



TENDER DOCUMENTS FOR:

**Title: Synthetic Turf Supply and Installation –
Tom Binnie Park**

REFERENCE No.: 1220-020-2023-001

(Construction Services)

Issue Date: April 27, 2023



INVITATION TO TENDERERS

Contract Name: Synthetic Turf Supply and Installation – Tom Binnie Park

Reference No.: 1220-020-2023-001

The City of Surrey (*the “Owner”*) invites *Tenders* for supply and installation of synthetic turf systems and related civil work located at Tom Binnie Park (Field 1), Surrey, British Columbia.

The *Work* includes the provision of all equipment, labour, disposals, materials and incidentals required to complete all of the *Work* as described herein these tender documents for supply and installation of synthetic turf.

The *Work* includes but is not limited to:

- Removal and disposal of the existing synthetic turf and infill
- Video testing of selected existing drainage lines
- Infiltration testing of the existing permeable aggregates base
- Removal of the existing base gravel as required to accommodate a new shock pad
- Supply and installation of a new synthetic turf system including infill and shock pad
- Miscellaneous related work

Refer to the project drawings and specifications for a complete description of the scope of the *Work* and services required.

Contract Documents are available at:

This *Tender* is being issued electronically through the *Owner’s* website (www.surrey.ca) and BC Bid website (www.bcbid.gov.bc.ca) where any interested party may download the Tender documents directly from these websites. No registration, tracking or other recording of Tender documents holders will be performed by the *Owner*. All addenda, or further information will be published through these websites. It is the sole responsibility of the *Tenderer* to monitor these websites regularly to check for updates.

The *Contract* is based on the Canadian Construction Documents Committee CCDC-2 Stipulated Price Contract, 2008 edition, as amended by the *Owner’s* Supplementary General Conditions.

Closing Time and Address For Tender Delivery:

A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of Tender and should be accompanied by a copy of the original Bid Bond in an amount of ten (10) percent of the *Tender Price*.

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

Confirmation of receipt of email will be issued. *Tenders* that cannot be opened or viewed may be rejected. A *Tenderer* bears all risk that the *Owner's* receiving equipment functions properly so that the *Tender* is received:

on or before the following date and time

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

Tender Closing Date: May 18, 2023

(the “Closing Time”).

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

The lowest or any *Tender* will not necessarily be accepted. The *Owner* reserves the right to accept or reject any or all *Tenders*. The *Owner* also reserves the right to cancel any Invitation To *Tender* at any time without recourse by the *Tenderer*.

The *Owner* will not under any circumstances be responsible for any costs incurred by the *Tenderer* in preparing the *Tender*.

Inquiries

All inquiries related to this *ITT* should be directed in writing to the person named below (the “**Owner’s Representative**”). Information obtained from any person or source other than the *Owner Representative* may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

Business Email: purchasing@surrey.ca

Reference No.: 1220-020-2023-001

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- END OF SECTION -

PART A

INTRODUCTION

CITY OF SURREY (the “Owner”)

Contract: Synthetic Turf Supply and Installation – Tom Binnie Park

Reference No.: 1220-020-2023-001

1.0 INTRODUCTION

- .1 *Tenders* for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Surrey (the “Owner”) for Synthetic Turf Supply and Installation – Tom Binnie Park.

2.0 PROJECT DESCRIPTION

- .1 The *Work* on this *Project* generally includes, but is not limited to:

- Removal and disposal of the existing synthetic turf and infill
- Video testing of selected existing drainage lines
- Infiltration testing of the existing permeable aggregates base
- Removal of the existing base gravel as required to accommodate a new shock pad
- Supply and installation of a new synthetic turf system including infill and shock pad
- Sample of sieve analysis taken from stock pile intended for use. Cost borne by the Contractor prior to infill.
- Miscellaneous related work

Refer to the project drawings and specifications for a complete description of the scope of the *Work* and services required.

The *Place of the Work* is located at Tom Binnie Park (Fields 1) located at 13458 107A Avenue, Surrey, British Columbia.

To be considered, *Tenderers* should have:

- A civil (sub)contractor with proven experience in construction of permeable aggregate bases for new synthetic turf fields, including completing the construction of a minimum of three synthetic field bases in the past 5 years;
- A synthetic turf (sub)contractor that is authorized by the synthetic turf manufacturer to install the synthetic turf system included in the Tender;
- A synthetic turf system (turf, infill and shock pad) that is one of the pre-approved products listed in the ITT, or an alternative product that has been pre-approved prior to the Tender Closing date.
- Purpose built equipment for the removal of the synthetic turf and extraction of infill.

The *Tender Price* is to be inclusive of all supervision, coordination, *Construction Equipment*, labour, disposals, materials and incidentals required to complete the *Work* as described herein these *Tender Documents*.

.2 Scheduling

The *Work* on this *Project* is anticipated to commence on **July 4, 2023** or earlier, and to be substantially completed on or before **August 18, 2023**.

The *Work* is required to be coordinated with the *Owner* to minimize impacts to daily business operations and scheduled activities at the *Place of the Work*.

3.0 DEFINITIONS AND INTERPRETATIONS

In this *Tender* the following definitions shall apply:

- (a) “*BC Bid Website*” means www.bcbid.gov.bc.ca;
- (b) “*Closing Time*” has the meaning set out in section 1.1 of Part B – Instructions to Tenderers;
- (c) “*Form of Tender*” means the *Form of Tender* in Part C of the *ITT*;
- (d) “*Information Meeting*” has the meaning set out in Part B section 2.0;
- (e) “*ITT*” means this Invitation to *Tender* #1220-020-2023-001;
- (f) “*Notice of Award*” means a written letter of intent from the *Owner* to a *Tenderer* that the *Owner* accepts the *Tenderer’s Tender*;
- (g) “*Notice to Proceed*” means a written notice from the *Owner* to a *Tenderer* to whom a *Notice of Award* has been delivered, directing the *Tenderer* to proceed with the *Work* in accordance with the *Tender Documents*;
- (h) “*Owner*” means the City of Surrey;
- (i) “*Owner’s Representative*” has the meaning set out in Part B section 4.0 of the *ITT*;
- (j) “*Owner’s Website*” means <http://www.surrey.ca>;
- (k) “*Specifications*” means Part F of the *Tender Documents* consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*;
- (l) “*Tender*” means a tender submitted in response to this *ITT*;
- (m) “*Tender Documents*” means the documents identified as such in Part B section 7.0 of the *ITT*;
- (n) “*Tenderer*” means an entity that submits a *Tender*; and

- (o) “*Tender Price*” means the amount stipulated by the *Tenderer* in the space provided in the *Form of Tender*, including all applicable taxes, which price, for greater certainty, is the *Tenderer’s* proposed *Contract Price*.

All other capitalized definitions used in this *ITT* have the meanings given to them elsewhere in the *ITT*.

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PART B

INSTRUCTIONS TO TENDERERS

(These instructions apply to and govern the preparation of *Tenders* for this *Contract*.)

CITY OF SURREY (the “Owner”)

Contract: Synthetic Turf Supply and Installation – Tom Binnie Park

Reference No.: 1220-020-2023-001

1.0 Closing Time and Address For Tender Delivery

- .1 A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of Tender and should be accompanied by a copy of the original Bid Bond in an amount of ten (10%) percent of the *Tender Price*.
- .2 The *Tenderer* should submit the *Tender* **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca
- .3 Confirmation of receipt of email will be issued. *Tenders* that cannot be opened or viewed may be rejected. A *Tenderer* bears all risk that the *Owner's* receiving equipment functions properly so that the *Tender* is received:

on or before the following date and time

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

Tender Closing Date: May 18, 2023

(the “Closing Time”).

- .4 **Note:** The maximum file size the *Owner* can receive is 10Mb. If sending large email attachments, *Tenderers* should phone [604-590-7274] to confirm receipt.
- .5 The *Owner* intends to open *Tenders* in private, but reserves the right to open *Tenders* in public at its sole discretion.
- .6 *Tenders* received after the *Closing Time* will not be accepted or considered. Delays caused by any delivery, technological delays, courier or mail service(s) will not be grounds for an extension of the *Closing Time*.
- .7 For the purpose of the *Tender* submission, digital copies of original documents and signatures sent **electronically** are accepted. Original documents are required upon request by the *Owner*.
- .8 *Tender* submissions are subject to the *Freedom of Information and Protection of Privacy Act*.
- .9 *Tender Costs* – The *Tenderer* has the sole responsibility for any costs associated with preparing and submission of its *Tender*.

2.0 Information Meeting

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

3.0 Amendments to Tenders

- .1 *Tenders* may be revised by written amendment, delivered to the email address set out in Section 1.0 above, at any time before the *Closing Time* but not after. An amendment should be signed by an authorized signatory of the *Tenderer* in the same manner as provided by Section 8.3. E-mailed amendments are permitted, but such amendment should show only the change to the *Tender Price(s)* and should not disclose the actual *Tender Price(s)*. A *Tenderer* bears all risk that the City's receiving equipment functions properly so as to facilitate timely delivery of any amendment.

4.0 Inquiries

- .1 All inquiries related to this *ITT* should be directed in writing to the person named below (the "**Owner's Representative**"). Information obtained from any person or source other than the *Owner Representative* may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

Business Email: purchasing@surrey.ca

Reference No.: 1220-020-2023-001

- .2 Inquiries should be made no later than seven (7) *Working Days* before the *Closing Time*. The *Owner* reserves the right not to respond to inquiries made within seven (7) *Working Days* of the *Closing Time*. Inquiries and responses will be recorded and may be distributed to all *Tenderers* at the discretion of the *Owner*.
- .3 *Tenderers* finding discrepancies or omissions in the *Tender Documents*, or having doubts as to the meaning or intent of any provision, should immediately notify the *Owner's Representative*. If the *Owner* determines that an amendment is required to this *ITT*, the *Owner Representative* will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this *ITT* or may be relied upon by any *Tenderer*.

5.0 Addenda

- .1 If the *Owner* determines that an amendment is required to this *ITT*, the *Owner's Representative* will issue a written addendum by posting it on the BC Bid website at www.bcbid.gov.bc.ca and the *Owner's* website at www.surrey.ca (collectively, the "**Websites**") and upon posting will be deemed to form a part of this *ITT*. It is the responsibility of *Tenderers* to check *Websites* for addenda. The only way this *ITT* 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 ITT or may be relied upon by any *Tenderer*. By delivery of a *Tender* the *Tenderer* is deemed to have received, accepted and understood the entire ITT, including any and all addenda.

6.0 Examination of the Contract Documents and Place of the Work

- .1 By submitting a *Tender*, *Tenderers* shall be deemed to have inspected and examined the *Place of the Work* and surroundings and to have reviewed all applicable *Contract Documents* in order to obtain a satisfactory comprehension of the *Work* required and shall satisfy themselves and make all investigations necessary as to the quantities, *Place of the Work* and nature of the *Work*, the means of access to the *Place of the Work*, the accommodation and facilities they may require, and the conditions under which the labour force will be employed, and in general have themselves obtained all necessary information, local or otherwise, as to risks, contingencies, and other circumstances which may influence or affect their *Tender*. Additional payment will not be allowed for any such site conditions which a *Tenderer*, experienced in work similar to the *Work*, would have observed by these inspections.

7.0 Tender Documents

- .1 The *Tender Documents* which a *Tenderer* should review to prepare a *Tender* consist of all of the *Tender Documents* listed below. *Tender Documents* may be viewed and/or obtained from the *Owner's* Managed File Transfer website noted below. Printing will be the sole responsibility of the *Tenderer*.

In the URL, or address field at top, enter the following address:

<https://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login"

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2023-001

- .2 The following is the list or description of the *Tender Documents* referred to in the *Tender* for the above named project:
 - (a) Cover Page and Table of Contents to the *ITT*;
 - (b) Part A – Introduction;
 - (c) Part B – Instructions To *Tenderers*;
 - (d) Part C – Form of *Tender*, including Appendices;
 - (e) Part D – Form of Agreement, Standard Construction Document CCDC 2, 2008, Agreement, Definitions, the General Conditions of the Stipulated Price Contract;
 - (f) Part E – City of Surrey, Supplementary General Conditions, Stipulated Price Contract CCDC 2 – 2008;
 - (g) Part F – *Specifications* (Project);
 - (h) Part G – *Drawings*, as listed in the *Drawing Index*;
 - (i) Part H – Samples of Forms;

- (j) Any and all amendments, addenda, and questions and answers issued by the *Owner* prior to the *Closing Time*; and
 - (k) All other specifications and drawings for the *Work* referred to in any of the above listed documents.
- .3 Any additional information made available to *Tenderers* prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in this Tender Document is not included in the *Contract Documents*. Such additional information is made available only for the assistance of *Tenderers* who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

8.0 Tender Submission Form and Contents

- .1 **Submission** – *Tenders* should reference the *Tenderer's* name, title of project and *Tender* reference number.
- .2 **Form of Tender** - *Tenderers* should complete the **Form of Tender attached as Part C – Form of Tender, including Appendices 1 through 8**. *Tenderers* are encouraged to respond to the items listed in Appendices 1 through 8 in the order listed. *Tenderers* are encouraged to use the forms provided and attach additional pages as necessary.
- .3 **Signature** - The legal name of the person or firm submitting the *Tender* should be inserted in Part C – Form of Tender. The *Tender* should be signed by a person authorized to sign on behalf of the *Tenderer* and include the following:
- (a) If the *Tenderer* is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The *Tender* 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 *Tender* on behalf of the corporation is submitted;
 - (b) If the *Tenderer* 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 *Owner* 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 *Tenderer* is an individual, including a sole proprietorship, the name of the individual should be included.

9.0 Tender Price

- .1 The *Tender Price* is to be entirely in Canadian currency and will consist of:
 - (a) the total of all prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding GST
- .2 The *Tender Price* will include any and all amounts the *Tenderer* will accept for performing the *Work* and any and all costs of any kind that the *Tenderer* might incur in connection with the *Work*, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, provisions required to ensure maintaining the site operational throughout the term of the *Project*, financing, posting bonds, completion of substantial completion documentation, carrying insurance and overhead and any and all profits.
- .3 The *Owner*, in respect of any *Tender*, in order to meet budget limitations, or for any reason, may choose to proceed with only some, but not all of the *Work*, as originally described in the *Tender* documents, and as bid on in any *Tender*, and accept a *Tender* on that basis, in which case the scope of the *Work* will be reduced to those items identified in a letter of intent as being the *Work* with which the *Owner* wishes to proceed and the total *Tender Price* will be adjusted accordingly.

10.0 Bonding

- .1 Each *Tender* should be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the “City of Surrey”, in the amount of ten percent (10%) of the *Tender Price*.
- .2 The *Contractor* should, no later than 10 business days after receipt of a letter of intent, provide to the *Owner* a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, or as otherwise agreed to in writing from the *Owner*. The cost of all Bond premiums shall be included in the *Tender Price*, and noted on the schedule of pricing sheet.
- .3 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond:	CCDC 220 (latest)
Performance Bond:	CCDC 221 (latest)
Labour and Material Payment Bond:	CCDC 222 (latest)
- .4 The cost of the performance bond and the cost of the labour and material payment bond shall be included in the *Tender Price*.

11.0 Acceptance of Tenders

Notwithstanding anything to the contrary contained in the *ITT* or any other document, material or communication:

- .1 The *Owner* need not necessarily accept the *Tender* with the lowest *Tender Price*, or any *Tender*, and the *Owner* reserves the right to reject any and all *Tenders* at any time, or cancel the *ITT* process, without further explanation and to accept any

Tender the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any *Tender* is contingent on having sufficient funding for the *Work* and a *Contract* with a *Tenderer*.

- .2 Where the *Owner* is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the *Tender*, then whether or not such an ambiguity or discrepancy actually exists on the face of the *Tender*, the *Owner* may, prior to *Contract* award, solicit clarification from the *Tenderer* or accept clarification from the *Tenderer* on any aspect of its *Tender*. Such clarification may include the acceptance of any further documents or information which will then form part of the *Tender*. The soliciting or accepting of such clarification (whether or not solicited) by the *Owner* will be without any duty or obligation on the *Owner* to advise any other *Tenderers* or to allow them to vary their *Tender Prices* as a result of the acceptance of clarification from any one or more *Tenderers* and the *Owner* will have no liability to any other *Tenderer(s)* as a result of such acceptance of clarification.
- .3 All *Tenders* will remain open for the *Owner* to accept at any time for a period of sixty (60) calendar days after the *Closing Time*.
- .4 If the *Owner* considers that all *Tenders* are priced too high, it may reject them all.
- .5 The *Owner*, prior to awarding of any *Contract*, may negotiate with the *Tenderer* presenting the lowest priced *Tender*, or any *Tenderer*, for changes in the *Work*, the materials, the specifications or any conditions, without having any duty or obligation to advise any other *Tenderers* or to allow them to modify their *Tenders*, and the *Owner* will have no liability to any *Tenderer* as a result of such negotiations or modifications.
- .6 The *Owner* and its representatives, agents, *Consultants* and advisors will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a final *Contract*, or other activity related to or arising out of this *ITT*, including in the event the *Owner* accepts a non compliant *Tender* or otherwise breaches the terms of this *ITT*.
- .7 A pre-award meeting may be conducted with the preferred *Contractor* prior to award to confirm project details and expectations of the *Owner*.
- .8 *Tenderers* are solely responsible for their own expenses in preparing and submitting a *Tender*, and for any meetings, negotiations or discussions with the *Owner* or its representatives and consultants, relating to or arising from the *ITT*. The *Owner* will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a contract, or other activity related to or arising out of this *ITT*.

