

CITY OF SURREY
Finance Department - Purchasing Section

Tender Documents For:

**Title: Orchard Grove Park Multi-Use
Pathway**

Reference No.: 1220-020-2020-004

April 30, 2020



INVITATION TO TENDERERS

CONTRACT No. 1220-020-2020-004
Orchard Grove Park Multi-Use Pathway

(TITLE OF CONTRACT)

Contract:

The Owner invites tenders for:

Construction of a 130m multi-use asphalt pathway to ultimate condition onsite in Orchard Grove Park in South Surrey for the Parks Department. Works include site grading, drainage, multi-use asphalt pathway and restoration.

Contract Documents are available at:

This tender is being issued electronically through the BC Bid website www.bcbid.gov.bc.ca (the BC Bid Website) and the Owner's website at www.surrey.ca (the "Owner's Website") where any interested party may download the tender documents. No registration tracking or other recording of tender document holders will be performed by the Owner. All addenda, or further information, that will form part of this tender will also be issued electronically. It is the sole responsibility of the Tenderer to check the BC Bid Website and the Owner's Website regularly to check for updates.

Tenders are scheduled to close:

The Contract is based on the MMCD Platinum Edition and the Owner's Supplementary MMCD (updated July 11, 2016)

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

Tender Closing Date: Thursday, May 21 _____, 2020

As the situation around Novel Coronavirus (COVID-19) continues to evolve, the City prefers to receive all submissions by email copy only.

Tenders should be submitted, marked with "Tenders for Contract No. 1220-020-2020-004 Orchard Grove Park Multi-Use Pathway". A Tender should be submitted in the form attached to this ITT as Part C – Form of Tender and should be accompanied by a copy of the original Bid Bond in an amount of ten (10) percent of the Tender Price.

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

PDF emailed Tenders are preferred and the Owner will confirm receipt of emails. Note that the maximum file size the Owner can receive is 10Mb. If sending large email attachments, Tenderers should phone [604-590-7274] to confirm receipt. A Tenderer bears all risk that the Owner's equipment functions properly so that the Tender is submitted on time.

NAME OF OWNER'S REPRESENTATIVE

Aplin & Martin Consultants Ltd.
Ben Carlson, EIT - bcarlson@aplinmartin.com

(NAME and EMAIL)

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SECTION A

Instructions to Tenderers - Part I

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II” CONTAINED IN THE EDITION OF THE PUBLICATION “MASTER MUNICIPAL CONSTRUCTION DOCUMENTS 2009” SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: City of Surrey

Contract: **Orchard Grove Park Multi-Use Pathway**
(TITLE OF CONTRACT)

Reference No. **1220-020-2020-004**
(OWNER'S CONTRACT REFERENCE NO.)

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- Construction of a 130m multi-use asphalt pathway to ultimate condition onsite in Orchard Grove Park in South Surrey for the Parks Department. Works include site grading, drainage, and tie-ins.
- 1.2 Direct all inquiries regarding the *Contract*, to:
- Ben Carlson, EIT
Aplin & Martin Consultants Ltd.
- Business
E-mail: bcarlson@aplinmartin.com
- 2.0 Tender Documents**
- 2.1 The tender documents which a *Tenderer* should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.
- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” and the latest edition (updated **April 2020**) of “City of Surrey Supplementary Master Municipal Construction Documents- Supplementary General Conditions, Supplementary Specifications and Supplementary Standard Drawings. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.”
- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers

INSTRUCTIONS TO TENDERERS PART I

who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders should be submitted via e-mail: purchasing@surrey.ca, marked with the above *Contract* Title and Reference No., and must be received:

on or before

Tender Closing Time: 11:00 a.m. (local time)

Tender Closing Date: Thursday, May 21, 2020

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

3.3 Tenders will not be opened in public.

4.0 Additional Instructions to Tenderers

4.1 In submitting a tender, the tenderer represents and warrants that:

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

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

4.2 Amendment to 5.1 of the Instructions to Tenderers-Part II, by deleting the first sentence and replacing with:

“A tender should be on the Form of Tender as provided and be signed by the authorized signatory(s) as follows:”

4.3 Amendment to 5.3 of the Instructions to Tenderers - Part II , by deleting the first sentence and substituting it with:

“A tender should include the following Appendices:”

INSTRUCTIONS TO TENDERERS PART I

- 4.4 Amendment to 5.3 of the Instructions to Tenderers - Part II, by adding the following:

“5.3.6 Tenderers that do not have an operational base in Lower Mainland, British Columbia, should submit in their tender a memorandum outlining the operational strategy of operating in Lower Mainland.”

- 4.5 Amendment to 15.1 of the Instructions to Tenderers – Part II, by deleting the paragraph after 15.1.3, and replacing with:

“In exercising its absolute discretion the *Owner* will have regard to the information provided by the tenderer, and may also have regard to any information obtained by the *Owner*, as well as from any other person, firm or corporation. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria:

- (a) the proven experience of the tenderer, and any listed *Superintendent* or *Subcontractors* to do the *Work*;
- (b) the tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, and the contract administration costs of the *Owner*;
- (c) the tenderer's ability to manage and do the *Work* effectively using the named superintendent and submitted subcontractors;
- (d) the tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule* including timeliness in completing deficient *Work*;
- (e) maintenance costs, availability of parts and service, warranty and compatibility with existing equipment and/or conditions; and
- (f) the tenderer's ability to work effectively with the *Owner*, its consultants and representatives, and the public.

In no event shall the *Owner* be liable for the tenderer's costs of preparing a tender.

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

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

- 4.6 Amendment to 15.0 of the Instructions to Tenderers - Part II, add the following:

- “15.5 The *Owner* need not necessarily accept the tender with the lowest *Tender Price*, or any tender, and the *Owner* reserves the right to reject any and all Tenders at any time, or cancel the ITT process, without further explanation and to accept any tender the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any tender is contingent on having sufficient funding for the *Work* and a *Contract* with the *tenderer*.
- 15.6 The *Owner* and its representatives, agents, *Contract Administrators* and advisors will not be liable to any *tenderer* for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a tenderer in preparing and submitting a tender, or participating in negotiations for a final *Contract*, or other activity related to or arising out of this ITT, including in the event the *Owner* accepts a non-compliant tender or otherwise breaches the terms of this ITT.”

