered upon written notice received by the Project Manager. Overtime rates do not apply to scheduled work within the Quotation. The Project Manager shall be informed one week in advance of any stoppage or restart of work.

SSP.6 Communications

All Contractors' employees must be able to be contacted by the City while on the job. This may be by cellular phone or dispatched by the Contractor.

SSP.7 Limits of Site

All work is limited to Stokes Pit located at 19526 – 24 Avenue (access off of 19500 block of 28 Avenue, Surrey, B.C.).

SSP.8 Working in Proximity to Overhead Power Lines

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

SSP.9 Approximate Quantity

The respective quantity of work to be done and materials to be furnished in the Schedule of Quantities & Prices is an estimate for purpose of comparing quotations only. The City does not expressly nor by implications agree that the actual quantities of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the quantities of any class or portion of the work. The City may even eliminate some of the items. The Contractor shall make no claim for anticipated profits, loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the quantities of actually done and material actually furnished and the quantities stated in the Schedule of Quantities and Prices.

Final payment/quantity shall be determined by a site survey of the final crush mixed pile.

SSP.10 Granular Materials – 25 mm Crushed Concrete and Asphalt Mixture

Shall conform to MMCD Sieve designation Section 2226 2.7 Type 1 (25 mm).

SSP.11 Inspection of Contractors Work

The City will be using spot checks and inspections to determine the quality of work performed.

SSP.12 Equipment

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site;

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

The Contractor shall provide and maintain in good operating condition, all plant and equipment necessary to comply with the requirements of this specification throughout the course of work.

The Contractor shall ensure that his plant and equipment meet the requirements of the current Pollution Control Act and Workers' Compensation Board Regulations.

SSP.13 Working of Source Material

The source material shall be worked in a manner as to ensure that the material crushed and screened shall be as uniform as possible. Before commencing production, the Contractor shall discuss the proposed method of production with the City's project manager and obtain his approval.

SSP.14 Crushing and Screening Operations

The Contractor shall adjust the crushers and/or screening plants and provide such screens as may be necessary to produce and maintain acceptable gradation of granular aggregates. The City's project manager will arrange for regular sieve analysis of crushed granular base gravel during production, and the Contractor will be warned if it appears that the gravel material is moving out of specification. If the Contractor fails to remedy these defects as soon as reasonably possible, crushing and/or screening shall cease immediately and shall not commence until the crusher / screen has been repaired or readjusted to the satisfaction to the satisfaction of the City.

SSP.15 Stockpiling

Stockpiles shall be constructed as required by the City and when completed shall be neat and regular, occupying as small an area as practical or as directed by the City.

SSP.16 Pit Clean Up

When the Contractor discontinues operations in the pit area the Contractor shall leave the site in a neat and clean condition all to the satisfaction of the Manager Operations or designate. This work shall be considered part of the cost of producing the granular aggregate and no additional payment will be allowed.

SSP.17 Source of Supply

The Contractor shall satisfy himself as to the characteristics of the raw / source material in the designated areas and as to the nature and amount of the work required to produce materials which meet all gradation requirements and the Contractor shall at his own expense, remove any objectionable materials from the source material. The Contractor shall utilize the **existing concrete/asphalt stockpiles** to supplement the raw material in the designated areas to produce the crushed granular material, which meets all gradation requirements. If additional

material is required to supplement on-site source material, then the City will supply the additional aggregate material to the site.

SSP.18 Environmental Protection

All work shall be conducted in accordance with all applicable legislation, guidelines and best management practices of both the Ministry of Environment Lands and Parks and Department of Fisheries and Oceans. The deposit or release of debris or deleterious substances into the drainage system (storm sewer and downstream watercourse) will not be permitted.

The Contractor is hereby notified that the Stokes Pit area contains environmental sensitive areas in form of fish and wildlife habitat.

The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and adjoining lands from the works conducted under this Quotation.

The Contractor shall not operate within the pit area in a manner, which will contaminate any material or area nor leave the pit in a condition, which will limit its future use.

SCHEDULE B - APPENDIX 3-A

CONTRACT DRAWINGS

DRAWING NUMBER SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
1	Plan of Asphalt/Concrete Blend Volumes at Stokes Pit for February 2022 (see below)	February 2022

SCHEDULE B

APPENDICES 4 THROUGH 8

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

Schedule B – Appendix 4	Schedule of Prices
Schedule B – Appendix 5	Construction Schedule
Schedule B – Appendix 6	Key Personnel, Subcontractors and Material Suppliers

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

Schedule B – Appendix 7	Prime Contractor Designation Letter of Understanding
Schedule B – Appendix 8	Contractor Health & Safety Expectations

SCHEDULE C - QUOTATION**RFQ Title: Asphalt and Concrete Crushing Program****RFQ No: 1220-040-2022-030****CONTRACTOR**

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

TO:

City Representative: Sunny Kaila, Purchasing Manager

Email for PDF Files: purchasing@surrey.ca

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

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

4. The City requires that the successful Contractor have the following in place **before providing the Work**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca. search Standard Certificate of Insurance;
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's goods and services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

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

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

Changes and Additions to Specifications and Scope:

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

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

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

Fees and Payments

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

F.O.B. Destination Freight Prepaid		Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.			Ship Via:
Item	DESCRIPTION	MEASURE	QUANTITIES (A)	UNIT PRICE (B)	AMOUNT (A x B)
1	Asphalt/Concrete	cu.m.	9147	\$ _____	\$ _____
TOTAL:					\$ _____
GST (5%):					\$ _____
TOTAL QUOTATION PRICE WITH GST:					\$ _____

N.B.: The Total Price (in Canadian currency) includes all labour, plant, materials, tools and equipment necessary for Asphalt and Concrete Blend Program.

List of Optional Prices:

9. The following is a list of Optional Price(s) 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
OAP-1.	\$ []	\$ []
OAP 2.	\$ []	\$ []

Force Account Labour and Equipment Rates:

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

Table 1 – Schedule of Labour Rates:

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

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate
		\$
		\$

Construction Schedule:

11. Contractors should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).
- (a) Commence the Work on or before: June 15, 2022; and
- (b) Substantial Performance: September 15, 2022.

Contractor may provide a Microsoft Project (or similar) schedule outlining the Critical Path and should include all major phases of the Work and indicate start and substantial completion dates for each.

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

Proposed Disposal Site: _____

Key Personnel & Subcontractors:

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

Key Personnel

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

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

<i>Description Of Work/supply</i>	<i>Subcontractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

Experience and References:

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

15. Contractor's **references** for work performed by your firm of a similar nature and value (name and telephone number). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion (use the spaces provided and/or attach additional pages, if necessary).

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

This Quotation is executed by the Contractor this _____ day of _____, 2022.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Attachment #1
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.: 1220-040-2022-030

Project Title and Site Location: Asphalt and Concrete Blend Crushing Program
19475 – 26th Avenue, Surrey, BC

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Prime Contractor Signature: _____ Date: _____

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

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

Attachment # 2

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

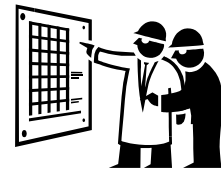
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
- b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Headphones 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
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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.

AuthorizedSignature:_____

Name: _____

(Please Print)

Date: _____