12.0 Conflict of Interest

- .1 *Tenderers* should disclose any potential conflicts of interest and existing business relationships they may have with the *Owner*, its elected or appointed officials or employees. The *Owner* may reject a *Tender* from any *Tenderer* that the *Owner* judges would be in a conflict of interest if the *Tenderer* is awarded a final contract. The *Owner* may rely on such disclosure.

13.0 Discrepancies In Tender Submission

- .1 If there are any obvious discrepancies, errors or omissions in Appendix 1 - Schedule of Quantities and Prices (*Contract Price*)), then the *Owner* shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the *Tender* as submitted, and in particular:
 - (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
 - (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
 - (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity; and
 - (d) if there is a discrepancy between the written *Tender* price and amount stated in numerical figures, the amount stated in writing shall prevail.

14.0 Confidentiality

- .1 All *Tenders* become the property of the *Owner* and will not be returned to the *Tenderer*. All *Tenders* will be held in confidence by the *Owner* unless otherwise required by law. *Tenderers* should be aware the *Owner* is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

15.0 Evaluation

- .1 In exercising its absolute discretion the *Owner* will have regard to the information provided by the *Tenderer*, and may also have regard to any information obtained by the *Owner*, as well as from any other person, firm or corporation. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria:
 - (a) the proven experience of the *Tenderer*, and any listed *Superintendent* or *Subcontractors* to do the *Work*;
 - (b) the *Tenderer's* history on other projects including the quality of *Work*, changes in the *Work*, force account work, and the contract administration costs of the *Owner*;
 - (c) the *Tenderer's* ability to complete the *Work* within the *Preliminary Construction Schedule* including timelines in completing deficient *Work*;

- (d) maintenance costs, availability of parts and service, warranty and compatibility with existing equipment and/or conditions; and
- (e) the *Tenderers* ability to work effectively with the *Owner*, its consultants and representatives, and the public.
- (f) the *Tenderers* compliance with the following criteria:
 - Inclusion of a civil (sub)contractor with proven experience in construction of permeable aggregate bases for new synthetic turf fields, including completing the construction of a minimum of three synthetic field bases in the past 5 years;
 - Inclusion of a synthetic turf (sub)contractor that is licensed by the synthetic turf manufacturer to install the synthetic turf system included in the Tender;
 - Inclusion of a synthetic turf system (turf, infill and shock pad) that is one of the pre-approved products listed in the ITT, or an alternative product that has been pre-approved prior to the Tender Closing date; and
 - Provision for utilizing purpose-built equipment for the removal of the synthetic turf and extraction of infill.

.2 The *Owner* may, in its absolute discretion, not award to a *Tenderer* if the *Tenderer*, or any officer or director of a corporate *Tenderer*, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the *Owner* and its elected and appointed officers and employees or any of them, or if the *Owner* has initiated legal action against any officers or directors of the *Tenderer* in relation to any other contract services or matter. In no event shall the *Owner* be liable for the *Tenderer's* cost of preparing a *Tender*.

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

16.0 Status Inquiries

.1 All inquiries related to the status of this *ITT*, including whether or not a *Contract* has been awarded, should be directed to the *Owner's* website and not to the *Owner's* representative.

17.0 Non-Residents

.1 If the *Contractor* is a non-resident of Canada and does not provide to the *Owner* a waiver of regulation letter, the *Owner* 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.

18.0 Construction Impact of Covid-19

.1 *Tenderers* are advised that the *Owner* acknowledges both the challenges and uncertainty in managing the Coronavirus (COVID-19) in BC's construction industry going forward. Portions of this *Tender* contains specific starting and completion

dates that may or may not be achievable, depending on future restrictions and the duration of these restrictions. Additional risk may be realized from supply chain issues and potential construction site slowdowns, resulting in a delay in delivery of the *Project*. Existing restrictions imposed by authorities that are known at the time of *Tender Closing Time* are to be taken into account in the *Tender Price*. The *Owner* will work with the successful *Contractor* to the extent possible through the *Contract* to address changes that develop from new legislative, regulatory, and other restrictions imposed by authorities, not known at the time of *Tender*. As a result of the above, the *Owner* reserves the right to not proceed with the *Project*, or award only a portion of the *Tender* based on an evaluation of all relevant risk following the *Tender Closing Time*.

19.0 Additional Instructions To Tenderers

- .1 In submitting a *Tender*, the *Tenderer* represents and warrants that:
- (a) prior to submitting the *Tender*, the *Tenderer* has disclosed to the *Owner* in writing any actual or potential conflict of interest;
 - (b) the *Tenderer* has not and will not offer or provide any gifts or personal benefit to any elected or appointed representative or employee of the *Owner*;
 - (c) except as disclosed in writing by the *Tenderer*, no elected or appointed representative or employee of the *Owner*:
 - (i) has any interest in the *Tenderer* by way of ownership or management,or
 - (ii) has or is entitled to have any interest in the *Contract* or any benefit arising therefrom; and
 - (d) the *Tenderer* has not and will not solicit or lobby any individual elected or appointed representative or employee of the *Owner* in regard to the award of the *Contract*.

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

- END OF SECTION -

PART C

FORM OF TENDER

City of Surrey (the "Owner")

Contract Name: Synthetic Turf Supply and Installation – Tom Binnie Park

Reference No.: 1220-020-2023-001

TO OWNER:

1. WE, THE UNDERSIGNED:

- 1.1 have received and carefully reviewed all of the *Tender Documents*, including the Instructions to Tenderers, the Form of Tender, the *Contract Documents*, the *Specifications* and *Drawings*, City of Surrey's Supplementary General Conditions, and the following Addenda, if any:

Addendum No.	Date Issued

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to Tenderers; and

2. ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all the *Work* and to provide all the labour, *Construction Equipment* and material all as set out in the *Tender Documents*, in strict compliance with the *Tender Documents*; and
- 2.2 The *Work* on this *Project* is anticipated to commence on **July 4, 2023** and to be substantially completed on **August 18, 2023**.
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices listed in Appendix 1 - Schedule of Quantities and Prices, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of *Tender* comparison, our *Tender* is to perform and complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this *Form of Tender*. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and includes GST

3. WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices (if any)* are estimated, and that the actual quantities will vary.

4. WE CONFIRM:

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

- 4.1.1 Appendix 1 – Schedule of Quantities and Prices
- Appendix 2 – Force Account Labour and Equipment Rates
- Appendix 3 – Preliminary Construction Schedule
- Appendix 4 – Tenderer’s Experience in Similar Work
- Appendix 5 – Tenderer’s Senior Supervisory Staff
- Appendix 6 – Subcontractors and Suppliers
- Appendix 7 – Assurance of Permeable Aggregate Supply
- Appendix 8 – Technical Product Data Sheets (Turf, Infill and Pad)

4.1.2 the bid security as required by paragraph 10.1 of Part B - Instructions to *Tenderers*; and

4.1.3 the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed.

5. WE AGREE:

5.1 that this *Tender* will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Letter of Intent*”) by which the *Owner* accepts our *Tender* we will:

5.1.1 within 15 days of receipt of the written *Letter of Intent* deliver to the *Owner*:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor’s* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- (b) agreed upon Schedule of Values;
- (c) a finalized critical path *Construction Schedule*;
- (d) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures, signage and materials used to maintain the *Place of the Work* operations and access to staff and public users of the *Place of the Work*;
- (e) a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety

meetings, first aid attendant requirements, and training requirements and record keeping;

- (f) a WorkSafeBC “clearance letter” and Prime Contractor Designation letter indicating that the *Tenderer* is in WorkSafeBC compliance;
- (g) a copy of a valid City of Surrey or Intermunicipal Business License; and
- (h) a completed and signed Certificate of Insurance for the amounts required in the proposed *Contract Documents* as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner’s* sample insurance certificate form available on the *Owner’s* website.
http://www.surrey.ca/files/DCT_Standard_Certificate_of_Insurance_2014.docx#sthash.2d0R1V6z.dpuf

5.1.2 within fifteen (15) days of receipt of the written Letter of Intent, or such longer time as may be otherwise specified in the Letter of Intent, execute the *Contract Documents*; and,

5.1.3 within five (5) days of receipt of written *Notice to Proceed*, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*.

6. WE AGREE:

6.1 that, if we receive written *Letter of Intent* of this *Contract* and, contrary to paragraph 5 of this *Form of Tender*, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this *Form of Tender*, or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the Bid Security shall be forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the Bid Security; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

7. Our Business Address is as follows:

Business Phone: _____ - _____

Business Fax: _____ - _____

Business E-mail: _____

GST Registration No.: _____

Name and Title of *Contact* (for communication related to this *Tender*): _____

This *Tender* is executed this _____ day of _____, 2023.

Contractor:

(Full Legal Name of Corporation, Partnership or Individual)

(Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

For the purposes of comparison of *Tenders* and for subsequent payment, each *Tenderer* should breakdown its total *Tender Price* into the following lump sum items. We certify that the following is an accurate and balanced breakdown of our *Tender Price(s)*. *Work* required, but not specifically mentioned, is included in the item with which it is most closely associated with. Refer to *Drawings* and *Specifications* for a description of the *Work* to be involved in each item.

All prices and quotations including the *Tender Prices* shall include all taxes, but should not include GST. GST should be shown separately.

Reference No.: 1220-020-2023-001

Schedule of Quantities and Prices – Summary Sheet

Description	Amount
Synthetic Turf Supply and Installation – Tom Binnie Park	
Field 1	\$
GST:	\$
TENDER PRICE, including GST:	\$

Schedule of Quantities and Prices

A. Tom Binnie Park Field 1

Synthetic Turf Product (Name): _____

Shock Pad Product (Name): _____

Basic Work (lump sums):

A.1 - Remove & Dispose of Existing Turf: \$ _____

A.2 - Remove & Recycle Infill: \$ _____

A.3 – Civil - Inspect, Test and Regrade Base Aggregates: \$ _____

A.4 – Civil – Expose, Flush and Video Drain Lines: \$ _____

A.5 – Civil – Excavate & Dispose of Excess Gravel Offsite (for pad): \$ _____

A.6 - Supply and Install Shock Pad: \$ _____

A.7 - Supply and Install Synthetic Turf (includes Lines/Markings): \$ _____

A.8 - Supply and Install New CRI Infill/Reuse Exist Infill: \$ _____

A.9 – Testing, as per Specifications: \$ _____

Subtotal: \$ _____

Tom Binnie Park Field 1 (Incl. Warm-Up Area) \$ _____

Out of Warranty Work

Provide a base price for out-of-warranty turf repair work assuming an eight-hour repair (one day), travel, lodging, meals and any other costs that would be incurred by the City. Actual costs would be adjusted allowing for inflation (based on prevailing inflation rate in British Columbia), and the actual difference. The cost of any additional work not indicated below should be pro-rated across the other line items indicated. Where costs would be applicable, indicate 'NC'.

Item	Unit Rate	Unit	Quantity	Cost
Turf Repair Crew	\$	Per crew hour	8 hours	\$
Superintendent	\$	Per hour	8 hours	\$
Travel (all Crew Members & Superintendent)	LUMP SUM			\$
Lodging (Crew & Superintendent)	\$	Per night	2 nights	\$
Meals – Crew/Superintendent	\$	Per day	2 days	\$
Materials – Turf	\$	Per sq. m.	20 sq. m.	\$
Materials – Infill, Glue	\$	Per sq. m.	20 sq. m.	\$

APPENDIX 2 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

1. Contractor Labour Rates

Tenderers shall utilize qualified skilled trades personnel on this *Project*.

Tenderers should provide force account labour rates in the table below for all labour categories that may be involved in the *Work*. The labour rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation.

The labour rates provided below are all inclusive and include without limitation, wages, taxes and assessments and benefits payable in accordance with applicable laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of the above, small tools are considered to be any tool worth \$2,000 or less in new value. All other tools should be listed as equipment in the table under item 2 below.

LABOUR CATEGORY	STRAIGHT TIME/HR (exclude GST)	OVERTIME RATE/HR (excluded GST)
1. Project Manager	\$	\$
2. Site Superintendent	\$	\$
3. Foreman	\$	\$
4. Turf Installation Superintendent	\$	\$
5. Turf Installer	\$	\$
6. Labourer	\$	\$
Others Not Listed Above (Specify):		
X.		
X.	\$	\$
X.	\$	\$

APPENDIX 3 - PRELIMINARY CONSTRUCTION SCHEDULE

Indicate Schedule with bar chart with major item descriptions and time (attach separate schedule if desired)

Tom Binnie Park Field 1:

CONSTRUCTION ACTIVITY	Time from Notice to Proceed									
	CONSTRUCTION SCHEDULE IN WEEKS									
(Insert the following milestone dates)	1	2	3	4	5	6	7	8	9	10
Mobilization										
Turf Removal										
Civil Work										
Pad Installation										
Turf Installation										
Infill Installation										
Testing and Commissioning										
Final Clean-up of Site										
<i>Substantial Performance</i>										

APPENDIX 4 – TENDERER’S EXPERIENCE IN SIMILAR WORK

1. TENDERER’S EXPERIENCE

This document is intended to provide information on the capacity, competence, and relevant experience of the Tenderer. Tenderer may supplement information with additional sheets if required. The following are mandatory requirements:

- A civil (sub)contractor with proven experience in construction of permeable aggregate bases for new synthetic turf fields, including completing the construction of a minimum of three synthetic field bases in the past 5 years;
- A synthetic turf system (turf, infill and shock pad) that is one of the pre-approved products listed in the ITT, or an alternative product that has been pre-approved prior to the Tender Closing date.
- Purpose built equipment for the removal of the synthetic turf and extraction of infill.

Provide sufficient information to demonstrate compliance with the above. Attach additional information if required.

Project #1 Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

Project #2 Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

Project #3 Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

Note: Use the spaces provided and/or attach additional pages, if necessary.

APPENDIX 4 – TENDERER’S EXPERIENCE IN SIMILAR WORK (Cont’d)

2. SUBCONTRACTOR’S EXPERIENCE

The following is a mandatory requirement:

- A synthetic turf (sub)contractor that is a licensed by the synthetic turf manufacturer to install the synthetic turf system included in the Tender;

Name of Subcontractor: _____

Year	Description of Contract	Name & Business Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Subcontractor: _____

Year	Description of Contract	Name & Business Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Subcontractor: _____

Year	Description of Contract	Name & Business Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Use the spaces provided and/or attach additional pages, if necessary.

APPENDIX 5 – TENDERER’S SENIOR SUPERVISORY STAFF

The Tenderer, having read and understood all documents relating to this Invitation To Tender confirm we possess the necessary qualifications as required by the specifications.

1. TENDERER’S SENIOR SUPERVISORY STAFF EXPERIENCE

Name: _____ Appointment: Project Manager

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Safety Supervisor

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Note: Qualifications and experience (resumes) should be provided in detail on separate sheets attached to this page. Back-up capability and personnel should be indicated of each category of staffing.

Note: Use the spaces provided and/or attach additional pages, if necessary.

2. SUBCONTRACTOR'S SENIOR SUPERVISORY STAFF EXPERIENCE

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Note: Use the spaces provided and/or attach additional pages, if necessary.

.

APPENDIX 6 – SUBCONTRACTORS AND SUPPLIERS

The *Tenderer* proposes to use the following *Subcontractors* and *Suppliers* for the divisions or sections of *Work / supply* listed below. [Note: It is not necessary for *Tenderer* to list all *Subcontractors* and *Suppliers* that the *Tenderer* proposes to use – only those for the divisions or sections of *Work / supply* as may be listed below.]

The named *Subcontractors* and *Suppliers* will not be changed without the written approval of the *Owner*.

1. Sub-Trade Section

Description of work /supply	Name, address and business phone number of Subcontractor / Supplier

2. Equipment Section

<u>Equipment</u>	<u>Manufacturer and Model</u>

The *Owner* reserves the right of approval for each of the *Subcontractors* and *Suppliers*. The *Contractor* will be given the opportunity to substitute an acceptable *Subcontractor* and *Supplier*, if necessary.

