



REQUEST FOR QUOTATIONS

Title: Internal Water Meter Maintenance Services
Reference No.: 1220-040-2023-020

WORKS PROJECTS (MMCD)

(Construction Services)

Issue Date: March 28, 2023

REQUEST FOR QUOTATIONS
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REQUEST FOR QUOTATIONS

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS – PART II" CONTAINED IN THE EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN SCHEDULE 1 BELOW)

1. INTRODUCTION

1.1 Purpose of the Request For Quotations

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

2. ADDRESS FOR DELIVERY

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

The *Owner* will confirm receipt of emails. Note that the maximum file size the *Owner* can receive is 10Mb. If sending large email attachments, *Contractors* should phone to confirm receipt. A *Contractor* bears all risk that the *Owner's* equipment functions properly so that the *Owner* receives the Quotation in accordance with the RFQ.

3. DATE

The *Owner* would prefer to receive Quotations on or before **April 26, 2023** (the "Date").

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

Reference: 1220-040-2023-020

Inquiries should be made no later than 7 business days before the date set out in Section 3. The *Owner* reserves the right not to respond to inquiries made within 7 business days of the date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all *Contractors* at the discretion of the *Owner*.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the *Owner* determines that an amendment is required to this RFQ, the *Owner* Representative will issue an addendum in accordance with Section 5. No oral

conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the *Owner* determines that an amendment is required to this RFQ, the *Owner's* Representative will post a written addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and on the *Owner Website* at www.surrey.ca (the "*Owner Website*") and upon posting will be deemed to form part of this RFQ. No amendment of any kind to the RFQ is effective unless it is posted in a formal written addendum on the *Owner Website*. Upon submitting a Quotation, *Contractors* will be deemed to have received notice of all addenda that are posted on the *Owner Website*.

6. NO CONTRACT

This RFQ is simply an invitation for Quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of *Quotations*.

7. ACCEPTANCE

A Quotation will be an offer to the *Owner* which the *Owner* may accept at any time by signing the copy of the Quotation and delivering it to the *Contractor*. A *Quotation* is not accepted by the *Owner* unless and until both the authorized signatory of the *Contractor* and the authorized signatory of the *Owner* have signed. Delivery of the signed Quotation by the *Owner* may be by pdf email. In that event, the resulting *Contract* will be comprised of the documents included in the definition of *Contract* in Schedule B – Draft Contract.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

All Quotations become the property of the *Owner* and will not be returned to the *Contractor*. All Quotations will be held in confidence by the *Owner* unless otherwise required by law. *Contractors* 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.

13. SIGNATURE

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

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

14. DISCLAIMER

- (a) The information in this RFQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the *Contractor*. The information contained in this RFQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. Any party who intends to submit a response to this RFQ is specifically invited to independently verify the accuracy of the information contained herein;
- (b) The *Owner* shall not be obligated to review or accept any Quotation and may reject any or all Quotations without giving reasons therefore;

- (c) All negotiations and discussions with *Contractors* are on a “without prejudice” basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the *Owner*;
- (d) The *Owner* may negotiate with any one or more of the *Contractors* without having any duty or obligation to advise or allow any other *Contractors* to vary their Quotation or otherwise negotiate with the *Owner*;
- (e) The *Owner* may enter into discussions to clarify issues related to any Quotation. If at any time the *Owner* reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the *Owner* may give notice terminating discussions, but is under no obligation to do so;
- (f) The *Owner* does not authorize any other person or agency to represent the project on its behalf without the prior written approval of the *Owner*. The *Owner* has not engaged a real estate agent or broker in respect of the project. The *Owner* shall not be responsible for the payment of any fees, commissions or expenses claimed by any third party unless previously agreed to in writing;
- (g) By submitting an offer and participating in the process as outlined in this RFQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFQ process; and
- (h) By its receipt of this RFQ, each Respondent remises, releases, and forever discharges the *Owner* and its representatives (including staff and consultants and other professional advisors) from any and all claims, losses or damages of any kind, howsoever caused, which such person has, have, or may hereafter have arising out this RFQ.

15. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- a) The *Owner* need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the *Owner* reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the *Owner* considers to be in any way advantageous to it.
- b) The *Owner's* acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods.
- c) Each *Contractor*, by submitting a Quotation, irrevocably:
 - i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against the *Owner* or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the

Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the Owner rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and

ii) waives any Claim against the Owner and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contractor and the Owner is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the Owner rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.

d) If the Owner considers that all Quotations are priced too high, it may reject them all.

16. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in the RFQ or any other document, material or communication made available to *Contractors* by the *Owner* or its representatives in connection with this RFQ, the *Owner* accepts no responsibility or liability for the accuracy or completeness of this RFQ (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the *Owner* (including through the Owner Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the *Owner* with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any *Contractor* or any other person on this RFQ or any such information as is described in this paragraph is solely that of each *Contractor*.

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SCHEDULE A – SCOPE OF WORK AND CONTRACT DRAWINGS

PROJECT TITLE: INTERNAL WATER METER MAINTENANCE SERVICES

PROJECT NUMBER: 1220-040-2023-020

1. DESCRIPTION OF SCOPE OF WORK

Provide all labour, materials, equipment, supplies, and transportation necessary to provide the goods and perform the *Work* in the performance of Internal Water Meter Maintenance Services (the “*Work*”).

The general components of the *Work* includes, but not limited to, maintenance, repair, replacement, or relocation of existing meters, or ancillary components, that are not performing as intended.

The detailed scope of Work is as described in the Special Provisions (Project) (S.P.) Schedule B – Appendix 1; General Conditions (Project) (GCP) Schedule B – Appendix 2; Supplementary Specifications - Project (SSP) (Schedule B – Appendix 3, and Contract Drawings (Project) (Schedule B – Appendix 4).

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

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

2. CONTRACT DRAWINGS – PROJECT (Schedule B – Appendix 4)

The following drawing(s) are included as part of this RFQ.

SSD-WM3: Installation Detail for Exterior Volunteer Meters 25mm Diameter and Smaller (Retrofit to Existing Water Service)

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SCHEDULE B – SAMPLE FORM OF AGREEMENT

- 1. Form of Agreement between *Owner* and *Contractor***
- 2. Schedule 1 – Schedule of *Contract Documents***
- 3. Schedule 2 – List of *Contract Drawings***

SCHEDULE B - SAMPLE FORM OF AGREEMENT

BETWEEN *OWNER* AND *CONTRACTOR*

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

_____ day of _____, 20_____.

Contract:

(TITLE OF CONTRACT)

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

City of Surrey

(NAME OF OWNER)

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

Article 1 The Work Start / Completion Dates

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The Contractor shall commence the Work within 5 working days of assignment, unless alternate scheduling is agreed upon with the Owner. Each item of Work shall also have an agreed upon date of completion. The Contractor will proceed with the Work diligently and will perform the Work generally in accordance with the agreed upon schedule, subject to the provisions of the Contract Documents for adjustments to the Contract Time. The Contractor will provide the Work for the period commencing on **June 13, 2023** and, terminating on **June 12, 2024** (the "**Term**").
- 1.3 Time shall be of the essence of the *Contract*.

Article 2 Contract Documents

- 2.1 The Contract Documents consist of the documents listed or referred to in Schedule 1, entitled Schedule of Contract Documents, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
- 2.2 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

Article 3 Contract Price

- 3.1 The price for the Work ("Contract Price") shall be the sum in Canadian dollars of the following
- 3.1.1 the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and the unit prices listed in the Schedule of Quantities and Prices; plus
 - 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus
 - 3.1.3 any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

Article 6 Notices

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

The *Owner*:

City of Surrey, Surrey City Hall - Operations

6651 – 148 St.

Surrey, B.C.

V3S 3C7

Attention: Dean Scovill, Engineering Assistant

The *Contractor*:

<<insert information>>

Attention: <<insert name and title>>

The *Contract Administrator*:

City of Surrey

Engineering Department – Water Section

6651 148 Street, Surrey, B.C., V3S 3C7

Attention: Dean Scovill, Engineering Assistant

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

6.2.1 immediately upon delivery, if delivered by hand; or

6.2.2 after 5 *Days* from date of posting if sent by registered mail.

