



TENDER DOCUMENTS FOR:

Project Description: Three District Energy ETS Installations (2022-2023)

REFERENCE NO.: 1220-020-2022-001

(Construction Services)

Issue Date: March 17, 2022
(As Issued For Tender)



INVITATION TO TENDERERS

Project Description: Three District Energy ETS Installations (2022-2023)

Reference No.: 1220-020-2022-001

The City of Surrey (*the "Owner"*) invites *Tenders* for the construction of three (3) District Energy System Energy Transfer Stations (ETS) and interior piping located at the following buildings:

- BOSA North Tower – 13428 105 Ave, Surrey BC;
- BOSA South Tower – 10448 University Drive, Surrey, BC; and
- Concord Park George – 13768 100 Ave, Surrey BC.

The *Work* includes the provision of all equipment, labour, disposals, materials, and incidentals required to complete all of the *Work* as described herein these tender documents for the supply and installation of three energy transfer stations located within newly constructed development buildings in the City of Surrey.

The *Work* was designed by Kerr Wood Leidal Associates Ltd. and includes two components: Energy Transfer Station and Interior Piping.

The Energy Transfer Station design includes but is not limited to the supply, installation and commissioning of mechanical and electrical equipment and piping for three (3) energy transfer stations located within the mechanical rooms of newly constructed buildings in Surrey City Centre.

The Interior Piping design includes but is not limited to the supply, installation and commissioning of mechanical and electrical equipment and piping for the interior piping between the building penetration and the Energy Transfer Station.

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

Contract Documents are available at:

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

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

Information Meeting:

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

This is to provide an opportunity for Contractors to visually see the space of the District Energy rooms and to discuss site access requirements or any other questions.

At the time of issuance of this *ITT* a meeting has been scheduled as follows:

Date: March 22, 2022

Time and Location:

BOSA North Tower at 9:15 a.m. (local time)

Meet at corner of 104th Avenue and University Drive, Surrey, B.C.

Note: SITE SAFETY PROTOCOLS MUST BE OBEERVED.

Tenderers will be required to complete a short orientation and COVID questionnaires. Masks are mandatory and all Tenderers are required to wear Personal Protective Equipment (PPE) (e.g., steel toed boots, safety vest, and hard hat – items will not be supplied by the *Owner*) in order to enter the construction sites.

Closing Time and Address for Tender Delivery:

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

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

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

on or before the following date and time

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

Tender Closing Date: April 7, 2022

(the "Closing Time").

Note: The maximum file size the *Owner* can receive is 10Mb. If sending large email attachments,

Tenderers should phone [604-590-7274] to confirm receipt.

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

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

Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

Business Email: purchasing@surrey.ca

Reference No.: 1220-020-2022-001

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- END OF SECTION -

PART A

INTRODUCTION

PART A – INTRODUCTION

CITY OF SURREY (the “Owner”)

Contract: Three District Energy ETS Installations (2022-2023)

Reference No.: 1220-020-2022-001

1.0 INTRODUCTION

- .1 *Tenders* for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Surrey (the “Owner”) for construction of three (3) district energy transfer stations and interior piping.

2.0 PROJECT DESCRIPTION

- .1 The *Work* on this *Project* generally includes, but is not limited to, the supply, installation and commissioning of mechanical and electrical equipment for the interior piping and three energy transfer stations located within newly constructed development building in Surrey City Centre, and other related works in accordance with the Drawings and Specifications (Project).

The *Place of the Work* is located at

- BOSA North Tower – 13428 105 Ave, Surrey BC;
- BOSA South Tower – 10448 University Drive, Surrey, BC; and
- Concord Park George – 13768 100 Ave, Surrey BC.

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

- .2 Scheduling

The *Work* on this *Project* is anticipated to commence on April 25, 2022 or earlier, and unless amended at the *Owner’s* sole discretion, the Contractor must complete the *Work* on or before the following milestone dates for each *Place of the Work*:

- BOSA North Tower – October 15, 2022;
- BOSA South Tower – October 15, 2022; and
- Concord Park George – September 15, 2023.

Contractors must coordinate their ETS production and installation activities with developers. Building construction delays may occur and Contractors must plan assembly and installation of the ETS accordingly.

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

PART A – INTRODUCTION

3.0 DEFINITIONS AND INTERPRETATIONS

In this *Tender* the following definitions shall apply:

- (a) “*BC Bid Website*” means www.bcbid.gov.bc.ca;
- (b) “*Closing Time*” has the meaning set out in section 1.1 of Part B – Instructions to Tenderers;
- (c) “*Form of Tender*” means the *Form of Tender* in Part C of the *ITT*;
- (d) “*Information Meeting*” has the meaning set out in Part B section 2.0;
- (e) “*ITT*” means this Invitation to *Tender* #1220-020-2022-001;
- (f) “*Notice of Award*” means a written letter of intent from the *Owner* to a *Tenderer* that the *Owner* accepts the *Tenderer’s Tender*;
- (g) “*Notice to Proceed*” means a written notice from the *Owner* to a *Tenderer* to whom a *Notice of Award* has been delivered, directing the *Tenderer* to proceed with the *Work* in accordance with the *Tender Documents*;
- (h) “*Owner*” means the City of Surrey;
- (i) “*Owner’s Representative*” has the meaning set out in Part B section 4.0 of the *ITT*;
- (j) “*Owner’s Website*” means <http://www.surrey.ca>;
- (k) “*Specifications*” means Part F of the *Tender Documents* consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*;
- (l) “*Tender*” means a tender submitted in response to this *ITT*;
- (m) “*Tender Documents*” means the documents identified as such in Part B section 7.0 of the *ITT*;
- (n) “*Tenderer*” means an entity that submits a *Tender*; and
- (o) “*Tender Price*” means the amount stipulated by the *Tenderer* in the space provided in the *Form of Tender*, including all applicable taxes, which price, for greater certainty, is the *Tenderer’s* proposed *Contract Price*.

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

PART B

INSTRUCTIONS TO TENDERERS

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

CITY OF SURREY (the “Owner”)

Contract: Three District Energy ETS Installations (2022-2023)

Reference No.: 1220-020-2022-001

1.0 Closing Time and Address For Tender Delivery

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

on or before the following date and time

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

Tender Closing Date: April 7, 2022

(the “Closing Time”).

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

2.0 Information Meeting

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

This is to provide an opportunity for Contractors to visually see the space of the District Energy rooms, to discuss site access requirements and present questions.

At the time of issuance of this *ITT* a meeting has been scheduled as follows:

Date: March 22, 2022

Time and Location:

BOSA North Tower at 9:15 a.m. (local time)

Meet at corner of 104th Avenue and University Drive, Surrey, B.C.

Note: SITE SAFETY PROTOCOLS MUST BE OBSERVED.

Tenderers will be required to complete a short orientation and COVID questionnaires. Masks are mandatory and all Tenderers are required to wear Personal Protective Equipment (PPE) (e.g., steel toed boots, safety vest, and hard hat – items will not be supplied by the Owner) to enter the construction sites.

- .2 Completion of a sign-in sheet will be required of all *Tenderers* in attendance at the meeting place start time.
- .3 The site visit will give the opportunity for contractors to view the site, take any measurements, confirm specifications and ask any other questions regarding the *Work*.
- .4 No claims will be allowed for any misunderstanding about the terms and conditions of the *Contract* relating to the site conditions. No adjustment to the schedule or to the *Contract* price will be made for difficulties encountered during the construction due to conditions, features, and peculiarities of the site that were evident at the time of the *Tender Closing Date and Time*.

3.0 Amendments to Tenders

- .1 *Tenders* may be revised by written amendment, delivered to the location set out in Section 1.0, at any time before the *Closing Time* but not after. An amendment should be signed by an authorized signatory of the *Tenderer* in the same manner as provided by Section 8.3. Faxed to 604-599-0956 or emailed purchasing@surrey.ca pdf amendments are permitted, but such faxed or emailed amendment should show only the change to the *Tender Price(s)* and in no event disclose the actual *Tender*

Price(s). A *Tenderer* bears all risk that the *Owner's* computer equipment functions properly so as to facilitate timely delivery of any amendment.

4.0 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

Business Email: purchasing@surrey.ca

Reference No.: 1220-020-2022-001

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

5.0 Addenda

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

6.0 Examination of the Contract Documents and Place of the Work

- .1 By submitting a *Tender*, *Tenderers* shall be deemed to have inspected and examined the *Place of the Work* and surroundings and to have reviewed all applicable *Contract Documents* in order to obtain a satisfactory comprehension of the *Work* required and shall satisfy themselves and make all investigations necessary as to the quantities, *Place of the Work* and nature of the *Work*, the means of access to the *Place of the Work*, the accommodation and facilities they may require, and the conditions under which the labour force will be employed, and in general have themselves obtained all necessary information, local or otherwise, as to risks, contingencies, and other circumstances which may

influence or affect their *Tender*. Additional payment will not be allowed for any such site conditions which a *Tenderer*, experienced in work similar to the *Work*, would have observed by these inspections.

- .2 The *Owner* gives no guarantee of any kind in relation to any *Work* site or geotechnical information (if any) provided in or with the *Tender Documents*. *Tenderers* must evaluate such information themselves relative to actual conditions.

