



REQUEST FOR PROPOSALS

Title: Condition Assessment on Concrete Water Main

Reference No.: 1220-030-2020-020

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)
Issuance Date: July 13, 2020

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this request for proposals (“RFP”) is to select a service provider (or service providers) to perform the services (“Services”) described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.5;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent's name, RFP title and reference number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent should submit the Proposal electronically in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time

Date: August 6, 2020

(the "Closing Time").

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt. A Proponent bears all risk that the City's computer equipment functions properly so that the Proposal is received on time.

2.2 Information Meeting

The City will not host an information meeting to discuss the City's requirements under this RFP (the "**Information Meeting**").

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

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

Name: Richard D. Oppelt, Manager, Procurement Services

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

Business E-mail: purchasing@surrey.ca

Reference: 1220-030-2020-020

Inquiries should be made no later than seven (7) business days before Closing Time. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the

order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

Experience, Reputation and Resources The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.
Technical The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.
Financial The Evaluation Team will consider the Proponent's response to Schedule C-5.

Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal 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; and
- (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.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Proponent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Proponents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information and documents.

4.7 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

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

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

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

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City 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 Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its

representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: CONDITION ASSESSMENT ON CONCRETE WATER MAIN

The City of Surrey (the “City”) is seeking to retain the services of a professional consultant (the “Consultant”) to perform condition assessment on select City’s concrete water mains.

1. PROJECT BACKGROUND

The Consultant will provide the following services in accordance with the information provided within this document:

- Project management;
- Prepare detailed drawings to construct the required access points to insert and/or extract the tool;
- Conduct condition assessment; and
- Prepare report.

The City has approximately 9.7km of 450mm-600mm prestressed concrete cylinder pipe (PCCP) that were installed between 1960-1980. These PCCP is part of the City’s feeder mains delivering water across the city.

There is no historical condition issue with any of these PCCP mains, that the City is aware of. However, since these mains are considered as the critical mains in the City, and some of them are at their 60s, it is prudent to have better understanding of their physical conditions.

2. SCOPE OF SERVICES

For this project, the City has selected two (2) PCCP sections as described below.

Table 1 – PCCP SECTIONS

Project ID	Location	Diameter (mm)	Length (m)
Project A	128 St: 68 Ave – 72 Ave	600	820
	128 St: 72 Ave – 80 Ave	450	1,580
	Total		2,400
Project B (OPTIONAL)	105A Ave: Whalley PS – 144 St	600	470
	144 St: 105A Ave – 108 Ave	600	540
	108 Ave: 144 St – Whalley Blvd	450	1,430
	Total		2,440

Refer to **Schedule A-1 Map & As-Built Drawings** which further illustrates the scope of Services and limits of the projects.

As part of this project the Consultant is expected to manage, plan, conduct and report the findings of the condition assessment done on the selected water main sections. Any available relevant as-built

drawings can be found in City of Surrey's Mapping Online System (COSMOS). The Consultant is responsible to review all these as-builts to help plan for this project.

2.1 Project A

This section is a straight line of PCCP mains along 128 St, which is a busy corridor in the City. There are three (3) isolation valves along this section: at 68 Ave, 72 Ave, and 80 Ave.

Additionally, there are inter-connections to the East/West distribution mains on major intersections at 68 Ave, 72 Ave, 76 Ave and 80 Ave. All these connections have isolation valves on the distribution mains. The Consultant is responsible to review any available as-builts to confirm other potential inter-connections not identified here.

Whether any of these valves are accessible or operable is unknown at this point. At the start of the project, the Consultant is to work with the City to confirm which valves are required to be operated, and the City will confirm their status. If the required valves are not accessible or operable alternative isolation mechanisms is to be proposed by the Consultant.

2.2 Project B (Optional)

Project B is an optional item depending on the successful assessment of Project A. The City may decide to conduct condition assessment on select section(s) of Project B depending on the ability to create required access points and the ability of the tool to navigate the sections identified as Project B. It should be noted that there are two 90-degree bends along this project.

Project B starts at Whalley Pump Station (PS) at 14620 105A Ave. The mains run along 105A Ave, 144 St and 108 Ave. Except for 105A Ave, the other two roads are relatively busy.

There are four (4) isolation valves along this PCCP main section: at Whalley PS, 105A Ave/144 St, 108 Ave/144 St and 108 Ave/Whalley Blvd.