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

Article 7 General

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

7.2 The *Contractor* shall comply with all applicable policies, procedures and instructions provided by the *Owner*.

- 7.3 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.4 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.5 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.6 This *Contract* shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

Article 8 Term

- 8.1 The *Contractor* will provide the service for the period commencing on **June 13, 2023** and, terminating on **June 12, 2024** (the “**Term**”). The *Contractor* will proceed with the Work diligently; will perform the Work generally in accordance with the Time Schedule as set out in Appendix 6.
- 8.2 The *Owner* may at any time prior to 90 days before the end of the Term, by written notice to the *Contractor*, extend the Term for a period of time not to exceed four (4), one-year renewals. If the *Owner* elects to extend the Term, the provisions of this Contract will remain in force, including the Contract Price, except where amended in writing by the parties.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

Owner:

City of Surrey

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

SCHEDULE B – SAMPLE AGREEMENT
SCHEDULE 1: SCHEDULE OF CONTRACT DOCUMENTS

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

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

1. Agreement, including Appendices and Schedules;
2. Addenda, if any;
3. Supplementary General Conditions, Project;
4. Supplementary General Conditions**;
5. General Conditions*;
6. Special Provisions, Project
7. Supplementary Specifications, Project;
8. Supplementary Specifications**;
9. MMCD Specifications*;
10. *Contract Drawings*;
11. Supplementary Standard Detail Drawings**;
12. MMCD Standard Detail Drawings*;
13. RFQ Document;

A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” and the latest edition (updated July 11, 2016) of “City of Surrey Supplementary Master Municipal Construction Documents- Supplementary General Conditions, Supplementary Specifications and Supplementary Standard Drawings. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

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

**SCHEDULE B – SAMPLE AGREEMENT
SCHEDULE 2: LIST OF CONTRACT DRAWINGS**

The following *Contract Drawings* (Project) are included in the RFQ documents:

*SSD-WM3: Installation Detail for Exterior Volunteer Meters 25mm Diameter and Smaller
(Retrofit to Existing Water Service)*

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**SCHEDULE B – APPENDIX 1
SUPPLEMENTARY GENERAL CONDITIONS
(PROJECT)**

These Supplementary General Conditions (Project) should be read in conjunction with the General Conditions contained in the Master Municipal Construction Documents, Volume II, Printed 2009.

**SCHEDULE B – APPENDIX 1
SUPPLEMENTARY GENERAL CONDITIONS (PROJECT)**

GENERAL CONDITIONS (PROJECT) (GCP)			
GC#	Paragraph#	Title	Action
GC 4.6	4.6.9	Construction Schedule	Add GC 4.6.9 as follows: The <i>Contractor</i> shall complete meter maintenance work within one (1) calendar month from the date that the meter maintenance work was requested by the City.
GC 4.7	4.7.5	Superintendent	Add GC 4.7.5 as follows: The <i>Superintendent</i> shall report to the <i>Contract Administrator</i> on a bi-weekly basis.
GC 4.8	4.8.2	Workers	Add GC 4.8.2 as follows: Workers must be qualified and trained under the <i>Contractor's</i> certification and training program for all aspects of <i>Work</i> included in the <i>Contract</i> .
GC 4.8	4.8.3	Workers	Add GC 4.8.3 as follows: Workers shall be uniformed and carry staff identification card at all times. Vehicles used for the purpose of performing the <i>Work</i> under this <i>Contract</i> shall have clearly visible company identification.
GC 4.8	4.8.4	Workers	Add GC 4.8.4 as follows: Workers shall be directly supervised by an experienced water meter installer with a minimum of 100 meter installations completed and at least two (2) years of experience.
GC 4.8	4.8.5	Workers	Add GC 4.8.5 as follows: Any <i>Work</i> involving interior piping or meters 50mm diameter or greater shall be completed under the direct supervision of a Trade Qualified Plumber.
SGCP 4.17	4.17.1	Implementation Plan	Add GC 4.17.1 as follows: The <i>Contractor</i> shall prepare and submit an Implementation Plan for approval by the <i>Contract Administrator</i> prior to issuance of the <i>Notice to Proceed</i> . The Implementation Plan shall include, but not be limited to, the following:

GENERAL CONDITIONS (PROJECT) (GCP)

GC#	Paragraph#	Title	Action
GC 4.17.1 continued			<ul style="list-style-type: none"> a) Details regarding an existing, or establishment of a new, local base of operation that will serve as the <i>Contractor's</i> project office and warehouse facility. b) Details regarding how product inventory will be managed to meet the requirements of the <i>Contract</i>. c) Details regarding establishing and maintaining personnel to meet the requirements of the <i>Contract</i>. d) A list of all vehicles complete with licence plate number that the <i>Contractor</i> will use in public to complete the <i>Work</i>. e) An overview of how the <i>Contractor</i> will determine and confirm the physical requirements and site specific considerations for each meter installation, replacement, or maintenance work. f) Quality control procedures including, but not limited to: <ul style="list-style-type: none"> • How the <i>Contractor</i> will test each completed water meter installation for leakage and confirmation of proper operation. • How water services will be re-pressurized following completion of the water meter installation. g) How the <i>Contractor</i> will ensure that each site is restored to equal or better condition. h) An overview of the <i>Contractor's</i> proposed approach and procedures with respect to communications with residents, tenants, or other parties. i) Details regarding how the <i>Contractor</i> will respond to emergencies, including without limitation to water leakage and rupture response procedures. j) Details regarding how product or workmanship warranties will be handled, including but not limited to, how replacement products will be sourced, how labour associated with required change outs will be covered, and how subsequent warranties will be triggered. k) Provide emergency contact numbers that will be monitored 24 hours per day, 7 days per week.

GENERAL CONDITIONS (PROJECT) (GCP)

SGC#	Paragraph#	Title	Action
GC 4.18 continued	4.18.1	City Works	<p>Add GC 4.18.1 as follows:</p> <p>The <i>Owner</i> will assign access credentials to the <i>Contractor</i> for Cityworks, which is the <i>Owner's</i> Asset Management Platform. The <i>Owner</i> will provide the <i>Contractor</i> with a list of Work Orders and addresses through Cityworks each month. The <i>Contractor</i> is required to upload field notes, photographs, and site specific details which will serve as proof of completion. The <i>Contractor</i> must upload pertinent information within three (3) Workings Days of the <i>Work</i> being completed.</p> <p>At a minimum, there must be photographs of the meter register ID, house address, finished meter installations and all materials used to complete the <i>Work</i>.</p> <p>In addition, for any removed meters, a clear photo of the final read and register number must be attached to the work order.</p>
GC 13.3	13.3.2	Unavoidable Delay	<p>Add GC 13.3.2 as follows:</p> <p>Unavoidable delay includes the inability of the <i>Contractor</i> to gain permission from private property owners to perform the <i>Work</i>, despite the <i>Contractor</i> performing all responsibilities identified in the <i>Contract</i> to gain such permission.</p>
GC 18.2	18.2.1	Supporting Documentation	<p>Add GC 18.2.1 as follows:</p> <p>The <i>Contractor</i> shall submit a list of Work Orders and their corresponding addresses which must coincide with each payment item listed in the invoice at the time of payment request. Submission to be in pdf and Excel format. The <i>Contract Administrator</i> will review each work order to confirm the <i>Work</i> is satisfactorily completed prior to approving the invoice.</p>
GC 25.1	25.1.4	Correction of Defects	<p>Add GC 25.1.4 as follows:</p> <p>The <i>Contractor</i> is responsible for defects or deficiencies that appear within the physical limits of the <i>Work</i> as a result of the <i>Work</i>. The <i>Contractor</i> is also responsible for defects or deficiencies that appear outside of the physical limits of the <i>Work</i> that are deemed to be the result of actions taken by the <i>Contractor</i> that could have foreseeably been avoided.</p>
SGCP 25.4	25.4.1	Product Warranty Documents	<p>Add GC 25.4.1 as follows:</p> <p>The <i>Contractor</i> shall, upon request, obtain for the <i>Owner</i>, manufacturer product warranty details and documentation that are in place for products and materials that are supplied by the <i>Contractor</i> in connection with performance of the <i>Work</i>.</p>



SCHEDULE B – APPENDIX 2 SPECIAL PROVISIONS

SCHEDULE B – APPENDIX 2 SPECIAL PROVISIONS

S.P.1 DEFINITIONS

In these Special Provisions - Project, unless the context otherwise requires,

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

“Item” means item of the Schedule of Quantities and Prices.