7.0 Tender Documents

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

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

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

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2022-001

- .2 The following is the list or description of the *Tender Documents* referred to in the *Tender* for the above-named project:
 - (a) Cover Page and Table of Contents to the *ITT*;
 - (b) Part A – Introduction;
 - (c) Part B – Instructions To *Tenderers*;
 - (d) Part C – Form of *Tender*, including Appendices;
 - (e) Part D – Form of Agreement, Standard Construction Document CCDC 2, 2008, Agreement, Definitions, the General Conditions of the Stipulated Price Contract;
 - (f) Part E – City of Surrey, Supplementary General Conditions, Stipulated Price Contract CCDC 2 – 2008;
 - (g) Part F – *Specifications* (Project);
 - (h) Part G – *Drawings*, as listed in the *Drawing Index*;
 - (i) Part H – Samples of Forms;
 - (j) Any and all amendments, addenda, and questions and answers issued by the *Owner* prior to the *Closing Time*; and
 - (k) All other specifications and drawings for the *Work* referred to in any of the above listed documents.
- .3 Any additional information made available to *Tenderers* prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in this *Tender Document* is not included in the *Contract Documents*. Such additional information is made available only for the assistance of *Tenderers* who must make their own

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

8.0 Tender Submission Form and Contents

- .1 **Submission** – *Tenders* should reference the *Tenderer's* name, title of project and *Tender* reference number.
- .2 **Form of Tender** - *Tenderers* should complete the **Form of Tender attached as Part C – Form of Tender, including Appendices 1 through 7**. *Tenderers* are encouraged to respond to the items listed in Appendices 1 through 7 in the order listed. *Tenderers* are encouraged to use the forms provided and attach additional pages as necessary.
- .3 **Signature** - The legal name of the person or firm submitting the *Tender* should be inserted in Part C – Form of Tender. The *Tender* should be signed by a person authorized to sign on behalf of the *Tenderer* and include the following:
 - (a) If the *Tenderer* is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The *Tender* should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the *Tender* on behalf of the corporation is submitted;
 - (b) If the *Tenderer* is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the *Owner* that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
 - (c) If the *Tenderer* is an individual, including a sole proprietorship, the name of the individual should be included.

9.0 Tender Price

- .1 The *Tender Price* is to be entirely in Canadian currency and will consist of:
 - (a) the total of all prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding GST
- .2 The *Tender Price* will include any and all amounts the *Tenderer* will accept for performing the *Work* and any and all costs of any kind that the *Tenderer* might incur in connection with the *Work*, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, provisions required to ensure maintaining the site operational throughout the term of the *Project*, financing,

posting bonds, completion of substantial completion documentation, carrying insurance and overhead and any and all profits.

- .3 The *Owner*, in respect of any *Tender*, in order to meet budget limitations, or for any reason, may choose to proceed with only some, but not all of the *Work*, as originally described in the *Tender* documents, and as bid on in any *Tender*, and accept a *Tender* on that basis, in which case the scope of the *Work* will be reduced to those items identified in a letter of intent as being the *Work* with which the *Owner* wishes to proceed and the total *Tender Price* will be adjusted accordingly.

10.0 Bonding

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

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

11.0 Acceptance of Tenders

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

- .1 The *Owner* need not necessarily accept the *Tender* with the lowest *Tender Price*, or any *Tender*, and the *Owner* reserves the right to reject any and all *Tenders* at any time, or cancel the *ITT* process, without further explanation and to accept any *Tender* the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any *Tender* is contingent on having sufficient funding for the *Work* and a *Contract* with a *Tenderer*. *Tenders* containing qualifications will be considered to be non-conforming *Tenders* in that they will fail to conform to the requirements of the *Tender Documents* and on that basis they may be disqualified or rejected. Nevertheless, the *Owner* may waive any non-compliance with the requirements of the *Tender Documents*, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these *Tender Documents*, and the *Owner*, at its discretion, may consider non-conforming *Tenders* and accept a non-conforming *Tender*.

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

12.0 Conflict of Interest

- .1 *Tenderers* should disclose any potential conflicts of interest and existing business relationships they may have with the *Owner*, its elected or appointed officials or employees. The *Owner* may reject a *Tender* from any *Tenderer* that the *Owner*

judges would be in a conflict of interest if the *Tenderer* is awarded a final contract. The *Owner* may rely on such disclosure.

13.0 Discrepancies In Tender Submission

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

14.0 Confidentiality

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

15.0 Evaluation

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

- .2 The *Owner* may, in its absolute discretion, not award to a *Tenderer* if the *Tenderer*, or any officer or director of a corporate *Tenderer*, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the *Owner* and its elected and appointed officers and employees or any of them, or if the *Owner* has initiated legal action against any officers or directors of the *Tenderer* in relation to any other contract services or matter. In no event shall the *Owner* be liable for the *Tenderer's* cost of preparing a *Tender*.
- .3 For purposes of this section, the words "legal action" includes, without limitation, mediation, arbitration, hearing before an administrative tribunal or lawsuit filed in any court.

16.0 Status Inquiries

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

17.0 Non-Residents

- .1 If the *Contractor* is a non-resident of Canada and does not provide to the *Owner* a waiver of regulation letter, the *Owner* will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the *Contractor*; or
 - (b) the amount required under applicable tax legislation.

18.0 Construction Impact of Covid-19

- .1 *Tenderers* are advised that the *Owner* acknowledges both the challenges and uncertainty in managing the Coronavirus (COVID-19) in BC's construction industry going forward. Portions of this *Tender* contains specific starting and completion dates that may or may not be achievable, depending on future restrictions and the duration of these restrictions. Additional risk may be realized from supply chain issues and potential construction site slowdowns, resulting in a delay in delivery of the *Project*. Existing restrictions imposed by authorities that are known at the time of *Tender Closing Time* are to be taken into account in the *Tender Price*. The *Owner* will work with the successful *Contractor* to the extent possible through the *Contract* to address changes that develop from new legislative, regulatory, and other restrictions imposed by authorities, not known at the time of *Tender*. As a result of the above, the *Owner* reserves the right to not proceed with the *Project*, or award only a portion of the *Tender* based on an evaluation of all relevant risk following the *Tender Closing Time*.

Refer to Part H – Appendix M – City of Surrey, COVID-19 Contractor Screening Guidelines for additional information.

19.0 Additional Instructions To Tenderers

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

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

- END OF SECTION -

PART C

FORM OF TENDER

FORM OF TENDER

City of Surrey (the "Owner")

Contract Name: Three District Energy ETS Installations (2022-2023)

Reference No.: 1220-020-2022-001

TO OWNER:

1. WE, THE UNDERSIGNED:

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

Addendum No.	Date Issued

1.2 shall fully disclose any actual or potential conflicts of interest and existing business relationships we may have with the City, their elected or appointed officials or employees:

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

1.4 have complied with the Instructions to Tenderers; and

2. ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all the *Work* and to provide all the labour, *Construction Equipment* and material all as set out in the *Tender Documents*, in strict compliance with the *Tender Documents*; and

2.2 to achieve *Substantial Performance* of the *Work* on or before the following milestone dates for each *Place of the Work*:

Place of the Work	Substantial Performance Date
BOSA North Tower	October 15, 2022
BOSA South Tower	October 15, 2022
Concord Park George	September 15, 2023

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices listed in Appendix 1, Schedule of Quantities and Prices, plus any lump sums or specific prices and

FORM OF TENDER

adjustment amounts as provided by the *Contract Documents*. For the purposes of *Tender* comparison, our *Tender* is to perform and complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this *Form of Tender*. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and includes GST.

3. WE CONFIRM:

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

4. WE CONFIRM:

4.1 that we understand and agree that the *Owner* is in no way obliged to accept this *Tender*.

5. WE CONFIRM:

5.1 that the following Appendices are attached to and form a part of this *Tender*:

- 5.1.1 Appendix 1 – Schedule of Quantities and Prices
- Appendix 2 – Optional Prices
- Appendix 3 – Force Account Labour and Equipment Rates
- Appendix 4 – Preliminary Construction Schedule
- Appendix 5 – Tenderer's Experience in Similar Work
- Appendix 6 – Tenderer's Senior Supervisory Staff
- Appendix 7 – Subcontractors and Suppliers

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

5.1.3 the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed. (Refer to Part H – Appendix C)

6. WE AGREE:

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

6.1.1 within ten (10) *Working Days* of receipt of the written *Letter of Intent* deliver to the *Owner*:

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

FORM OF TENDER

- (b) agreed upon Schedule of Values;
- (c) a Baseline *Construction Schedule*;
- (d) a “clearance letter” indicating that the *Tenderer* is in WorkSafeBC compliance;
- (e) a completed Prime Contractor Designation Letter, attached as Part H – Appendix G to this ITT, including the name and contact information of your qualified coordinator for health & safety activities;
- (f) a completed Contractor Health & Safety Expectations Letter, attached as Part H – Appendix H to this ITT;
- (g) an Enhanced Screening for Contractors Checklist, attached as Part H – Appendix M to this ITT, City of Surrey COVID-19 Contractor Screening Guidelines to this letter of intent, to be submitted prior to commencing services at the City of Surrey facilities;
- (h) a copy of your health & safety program including Covid-19 health & safety protocols;
- (i) a copy of a valid City of Surrey or Intermunicipal Business License; and
- (j) a completed and signed Certificate of Insurance for the amounts required in the proposed *Contract Documents* as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner’s* sample insurance certificate form available on the *Owner’s* website; and
http://www.surrey.ca/files/DCT_Standard_Certificate_of_Insurance_2014.docx#sthash.2d0R1V6z.dpuf

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

6.1.3 sign the *Contract Documents*.

7. WE AGREE:

7.1 that, if we receive written Letter of Intent of this *Contract* and, contrary to paragraph 6 of this *Form of Tender*, we:

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

FORM OF TENDER

7.1.2 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:

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

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

8. Our Business Address is as follows:

Business Phone: ____ - ____ - ____

Business Fax: ____ - ____ - ____

Business E-mail: _____

Attention: _____

GST Registration No.: _____

This *Tender* is executed this _____ day of _____, 2022.

Contractor:

(Full Legal Name of Corporation, Partnership or Individual)

(Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

(Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

FORM OF TENDER

All prices and Quotations including the Contract Price shall include all Taxes but shall not include GST. GST shall be shown separately.