Additionally, there are inter-connections to the East/West or North/South distribution mains on major intersections at 106A Ave, 138 St, 139 St, 142 St, and 142A St. All these connections have isolation valves on the distribution mains. The consultant is responsible to review any available as-builts to confirm other potential inter-connections not identified here.

The accessibility and operability of the valves are also unknown at this point. The same planning process as that described under Project A above may apply here as well.

2.3 Construction of Access Points (Optional)

As part of this project the City may require the Consultant to construct any required access points to insert and extract the tool. This task includes any works required to install the insertion and/or extraction points, including but not limited to: scheduling the works, coordinating with the City's Water Operation staff, obtaining required permits, constructing the required insertion/extraction points, and restoring the pavement to its original state.

3. PROJECT SPECIFIC REQUIREMENTS

The following tasks are within the scope of Services for this project:

- (a) Review any available as-builts or other information relevant to the pipe sections to be assessed;
- (b) Discuss and confirm with the City the condition assessment tool and approach to be taken;
- (c) Prepare the detailed drawings for the access points required. The actual construction of these access points is an Optional Item;
- (d) Prepare the detailed work plan and schedule of the works;
- (e) Prepare a detailed pipe isolation mechanism, i.e., which valves are to be close or open to ensure successful launch and extraction of the tool and efficient data capture process;
- (f) Collaborate with City staff from Water Operations and Water Planning sections. Staff from Water Operations will operate the valves as necessary;
- (g) Prepare contingency plan(s) for tool extraction under different possible scenarios;
- (h) Prepare traffic control plan, and apply for traffic obstruction permits, where necessary; and
- (i) Prepare a final written report. The report should include, but not limited to the following:
 - the assessment methodology;
 - equipment used;
 - description of defects (severity, estimated number of broken wire, estimated expected service life left);
 - suspected defect locations map;
 - recommendation for steps to confirm/find the suspected defects; and
 - recommendations on the repair procedure.

4. PROJECT DELIVERABLES

The City is looking for the following information at the completion of this project:

- (a) Wire break count and location: The Consultant is to provide information on the number of wire breaks found and their locations in the system;
- (b) Pipe wall loss percentage and location: The Consultant is to provide information on percentage of wall loss on the metal cylinder;
- (c) Structural strength analysis: The Consultant is to provide information on the expected failure margin (how many wire breaks can the pipe withstands before it collapses), and remaining service life for each pipe segment;
- (d) Recommendation on the steps to confirm/find the suspected defects, the repair procedure, and other related next course of actions, and the prioritization of these action items, and
- (e) Ballpark cost estimate for each of the recommended action items

5. PROJECT MANAGEMENT

The Consultant is expected to provide comprehensive project and quality management services for the duration of the project. The Consultant is to ensure best engineering practices, principles and standards are employed when preparing and conducting all the works.

The Consultant should:

- (a) Actively and diligently progress the work, leading to timely completion of the project. Use best Project Management Practices to manage project schedule and budget;
- (b) Proactively identify, quantify and manage risks throughout the duration of the project;
- (c) Collaborate with all required City departments and other project stakeholders required throughout the duration of the project; and
- (d) Manage sub-consultants, if any, with respect to time and budget.

6. ESTIMATED TIME SCHEDULE

The Consultant and its team shall be fully committed to the City team members and to the project schedule. This project is to achieve substantial completion by **Nov 30, 2020**.

The anticipated timing for the award of this RFP is shown below.