S.P.2 SCOPE OF WORK (PROJECT)

The Contractor will provide all labour, materials, supplies, equipment, and transportation and other related services as necessary to supply and deliver the Good(s) and any spare parts and performance of the Services to provide internal water meter maintenance services in accordance with this Agreement.

The Work generally includes, but not limited to, maintenance, repair, replacement, or relocation of existing meters, or ancillary components, that are not performing as intended.

The detailed scope of Work is as described in the Special Provisions (Project) (S.P.) Schedule B – Appendix 1; General Conditions (Project) (GCP) Schedule B – Appendix 2; Supplementary Specifications - Project (SSP) (Schedule B – Appendix 3 and *Contract Drawings* (Project) (Schedule B – Appendix 4).

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

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

S.P.3 SERVICE PERFORMANCE TIME

The *Work* under this *Contract* is to be completed not later than:

Prior to **June 12, 2024** for the substantial completion of the *Work*; and not later than **June 30, 2024** for the final completion of any remaining minor weather related sensitive work necessary for restoration.

Should the *Contractor* fail to complete the *Work* under the *Contract* with the individual milestone dates indicated above, the *Owner* will be entitled to compensation from the *Contractor*, including but not limited to deductions from payments for the following:

- (a) As a genuine pre-estimate of the *Owner's* increased costs for own staff caused by such delay an amount of \$250.00 per day or pro rata portion for each calendar day

that actual substantial performance is achieved after the substantial performance milestone date; plus

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

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

S.P.4 CONSULTANT

“NONE”

S.P.5 PAYMENT CERTIFIER

The Payment Certifier is City of Surrey, Engineering Department, Operations Centre: Telephone: 604-598-7920, E-mail: dmscovill@surrey.ca, represented by: Dean Scovill, Engineering Assistant.

S.P.6 PROJECT MANAGER

The project manager is City of Surrey, Engineering Department, Operations Centre, 6651 148th Street, Surrey, B.C., V3S 3C7, Business Telephone: 604-598-7920, Business E-mail: dmscovill@surrey.ca, represented by: Dean Scovill, Engineering Assistant.

S.P.7 WCB AND OCCUPATIONAL HEALTH AND SAFETY

The *Contractor* agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the *Work*. The *Contractor* agrees that the *Owner* has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the *Owner* to the *Contractor*. The *Owner* will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the *Work* have been paid in full.

The *Contractor* will provide the *Owner* with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the Owner having any obligations to pay monies under this Agreement.

The Contractor agrees that it is the prime contractor for the *Work* as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The *Contractor* will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the *Contractor* will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the *Work*. That person will be the

person so identified in this Agreement, and the *Contractor* will advise the *Owner* immediately in writing if the name or contact number of the qualified coordinator changes.

Without limiting the generality of any other indemnities granted by the *Contractor* in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

The *Contractor* will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

The *Owner* may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

The *Contractor* understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

Refer to Appendix 8 – Prime Contractor Designation - Letter of Understanding for additional information

Refer to Appendix 9 – Contractor Health & Safety Expectations – Responsibility of Contractors for additional information

S.P.8 SCHEDULE OF QUANTITIES AND PRICES

This *Agreement* is a combination of unit prices and lump sums.

For unit price items, the number of units for each item (i.e., quantities) as listed in the Schedule of Quantities and Prices has been estimated. Actual quantities will vary. Payment will be made based on the measurement of the actual quantity of *Work* incorporated into the *Agreement*. The unit prices for each item will be applicable regardless of the variation in the actual quantity as compared to the estimated quantity. No adjustment to the unit price will be considered as a result of such variation.

S.P.9 COORDINATION

The *Contractor* will be responsible for coordinating with other contractors, *Owner's* forces, outside agencies and others as required throughout the *Contract Documents*. While it is not

an all-inclusive list of potential coordination requirements, the following list of known activities that the *Contractor* should be aware of when planning for coordination:

Other Contractors

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

“NONE”

S.P.10 AVAILABILITY OF PLACE OF THE WORK

The *Place of the Work*, is available for the immediate commencement of the *Work*. The anticipated start date is within 5 *Days* of receipt of written *Notice to Proceed*. The *Contractor* will schedule the *Work* accordingly.

S.P.11 QUALITY ASSURANCE

Work covered shall be performed by a single firm experienced in internal water meter maintenance services. Subject to approval of the *Owner*, the *Contractor* may subcontract any *Work* to be performed under this *Contract*. However, the election to subcontract work shall not relieve the *Contractor* from responsibility or liability which it has assumed under this *Contract* and the *Contractor* shall remain liable to the same extent that its liability would attach, as if the *Work* had been performed by the *Contractor's* own employees.

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

S.P.12 JOB CONDITIONS

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

S.P.13 ENVIRONMENTAL PROTECTION

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

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

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

S.P.14 SAFETY

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

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

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

S.P.15 TRAFFIC CONTROL

The *Contractor* shall at all times ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out internal water meter maintenance services in multiple locations within the City. The *Place of Work* areas shall be designated by the *Owner*.

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

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

These are specified in accordance with the Province of British Columbia, Ministry of Transportation & Highways' General Specifications for Highway Jurisdiction, Section 194 (Appendix A), and the Traffic control Manual for Work on Roadways, 1995 and the Traffic Control Manual for Work on Roadways, Field and Office Edition, (1999 Update). Please visit

http://www.th.gov.bc.ca/trafficcontrol/tc_guidelines1.htm for the latest updates

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

S.P.16 CONSTRUCTION ACCESS AND TRAFFIC MAINTENANCE

The designated access to and from the *Place of the Work* must be approved by the *Owner*. All construction traffic must use the designated access including heavy equipment, trucks and workers' personal vehicles.

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

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

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

The *Contractor* shall:

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

S.P.17 HOURS OF WORK

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

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

All *Work* shall conform to local bylaws, including building and parking bylaws and municipal guidelines and regulations. This includes building by-laws and noise restrictions, which will apply to all *Work* being completed. Where *Work* or the *Construction Schedule* does not permit compliance with the by-laws, the *Contractor* shall request permission from the *Owner* for special exemptions from the by-laws. No extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the *Owner*.

S.P.18 DAMAGE

The *Contractor* will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the *Works* as a result of any negligent act or omission, or misconduct in the performance of the *Works* and its subcontractor's *Work* and shall indemnify and hold harmless the *Owner*, its officers, agents and employees from all suits,

claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the *Owner*, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

S.P.19 WORKSITE CONDUCT

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

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

S.P.20 CLEANLINESS AND DISPOSAL OF UNWANTED MATERIALS

The *Contractor* is responsible for the cleanliness of the job sites and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the *Owner*.

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

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

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

S.P.21 ACCIDENTS; EQUIPMENT SAFETY

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

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

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

S.P.22 PERMITS AND FEES

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

S.P.23 FINAL COMPLETION AND PAYMENT

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

S.P.24 WORKMANSHIP

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

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

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

S.P.25 VEHICLES/EQUIPMENT

The *Contractor* should have a sufficient number of service vehicles together with sufficient operating personnel to perform the *Work*. If, in the opinion of the *Owner*, whose opinion shall be final and binding, the numbers of service vehicles that the *Contractor* has in service are inadequate to meet the *Work* response times stated herein, the *Contractor* may be given thirty (30) calendar days of notice, after which time the *Contractor* should provide additional vehicles to perform the *Work*, as directed by the *Owner*.

All vehicles/equipment will be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license.

All *Contractor's* vehicles/equipment should be equipped with approved back-up alarms, multiple lite revolving/strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the *Contractor* should arrange for reserve equipment, with always the intent to maintain the schedule frequency.