Contract Number: 1220-020-2022-001

Summary of Total Prices – Summary Sheet

Item	Description	Amount
A	General (Items 1.1 to 1.3 inclusive)	\$
B	BOSA North Tower (Items 2.1 to 2.8 inclusive)	\$
C	BOSA South Tower (Items 3.1 to 3.8 inclusive)	\$
D	Concord Park George (Items 4.1 to 4.8 inclusive)	\$
E	Subtotal (A+B+C+D):	\$
F	Goods and Services Tax (5%):	\$
G	TENDER PRICE, including GST:	\$

**APPENDIX 1
SCHEDULE OF QUANTITIES AND PRICES**

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

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

Reference No.: 1220-020-2022-001

Item No.	Description	Unit	Est. Qty.	Unit Price	AMOUNT
1.	GENERAL				
1.1	Bonding and Insurance	L.S.	-		
1.2	Mobilization/Demobilization	L.S.	-		
1.3	Shop Drawings	L.S.	-		
Subtotal Items 1.1 to 1.3					
(Carry this forward to Price Summary Sheet)					

2.	BOSA North Tower				
2.1	BIM	L.S.	-		
2.2	Heat Exchangers	L.S.	-		
2.3	Piping & Supports	L.S.	-		
2.4	Insulation	L.S.	-		
2.5	Electrical & Controls	L.S.	-		
2.6	Installation and Commissioning	L.S.	-		
2.7	O&M Manual and As-Builts	L.S.	-		
Subtotal Items 2.1 to 2.8					
(Carry this forward to Price Summary Sheet)					

3.	BOSA South Tower				
3.1	BIM	L.S.	-		
3.2	Heat Exchangers	L.S.	-		

**APPENDIX 1
SCHEDULE OF QUANTITIES AND PRICES**

3.3	Piping & Supports	L.S.	-		
3.4	Insulation	L.S.	-		
3.5	Electrical & Controls	L.S.	-		
3.6	Installation and Commissioning	L.S.	-		
3.7	O&M Manual and As-Builts	L.S.	-		
					Subtotal Items 3.1 to 3.8

(Carry this forward to Price Summary Sheet)

4.	Concord Park George				
4.1	BIM	L.S.	-		
4.2	Heat Exchangers	L.S.	-		
4.3	Piping & Supports	L.S.	-		
4.4	Insulation	L.S.	-		
4.5	Electrical & Controls	L.S.	-		
4.6	Installation and Commissioning	L.S.	-		
4.7	O&M Manual and As-Builts	L.S.	-		
					Subtotal Items 4.1 to 4.8

(Carry this forward to Price Summary Sheet)

OTHERS NOT LISTED ABOVE (SPECIFY):

**APPENDIX 2
OPTIONAL PRICES**

The following is a list of optional prices and forms a part of this Contract, upon acceptance of any or all of the optional prices. The optional prices are a deduction from or an addition to the total Tender Price and do not include GST. DO NOT state a revised total Tender Price.

LINE ITEM	DESCRIPTION OF <u>OPTIONAL</u> PRICE ITEMS	ADDITION \$ (exclude GST)	DEDUCTION \$ (exclude GST)
1.	Nitrogen Blanket Installation (interior piping and ETS) – BOSA North Tower	\$	\$
2.	Nitrogen Blanket Installation (interior piping and ETS) – BOSA South Tower	\$	\$
3.	Nitrogen Blanket Installation (interior piping and ETS) – Concord Park George	\$	\$
4.		\$	\$
5.		\$	\$

**APPENDIX 3
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

1. Contractor Labour Rates

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

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

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

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

LABOUR CATEGORY	STRAIGHT TIME/HR (excluded GST)	OVERTIME RATE/HR (excluded GST)
1. Project Manager	\$	\$
2. Site Superintendent	\$	\$
3. Foreman	\$	\$
4. Plumber (BCTQ)	\$	\$
5. Electrician (BCTQ)	\$	\$
6. Welder	\$	\$
7. Apprentice (or experienced)	\$	\$
8. Labourer / Helper	\$	\$
9. Insulator	\$	\$
Others Not Listed Above (Specify):		
X.		

**APPENDIX 3
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

2. Equipment Rates

Tenderers should provide equipment rates for all equipment that will be involved in the *Work*. The equipment rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, operator, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

It is acknowledged by the *Contractor* that if any portion of an hour is spent in performing the *Work* on a force account basis, a pro-rated portion of the force account rate shall only be charged.

CONSTRUCTION EQUIPMENT CLASSIFICATION	HOURLY RATE (exclude GST)	SPECIFY MAKE & MODEL
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

We confirm that the rates quoted above will remain in force until _____, 2022.

(Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT (state tender name and tender number), FORM OF TENDER – PART B.)

**APPENDIX 4
PRELIMINARY CONSTRUCTION SCHEDULE**

Tenderers 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	Time from Notice to Proceed In Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Shop Drawings Submittal and Approval												
Mobilization												
<u>BOSA North Tower</u>												
Consultant/Contractor IFC Coordination												
BIM Modelling Complete and Approved												
Fabrication and Installation (on site / off-site)												
Interior Piping												
Flushing / Pressure Testing												
Ship to Site (only if fabricated off-site)												
Tie-ins, Commissioning and Energizing												
Final Clean-up												
<i>Substantial Performance – October 15, 2022</i>												
<i>Project Close-out and submission of final project documents.</i>												

<u>BOSA South Tower</u>												
Consultant/Contractor IFC Coordination												
BIM Modelling Complete and Approved												
Fabrication and Installation (on site / off-site)												
Interior Piping												
Flushing / Pressure Testing												
Ship to Site (only if fabricated off-site)												
Tie-ins, Commissioning and Energizing												
Final Clean-up												
<i>Substantial Performance – October 15, 2022</i>												
<i>Project Close-out and submission of final project documents.</i>												

**APPENDIX 4
PRELIMINARY CONSTRUCTION SCHEDULE**

ACTIVITY	Time from Notice to Proceed In Months												
	1	2	3	4	5	6	7	8	9	10	11	12	
<u>Concord Park George</u>													
Consultant/Contractor IFC Coordination													
BIM Modelling Complete and Approved													
Fabrication and Installation (on site / off-site)													
Interior Piping													
Flushing / Pressure Testing													
Ship to Site (only if fabricated off-site)													
Tie-ins, Commissioning and Energizing													
Final Clean-up													
<i>Substantial Performance – September 15, 2023</i>													
<i>Project Close-out and submission of final project documents.</i>													

**APPENDIX 5
TENDERER'S EXPERIENCE IN SIMILAR WORK**

1. TENDERER'S EXPERIENCE

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

Tenderer's should have a minimum of three (3) years experience on projects of similar in nature to this *Project*.

Experience	Yes/No
Installation of Welded Steel Pipe	
Registration with TSBC	
3-D Modelling (BIM)	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Business Telephone and Business E-mail	
Contract Value (\$ Canadian)	\$

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Business Telephone and Business E-mail	
Contract Value (\$ Canadian)	\$

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Business Telephone and Business E-mail	
Contract Value (\$ Canadian)	\$

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

**APPENDIX 5
TENDERER'S EXPERIENCE IN SIMILAR WORK**

2. SUBCONTRACTOR'S EXPERIENCE

Name of Subcontractor: _____

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

Name of Subcontractor: _____

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

Name of Subcontractor: _____

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

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

**APPENDIX 6
TENDERERS SENIOR SUPERVISORY STAFF**

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

1. TENDERER'S SENIOR SUPERVISORY STAFF EXPERIENCE

Name: _____ Appointment: Project Manager

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Safety Supervisor

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

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

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

**APPENDIX 6
TENDERERS SENIOR SUPERVISORY STAFF**

2. SUBCONTRACTOR'S SENIOR SUPERVISORY STAFF EXPERIENCE

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

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

APPENDIX 7 – SUBCONTRACTORS AND SUPPLIERS

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

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

1. Sub-Trade Section

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

2. Equipment Section

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

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

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

PART D

DRAFT FORM OF AGREEMENT

(Construction Document CCDC-2-2008)

(INCLUDED HERE BY REFERENCE ONLY)

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

- END OF SECTION -

SCHEDULE 1 SCHEDULE OF CONTRACT DOCUMENTS

The following is a list of the Contract Documents, as referred to in Article A-1 of the Agreement

– THE WORK

- Agreement, including all Schedules and Appendices;
- Addenda, if any;
- Definitions in this *Contract*;
- Supplementary General Conditions;
- General Conditions;
- *Specifications, Drawings* and Reports;
- Components of the *Contract Price*;
- *Construction Schedule*;
- Schedule of Force Account, Equipment Charge Out Rates, Subcontractors and Product Suppliers;
- Prime Contractor Designation – Letter of Understanding;
- Risk, Health & Safety (Responsibility of Contractor(s)) Contractor Health & Safety Expectations;
- Site Safety Plan & Emergency Response Information;
- City of Surrey, Certificate of Insurance;
- Performance Bond;
- Labour & Material Payment Bond;
- Workers' Compensation Board Clearance Letter;
- Statutory Declaration;
- Certificate of Substantial Performance;
- Notice of Certification of Substantial Performance;
- Post Compliance Form - Certificate of Substantial Performance; and
- Warranty Information (Including Extended Warranties)

SCHEDULE 2 LIST OF DRAWINGS

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES THAT ARE TO FORM A PART OF THE CONTRACT DOCUMENTS)

The following is an exact and complete list of *Drawings*.

Kerr Wood Leidal Associates Ltd.