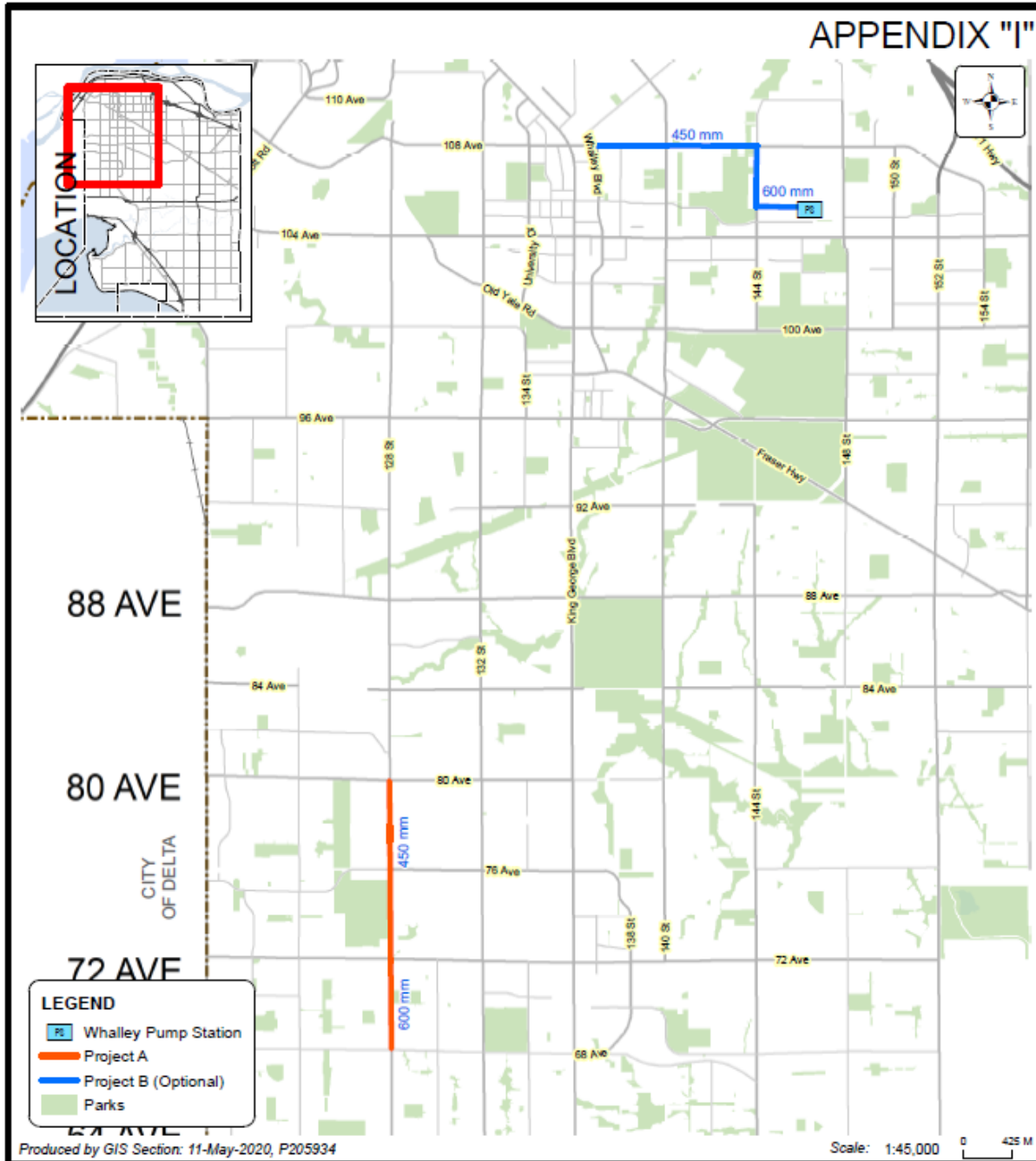
- | | |
|--|-----------------------|
| 1. Submit proposal for Engineering Services | Aug 6, 2020 |
| 2. Appointment of Consultant | Aug 21, 2020 |
| 3. Confirm assessment approach and access points | Consultant to Provide |
| 4. Condition Assessment | Consultant to Provide |
| 5. Draft Report | Consultant to Provide |
| 6. Final Report | Consultant to Provide |

The Consultant is to provide a detailed schedule in their Proposal for the above milestones, and all other milestones that the Consultant deems appropriate. Please allow for 10 working days review period by the City for review required.

-END OF PAGE-

SCHEDULE A-1 MAP & AS-BUILT DRAWINGS

1. MAP



	<h3>Condition Assessment on Concrete Water Mains - Scope of Work</h3>	<h3>ENGINEERING DEPARTMENT</h3>
<p><small>The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.</small></p> <p style="text-align: right;"><small>Source: Q:\MAPPING\GIS\Map\Corporate\Reps\US\B\PS_ut\WaterMainAssessments_API.mxd</small></p>		

2. AS-BUILT DRAWINGS

To view the City of Surrey's Mapping Online System (COSMOS)

<https://cosmos.surrey.ca/external/>

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Condition Assessment on Concrete Water Main

Reference No.: 1220-030-2020-020

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TITLE: CONDITION ASSESSMENT ON CONCRETE WATER MAIN

THIS AGREEMENT is dated for reference this _____ day of _____, 201_.