Vehicles/equipment used in the performance of the *Work* is to be identified on both sides with the company name and telephone number. This should be fully legible and displayed in a professional manner. The *Contractor* may also be required to display magnetic signs as supplied by the *Owner*, identifying the *Contractor* as a 'City Contractor'. This will not replace the company identification.

S.P.26 MANUALS

Installation and operator's manuals should accompany equipment delivered. Electrical, mechanical, and plumbing booklets shall be provided to the *Owner*, as per the Specifications.

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

S.P.27 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

No Disclosure

Except as provided for by law or otherwise by this Agreement, the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Contractor* as a result of the performance of the *Work* and this Agreement, 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 Agreement, except as reasonably required to complete the *Work*.

Refer to Appendix xx– Privacy Protection Schedule for additional information.

Freedom of Information and Protection of Privacy Act

The *Contractor* acknowledges that the *Owner* is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the *Owner* required by law.

Refer to Appendix xx– Confidentiality and Non-Disclosure Agreement for additional information.

Return of Property

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*.

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SCHEDULE B – APPENDIX 3 SUPPLEMENTARY SPECIFICATIONS (PROJECT)

These Supplementary Specifications (Project) should be read in conjunction with the Specifications contained in the Master Municipal Construction Documents, Volume II, Printed 2009 and the City of Surrey Supplementary Specifications and Detailed Drawings.

**SCHEDULE B - APPENDIX 3
SUPPLEMENTARY SPECIFICATIONS – (PROJECT)**

The *Contractor* is required but is not limited to, as part of the Contractor's obligation under this RFQ, to perform the various services and activities described in the General Conditions (Project) and the Supplementary Specifications (Project) hereunder.

SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP)		
Section	Title	SSP
01 11 00S	Summary of Work	<p>Add 1.0 as follows:</p> <p>1.0 Scope of Work</p> <p>The <i>Contract</i> generally involves maintenance or repair of existing meters, supply and installation of new meters / meter assemblies, and associated ancillary meter works.</p> <p>Over the course of the <i>Agreement</i>, the <i>Contractor</i> will be required to participate in meetings at the <i>Owner's</i> Operations Centre or virtually on Microsoft Teams (every two weeks). As part of these meetings, the <i>Contractor</i> will be required to provide information regarding the project status.</p> <p>There are generally three (3) categories of meter <i>Work</i>, which are described in the following subsections.</p>
01 11 00S	Summary of Work	<p>Add 1.1 as follows:</p> <p>1.1 Water Meter Maintenance</p> <p>The <i>Contractor</i> will be required to complete "Water Meter Maintenance" work on existing water meters throughout the City as directed by the <i>Contract Administrator</i>. The majority of maintenance is expected to be required for interior meters; however, some maintenance of exterior meters should also be expected.</p> <p>Maintenance requests will be issued to the <i>Contractor</i> on a monthly or more frequent basis, via City Work Order Request. The number of maintenance requests typically range from 20 to 40 sites per month. Maintenance requests are driven by meter performance. As such, the City has no way to accurately predict the quantity of maintenance requests each month.</p> <p>The <i>Contractor</i> will be required to coordinate access to the home / building to complete interior meter maintenance. The <i>Owner</i> will provide customer contact details as part of the City Work Order Request, where possible. The <i>Contractor</i> is responsible for making up to three (3) attempts to contact residents via phone / email to schedule an appointment and gain access and up to two (2) physical visits to the property. A door hanger with contact information for the <i>Contractor</i> shall be left when physical site visits do not result in contact. If after such attempts, access cannot be gained to complete the meter maintenance, the City will provide assistance.</p> <p>When responding to a maintenance request at a given address, the <i>Contractor</i> shall be prepared to repair or replace any component of the meter installation or to change out the meter if repair is not an option. The intent is to rectify the water meter condition during a single site visit.</p> <p>If an outside installation is deemed possible by the <i>Contractor</i>, it should be suggested to the property owner that their water meter can be relocated outside to a meter pit. In that case, the water meter maintenance is not to be performed during the initial visit, and a BC1Call and other required prep is to</p>

		be immediately started by the contractor. The relocation and inside meter assembly decommissioning is to be completed during a second visit within two (2) weeks of the homeowner's meter relocation request.
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SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP) continued

Section	Title	SSP
01 11 00S	Summary of Work	<p>Add 1.2 as follows:</p> <p>1.2 Meter Installations</p> <p><u>Exterior Water Meter Installations</u></p> <p>Exterior meter assembly installations shall conform with the <i>Owner Water Meter and Service Connection Design Criteria Manual & Supplementary Specifications, May 2020</i>. The exceptions are that a vertical setter can be used and all setters used shall be equipped with a downstream full port ball valve instead of a dual check valve. The scope of work includes supply and installation of the water meter, strainer, box complete with lid, setter, touch pad and associated wiring, insulation blanket, and all materials, labour, appurtenances, and incidentals required to complete the installation including all necessary materials to address increased or reduced meter sizes.</p> <p>The <i>Contractor</i> is advised that the depth of some existing water services will vary. As such, cut in of the new water meter assembly shall require installation of 90° elbow fittings, vertical pex pipe spools, and a short / vertical setter. Where and only where service connection depth does not suit the use of a short/vertical setter, an inline setter will be permitted. This will consist of two (2) brass straight meter valve – ball style full port with lockwing. The meter assembly installation detail and procedure shall be reviewed by the <i>Contract Administrator</i> prior to proceeding with this <i>Work</i>.</p> <p>If the meter assembly installations are expected to be located within hard (driveway) surfaces, the scope of <i>Work</i> includes restoration of the asphalt or concrete area around the meter box.</p> <p>Asphalt patches of all sizes will be paid at the same unit rate without regard for area of restoration required. The unit price shall include supply and installation of base and sub-base gravels, sub-base and base preparation, tack coat, prime coat, hotmix asphalt, and all applicable <i>Work</i> described in SGSS Section 33 11 02 Clause 1.8.2.</p> <p>Concrete restoration will be paid at the same unit rate without regard for area of restoration required. The unit price will include supply and installation of base and sub-base gravels, sub-base and base preparation, form work, concrete, placement, finishing, and all applicable <i>Work</i> described in SGDD Section 33 11 02 Clause 1.8.2 and SGSS Section 03 30 20.</p> <p>The <i>Contractor</i> is responsible for making the first attempt to locate the water service and curb stop. An “attempt” is considered up to two (2) hours of effort to locate the curb stop via site investigation. If the curb stop is not functional, repair or replacement is to be completed by the City of Surrey, Engineering Department, Operations Centre, or by the <i>Contractor</i> upon approval to do so by the <i>Owner</i>.</p> <p>The <i>Contractor</i> is responsible for piping up to 1.5 metres beyond the meter box required to complete the meter installation and tie into the existing piping. For all scenarios where the meter is within 1.0 m of the existing curb stop assembly, all piping between the curb stop and setter inlet shall be replaced with new piping at no additional cost. If the Contractor encounters water service pipe, of any</p>

		<p>material, that is in a condition potentially unsuitable for the meter cut in, they shall notify the <i>Owner</i> such that options can be reviewed and any customer conversations for private side works can take place.</p> <p>If the <i>Contractor</i> determines that the existing water service connection is comprised of Q-Line or “purple pipe”, the <i>Owner’s Operations Centre</i>, is to be notified prior to proceeding with the meter installation.</p> <p>For any installations where the water service connection pipe exceeds a depth of 1.2 metres, the <i>Owner’s Operations Centre</i> is to be notified such that shoring or other safety precautions can be discussed and implemented.</p>
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SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP) continued