D-001 City of Surrey Package 5 – Instrumentation Symbols

D-002 City of Surrey Package 5 – Piping Symbols

D-117 E-17577 Bosa Univ. District Tower 2 North – Piping and Instrumentation Diagram

D-118 E-17577 Bosa Univ. District Tower 2 North – Piping and Instrumentation Diagram

D-119 E-17577 Bosa Univ. District Tower 2 South - Piping and Instrumentation Diagram

M-115 E-17577 Bosa Univ. District Tower 2 – Interior DPS Route

M-216 E-17577 Bosa Univ. District Tower 2 North – Energy Transfer Station – Plans and Sections

M-217 E-17577 Bosa Univ. District Tower 2 South – Energy Transfer Station – Plans and Sections

D-120 E-18155 Concord Park George – Piping and Instrumentation Diagram

M-116 Concord Park George – Interior DPS Route

M-218 Concord Park George – Energy Transfer Station – Plans and Sections

M-501 City of Surrey Package 5 – Standard Details

These may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Tenderer

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

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

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2022-001

PART E

SUPPLEMENTARY GENERAL CONDITIONS

(Construction Document CCDC-2-2008)

PART E

CITY OF SURREY

CCDC 2 – 2008 SUPPLEMENTARY GENERAL CONDITIONS

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

ARTICLE A-4 - CONTRACT PRICE

1. Refer to Article A-4:

Add the following:

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

ARTICLE A-5 - PAYMENT

2. Refer to Article A-5.3:

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

DEFINITIONS

5. Refer to Paragraph 6:

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

6. Refer to Paragraph 19:

Add at the end of this definition:

“which has been approved by *Owner*.”

7. New Paragraph 28:

Add the following:

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

8. New Paragraph 29:

Add the following:

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

9. New Paragraph 30:

Add the following:

“30. Overhead
Overhead means all costs associated with management, supervision, insurance, bonding, as-built preparation and warranty, administration and supervision at the *Place of the Work* (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long-distance charges) courier, permits, insurance and bonding costs (including premium increases), small tools and general office supplies as required for the performance of the *Work*.”

10. New Paragraph 31:

Add the following:

“31. Superintendent

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

11. Refer to GC 1.1.7.1:

Delete entirely and substitute the following:

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

.1 the order of priority of documents, from highest to lowest, shall be:

- Agreement, including all Schedules and Appendices;
- Addenda, if any;
- Definitions in this *Contract*;
- Supplementary General Conditions;
- General Conditions;
- *Specifications, Drawings* and Reports;
- Components of the *Contract Price*;
- *Construction Schedule*;
- Schedule of Force Account, Equipment Charge Out Rates, Subcontractors and Product Suppliers;
- Prime Contractor Designation – Letter of Understanding;
- Risk, Health & Safety (Responsibility of Contractor(s)) Contractor Health & Safety Expectations;
- Site Safety Plan & Emergency Response Information;
- City of Surrey, Certificate of Insurance;
- Performance Bond;
- Labour & Material Payment Bond;
- Workers' Compensation Board Clearance Letter;
- Statutory Declaration;
- Certificate of Substantial Performance;
- Notice of Certification of Substantial Performance;
- Post Compliance Form - Certificate of Substantial Performance;
- Warranty Information (Including Extended Warranties), and

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

GC 1.3 RIGHTS AND REMEDIES

12. New GC 1.3.3:

Add the following:

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

GC 1.4 ASSIGNMENT

13. Refer to GC 1.4.1:

Delete entirely and substitute the following:

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

14. New GC 1.5:

“GC 1.5 CONFIDENTIALITY

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

15. New GC 2.3.8:

Add the following:

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

GC 2.4 DEFECTIVE WORK

16. Refer to GC 2.4.1:

Delete entirely and substitute the following:

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

17. Refer to GC 2.4.3:

Delete entirely and substitute the following:

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

18. New GC 2.4.4:

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

19. New GC 3.1.3:

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

GC 3.5 CONSTRUCTION SCHEDULE

20. Refer to GC 3.5:

Delete entirely and substitute the following:

- “3.5.1 The *Contractor* shall within fifteen (15) *Working Days* following the award of the *Contract* prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a *Construction Schedule* indicating the planned start and completion dates of the major activities of the *Work*. The *Construction Schedule* shall be in more detail than the preliminary construction schedule and shall indicate completion of the *Work* in compliance with any specified milestone dates, and in conformity with the *Contract Time* and in accordance with the *Contract Documents*. The *Contractor* shall provide the *Construction Schedule* or revised schedules to the *Owner and Consultant* in electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the *Construction Schedule* submitted by the *Contractor* shall become the baseline construction schedule.”
- 3.5.2 The *Contractor* shall:
- .1 commence the *Work* promptly following the date of execution of this *Contract*; and
 - .2 pursue the *Work* diligently to ensure that each of the milestone events for the completion of each component of the *Work* as identified in the *Construction Schedule*, as amended from time to time in accordance with paragraph 3.5.3 is achieved at or before the time specified therefore in the *Construction Schedule*.
- 3.5.3 The *Contractor* shall prepare and submit to the *Owner* and *Consultant* from time to time as required an update of the *Construction Schedule* to amend the milestone events for the completion of the relevant *Work* provided that no such amendment of the *Construction Schedule* shall amend the *Contract Time* (except to reflect any extension of the *Contract Time* agreed to in writing by the *Owner*).
- 3.5.4 If in the reasonable opinion of the *Owner, the Consultant or the Contractor* at any time that the actual progress of the *Work* does not conform with the *Construction Schedule*, then, within ten (10) *Working Days* the *Contractor* shall:
- .1 provide the *Owner* and the *Consultant* with a report identifying the reasons for such nonconformity with the *Construction Schedule*;
 - .2 submit to the *Owner* and the *Consultant* for review a revised *Construction Schedule*, which shall:
 - (1) be in accordance with good industry practice;
 - (2) satisfy the design and construction requirements of the *Contract Documents*; and
 - (3) provide for the *Work* to be pursued diligently in accordance with the *Construction Schedule*.

- 3.5.5 The *Owner or the Consultant* may at any time as a *Change* request a revision to the *Construction Schedule* to accelerate the performance of the *Work* or any component thereof.
- 3.5.6 The *Owner* or the *Consultant* may, at any time, give written direction to the *Contractor* for the *Contractor* to accelerate the *Work*, in which event the *Contractor* will use reasonable best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* or *Consultant* the *Contractor* is behind the approved *Construction Schedule* due to a cause within the *Contractor's* control, then the cost of such acceleration shall be borne by the *Contractor*. If at such time the *Contractor* is not behind the *Construction Schedule*, or is not behind due to a cause within the *Contractor's* control, then the cost of such acceleration shall be for the account of the *Owner*.”

GC 3.6 SUPERVISION

21. Refer to GC 3.6.1:

Delete entirely and substitute the following:

“3.6.1 The *Contractor* shall employ a *Superintendent* at the *Place of the Work* who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. The *Contractor* shall also employ necessary assistants for the *Superintendent* and the *Superintendent* and assistants shall be in attendance at the *Place of the Work* while *Work* is being performed.”

22. Refer to GC 3.6.2:

Delete entirely and substitute the following:

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

23. New GC 3.6.3:

Add the following:

“3.6.3 If the competence or performance of the *Superintendent* is not satisfactory to the *Owner* or the *Consultant* then, on written request from the *Consultant*, the *Contractor* shall provide a satisfactory replacement. The *Contractor* shall not change the *Superintendent* without the consent of the *Owner* or the *Consultant*, such consent not to be unreasonably withheld.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

23. Refer to GC 3.7.2:

Add the following at the end:

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

25. Refer to GC 3.7.4:

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

“provided the parties shall not dispute.”

GC 3.8 LABOUR AND PRODUCTS

26. New GC 3.8.4:

Add the following:

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

GC 3.10 SHOP DRAWINGS

27. New GC 3.10.13, 3.10.14 and 3.10.15:

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

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

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

GC 3.11 USE OF WORK

28. New GC 3.11.3:

Add the following:

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

29. Refer to GC 4.1.2:

Delete entirely and substitute the following:

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

30. Refer to GC 5.1:

Delete entirely.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

31. Refer to GC 5.2.3:

Add the following at the end:

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

GC 5.3 PROGRESS PAYMENT

32. Refer to GC 5.3.1.3:

Delete entirely and substitute the following:

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

32. New GC 5.3.2:

Add the following:

“5.3.2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance of the Work*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Consultant* on account of deficient or defective *Work*. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the certificate for payment.”

34. New GC 5.3.3:

Add the following:

“5.3.3 Incomplete *Work*: If after *Substantial Performance of the Work* is achieved the *Contractor* is unable to complete any of the *Work* because of climatic or other conditions beyond the *Contractor’s* reasonable control then the *Owner* may hold back from payments otherwise due to the *Contractor* the amount as estimated by the *Consultant* in consultation with the *Contractor* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.”

35. New GC 5.3.4:

Add the following:

“5.3.4 Filed Builder Liens: The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 15% as security for costs. The *Owner* may, at its option, after 5 days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

36. Refer to GC 5.4.1:

Delete entirely and substitute the following:

- "5.4.1 When the *Contractor* considers that there has been *Substantial Performance of the Work*, the *Contractor* shall prepare and submit to the *Consultant* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work*. In particular, the *Contractor* shall submit the following documents with its request for review by the *Consultant* to establish *Substantial Performance of the Work*.
- .1 the list of all deficient and incomplete items of *Work* including the estimated value of each item;
 - .2 complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
 - .3 a complete demonstration of all mechanical and electrical systems and electrically operated devices to the *Owner* operating and maintenance staff and any training required by the specifications, to the *Owner* satisfaction;
 - .4 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties required under the provision of this *Contract*, whether originating from the *Contractor* or *Subcontractors* or *Suppliers*;
 - .5 a complete set of marked up construction *Drawings* and *Shop Drawings* and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;
 - .6 a current clearance letter from Workers' Compensation Board confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
 - .7 a statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
 - .8 a survey of the *Place of the Work* prepared by a British Columbia Land Surveyor confirming the exact area of the *Place of the Work* and the lot dimensions and confirming that the position of the *Place of the Work*, the side, front and back setbacks, building heights and finish grades comply with all municipal requirements; and
 - .9 all keys required for the entire *Project*.