Use the spaces provided and/or attach additional pages, if necessary

APPENDIX 7 - ASSURANCE OF PERMEABLE AGGREGATE SUPPLY

We confirm that _____ (our proposed gravel supply subcontractor) has agreed to supply the permeable aggregates for this tender and they have reviewed the contract-specific aggregate specifications including the gravel gradations and manufacturing requirements. Our signature confirms that we understand and agree to the following:

NAME OF SUPPLY COMPANY

1. The permeable aggregates will be manufactured as two separate products, one for base course and one for top course.
2. The permeable aggregates will be manufactured by blending a mix of clean clear crushed rock and processed (washed) concrete sand to produce a product that will completely conform to the specified gradation and will also have the required drainage characteristics.
3. The entire required amount of base course aggregate will be produced and set aside in a single stockpile and will be subject to approval by the Consultant after reviewing results of random sampling of the finished stockpile.
4. The entire required amount of top course aggregate will be produced and set aside in a single stockpile and will be subject to approval by the Consultant after reviewing results of random sampling of the finished stockpile.
5. Samples of both the permeable base and top course aggregate will be individually field tested for drainage characteristics prior to allowing delivery to the site and will receive final approval by the Consultant only after meeting the drainage requirements.
6. The aggregates cannot be delivered to the site until final approval from the Consultant.

Signature of Permeable Aggregate Supplier

APPENDIX 8 – TECHNICAL DATA SHEETS (PART 1)

Infill Material

Indicate the technical specifications and detailed description of the components comprising the infill material of the synthetic turf system. Attach a separate specification sheet(s) where the proposed infill is a material other than recycled crumb rubber or recycled crumb rubber/silica sand blend.

Total Depth of Infill Material _____ inches (minimum)

Minimum Number of Infill Material Applications _____

Maximum Depth of Infill Material per Application _____ inches

Type of Infill _____

Infill Material – Check one:

Crumb Rubber/Silica Sand Blend
 _____% Sand by volume
 _____% Rubber by volume

Other (Describe/attach specifications)

For Crumb Rubber and Rubber/Sand Infills (Check as applicable):

- Ambient Ground Rubber
- Cryogenic Ground Rubber
- Recycled Truck Tires (check if applicable)

Crumb Rubber Supplier (Company name/address) _____

Crumb Rubber Particle Size Distribution (complete or attach sieve analysis)

mm	mm	%	%
mm	mm	%	%
mm	mm	%	%
mm	mm	%	%

The sand gradation (wet sieve analysis):

Sieve Size	% Passing (max – min)	Sieve Size	% Passing (max – min)
#8		#40	
#16		#50	
#20		#100	
#30			

Sand Description (Silica, ceramic-coated silica, etc.) _____
 _____% minimum rounded, compaction resistant, washed and dried

APPENDIX 8 – TECHNICAL DATA SHEETS (PART 2)

Supplier to provide 3rd party support documentation outlining Technical Data results for 'FIFA Quality Pro' Performance Standards for 'FIFA Quality Pro' designation in accordance with FIFA Quality Programme for Football Turf October 2015 Edition of the Handbook Requirements Version 3.1 (16.03.2020), and Handbook of Test Methods – Version 3.1 (16.03.2020).

Property	Test Method	Test Conditions			FIFA Quality Pro Req's	FIFA Quality Req's	Results
		Preparation	T°C	Cond.			
Vertical ball rebound	FIFA 01 & FIFA 15	Pre-Cond.	23°	Dry	0.60 – 0.85m	0.60 – 1.0m	
				Wet			
		Sim. Wear 3,000 cycles			0.60 – 0.85m	NA	
		Sim. Wear 6,000 cyc.			NA	0.60 – 1.0m	
Angle ball rebound	FIFA 02	Pre-cond.	23°	Dry	45 - 60%	45 - 70%	
				Wet	45 - 80%		
Reduced Ball Roll	FIFA 17 & FIFA 15	Pre-Cond.	23	Dry	4 – 8m	4 – 10 m	
		Sim. Wear 3,000 cycles		Dry	4 – 8m	NA	
				Wet	4 – 8m	NA	
		Sim. Wear 6,000 cycles		Dry	NA	4 – 12 m	
				Wet	NA	4 – 12 m	

APPENDIX 8 – TECHNICAL DATA SHEETS (PART 3)

Property	Test Method	Test Conditions			FIFA Quality Pro Req's	FIFA Quality Req's	Results
		Preparation	T°C	Cond.			
Shock absorption	FIFA 04 a & FIFA 15	Pre-cond.	23°	Dry	62 - 68%	57 -68%	
				Wet			
		Sim. Wear 3,000 cycles		Dry	62 - 68%	NA	
		Sim. Wear 6,000 cyc.			NA	57 -68%	
		Pre-cond.		50	Dry	62 - 68%	57 -68%
	FIFA0 4a 1st impact	-	-5°	Frozen	62 - 68%	57 -68%	
Vertical deformation	FIFA 05a & FIFA 15	Pre-cond.	23°	Dry	4 – 10 mm	4 – 11 mm	
		Pre-cond.		Wet			
		Sim. Wear 3,000 cycles		Dry	4 – 10 mm	NA	
		Sim. Wear 6,000 cycles.			NA	4 – 11 mm	
		Pre-cond.		50	Dry	4 – 10 mm	4 – 11 mm
	FIFA 05a 1st Impact		-5	Frozen	4 – 10 mm	4 – 11 mm	

APPENDIX 8 – TECHNICAL DATA SHEETS (PART 4)

Property	Test Method	Test Conditions			FIFA Quality Pro Req's	FIFA Quality Req's	Results
		Preparation	T°C	Cond.			
Rotational resistance	FIFA 06 or 6a & FIFA 15	Pre-cond.	23°	Dry	32 – 43Nm	27 – 48Nm	
				Wet			
		Sim. Wear 3,000 cycles		Dry	32 – 43Nm	NA	
		Sim. Wear 6,000 cycles			NA	27 – 48Nm	
Skin/Surface Friction	FIFA 08	Pre-cond.	23	Dry	0.35 – 0.75	0.35 – 0.75	
Skin/Surface Friction	FIFA 08	Sim. Wear 3,000 cycles	23	Dry	0.35 – 0.75		
Skin/Surface Friction	FIFA 08	Sim. Wear 6,000 cycles	23	Dry		0.35 – 0.75	
Skin Abrasion	FIFA 08	Pre-cond.	23	Dry	+/- 30%	+/- 30%	
Skin Abrasion	FIFA 08	Sim. Wear 3,000 cycles	23	Dry	+/- 30%		
Skin Abrasion	FIFA 08	Sim. Wear 6,000 cycles	23	Dry		+/- 30%	
Skin Abrasion	FIFA 08	Sim. Wear 6,000 cycles	23	Dry	0.35 – 0.75	0.35 – 0.75	
Heat Determination	FIFA 14	Pre-cond.	NA	Dry	For information	Optional Information	
Infill Splash	FIFA 16	Pre-cond.	23	Dry	Note <1.5% or ≥ 1.5%	NA	

APPENDIX 8 – TECHNICAL DATA SHEETS (PART 5)

	Property	Test Method	Requirement		Result
Artificial Weathering FIFA 10					
Artificial Turf (all colours)	Colour Change	EN ISO 20105-A02	> Grey Scale 3		
Pile Yarn (all colours)	Peak Breakage Force	EN 13864	% Change from green unaged to be no more than 25%		
Polymeric Infill	Colour Change	EN ISO 20105-A02	> Grey Scale 3, no change in shape		
Joint Strength: stitched seams	Joint Strength - unaged	EN 12228 Method 1	1000N/100 mm		
	Joint Strength – immersion in hot water	13744 & EN 12228 Method 1			
Joint Strength: bonded seams	Joint Strength - unaged	EN 12228 Method 2	75N/100 mm		
	Joint Strength – immersion in hot water	13744 & EN 12228 Method 2			
Property	Test Method	Condition	FIFA Quality Pro Req's	FIFA Quality Req's	Result
Tuft Withdrawal	ISO 4919	Unaged	≥ 40N	≥ 40N	
Tuft Withdrawal	EN 13744 & ISO 4919	Immersion in hot water	≥ 40N	≥ 40N	
Tensile Strength of shock pads and elayer (as applicable)	EN 12230	Unaged	≥ 0.15 MPa	≥ 0.15 MPa	
Water permeability	FIA 24	Unaged	≥ 180 mm/hr	≥ 180 mm/hr	

PART D

DRAFT FORM OF AGREEMENT

(Construction Document CCDC-2-2008)

(INCLUDED HERE BY REFERENCE ONLY)

The Agreement between the *Owner* and *Contractor*, the Definitions and the General Conditions shall be based on those contained in **Canadian Construction Document's Committee CCDC 2 Stipulated Price Contract - 2008**, amended and supplemented herein (refer to Part E – **Supplementary General Conditions**).

PART E

SUPPLEMENTARY GENERAL CONDITIONS **(Construction Document CCDC-2-2008)**

PART E

CITY OF SURREY

CCDC 2 – 2008 SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions consist of amendments and supplements to the Contract, the Definitions and General Conditions of the Contract of the Canadian Standard Construction Document CCDC 2 – 2008 – Stipulated Price Contract and shall be read in conjunction with this document.

In the event of any conflict between the provisions of the Standard Construction Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

Standard Construction Document CCDC-2-2008 is amended as follows:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-4 - CONTRACT PRICE

1. Refer to Article A-4:

Add the following:

- "4.6 The *Contract Price* which is detailed in Appendix B, includes all costs of the *Work*, including, without limitation, all costs incurred in the design and construction of the *Work*, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the *Owner* as specifically set out in this *Contract*, and the *Contract Price* shall include, without limitation:
- .1 all professional design, engineering and construction services and Products reasonably necessary to properly perform the *Work* and to permit the *Project* to operate as contemplated following *Substantial Performance of the Work*;
 - .2 all labour and materials;
 - .3 all *Products* incorporated into the *Work* including all other items such as machinery, equipment and fixtures incorporated into the *Work* as and where specified;
 - .4 all permits, fees, licenses and certificates of inspection and insurance in connection with the *Work* required by all authorities having jurisdiction including commercial builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
 - .5 all tests, inspections and approvals of the *Work* as required by the *Contract Documents*;
 - .6 all required soils reports as required by the *Contract Documents*;
 - .7 a *Project* sign mutually agreed to between the *Owner* and the *Contractor*;
 - .8 all warranties required under the *Contract Documents*;
 - .9 a Performance Bond and a Labour and Material Payment Bond;

- .10 completed certificate of insurance acceptable to the Owner; and
- .11 the construction or installation of all off site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the *Project*.

ARTICLE A-5 – PAYMENT

2. Refer to Article A-5.1:

Insert “ten” and “10” respectively in the two blanks.

3. Refer to Article A-5.3:

Delete Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

4. New Article A-9:

“ARTICLE A-9 CONTRACT DOCUMENTS REQUIREMENTS

- “9.1 Within 15 days of receipt of the *Owner* letter of intent the *Contractor* shall deliver to the *Owner*:
- (a) proof of all necessary permits, licenses, certificates and other authorizations required by all municipal, provincial or federal authorities, for the *Work* and proof of payment of all applicable fees;
 - (b) a finalized critical path construction schedule, generally in the form attached to the solicitation document;
 - (c) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor’s* obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - (d) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures signage and materials used to maintain *Place of the Work* operations; and access to staff and public users of the *Place of the Work site*;
 - (e) a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
 - (f) a current clearance letter from Workers' Compensation Board confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
 - (g) a copy of the insurance policies as requested; and
 - (h) a copy of City of Surrey or Intermunicipal Business License.

DEFINITIONS

5. Refer to Paragraph 6:

In the definition of *Contract Documents* immediately before the word “amendments” in the second line, insert the word “written”.

6. Refer to Paragraph 19:

Add at the end of this definition:

“which has been approved by *Owner*.”

7. New Paragraph 27:

Add the following:

“27. Abnormal Weather

Abnormal Weather means temperature, precipitation, wind or other weather conditions which, in any two week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.”

8. New Paragraph 28:

Add the following:

“28. Approved Prices

Approved Prices has the meaning set out in GC 4.1.8.”

9. New Paragraph 30:

Add the following:

“30. Cash Allowance

Cash Allowance has the meaning set out in GC 4.1.”

10. New Paragraph 31:

Add the following:

“31. Construction Schedule

Construction Schedule has the meaning set out in GC 3.5.1.”

11. New Paragraph 32:

Add the following:

“32. Overhead

Overhead means all costs associated with management, supervision, insurance, bonding, as-built preparation and warranty, administration and

supervision at the *Place of the Work* (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long-distance charges) courier, permits, insurance and bonding costs (including premium increases), small tools and general office supplies as required for the performance of the *Work*.”

12. New Paragraph 33:

Add the following:

“33. Superintendent

The *Superintendent* is the person or entity identified as such in the Contract Documents. The term *Superintendent* means the *Contractor’s* authorized representative as designated to the *Owner* in writing.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

13. Refer to GC 1.1.7.1:

Delete entirely and substitute the following:

“1.1.7 If there is a conflict within the *Contract Documents*:

- .1 the order of priority of documents, from highest to lowest, shall be:
 1. Agreement between the *Owner* and the *Contractor*,
 2. Addenda, if any,
 3. Definitions in this *Contract*,
 4. Supplementary General Conditions,
 5. General Conditions,
 6. Appendix A – *Specifications, Drawings and Reports*,
 7. Appendix B – *Contract Price*,
 8. Appendix C – *Construction Schedule*,
 9. Appendix D – Schedule of Force Account, Equipment Charge Out Rates, *Subcontractors* and *Product Suppliers*,
 10. Appendix E – Prime Contractor Designation – Letter of Understanding,
 11. Appendix F – *Contractor* Health & Safety Expectations,
 12. Appendix G – Site Safety Plan & Emergency Response - Information, including Key Personnel of Construction Team,
 13. Appendix H – Insurance Endorsement,
 14. Appendix I – Performance Bond,
 15. Appendix J – Labour & Material Payment Bond,
 16. Appendix K – Workers’ Compensation Board Clearance Letter,
 17. Appendix L – Statutory Declaration,
 18. Appendix M – Notice of Certification of Completion,
 19. Appendix N – Certification of Completion, and
 20. Appendix O – Posting Compliance Form.

- .2 later dated documents shall govern over earlier documents of the same type.

GC 1.3 RIGHTS AND REMEDIES

14. New GC 1.3.3:

Add the following:

“1.3.3 No inspection, review, approval, consent or any other act or omission on the part of the *Owner* or the *Consultant* shall relieve the *Contractor* of any obligations under the *Contract* to complete the *Work* strictly in conformance with all *Contract Documents*.”

GC 1.4 ASSIGNMENT

15. Refer to GC 1.4.1:

Delete entirely and substitute the following:

“1.4.1 Neither party to the *Contract* shall assign all or any part of the *Contract* without the written consent of the other, which consent may be unreasonably withheld.”

16. New GC 1.5:

“GC 1.5 CONFIDENTIALITY

1.5.1 The *Owner* and the *Contractor* shall keep confidential all matters respecting legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such issues, except in strict confidence to its professional advisors.”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

17. Refer to GC 2.2.7:

Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” from the first line.

18. Refer to GC 2.2.10:

After the words “reasonable time.” Add the following words:

“Notwithstanding any other provision in the *Contract Documents*, any interpretation, finding, determination, ruling or decision of any kind made by the *Consultant* will not be final and may be disputed by either party pursuant to Part 8 – DISPUTE RESOLUTION.”

GC 2.3 REVIEW AND INSPECTION OF THE WORK

19. New GC 2.3.8:

Add the following:

“2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the *Contract Documents*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.”

GC 2.4 DEFECTIVE WORK

20. Refer to GC 2.4.1:

Delete entirely and substitute the following:

“2.4.1 If for any reason, including poor workmanship, defective *Products* or materials, and damage to completed *Work*, the *Consultant* rejects *Work* because it fails to conform to the *Contract Documents*, then the *Contractor* shall at the *Contractor’s* expense promptly remove such *Work* from the *Place of the Work* and replace re-execute it in accordance with the requirements of the *Contract Documents*. Such remedial work shall include any re-testing reasonably required to establish that the completed *Work* complies with the *Contract Documents*.

21. Refer to GC 2.4.3:

Delete entirely and substitute the following:

“2.4.3 If, in the opinion of the *Owner* or the *Consultant* it is not expedient to correct such defective *Work* or *Work* not performed in accordance with the *Contract Documents*, then the *Owner* or the *Consultant* may direct that such *Work* be left and the *Owner* may deduct from the monies otherwise due to the *Contractor* the difference in value to the *Owner*, considering the *Owner* intended use of the *Work*, between the *Work* as performed and that called for by the *Contract Documents*. The amount of such deduction will be determined in the first instance by the *Owner* upon the recommendation of the *Consultant*. If such amount as determined by the *Owner* is not acceptable to either party, then the provisions of Part 8 of the General Conditions – DISPUTE RESOLUTION shall apply

22. New GC 2.4.4:

“2.4.4 The *Contractor* shall complete the deficient and incomplete *Work* speedily and at the discretion and convenience of the *Owner*. Acceptance of the *Work* or occupancy of the *Project* or any portion thereof by the *Owner* or the *Consultant* shall not relieve the *Contractor* from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete

items of *Work* or those hidden deficiencies.”