SECTION B

FORM OF TENDER

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CONTRACT

FORM OF TENDER

FT

FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS
AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

Owner: City of Surrey
(NAME OF OWNER)

Contract: Orchard Grove Park Multi-Use Pathway
(TITLE OF CONTRACT)

Reference No. 1220-020-2020-004
(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE UNDERSIGNED: 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE
HEREBY OFFER**

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve *Substantial Performance of the Work* within 20 Days (WORK DURATION); and

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

WE CONFIRM: 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

WE CONFIRM: 4.1 that the following appendices are attached to and form a part of this tender:

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II;

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II; and

WE AGREE:

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

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

5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:

(a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;

(b) a *Baseline Construction Schedule*, as provided by GC 4.6.1;

(c) a "clearance letter" indicating that the *Tenderer* is in Worksafe BC compliance; and

(d) a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and;

5.1.2 within 5 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the *Contract Documents* as required by GC 2.1.2.

WE AGREE:

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

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

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

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

6.1.3 the face value of the *Bid Security*; and

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

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FORM OF TENDER

FT

OUR ADDRESS IS AS
FOLLOWS:

Business
Phone:

Business
Fax:

Business
E-mail:

Attention:

This Tender is executed this _____ day of _____, 20 _____.

CONTRACTOR:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

All prices and Quotations including the Contract Price shall include all Taxes, except for GST. GST shall be shown separately.

Contract No.: 1220-020-2020-004

Schedule of Quantities and Prices – Summary Sheet

Section	Title	Amount
A	Orchard Grove Park Multi-Use Pathway	
	Tender Price:	\$
	GST :	\$
	Tender Price, including GST:	\$

ORCHARD GROVE PARK MULTI-USE PATHWAY					
SCHEDULE OF QUANTITIES AND PRICES – SECTION A					
A&M Project No.: 19-205					
Payment Item Section	Description	Approx. Quantity	Unit of Measure	Unit Price, excl GST	Extended Amount
DIV 01	GENERAL REQUIREMENTS				
01 57 01	Environmental Protection				Incidental
01 55 00	Traffic Regulation				Incidental
DIV 03	CONCRETE				
03 30 20	Concrete Curbs, Walks and Gutter				
1.4.3	100mm - Concrete Sidewalk including Ramps - c/w 100mm Crushed Granular Base @ 95% M.P.D.	18	sq.m.		
1.4.4	Concrete Barrier Curb (MMCD C4) Re & Re for Wheelchair Letdown - Incl. 100mm Crushed Granular Base @ 95% M.P.D., Removal of Existing Curb, Asphalt saw-cutting and Asphalt slot repair per SSD-G.5 local road standard	10	lin.m.		
DIV 26	ELECTRICAL				
26 56 01	Roadway Lighting				
1.9.1	Street/Pedestrian Lighting for M.U.P.	1	L.S.		
DIV 31	EARTHWORKS				
31 23 01	Excavation, Trenching and Backfilling				
1.10.8	Drainage Swale	130	lin.m.		
31 24 13	Excavation, Embankment and Compaction				
1.8.5	Common Excavation and Disposal Offsite	425	cu.m.		

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APPENDIX 1
SCHEDULE OF QUANTITIES AND PRICES

FT

1.8.5	Imported Embankment Fill - 75mm minus compacted to 95% M.P.D.	1500	T		
DIV 32	ROADS AND SITE IMPROVEMENTS				
32 12 16	Hot-Mix Asphalt Concrete Paving				
1.5.3	Asphalt Multi-Use Pathway 50mm Thick c/w 100mm Granular Base and 200mm Select Granular Subbase per SSD-R21.1	600	sq.m.		
32 91 21	Topsoil and Finish Grading				
1.4.1	Imported Topsoil, 150mm Thick	2150	sq.m.		
32 92 23	Sodding				
1.8.1	Boulevard Sodding	2150	sq.m.		
DIV 33	UTILITIES				
33 11 01S	Waterworks				
1.8.14	Hydrant adjustment	1	each		
33 40 01	Storm Sewers				
1.6.5	150mm dia. PVC DR35 Lawn Basin Lead	14	lin.m.		
33 44 01	Manholes and Catchbasins				
1.5.2	Lawn Basin - MMCD S12	1	each		
1.5.2	Lawn Basin c/w Rock Pit	1	each		
				Subtotal	

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APPENDIX 2
PRELIMINARY CONSTRUCTION SCHEDULE

FT

See paragraph 5.3.2 of the Instructions to Tenderers – Part II

Orchard Grove Park Multi-Use Pathway

(TITLE OF CONTRACT)

Tenderer's 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).

ACTIVITY (Insert the following milestone dates)	Time from <i>Notice to Proceed</i> in Days									
	2	4	6	8	10	12	14	16	18	20
<i>Notice to Proceed</i>										
<i>Substantial Performance</i>										

Proposed Disposal Site: _____

Reference MMCD Instructions to Tenderers – Part II, Item 5.3.3

Orchard Grove Park Multi-Use Pathway

(TITLE OF CONTRACT)

Proposed Project Superintendent Name: _____

List of Project Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

See paragraph 5.3.4 of the Instructions to Tenderers – Part II

PROJECT	OWNER / CONTACT NAME PHONE	WORK DESCRIPTION & YEAR COMPLETED	VALUE (\$)
	Owner / Contract _____ Phone () _____		
	Owner / Contract _____ Phone () _____ () _____		
	Owner / Contract _____ Phone () _____ () _____		
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	Owner / Contract _____ Phone () _____ () _____		

(See paragraph 5.3.5 of the Instructions to Tenderers – Part II)

TENDER DIVISION	TRADE	SUBCONTRACTOR NAME (Full Legal Name of Company)	PHONE NUMBER

SECTION C

FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR

This form of agreement (the "Agreement") is made in duplicate this

_____ day of _____, 20_____.

Contract: **Orchard Grove Park Multi-Use Pathway**
(TITLE OF CONTRACT)

Reference No. **1220-020-2020-004**
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Surrey

(NAME OF OWNER)

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | | |
|------------------|--|-----|--|
| Article 1 | The Work -
Start/Completion
Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u>Contract Documents</u> . |
| | | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u>Notice to Proceed</u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u>Contract Documents</u> and will achieve <u>Substantial Performance</u> of the <i>Work</i> on or before 20 <i>Days</i> from the <u>Notice to Proceed</u> date subject to the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u> . |
| | | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

