



REQUEST FOR QUOTATIONS

Title: Minor Drainage Projects

Reference No.: RFQ 1220-040-2016-032

MINOR WORKS SERVICES

(Construction Services)

REQUEST FOR QUOTATIONS

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. ADDRESS FOR DELIVERY	3
3. DATE	3
4. INQUIRIES.....	4
5. ADDENDA	4
6. NO CONTRACT	4
7. ACCEPTANCE.....	4
8. CONTRACTOR'S EXPENSES.....	4
9. CONTRACTOR'S QUALIFICATIONS	5
10. CONFLICT OF INTEREST	5
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	5
12. CONFIDENTIALITY	5
13. SIGNATURE	5
15. PROPRIETARY NAMES	6
Schedule A – Scope of Work and Drawings.....	7
Schedule B – Sample Agreement	8
Schedule B – Appendix 1 Special Provisions	26
Schedule B – Appendix 2 Supplementary Specifications (Project).....	34
Schedule B – Appendix 2-A Contract Drawings	41
Schedule B – Appendix 3 Schedule of Prices.....	42
Schedule B – Appendix 4 Construction Schedule.....	42
Schedule B – Appendix 5 Key Personnel, Subcontractors and Material Suppliers.....	42
Schedule B – Appendix 6 Prime Contractor Designation	42
Schedule B – Appendix 7 Contractor Health & Safety Expectations (Responsibility of Contractor(s)).....	42
Schedule B – Appendix 8 Statutory Declaration	42
Schedule B – Appendix 9 Form 3 Builders Lien Act, (Section 7 (10)) Certification of Completion	42
Schedule B – Appendix 10 Form 2 Builders Lien Act, (Section 7 (4)) Notice of Certification of Completion.....	42
Schedule B – Appendix 11 Post Compliance Form Certification of Completion	42
Schedule C – Form of Quotation	43
Attachments:	
1. City of Surrey, Project Completion Deliverables Worksheet	50
2. Prime Contractor Designation – Letter of Understanding.....	51
3. Contractor Health & Safety Expectations (Responsibility of Contractor(s))	52

REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca.

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

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copies (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt
Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue, Surrey, B.C., Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **August 10, 2016**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
Email: purchasing@surrey.ca
Reference: 1220-040-2016-032

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed the Contract on behalf of the City. Delivery of the signed Quotation by the City 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 – Minor Works.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

15. PROPRIETARY NAMES

Proprietary Names - Use of manufacturers' names or proprietary names in the Contract Documents is solely for the purpose of describing the article, indicating an acceptable standard of quality, or identifying required compatibility with other equipment.

Products - Contractors who wish to substitute equivalent or superior products instead of specified products shall submit a request in writing to the Owner at least seven working days prior to the Closing Time. Approval of substitute products will be made only by addendum.

*****END OF PAGE*****

SCHEDULE A – SCOPE OF WORK AND DRAWINGS

PROJECT TITLE: Minor Drainage Projects

PROJECT No.: 1220-040-2016-032

1. DESCRIPTION OF SCOPE OF WORK

To provide all labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, and related services for driveway crossing removal and replacements. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

Job site locations are various throughout Surrey.

The general components of the work include removal and replacement of the driveway crossings including fish salvage, and related works.

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

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

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

2. CONTRACT DRAWINGS (e.g. Architectural; Mechanical; Electrical and Structural)

The following drawings are included as part of this RFQ.

DRAWING NUMBER SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
C 1.00 & C 2.00	Culvert Install	July 2016
C 2.00	Culvert Install	July 2016
C 3.00	Culvert Install	July 2016
C 4.00	Culvert Install	July 2016
C 5.00	Headwall Reconstruction	July 2016
SSD-D.11	Timber Headwall Detail	Jan 2016

**SCHEDULE B
SAMPLE – CONSTRUCTION CONTRACT**

Title: Minor Drainage Projects

AGREEMENT No.: 1220-040-2016-032

THIS AGREEMENT dated the _____ day of _____, 201_.

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 4V8

(the "**City**")

OF THE FIRST PART

AND:

(Full legal name and address of Contractor)

(the "**Contractor**")

OF THE SECOND PART

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

<<Insert a brief description of the works here>>

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

1. DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the meanings set forth below:

- (a) "Certification of Completion" means a certificate issued indicating that Substantial Performance of the Work has been achieved;

- (b) "Certificate of Total Performance" means a certificate issued indicating that the Work has been achieved;
- (c) "Change" means:
 - (i) an addition to the Work that is both of a type and character similar to the Work as defined in the Contract Documents; or
 - (ii) a deletion of the Work indicated in the Contract Documents; or
 - (iii) an alteration of the Work indicated in the Contract Documents, within the general scope of the Work as described in the Contract Documents;
- (d) "Change Order" means a written approval setting out a description of the Work covered by the Change, the price or method of valuation for the Work, the change in the Contract Price and adjustment, if any, to the Contract Time;
- (e) "City" means the City of Surrey;
- (f) "City's Representative" means the
- (g) "Consultant" is the person or entity engaged by the City and identified as such in the Contract;
- (h) "Contract Administrator" is the person or entity engaged by the City and identified as such in the Contract;
- (i) "Construction Schedule" means a construction schedule indicating the planned start and completion dates of the major activities of the Work as set out in [Appendix 4](#);
- (j) "Contract" means this Contract as set out and described in the Contract Documents;
- (k) "Contract Documents" means this Contract including all schedules and appendices, construction standards, specifications and drawings;
- (l) "Contract Price" means the price of the Work as set out Section 4.1 of this Contract;
- (m) "Contract Time" means the period of time for the completion of the Work as provided by the Contract Documents;
- (n) "Contractor" means the person, firm or corporation identified as such in this Contract and includes the Contractor's authorized representative as designated to the City in writing;
- (o) "Contractor's Representative" means the person appointed by the Contractor to represent the Contractor for the purposes of this Contract and so notified to the City in writing;
- (p) "Drawings" means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details and diagrams;
- (q) "Extra Work" means additional Work that the City may wish performed that is Extra Work and not a Change. Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work;