Section	Title	SSP
01 11 00S 1.2 continued		<p><u>Interior Meter Change Outs</u></p> <p>The <i>Owner</i> may direct the <i>Contractor</i> to change out existing interior meters.</p> <p>The scope of <i>Work</i> includes removal of the existing meter, supply and installation of the new meter and strainer, supply and installation of the touch pad and associated wiring, and all materials, labour, appurtenances, and incidentals required to complete the installation including all necessary materials to address increased or reduced meter sizes.</p> <p>The <i>Contractor</i> shall be responsible for all fittings and labour required to facilitate downsizing the meter by a maximum of one pipe size.</p> <p>The <i>Owner</i> will supply 100mm and 75mm meters for <i>Contractor</i> pick up and installation. All other meter sizes shall be supplied and installed by the <i>Contractor</i>.</p> <p>The <i>Contractor</i> will be required to coordinate access to the home / building to complete interior meter change out. The <i>Owner</i> will provide customer contact details as part of the City Work Order Request. The <i>Contractor</i> is responsible for making up to three (3) attempts to contact residents via phone / email to schedule an appointment and gain access and up to two (2) physical visits to the property. A door hanger with contact information for the <i>Contractor</i> shall be left when physical site visits do not result in contact. If after such attempts, access cannot be gained to complete the meter change out, the <i>Owner</i> will provide assistance.</p> <p>Any removed meter and or radio must be returned to City of Surrey, Engineering Operations.</p>
01 11 00S	Summary of Work	<p>Add 1.3 as follows:</p> <p>1. Ancillary Water Meter Works</p> <p>The <i>Contractor</i> will be required to complete ancillary work related to new and existing water meter maintenance / installations. Ancillary work may represent a specific site visit for after-hours service call. In other instances, the ancillary work may be completed in conjunction with other meter work, such as curb stop maintenance / replacement to facilitate a meter installation.</p> <p>The nature of the ancillary work will vary and will be communicated by the <i>Contract Administrator</i> based on best available information. The need for ancillary work may also be triggered by field observations by the <i>Contractor</i>.</p>
33 11 01	Waterworks	<p>Add 1.8.15S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 1.1</u> – Measurement and Payment of “Touch Pad Rewiring/Remounting” will be for each item completed where this repair results in the production of a read. If rewiring the touchpad does not resolve</p>

		the site issues, payment will not be made for this item. Payment will be made for each location completed as directed by the <i>Contract Administrator</i> . Payment includes all labour, materials and equipment required for the rewiring or remounting of an existing touch pad.
--	--	---

SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP) continued

Section	Title	SSP
33 11 01	Waterworks	Add 1.8.16S as follows: <i>Schedule of Quantities and Prices ITEM 1.2</i> - Measurement and Payment of “ <u>Touch Pad Replacement</u> ” will be for each item completed as directed by the <i>Contract Administrator</i> . Payment includes removal of the existing touch pad, restoration of mounting holes, and supply and installation / mounting of the new touch pad less than 30m from the water meter. The <i>Contractor</i> must supply and install touch pads from the appropriate manufacturer, such that repairs are completed with components that are compatible with the water meter.
33 11 01	Waterworks	Add 1.8.17S as follows: <i>Schedule of Quantities and Prices ITEM 1.3</i> - Measurement and Payment of “ <u>Reprogram Existing Register</u> ” will be for each item completed regardless of meter or register type. Payment includes all labour and equipment required to complete the <i>Work</i> .
33 11 01	Waterworks	Add 1.8.19S as follows: <i>Schedule of Quantities and Prices ITEM 1.5</i> - Measurement and Payment of “ <u>Obtain Meter Read Only</u> ” will be for each item completed. Payment includes visiting the site to obtain the read and reporting the read to the <i>Contract Administrator</i> . This item applies in cases where the <i>Contractor</i> visits a site to investigate a meter issue and finds that the meter reads without need for maintenance. Payment for this item will not be made if any other maintenance items apply.
33 11 01	Waterworks	Add 1.8.20S as follows: <i>Schedule of Quantities and Prices ITEM 1.6</i> – Measurement and Payment of “ <u>Decommission Inside Meter Assembly</u> ” will be made for each item completed for each size listed. Payment includes removal of the existing meter, valves, piping, touchpad and wiring, and supply and installation of a new pipe spool and fittings to bridge that which was previously cut.

SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP) continued

Section	Title	SSP
33 11 01	Waterworks	Add 1.8.22S as follows: <i>Schedule of Quantities and Prices ITEM 1.8</i> - Measurement and Payment of “ <u>Replace Meter Register</u> ” will be for each item completed according to size. Payment includes pick up of the City supplied register, removal and disposal of the existing register, installation of the new register including touch pad, and all associated wiring to ensure a functional installation.

33 11 01	Waterworks	<p>Add 1.8.23S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 1.9</u> - Measurement and Payment of “<u>Meter Box Lids</u>” will be for each item supplied. Payment includes the supplying and installation of ductile iron lids for water meter boxes. The lids must be approved as per the City of Surrey Water Meter and Service Connection Supplementary Specifications May 2020.</p>
33 11 01	Waterworks	<p>Add 1.8.24S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 2.1</u> - Measurement and Payment of “<u>Exterior Meter Assembly Installations</u>” will be for each completed unit which includes the installation of water meter. Deduct meter cost if iPerl Warranty replacement. Payment will be made separately for each surface restoration material as per SSP 01 11 00S 1.2.</p>
33 11 01	Waterworks	<p>Add 1.8.25S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 2.2</u> - Measurement and Payment of “<u>Interior Meter Change Outs</u>” will be for each completed unit. Deduct meter cost if iPerl Warranty replacement. Payment will be made separately for meter size and supply scenario as per SSP 01 11 00S 1.2.</p>
33 11 01	Waterworks	<p>Add 1.8.26S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 2.3</u> - Measurement and Payment of “<u>Exterior Meter Change Outs</u>” will be for each completed unit. Deduct meter cost if iPerl Warranty replacement. Payment will be made separately for meter size and supply scenario as per SSP 01 11 00S 1.2.</p>
33 11 01	Waterworks	<p>Add 1.8.27S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 3.2</u> - Measurement and Payment of “<u>After Hours Call Out Premium</u>” will be for each hour, or fraction of an hour in no less than 0.25 hour increments for <i>Work</i> completed by the <i>Contractor</i>, as directed by the <i>Contract Administrator</i>, outside of the hours of 7:00 AM and 6:00 PM PST, Monday to Friday, including BC Statutory Holidays.</p> <p>The <i>Contractor</i> shall provide the <i>Owner</i> with an emergency phone number and email address for such requests. The <i>Contractor</i> shall have trained personnel available for emergency <i>Work</i> as reasonably requested by the <i>Owner</i>.</p> <p>The <i>Contractor</i> shall be entitled to a minimum two (2) hour payment for an after hours call out, where not combined with other <i>Work</i> or an extension to a typical day / shift.</p>
33 11 01	Waterworks	<p>Add 1.8.28S as follows:</p> <p><i>Schedule of Quantities and Prices</i> <u>ITEM 3.3</u> - Measurement and Payment of “<u>Curb Stop Maintenance</u>” will be made for each unit completed for line sizes including 19mm and 25mm diameter.</p> <p>Payment includes replacement of the boot, cotter pin, stem, and sleeve as applicable. It does not include replacement of the curb stop valve. Payment includes all applicable <i>Work</i> described in MMCD Section 33 11 02 Clause 1.8.2.</p>