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

23. New GC 3.1.3:

“3.1.3 The *Contractor* is solely responsible for ensuring that the *Work* is performed in accordance with the requirements of the *Contract Documents*.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

24. Refer to GC 3.2.4:

In line 2, after the words “*Contractor* shall” insert the words “as part of the *Work*, without additional cost to the *Owner*”.

GC 3.5 CONSTRUCTION SCHEDULE

25. Refer to GC 3.5:

Delete entirely and substitute the following:

“3.5.1 The *Contractor* shall within 15 *Working Days* following the award of the *Contract* prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a *Construction Schedule* indicating the planned start and completion dates of the major activities of the *Work*. The *Construction Schedule* shall be in more detail than the preliminary construction schedule and shall indicate completion of the *Work* in compliance with any specified milestone dates, and in conformity with the *Contract Time* and in accordance with the *Contract Documents*. The *Contractor* shall provide the *Construction Schedule* or revised schedules to the *Owner and Consultant* in electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the *Construction Schedule* submitted by the *Contractor* shall become the baseline construction schedule.”

3.5.2 The *Contractor* shall:

- .1 commence the *Work* promptly following the date of execution of this *Contract*; and
- .2 pursue the *Work* diligently to ensure that each of the milestone events for the completion of each component of the *Work* as identified in the *Construction Schedule*, as amended from time to time in accordance with paragraph 3.5.3 is achieved at or before the time specified therefore in the *Construction Schedule*.

3.5.3 The *Contractor* shall prepare and submit to the *Owner* and *Consultant* from time to time as required an update of the *Construction Schedule* to amend the milestone events for the completion of the relevant *Work* provided that no such amendment of the *Construction Schedule* shall amend the *Contract Time* (except to reflect any extension of the *Contract Time* agreed to in writing by the

Owner).

- 3.5.4 If in the reasonable opinion of the *Owner, the Consultant or the Contractor* at any time that the actual progress of the *Work* does not conform with the *Construction Schedule*, then, within ten (10) *Working Days* the *Contractor* shall:
- .1 provide the *Owner* and the *Consultant* with a report identifying the reasons for such nonconformity with the *Construction Schedule*;
 - .2 submit to the *Owner* and the *Consultant* for review a revised *Construction Schedule*, which shall:
 - (1) be in accordance with good industry practice;
 - (2) satisfy the design and construction requirements of the *Contract Documents*; and
 - (3) provide for the *Work* to be pursued diligently in accordance with the *Construction Schedule*.
- 3.5.5 The *Owner or the Consultant* may at any time as a *Change* request a revision to the *Construction Schedule* to accelerate the performance of the *Work* or any component thereof.
- 3.5.6 The *Owner* or the *Consultant* may, at any time, give written direction to the *Contractor* for the *Contractor* to accelerate the *Work*, in which event the *Contractor* will use reasonable best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* or *Consultant* the *Contractor* is behind the approved *Construction Schedule* due to a cause within the *Contractor's* control, then the cost of such acceleration shall be borne by the *Contractor*. If at such time the *Contractor* is not behind the *Construction Schedule*, or is not behind due to a cause within the *Contractor's* control, then the cost of such acceleration shall be for the account of the *Owner*.”

GC 3.6 SUPERVISION

26. Refer to GC 3.6.1:

Delete entirely and substitute the following:

“3.6.1 The *Contractor* shall employ a *Superintendent* at the *Place of the Work* 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 the Work* while *Work* is being performed.”

27. Refer to GC 3.6.2:

Delete entirely and substitute the following:

“3.6.2 The *Superintendent* shall represent the *Contractor* at the *Place of the Work* and instructions given to the *Superintendent* by the *Owner* or the *Consultant* shall be held to have been given to the *Contractor*.”

28. New GC 3.6.3:

Add the following:

“3.6.3 If the competence or performance of the *Superintendent* is not satisfactory to the *Owner* or 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 *Owner* or the *Consultant*, such consent not to be unreasonably withheld.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

29. Refer to GC 3.7.2:

Delete entirely and substitute the following:

“3.7.2 The *Contractor* shall not employ any *Subcontractor* or *Supplier*, or change a *Subcontractor*, or *Supplier* without the written approval of the *Owner*, which approval will not be unreasonably withheld.”

30. Refer to GC 3.7.4:

In line 2 after the words “required change”, add the following words:

“provided the parties shall not dispute.”

31. New GC 3.7.7:

Add the following:

“3.7.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work* in a good and workmanlike manner and in accordance with accepted industry practice”.

GC 3.8 LABOUR AND PRODUCTS

32. Refer to GC 3.8.3:

Delete entirely and substitute the following:

“3.8.3 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*.

33. New GC 3.8.4:

Add the following:

“3.8.4 The *Owner* and the *Contractor* acknowledge and agree that the beneficial ownership of any portion of the *Products* required by the *Contract Documents* to be incorporated and form part of the *Work* shall pass to the *Owner* immediately upon payment therefore or upon incorporation thereof as part of the *Work*, whichever first occurs. For greater certainty, title of *Products* delivered, but not installed, shall pass to the *Owner* when paid for (subject to any applicable holdback). The *Contractor* agrees to promptly execute and deliver to the *Owner*, from time to time as the *Owner* may require, any further documentation required to identify, evidence, perfect or protect the *Owner’s* beneficial, or registered interest in the *Products*. Notwithstanding the foregoing, the *Contractor* acknowledges and agrees that it shall continue to bear all risk of loss or damage with respect to the *Work* until the date of acceptance of the *Work* by the *Owner* in accordance with the *Contract Documents*.”

34. New GC 3.8.5:

Add the following:

“3.8.5 All *Products* shall be used strictly according to the manufacturers’ printed directions or recommendations unless specifically stated otherwise in the specifications. All *Products* shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers’ name and address, product type and name. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged *Products* shall be rejected and the *Contractor* shall remove such *Products* from the *Place of the Work* at the *Contractor’s* own expense.”

35. New GC 3.8.6

Add the following:

“3.8.6 The *Contractor* shall provide to the *Owner* or *Consultant* at least 2 weeks prior to the *Contractor’s* deadline for choices, or such earlier time as is agreed between the *Owner* and the *Contractor*, for approval by the *Owner* or *Consultant* such manufacturer’s standard samples as the *Owner* or *Consultant* may reasonably require. Samples shall be labelled as to origin and intended use in the *Work* and shall conform to the requirements of the *Contract Documents*.”

36. New GC 3.8.7:

Add the following:

“3.8.7 Immediately upon receiving from the *Consultant* a written notice stating the *Consultant’s* reasonable objection to the work conduct of any superintendent, foreman or worker at the *Place of the Work*, the *Contractor* will remove such persons from the *Place of the Work*.”

GC 3.10 SHOP DRAWINGS

37. New GC 3.10.13, 3.10.14 and 3.10.15:

“3.10.13 Unless specifically required by the *Contract Documents*, it is intended that the *Drawings* provided by the *Contractor* are sufficiently complete to permit the *Contractor* to proceed with the *Work*, and that *Shop Drawings* are required to show details such as fabrication methods, connections or other details that are not customarily included in *Drawings* provided by an owner for work similar to the *Work*.

3.10.14 The *Consultant* may require that a *Shop Drawing* be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the *Shop Drawing* has been prepared in compliance with applicable codes and design standards and good engineering practice.

3.10.15 If the *Owner* or the *Consultant* requires the review and stamping by a Professional Engineer of *Shop Drawings* that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the *Owner*.”

GC 3.11 USE OF WORK

38. New GC 3.11.3:

Add the following:

“3.11.3 The *Owner* reserves the right to take possession of and use any completed or partially completed portion of the building, regardless of the time of completion of the entire *Work*, providing that doing so does not interfere with the *Contractor’s Work*. Such taking possession or use of the buildings or part thereof shall not be construed as *Substantial Performance* of the *Work* or part thereof, or as final certificate for payment, or as an acknowledgement of fulfillment of the *Contract*.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

39. Refer to GC 4.1.2:

Delete entirely and substitute the following:

“4.1.2 The *Contract Price*, which includes the *Cash Allowances*, includes the *Contractor’s Overhead* and profit.”

40. Refer to GC 4.1.3:

After the word “authorized” insert the words “in advance”. Add the following at the end:

“When *Cash Allowance* are converted to *Approved Prices* any documents, *Drawings, Specifications* that are the basis of the solicitation revising *Cash Allowances* to *Approved Prices* are listed in the *Change Order* as an addition to the *Contract Documents*.”

41. Refer to GC 4.1.4:

Delete the last sentence entirely that for reference reads “Multiple cash allowances...the foregoing.”

42. New GC 4.1.8:

Add the following:

- “4.1.8 The components of the *Contract Price* set out in Appendix B – *Contract Price*, are substantially as follows:
- .1 the total scope of the *Work* has been divided into the line items as set out in column #2 of Appendix B – *Contract Price*. All elements of the *Work* will be allocated, without duplication, to one of the line items, regardless of the description listed in column #2;
 - .2 a cash allowance (each a “*Cash Allowance*”) has been determined for certain line items as set out in column #3 of Appendix B – *Contract Price*, which represents the parties’ best estimate for the cost of performing the *Work* related to a line item;
 - .3 the *Contractor* will not proceed with the *Work* related to a given *Cash Allowance* line item without the *Owner* prior written approval, and will not be entitled to any payment for such *Cash Allowance* line item prior to the *Owner* agreeing to an approved fixed price (the “*Approved Price*”) for that line item;
 - .4 expenditure of *Cash Allowances* is to be directed as per GC 6.2 *Change Order* or GC 6.3 – *Change Directive*, at the *Owner* directive. All *Work* under *Cash Allowances* are to be competitively bid (generally at least 3 quotations) unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on expenditures towards the *Cash Allowance* including unallocated amounts;
 - .5 when *Cash Allowance* are converted to *Approved Prices* any documents, *Drawings, Specifications* that are the basis of the solicitation revising *Cash Allowances* to *Approved Prices* are listed in the *Change Order* as an addition to the *Contract Documents*;
 - .6 the *Approved Prices*, when approved, will be inserted into column 4 of Appendix B – *Contract Prices*, and as full payment for the performance of such *Work*, the *Approved Price* will be included in the *Contract Price* (in substitution for the *Cash Allowance* for that line item), and paid by the *Owner* in accordance with the terms of this *Contract*. For certainty the *Cash Allowances* are intended to be indicative and the *Contractor* will not be entitled to payment of any *Cash Allowance* amount;
 - .7 for certainty an *Approved Price* may change the *Contract Price* but does not change the *Contract Time*; and
 - .8 the *Owner* agrees to use its best commercial efforts to review and agree on proposed *Approved Prices* within fifteen (15) *Working Days* of submission for approval by the *Contractor*.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

43. Refer to GC 5.1:

Delete entirely.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

44. Refer to GC 5.2.3:

Add the following at the end:

“The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for the *Work* performed pursuant to a *Change Order*. No payment for extras or changes of the *Work* will be made before the issuance of the applicable *Change Order*.”

GC 5.3 PROGRESS PAYMENT

45. Refer to GC 5.3.1.3:

Delete entirely and substitute the following:

“.3 the *Owner* to make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 30 days after the date on which the application for payment is delivered to the *Owner*.”

46. New GC 5.3.2:

“5.3.2 Builders Lien Holdback: The *Owner* shall hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Contractor* as a builders line holdback.”

47. New GC 5.3.3:

Add the following:

“5.3.3 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance of the Work*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Consultant* on account of deficient or defective *Work*. 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 certificate for payment.”

48. New GC 5.3.4:

Add the following:

“5.3.4 *Incomplete Work:* If after *Substantial Performance of the Work* 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 *Owner* may hold back from payments otherwise due to the *Contractor* the amount as estimated by the *Consultant* in consultation with the *Contractor* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.”

49. New GC 5.3.5:

Add the following:

“5.3.5 *Filed Builder Liens:* The *Owner* 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 *Owner* may, at its option, after 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 *Owner* shall pay such holdback to the *Contractor*, without interest.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

50. Refer to GC 5.4.1:

Delete entirely and substitute the following:

“5.4.1 When the *Contractor* considers that there has been *Substantial Performance of the Work*, the *Contractor* shall prepare and submit to the *Consultant* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work*. In particular, the *Contractor* shall submit the following documents with its request for review by the *Consultant* to establish *Substantial Performance of the Work*.

- .1 The list of all deficient and incomplete items of *Work* including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically-operated devices to the *Owner* operating and maintenance staff and any training required by the specifications, to the *Owner* satisfaction;
- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties required under the provision of this *Contract*, whether originating from the *Contractor* or *Subcontractors* or *Suppliers*;
- .5 A complete set of marked up construction *Drawings* and *Shop*

Drawings and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;

- .6 A current clearance letter from Workers' Compensation Board confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 A survey of the *Place of the Work* prepared by a British Columbia Land Surveyor confirming the exact area of the *Place of the Work* and the lot dimensions and confirming that the position of the *Place of the Work*, the side, front and back setbacks, building heights and finish grades comply with all municipal requirements; and
- .9 all keys required for the entire *Project*.

The requirement to provide the documents and other items listed in subparagraphs .1 through .9 does not limit the Contractor's obligations for completion of the *Work* noted elsewhere in the *Contract*."

51. New GC 5.4.4:

Add the following:

"5.4.4 No later than 25 calendar days following issuance of the certificate of *the Substantial Performance of the Work*, the *Contractor* shall provide to the *Owner* all service contracts, manufacturer's inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*. These requirements do not limit the *Contractor's* obligations for *Substantial Performance of the Work* noted elsewhere in the *Contract*."

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

52. Refer to GC 5.5.3:

Delete entirely.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

53. New GC 5.6.4:

Add the following:

"5.6.4 The *Contractor* will provide all necessary documentation reasonably required by the *Consultant* to determine amounts of such subcontract work and verify substantial performance of such subcontract work."

GC 5.7 FINAL PAYMENT

54. Refer to GC 5.7.4:

Delete “no later than five (5) days after the issuance of a final certificate for payment” and substitute with “on or before 30 days after the date on which the invoice is delivered to the Owner.”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

55. New GC 6.2.3:

Add the following:

“6.2.3 If the method of valuation, measurement, change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Consultant* in the first instance will determine the method of valuation, measurement, the change in *Contract Price* and *Contract Time* and the *Contractor* shall promptly proceed with the change. The *Contractor* may dispute the *Consultant’s* determinations as specified in GC 8.2.”

56. New GC 6.2.4:

Add the following:

“6.2.4 The *Contractor* will not be entitled to any *Overhead* or profit on *Change Orders* dealing with *Cash Allowances* specified in the *Contract*.”

57. New GC 6.2.5:

Add the following:

“6.2.5 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's* or the sub-subcontractor's *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."

GC 6.3 CHANGE DIRECTIVE

58. Refer to GC 6.3.6:

Delete entirely.

59. Refer to GC 6.3.7:

In line 1 (which for reference reads "The cost of performing...actual cost of the following:") insert the words "not including *Overhead* and profit" between the words "cost of".

60. Refer to GC 6.3.7.7:

Delete entirely.

GC 6.5 DELAYS

61. Refer to GC 6.5.5:

In line one delete the words "If no schedule is made under paragraph 2.2.13 of GC 2.2 – ROLE OF THE CONSULTANT, then"

62. New GC 6.5.6, 6.5.7, 6.5.8, 6.5.9, and 6.5.10:

Add the following:

"6.5.6 If the *Contractor* is delayed in the performance of the *Work* by its own acts or omissions, or those of its employees, agents or subcontractors, then the *Contractor* will not be entitled to any time extension or reimbursement as a result of such delay.

6.5.7 If the *Contractor* gives written notice of delay then as part of the *Work* the *Contractor* shall keep records of all actual costs relating to the delay.

- 6.5.8 In no event shall the *Contractor* be entitled to any extension of the *Contract Time*, or increase in the *Contract Price* on account of any delay costs:
- (a) for any delay that occurs more than 10 *Working Days* prior to the notice in writing;
 - (b) for any delay for which the *Contractor* has not kept and submitted the records;
 - (c) for any delay caused by any matter or condition that the *Contractor*, in proceeding with the *Work*, has covered or made in accessible for investigation by the *Consultant*; and
 - (d) for any delay pursuant to GC 6.5.6.

6.5.9 In the event of any delay the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor's* entitlement to an extension of the *Contract Time* and reimbursement of delay costs.

6.5.10 If the *Contractor* fails to meet the date for *Substantial Performance of the Work* as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

- (a) as a genuine pre-estimate of the *Owner* increased costs for the *Consultant* and the *Owner* own staff caused by such delay an amount of \$500.00 per day for each calendar day that actual *Substantial Performance* is achieved after the date for *Substantial Performance of the Work*; plus
- (b) all direct out-of-pocket costs, such as costs for safety, security or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

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

63. New GC 6.7:

“GC 6.7 ACCELERATION

6.7.1 If the *Consultant* determines that, because of the *Contractor's* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date of *Substantial Performance of the Work* (as may be adjusted pursuant to the *Contract Documents*) then the *Contractor* shall, upon written notice from the *Consultant*, at the *Contractor's* own cost take all reasonable measures to accelerate the *Work* so as to conform to the *Construction Schedule* and meet the date for *Substantial Performance of the Work*.