37. New GC 5.4.4:

Add the following:

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

38. Refer to GC 5.5.3:

Delete entirely.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

39. New GC 5.6.4:

Add the following:

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

GC 5.7 FINAL PAYMENT

40. Refer to GC 5.7.4:

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

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

41. New GC 6.2.3:

Add the following:

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

specified in GC 8.2.”

42. New GC 6.2.4:

Add the following:

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

43. New GC 6.2.5:

Add the following:

“6.2.5 The value of a change in the *Work* shall be determined by one or more of the following methods:

- (a) by estimate and acceptance in a lump sum; or
- (b) by unit prices as set out in the *Contract*, or subsequently agreed upon; or
- (c) by actual cost and an allowance for *Overhead* and profit as follows:
 - 1. *Contractor's Overhead* and profit on expenditures from *Cash Allowances*, shall be included in the *Contract Price*, except the *Contractor* is entitled to additional *Overhead* and profit only on the portion of the change greater than the *Cash Allowance*. If the change is less than the *Cash Allowance* the *Contract Price* shall be decreased by the amount of the change without adjustment for the *Contractor's Overhead* and profit;
 - 2. for changes in the *Work* not covered by *Cash Allowances*:
 - (i) if there is no increase or decrease in the *Contract Price* the *Contractor* is not entitled to any *Overhead* and profit on the change;
 - (ii) if the *Contract Price* is increased, the *Contractor* is entitled to an additional:
 - .1 10% *Overhead* and profit on *Work* performed directly by the *Contractor*, and
 - .2 5% on *Work* performed by the *Subcontractor*, only on the portion of the increase in the *Contract Price*, and
 - .3 0% on design services and work performed by the *Contractor's* consultants;
 - (iii) if the *Contract Price* is decreased by the change the *Contractor* is not entitled to *Overhead* and profit on the reduction in the *Contract Price*;
 - 3. the *Subcontractor's* or the sub-subcontractor's *Overhead* and profit shall be 5% of the actual cost of all *Subcontractor's* or sub-subcontractor's changes in the *Work*; and
 - 4. where the change involves the substitution of one type of *Work* and/or *Product* for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to *Overhead* and profit.”

GC 6.3 CHANGE DIRECTIVE

44. Refer to GC 6.3.6:

Delete entirely.

45. Refer to GC 6.3.7:

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

46. Refer to GC 6.3.7.7:

Delete entirely

GC 6.5 DELAYS

47. Refer to GC 6.5.5:

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

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

Add the following:

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

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

6.5.8 In no event shall the *Contractor* be entitled to any extension of the *Contract Time*, or increase in the *Contract Price* on account of any delay costs:

- (a) for any delay that occurs more than 10 *Working Days* prior to the notice in writing;
- (b) for any delay for which the *Contractor* has not kept and submitted the records;
- (c) for any delay caused by any matter or condition that the *Contractor*, in proceeding with the *Work*, has covered or made in accessible for investigation by the *Consultant*; and
- (d) for any delay pursuant to GC 6.5.6.

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

- 6.5.10 If the *Contractor* fails to meet the date for *Substantial Performance of the Work* as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:
- (a) as a genuine pre-estimate of the *Owner* increased costs for the *Consultant* and the *Owner* own staff caused by such delay an amount of \$500.00 per day for each calendar day that actual *Substantial Performance* is achieved after the date for *Substantial Performance of the Work*; plus
 - (b) all direct out-of-pocket costs, such as costs for safety, security or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

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

49. New GC 6.7:

“GC 6.7 ACCELERATION

- 6.7.1 If the *Consultant* determines that, because of the *Contractor*’s own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date of *Substantial Performance of the Work* (as may be adjusted pursuant to the *Contract Documents*) then the *Contractor* shall, upon written notice from the *Consultant*, at the *Contractor*’s own cost take all reasonable measures to accelerate the *Work* so as to conform to the *Construction Schedule* and meet the date for *Substantial Performance of the Work*.
- 6.7.2 If the *Consultant* determines that, because of reasons other than the *Contractor*’s own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date for *Substantial Performance of the Work* (as maybe adjusted pursuant to the *Contract Documents*), or if the *Owner* desires to accelerate the *Work* to achieve early completion of the *Work*, then on written notice from the *Consultant* the *Contractor* shall accelerate the *Work* as may be directed by the *Consultant*, at the *Owner* cost, such acceleration to be a change to which the provisions of Part 6 shall apply.
- 6.7.3 If the *Consultant* has not directed the *Contractor* to accelerate the *Work* at the *Owner* cost, the *Contractor* shall not be entitled to claim any payment on account of acceleration costs unless the *Contractor* has given prior written notice to the *Consultant* setting out that the *Contractor* intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not, by itself, entitle the *Contractor* to payment of such costs.
- 6.7.4 If the *Contractor* accelerates the performance of the *Work* because of a direction given pursuant to GC 6.7.1, or for the *Contractor*’s own benefit, then the *Owner* may claim all reasonable costs incurred as a result of such acceleration, including additional costs of the *Consultant*, staff costs or other

costs.”

PART 7 DEFAULT NOTICE

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

50. New GC 7.1.7:

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

PART 8 DISPUTE RESOLUTION

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

51. .2 Revise the heading, “**NEGOTIATION, MEDIATION AND ARBITRATION**” to read, “**NEGOTIATION, MEDIATION AND LITIGATION**”

52. Refer to GC 8.2.6:

Delete entirely and substitute the following:

“8.2.6 If both parties consent in writing to settle the dispute by arbitration then either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided by CCDC 40 in effect as of the date of the *Contract*. The arbitration will be conducted in British Columbia. If the parties do not both consent to arbitration then either party will be free to enforce its rights by litigation.”

53. Refer to GC 8.2.7:

Delete Entirely.

54. Refer to GC 8.2.8:

Delete Entirely.

GC 8.3 RETENTION OF RIGHTS

55. Refer to GC 8.3.2:

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

56. Refer to GC 9.1.1:

Delete entirely and substitute the following:

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

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

57. Refer to GC 9.2.1:

Delete entirely and substitute the following:

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

58. Refer to GC 9.2.2:

Delete entirely.

59. Refer to GC 9.2.3:

Delete entirely.

60. Refer to GC 9.2.4:

Delete entirely.

61. Refer to GC 9.2.5:

Delete entirely and substitute the following:

"9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*;
or

.2 has reasonable ground to believe that toxic or hazardous substances are present at the *Place of the Work*; which were not identified in the *Contract Documents* then the *Contractor* will:

- (1) take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person's exposure to any toxic or hazardous substances exceeds the exposure permitted by applicable law; and
- (2) immediately report the circumstances in writing to the *Owner and the Consultant* in writing."

62. Refer to GC 9.2.6:

Delete entirely and substitute the following:

- “9.2.6 The *Owner* in consultation with the *Contractor* will retain a qualified independent expert to investigate and provide an opinion on:
- .1 the necessary steps required by applicable legislation to remove and dispose of any toxic or hazardous substances at the *Place of the Work* that must be moved in order to proceed with the *Work*; and
 - .2 whether such toxic or hazardous substances were present prior at the *Place of the Work* prior to the commencement of the *Work*, or whether they were brought to the *Place of the Work* by the *Contractor*.”

63. Refer to GC 9.2.7:

Delete entirely and substitute the following:

- “9.2.7 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible:
- .1 the *Contractor* will within ten (10) *Working Days*, prepare and deliver to the *Owner* or the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* or *Consultant* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Consultant*, the *Contractor* will promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 the *Contractor* will make good any damage to the *Work*, the *Owner* property or property adjacent to the *Place of the Work* as provided in GC 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .4 the *Owner* will reimburse the *Contractor* for the costs of all steps taken pursuant to GC 9.2.5 and 9.2.7; and
 - .5 the *Owner* will extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in GC 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, if any.”

64. Refer to GC 9.2.8:

Delete entirely and substitute the following:

- “9.2.8 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is

responsible the *Contractor* will:

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

GC 9.5 MOULD

65. Refer to GC 9.5.2:

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

66. Refer to GC 9.5.3:

Delete entirely and substitute the following:

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

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

67. New GC 10.1.3:

Add the following:

“10.1.3 Where documentation may be required for tax refund purposes, the *Contractor* shall be responsible for providing the *Owner* with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the *Work* for which the *Owner* may lawfully claim exemption.”

PART 11 – INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

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

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

(a) Commercial General Liability Insurance (CGL)

- 1) The *Contractor* shall provide Commercial General liability coverage for losses arising out of operations of the *Contractor* including bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the *Contract*, in an amount not less than \$5,000,000 per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:

- .01 Broad Form Property Damage Liability
- .02 Premises and Operations Liability
- .03 Elevator and Hoist Liability (as applicable)
- .04 Broad Form Products and Completed Operations Liability
- .05 Blanket Contractual Liability
- .06 Contingent Employer's Liability
- .07 Non-owned Automobile Liability
- .08 Cross Liability Clause
- .09 Employees as additional insureds

- .10 Sudden and Accidental Pollution Liability (\$2,000,000)
 - .11 Medical Payments Coverage
 - .12 Fire Fighting Expense Coverage
 - .13 Excavation, pile driving, shoring, blasting, underpinning and/or demolition work included (as required)
- 2) The CGL will also include 24 months of completed operations coverage which will commence upon *Substantial Performance of the Work*.
 - 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.
 - 4) The *Contractor* shall ensure that all sub-contractors provides and maintain CGL coverage with limits and terms as specified in para 1 and name the *Owner* and the *Owner's Consultant* as additional insureds. The *Owner* reserves the right to request copies of the Certificates of Insurance from the *Subcontractors*.

(b) Contractors Equipment

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

(c) Aircraft and Watercraft

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

(d) Marine Cargo Insurance (if applicable)

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

(e) Motor Vehicles

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

(f) Other Insurance

- 1) The *Contractor* and each *Subcontractor* shall provide, at its own cost, any additional insurance which it is required by law to

provide or which it considers necessary.