Article 2	<u>Contract Documents</u>	2.1	The " <u>Contract Documents</u> " consist of the documents listed or referred to in <u>Schedule 1</u> , entitled " <u>Schedule of Contract Documents</u> ", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the <u>Contract Documents</u> . All of the <u>Contract Documents</u> shall constitute the entire <u>Contract</u> between the <u>Owner</u> and the <u>Contractor</u> .
		2.2	The <u>Contract</u> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <u>Contract</u> may be amended only in strict accordance with the provisions of the <u>Contract Documents</u> .
Article 3	<u>Contract Price</u>	3.1	The price for the <u>Work</u> (" <u>Contract Price</u> ") shall be the sum in Canadian dollars of the following
		1.1.1	the product of the actual quantities of the items of <u>Work</u> listed in the <u>Schedule of Quantities and Prices</u> which are incorporated into or made necessary by the <u>Work</u> and the unit prices listed in the <u>Schedule of Quantities and Prices</u> ; plus
		1.1.2	all lump sums, if any, as listed in the <u>Schedule of Quantities and Prices</u> , for items relating to or incorporated into the <u>Work</u> ; plus
		1.1.3	any adjustments, including any payments owing on account of <u>Changes</u> and agreed to <u>Extra Work</u> , approved in accordance with the provisions of the <u>Contract Documents</u> .
		3.2	The <u>Contract Price</u> shall be the entire compensation owing to the <u>Contractor</u> for the <u>Work</u> 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 <u>Work</u> .
Article 4	<u>Payment</u>	4.1	Subject to applicable legislation and the provisions of the <u>Contract Documents</u> , the <u>Owner</u> shall make payments to the <u>Contractor</u> .
		4.2	At the substantial performance, a holdback will be made from the monthly progress payment to the <u>Contractor</u> . The holdback shall be the lesser of \$30,000 or 5% of the total <u>Contract</u> value including any change orders.
			This holdback shall be released upon the submission, by the <u>Contractor</u> , of sufficient field data, to the <u>Contract Administrator</u> , for the creation of as-constructed drawings. The sufficiency of data will solely be determined by the <u>Contract Administrator</u> before instructing the <u>Owner</u> , in writing, for the release of this holdback.
Article 5	<u>Rights and Remedies</u>	5.1	The duties and obligations imposed by the <u>Contract Documents</u> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
		5.2	Except as specifically set out in the <u>Contract Documents</u> , no action or failure to act by the <u>Owner</u> , <u>Contract Administrator</u> or <u>Contractor</u> shall constitute a waiver of any of the parties' rights or duties afforded under the <u>Contract</u> , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <u>Contract</u> .

FORM OF AGREEMENT

Article 6 Notices

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

The *Owner*:

City of Surrey – Parks, Recreation & Culture Department (Parks Division)

2336 -166th Street

Surrey, B.C.

V3Z 0W2

Attention: Tim Neufeld, Manager – Parks Development Services

Business

Fax: 604-591-7836

Business

Email: TNeufeld@surrey.ca

The *Contractor*:

Attention: _____

Business

Fax: _____

Business

Email: _____

The *Contract Administrator*:

Aplin & Martin Consultants Ltd

201 – 12448 82 Avenue, Surrey, BC V3W 3 W9

Attention: Ron Gill, MMCD CA

Business

Fax: 604-597-9061

Business

Email: rgill@aplinmartin.com

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

6.2.1 immediately upon delivery, if delivered by hand;

6.2.2 immediately upon transmission if sent or received by email or fax; or

FORM OF AGREEMENT

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

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

Article 7 General

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

7.2 The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.

7.3 The headings included in the Contract Documents are for convenience only and do not form part of this Contract and will not be used to interpret, define or limit the scope or intent of this Contract or any of the provisions of the Contract Documents.

7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

CONTRACTOR:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

(AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

Owner:

City of Surrey

(AUTHORIZED SIGNATORY) (SIGN, PRINT NAME & POSITION)

(AUTHORIZED SIGNATORY) (SIGN, PRINT NAME & POSITION)

SCHEDULE 1 – SCHEDULE OF CONTRACT DOCUMENTS

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, Platinum edition dated 2009, and the documents noted with “**” are contained in the City of Surrey Supplementary Master Municipal Construction Documents, edition dated January 2016 (Updated April 2020) . All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including Schedules
- 8.2 Addenda, if any;
- 8.3 Supplementary General Conditions, Project;
- 8.4 Supplementary General Conditions**;
- 8.5 General Conditions*;
- 8.6 Supplementary Specifications, Project;
- 8.7 Supplementary Specifications**;
- 8.8 Specifications*;
- 8.9 Supplementary Standard Detail Drawings**;
- 8.10 Standard Detail Drawings*;
- 8.11 Executed Form of Tender, including all Appendices and Form of Agreement;
- 8.12 Schedule 2 to the Agreement – “List of Contract Drawings”;
- 8.13 Instructions To Tenderers - Part I; and
- 8.14 Instructions to Tenderers - Part II*.

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT,
OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Schedule 2: List of Contract Drawings

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
COVER SHEET AND SITE LOCATION	19-205-00	2019.10.28	4	17/04/2020
MULTI-USE PATHWAY DESIGN	19-205-01	2019.10.28	4	17/04/2020
DETAILS & TYPICAL SECTIONS	19-205-02	2019.10.28	4	17/04/2020



APLIN MARTIN

ENGINEERING ARCHITECTURE PLANNING SURVEYING

201 - 12448 82 Avenue, Surrey, B.C. Canada V3W 3E9
Tel: (604) 597-9058, Fax: (604) 597-9061, Email: general@aplinmartin.com