6.7.2 If the *Consultant* determines that, because of reasons other than the *Contractor's* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date for *Substantial Performance of the Work* (as maybe adjusted pursuant to the *Contract Documents*), or if the *Owner* desires to accelerate the *Work* to achieve early completion of the *Work*, then on written notice from the *Consultant* the *Contractor* shall accelerate the *Work* as may be directed by the *Consultant*, at the *Owner* cost, such

acceleration to be a change to which the provisions of Part 6 shall apply.

- 6.7.3 If the *Consultant* has not directed the *Contractor* to accelerate the *Work* at the *Owner* cost, the *Contractor* shall not be entitled to claim any payment on account of acceleration costs unless the *Contractor* has given prior written notice to the *Consultant* setting out that the *Contractor* intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not, by itself, entitle the *Contractor* to payment of such costs.
- 6.7.4 If the *Contractor* accelerates the performance of the *Work* because of a direction given pursuant to GC 6.7.1, or for the *Contractor's* own benefit, then the *Owner* may claim all reasonable costs incurred as a result of such acceleration, including additional costs of the *Consultant*, staff costs or other costs."

PART 7 DEFAULT NOTICE

GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

64. New GC 7.1.7:

- "7.1.7 If the *Owner* terminates the *Contractor's* right to continue with the *Work* in whole or in part, or terminates the *Contract*, the *Contractor* shall at the *Contractor's* expense, safeguard the *Work* then completed and the materials and equipment then delivered to the *Place of the Work* and do such other extra work as may be ordered by the *Owner* or *Consultant* for the purpose of leaving the *Work* in a safe condition."

PART 8 DISPUTE RESOLUTION

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

65. .2 Revise the heading, "**NEGOTIATION, MEDIATION AND ARBITRATION**" to read, "**NEGOTIATION, MEDIATION AND LITIGATION**"
66. Delete GC 8.2 in its entirety and substitute with the following:

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

Negotiation

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

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation.

Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation

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

GC 8.3 RETENTION OF RIGHTS

67. Refer to GC 8.3.2:

Delete all words following “...jurisdiction of the *Place of the Work*”.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

68. Refer to GC 9.1.1:

Delete entirely and substitute the following:

“9.1.1 The *Contractor* shall protect the *Work* and the *Owner* property and property adjacent to the *Place of the Work* from damage which may arise as a result of the *Contractor’s* operations under the *Contract*, and the *Contractor* shall be responsible for such damage as provided for in the *Contract*.”

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

69. Refer to GC 9.2.1:

Delete entirely and substitute the following:

"For the purposes of applicable environmental legislation, the *Owner* will be responsible for toxic or hazardous substances and materials present at the *Place of the Work* at the commencement of the *Work*. The *Contractor* will be responsible for toxic or hazardous substances brought onto the *Place of the Work* after commencement of the *Work*."

70. Refer to GC 9.2.2:

Delete entirely.

71. Refer to GC 9.2.3:

Delete entirely.

72. Refer to GC 9.2.4:

Delete entirely.

73. Refer to GC 9.2.5:

Delete entirely and substitute the following:

“9.2.5 If the *Contractor*

- .1 encounters toxic or hazardous substances at the *Place of the Work*;
or
- .2 has reasonable ground to believe that toxic or hazardous substances are present at the *Place of the Work*; which were not identified in the *Contract Documents* then the *Contractor* will:
 - (1) take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person’s exposure to any toxic or hazardous substances exceeds the exposure permitted by applicable law; and
 - (2) immediately report the circumstances in writing to the *Owner and the Consultant* in writing.”

74. Refer to GC 9.2.6:

Delete entirely and substitute the following:

“9.2.6 The *Owner* in consultation with the *Contractor* will retain a qualified independent expert to investigate and provide an opinion on:

- .1 the necessary steps required by applicable legislation to remove and dispose of any toxic or hazardous substances at the *Place of the Work* that must be moved in order to proceed with the *Work*; and
- .2 whether such toxic or hazardous substances were present prior at the *Place of the Work* prior to the commencement of the *Work*, or whether they were brought to the *Place of the Work* by the *Contractor*.”

75. Refer to GC 9.2.7:

Delete entirely and substitute the following:

“9.2.7 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible:

- .1 the *Contractor* will within ten (10) *Working Days*, prepare and deliver to the *Owner* or the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the

- Owner* or *Consultant* did not approve the plan, or such dates as otherwise agreed to;
- .2 having received approval from the *Owner* or the *Consultant*, the *Contractor* will promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 the *Contractor* will make good any damage to the *Work*, the *Owner* property or property adjacent to the *Place of the Work* as provided in GC 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .4 the *Owner* will reimburse the *Contractor* for the costs of all steps taken pursuant to GC 9.2.5 and 9.2.7; and
 - .5 the *Owner* will extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in GC 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, if any.”

76. Refer to GC 9.2.8:

Delete entirely and substitute the following:

- “9.2.8 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible the *Contractor* will:
- .1 within ten (10) *Working Days*, to prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* or the *Consultant* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Consultant*, promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 make good any damage to the *Work*, the *Owner* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY; and
 - .4 reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6.”

GC 9.4 CONSTRUCTION SAFETY

77. New GC 9.4.2:

Add the following:

- “9.4.2 It is a material term of this *Contract* that the *Contractor* and any personnel and Subcontractors in the performance of the *Work* who (a) will enter *Owner’s*

facilities or (b) will be in close physical proximity to *Owner's* staff outdoors, comply with the *Owner's* COVID 19 policy(ies) and requirements, including with respect to *Contractors* personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the *Owner* prior to beginning work each day at the *Place of the Work*. The *Contractor* will immediately remove any personnel or *Subcontractors* who do not meet, maintain or comply with any such polices and requirements.

The personal information collected will be held in confidence by the *Owner* and will be used only to monitor compliance with, and to administer, the *Owner's* vaccination policies. The *Owner* will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.”

GC 9.5 MOULD

78. Refer to GC 9.5.2:

In line 2, after the words “*Contractor's* operations under the *Contract*” insert the words “or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible in law,”

79. Refer to GC 9.5.3:

Delete entirely and substitute the following:

- “9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was not caused by the *Contractor's* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible in law:
- .1 the *Contractor* shall take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 the *Contractor* shall make good any damage to the Work, the *Owner* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken pursuant to paragraphs 9.5.3.1 and 9.5.3.2; and
 - .4 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay.”

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

80. New GC 10.1.3:

Add the following:

“10.1.3 Where documentation may be required for tax refund purposes, the *Contractor*

shall be responsible for providing the *Owner* with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the *Work* for which the *Owner* may lawfully claim exemption.”

PART 11 – INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

Delete all clauses in GC 11 entirely and substitute with the following:

81. Refer to GC 11.1.1.1:

Delete entirety and substitute with the following:

“11.1.1 Without restricting the generality of GC 12.1 INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

The *Contractor* will procure and, during the progress of the *Work*, maintain Commercial General Liability Insurance adding the *Owner* and the *Owner’s Consultant* as additional insureds. A valid Certificate of Insurance, approved by the *Owner’s Risk Management Division*, shall be provided prior to the commencement of the *Work*.

The *Contractor* shall notify the *Owner’s Consultant* and *Owner* immediately where an incident occurs that may give rise to a claim. Where an accident occurs that gives rise to a claim, the *Contractor* shall, at the *Contractor’s* cost, provide notices, proofs of loss and such other documentation as the insurer may require for processing the claim under the CGL

(a) Commercial General Liability Insurance (CGL)

- 1) The *Contractor* shall provide Commercial General liability coverage for losses arising out of operations of the *Contractor* including bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the *Contract*, in an amount not less than \$5,000,000 per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:
 - .01 Broad Form Property Damage Liability
 - .02 Premises and Operations Liability
 - .03 Elevator and Hoist Liability (as applicable)
 - .04 Broad Form Products and Completed Operations Liability
 - .05 Blanket Contractual Liability
 - .06 Contingent Employer’s Liability
 - .07 Non-owned Automobile Liability
 - .08 Cross Liability Clause
 - .09 Employees as additional insureds
 - .10 Sudden and Accidental Pollution Liability (\$2,000,000)
 - .11 Medical Payments Coverage
 - .12 Fire Fighting Expense Coverage
 - .13 Excavation, pile driving, shoring, blasting, underpinning and/or demolition work included (as required)

- 2) The CGL will also include 24 months of completed operations coverage which will commence upon *Substantial Performance of the Work*.
- 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.
- 4) The *Contractor* shall ensure that all sub-contractors provides and maintain CGL coverage with limits and terms as specified in para 1 and name the *Owner* and the *Owner's Consultant* as additional insureds. The *Owner* reserves the right to request copies of the Certificates of Insurance from the *Subcontractors*.

(b) Contractors Equipment

- 1) The *Contractor* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the *Contract* "all risks" insurance covering all *Construction Equipment* owned or rented by them for which they may be responsible.

(c) Aircraft and Watercraft

- 1) If Aircraft are used in connection with the *Work* performed under the *Contract*, the *Contractor* shall obtain, and provide evidence to the *Owner*, that Aircraft Liability Insurance is carried on all owned and non-owned aircraft used by the *Contractor* with limits of liability of not less than \$5,000,000 inclusive per occurrence for bodily injury (including passengers), personal injury, death and/or damage to or destruction of property, including loss of use thereof. Such Aircraft Liability Insurance shall contain a cross liability clause by which the liability of any one insured to another insured will be covered as though separate policies were issued to each.
- 2) If any Watercraft are used in connection with the *Work* performed under the *Contract* and such watercraft are not small watercraft as defined in and included under the CGL Policy procured by the *Owner*, the *Contractor* shall obtain, and provide evidence to the *Owner*, that (1) Protection and Indemnity Insurance including Pollution Liability and (2) Hull and Machinery Insurance is carried on all owned or non-owned watercraft used by the *Contractor* with Limits of Liability of not less than \$5,000,000 inclusive per occurrence.
- 3) The *Contractor* shall ensure the *Contractor*, the *Owner*, the *Owner's Consultant*, and their respective officers, directors, employees, consultants and agents, are added as Additional Insureds to both these policies.

(d) Marine Cargo Insurance (if applicable)

- 1) Except to the extent that the *Owner* in its sole discretion otherwise expressly agrees in writing to procure some or all marine cargo insurance, if ocean marine cargo is used the *Contractor* and each

Subcontractor shall insure all materials, equipment or other property to be supplied pursuant to the *Contract*, or used in the performance of the *Contract*, and which requires to be transported as ocean marine cargo for their full replacement value subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extension, and including transits and storage where applicable. In addition, if an entire vessel is chartered for shipping equipment then Charterer's Liability insurance shall be provided, in amounts sufficient to protect and indemnify the *Contractor* and its *Subcontractors* of all liability arising out of the chartering of such vessel.

(e) Motor Vehicles

- 1) The *Contractor* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the Contract such insurance as will protect such *Contractor* or *Subcontractor* (and others driving any motor vehicles with their consent) against the liability imposed by law upon such *Contractor* or *Subcontractor* or other person, for loss or damage including without limitation property damage, personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work, on and off the site, whether owned, rented, leased, borrowed or otherwise by such *Contractor* or *Subcontractor*.
- 2) Without restricting the generality of the foregoing, the *Contractor* and all *Subcontractors* shall provide Standard Owner Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance as provided by the Insurance Corporation of British Columbia ("ICBC") in accordance with the Automobile Insurance Act, with minimum inclusive limits for bodily injury and property damage (third party) of not less than \$3,000,000. If the *Contractor* or its *Subcontractors* have equivalent insurance from an insurer other than ICBC, such insurance shall provide no less coverage than that provided by ICBC in accordance with the foregoing.
- 3) A confirmation of Insurance (APV47), or equivalent form acceptable to the *Owner*, shall be provided by the *Contractor* and each *Subcontractor*.

(f) Other Insurance

- 1) The *Contractor* and each *Subcontractor* shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.
- 2) The *Contractor* at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the *Owner* as the *Contractor* considers necessary to fully protect and indemnify the *Contractor* against any liability in

excess of the coverage provided pursuant to the aforesaid policies procured by the *Owner*.

(g) Additional Insureds and Waiver of Subrogation

- 1) All insurance provided by the *Contractor* and the *Subcontractors*, other than Workers' Compensation, Automobile insurance and professional errors and omissions insurance, shall:
 - .01 have added as additional insureds the *Owner*, the *Owner's Consultant*, the *Contractor* and their respective consultants and subcontractors engaged in any part of the performance of the *Contract*, and their respective directors, officers, employees, servants, agents, partners, parents, subsidiaries, affiliated or related firms;
 - .02 contain a waiver of subrogation as against all Additional Insureds;
 - .03 contain a breach of warranty provision whereby a breach of a condition by the *Contractor* or any *Subcontractor* will not eliminate or reduce coverage for any other insured; and
 - .04 except for any excess Commercial General Liability insurance, be primary insurance with respect to any similar coverage provided by insurance procured by or available to the *Owner*.

(h) Cancellation

- 1) All insurance provided by the *Contractor* and the *Subcontractors*, other than workers' compensation and automobile insurance, shall contain endorsements on the following terms:

“NOTICE: It is hereby understood and agreed that this policy will not be cancelled or reduction in applicable limit without the Insurer(s) giving at least thirty (30) days prior written notice by Registered Mail to the *Owner*.”

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTY

GC 12.3 WARRANTY

82. New GC 12.3.7:

Add the following:

“12.3.7 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Contractor* shall secure such warranties or guarantees from the *Subcontractors* and *Product Suppliers* and they shall be assigned to or addressed to and in favour of the *Owner*. The *Contractor* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Contractor* shall deliver the originals plus two copies of such warranties or guarantees to the *Owner* upon *Substantial Performance of the Work*.”

ADD THE FOLLOWING:

83. Standard Construction Document CCDC – 2 – 2008 is further amended by adding the following new sections after Section 12

PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

GC 13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

84. New GC 13.1.1:

Add the following:

“13.1.1 All documents submitted to the *Owner* will be in the custody or control of, or becomes the property of, the *Owner* and as such are subject to the *Freedom of Information and Protection of Privacy Act*, and may be disclosed pursuant to that Act or otherwise required by law.

PART 14 CONFIDENTIALITY

GC 14.1 CONFIDENTIALITY

85. New GC 14.1.1:

“14.1.1 Except as provided for by law or otherwise permitted or required by this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services and this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.”

86. New GC 14.1.2:

“14.1.2 The *Contractor* agrees to return to the *Owner* all of the *Owner*’s property at the completion of this agreement, including any and all copies or originals of reports provided by the *Owner*.”

87. New GC 14.1.4:

“14.1.4 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* of the *Work* performed under the *Contract* without the prior written approval of the *Owner*.”

PART 15 SEVERABILITY

GC 15.1 SEVERABILITY

88. New GC 15.1:

Add the following:

“15.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:

- (a) separate and severable from this *Contract*; and
- (b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability; without affecting any of the remaining provisions of this *Contract* which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.”

- END OF SECTION -

Revised November 2021
RDO.

PART F

SPECIFICATIONS (PROJECT)

PERFORMANCE SPECIFICATIONS SYNTHETIC TURF

PART 1 – GENERAL

PREAPPROVED SYNTHETIC TURF SYSTEMS

The following monofilament/slit film (hybrid) synthetic turf systems are pre-approved for this project:

1. Xtreme Turf DXF60 SBR with ProPlay 23D pad (ACT Global)
2. GTQ 64HD SBR with Proplay 23D pad (Astroturf)
3. FTVT 60-REV 360-47 SBR with ProPlay 23D pad (Fieldturf)
4. Legion Pro 2.25" SBR with Proplay 23D pad (Italgreen S.p.A.)

Only the above products, or other product(s) that have been preapproved during the Tender stage will be acceptable.

Application for pre-approval of additional synthetic turf products is to be made no later than 2 weeks prior to the tender closing date. Application is to be accompanied by FIFA Quality or Quality Pro testing report carried out by an accredited FIFA testing firm on the same turf and infill as being proposed for pre-approval.