- (r) "Payment Certifier" is the person or entity identified as such in the Contract responsible for the issuance of certificates of payment;
- (s) "Place of Work" means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (t) "Project Manager" is the person or entity engaged by the City and identified as such in the Contract;
- (u) "Substantial Performance" means the Work, or a substantial part of it, is ready for use or is being used for the purpose intended;
- (v) "Total Performance" means the date of the City's acceptance of the Work in writing as fully performed according to the Contract Documents; and
- (w) "Work" means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK

- 2.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents, including without limitation the scope of work and drawings specified in Appendix 2 and Appendix 2-A.
- 2.2 The Contractor will commence the Work on or before <<insert date here>>. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix 4 as required by the Contract Documents and will achieve Substantial Performance of the Work on or before <<insert date here>>. subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 2.3 Time shall be of the essence of the Contract.

3. CONTRACT DOCUMENTS

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

- (f) all other Contract Documents.

4. CONTRACT PRICE

- 4.1 The Contract Price for the Work shall be the sum of <<insert figures here>> dollars, plus goods and services tax in the amount of <<insert figures here>> dollars, for a total Contract Price of <<insert figures here>> dollars in Canadian funds (the "Contract Price") plus any adjustments approved by the City, including any payments owing on account of Change Orders and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 4.2 The Contract Price shall be the entire compensation due to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work. The Contract Price is a firm fixed price.

5. HOLDBACKS

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

6. INVOICING AND PAYMENT

- 6.1 Subject to applicable legislation, including without limitation the holdbacks referred to in above, and the provisions of the Contract Documents, the City shall make payments to the Contractor thirty (30) days after receipt of any invoice from the Contractor.

- 6.2 The Contractor shall submit invoice(s) for payment to the City, based on the completion of each phase of the Work. Any and all Extra Work as approved by the City, must be clearly identified and quantified on a separate invoice(s).
- 6.3 The invoice(s) submitted for the completion of each project phase shall be clearly itemized to the details of the phase completed or the amount of Work performed, the billing rates, show an invoice number, contractor's name, address, telephone number, reference the City's purchase order number or name and location of employee, and in an itemized manner the amount due for each phase completed, tax (if any) and a grand total. The grand total will be subject to holdbacks.
- 6.4 The payment by the City of any monthly or other payment shall not bind the City with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the City has accepted Work that is not in accordance with the requirements of the Contract Documents, or that the Contractor is in any manner released from its obligation to comply with the Contract Documents.
- 6.5 For earlier payment, the Contractor can offer a cash discount. All payment cheques are mailed.

Invoices will be submitted by the Contractor by mail to:

Name: <<state who is authorized to approve invoices for payment>>

Address: <<state location where invoices are to be delivered>>

7. PERFORMANCE OF THE WORK

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

8. CHANGES

- 8.1 The City may, without invalidating the Contract, change the Work by adding to or deducting from the Work in which event the Construction Schedule will be adjusted.
- 8.2 The Contractor will not proceed with any Change without a written Change Order signed by the City.
- 8.3 The Contractor's overhead and profit will not be allowed on Change Orders paid for from allowances specified in the contract.
- 8.4 The value of a change in the Work shall be determined by one or more of the following methods as selected by the Consultant in consultation with the City.
- (a) by estimate and acceptance in a lump sum;

- (b) by unit prices set out in the Contract or subsequently agreed upon;
- (c) by actual cost and an allowance for overhead and profit as follows:
 - (1) Contractor's overhead and profit on expenditures from allowances, including Extra Work paid for from the contingency allowance, shall be included in the Contract Price.
 - (2) For changes in the Work not covered by a contingency allowance, the Contractor's overhead and profit shall be a maximum of ten percent (10%) of the actual cost of Work performed directly by the Contractor for a Change or part thereof.
 - (3) The Contractor will be entitled to charge a mark-up for overhead and profit equal to a maximum of five percent (5%) of the actual cost of work performed directly by a subcontractor a change or part thereof, provided, however, that where the subcontractor is a wholly owned subsidiary of the Contractor no mark-up for overhead and profit whatsoever shall be charged by the Contractor or paid by the City.
 - (4) The subcontractor's allowance for overhead and profit for a change shall be limited to a maximum of five percent (5%) of the actual cost of the Work performed by the subcontractor.
 - (5) Where the change involves the substitution of one type of product for another the actual cost of the Change, whether credit or extra, shall be the net difference in the actual cost.
 - (6) For avoidance of doubt, the Contractor's hourly labour rates stated in Schedule C will be applicable to changes in Work without any mark-up.