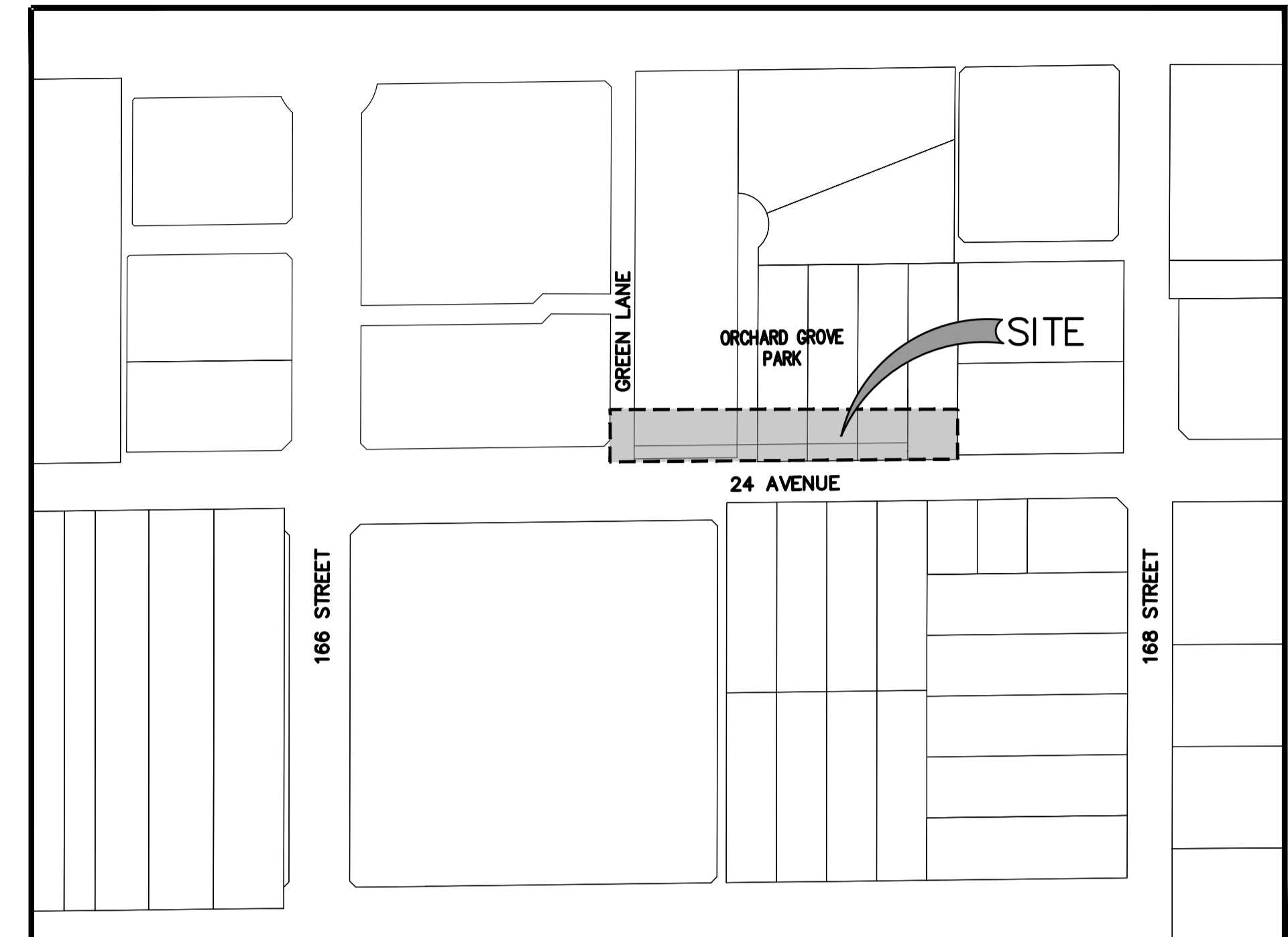


CITY OF
SURREY
the future lives here.