SUPPLEMENTARY SPECIFICATIONS (PROJECT) (SSP) continued

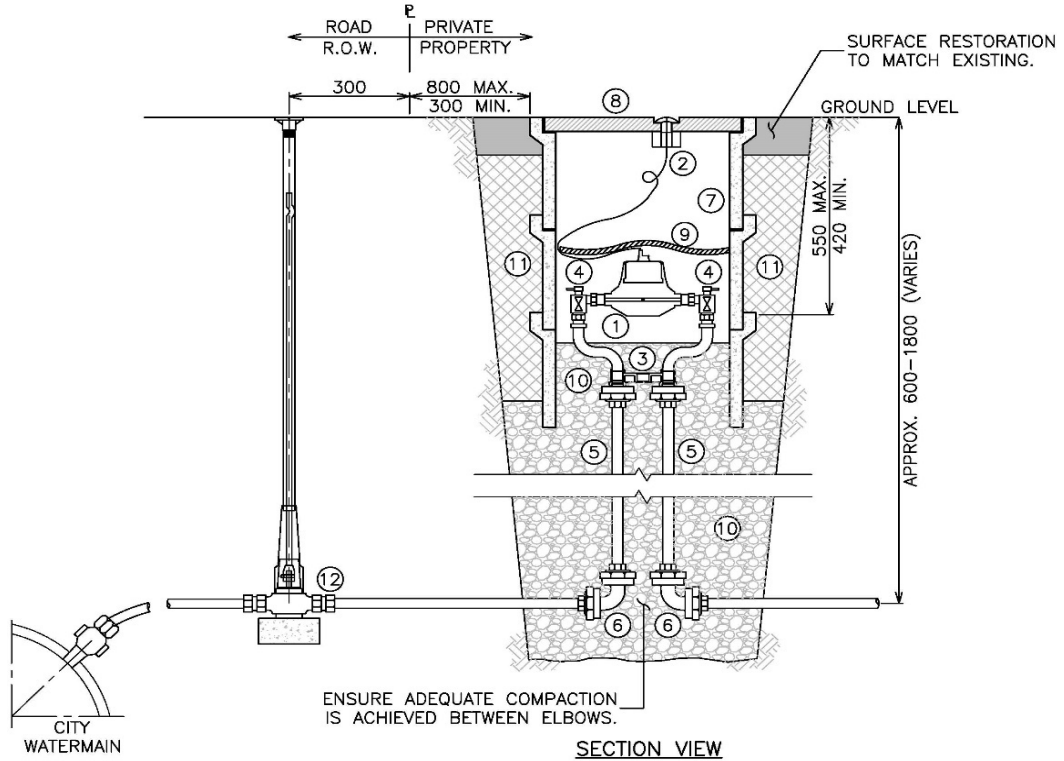
Section	Title	SSP														
33 11 01	Waterworks	<p>Add 1.8.29S as follows: <i>Schedule of Quantities and Prices</i> <u>ITEM 3.4</u> - Measurement and Payment of “Curb Stop Replacement” will be made for each unit completed for line sizes including 19mm and 25mm diameter.</p> <p>The scope of <i>Work</i> includes supply and installation of a complete new replacement curb stop assembly. Payment includes replacement of the curb stop valve, boot, cotter pin, stem, and sleeve as applicable as well as removal and disposal of the existing curb stop parts. Payment includes all applicable <i>Work</i> described in MMCD Section 33 11 02 Clause 1.8.2.</p>														
33 11 01	Waterworks	<p>Add 1.8.30S as follows: <i>Schedule of Quantities and Prices</i> <u>ITEM 3.5</u> - Measurement and Payment of “Excavation of Square Pit & Restoration” will be made for each unit.</p> <p>The scope of <i>Work</i> includes all materials and labour related to the initial surface investigation and homeowner contact, cutting of the existing surface, excavation of material, underground investigation, trench filling, and final surface restoration for a pit measuring 14” by 14”, up to a depth of 47 inches. Additional depth will be charged to item 4.1 at the rate of one additional hour for 48 to 58 inches deep and two additional hours for 59 inches and over.</p>														
33 11 01	Waterworks	<p>Add 1.8.31S as follows: <i>Schedule of Quantities and Prices</i> <u>ITEM 3.6</u> - Measurement and Payment of “Excavation of Trench & Restoration” will be made for each unit.</p> <p>The scope of <i>Work</i> includes all materials and labour related to the initial surface investigation and homeowner contact, cutting of the existing surface, excavation of material, underground investigation, trench filling, and final surface restoration for a trench measuring 14” wide, per lineal meter and up to a depth of 47 inches. Additional depth will be charged to item 4.1 at the rate of two additional hours per lineal meter for 48 to 58 inches deep and four additional hours per lineal meter for 59 inches and over.</p>														
33 11 01	Waterworks	<p>Add 1.8.32S as follows: Acceptable Meters contained in SS-1 of the City of Surrey Water Meter Design Criteria Manual & Supplementary Specifications, May 2020.</p> <table border="1" data-bbox="570 1451 1507 1871"> <tbody> <tr> <td data-bbox="570 1451 878 1604" rowspan="3">Sensus</td> <td data-bbox="881 1451 1195 1499">iPERL</td> <td data-bbox="1198 1451 1507 1499">25mm and smaller</td> </tr> <tr> <td data-bbox="881 1503 1195 1551">iPERL Fire Service¹</td> <td data-bbox="1198 1503 1507 1551">25mm only</td> </tr> <tr> <td data-bbox="881 1556 1195 1604">OMNI C²</td> <td data-bbox="1198 1556 1507 1604">50mm and larger</td> </tr> <tr> <td data-bbox="570 1608 878 1871" rowspan="3">Badger</td> <td data-bbox="881 1608 1195 1656">Recordall PD</td> <td data-bbox="1198 1608 1507 1656">50mm and smaller</td> </tr> <tr> <td data-bbox="881 1661 1195 1709">E-Series</td> <td data-bbox="1198 1661 1507 1709">19mm and larger</td> </tr> <tr> <td data-bbox="881 1713 1195 1871">E-Series Fire Service¹</td> <td data-bbox="1198 1713 1507 1871">25mm to 50mm</td> </tr> </tbody> </table>	Sensus	iPERL	25mm and smaller	iPERL Fire Service ¹	25mm only	OMNI C ²	50mm and larger	Badger	Recordall PD	50mm and smaller	E-Series	19mm and larger	E-Series Fire Service ¹	25mm to 50mm
Sensus	iPERL	25mm and smaller														
	iPERL Fire Service ¹	25mm only														
	OMNI C ²	50mm and larger														
Badger	Recordall PD	50mm and smaller														
	E-Series	19mm and larger														
	E-Series Fire Service ¹	25mm to 50mm														

		Neptune	T-10	50mm and smaller
			MACH 10 ¹	50mm and smaller
		<p>1 Approved for use on water service connections supplying residential homes with fire sprinklers.</p> <p>2 Alternate meters may be accepted, but must be approved by the <i>General Manager, Engineering</i>.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.33S as follows: Schedule of Quantities and Prices <u>ITEM 4.1</u> - Measurement and Payment of "<u>Foreman Hourly Rate</u>" will be made for each unit. This is the regular rate pay during normal course of duties which includes extra time than the allocated 2 hours in the contract and having the contractor putting in time after the work order has been cancelled.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.34S as follows: Schedule of Quantities and Prices <u>ITEM 4.2</u> - Measurement and Payment of "<u>Foreman Overtime Hourly Rate</u>" will be made for each unit. This is overtime rate pay during outside normal course of duties which is requested by the <i>Contract Administrator</i> on an adhoc basis.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.35S as follows: Schedule of Quantities and Prices <u>ITEM 4.3</u> - Measurement and Payment of "<u>Journeyman Hourly Rate</u>" will be made for each unit. This is the regular rate pay during normal course of duties which includes extra time than the allocated 2 hours in the contract and having the contractor putting in time after the work order has been cancelled.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.36S as follows: Schedule of Quantities and Prices <u>ITEM 4.4</u> - Measurement and Payment of "<u>Journeyman Overtime Hourly Rate</u>" will be made for each unit. This is overtime rate pay during outside normal course of duties which is requested by the <i>Contract Administrator</i> on an adhoc basis.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.37S as follows: Schedule of Quantities and Prices <u>ITEM 4.5</u> - Measurement and Payment of "<u>Skilled Laborer Hourly Rate</u>" will be made for each unit. This is the regular rate pay during normal course of duties which includes extra time than the allocated 2 hours in the contract and having the contractor putting in time after the work order has been cancelled.</p>		
33 11 01	Hourly Add-Ons	<p>Add 1.8.38S as follows: Schedule of Quantities and Prices <u>ITEM 4.6</u> - Measurement and Payment of "<u>Skilled Laborer Overtime Hourly Rate</u>" will be made for each unit. This is overtime rate pay during outside normal course of duties which is requested by the <i>Contract Administrator</i> on an adhoc basis.</p>		



**SCHEDULE B – APPENDIX 4
CONTRACT DRAWINGS (PROJECT)**

SCHEDULE B - APPENDIX 4 Contract Drawings (Project)



NOTES:

1. THIS DRAWING SHOULD BE REVIEWED IN CONJUNCTION WITH THE CITY OF SURREY WATER METER DESIGN CRITERIA MANUAL & SUPPLEMENTARY SPECIFICATIONS.
2. MINIMUM 1.0m HORIZONTAL AND 2.0m VERTICAL CLEARANCE AROUND METER BOX TO REMAIN FREE OF LANDSCAPING OR OTHER OBSTRUCTIONS.