1.1 SCOPE OF WORK

- A. The scope of Work includes the provision of all labour, material, equipment, transportation and other services to install a complete new vertically draining infilled synthetic turf surface on one field including, but not specifically limited to, the following:
- .1 Design, manufacture and install a new synthetic turf surface to accommodate in the order of 3,000 hours of organized sport related use per year. The surfacing shall be a vertically draining, non-directional, tufted, monofilament/slit film infilled synthetic turf system on a shock pad.
 - .2 The synthetic turf system shall be designed to meet the minimum performance testing requirements outlined in the Specifications and Technical Data Sheets. A portion of the technical requirements includes meeting minimum testing equivalent to a FIFA Quality rating. Additional requirements supplemental to the FIFA Quality requirements will be required (as defined herein and elsewhere in the ITT). Note that post construction FIFA Quality certification will not be required.
 - .3 Unless at the time of Contract Award, the Owner has agreed to specific modification(s), the synthetic turf system shall meet the following key minimum qualities:
 - Infilled synthetic turf with crumb rubber and silica sand infill;
 - Shock/drainage pad is required;
 - Synthetic grass fibre height minimum of 57 mm (2.25 inches);
 - Infill composition (by volume) consisting of a crumb rubber (from truck tires) and silica sand;
 - Product and quality control test criteria meeting or exceeding FIFA Quality standards;

- Rolls are to be sewn together, not glued (except for inlaid lines and markings).
 - Minimum 40 oz/sq. yd. face weight
 - Min. 300 Micron fibre;
 - Roll seams are to be sewn and all inlaid lines and markings to be glued;
 - Product and quality control test criteria meeting or exceeding both FIFA Quality standards;
 - Product system (turf plus pad with crumb rubber/sand infill) is to hold a laboratory testing report prepared by a FIFA accredited laboratory confirming the system meets or exceeds FIFA Quality standards;
- .4 Coordination and cooperation with all other trades relating to and affecting the installation of the synthetic turf systems and related work (as applicable).
 - .5 Removal of and disposal of the existing synthetic turf and excess/unsuitable infill. Re-use of existing infill where feasible.
 - .6 Review and acceptance or certification of installed work of other trades directly affecting the Work of this Contract, especially of the gravel base as it applies to installation of turf plus Warranty implementation.
 - .7 Supply and installation of a complete vertically draining infilled monofilament/slit film synthetic turf surfacing system. Complete infilled turf systems will include the supply and installation of the synthetic turf including all infill material and other items described in the Specifications. The approximate total surface area of the new synthetic surface is as shown on the Drawings This area refers to the finished surface area of the turf (as measured at the face of the concrete edge anchor) and does not account for any additional material required for either joining seams, inlaying lines and markings or anchoring the turf around the edges of the fields. The amount quoted will apply provided the actual total surface area of the synthetic turf field at completion is within 1% (one percent) of the field area as described above.
 - .8 Installation and final survey of all tufted in and inlaid (as applicable) field sport lines and markings in accordance with the Specifications.
 - .9 Provide extra turf materials to the Owner for future repair and protective purposes as described in the Specifications.
 - .10 Provide maintenance and operating manual (in electronic format) on a compact disk, as described in the Specifications.
 - .11 Hire an independent testing agency approved by the Owner to complete all laboratory testing in accordance with the Specifications.
 - .12 Hire a FIFA accredited independent testing agency to complete post construction World Rugby One Turf testing.
 - .13 Provide one four-hour (minimum) workshop for Owner staff for the purposes of routine maintenance training and instruction on minor turf repairs. The workshop will be held at a location provided by the Owner on a date and time determined by the Owner. The Contractor will supply any equipment needed for the workshop and will also provide at least one experienced synthetic turf installer to demonstrate proper turf repair methods. Efforts will be made to accommodate any reasonable requests of the Contractor with respect to scheduling of the workshop.

.14 Provide full replacement, non-prorated, minimum eight-year Warranty in accordance with the requirements of the Warranty section of this document.

1.2 STANDARD SPECIFICATIONS FOR RULES

- A. Federation Internationale de Football Association (FIFA) – Soccer
- B. BC Soccer Association – Mini Soccer
- C. Federation of International Lacrosse (FIL)
- D. Canadian Football League (CFL)
- E. National Football League (NFL/High School Football)

1.3 STANDARD SPECIFICATIONS FOR TESTING & MATERIALS

- A. American Standard Testing Materials, (ASTM)
- B. Synthetic Turf Council Suggested Guidelines for the Essential Elements of Synthetic Turf Systems
- C. European Standards/European Norms (EN)
- D. Federation Internationale de Football Association (FIFA)

1.4 FIBER MANUFACTURERS

- A. The synthetic turf manufacturer shall furnish written documentation in the form of a signed affidavit certifying the source of the fiber used for the field including both green and any other colors used for the lines and markings.

1.5 PROJECT SUBMITTALS

- A. Key Personnel: Submit a listing of the key members of the Contractor's team. This shall include the Project manager, Project construction superintendent, quality control representative, testing agency, and any other important Project participants. The list shall include phone and fax numbers for each team member and 24-hour emergency telephone number for contacting job responsible personnel in an emergency.
- B. Field Shop Drawing Submittal: Submit the field Shop Drawings to the Owner for review and approval. The submittal shall include an electronic copy of the plans and the Specifications. The plans shall include field edging details, insert details, seam details, seam layout, gluing patterns, provisions for goals, dimensional Shop Drawing for all field lines, markings and boundaries.
- C. Schedule: Submit a schedule for all activities indicating dates and locations of specific tasks to be completed. Provide clarification and additional information as directed by Owner. Update as needed and submit corrected schedule to the Owner prior to dates altered on the schedule.

1.6 CONSTRUCTION SUBMITTALS

- A. Submit the following synthetic turf samples to the Owner for approval prior to commencing with the production of the synthetic turf field:
1. Two 50 cm x 50 cm samples each of green turf showing backing with perforations.
 2. Two 50 cm x 50 cm samples each of turf showing method of seam makeup with perforations. One sample to have example of inlaid lines.
 3. Two 20 cm x 30 cm samples each of the other colors proposed for use on the field for lines and markings.
 4. Two 1-kg samples of the proposed infill materials, each type.
- B. Submit the Artificial turf Warranty package and a USB Stick containing the operation and maintenance manual to the Consultant for approval prior to commencing with the field construction. Provide descriptions of any equipment required or recommended for field area conversions, maintenance and repair, citing specific vendors for each unit. Provide a separate section stating the approved activity usage for the turf and activities not recommended, all relative to the Warranty. Include maintenance recommendations including recommended coverings for special events, small repair procedures, minor seam repair, discussion of precautions to be practiced, general maintenance, and uses to avoid in order to protect the turf surface and to maintain installation's Warranty.
- C. Synthetic Turf Testing and Quality Control: Submit to the Owner results certified by an independent testing laboratory experienced in synthetic turf testing for the following tests performed on the synthetic field surfacing system:
- D. Artificial Turf Testing and Quality Control: Submit to the Consultant results certified by an independent testing laboratory experienced in Artificial turf testing for the following tests performed on the Artificial field surfacing system:

<u>Property</u>	<u>Reference Test</u>
Pile Yarn Type	Product Identification Statement
Thickness	ASTM 5034-09
Tensile Strength	ASTM D5034-09
Elongation	ASTM D5043-09
Yarn Melting Point	ASTM D789
Pile Height	ASTM D5823-05a
Pile Weight	ISO 8543:1998
Backing Weight	ISO 8543:1998
Total Weight	ISO 8543:1998
Backing Perforations	ASTM D5034-09
Tuft Bind (without infill)	ASTM D1335
Impact Attenuation	ASTM D355 (from FIFA test report)
Pill Burn Test	ASTM D2859
Permeability (with infill)	ASTM WK22081 (or approved in-lab test)
Total Lead Content	ASTM F2765 - 09
Gradation Analysis (infill only)	ASTM D5644-01 (2008)
FIFA performance testing	FIFA Quality testing (from FIFA test report)

E. Site Acceptance: Submit a letter confirming that an inspection of the finished field base has been conducted, noting all discrepancies, problems and conflicts. If no problems are found, this shall be so indicated. The Contractor's inspection shall include acceptance of the field base materials for both planarity and permeability, as well as any other factors the Contractor considers relevant to the synthetic turf installation. The Contractor's certification letter shall also include acceptance of the field subgrade and base as being totally suitable for the application of the Work, with the assurance that the synthetic turf installation work carried out on the field's subgrade and base will result in a "superior quality" athletic surface, fully warranted for the period and conditions specified herein. The Owner will provide permeability testing results conducted on the field bases to the Contractor for the Contractor's review and acceptance. The Consultant will produce a field base planarity inspection report summarizing the field's planarity. This planarity report will be provided to the Contractor for the Contractor's review and acceptance. Note that the Contractor will not be held responsible for any hidden substandard field subgrade and base conditions, or for the repair of field's subgrade and base work installed by others outside of the Contract (unless expressly provided for in the Contract).

1.7 PRE-INSTALLATION CONFERENCE

- A. The Consultant will conduct a conference at the project site. The following issues shall be discussed at this meeting:
1. Schedule.
 2. Submittal and approval of materials.
 3. Coordination issues with other contractors.
 4. Stockpiling of materials.
 5. Testing and inspection of materials and installation.
 6. Coordination with turf supplier.
 7. Acceptance of work area from other contractors.
 8. Field protection during and upon completion of surface installation.
 9. Turnover to Owner.

1.8 QUALITY CONTROL

- A. Submit to the *Owner* for approval a quality control plan. The plan shall designate a quality control representative for the Contractor's team. The plan shall also clearly specify the testing procedures for the field materials.
- B. Prior to shipment of the synthetic turf material for the field to the job site, synthetic turf material from every sixth roll shall be randomly sampled and then tested by an independent testing laboratory experienced with testing synthetic turf materials. The testing laboratory shall be completely independent with no ties to the turf manufacturer. The testing shall include the following:

<u>Property</u>	<u>Reference Test</u>
1. Pile Yarn Type	Product Identification
2. Thickness	ASTM 5034-09
3. Tensile Yarn Breaking Strength	ASTM D5034-09
4. Elongation	ASTM D5043-09
5. Yarn Melting Point	ASTM D789
6. Pile Height	ASTM D5823-05a
7. Pile Weight	ISO 8543:1998

8. Total Backing Weight	ISO 8543:1998
9. Total Weight	ISO 8543:1998
10. Backing Perforations	ASTM D5034-09
11. Tuft Bind (without infill)	ASTM D1335

- C. Copies of the test results shall be transmitted to the Owner and Consultant directly from the testing laboratory. The synthetic turf materials shall not be shipped to the site without written authorization from the Owner after the Owner and Consultant have approved the test results.
- D. Samples of the synthetic turf material tested from every sixth roll shall also be transmitted to the Owner for approval by the independent testing laboratory prior to shipment of the synthetic turf materials to the job site. Sample size shall be minimum 20 cm x 20 cm.
- E. Infill Testing: At least four weeks prior to the installation of the synthetic turf, the infill material shall be delivered to the site for the purposes of toxicity testing by a qualified testing company retained and paid for by the Contractor. The infill material will be sampled and tested for the following:
- EN 71-3 Requirements (Material of Category III)
 - Extractable Heavy Metals,
 - Polycyclic Aromatic Hydrocarbons,
 - Phthalates,
 - Benzene, and
 - Phenols

Infill test results exceeding the BC Tier 1 Soil and Groundwater Remediation Guidelines Table 1, BC Tier 1 Soil Remediation Guidelines (Residential/Park) and Table A-3 Surface Soil Remediation Guideline Values for Residential/Parkland Land Use - All Exposure Pathways will be rejected.

- F. Field Testing Requirements after Installation will be provided by a qualified testing company retained and paid for by the Contractor. The following will be required:
- Post construction World Rugby One Turf testing will be required by FIFA Certificated Laboratory.
 - One Turf Test results are to meet or exceed test data results on the FIFA Quality and Technical Data Sheets (where applicable).
 - G-Max Testing per ASTM, F1936-98 and ASTM, F355, procedure A
 - Impact Attenuation (HIC) based on EN 1177

1.9 CONSTRUCTION SUPERINTENDENCE

- A. The Contractor shall at all times employ personnel who are skilled in their respective work areas. Incompetent, careless or negligent employees or agents shall be forthwith discharged upon written request of the Consultant.
- B. All Work under the Contract shall be performed under the continuous on-site supervision of a competent superintendent who is thoroughly experienced in the class of work specified. There shall be on site at all times Work is being performed, a designated superintendent in the employ of the Contractor, and approved by the

Consultant, in responsible charge, managing the Project construction. The superintendent shall have the authority to make decisions for the Contractor.

- C. The superintendent shall be satisfactory to the Consultant in all respects, and Consultant shall have the right to require the Contractor to dismiss from the Project any superintendent whose performance is not satisfactory to Consultant, and to replace such superintendent with a superintendent satisfactory to Consultant. The lack of proper supervision by the Contractor or supervisory personnel shall, at the Owner's sole discretion, be just cause for suspension of the Work or termination of the Contract by the Owner.

1.10 TRAFFIC REGULATION

- A. Conduct operations in such a manner to avoid unnecessary interference to existing traffic. Minimize heavy vehicle traffic to and from site during peak traffic hours. Do not park vehicles in traffic lanes. Provide flag persons as required. Conform to Owner traffic control requirements.
- B. Contractor shall be responsible for all traffic control and emergency call outs resulting from Contractor operations.
- C. Maintain fire lanes, roadways and alleys to existing buildings continuously, as required by the fire department having jurisdiction.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturer's identification.
- B. Storage and Protection:
 - 1. Comply with manufacturer's recommendations.
 - 2. Store in dry place out of direct sunlight.
 - 3. Protect from damage by the elements and construction procedures.
- C. Bulk Materials: Deliver materials in clean, washed and covered trucks to eliminate contamination during transportation. Onsite stockpiling location is to be coordinated with Consultant. Stockpile only in areas free of debris and away from drainage routes. Cover with plastic or geotextile if material is to be stockpiled for more than 24 hours.

1.12 FIELD SYSTEM HOLD HARMLESS

- A. The Contractor shall hold the Owner, and Consultant, harmless from infringement of any current or future patent issued for the synthetic field surfacing system, pad system (if applicable), installation methods and vertical draining characteristics of the synthetic turf system.

1.13 FIELD DIMENSIONS AND LAYOUT

- A. The Contractor will be responsible for furnishing, setting and marking of all line, grade and location stakes, including offsets and general construction staking.
- B. The Contractor shall have on site at all times when work requiring control is being performed, all necessary equipment, supplies and instruments related thereto. A

qualified technician must be assigned to the crew for this Work. The equipment and technician must be available, at no additional cost, to the Consultant for checking, verifying and certifying construction control on site.

1.14 PROTECTION OF UTILITIES AND STRUCTURES

- A. The Contractor shall take special care to protect any existing structures and utilities.

1.15 CONSTRUCTION RECORD "AS-BUILT" DRAWINGS AND SPECIFICATIONS

- A. An accurately marked construction record set of Drawings and Specifications shall be kept on site as the job progresses. All changes or deviations from the original Contract Documents shall be recorded in red thereon for Work under the Contract.
- B. The record set shall be kept up to date at all times and shall be submitted periodically to the Consultant covering all Work for which progress payment is being requested. Failure to have the record set up to date shall, at the discretion of the Consultant, be reason to withhold payment until such information is recorded or submitted.

Upon completion of the Project and prior to final payment, the Contractor shall forward a complete record set of Drawings and Specifications showing the as-built notations to the Consultant.

1.16 WARRANTY OF SYNTHETIC TURF SYSTEM

- A. Refer to the attached Form of Warranty for the detailed requirements of the synthetic turf system warranty.
- B. The warranty is to be provided in the same format as specified in the attached Form of Warranty. Any changes are to be agreed to by the Owner prior to execution of the Contract.
- C. The warranty shall be signed by a principal of the applicable firm(s), duly authorized to make contracts at the same time as the Contract is executed.
- D. If the firm manufacturing and supplying the synthetic turf system is not the same entity as the Contractor, the warranty shall be co-signed by the turf manufacturer/supplier. Should the warranty be co-signed by the turf manufacturer/supplier, both the Contractor and the turf manufacturer/supplier will be jointly and equally liable for all commitments made under the warranty.
- E. The warranty period shall be a minimum of eight years from date of acceptance of the installed system by the Owner.

PART 2 - MATERIALS

2.1 GENERAL

- A. The field shall be comprised of vertically draining infilled synthetic turf system. The turf system shall consist of a synthetic grass like monofilament/slit film surface pile that shall be tufted into a synthetic backing.
- B. Infill material shall consist of clean crumb rubber and silica sand (unless the Contract

provides for an alternate infill material).

- C. The complete synthetic turf system shall be constructed of materials that minimize environmental impacts and risk to human health to the greatest extent feasible.
- D. All backing layers and coatings shall be firmly bonded together. Coating materials must be completely cured and bonded to the other backing layers. Synthetic turf panels or rolls that do not meet this requirement will be rejected.
- E. The entire system shall be resistant to weather, insects, rot, mildew, and fungus growth, and be non-allergenic and non-toxic. The entire system shall be constructed to maximize dimensional stability, to resist damage and normal wear and tear from its designated use, and to minimize ultraviolet degradation.
- F. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultraviolet rays at any location upon installation.

2.2 DYNAMIC CUSHIONING REQUIREMENTS

- A. The dynamic cushioning of the system shall not exceed a maximum value of 110 G's per ASTM, F1936-98 and ASTM, F355, procedure A at any location upon installation.