CLIENT:
CITY OF SURREY
13450 104 STREET, SURREY, BC V3T 1V8
PH. 604-591-4011

PROJECT: **ORCHARD GROVE PARK MULTI-USE PATHWAY**
SURREY PROJECT ID 1220-020-2020-004

APLIN & MARTIN PROJECT No. 19-205

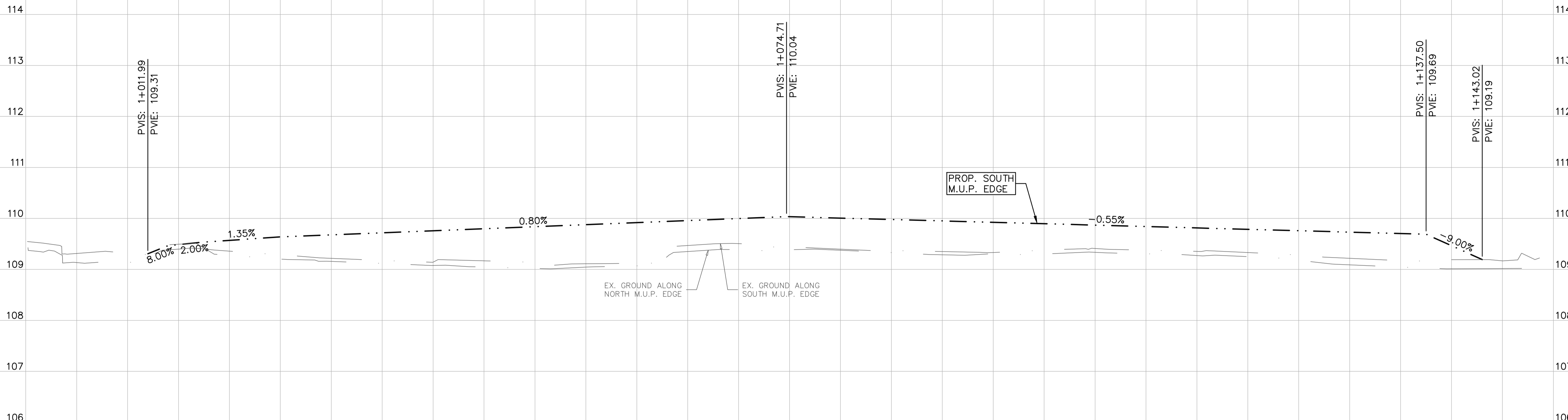


SITE LOCATION
SCALE 1:2500

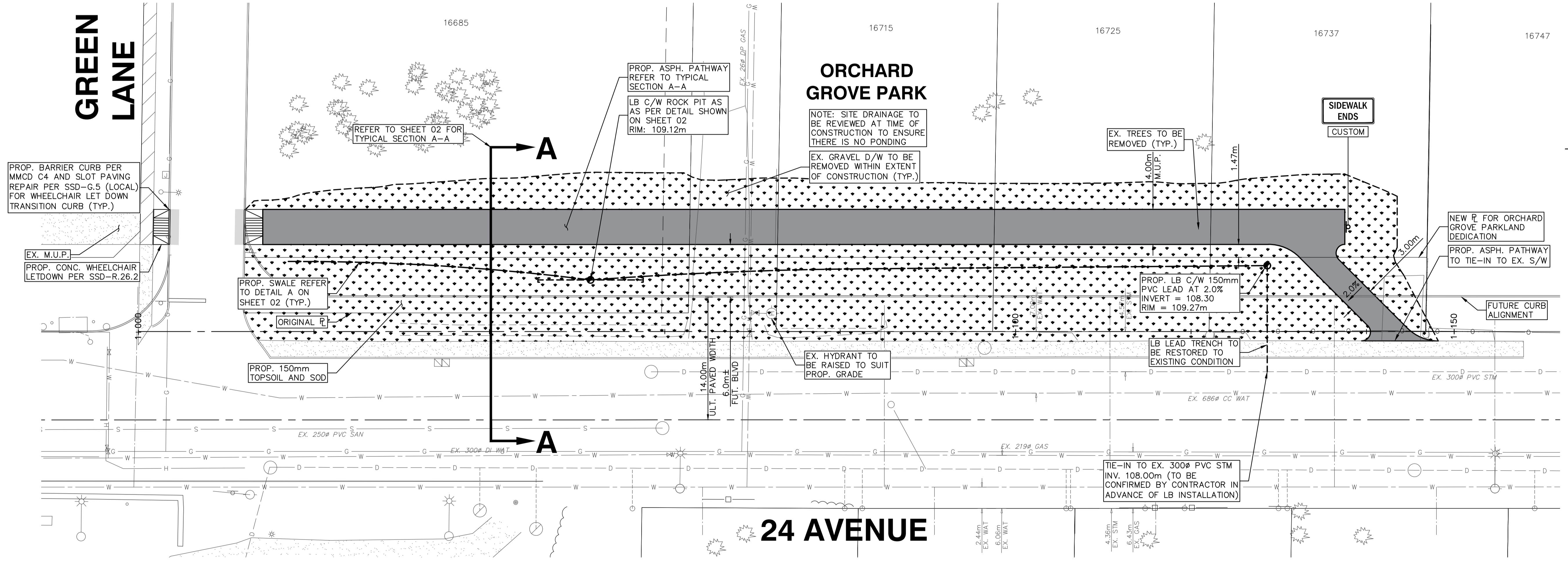
DRAWING INDEX

Sheet Number	Sheet Title
19-205-00	COVER SHEET AND SITE LOCATION
19-205-01	MULTI-USE PATHWAY DESIGN
19-205-02	DETAILS & TYPICAL SECTIONS

ISSUED FOR TENDER



M.U.P. SOUTH EDGE ELEV.	106	109.31	109.32	109.49	109.57	109.64	109.68	109.72	109.76	109.80	109.84	109.88	109.92	109.96	110.00	110.03	110.01	109.98	109.95	109.92	109.90	109.87	109.84	109.81	109.79	109.76	109.73	109.70	109.46	109.17	106
CHAINAGE	1+000	1+005	1+010	1+015	1+020	1+025	1+030	1+035	1+040	1+045	1+050	1+055	1+060	1+065	1+070	1+075	1+080	1+085	1+090	1+095	1+100	1+105	1+110	1+115	1+120	1+125	1+130	1+135	1+140	1+145	1+150



LEGAL DESCRIPTION		SURVEY BENCHMARK MON: 5740		SCALE FACTOR: 1.00040016		ELEV: 109.381	
REV.	DATE	DESCRIPTION	APP				
1	15/11/2019	PRELIMINARY DESIGN SUBMISSION	DEW				
2	12/02/2020	DETAILED DESIGN SUBMISSION	DYC				
3	10/03/2020	REVISED DETAILED DESIGN SUBMISSION	DYC				
4	17/04/2020	ISSUED FOR TENDER	DYC				

Yan-Fai Chan, P.Eng. PROFESSIONAL ENGINEER, IN GOOD STANDING IN AND FOR THE PROVINCE OF BRITISH COLUMBIA, HEREBY CERTIFY THAT THE WORKS AS HEREIN SET OUT ON THE ATTACHED DRAWINGS HAVE BEEN DESIGNED TO GOOD ENGINEERING STANDARDS AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SURREY DESIGN CRITERIA MANUAL, THE MMCD, AND THE CITY OF SURREY STANDARD CONSTRUCTION DOCUMENTS (GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS AND SUPPLEMENTARY STANDARD DRAWINGS), ADOPTED BY THE CITY OF SURREY.

CONSULTANT

APLIN MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING

201 - 12448 82 Avenue, Surrey, B.C. Canada V3W 3E9
Tel: (604) 597-9058, Fax: (604) 597-9061, Email: general@aplinmartin.com