9. SITE CONDITIONS

9.1 The Contractor acknowledges and agrees that:

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

10. DOCUMENTS

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

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

11. TIME

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

12. TAXES AND DUTIES

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

13. BUILDER'S LIENS

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

14. CITY DIRECTIONS

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

15. INSPECTIONS

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

16. USE OF PLACE OF WORK

- 16.1 The Contractor will confine its tools, machinery, equipment and materials to limits as may be established by the City's Representative, acting reasonably.
- 16.2 The Contractor will maintain the Place of Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the City, other contractors or their employees.
- 16.3 Prior to application for the Certificate of Total Performance, the Contractor will remove all surplus products, tools, machinery and equipment, and any waste and debris, and leave the Place of Work clean and suitable for occupancy by the City.
- 16.4 The Contractor will not have exclusive use of the Place of Work, and will undertake the Work in cooperation with the City, and other users of the Place of Work as the City may permit or direct.
- 16.5 The Contractor will protect the property adjacent to the Place of Work from damage and will hold the City harmless from any claims which may arise as a result of the Contractor's operations under the Contract, or from failure to provide such protection, or both.
- 16.6 The Contractor will protect the Work, the Place of Work, the City's property from damage and will be responsible for any damage which may arise as a result of operations under the Contract, except damage which occurs as a result of actions of the City.
- 16.7 Should any damage occur to the Work, the Place of Work, or the City's property, or all of the aforementioned, for which the Contractor is responsible, the Contractor will:
 - (a) make good such damage to the Work, and
 - (b) if the City so directs, make good such damage to the City's property,and the Construction Schedule will be extended for such time as may be agreed by the City and the Contractor, acting reasonably.
- 16.8 The City may take possession of and use any completed portion of the Work regardless of the time for completion of the Work. Such possession or use will not be construed as final acceptance of the Work or portion.

17. SUPERVISION

- 17.1 The Contractor will provide competent supervision as is necessary to perform the Work.

18. CODES AND REGULATIONS

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

19. CONTRACTOR'S WARRANTY

- 19.1 The Contractor represents, warrants and guarantees to the City that:
- (a) the Work will, in all respects, be constructed in a good and workmanlike manner;
 - (b) the Work will be constructed in accordance with all applicable laws in effect at the date of the Contract and in accordance with the best current and prevailing industry practices;
 - (c) the Work will be supplied, procured, fabricated, installed, constructed and completed in accordance with all requirements of the Contract;
 - (d) all Work will be free from defects or deficiencies arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship;
 - (e) the Work as constructed will be fit for the purpose intended;
 - (f) title to all Work and all parts thereof shall be free and clear of all liens, charges, encumbrances and adverse claims whatsoever; and
 - (g) no part of the Work shall constitute an infringement of any patent, trade mark, copyright or other proprietary interest.
- 19.2 The Contractor agrees to correct any deficiency in the Work arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship, which appear:
- (a) in the case of any roof, in the period of five (5) years after Substantial Performance of the Work;
 - (b) for other Work, excluding Work covered by a warranty greater than twelve (12) months, in the period of twelve (12) months after the date of Substantial Performance of the Work; and
 - (c) for other Work in the period of any warranties.
- 19.3 The Contractor shall undertake all repairs or replacements at times that will minimize interference with the City's operations.
- 19.4 Nothing contained herein limits the rights of the City in relation to recovery for latent deficiencies in the Work or otherwise limits the rights of the City at law or in equity.
- 19.5 The Contractor shall not be relieved of its warranty obligations by reason of inspection, testing or acceptance of the Work or any portion thereof, or the issuance of a Certification of Completion, or a Certificate of Total Performance, or payment to the Contractor of any money under the Contract.
- ## **20. WAIVERS**
- 20.1 The Contractor's application for the Certification of Completion shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract to the date of Substantial Performance. This waiver shall include without limitation those that

might arise from the negligence or breach of contract by the City, the City's Representative and their respective employees, agents, officers and contractors, but does not include claims made by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the City's Representative prior to date of Substantial Performance and still unsettled.

- 20.2 The Contractor's application for the Certificate of Total Performance shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract that have arisen between the date of Substantial Performance and the date of the Certificate of Total Performance. This waiver shall include those that might arise from the negligence or breach of contract by the City, the City's Representative, and their respective employees, agents, officers and contractors, but does not include claims by the Contractor in writing prior to such application in accordance with the provisions of the Contract Documents and delivered to the City's Representative and still unsettled.

21. SUBSTANTIAL PERFORMANCE

- 21.1 The City or its Consultant will, after receipt of a written application from the Contractor for a Certification of Completion, make an inspection and assessment of the Work and issue a Certification of Completion or if the City decides that Substantial Performance has not been achieved, consult with the Contractor and advise the Contractor of the Work required to achieve Substantial Performance.

- 21.2 Prior to making application for Substantial Performance of the Work, the Contractor shall submit to the Consultant or Owner the following:

- (a) letters of assurance for professional design and review from those professionals engaged by the Contractor under the provisions of the Contract, including applicable sealed shop drawings;
- (b) all required manufacturer's inspections, certifications, guarantees, warranties as specified in the Contract Documents;
- (c) all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents;
- (d) certificates issued by all permit issuing authorities indicating approval of all installations, work and improvements requiring permits;
- (e) certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as applicable or specified in the Contract Documents; and
- (f) all required record Drawings and as built and as-installed documents in the form specified in the Contract Documents, including the as-built Drawings.

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

- 21.3 Together with its request or application for the Certificate of Completion of the Work, the Contractor shall provide to the Consultant and the Owner the following:
- (a) a sworn declaration in a form acceptable to the City Representative that all amounts relating to the Work, due and owing as of the end of the month covered by the invoice to third parties including all subcontractors and suppliers, have been paid;

- (b) a current clearance letter from Workers' Compensation Board confirming that the Contractor is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
- (c) a statement compiling and reconciling all Change Orders and Change Directives; and
- (d) any other documents to be submitted by the Contractor as specified in the Contract Documents or reasonably required by the Consultant or the Owner.