AGREEMENT No.: 1220-030-2020-020

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, British Columbia, V3T 1V8, Canada
(the "City")

AND:

( *Insert Full Legal Name of Consultant*)

(the "Consultant")

WHEREAS the City wishes to engage the Consultant to provide Services in connection with

Condition Assessment on Concrete Water Main

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Consultant agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

"**Disbursements**" has the meaning set out in section 5.3;

"**Dispute**" has the meaning set out in section 14.1;

"**Fees**" has the meaning set out in section 5.1;

"**Indemnitees**" has the meaning set out in section 7.1;

"**Invoice**" has the meaning set out in section 5.2(a);

"**Services**" has the meaning set out in section 2.1;

"**Term**" has the meaning set out in section 2.5; and

"**Time Schedule**" has the meaning set out in section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

Appendix 1 – Scope of Services;
Appendix 1-A Map & As-Built Drawings;
Appendix 2 – Fees and Payment;
Appendix 3 – Time Schedule;
Appendix 4 – Personnel and Sub-Contractors;
Appendix 5 – Additional Services;

Attachment 1 – Prime Contractor Designation, Letter of Understanding;
Attachment 2 – Consultant Health & Safety Expectations; and
Attachment 3 – City of Surrey Covid-19 Contractor Screening Guidelines.

2. SERVICES

2.1 Services

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”).

2.2 Amendment of Services

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

2.3 Additional Services

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

2.4 Standard of Care

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant’s experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.5 Term

The Consultant will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the "**Term**").

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.

2.6 Time

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

2.7 Pandemic Restrictions

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.7 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Consultant's performance of the Services, such that upon the Consultant giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 12 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Consultant will give the City immediate notice, and a written plan of the interim steps the Consultant will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

3. PERSONNEL

3.1 Qualified Personnel

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Contractors

The Consultant will perform the Services using the professional personnel and sub-contractors as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in section 3.2, the Consultant will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

3.5 Agreements with Sub-Contractors

The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

4. LIMITED AUTHORITY

4.1 Agent of City

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.

4.2 Independent Contractor

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

The City will pay to the Consultant the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Consultant will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Consultant's name, address and telephone number;
 - (3) the City's reference number for the Services; P.O. # (to be advised)
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractor(s) that has/have performed services during the previous month;
 - (5) the percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its Final Report to the City; and
- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

The Consultant will submit invoices electronically by mail to: surreyinvoices@surrey.ca.

In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of City Representative invoice is directed to.
- Include Purchase Order number (to be provided).
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

5.3 Disbursements

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in Appendix 2 which the Consultant, and approved sub-

contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City.

5.4 Records

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Consultant will make the records available open to audit examination by the City at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.

5.5 Non-Residents

If the Consultant is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Consultant; or
- (b) the amount required under applicable tax legislation.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Consultant make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 City Decisions

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this agreement.

6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “**Indemnitees**”), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Consultant’s Insurance Policies

The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Consultant will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the

Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

7.6 Additional Insurance

The Consultant shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

7.7 Waiver of Subrogation

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

- (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate

- this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice;
or
- (b) If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
- (f) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

If the Consultant is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

9.2 Codes and By-Laws

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

9.3 Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

10.2 Freedom of Information and Protection of Privacy Act

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

10.3 Return of Property

The Consultant agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

11. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

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

12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers'

Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

Refer to Attachment 1 – Prime Contractor Designation, Letter of Understanding; and Refer to Attachment 2 – Consultant Health & Safety Expectations

13. BUSINESS LICENSE

- 13.1 The Consultant will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement (“Dispute”) using the dispute resolution procedures set out in this section 14.

- (a) Negotiation
The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- (b) Mediation
If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7

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

(c) Litigation

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

16.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

16.3 Consultant Terms Rejected

In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

16.4 Survival of Obligations

All of the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

16.6 Notices

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

(a) The City:

City of Surrey, Surrey City Hall
 insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: **insert contact name**>
 insert title>

Business Fax No.: **insert**>
Business Email: **insert**>

(b) The Consultant:

 insert name and address>

Attention: **insert contact name**>
 insert title>

Business Fax No.: **insert**>
Business Email: **insert**>

16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

16.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.11 Signature

This agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

16.12 Enurement

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

[OPTIONAL – SPECIAL CONDITIONS]

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[ INSERT FULL LEGAL NAME OF CONSULTANT]

I/We have the authority to bind the Consultant.

(Legal Name of Consultant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 1-A MAP & AS-BUILT DRAWINGS

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

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ATTACHMENT 3 – CITY OF SURREY COVID-19 CONTRACTOR SCREENING GUIDELINES



SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Condition Assessment on Concrete Water Main

RFP Reference No.: 1220-030-2020-020

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Manager, Procurement Services

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

E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Technical Proposal (Services);
- Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
- Schedule C-5 – Proponent’s Financial Proposal.