CITY OF SURREY

CLIENT

CITY OF SURREY
13450 - 104 AVE. SURREY, B.C.,
CANADA V3T 1V8

TITLE

**ORCHARD GROVE PARK
MULTI-USE PATHWAY**

SCALE: HOR. 1:250
VERT. 1:50

DATE (YYYY.MM.DD)
2019.10.28

DESIGNED BDC
DRAWN BDC
REVIEWED DEW

CONSULTANT PROJ. NO.
19-205

DWG. NO.
01 OF 02

REV. **4**

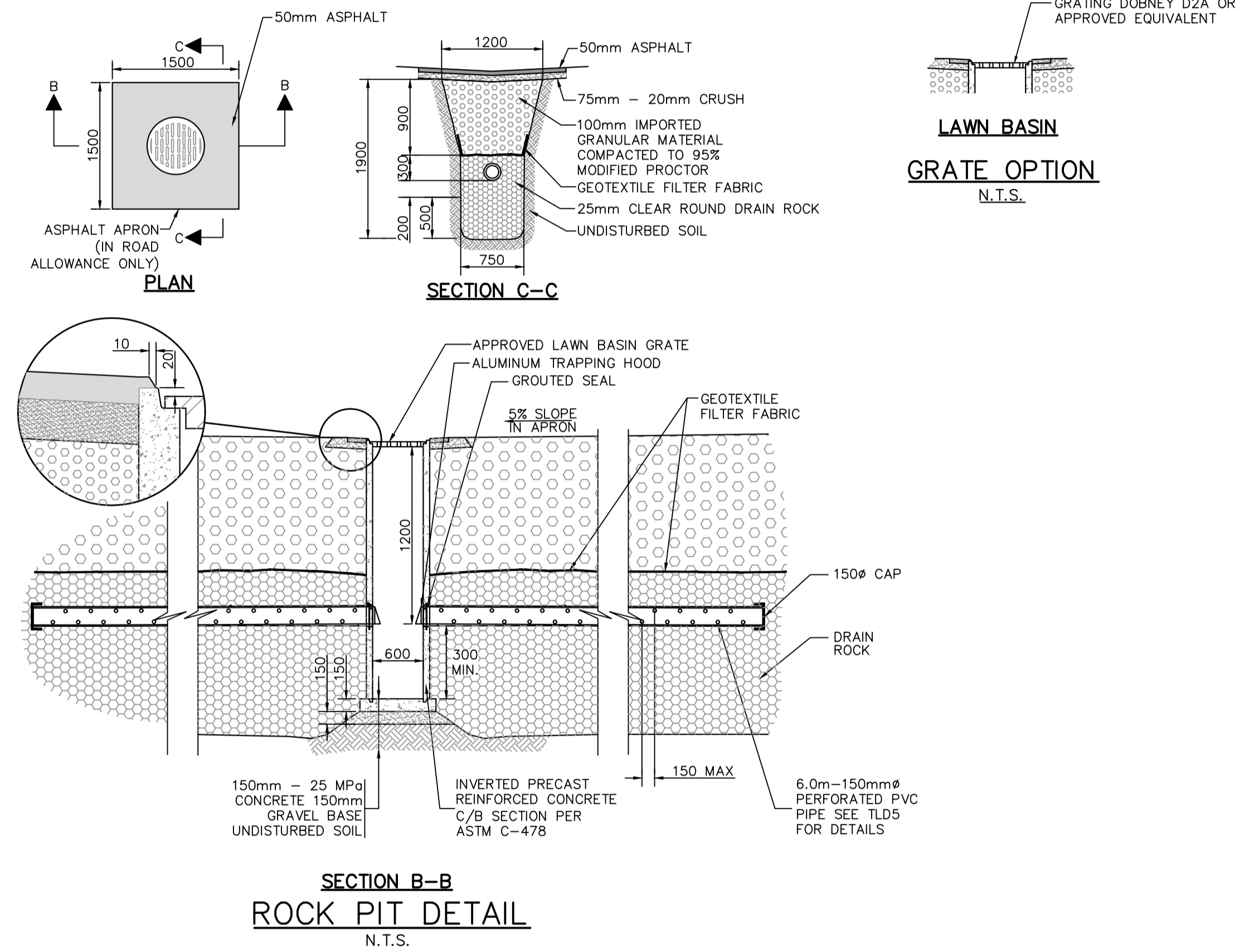
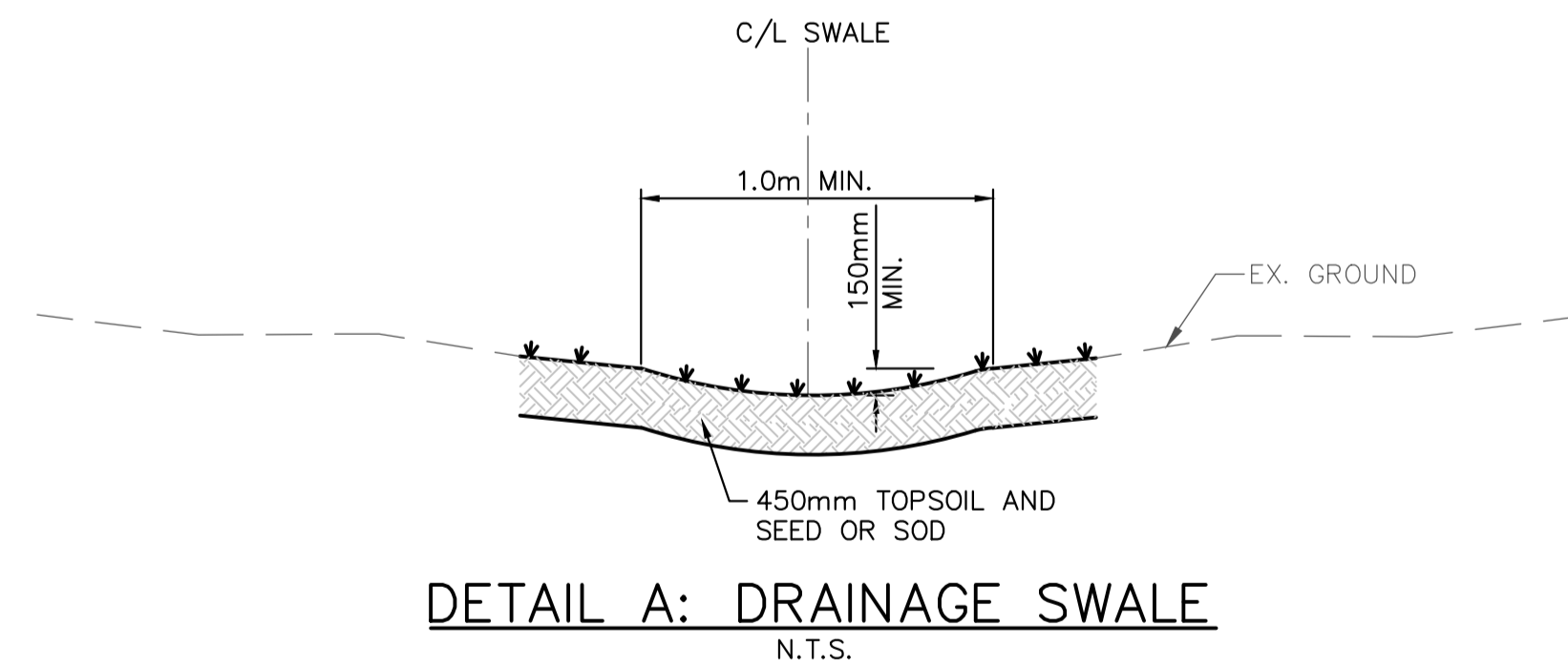
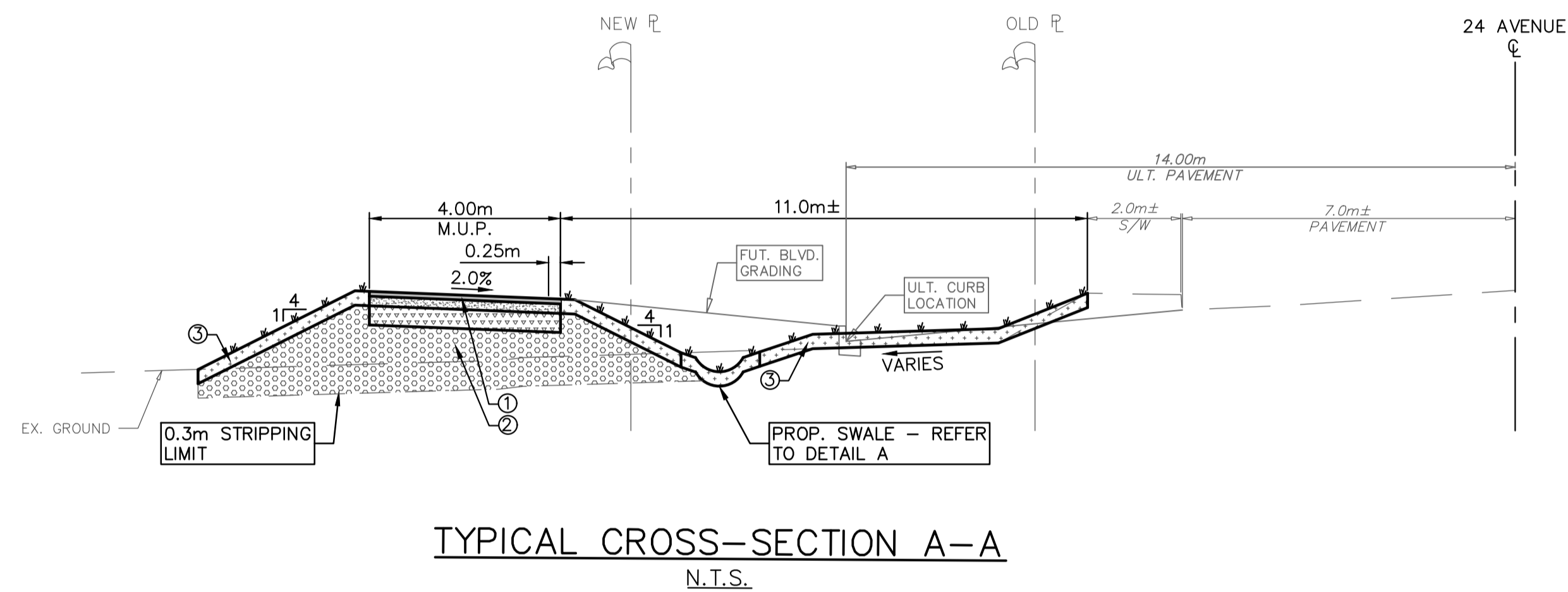
SURREY PROJECT ID
1220-020-2020-004