ITEM	DESCRIPTION	ITEM	DESCRIPTION
①	WATER METER (AS PER APPROVED METER PRODUCTS LIST)	⑦	H20 RATED #37 METER BOX (PRE-CAST CONCRETE OR LIGHT-WEIGHT COMPOSITE)
②	REMOTE RECEPTACLE	⑧	CAST IRON LID (C/W RECESSED HOLE FOR REMOTE RECEPTACLE)
③	METER SETTER 6040NL-307H3H3-UU (19mm) (CAMBRIDGE BRASS) 6040NL-407H4H4-UU (25mm)	⑨	FOIL BUBBLE WRAP INSULATION BLANKET (CUT TO FIT METER BOX OPENING)
④	BALL VALVE - FULL PORT (PART OF SETTER)	⑩	19mm MINUS GRANULAR (PLACED INSIDE BOX TO STABILIZE SETTER)
⑤	PEX PIPE OR MUNICIPAL/POLYETHYLENE TUBING (NSF 61)	⑪	SELECT NATIVE BACKFILL OR 19mm MINUS GRANULAR
⑥	COMPRESSION x COMPRESSION 90° BRASS ELBOW	⑫	CURB STOP C/W RISER

3		All Dimensions Shown in millimetres, Unless Otherwise Noted	
2		Title INSTALLATION DETAIL FOR EXTERIOR VOLUNTEER METERS 25mm DIAMETER AND SMALLER (RETROFIT TO EXISTING WATER SERVICE)	
1	OCTOBER 2021		
	Revision Date	Approved	
		WATER METER SUPPLEMENTARY DETAIL DRAWINGS	DRAWING NUMBER SSD-WM3
		Approved	
		Date	OCTOBER 2021
		Drawn By	Urban Systems Ltd.

U:\Projects_VAN\10720247\01D-Design\CAD\PRODD\FIG\GENERAL\1072.0247.01 - SSD-WM3.dwg [WM3 - VOLUNTEER METERS] 10/19/2021 10:15:12 AM

The following documents derived from the *Contractor's* Quotation submission will be inserted into the Agreement.

Schedule B – Appendix 5 – Schedule of Quantities and Prices

Schedule B – Appendix 6 – Time Schedule

Schedule B – Appendix 7 – Key Personnel, Experience, *Subcontractors* & Material Suppliers

- END OF PAGE -



SCHEDULE C - QUOTATION

RFQ Title: INTERNAL WATER METER MAINTENANCE SERVICES

RFQ No: 1220-040-2023-020

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

CITY OF SURREY

Owner Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: purchasing@surrey.ca

1. I/We, the undersigned duly authorized representative of the *Contractor*, having received and carefully reviewed all of the proposed documents, including the RFQ and any issued addenda posted on the City Website and BC Bid Website, and have full knowledge of the *Place of the Work*, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the *Work*, do hereby tender and offer to enter into a *Contract*, to do all of the *Work*, and to furnish all necessary labour, machinery, provide tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified, to complete the *Work* herein described, in strict accordance with the plans, *Specifications* and supplemented specifications and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit price set forth in the Quotation herein as follows:

2. If this Quotation is accepted by the *Owner*, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
4. I/We have reviewed the sample Form of Agreement (Schedule B). If requested by the *Owner*, I/we would be prepared to enter into the sample Form of Agreement, amended by the following departures (list, if any):

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

Please state reason:

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

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

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

Please state reason:

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

Changes and Additions to Specifications and Scope:

7. In addition to the warranties provided in the Contract, this Quotation includes the following warranties:

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

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

Please state reason:

Schedule of Quantities and Prices (see paragraph 5.3.1 of the Instruction to Tenderers – Part II):

9. All prices and Quotations including the *Contract Price* shall include all taxes, but shall not include the GST. The GST shall be shown separately. Accordingly the *Contractor* offers to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Table 2 below, the *Schedule of Quantities and Prices*, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purpose of *Quotation* comparison, our Quotation is to complete the *Work* for the Total Quotation Price as set out on Table 1 of this Quotation Form. Our Total Quotation Price is based on the estimated quantities listed in Table 2 *Schedule of Quantities and Prices*:

Table 1 - Summary:

#	DESCRIPTION	AMOUNT
A.	Water Meter Maintenance	
B.	Water Meter Installations	
C.	Ancillary Water Meter Works	
D.	Hourly Add-Ons	
E.	Sub Total:	
F.	GST:	
G.	Total Quotation Price, including GST:	

	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
--	--	------------------

Table 2 – Schedule of Quantities and Prices:

SECTION 1: WATER METER MAINTENANCE						
Item No.	MMCD Reference	Description	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)
1.1	1.8.15S	Touch Pad Rewiring/Remounting	Each	200	\$	\$
1.2	1.8.16S	Touch Pad Replacement	Each	200	\$	\$
1.3	1.8.17S	Reprogram Existing Register	Each	10	\$	\$
1.5	1.8.19S	Obtain Meter Read Only	Each	50	\$	\$
1.6	1.8.20S	Decommission Inside Meter Assembly				
a)		38mm	Each	5	\$	\$
b)		25mm	Each	5	\$	\$
c)		19mm	Each	35	\$	\$
d)		16mm	Each	5	\$	\$
1.8	1.8.22S	Replace Meter Register				
		75mm Sensus OMNI C ² Register - City Supplied	Each	5	\$	\$
		50mm Sensus OMNI C ² Register - City Supplied	Each	5	\$	\$
1.9	1.8.23S	Supply and Installation of #37 DI lid	Each	5	\$	\$
		Supply and Installation of #66 DI lid	Each	2		
					Subtotal:	\$

WATER METER MAINTENANCE
(Carry Forward to Price Summary Table)

SECTION 2: WATER METER INSTALLATIONS

Item No.	MMCD Reference	Description	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)	
2.1	1.8.24S	Exterior Meter Assembly Installations					
a)		19mm in Asphalt Driveway – including meter	Each	10	\$	\$	
b)		19mm in Concrete Driveway – including meter	Each	10	\$	\$	
c)		19mm in Soft Surface – including meter	Each	15	\$	\$	
2.2	1.8.25S	Interior Meter Change Outs					
a)		25mm	Each	1	\$	\$	
b)		19mm – deduct meter cost if iPerl Warranty Replacement	Each	50	\$	\$	
2.3	1.8.26s	Exterior Meter Change Outs					
a)		25mm	Each	3			
b)		19mm - deduct meter cost if iPerl Warranty Replacement	Each	30			
					Subtotal:	\$	

WATER METER INSTALLATIONS
(Carry Forward to Price Summary Table)

SECTION 3: ANCILLARY WATER METER WORKS

Item No.	MMCD Reference	Description	Unit	Est Qty	Unit Price (\$)	Amount (\$)	
3.2	1.8.27S	After Hours Callout Premium	Each	10	\$	\$	
3.3	1.8.28S	Curb Stop Maintenance	Each	2	\$	\$	
3.4	1.8.29S	Curb Stop Assembly Replacement	Each	2	\$	\$	
3.5	1.8.30S	Exterior Meter Installation - Pit					
a)		14" x 14" Square Pit and Restoration - Asphalt	Each	10	\$	\$	
b)		14" x 14" Square Pit and Restoration - Concrete	Each	5	\$	\$	
c)		14" x 14" Square Pit and Restoration - Soft Surface	Each	10	\$	\$	

3.6	1.8.31S	Exterior Meter Installation - Trench				
a)		14" Wide Trench and Restoration - Asphalt	Linear m	10	\$	\$
b)		14" Wide Trench and Restoration - Concrete	Linear m	10	\$	\$
c)		14" Wide Trench and Restoration - Soft Surface	Linear m	10	\$	\$
					Subtotal:	\$

ANCILLARY WATER WORKS
(Carry Forward to Price Summary Table)

SECTION 4: HOURLY ADD-ONS						
Item No.	MMCD Reference	Description	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)
4.1	1.8.33S	Foreman	Each	80	\$	\$
4.2	1.8.34S	Foreman - OT	Each	0	\$	\$
4.3	1.8.35S	Journeyman	Each	30	\$	\$
4.4	1.8.36S	Journeyman - OT	Each	0	\$	\$
4.5	1.8.37S	Skilled Laborer	Each	10	\$	\$
4.6	1.8.38S	Skilled Laborer - OT	Each	0	\$	\$
					Subtotal	\$

Hourly Add-Ons
(Carry Forward to Price Summary Table)

We confirm that we understand and agree that the quantities as listed in the above Table 2 – *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

Time Schedule:

- Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the *Work* within the time specified (use the spaces provided and/or attach additional pages, if necessary).