21.4 The City shall pay any builder's lien holdback as required by the *Builders Lien Act*, or on such other date as required by law, but the City may hold back the amounts for any deficiencies or filed builder's liens.

21.5 The City's Representative shall be the payment certifier responsible for payment certification for the Contractor under the *Builders Lien Act*. The Contractor shall be the person responsible for payment certification for all subcontractors, including the subcontractors, as required under the *Builders Lien Act*.

22. TOTAL PERFORMANCE

22.1 Before applying for a Certificate of Total Performance, the Contractor will provide to the City the following:

- (a) complete sets of digital drawings and specifications, in reproducible form, showing the as-built Work;
- (b) complete sets of maintenance manuals for any and all equipment comprised in the Work; and
- (c) the results of quality control testing by the Contractor.

22.2 The Contractor may apply for a Certificate of Total Performance and the procedure and requirements for the issuance of the Certificate of Total Performance shall include the provision by the Contractor of the sworn declaration and Workers' Compensation Board compliance documentation.

23. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

23.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of the Work done or service performed in fulfilling this Contract have been paid in full.

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

- 23.3 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 23.4 The Contractor agrees that it is the prime contractor for the Work as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Contract, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Contract. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Contract, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 23.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 23.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 23.7 The Contractor understands and undertakes to comply with all the 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, materials, products and any future MSDS updates shall be forwarded.

24. INSURANCE

- 24.1 The Contractor will obtain and carry, in forms and with insurers satisfactory to the City:
- (a) commercial general liability insurance in a wrap up form with a limit of five million (\$5,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property;

- (b) the insurance shall include the Contractor, the City, the project manager, all contractors, subcontractors, suppliers and tradesmen contributing to the Work;
- (c) the insurance shall preclude subrogation claims by the insurer against anyone insured hereunder;
- (d) the insurance shall include coverage for:
 - broad form products and completed operations,
 - City's and contractor's protective liability,
 - contractor's contingent liability,
 - blanket written contractual,
 - contingent employer's liability,
 - personal injury liability,
 - non-owned automobile,
 - cross liability,
 - employees as additional insured's, and
 - broad form property damage;

and where such further risk exists:

- shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and caisson work, work below ground surface, tunnelling and grading, as applicable, and
- operation of attached machinery.
- (e) product and completed operations liability insurance, to remain in full force and effect for a period of not less than twelve (12) months following completion of the Work;
- (f) professional errors and omissions insurance in an amount not less two million (\$2,000,000 dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period, for the Contractor's professional contractors and subcontractors;
- (g) course of construction insurance against "all risks" of physical loss or damage, and shall extend to cover all materials, property, structures and equipment while in transit or storage and during construction, erection, installation and testing, but such insurance shall not include coverage for the Contractor's equipment of any description. Such insurance shall be maintained until Substantial Performance of the Work;
- (h) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than less three million (\$3,000,000 dollars;
 - (i) the insurance shall include as an insured, each contractor and subcontractor, project manager, architect and engineer who is engaged in the Work; and
 - (ii) the insurance will contain a waiver of the insurer's rights of subrogation against all insured except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

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

- 24.3 The Contractor acknowledges that any requirement or advice by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.
- 24.4 If requested to do so, the Contractor will provide the City with a copy of insurance policies relating to the Work.

25. INDEMNIFICATION

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

26. REJECTED WORK

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

27. DEFAULT

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

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

- 27.2 The parties agree that if the City terminates the Contract under the conditions set out above, the City shall pay the Contractor:

- (a) for all Work performed, plus reimbursement for expenditures made on account of the remaining Work, but shall not pay for profit and overhead on account of the remaining Work or any additional costs incurred because of the termination.

27.3 If the City terminates the Contract, the City may:

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

28. CORRECTION BY CITY

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

29. DISPUTE RESOLUTION

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

Negotiation

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

Mediation

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

Litigation

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

30. ASSIGNMENT AND SUBCONTRACTS

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

31. NOTICES

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

- (a) The City: City of Surrey – **[Insert Department Name]**
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8
- Attention: **[Insert City contact name]**
[Insert title]
- Fax: **[Insert]**
- e-mail: **[Insert]**

(b) The Contractor: [Insert full legal name and address]

Attention: [Insert Contractor contact name]
[Insert title]

Fax: <<Insert>>
e-mail: <<Insert>>

32. FORCE MAJEURE

32.1 Each party will be excused from performance under this Contract for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Contract, in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this Section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder). For the avoidance of doubt, nothing in this Section will affect the City's right to terminate this Contract for convenience as provided in Section 27.

32.2 For the purposes of this Contract, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the non-performing party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

33. NON ROAD DIESEL ENGINE EMISSION REGULATION

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

- provide required information (machine/engine/company details),
- pay fees, and
- label machines with Metro Vancouver issued registration number.

The City may, at its discretion, give preference to equipment that meets higher emission standards. Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

34. GENERAL

- 34.1 The Contract contains the entire agreement between the City and the Contractor and may not be amended except in writing and signed by both parties.
- 34.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.
- 34.3 The Contract will be interpreted in accordance with the laws of the Province of British Columbia.
- 34.4 The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.
- 34.5 No consent or waiver by either party to or of any breach or default by the other under the Contract will be effective unless in writing, nor will such consent or waiver be relied on as consent to or waiver of any other breach or default of the same or any other obligation.
- 34.6 Each party will, at its own expense, execute and deliver all such further agreements and documents and do such acts and things as may be reasonably required to give effect to the Contract.