- 2) The *Contractor* at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the *Owner* as the *Contractor* considers necessary to fully protect and indemnify the *Contractor* against any liability in excess of the coverage provided pursuant to the aforesaid policies procured by the *Owner*.

(g) Additional Insureds and Waiver of Subrogation

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

(h) Cancellation

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

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

(i) Deductibles

- 1) All deductibles will be paid by the *Contractor*, except for claims arising out of damage caused by earthquake or floods (provided that for floods caused or worsened by the activities of the *Contractor*, the *Contractor* shall pay the deductible) and except to the extent that claims arise out of the negligence of the *Owner*, in which case the *Owner* will pay only that proportion of the deductible which represents the proportion of contributory fault of the *Owner*.

69. Refer to GC 11.1.2:

Delete entirely and substitute the following:

“11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the *Work* until the date of final certificate for payment.”

70. Refer to GC 11.1.3:

Delete entirely and substitute the following:

“11.1.3 The *Contractor* shall, upon request, provide the trade contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the *Contractor* prior to commencement of the *Work*.”

71. Refer to GC 11.1.4:

Delete entirely and substitute the following:

“11.1.4 The *Contractor* and/or his *Subcontractors*, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.”

72. Refer to GC 11.1.5:

Delete entirely and substitute the following:

“11.1.5 The *Contractor* shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section.”

73. Refer to GC 11.1.6:

Delete entirely and substitute the following:

“11.1.6 The *Contractor* shall provide the *Owner* with proof of insurance for those insurances required to be provided by the *Contractor* prior to the commencement of the *Work* in the form of a completed Certificate of Insurance.”

74. Refer to GC 11.1.7:

Delete entirely and substitute the following:

“11.1.7 The *Owner* shall not be responsible for any injury to the *Contractor*'s employees or for loss or damage to the *Contractors* or to a *Contractor*'s employees', machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time-to-time, or at the termination of the *Contract*, be removed from the premises. The *Contractor* hereby waives all rights of

recourse against the *Owner* or any other *Contractor* with regard to damage to the *Contractor's* property.”

75. New GC 11.1.9:

Add the following:

“11.1.9 Notwithstanding GC 12.1, the *Contractor*, its *Subcontractors*, *Suppliers* and their respective officers, directors, employees, *Consultants* and agents shall not be liable to the *Owner* by reason of breach of *Contract* or in tort, for the following types of loss or damage:

- .1 Loss of use, whether complete or partial, of the Work or existing facilities of the Owner;
- .2 Loss of Product;
- .3 Loss of profit or loss of revenues;
- .4 Any special, indirect, incidental or consequential loss or damage; and
- .5 Any resultant bodily injury or physical injury to tangible property owned by the *Owner* (including the *Work*) or any third party, including all resultant loss of use of that property or loss of use of tangible property that is not physically injured, arising out of the work of, or *Product* used by, the *Contractor*, whether such work was faulty or not and whether such *Product* was defective or not, (except that the *Contractor* shall be liable for the cost of replacing its faulty work or defective *Product* as provided by the terms of this *Contract*) except to the extent of amounts recoverable under a policy or policies of insurance required to be maintained by the *Contractor*, or provided by the *Owner*, pursuant to the provisions of this *Contract*.”

GC 11.2 CONTRACT SECURITY

76. Refer to GC 11.2.2:

Delete entirely.

77. New GC 11.2.3, GC 11.2.4, GC 11.2.5, GC 11.2.6, GC 11.2.7 and GC 11.2.8:

Add the following:

“11.2.3 The *Contractor* shall furnish a performance bond in an amount equal to 50% of the *Contract Price*, to cover the faithful performance of the *Contract* including the corrections after final payment as provided for in the *Contract Documents* and the payment of all obligations arising under the *Contract* or as a result of any default, delay, neglect, or wrongful act of the *Contractor* and including the payment of all resulting legal and engineering expenses incurred by the *Owner* in the event of any default, delay, neglect or wrongful act by the *Contractor*.

11.2.4 The *Contractor* shall, throughout the term of the *Contract*, advise the surety of all changes to the *Contract Price* or the nature of the *Work* so that the bond may be revised if necessary. The *Contractor* shall furnish the *Owner* with a

copy of each revision to the bond

- 11.2.5 The performance bond should be in the Standard Construction Document form CCDC 221, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour the *Owner* by a surety who is approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.
- 11.2.6 At the time of the *Contract* is executed, the *Contractor* shall deliver to the *Owner* a fully executed labour and material payment bond in an amount equal to 50% of the *Contract Price*.
- 11.2.7 The labour and material payment bond should be in the Standard Construction Document form CCDC 222, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of the *Owner* by a surety who is approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.
- 11.2.8 The cost of the performance bond and the cost of the labour and material payment bond shall be included in the *Contract Price*.”

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTY

GC 12.3 WARRANTY

78 New GC 12.3.7:

Add the following:

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

- END OF SECTION -

PART F

SPECIFICATIONS (PROJECT) **(Includes Specifications Index** **– Divisions of Work)**

PART F– SPECIFICATIONS (PROJECT)

The following is an exact and complete list of the Specifications (Project).

SPECIFICATION INDEX

Section	Title
DIVISION 00	
00010	Table of Contents
00011	List of Standard Specifications
DIVISION 01 – GENERAL REQUIREMENTS	
01110	Summary of Work
01300	Administrative Requirements
01330	Submittals
01500	Temporary Facilities and Controls
01780	Project Closeout
DIVISION 03 – CONCRETE	
03050	Cast-In-Place Concrete
DIVISION 11 – MAJOR EQUIPMENT	
11500	Heat Exchangers
DIVISION 15 – MECHANICAL	
15009	Basic Mechanical Methods
15070	Seismic Restraint Systems
15098	Hot Water Piping
15099	Pipe Specifications Sheets
15108	Valves
15109	Valve Specification Sheets
15260	Hangers and Supports
15280	Field Insulation

PART F- SPECIFICATIONS (PROJECT)

15736	Pipe Conditioning
DIVISION 16 – ELECTRICAL	
16010	General Provisions
16100	Basic Materials
16400	Service and Distribution
16905	Controls and Instrumentation

- END OF SECTION -

PART F– SPECIFICATIONS (PROJECT)

These Specifications may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Tenderer.

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

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

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2022-001

END OF SECTION

PART G

DRAWINGS

PART G – DRAWINGS

The following is an exact and complete list of *Drawings*.

Kerr Wood Leidal Associates Ltd.

D-001 City of Surrey Package 5 – Instrumentation Symbols

D-002 City of Surrey Package 5 – Piping Symbols

D-117 E-17577 Bosa Univ. District Tower 2 North – Piping and Instrumentation Diagram

D-118 E-17577 Bosa Univ. District Tower 2 North – Piping and Instrumentation Diagram

D-119 E-17577 Bosa Univ. District Tower 2 South - Piping and Instrumentation Diagram

M-115 E-17577 Bosa Univ. District Tower 2 – Interior DPS Route

M-216 E-17577 Bosa Univ. District Tower 2 North – Energy Transfer Station – Plans and Sections

M-217 E-17577 Bosa Univ. District Tower 2 South – Energy Transfer Station – Plans and Sections

D-120 E-18155 Concord Park George – Piping and Instrumentation Diagram

M-116 Concord Park George – Interior DPS Route

M-218 Concord Park George – Energy Transfer Station – Plans and Sections

M-501 City of Surrey Package 5 – Standard Details

These may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Tenderer

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

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

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

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2022-001

- END OF SECTION -

PART H

SAMPLES OF FORMS

FORMS FOR THE USE OF THE CONSULTANT AND/OR CONTRACTOR

Standard forms shall be utilized for City projects as applicable.

- A. Bid Bond
- B. Letter of Credit Format
- C. Agreement to Bond – Performance and Labour and Material Payment Bond
- D. Performance Bond
- E. Labour and Material Payment Bond
- F. Certificate of Insurance
- G. Prime Contractor Designation – Letter of Understanding
- H. Contractor Health & Safety Expectations
- I. Statutory Declaration
- J. Certificate of Substantial Performance
- K. Notice of Certification of Substantial Performance
- L. Posting Compliance Form – Certificate of Substantial Performance
- M. City of Surrey, COVID-19 Contractor Screening Guidelines

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
in the presence of

(
(
_____) (Seal)
Principal

(
(
_____) (Seal)
Surety

(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)

**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

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 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

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 _____, 2022.

Name - Surety

c/s

Signature and Signing Authority

Name - Principal

c/s

Signature and Signing Authority

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

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

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

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

Insured:

Name:	
Address:	

Broker:

Name:	Broker's Name:
Address:	Phone:

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

--

Type of Insurance	Company and Policy Number	Policy yyyy/mm/dd	Term	Limits of Liability/Amount
Section 1 <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Wrap-up <input type="checkbox"/> Umbrella Liability <input type="checkbox"/> Excess Liability Sudden & Accidental Pollution <input checked="" type="checkbox"/> \$ 2,000,000 <input 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 <input checked="" type="checkbox"/> MINIMUM \$3,000,000
Section 3 <input type="checkbox"/> Professional Liability		From: To:		\$ Each Claim \$ Aggregate \$ Deductible <input checked="" type="checkbox"/> MINIMUM \$2,000,000
Section 4 <input type="checkbox"/> Builder's Risk		From: To:		\$ Limit \$ Deductible <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> MINIMUM: CONSTRUCTION VALUE

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

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

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

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

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

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

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

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

**PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

APPENDIX G

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.: 1220-020-2022-001

Project Title and Site Location: Three District Energy System Energy (ETS) Installations (2022-2023)

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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



GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.

A commonsense approach usually resolves the issue.