Water Meter Maintenance Program

ACTIVITY	TIMELINE									
	Number of Calendar Days from Contract Award									
Project Initiation Activities	5	10	15	20	25	30	35	40	45	50
Submission of Implementation Plan										
<i>Notice to Proceed</i>										
Commence the Work										
Ongoing Activities	Number of Working Days from City Request									
	5	10	15	20	25	30	35	40	45	50
Water Meter Maintenance										
Water Meter Installations										
Ancillary Water Meter Works										
Substantial Completion										

Experience and Qualifications:

12. Contractor's relevant experience and qualifications in performing work the same/similar to the Work and your qualifications to perform the Work (use the spaces provided and/or attach additional pages, if necessary):

Capability:

13. Contractor should demonstrate and describe your general capability to perform the Work, your understanding of the Work through discussion of the key issues, and your ability to meet the specifications/requirements of the RFQ.

Client/Customer References:

14. Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The Owner's preference is to have a minimum of three references. We hereby consent to the Owner contacting references for the purposes of evaluating our Quotation.

Key Personnel:

15. Contractor should list key personnel who will be the primary contact for contract and performance management. Include a brief description of their experience, highlighting relevance and successful completion of work same/similar to the *Work* and its scope. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws (*use the spaces provided and/or attach additional pages, if necessary*):

<i>Name and Title</i>	<i>Area of Responsibility</i>	<i>Experience</i>

Sub Contractors:

16. Contractors should list all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". If any *subcontractors* are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws (*use the spaces provided and/or attach additional pages, if necessary*):

<i>Name and Address</i>	<i>Contact Name / Phone Number</i>	<i>Area of Responsibility</i>	<i>Experience (including years working with Contractor)</i>

Material Suppliers (Potential):

17. Contractor intends to use the following potential suppliers and manufacturers from which the selection will be made from:

Supplier Name	Manufacturer Name	Supplier Address	Description of Good

Quality Assurance and Quality Control:

18. Contractor should describe your quality assurance program.

19. Contractor should describe how you will maintain quality control and meet quality standards in the performance of the *Work*, including with respect to water meter maintenance, water meter installations and ancillary water meter work:

Customer Service:

20. **Customer Service Approach** – Contractor should describe your customer service approach, including issues management, reporting, etc.

21. **Response and Escalation** – Contractor should describe your escalation process to resolve dispute and manage issues that arise.

Security Protocols and Procedures:

22. Contractor should describe your processes and procedures for maintaining the security of information and maintaining confidentiality of the orders, order details, and other confidential or personal information.

Security Clearance/Background Checks:

23. Contractor should describe your process for performing/updating background checks/security clearances for personnel or sub-contractors:

Protection of Personal and Confidential Information:

24. Contractor should provide the following:

- (a) Privacy Policy - (*attach your Privacy Policy for review and approval by the Owner*).
- (b) Storage of Information – *check as applicable:*

- We will not store confidential and/or sensitive information of the *Owner* or personal information obtained as part of the *Work* on servers outside of Canada or allow anyone from outside of Canada to access such information.
- We will or may store confidential and/or sensitive information of the *Owner* or personal information obtained as part of the *Work* on servers outside of Canada, but confirm such information will be encrypted or de-identified, with the encryption keys and/or de-identification keys (as the case may be) stored on servers located within data centres within Canada.

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

This Quotation is offered by the Contractor this _____ day of _____, 2023.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

**ATTACHMENT 1
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act*, 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.: 1220-040-2023-020

Project Title and Site Location: Internal Water Meter Maintenance

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business 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 – 104 Avenue, Surrey, British Columbia, V3T 1V8

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

ATTACHMENT 2 CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

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

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

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

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

Authorized Signature: _____
Name: _____
(Please Print)
Date: _____

**ATTACHMENT 3
STATUTORY DECLARATION**

CANADA)
) **IN THE MATTER OF AN AGREEMENT ENTERED**
) **INTO BETWEEN THE CITY OF SURREY (the "Owner") and**
) **_____ ("Contractor") IN**
) **CONNECTION WITH CONTRACT No.: 1220-040-2023-020**
) **INTERNAL WATER METER MAINTENANCE SERVICES**
) **SURREY, BRITISH COLUMBIA, CANADA. (PROJECT).**

PROVINCE OF BRITISH COLUMBIA

TO WIT:

I, _____, of _____ in the Province of British Columbia
(officer of company, sole proprietor or partner)

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 Materials or Equipment used in connection with the *Work* or *Work* done or materials supplied under the Agreement.

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. 2023.)

Signature _____

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

**ATTACHMENT 4
BUILDERS LIEN ACT (SECTION 7 (4))
NOTICE OF CERTIFICATION OF COMPLETION**

NOTICE: INTERNAL WATER METER MAINTENANCE SERVICES

Reference No.: 1220-040-2023-020

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 – 104th Avenue
Surrey, B.C., CANADA, V3T 1V8

(the "**OWNER**")

AND

CONTRACTOR

(the "**CONTRACTOR**")

in connection with an improvement on land described as follows:

**INTERNAL WATER METER MAINTENANCE SERVICES AT VARIOUS LOCATIONS IN
SURREY, BRITISH COLUMBIA, CANADA.**

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.

Issued By: _____
[City / Department Representative]

**ATTACHMENT 5
BUILDERS LIEN ACT (SECTION 7 (10))
CERTIFICATION OF COMPLETION**

Project Title: INTERNAL WATER METER MAINTENANCE SERVICES

Reference No.: 1220-040-2023-020

Date of Issue:

I Dean Scovill, City of Surrey, Engineering Assistant, of City of Surrey, Surrey City Hall, 13450 – 104th Avenue, Surrey, 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: Various Civic locations in Surrey, British Columbia

Brief description of the improvement: INTERNAL WATER METER MAINTENANCE SERVICES.
SURREY REFENCE No.: 1220-040-2023-020.

There are no outstanding deficiencies on this Agreement.

The Maintenance Period specified in the Agreement shall:

commence on: _____

and

terminate on: _____

The following is a list of outstanding claims as per General Conditions:

[state here]

Certified by:

Dean Scovill, Engineering Asst.
City of Surrey, Engineering Department

Dated: _____ [month, day, year]

ATTACHMENT 6 PRIVACY PROTECTION SCHEDULE

(Included for reference purposes – will be attached to final agreement)

This Appendix forms part of the agreement between City of Surrey, (the "Public Body") and _____ (the "Contractor") respecting Request for Quotations #1220-040-2023-020 Internal Water Meter Maintenance Services (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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ATTACHMENT 7
CONFIDENTIALITY AGREEMENT AND NON-DISCLOSURE AGREEMENT

This Appendix forms part of the Agreement between City of Surrey (the "Public Body") and _____ (the "*Contractor*") respecting Internal Water Meter Maintenance Services, Request For Quotations #1220-040-2023-020 (the "Agreement").

WHEREAS:

- A.** The Contractor and the City acknowledge that the process of the *Contractor* having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement "Confidential Information" means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.
- 2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
- 3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
- 4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.

5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.
8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act ("FIPPA")* and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

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