2.3 PERMEABILITY REQUIREMENTS OF THE SYNTHETIC TURF SYSTEM

- A. The system shall drain vertically a minimum of 750 mm precipitation per hour without visible surface ponding.

2.4 SYNTHETIC TURF PILE SURFACE

- A. The pile surface shall provide good traction in all types of weather with the use of conventional "sneaker-type shoes" and composition, molded-sole athletic shoes.
- B. The pile surface shall be suitable for both temporary and permanent line markings using rubber-base paint where applicable.
- C. Pile surface shall be nominally uniform in length for all portions of the field. Synthetic turf panels or rolls with irregular pile heights or with "J hooked" fibers that extend more than 5 mm above the surrounding fibers will be rejected.
- D. The colour shall be uniform with no visible deviations in shade permitted. Rolls that do not meet this requirement will be rejected.
- E. The grass fibre height, as measured from the top of the backing layers shall be a minimum of 57 mm or such greater height as indicated in the Technical Data Sheet. If a shock pad is provided, the grass fibre height may be reduced to the height indicated in the Technical Data Sheet.

2.5 SYNTHETIC TURF FABRIC SURFACE

- A. The fabric surface shall be constructed and installed in minimum 4.57-meter (15-foot) widths with no longitudinal or transverse seams, except for head or tee seams at field boundaries and inlaid lines within a finished roll assembly. The seams shall be 4.57

meter (15'-0") spacing.

- B. Rolls that do not lay evenly and with full dimension width will be rejected. No fitted pieces will be allowed to true alignment.

2.6 SYNTHETIC TURF SYSTEM MATERIAL COMPONENTS

- A. Pile fibers shall resemble freshly grown natural grass in appearance, texture and colors.
- B. Fabric backing for the infilled synthetic turf system can be loose laid and anchored at the perimeter of the field as shown in the details or adhered to the base.
- C. All turf seams for field areas shall be sewn with high strength, polyester fiber cord or nylon. For inlaid lines and markings where cemented seams are necessary, cemented with a supplemental backing material and/or, use supplemental backing material. If a non-permeable backing material exceeds 25 cm in width, it shall be perforated in accordance with clause 2.7 of this section. Perforations shall be drilled from the surface after the adhesive has set.

2.7 SYNTHETIC TURF PERFORATIONS

- A. If a permeable backing is utilized, perforations are not required. Certified independent test results indicating a minimum drainage rate of 750 mm per hour must be provided for the backing and infill material.
- B. Synthetic turf with tufted fibers and a coated backing must include perforations in the backing for vertical drainage.
- C. Perforations in turf backing to be a minimum of 5 mm diameter clear opening and shall be spaced a maximum of 100 mm uniformly on-center.
- D. The turf shall be perforated with a minimum of 95% integrity over entire surface. Holes must be full diameter, completely through the underside of the turf backing with no material residue or fragmented fibers remaining.
- E. The Consultant shall approve the turf perforations prior to shipment, upon shipment onsite, or during on-site perforating operations, as applicable.
- F. Any rolls delivered to the site that lack sufficient perforations, or have incomplete perforations shall be remediated or replaced with a roll that meets the requirements. Replacement will be of full rolls only (not partial rolls or sections of turf). Remediation measures include onsite manual perforation using a hot iron capable of burning a 5 mm diameter perforation in the turf.

2.8 INFILL MATERIALS

Existing Crumb Rubber and Sand Based Infill

- A. Existing crumb rubber and sand removed from the existing field should have foreign debris removed to the extent feasible prior to being reused on new synthetic turf field. Reclaimed infill material (if any) shall meet the sport performance, impact attenuation and environmental regulatory criteria of the specifications.

- B. Re-use approved existing infill material as part of the infill for the new synthetic turf system.

Crumb Rubber-Based Infill

- A. Crumb rubber shall be derived from used whole vulcanized commercial truck tires. Buffings, bladders and tubes shall not be used as feedstock.
- B. Crumb rubber infill shall have a specific gravity range from 1.1 minimum to 1.2 maximum as determined by ASTM D 297.
- C. Crumb rubber infill shall have an ash content of between 5 and 15% as determined by ASTM D 297.
- D. Crumb rubber infill shall not contain more than .01% liberated fibre (no more than 0.2 lbs per ton: equivalent to 3.2 ounces of fibre per 2,000 lb 'supersack') tested per ASTM D 5603. The liberated fibre remaining in the CRI shall be free flowing and not agglomerated into clumps of fibre as received at the job site.
- E. Crumb rubber infill shall be dry and free flowing.
- F. Crumb rubber infill shall be produced cryogenically, ambiently, or a combination.
- G. Where crumb rubber/sand blend infill is utilized, the materials shall consist of a blend of clean crumb rubber and silt-free silica sand. The infill composition ratio shall be crumb rubber and silica sand by volume, with the ratio to match the ratio on the FIFA Quality testing report.
- H. Sieve gradation specification shall be as indicated in the Technical Product Data Sheet.

2.9 LINES AND MARKINGS

- A. A complete field lining, marking and field boundary system shall be provided prior to installation of the surfacing system. Layouts shall be accurately surveyed and marked prior to installation. The lines and markings shall comply with the following standards (all where applicable):
- Federation Internationale de Football Association (FIFA) – Soccer
 - British Columbia Soccer Association – Small-Sided Soccer (ie. Mini Soccer)
 - National Football League (NFL) – Football
- B. The colour of the lines and markings shall be as shown on the Drawings.
- C. The lines and markings shall include all lines and markings shown on the Drawings.
- D. All lines and field markings shall be tufted or installed as synthetic turf inlays. Wherever possible, lines shall be tufted into the turf panels in lieu of inlays. All markings shall be uniform in color, providing a sharp contrast with the turf color, and shall have sharp and distinct edges. Markings shall be true and shall not vary more than 1 cm from specified width and location, except that no line or marking shall be uniformly smaller or larger than specified.

- E. Manufacturer shall guarantee that synthetic turf is adaptable to painted lines in the event painting is utilized in the future.
- F. For cemented seams, the supplemental backing material shall bridge all inlaid lines and markings a minimum of 10 cm on each side of the seam. Supplemental backing material that is greater than 30 cm in width shall be perforated in accordance with clause 2.7 of this section. Perforations shall be drilled from the surface after the adhesive has set.
- G. The fiber used for the lines and markings shall be of the same composition as that used for the green field areas.

2.10 MINIMUM SPECIFICATIONS FOR SYNTHETIC TURF SYSTEM MATERIALS

- A. The minimum material standards shall be as established by Specifications and the Technical Data Sheets provided by the Contractor prior to Contract execution. These standards will be verified and enforced and will be the basis for the Owner's testing. Material that fails to meet these minimum standards will be rejected. The Contractor, or the manufacturer of the synthetic turf fiber and fabric may elect to exceed these Specifications to insure compliance with all requirements and the Warranty as specified in this section.
- B. The maximum deviation with respect to the individual test results and the target standard tested against shall be plus or minus 5%, except that the material shall not be uniformly low.
- C. The minimum material standards for all synthetic turf materials must also meet or exceed those of the Synthetic Turf Council Suggested Guidelines for the Essential Elements of Synthetic Turf Systems. The minimum material standards will therefore be those combined requirements of the Technical Product Data Sheets, Contract Specifications, and the Synthetic Turf Council Suggested Guidelines for the Essential Elements of Synthetic Turf Systems.
- D. Where there is a conflict between the standards, the order of priority shall be the (1) Technical Product Data Sheets (includes the FIFA data sheets/testing report), (2) the Specifications and (3) the Synthetic Turf Council Suggested Guidelines for the Essential Elements of Synthetic Turf Systems.

2.11 DRAINAGE/SHOCK PAD – MINIMUM PERFORMANCE QUALITIES

- A. Drainage/Shock Pad shall provide impact attenuation and drainage conveyance as follows:
 - Impact Attenuation – 135 max (tested without turf), 110 max (tested with turf)
 - Drainage Conveyance - In-plane water flow capacity at a slope of 1% shall be a minimum of 0.155 l/s.m (0.75 gpm/ft), as tested per EN-ISO 12958 at a load of 2 kPa (0.3 psi)
- B. Product to meet the specified performance drainage and shock attenuation criteria under temperatures ranging from -20 degree Celsius to +40 degrees Celsius.
- C. Product thickness is to be uniform without any deviations.

- D. Product shall include continuous drainage channels to provide for unobstructed subsurface flow across adjacent panels in the direction of the field slope.
- E. Provide a full replacement, non-prorated twenty five (25) year warranty for the Drainage/Shock Pad covering defects in products and workmanship. The warranty will cover the following:
- Infiltration rate throughout the warranty period to be at least 85% of the specified infiltration rate at installation.
 - Product thickness (depth) throughout the warranty period to be not less than 70% of the specified depth at installation.
 - Product to remain flat and true to the underlying granular surface and not exhibit any signs of warping or buckling of joints and edges.
 - Product to not split, crack or otherwise deteriorate.
- F. Shock pad warranty is to identify the specific synthetic turf system installed over the Drainage/Shock Pad with a statement confirming the compatibility of the pad and turf system selected.
- G. Shock pad warranty is to be signed by the Drainage/Shock Pad manufacturer.
- H. Pre-approved shock pad products include the following:
- Schmitz Foam Products- ProPlay Sport 23D
 - Thermagreen - HD23SL-NW3-SG

PART 3 - EXECUTION

3.1 CERTIFICATION OF FIELD BASE INSTALLATION

- A. The Contractor shall perform an inspection of the field base and submit written certification of acceptance of the base for the installation of the synthetic turf system. The inspection and certification shall be completed at least two working days prior to turf installation. When planning the installation schedule, the Contractor shall allow for minor field base restoration work to be performed by the field base contractor.
- B. Summary of certification shall include, but not be limited to:
1. Acceptance of the base construction "finish surfaces" (planarity, granular surface stability, etc.) as being totally suitable for the application of Work specified under this section, and with the assurance that the synthetic turf installation work carried out on the field subgrade and base will result in a "superior quality" athletic surface, fully warranted for the period and conditions specified herein. The Consultant will produce a field base planarity inspection report summarizing the field planarity. This planarity report will be provided to the Contractor for the Contractor's review and acceptance.
 2. Verification and certification of the infiltration and permeability rates of the permeable base as applying to the Warranty. The Owner will provide permeability testing results conducted on the field base to the Contractor for the Contractor's review and acceptance.
- C. All discrepancies between the required materials, application and tolerance

requirements noted by the Contractor shall be brought immediately to the attention of the Consultant. Failure of the Contractor to immediately inform the Consultant of any prior work that does not meet the required Specifications will result in the turf installer being required to perform any work needed to bring the base to acceptable condition. Note that the Contractor will not be held responsible for any hidden substandard field subgrade and base conditions.

3.2 SYNTHETIC TURF INSTALLATION

- A. Perform all Work in strict accordance to the Drawings, Shop Drawings and manufacturer's specifications and instructions.
- B. Verification: The Contractor is responsible for inspecting, verifying, and accepting all installed Work of this section.
- C. Environmental Conditions: Do not apply adhesive materials or infill material when:
 - 1. Ambient air temperature is below 10 degrees C.
 - 2. Material temperatures are below 10 degrees C.
 - 3. Rain is falling or pending.
 - 4. Conditions exist, or are pending, that will be unsuitable to the installation of the system.
- D. Preparation:
 - 1. Accept bases onto which the synthetic turf surfacing system and the anchoring system(s) are to be applied, as specified above.
 - 2. Immediately prior to application of the synthetic turf, the bases shall be thoroughly cleaned of all foreign material, soil, or any other substances that may be detrimental to permeability and the installation of the turf system.

3.3 INSPECTION OF MATERIALS

- A. Prior to installation, and immediately upon delivery of synthetic turf system materials to the Project site, the Contractor shall inspect material as follows:
 - 1. General inspection for damaged or defective items;
 - 2. Measure turf pile height and thickness of each roll;
 - 3. Measure backing perforation diameter and spacing;
 - 4. Reject damaged materials and all materials out of tolerance with the Specifications.
 - 5. Conduct such additional inspections as are required to ensure quality control is maintained to a high level.
- B. After installation, inspect Project area for acceptable seaming, adhesive bonding, uniformity of color of turf, bubble-free surface smoothness as laid, field lines and markings, insert installations, edge details. Remove and/or repair deficient workmanship prior to requesting the Consultant's inspection pursuant to completion and acceptance of the Work.

3.4 OWNER'S TEST

- A. Owner may have samples of the turf submitted and tested for verification of

conformance to Specifications. Turf system acceptance is subject to the results of these tests.

- B. Any material so tested and found not conforming to the Specifications will be rejected and replaced with material conforming to the Specifications at the Contractor's expense. Re-submittal shall be required.

3.5 IN-FILLED SYNTHETIC TURF INSTALLATION

- A. The fabric surface shall be constructed and installed in 4.57 meter (15 –foot) minimum widths with no longitudinal or transverse seams, except for head or tee seams at each field's boundaries and inlaid lines within a finished roll assembly.
- B. No head seams shall be permitted inside of the soccer field boundaries. A single head seam will be permitted in the quarter turned panels outside of the soccer sidelines.
- C. Rolls that do not lay evenly and with full dimension width will be rejected. No fitted pieces will be allowed to true alignment.
- D. Bonding of Material Surfaces: The bonding or fastening of all system material components shall provide a permanent, tight, secure and hazard-free, athletic playing surface. System material components include:
 - 1. Bonding all seams and inlaid line and markings.
 - 2. Bonding and seaming must maintain their integrity for total length of Warranty period.
- E. Seams (Joint)
 - 1. All turf seams shall be sewn with high strength polyester fiber cord or nylon.
 - 2. Where cemented seams are required for inlaid lines and markings, the supplemental backing material shall bridge all seams a minimum of 100 mm on each side of the seam. Supplemental backing material that is greater than 250 mm in width shall be perforated in accordance with paragraph 2.7 of this section. Perforations shall be drilled from the surface after the adhesive has set.
 - 3. Backing layers must lie flat on the field base to provide a uniform pile surface.
 - 4. The width between fiber rows at the seam locations shall not exceed that of the tufting gauge of the turf materials.
 - 5. All sewn seams shall be brushed to provide full coverage of fiber over the thread.
 - 6. All cemented seams shall be brushed to eliminate any adhesive materials from the fibers.
- F. Turf Edges: Turf edges to be as shown on the edge fastening detail and specified herein.

3.6 LINING / MARKING INSTALLATION

- A. Complete field markings shall be provided with the initial installation of the surfacing system. The Contractor shall provide lines and markings in conformance with these Specifications. Layouts shall be accurately surveyed and marked prior to installation.
- B. If overlapping backing materials are utilized for the inlaid lines and markings resulting in a non-permeable surface in excess of 250 mm wide, the backing materials shall be

perforated in conformance with section 2.7 from the surfacing after gluing and prior to installation of the infill material.

3.7 INFILL INSTALLATION

- A. The infill material shall be applied in a dry condition and when the synthetic turf is dry.
- B. Infill materials will be installed with a minimum of 8 applications.
- C. The infill installation shall not result in fiber material trapped below the surface of the infill material. If fiber is trapped below the surface, a portion or all of the infill material must be removed and reinstalled.
- D. The infill material shall be installed at a uniform depth across each entire field area. Infill depths shall not vary by more than 5 mm across each field area, with no areas uniformly high or low.
- E. The brushing of the infill material shall provide fiber fibrillation resulting in a natural surface appearance.
- F. The infill materials shall be water settled to provide accelerated consolidation of the infill material prior to use by the Owner. The Contractor shall utilize portable sprinkler heads to evenly apply a minimum of 20 mm of water over each entire field area for water settlement. Upon completion of the initial water settlement, each surface will be inspected by the Owner and Consultant for footing stability and infill consolidation. The Contractor shall provide any additional water settling as required by the Owner and Consultant to achieve the desired level of infill stability and consolidation.

3.8 CLEANING

- A. The Contractor shall remove all excess materials of all types, equipment, debris, etc., from the site immediately after completion of the Work. Remove all stains and other blemishes from all finished surfaces. Leave Work in a clean, new appearing condition, ready for use by Owner.
- B. The Contractor shall inspect each entire field area with a handheld metal detector to identify any construction materials or tools left on the field. All such materials shall be removed prior to Owner occupancy of the fields.

3.9 PROTECTION

- A. Adequate protection of materials and Work from damage will be the responsibility of the Contractor during installation and until acceptance of the Work. The Contractor will be responsible for protection after the acceptance of the Work until final acceptance of all Contract Work by the Owner. All material damaged or stolen prior to acceptance by the Owner shall be replaced at no cost to the Owner.

3.10 EXTRA MATERIALS

- A. Deliver to Owner all extra materials herein specified. Receive Owner's written receipt for all materials. Deliver receipt to Consultant.
- B. Infill Materials: Provide four (4) 120-litre rubber trash containers with lids of each infill

material used.