DRAWING TYPE
**MULTI-USE PATHWAY
DESIGN**

DESTROY ALL PRINTS BEARING PREVIOUS NUMBER

PAVEMENT STRUCTURE:

- ① MULTI-USE ASPHALT PATHWAY:
-50mm THICK ASPHALT UPPER COURSE #2
-100mm GRANULAR BASE
-200mm SELECT GRANULAR SUBBASE
- ② 75mm PIT-RUN GRAVEL COMPACTED TO 95% M.P.D.
- ③ 150mm TOPSOIL AND SOD



REV.	DATE	DESCRIPTION	APP
1	15/11/2019	PRELIMINARY DESIGN SUBMISSION	DEW
2	12/02/2020	DETAILED DESIGN SUBMISSION	DYC
3	10/03/2020	REVISED DETAILED DESIGN SUBMISSION	DYC
4	17/04/2020	ISSUED FOR TENDER	DYC

Yat-Fai Chan, P.Eng., PROFESSIONAL ENGINEER, IN GOOD STANDING IN AND FOR THE PROVINCE OF BRITISH COLUMBIA, HEREBY CERTIFY THAT THE WORKS AS HEREIN SET OUT ON THE ATTACHED DRAWINGS HAVE BEEN DESIGNED TO GOOD ENGINEERING STANDARDS AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SURREY DESIGN CRITERIA MANUAL, THE MMCD, AND THE CITY OF SURREY STANDARD CONSTRUCTION DOCUMENTS (GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS AND SUPPLEMENTARY STANDARD DRAWINGS), ADOPTED BY THE CITY OF SURREY.

CONSULTANT

APLIN MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING

201 - 12448 82 Avenue, Surrey, B.C. Canada V3W 3E9
Tel: (604) 597-9058, Fax: (604) 597-9061, Email: general@aplinmartin.com



CLIENT
CITY OF SURREY
13450 - 104 AVE. SURREY, B.C.,
CANADA V3T 1V8

TITLE
**ORCHARD GROVE PARK
MULTI-USE PATHWAY**

SCALE:	HOR. N/A	VERT. N/A	DATE (YYYY.MM.DD)	SURREY PROJECT ID
DESIGNED	BDC		2019.10.28	1220-020-2020-004
DRAWN	BDC		CONSULTANT PROJ. NO.	19-205
REVIEWED	DEW		DWG. NO.	02 OF 02
			REV.	4

DRAWING TYPE
DETAILS & TYPICAL SECTIONS

SECTION D

**SUPPLEMENTARY GENERAL CONDITIONS
(PROJECT)**

AND

**SUPPLEMENTARY SPECIFICATIONS
(PROJECT)**

The following revisions supersede the information contained in the original Documents. The cost of all Work herein shall be included in the Unit Prices tendered in the Schedule of Quantities and Prices.

1. Insert Supplementary General Conditions as a new paragraph in GC 13.3.1:

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

- (a) notwithstanding the known existence of the Pandemic, GC 13.3.1 will apply to new Pandemic Restrictions, which arise after the date of this Contract, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Work, such that upon giving required notice the Contractor shall be entitled to an extension of the Contract Time, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Contract will remain valid and in force, subject to the terms of the Contract including, without limitation, GC 13.7 (Contractor to Mitigate) and GC 4.2 (Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten Work interruptions the Contractor will, as required by GC 13.6 (Notice of Delay) give the Owner immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the Work interruption, and when Pandemic Restrictions permit, provide the Owner with a written plan for the resumption of the Work.

2. Amend Existing GC 13.4.1 to: If the cost of material, that are internationally supplied, required for the Work increases as a direct results of natural disaster affecting the source of supply of such materials that results in an increase in cost of the performance of the Work of more than 1% of the Contract Price, then the parties will agree to an equitable adjustment to the Contract Prices

**UNIT
PRICE
CONTRACT**

**SUPPLEMENTARY SPECIFICATIONS
(PROJECT)**

SSP

NOT APPLICABLE

SECTION E

SAMPLES OF BOND, AGREEMENT TO BOND AND INSURANCE

- A. Bid Bond
- B. Letter of Credit Format
- C. Agreement to Bond - Performance and Labour and Materials Payment
- D. Performance Bond
- E. Certificate of Insurance
- F. Labour and Material Payment Bond
- G. Notice of Certificate of Completion
- H. Certificate of Completion
- I. Prime Contractor Designation – Letter of Understanding
- J. Contractor Health & Safety Expectations

APPENDIX A

BID BOND

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ as Principal hereinafter called the Principal, and _____
_____ a corporation created and existing under the laws of _____ and
duly authorized to transact the business of Suretyship in _____ as
Surety, hereinafter called the Surety, are held and firmly bound unto _____
_____ as Obligee hereinafter called the Obligee, in the amount of _____
_____ Dollars (\$ _____) lawful money of Canada, for the payment of
which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written tender to the Obligee, dated the _____ day of
_____ 20 ____ for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall
have the tender accepted within sixty (60) days from the closing date of tender, and the said Principal will,
within the time required, enter into a formal contract and give the specified security to secure the performance
of the terms and conditions of Contract, then his obligation shall be null and void; otherwise the Principal and
the Surety will pay unto the Obligee the difference in money between the amount of the bid of the said
Principal and the amount for which the Obligee legally contracts with another party to perform the work if the
latter amount is in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____
day of _____, 20____.

SIGNED AND SEALED (_____ (Seal)
in the presence of (_____
Principal
(_____
(_____ (Seal)
Surety

APPENDIX B

(TO BE ON BANK LETTERHEAD)

_____ day of _____, A.D., 20 _____

The City of Surrey
13450-104 Avenue
Surrey, B.C.
V3T 1V8

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. _____

We hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of \$ _____ available by drafts at sight for 100% of value:

1. Drawings are to be made in writing to (NAME OF BANK)
.....
2. Partial drawings may be made.
3. The Bank will not inquire as to whether or not The City has a right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to the expiry date.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN

_____ day of _____, A.D., 20 _____

The drafts drawn under this Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Vancouver, B.C., Letter of Credit No.