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

CITY OF SURREY

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

<<INSERT FULL LEGAL NAME OF CONTRACTOR>>

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

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

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

S.P.2 Scope of Work

The scope of work includes the provision of all labour, supervision, materials, plant, equipment, layout, survey, permits, inspections, and other related services to complete the driveway crossing removal and replacements as noted in the drawings. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

Job site locations are various throughout Surrey.

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

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

S.P.3 Contract Time

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

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

S.P.4 Contract Administrator

The contract administrator is Matthew K. Brown City of Surrey Engineering Operations 6645 148 Street Telephone: 604-591-4847 Fax: 604-591-7836 E-mail: mkbrown@surrey.ca (the "Contract Administrator") will be the City's representative during the performance of the Work until the Work is complete. The Contract Administrator will advise and consult with the City. The City's instructions to the Contractor may be forwarded through the Contract Administrator.

S.P.7 Coordination

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

While it is not an all-inclusive list of potential coordination requirements, the following is a list of known activities that the Contractor should be aware when planning for coordination.

Other contractors

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

<"NONE">

S.P.8 Availability of Place of Work

The Place of Work is available for the immediate commencement of the Work. The anticipated start date is September 15, 2016. The Contractor will schedule the Work accordingly.

S.P.9 Quality Assurance

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

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

S.P.10 Job Conditions

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

S.P.11 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 City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

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

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

S.P.12 Safety

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

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 Work, the Contractor is to make themselves aware of any and all on-site hazards including but not limited to underground and overhead utilities near to the Work area and to take every precaution necessary to eliminate any risk that may exist. If an on-site hazard exists that is causing or may cause injury to any person(s), the Contractor is to take immediate action to mitigate risk and damage, and then notify the City and the City's consultant (if any).

S.P.13 Traffic Control

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

The Contractor at his expense, is to provide:

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

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

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

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

S.P.14 Construction Access and Traffic Maintenance

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

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

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

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

The Contractor shall:

- (a) Include project phasing strategies in the Construction Schedule to minimize traffic disruption on the Place of Work
- (b) Provide one (1) week minimum notice to the City, previous to any disruption or alteration of access to the Place of Work. The Contractor shall provide all signs, pylons and flag persons necessary to direct vehicular traffic around work in progress.

- (c) The Contractor shall maintain access to existing fire hydrants and Siamese connections and shall keep entrances and exits to existing and adjacent buildings clear at all times.

S.P.15 Proposed Substitutions

Acceptance of material specifications that are an equal or higher level of quality compared to the material specified will not be unreasonably withheld.

Quotations for equipment substitutions to be made as separate line items and as additive or deductive alternates to the base equipment bid.

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

S.P.16 Manuals

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

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

S.P.17 Hours of Work

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

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

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

S.P.18 Damage

The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Works as a result of any negligent act or omission, or misconduct in the performance of the Works and its subcontractor's Work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss, damage, injury or loss results from or arises out of the error, omission and/or negligent acts of the City, or its officers, for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

S.P.19 Worksite Conduct

All labourers and workers, while working in and around the south side of Colebrook Rd between 13500 block to the 14200 block of Surrey, British Columbia, and the City facilities, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all labourers and workers on the worksite and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the City determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such labourers from the worksite immediately.

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

S.P.20 Cleanliness and Disposal of Unwanted Materials

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

The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions, which the Contractor performs.

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

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

S.P.21 Accidents; Equipment Safety

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

The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defense which may be caused by Contractor's performance of this Contract, whether such performance be by

itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Contract.

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

S.P.22 Permits and Fees

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

S.P.23 Final Completion and Payment

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

S.P.24 Workmanship

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

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

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

The Contract Administrator will visit the Place of Work at intervals appropriate to the progress of the Work to become familiar with the progress of the Work, the quality of the

Work being provided and to determine if the Work is proceeding in general conformity with the Contract Documents.

*****END OF PAGE*****

**SCHEDULE B - APPENDIX 2
SUPPLEMENTARY SPECIFICATIONS – (PROJECT)
SUPPLEMENTARY SPECIFICATIONS**

TABLE OF CONTENTS

SSP.1	Scope of Work
SSP.2	Description of Work
SSP.3	Limits of Site
SSP.4	Pre-Construction Meeting
SSP.5	Construction Survey Layout
SSP.6	Dump Site
SSP.7	Traffic Management Plan
SSP.8	Coordination
SSP.9	Environmental Protection
SSP.10	Protection of Existing Features
SSP.11	Overtime Work
SSP.12	Dust Control
SSP.13	Tree Removal / Relocating / Trimming
SSP.14	Weigh Ticket Control
SSP.15	Excavating, Trenching and Backfilling
SSP.16	Pipe Culverts

SERVICES PURSUANT TO GENERAL CONDITIONS

The Contractor is required but is not limited to, as part of his obligation under the Quotation, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP 1 to SSP 16 hereunder.

SSP.1 Scope of Work

1. Provide all labour, materials, and equipment to perform all work necessary to remove and install the designated culverts. The work shall consist of, but not necessarily be limited to, performing the following tasks where specified:
 - A) Install Culverts C-1.00 to C-4.00(SaniTite® HP Sewer Pipe.); and
 - B) Reconstruct Headwall C-5.00
 - C) Fish salvage and sediment control.
2. The area of work to be performed shall be at the locations shown on the attached drawing, Schedule B – Appendix 3-A. The Contractor is advised to review the supplementary specifications in detail as there are requirements for the various items of work.
3. The detailed scope of work is as described on the Contract Drawings (Schedule B – Appendix 3- A), Special Provisions (Schedule B – Appendix 1), and Method of Measurement and Payment (Schedule B- Appendix 2).