C. Turf for Future Repairs: Material may be roll ends or cut-offs; however, each piece of fabric shall be at least 2 meters x 3 meters. At least one green turf piece shall be at least 3 meters x 4.5 meters. The following are minimum areas for the extra synthetic turf materials to be provided by Contractor to the Owner:

- | | |
|----------------|---------------------------------------|
| 1. Green Turf: | 100 square meters |
| 2. White Turf: | 30 lineal meters of 100 mm wide lines |
| 3. Black Turf: | 20 lineal meters of 75 mm wide lines |
| 4. Blue Turf: | 20 lineal meters of 100 mm wide lines |

- END OF SECTION -

FORM OF WARRANTY OF SYNTHETIC TURF

Warranty jointly provided by:

Synthetic Turf Contractor:

Name:
Address:
Contact:
Tel:
Fax:
Email:

Turf Manufacturer (if not Contractor):

Name:
Address:
Contact:
Tel:
Fax:
Email:

Warranty provided to:

Owner:

Name:
Address:
Contact:
Tel:
Fax:
Email:

Location of Installation:

Facility:
Address:

PART A - WARRANTY OF SYNTHETIC TURF SYSTEM – GENERAL

- A. *Warranty* shall cover, in general, the usability of the turf surface, accessories, use characteristics, and suitability of the installation. Field is to perform as a high capacity, multi-use sports field accommodating in the order of 3,000 hours of physical education and organized sport related use per year. All items covered by the *Warranty* are to be replaced or repaired with new materials, including installation at the sole expense of the warranting *Contractor* for the period of eight (8) years to the *Owner*, for the designated uses enumerated as follows:

- Soccer
- Lacrosse
- Field Hockey
- Rugby
- Baseball
- Softball
- Field cover for special events
- Pneumatic rubber-tired maintenance and service vehicles
- Football
- Ultimate (Frisbee)
- Marching band
- Physical exercises
- Physical education activities
- Military/Police marching drills
- Pedestrian traffic and similar uses
- Other miscellaneous sport and recreation activities

The *Warranty* shall cover other additional physical education, sport, and training related activities, including new sports that are developed, except where the *Contractor*, acting reasonably, has provided written notice to the *Owner* prohibiting any such activity.

- B. The *Warranty* shall be signed by a principal of the applicable firm(s), duly authorized to make contracts.

- C. The term "Contractor" contained in the Warranty means the firm furnishing the Warranty. "Owner" is the government body, individual, corporation or other entity indicated on the first page of this document. Warranty period shall be a minimum of eight years from date of acceptance of the installed system by the Owner.
- D. If the firm manufacturing and supplying the synthetic turf system is not the same entity as the Contractor, the Warranty shall be co-signed by the turf manufacturer/supplier. Should the Warranty be co-signed by the turf manufacturer/supplier, both the Contractor and the turf manufacturer/supplier will be jointly and equally liable for all commitments made under the Warranty.
- E. All claims by the Owner under this Warranty must be made in writing to Contractor's address within 60 days after the Owner learns of the defect giving rise to the claim. This Warranty shall constitute a Contract made in the Province of British Columbia and shall be governed by the laws thereof

PART B - FORM OF WARRANTY OF SYNTHETIC TURF SYSTEM

- A. Contractor hereby warrants to the Owner, subject to the limitations and conditions set forth below, that its synthetic turf system consisting of synthetic turf described as _____, and the adhesives and underlying shock pad (if applicable) described as _____ used in the installation, are free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance by the Owner, remain serviceable for multiple sports activities.
- B. Contractor warrants to the Owner that its synthetic turf materials shall not fade, fail, shrink, wrinkle, or reflect excessive wear. Contractor shall, at the Contractor's sole expense and cost, replace such areas of the synthetic turf system not performing to these standards for the life of the Warranty.
- C. Definitions
 - 1. The term "not fade" in the context of this Warranty shall mean that the synthetic turf material(s) shall remain a uniform shade of green, or other colors installed, with no significant loss of colour.
 - 2. The term "not fail" or "excessive wear" as used in the context of this Warranty shall mean that the length and weight of the face yarn or pile material in the synthetic turf surface(s) above the infill materials shall not have been decreased by more than 10% per year according to ASTM D418, nor exceed 50% during the Warranty period. In the event that the synthetic turf system do(es) not retain its fiber height or shock absorbency and is(are) consequently no longer serviceable during the Warranty period, the Contractor shall, at the Contractor's sole expense, replace such portion of the system that is(are) no longer serviceable.
 - 3. The term "serviceable" in the context of this Warranty shall mean that the synthetic turf system shall have a maximum "G" value according to ASTM F1936-98 and Procedure A, ASTM F355, not to exceed 110G's at any location upon installation and shall not exceed 150G's throughout life of the Warranty period. This shall be determined by conducting dynamic cushioning tests at the locations designated in ASTM F1936-98 and at corners of the soccer penalty boxes at opposite sides of the field. Any increase from 110G's to allowable 150G's maximum shall be at a relative uniform rate not to exceed 10 G's in any single yearly period.

- D. Where applicable, the fabric seams shall remain attached to the underlying surface over the Warranty period and shall not separate or become unglued or unattached, as applicable.
- E. Contractor warrants to the Owner that the permeable synthetic system shall drain vertically a minimum of 750 mm of precipitation per hour without visible surface ponding or saturation of the infill material.
- F. Contractor warrants to the Owner that the synthetic turf system (synthetic turf fibre, backing, infill, shock pad (if applicable), adhesives and all other components) will meet all Canadian environmental regulations (for public sports field/playground use) with respect to contaminants such as lead and other hazardous materials upon installation and throughout the life of the Warranty.
- G. Contractor shall replace with new materials, at their sole expense, any damage to the synthetic turf system(s) that extends more than 1 meter beyond the location of foreign combustibles, which may ignite and fire-damage the synthetic turf system.
- H. The Contractor shall not be held liable for any incidental or consequential damages. These warranties and the Contractor's obligations here-under are expressly conditioned upon:
 - 1. The Owner making all minor repairs to the synthetic turf system upon the discovery of the need for such repairs;
 - 2. The Owner maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions;
 - 3. The Owner complying with the dynamic and static load specifications established by the Contractor.
- I. The Warranty is not to cover any defect, failure, damage, or undue wear in or to, the synthetic turf system caused by, or connected with, abuse, neglect, deliberate acts, act of God, casualty, static or dynamic loads exceeding Contractor's recommendations, footwear having metal cleats, metal spikes, or similar projections other than conventional baseball, football, soccer, or rugby shoes having cleats of not more than 13 mm in length, and other conventional running track shoes having spikes of not more than 7 mm in length, or use of improper cleaning methods.
- J. Contractor shall be allowed to examine the synthetic turf system regarding any claim that the Owner makes, to be present at any time, to analyze the results of all tests conducted by the Owner or others, and to conduct such tests of their own. Except where expressly provided for in the Warranty, the Contract or other binding agreement between the Contractor and the Owner, the Contractor shall not be responsible for any costs or expenses incurred by the Owner or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative.
- K. In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of notice or does not submit, schedule and execute corrective work within 30 days of receipt of notice, the Owner has the option of having the Work performed at the expense of the Contractor.

- L. Sample form of Warranty included herein is the form to be used by the Contractor. Manufacturer's standard form of Warranty will not be acceptable. Any amendments, exclusions or additional conditions proposed to the form of Warranty by the Contractor must be submitted in writing for the Owner's consideration within seven (7) days of being notified of the Owner's intent to award the Contract.

PART C - WARRANTY TESTING

- A. The turf is to be tested, at the Contractor's expense, for dynamic cushioning ("G" Test) by an experienced independent licensed testing laboratory acceptable to the Consultant or Owner at the completion of the installation, shortly prior to acceptance of the Work by the Owner/Consultant.
- B. The Owner may choose to complete additional dynamic cushioning tests at the Owner's own cost. It is anticipated, but not mandatory, that the Owner will conduct such additional dynamic cushioning tests on or about the following times: a) at the anniversary date of the first year, b) 60 days prior to the anniversary date of the second year, c) at the anniversary date of the fourth and sixth years, d) 60 days prior to the anniversary date of the Warranty expiration date.
- C. If test results from the Warranty tests or any additional tests completed by the Owner indicate that the conditions of the Warranty are not met, the Contractor has the option of corrective work or replacement. In the event corrective work does not meet the requirements of the Warranty after a second attempt to bring the system within these limits, then the Contractor is to replace non-conforming areas or sections, solely at the Owner's discretion and direction.
- D. Tests shall be performed in accordance with ASTM F-1936-98 and F355.
- E. Test locations as designated in F-1936-98, Paragraph 8.1. Included in the report shall be the measured depth of the infill material at all test locations.
- F. All costs for the stated testing shall be paid by the Contractor unless specifically noted otherwise.
- G. After the completion of corrective work arising out of failed testing, the Contractor shall re-test the field in the area of the corrective work within 10 days of the corrective work being completed. The re- testing shall be completed to the same standards as the Warranty testing requirements. All costs for re-testing shall be paid for by the Contractor.

H. If the Contractor does not have the tests performed within 10 days of specified time(s) listed, the Owner has the option of ordering the testing work at the expense of the Contractor.

AS EVIDENCED WHEREOF, the Contractor has executed this Warranty:

For the Contractor:

Signature of Contractor (Signing Officer)

Date

Name and Title (please print)

For the Turf Manufacturer/Supplier:

Signature of Contractor (Signing Officer)

Date

Name and Title (please print)

PART G

DRAWINGS

The following is an exact and complete list of Drawings. These may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the *Tenderer*.

In the URL, or address file at top, enter the following address: <https://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name. "Welcome" as the password and then click "Login"

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2023-001

LIST OF DRAWINGS (As Issued For Tender)

DRAWING NO.	DRAWING TITLE	REVISION NO.	DATE ISSUED
23-0003	Cover Sheet		2023-04-18
23-0003 – G1	Existing Conditions & Hoarding Plan		2023-04-18
23-0003 – L1	Layout and Materials Plan		2023-04-18
23-0003 – L2	Notes and Details		2023-04-18
23-0003 – L3	Soccer Details		2023-04-18
23-0003 – L4	Football Details		2023-04-18

END OF SECTION

PART H

SAMPLES OF FORMS

FORMS FOR THE USE OF THE CONSULTANT AND/OR CONTRACTOR

Standard forms shall be utilized for City projects as applicable.

- A. **Agreement to Bond – Performance and Labour and Materials Payment Bond**
- B. **Certificate of Insurance Form – Contractor**
- C. **Prime Contractor Designation – Letter of Understanding**
- D. **Contractor Health & Safety Expectations**
- E. **Statutory Declaration**
- F. **Notice of Certification of Completion**
- G. **Certification of Completion**
- H. **Posting Compliance Form**

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

APPENDIX A

For the CITY OF SURREY

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

in a Performance Bond totaling fifty percent (50%) of the Contract Price, and in a Labour and Materials Payment Bond totaling fifty percent (50%) of the Contract price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for **SYNTHETIC TURF SUPPLY AND INSTALLATION – TOM BINNIE PARK** is accepted by the City of Surrey.

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

DATED this _____ day of _____, 20__.

Name of Bonding Company

BY:

Signature of
Authorized
Person
Signing for
Company

(Company Seal)

Position

**City of Surrey
Certificate of Insurance Form - Contractor**

(This form is to be completed by the Insurance Broker and will be provided at time of award)

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

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

Insured:

Name:	
Address:	

Broker:

Name:	Broker's Name:
Address:	Phone:

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

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

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

<input checked="" type="checkbox"/> City of Surrey as Additional Insured	<input checked="" type="checkbox"/> Attached Machinery	<input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise
<input checked="" type="checkbox"/> Contract Administrator as Additional Insured	<input checked="" type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Work below ground level over 3 meters (XCU extension)
<input checked="" type="checkbox"/> Premises & Operations	<input checked="" type="checkbox"/> Non-Owned Automobile	<input type="checkbox"/> Use of explosives for blasting
<input checked="" type="checkbox"/> Broad Form Products & Completed Operations	<input checked="" type="checkbox"/> Contingent Employer's	<input checked="" type="checkbox"/> Vibration from pile driving or caisson work
<input checked="" type="checkbox"/> Owners & Contractors Protective	<input checked="" type="checkbox"/> Personal Injury	<input type="checkbox"/> Shoring, blasting, excavation, underpinning, demolition, debris removal, tunneling and grading (as applicable)
<input checked="" type="checkbox"/> Blanket Contractual	<input checked="" type="checkbox"/> Incidental Medical Malpractice	
<input checked="" type="checkbox"/> Cross Liability/Severability of Interests	<input checked="" type="checkbox"/> 24 months Completed Operations	
<input checked="" type="checkbox"/> Employees as additional insured	<input checked="" type="checkbox"/> Elevator & Hoist Liability	
	<input checked="" type="checkbox"/> Operation of Attached Equipment	

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

<input checked="" type="checkbox"/> 24 Months Maintenance Period	<input type="checkbox"/> Insures all professionals on the project
--	---

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

<input checked="" type="checkbox"/> Builder's Risk (All Risks)	<input checked="" type="checkbox"/> Breach of Conditions Clause	<input checked="" type="checkbox"/> Materials On & Off Site & In Transit insurable interest
<input checked="" type="checkbox"/> Flood & Earthquake	<input checked="" type="checkbox"/> City as First Loss Payee to extent of its	
<input checked="" type="checkbox"/> 30 Days Testing & Commissioning		

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

_____ Authorized to Sign on Behalf of Insured	_____ Date Signed
_____ Authorized to Sign on Behalf of Insurers & Broker Stamp	_____ Date Signed

**PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

APPENDIX C

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 *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,

- (1) 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.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-020-2023-001

Project Title and Site Location: SYNTHETIC TURF SUPPLY AND INSTALLATION – TOM BINNIE PARK

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services Section, 13450 – 104th 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.

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.

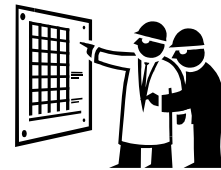
The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

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.



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.

A common sense approach usually resolves the issue.

8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
 - g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2024 Original: August 15, 2024
Distributed:	Via Email & Posted on Intranet: January 16, 2025 :<u>August 15, 2024</u>

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

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____

END OF SECTION

STATUTORY DECLARATION

CANADA)	IN THE MATTER OF A CONTRACT ENTERED
)	INTO BETWEEN THE CITY OF SURREY (THE
)	"OWNER") AND _____.
)	(THE "CONTRACTOR") IN CONNECTION WITH
)	CONTRACT No.: 1220-020-2023-001 DATED
)	_____, 2023 FOR
)	
)	
PROVINCE OF BRITISH COLUMBIA)	

TO WIT:

I, _____,
(officer of company, sole proprietor or partner)

of _____ in the Province of British Columbia do solemnly declare

1. that I am the authorized signatory of _____ and that I have personal knowledge of the matters herein declared and that I am duly authorized to make this Declaration.
2. that all employees, subcontractors and suppliers used in connection with the Work have been full paid and satisfied by the Contractor with the exception of normal holdbacks, and that all fees and assessments have been paid, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's Lands or against any Products or equipment used in connection with the Work or Work done or materials supplied under the Contract.

AND I MAKE THIS SOLEMN DECLARATION, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at _____)

in the Province of British Columbia,)

this _____ day)

of _____, A.D. 201_)

Signature

_____)
A Commissioner for taking Affidavits for British Columbia
A Notary Public in and for the Province of British Columbia

Form 2

Builders Lien Act

(Section 7 (4))

Notice of Certification of Completion

Notice: City of Surrey, Contract 1220-020-2023-001, Synthetic Turf Supply and Installation – Tom Binnie Park.

Take notice that on _____ [date] a certificate of completion, or court order to that effect, was issued with respect to a contract (or subcontract) between:

CITY OF SURREY

13450 – 104 Avenue
Surrey, BC, CANADA, V3T 1V8

(the “**OWNER**”)

and

_____ [contractor or subcontractor]

in connection with an improvement on land described as follows:

For the provision of SYNTHETIC TURF SUPPLY AND INSTALLATION – TOM BINNIE PARK:

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

Form 3

Builders Lien Act

(Section 7 (10))

Certification of Completion

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

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

Brief description of the improvement: _____

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

Signed: _____ [signature of payment certifier]

Dated: _____ [month, day, year]

**Posting Compliance Form
Certificate of Substantial Performance**

Please complete this form and promptly fax to 604-599-0956. Note that any delays in the posting of this Certificate of Substantial Performance or in the return of this form may affect the scheduling of the Holdback Release.

Contract Title: **SYNTHETIC TURF SUPPLY AND INSTALLATION – TOM BINNIE PARK**

Reference No.: **1220-020-2023-001**

As outlined in the Builders Lien Act, Section 7 (4) (c), the Certificate of Substantial Performance must be posted “in a prominent place on the improvement.” For contracts that do not have a clearly identified work site (e.g., Maintenance Contracts), the Contractor shall prominently post the notice in their office.

The Certificate of Substantial Performance has been posted:

on: _____
 (date of posting)

I confirm that the above statements are correct:

Signature

Date

Print Name

Contractor

Revised January 2021
RDO