Yours truly,

Manager
On Behalf of
(NAME OF BANK)

APPENDIX C

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

For the CITY OF SURREY

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

in a Performance Bond totaling fifty percent (50%) of the Contract Price, and in a Labour and Materials Payment Bond totaling fifty percent (50%) of the Contract price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for _____

is accepted by the City of Surrey.

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

DATED this _____ day of _____, 20____.

Name of Bonding Company

BY:

Signature of Authorized Person
Signing for Company

(Company Seal)

Position

APPENDIX D

Form of Performance Bond

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT _____
(hereinafter called the "Principal") and
_____ a corporation created and existing
under the laws of _____ and whose principal office for Canada is located in
the _____ (hereinafter called the "Surety") are held and firmly
bound unto the City of Surrey (hereinafter called the "Obligee") in the amount of
\$_____, lawful money of Canada, for the payment of which sum, well and truly to
be made, the Principal and the Surety bind themselves and their respective heirs, legal
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____ day of
_____, 200____, for Contract No. _____ which by reference hereto
is made a part hereof as fully to all intents and purposes as though recited in full herein and
which contract as amended, supplemented, modified or restated from time to time is hereinafter
called the "Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall
well and truly observe and perform all the obligations of the Contract on the part of the Principal
to be observed and performed, then this obligation shall be void but otherwise shall remain in
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever the Principal shall be, and declared by the Obligee to be in default under the
Contract, the Surety shall:

- (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal;
- (b) if the work is taken out of the Principal's hands and the Obligee directs the Surety to
undertake the completion of the work, complete the work in accordance with the Contract
provided that if a contract is entered into for the completion of the work:
 - (i) such contract shall be between the Surety and the completing contractor; and
 - (ii) the selection of the completing contractor shall be subject to the approval of the
Obligee;
- (c) if the work is taken out of the Principal's hands and the Obligee does not direct the Surety
to undertake completion of the work, assume financial responsibility for the costs of
completion and be liable for and pay the costs of completion of the Contract.

No action shall be instituted by the Obligee herein against the Surety pursuant to these presents
after the expiration of three (3) years from the date upon which final payment under the Contract
is made.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall
operate as a discharge or release of the liability of the Surety notwithstanding any law or usage

APPENDIX D

relating to the liability of sureties to the contrary, until all obligations of the Contract have been observed and performed.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 200____.

Name - Surety

c/s

Signature and Signing Authority

Name - Principal

c/s

Signature and Signing Authority

APPENDIX E - CERTIFICATE OF INSURANCE (EXAMPLE)

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

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

Insured:	Name:
	Address:

Broker:	Name:	Broker's Name:
	Address:	Phone:

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

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

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

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

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

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

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

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

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

Authorized to Sign on Behalf of Insured	Date Signed
---	-------------

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

APPENDIX F

Form of Labour and Material Payment Bond

BOND NO. _____

KNOW THEREFORE ALL MEN BY THESE PRESENTS THAT _____
(hereinafter called the "Principal") and _____ a
corporation created and existing under the laws of _____ and whose principal office
for Canada is located in the _____ (hereinafter called the "Surety")
are held and firmly bound unto the City of Surrey (hereinafter called the "Obligee") in the amount of
\$ _____, lawful money of Canada, for the payment of which sum, well and truly to be
made, the Principal and the Surety bind themselves and their respective heirs, legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract with the Obligee dated the _____ day of
_____, 200____, for Contract No. _____ which by reference hereto is
made a part hereof as fully to all intents and purposes as though recited in full herein and which
contract as amended, supplemented, modified or restated from time to time is hereinafter called the
"Contract".

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall make
payment to all Claimants for all labour and material used or reasonably required for use in the
performance of the Contract, then this obligation shall be void but otherwise shall remain in full force
and effect.

A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal
for labour, material, or both, used or reasonably required for use in the performance of the Contract,
labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline,
telephone service or rental equipment directly applicable to the Contract provided that a person, firm
or corporation who rents equipment to the Principal to be used in the performance of the Contract
under a contract which provides that all or any part of the rent is to be applied towards the purchase
price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such
equipment for the period during which the equipment was used in the performance of the Contract.
The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do
so, in accordance with and in the manner provided for in the latest revised edition of the "Equipment
Rental Rate Guide" of the Ministry of Transportation and Highways, B.C., published prior to the period
during which the equipment was used in the performance of the Contract.

The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that
every Claimant who has not been paid as provided for under the terms of its contract with the
Principal, before the expiration of a period of 90 days after the date on which the last of such
Claimant's work or labour was done or performed or materials were furnished by such Claimant, may
as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment
for such sum or sums as may be justly due to such Claimant under the terms of its contract with the
Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act,
action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the
provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or
by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be
taken on the understanding and basis that the Claimants or any of them, who take such act, action or
proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses
or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof.

No suit or action shall be commenced hereunder by any Claimant:

- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given:
 - (i) in respect of any claim for the amount or any portion thereof, required to be held back, from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under construction lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within 120 days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within 120 days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province of British Columbia, or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of construction liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

The Surety shall be liable as principal and nothing of any kind or matter whatsoever shall operate as a discharge or release of the liability of the Surety notwithstanding any law or usage relating to the liability of sureties to the contrary.

In witness whereof, the Principal and Surety have hereunto affixed their corporate seals and caused their presents to be signed by their duly authorized officers.

DATED THIS _____ day of _____, 200____.

Name - Surety

c/s

Signature and Signing Authority

Name - Principal

c/s

Signature and Signing Authority

APPENDIX G
Form 2

Builders Lien Act
(Section 7 (4))

Notice of Certification of Completion

NOTICE: Re Orchard Grove Park Multi-Use Pathway
[Name or popular description of project]

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

and

_____ [contractor or subcontractor]

in connection with an improvement on land described as follows:

for the provision of [brief, general description of work done under contract or subcontract]:

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

**APPENDIX H
Form 3**

**Builders Lien Act
(Section 7 (10))**

Certificate of Completion

I _____ [name of payment certifier], of _____ [address],

British Columbia certify that, for the purposes of the Builders Lien Act, the following contract or subcontract was completed on _____ [month, day, year].

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

Brief description of the improvement: _____

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

Signed: _____ [signature of payment certifier] _____ [month, day, year].

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.: 1220-020-2020-004

Project Title and Site Location: Orchard Grove Park Multi-Use Pathway

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, 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.

APPENDIX J

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.

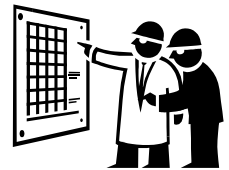
The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

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: _____

SECTION F

REFERENCE DOCUMENTATION (INFORMATION PURPOSE ONLY)

NOT APPLICABLE