SSP.2 Description of Work

Refer to Schedule A.

SSP.3 Limits of Site

The Site is primarily limited to City right-of-ways, however, some work may be completed on private property as directed by the Contract Administrator.

SSP.4 Pre-Construction Meeting

Prior to start of construction, a pre-construction meeting shall be scheduled to review the proposed works; the Contractor's proposed method of construction; the project timing; the project schedule; and emergency contacts. The meeting is to be arranged once the Contractor has supplied the Engineer with an updated project schedule.

SSP.5 Construction Survey Layout

Construction survey layout will be provided by the City. The Contractor shall be responsible for coordinating survey layout with construction works to ensure that offset stakes do not conflict with construction.

The City shall provide survey control at each project location consisting of two horizontal control monuments tied to Surrey's coordinate reference system (UTM Ground) and one elevation benchmark.

The payment for all required layout is considered to be incidental to the unit costs of the various components of the project. No additional payment will be made for this item.

SSP.6 Dump Sites

All debris that is removed under this contract shall be disposed of by the Contractor to an approved off-site disposal area with the exception of the flap gate or other material identified by the City representative. This cost is considered to be incidental to the unit costs of the various components of the project. No additional payment will be made for this item.

SSP.7 Traffic Management Plan

A Traffic Management Plan shall be submitted to the Contract Administrator and City prior to performance of work when working within City roadways. The cost for this is considered to be incidental to the unit costs of the various components of the project. No additional payment will be made for this item.

SSP.8 Coordination

The Contractor shall be responsible for coordination of this work with other Contractors, sub-Contractors, environmental approving authorities, and or utility companies that may affect his work. There shall be no extra payment for delays caused by conflicts in site coordination.

SSP.9 Environmental Protection

The Contractor shall comply with all requirements of the Federal Ministry of Fisheries and Oceans, and the Provincial Ministry of Forests, Lands and Natural Resource Operations as specified in the provincial Standards and Best Practices for Instream Works.

The Work under this Contract is subject to the application of appropriate Best Management Practices as outlined in the Ministry of Forests, Lands and Natural Resource Operations' Standards and Best Practices for Instream Works. Compliance with such requirements within the Special Provisions will be the responsibility of the Contractor, the cost of which will be assumed to be included in the tendered unit prices for the works.

All in-stream works undertaken under this Contract will be monitored by the Engineer and an environmental consultant reporting to the Engineer. The Contractor shall obtain the approval of the Engineer prior to starting work in or adjacent to any streams and shall complete the works to the satisfaction of the Engineer.

The Serpentine and the Nicomekl Rivers are fish-bearing watercourses and the Contractor shall comply with all the requirements of the Federal Ministry of Fisheries and Oceans, and the Provincial Ministry of Forests, Lands and Natural Resource Operations.

Works in the vicinity of the River dike, river channel and tributaries is subject to Ministry of Forests, Lands and Natural Resource Operations construction restrictions. The work has been approved in principle; however, a final Ministry of Forests, Lands and Natural Resource Operations is not anticipated.

i) Regulations

The Contractor shall comply with all federal and provincial regulations so that construction work does not adversely affect the environment of fish-bearing streams, rivers, lakes and other bodies of water within the scope of, or downstream from, this Contract.

Sections 28, 20, 30, 31 and 36 of the Federal *Fisheries Act* and Section 34 of Bill C38 which emphasize habitat concerns is available from Fisheries offices and the Contractor is advised to familiarize himself with this document.

ii) Plan and Schedule

Minimization of environmental damage shall be achieved by ensuring that construction operations are carefully planned and scheduled. The Contractor shall familiarize himself with and identify those areas which are presently environmentally sensitive and related potential problems, and shall prepare a plan of operations, a construction schedule, and outline of work methods accordingly.

The Contractor shall make these plans and schedules available to the Engineer at least one week in advance of commencement of the works, and shall not proceed with the work unless authorized by the Engineer. The Contractor shall notify the Environmental Consultant a minimum of five working days in advance of commencing any work within the wetted perimeter of any watercourses.

iii) Water Quality

Machinery and equipment shall not be operated within the wetted perimeter of any stream, lake or other body of water within the scope of this Contract without the consent of the Engineer.

All work under this Contract shall be undertaken in a manner which will avoid deposit of any water-borne silts of any stream, river, lake or other body of water that would be harmful to aquatic organisms. The Contractor is responsible to ensure that siltation or the introduction of any other deleterious materials to watercourses does not occur.

No bark, slash, wood chips, sawdust, organic debris, soil, gas, diesel fuel, oil, grease, ashes or other substances deleterious to aquatic life shall be allowed to enter any stream, lake or other body of water.

There shall be no obstruction placed in any watercourses during the clearing and grubbing operations. However, should any material be inadvertently placed in the normal high water wetted perimeter of such watercourse, the Engineer shall be notified immediately and the material removed as directed by the Engineer.

The Contractor shall use whatever means are necessary to protect the water quality of downstream watercourses, including silt fences, gravel check dams, filter cloth, settlement ponds, pumping, or other means as appropriate.

The cost to protect the environment is considered to be incidental to the unit costs of the various components of the project. No additional payment will be made for this item.

Servicing or fuelling of machinery in or immediately adjacent to any stream or body of water will not be permitted. Servicing or fuelling of machinery shall be carried out by the Contractor at a location away from streams and other bodies of water. This location shall have spill containment capabilities to avoid pollution with gas, diesel fuel, oil grease, filters or other disposable material.