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

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

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

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____

END OF SECTION

STATUTORY DECLARATION

CANADA) In the Matter City of Surrey
) Three District Energy
PROVINCE OF BRITISH COLUMBIA) ETS Installations (2022-2023) at
) Surrey, British Columbia
) Surrey Reference No. 1220-020-2022-003

TO WIT:

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

of _____ in the Province of British Columbia do solemnly
declare:

That all employees, sub-contractors and suppliers used in connection with the Work have been full paid and satisfied by the Consultant with the exception of normal holdbacks, and that all fees and assessments have been paid, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's Lands or against any Materials or Equipment used in connection with the Work or Work done or materials supplied under the Contract.

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

DECLARED before me at _____)

in the Province of British Columbia,)

this _____ day)

of _____, A.D. 2022.)

Signature

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

City of Surrey

Certificate of Substantial Performance

Contract Title: **THREE DISTRICT ENERGY ETS INSTALLATIONS (2022-2023)**, at SURREY, BRITISH COLUMBIA, CANADA

Reference No.: 1220-020-2022-001

Consultant:

Date of Issue:

I certify that to the best of my knowledge:

Work on this Contract was Substantially Complete as of _____

There are no outstanding deficiencies on this Contract.

The Maintenance Period specified in the Contract shall:

commence on: _____

and

terminate on: _____

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

[state here]

Certified by:

Consultant Representative

Date

CITY OF SURREY

CONTRACT No.: 1220-020-2022-001

Builders Lien Act
(Section 7 (4))

Notice of Certification of Substantial Performance

NOTICE: THREE DISTRICT ENERGY ETS INSTALLATIONS (2022-2023) AT SURREY, BRITISH COLUMBIA, CANADA

Reference No: 1220-020-2022-001

Take notice that on _____ [date] a certificate of Substantial Performance, was issued with respect to a contract between:

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

(the "Owner")

AND:

CONTRACTOR

(the "Contractor")

In connection with an improvement on land described as follows:
DISTRICT ENERGY SYTSTEM ENERGY TRANSER STATIONS (ETS) AND INTERIOR PIPING CONSTRUCTION AT ----- SURREY, BRITISH COLUMBIA, CANADA

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

Issued By: _____
[City / Department Representative]

Posting Compliance Form

Certificate of Substantial Performance

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

Contract Title: THREE DISTRICT ENERGY ETS INSTALLATIONS (2022-2023) AT SURREY, BRITISH COLUMBIA, CANADA

Reference No.: 1220-020-2022-001

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

The Certificate of Substantial Performance has been posted:

(detailed description of posting location, including address)

on: (date of posting)

I confirm that the above statements are correct:

Signature

Date

Print Name

Consultant



Contractors screening during COVID-19 guidelines

Background

As you are aware, the World Health Organization has declared the novel Coronavirus (COVID-19) outbreak to be a global pandemic on March 11, 2020. The BC provincial government declared a state of emergency on March 18, 2020. In response to this situation, City of Surrey departments are taking measures to support operations, and apply the Public Health Officer orders, notices & guidance with respect to our workplaces.

We remain committed to providing services where possible. Our contractors/service providers are an important component to our operations and certain work must continue.

In cases where contracted resources have been engaged to provide service to our worksites, we need to ensure adequate protective steps are put in place.

We understand that these are challenging times, with emerging implications and impacts. We encourage good communications as we work through this current situation.

Employers in BC have an obligation to provide a safe workplace under the Workers Compensation Act and the Occupational Health and Safety Regulation. This includes taking reasonable and responsible measures to protect employees from a contagion like the Novel Coronavirus (COVID-19).

Purpose

This guide is intended to highlight key expectations, communicable disease preparedness and response measures that can be taken by City of Surrey contractors/service providers in relation to COVID-19. It is independent of and does not negate WorkSafe BC or other legislated requirements.

This guidance is also based upon current knowledge and it should be understood that guidance is subject to change as new data become available and new developments arise with this new virus; furthermore, unique situations may require some discretion in adjusting these guidelines which are meant to be supportive, not prescriptive.

Original September 23, 2020
Version 3 Updated: March 15 2021

Recommended Guidelines for Managers, Project Managers, Supervisors et al.

All contractors that enter a City of Surrey Worksite to perform services must provide their City of Surrey representative with a copy of their organizations COVID-19 Health and Safety protocols prior to commencing any work inside our facilities or with our field crews. A checklist is provided in the appendix for managers and supervisors to use.

- Contractors must enter/exit through the City of Surrey designated entrance/exit only.
- All contractors/service providers must sign in/out when on-site.
- If anyone onsite develops flu like symptoms, they must immediately leave and self-isolate and immediately contact the project supervisor by phone and seek medical guidance. The Contractor company management or representative must inform the City immediately.

The answer to the following four screening questions must be communicated to the City representative coordinating work, prior to any contractor entering a City of Surrey building or field worksite:

1. Have you experienced any of the following new or worsening symptoms? (Listed Below)

Symptoms: Fever and/or chills, runny or stuffy nose, shortness of breath, headache, new or worsening cough, sore throat or painful swallowing, loss of sense of taste or smell, muscle aches and/or fatigue, loss of appetite, nausea, or vomiting and/or diarrhea.

2. In the last 14 days, have you been advised to self-isolate or quarantine at home by Public Health or Border Services? *

Note: If you were advised by a COVID-19 tester to self-isolate until you receive a negative test result, and you have now tested negative, you can answer no to the question above. A negative test by itself, does not authorize someone to leave self-isolation if Public Health or Border Services has asked them to self-isolate for 10-14 days. Please email safety@surrey.ca if you require clarification

3. Have you been in close contact (within 2m and for more than 15 min. cumulative within a 24-hour period) with someone who has confirmed positive for COVID-19 within the last 14 days?

4. Is anyone you live with or were in close contact with currently experiencing any new COVID-19 symptoms and/or waiting for test results after experiencing symptoms

If any of the above questions is a **YES** the contractor is not permitted to enter the building for 14 days or cleared by Occupational Health and Safety. City of Surrey site supervisor must be notified immediately.

NOTES:

- At all times while performing a work process in our facility, staff must maintain 2 metres (6 feet) apart. If this cannot be maintained a risk management protocol must be established and followed. Please share protocol with the project coordinator.

Original September 23, 2020
Version 3 Updated: March 15 2021

- Everyone onsite needs to know where soap and water is available or hand sanitizer.
- Copies of contractors COVID-19 protocols can be forwarded to safety@surrey.ca.

COVID-19 Information from City of Surrey to our Service Providers

For the most up-to-date provincial information and resources, please visit the BC Centre for Disease Control (BCCDC)'s webpage on the novel coronavirus, which is updated daily. For more information, please refer to:

- HealthLinkBC.ca – Health Feature - Coronavirus: <https://www.healthlinkbc.ca/health-feature/coronavirus>
- Government of Canada - 2019 novel coronavirus: Outbreak update: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>
- To receive non-medical information about COVID-19, British Columbians can reach service representatives seven days a week, from 7:30 a.m. to 8 p.m., by calling 1-888-COVID19.
- Online self-assessment tool at <https://covid19.thrive.health/>

How Is COVID-19 Spread? (Information below is from the BC Ministry of Health)

Step 1 – The virus is spread through infected droplets.

- The main way the virus is spread is when someone who is sick with COVID-19 (i.e. fever, cough, sneezing) spreads infected droplets by coughing or sneezing.
- The droplets can travel ~ 2 meters, approximately two adult arm lengths.
- The droplets do not hang in the air, but they can land on surfaces and contaminate them (i.e. doorknobs, light switches, counters) AND/OR
- If the person coughs or sneezes into their hands, they can transfer the virus onto things that they touch.
 - Therefore, it's recommended to cough into your elbow, or a tissue that can be thrown away immediately and do frequent hand hygiene with plain soap and water or alcohol-based sanitizer with 60% alcohol content.
 - Antimicrobial soap is NOT required to prevent the spread of COVID-19.

Step 2 – A person is exposed to the virus through contact with infected droplets.

- Another person can be exposed to the virus if:
 - They are within 2 meters of the ill person and inhale infected droplets OR
 - They touch something that has the infected droplets on it (i.e. doorknob, light switch) and then touch their eyes, nose or mouth and the virus gets into their body.

Step 3 – The person who got exposed may get sick with COVID-19 up to 14 days after exposure.

- The virus can take up to 14 days to make someone sick after they have been exposed to COVID-19. This is called the incubation period.

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- If they become sick with symptoms compatible with COVID-19 (fever, cough, muscle aches, difficulty breathing, runny nose, sore throat, or diarrhea) then that person can start spreading the virus in the environment as per Step 1.
- It may be possible to spread the virus even when someone has mild symptoms.

The most effective ways to reduce the spread of covid-19:

(Learn more at <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/prevention> & <http://www.bccdc.ca/Health-Info-Site/Documents/COVID19-Prevention.pdf>)

Please see appendix (Prevention, Hand Hygiene, Physical Distancing).

What Are the Symptoms?

While many of the characteristics of COVID-19 are still unknown, mild to severe illness has been reported for confirmed cases. The symptoms of COVID-19 are similar to other respiratory illnesses, including the flu and common cold. They include cough, fever, and difficulty breathing.

If a person has symptoms of COVID-19:

- Symptoms of COVID-19 include fever, cough, difficulty breathing, chills, sore throat, runny nose, sneezing, diarrhea (learn more at: <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/if-you-are-sick>).
- Any person who is ill and has symptoms should isolate for 10 days (see section below if self-isolation is not possible)
- Any person who is concerned they may have COVID-19, can access self-assessment tools via:
 - Online self-assessment tool at www.bc.thrive.ca
 - Calling 8-1-1
 - Downloaded app – BC COVID-19 support (available on the Apple App Store or Google Play)
- Anyone who is ill should cover their coughs or sneezes by:
 - Wearing a face mask (i.e. surgical/procedural mask) if it's available.
 - If a mask is not available, a [homemade mask](#) (like a bandana) could be used.
 - If no surgical or homemade ask is available, people should cough or sneeze into a tissue or their elbow and perform hand hygiene immediately after.
- If the ill person is having chest pains, or severe difficulty breathing, it could be a life-threatening emergency. Call 9-1-1 or the local emergency number immediately.