Fuel spills will not be permitted and in this regard care should be taken to avoid overfilling machines. Automatic shut-off nozzles shall be installed on all dispensing units. The Contractor shall have proper equipment to transport fuel so that spillage will not occur. The Contractor shall have oil spill abatement equipment on the project satisfactory to the Engineer.

When working near any stream, lake or other body of water, the Contractor shall ensure that all hydraulic systems, fuel systems and lubricating systems are in good repair to avoid leakage of petroleum products.

Petroleum products shall be stored in a special location where spillage can be safely contained without contamination of the surrounding area. Storage of petroleum products will not be permitted in the vicinity of streams or other bodies of water.

All requirements of environmental provisions shall be considered incidental to the prices bid for the work under this Contract and no additional compensation will be made.

iv) Siltation Control

Siltation control works shall be installed at various locations to contain silt and other deleterious material from entering storm sewers, open ditches and/or creeks. The Contractor shall comply with the City of Surrey, Ministry of Forests, Lands and Natural Resource Operations, and Department of Fisheries and Oceans requirements for on-site siltation control. Where directed by the Engineer, the environmental subconsultant, representatives from BCMFLNRO/DFO and/or the City of Surrey, the Contractor may be required to construct additional siltation control works to ensure adequate siltation control is maintained. This may include additional fencing, sandbagging, and/or gravel check dams. No separate or additional payment will be made for these works.

SSP.10 Protection of Existing Features

The Contractor shall protect existing features such as landscaping, trees and fencing from damage. In the event that such features are disturbed, the Contractor shall reinstate the disturbed features to their original or better conditions and to the satisfaction of the owner of the features.

SSP.11 Overtime Work

The Contractor shall not schedule the construction work to require inspection beyond the standard 40-hour working week.

Extended hours beyond the normal 8 hours on working days will be permitted upon approval of the Engineer for operations that must be reasonably completed on that day. He shall also be charged for the overtime portion of inspection costs. Such costs shall be deducted from monthly progress payments.

On the infrequent occasion that the Contractor finds it is necessary to work on Saturday, Sunday or holidays which are observed by the construction industry in British Columbia, he shall obtain the Engineer's approval 48 hours in advance. The Contractor shall also be charged for the overtime portion of inspection costs. Such costs shall be deducted from monthly progress payments.

SSP.12 Dust Control

Dust shall be controlled by the Contractor at all times for the duration of the Contract. The application of used oil or "cut back" bitumen products will not be permitted. Aqueous magnesium chloride or calcium chloride may be used provided the application is not in an environmentally harmful manner. The use of lignosulphonates will also be permitted providing the following conditions are met:

- a) Application shall not be on slopes where precipitation may cause the lignosulphonates to drain into watercourses
- b) A buffer strip of 10 m on either side of the watercourse shall be free from lignosulphonates application.
- c) No application in residential areas when the air temperature exceeds 26°C.
- d) No application when rain is imminent as a minimum drying time of six hours is required.

If the Contractor fails to control the dust levels on the construction site, at the stockpile site, and at adjacent areas, the City will complete the works deemed necessary at the Contractor's expense.

SSP.13 Tree Removal / Relocating / Trimming

At various locations, tree or bush removal / relocating and or trimming may be required to facilitate construction. The cost for this is considered to be incidental to the unit costs of the various components of the project. No additional payment will be made for this item.

The Contractor shall consult with the Engineer or his representative prior to any tree removal, relocating or trimming works commence.

SSP.14 Weigh Ticket Control

For items that are measured by weight, the Contractor shall:

- Submit the weigh tickets to the City's representative immediately prior to placement of material in the works,
- Coordinate his work so that no more than two City's representatives are required to collect and check the weigh tickets at any one time, and
- Arrange weigh tickets to be collected and verified at specific locations on the site as agreed by the City's representative.

The City's representative can refuse approval of tickets received after the day of placement. Payment is only for the material completely incorporated into the works as witnessed by the Engineer's representative.

If the Contractor fails to meet any of these conditions, the City's representative has the right to refuse approval of any weigh tickets presented.

SSP.15 Excavating, Trenching and Backfilling

Refer to MMCD section 02223.

SSP.16 Pipe Culverts

Refer to MMCD section 02723.

*****END OF PAGE*****

SCHEDULE B - APPENDIX 2-A CONTRACT DRAWINGS

Contract Drawings may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

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

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

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

Login ID: surreybid

Password: Welcome

Folder: 1220-040-2016-032

**SCHEDULE B
APPENDICES 3 THROUGH 11**

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

Schedule B – Appendix 3	Schedule of Prices
Schedule B – Appendix 4	Construction Schedule
Schedule B – Appendix 5	Key Personnel, Sub-Contractors, and Material Suppliers

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

Schedule B – Appendix 6	Prime Contractor Designation
Schedule B – Appendix 7	Contractor Health & Safety Expectations (Responsibility of Contractor(s))
Schedule B – Appendix 8	Statutory Declaration
Schedule B – Appendix 9	Form 3 <i>Builders Lien Act</i> (Section 7(10)) Certification of Completion
Schedule B – Appendix 10	Form 2 <i>Builders Lien Act</i> (Section 7 (4)) Notice of Certification of Completion
Schedule B – Appendix 11	Post Compliance Form Certification of Completion



SCHEDULE C - QUOTATION

RFQ Title: Minor Drainage Projects

RFQ No: 1220-040-2016 -032

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Email for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the Sample Agreement (Schedule B). If requested by the City, I/we would be prepared to enter into the Sample Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Work**:

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

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

Section

Requested Departure(s) / Alternative(s)

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

Changes and Additions to Specifications and Scope:

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

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

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

Fees and Payments

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

F.O.B. Destination		Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Item #	Item Name		Amount
1	C-1.00 Culvert Install 1 14.0 metre - 900 mm diameter SaniTite® HP Sewer Pipe. Design Typical as per SSD.D11		\$ _____
2	C-2.00 Culvert Install 1 80.0 metre - 900 mm diameter SaniTite® HP Sewer Pipe. Design Typical as per SSD.D11		\$ _____
3	C-3.00 Culvert Install 1 14.0 metre - 900 mm diameter SaniTite® HP Sewer Pipe. Design Typical as per SSD.D11		\$ _____
4	C-4.00 Culvert Install 1 14.0 metre - 900 mm diameter SaniTite® HP Sewer Pipe. Design Typical as per SSD.D11		\$ _____
5	C-5.00 Head Wall Reconstruction 14.0 metre - Design Typical as per SSD.D11		\$ _____
	Note: Overheads, General Conditions and Profit are to be included in the above amounts.		
CURRENCY: Canadian		Subtotal:	\$
		GST (5%):	\$
		TOTAL QUOTATION PRICE:	\$

List of Alternate Prices:

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

Description of Alternate Prices	Addition	Deduction
AP-1.	\$ []	\$ []
AP 2.	\$ []	\$ []

Force Account Labour and Equipment Rates:

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

Table 1 – Hourly Labour Rate Schedule:

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

Table 2 – Hourly Equipment Rate Schedule:

No.	Equipment Description	Hourly Equipment Rate
		\$
		\$

**Metro Vancouver's Non-Road Diesel Engine Emissions Regulation By-law No. 1161, 2012
(the Bylaw)**

12. Contractor should confirm they are in compliance with By-law (if applicable).
☐ Applicable as follows ☐ Not applicable to this project

No.	Equipment Description	Engine Tier Designation	Engine Registration Number as Issued by Metro Vancouver
1		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
2		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
3		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
4		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	
5		<input type="checkbox"/> Tier 0 or <input type="checkbox"/> Tier 1	

Construction Schedule:

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

- (a) Commence the Work on or before: _____; and
(b) Substantial Performance: _____.

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

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

Proposed Disposal Site: _____

Key Personnel & Subcontractors:

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

Key Personnel

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

15. Contractor to provide the following information on the background and experience of all proposed subcontractors and material suppliers for the divisions or sections of the work/or supply listed below: (use the spaces provided and/or attach additional pages, if necessary): [Note: It is not necessary for Contractor to list all subcontractors and material suppliers that the Contractor proposes to use – only those for the divisions or sections of work / supply listed below]

<i>Description Of Work/supply</i>	<i>Subcontractor & Material Supplier Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number and Email</i>

The City reserves the right of approval for each of the subcontractors and material suppliers. The Contractor will be given the opportunity to substitute an acceptable subcontractor and material supplier, if necessary.

Experience and References:

16. Contractor's relevant **experience and qualifications** for the performance of the Work similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

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

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

This Quotation is executed by the Contractor this _____ day of _____, 20__.

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 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET

Project Name: _____

Project Address: _____

Date: _____

End of Project Walk-through: _____

End of Project Walk-through: _____

City Representative: _____

Contractor/Contractor Rep: _____

Department: _____

Company Name: _____

Contact phone number: _____

Contact phone number: _____

Fax number: _____

Fax number: _____

A. BUILDING PERMITS – CLOSED OUT

- ☐ Architectural
- ☐ Electrical
- ☐ Mechanical / Plumbing
- ☐ Structural
- ☐ Other

B. O&M MANUALS RECEIVED

**Shop Drawings to be included in O&M Manuals*

Architectural

- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Electrical

- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Mechanical

- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

Other(s)

- ☐ 1 Electronic (PDF) file
- ☐ 2 Hardcopies

C. PROJECT CLOSE-OUT

- ☐ Project Summary Report
- ☐ Substantial Completions
- ☐ Deficiencies List
- ☐ Transfer of Utilities (Hydro/Teresan)
Notify City of Surrey (604-591-4804)
- ☐ Asset Inventory Forms including HVAC
- ☐ TCA Cost Summary Finance, & Warranty
Information sheets & Project summary
with graphics
- ☐ Final Occupancy Certification
- ☐ All documentation/correspondence
pertaining to the project (File Share Device)

D. FALL PROTECTION / RESTRAINT SYSTEM

- ☐ Complete
- ☐ Wall plaques displayed as required
- ☐ 1 (PDF) containing the Fall Protection Safety

E. AS-BUILT DRAWING SUBMITTALS

Architectural

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Civil

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Electrical

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Fire Protection

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Landscaping

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Mechanical / Plumbing

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Structural

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

Other:

- ☐ 1 Set of AutoCAD As-Built DWG files
- ☐ 1 Set of PDF As-Built drawings
- ☐ 1 Set of paper construction drawings

F. FIRE SAFETY PLAN

- ☐ Complete
- ☐ Wall plaques displayed throughout facility
- ☐ 1 Electronic (PDF) file of the fire safety plan
- ☐ 2 paper copies of the fire safety plan

System _____

Signed: _____

City Representative

Contractor Representative

Internal Representative

Fire Chief/ Representative

ATTACHMENT 2

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

By signing this 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.: 1220-040-2016-032

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 3

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. 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 - Contractor 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: _____