What are some of the Controls the City of Surrey has implemented to manage workplace Exposure to Influenza and COVID-19?

- Anyone entering a Civic Facility MUST wear a face covering
- Coronavirus information has been shared with all staff and the Occupational Health and Safety committees on a regular basis.

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- Staff that are sick must not attend work.
- Enhanced workplace cleaning and disinfection of high traffic touch points and workstation disinfection procedures implemented.
- Encouraging staff to perform frequent hand washing with soap and water or hand sanitizer.
- Promoting sneezing and coughing etiquette.
- Restricting handshakes.
- Social distancing measures implemented; staff encouraged to maintain 6 feet from one another.
- Barrier Shields installed at finance front counter.
- Restrictions on the number of people allowed in Elevators and City vehicles.
- Enhanced screening of visitors to City Hall, appointment meetings only.
- Provide hand sanitizer and disinfection supplies to our field staff.
- Protocol developed on how to respond if City staff gets COVID-19 or flu like symptoms while at work.
- Staff informed to use COVID-19 Online Health Assessment tool (BC Health).
- Staff advised to self-isolate if they have any flu like symptoms, had close contact with a COVID-19 diagnosed person and travelled outside BC.

Thank you for your collaboration and your continued support. If you have any questions, please email safety@surrey.ca.

Sam Chauhan
Manager, Occupational Health & Safety
City of Surrey
sschauhan@surrey.ca
O: 604-591-4658
C: 778-846-0673

Enhanced Screening for Contractors Checklist

- All contractors must provide the City of Surrey with a copy of their COVID-19 Health and Safety Protocols prior to commencing work at City of Surrey Facilities.
- Contractors must enter/exit through City of Surrey designated entrance/exit only.
- All contractors must sign in/out when on site.
- If anyone onsite develops flu like symptoms, they must immediately leave and self-isolate and immediately contact the project supervisor by phone and seek medical guidance.

Answers to the screening questions below must be communicated to the City Representative coordinating work, prior to any contractor entering a City of Surrey building

1. Have you experienced any of the following new or worsening symptoms? (Listed Below)

Symptoms: Fever and/or chills, runny or stuffy nose, shortness of breath, headache, new or worsening cough, sore throat or painful swallowing, loss of sense of taste or smell, muscle aches and/or fatigue, loss of appetite, nausea, or vomiting and/or diarrhea.

2. In the last 14 days, have you been advised to self-isolate or quarantine at home by Public Health or Border Services? *

Note: If you were advised by a COVID-19 tester to **self-isolate until you receive a negative test result**, and you have now tested negative, you can answer no to the question above. A negative test by itself, does not authorize someone to leave self-isolation if Public Health or Border Services has asked them to self-isolate for 10-14 days. Please email safety@surrey.ca if you require clarification

3. Have you been in close contact (within 2m and for more than 15 min. cumulative within a 24-hour period) with someone who has confirmed positive for COVID-19 within the last 14 days?

4. Is anyone you live with or were in close contact with currently experiencing any new COVID-19 symptoms and/or waiting for test results after experiencing symptoms

If any of the above questions is a YES the contractor is not permitted to enter the building for 14 days.

City of Surrey site supervisor must be notified immediately

NOTES:

- At all times while performing a work process in our facility, staff must maintain 2 metres (6 feet) apart. If this cannot be maintained a risk management protocol must be established and followed. Please share protocol with the project coordinator.
- Must wear a face covering for the duration of working on site
- Everyone onsite needs to know where soap and water is available or hand sanitizer.

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Contractor Workplace Safety Clearance Checklist

City of Surrey Contact/Site Supervisor Name: _____ **Phone number:** _____

Company Name:	Contact Number:	
Service Providing:		
Contractor's Qualified OHS Coordinator:	Contact Number:	
Name of your Staff attending City of Surrey worksite:	Contact Number:	Duration on Project:
1) _____	1) _____	1) _____
2) _____	2) _____	2) _____
3) _____	3) _____	3) _____
4) _____	4) _____	4) _____

If I have any Occupational Health & Safety Questions or Concerns, I understand that I am to bring them to my immediate Supervisors attention.

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COVID-19 CONTRACTOR SCREENING FORM

All Contractor employees are required to complete this COVID-19 Screening Form prior to entering a City of Surrey worksite.

Employee Information

First and Last Name: _____

Today's Date: _____ Time: _____

Phone Number: _____

Company Name: _____

Work Site: _____

Covid-19 Risk Assessment
1. Have you experienced any of the following new or worsening symptoms? (Listed Below)
<input type="checkbox"/> Yes
<input type="checkbox"/> No
Symptoms: Fever and/or chills, runny or stuffy nose, shortness of breath, headache, new or worsening cough, sore throat or painful swallowing, loss of sense of taste or smell, muscle aches and/or fatigue, loss of appetite, nausea, or vomiting and/or diarrhea.
2. In the last 14 days, have you been advised to self-isolate or quarantine at home by Public Health or Border Services? *
<input type="checkbox"/> Yes
<input type="checkbox"/> No
Note: If you were advised by a COVID-19 tester to <u>self-isolate until you receive a negative test result</u> , and you have now tested negative, you can answer no to the question above. A negative test by itself, does not authorize someone to leave self isolation if Public Health or Border Services has asked them to self-isolate for 10-14 days. Please email safety@surrey.ca if you require clarification.
3. Have you been in close contact (within 2m and for more than 15 min. cumulative within a 24-hour period) with someone who has confirmed positive for COVID-19 within the last 14 days?
<input type="checkbox"/> Yes
<input type="checkbox"/> No
4. Is anyone you live with or were in close contact with currently experiencing any new COVID-19 symptoms and/or waiting for test results after experiencing symptoms
<input type="checkbox"/> Yes
<input type="checkbox"/> No

If you answered **YES** to any of the Questions above, you must not enter the worksite.

I certify that the above information is true and accurate.

Signature: _____

Personal information is collected for the purpose of Covid-19 self-screening to comply with Provincial Public Health Orders. The City of Surrey is collecting this under s.26© of the Freedom of Information and Protection Act. For questions regarding the collection of personal information, please contact Manager Occupational Health and Safety, 13450 104th Avenue, Surrey, BC V3T 1V8 or 604-591-4658. This form must be destroyed after 30 days.

A healthy and safe workplace is everyone's responsibility. Your active participation and support are vitally important to

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maintaining and improving health and safety in our workplace.



Coronavirus COVID-19

BC Centre for Disease Control | BC Ministry of Health



Coronavirus Prevention

-  ✓ Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based hand sanitizer.
-  ✗ Avoid touching your eyes, nose, and mouth with unwashed hands.
-  ✓ Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
-  ✗ Avoid close contact with people who are sick.
-  ✓ Clean and disinfect frequently touched objects and surfaces.
-  ✓ Stay home when you are sick.
-  !! **WEARING A MASK IS NOT AN EFFECTIVE MEASURE TO KEEP YOURSELF SAFE FROM VIRAL INFECTION.**



    If you have fever, a new cough, or are having difficulty breathing, call 8-1-1.

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Coronavirus COVID-19

BC Centre for Disease Control | BC Ministry of Health



Hand Hygiene

**SOAP OR ALCOHOL-BASED
HAND RUB: Which is best?**



**Either will clean your hands:
use soap and water if hands
are visibly soiled.**



Remove hand and wrist jewellery

HOW TO HAND WASH



1
Wet hands with warm (not hot or cold) running water



2
Apply liquid or foam soap



3
Lather soap covering all surfaces of hands for 20-30 seconds



4
Rinse thoroughly under running water



5
Pat hands dry thoroughly with paper towel



6
Use paper towel to turn off the tap

HOW TO USE HAND RUB



1
Ensure hands are visibly clean (if soiled, follow hand washing steps)



2
Apply about a loonie-sized amount to your hands



3
Rub all surfaces of your hand and wrist until completely dry (15-20 seconds)



If you have fever, a new cough, or are having difficulty breathing, call 8-1-1.



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Physical distancing

Protect yourself, your loved ones and your community from COVID-19

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Physical distancing means making changes in your everyday routines in order to minimize close contact with others.

Keeping about two metres apart when we are outside our homes is something we can all do to help stop the spread of COVID-19.



Here are some other tips to practice physical distancing while keeping up mental wellness:

- ✔ Greet with a wave instead of a handshake, kiss or hug
- ✔ Exercise at home or outside
- ✔ Get groceries and medicines at off-peak times
- ✔ Go for a walk with family or others you are living with
- ✔ Work from home
- ✔ Use food delivery services or online shopping
- ✔ Go outside for some fresh air
 - Go for a run, bike ride, rollerblade, snowshoe, walk the dog or get the mail while maintaining safe physical distance from others
- ✔ Use public transportation at off-peak times
- ✔ Have kids play in the backyard or park

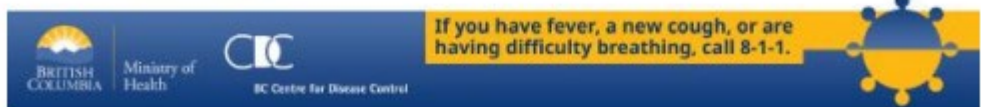
Remember to:

- Stay at home when you're sick, even if symptoms are mild
- Avoid crowded places and non-essential gatherings
 - No play dates, group walks, basketball games or gathering on the beach
- Take care of your mental well-being through checking in with loved ones and self-care
- Cough and sneeze into your elbow or sleeve
- Wash your hands regularly



Learn more at bccdc.ca/covid19

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Physical distancing: Protect yourself, your loved ones and your community from COVID-19



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