3.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

4.0 I/We confirm that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this **[day]** day of **[month], [year]**.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

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

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

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

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

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

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

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

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information, highlighting the relevant experience, background, roles and responsibilities of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary). Provide relevant professional accreditation(s), if available. Attach a detailed CVs for each key personnel.

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Title: _____

Responsibility: _____

Dates: _____

Project Title: _____

Responsibility: _____

Project Approach – Team Roles

- (ix) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary):

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

- (x) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Provide detailed information for the following:
 - a. Tool to be used: how it works, the parameters it measures, measurement limits, tool's limitation;
 - b. Assessment procedure: does the main is to be taken out of service, any depressurization required, any dewatering required; and
 - c. Access points: how to insert and extract the tool, how big of an access point required, access point configuration required.
- (ii) a narrative that illustrates an understanding of the City's requirements and Services;
- (iii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iv) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule.
- (v) a description of the standards to be met by the Proponent in providing the Services;
- (vi) a work plan and timeline to deliver the required Services and achieve the project objectives as detailed in Section 2 to Section 5 of Schedule A – Scope of Services and how that proposed approach would work. The Proponent's work plan should make reference to the requirements;
- (vii) Implementation Plan:
 - a. describe the Proponent's approach to developing and implementing a smooth transition plan;
 - b. provide a detailed description of implementation and monitoring procedures that the Proponent will use to ensure that key personnel are performing to the standards expected; and
 - c. describe what the Proponent's management tools will be used to control project costs.
- (viii) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction; and
- (ix) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary). Please allow approximately 10 working days review period for each task.

ACTIVITY (Insert Milestone Dates)	Time from Notice to Proceed in Days									
	10	20	30	40	50	60	70	80	90	100
Letter of Intent										
Confirm assessment approach and access points										
Condition Assessment										
Draft Report										
Final Report										

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

- (i) monthly fee;
- (ii) hourly rates for all team members if payment is to be made on an hourly basis; or
- (iii) lump sum fee.

The Proposal shall include a detailed fee schedule and clearly outline any assumptions, exclusions, and provisional/value-added items. Provide an estimate of efforts by type of work is using the "Schedule of Rates" chart shown below.

Schedule of Rates:

PROJECT A					
Section	Description	Unit	Quantity	Unit Price	Amount
1.0	Preparation				
1.1	Traffic Control Plan	Lump sum		\$	\$
1.2	Prepare detailed drawing of access points	hours		\$	\$
1.3	Prepare detailed isolation plan	hours		\$	\$
1.4	Prepare detailed contingency plan	hours		\$	\$
2.0	Onsite Assessment				
2.1	Onsite Assessment – Project A (128 St: 68 Ave - 80 Ave)	Lump sum		\$	\$
3.0	Report				
3.1	Draft report	hours		\$	\$
3.2	Final Report	hours		\$	\$
4.0	Disbursement				
4.1	Disbursement	Lump sum		\$	\$
Sub-Total:					\$
GST (5%):					\$
Total Proposal Price for Project A:					\$

Optional Items:

PROJECT B (OPTIONAL)					
Section	Description	Unit	Quantity	Unit Price	Amount
1.0	Preparation				
1.1	Traffic Control Plan	Lump sum		\$	\$
1.2	Prepare detailed drawing of access points	hours		\$	\$
1.3	Prepare detailed isolation plan	hours		\$	\$
1.4	Prepare detailed contingency plan	hours		\$	\$
2.0	Onsite Assessment				
2.1	Onsite Assessment – Project A (128 St: 68 Ave - 80 Ave)	Lump sum		\$	\$
3.0	Report				
3.1	Draft report	hours		\$	\$
3.2	Final Report	hours		\$	\$
4.0	Disbursement				
4.1	Disbursement	Lump sum		\$	\$
Sub-Total for Project B :					\$

ACCESS POINT CONSTRUCTION (OPTIONAL)					
Section	Description	Unit	Quantity	Unit Price	Amount
1.0	Project A				
1.1	Access point construction	each		\$	\$
2.0	Project B				
2.1	Access point construction	each		\$	\$
Sub-Total for Optional Access Point Construction:					\$
Sub-Total for Access Point Construction:					\$

Subtotal – Including OPTIONAL ITEMS: (Project A + Project B + Access Point Construction)	\$
GST (5%)	\$
TOTAL PROPOSAL PRICE – INCLUDING OPTIONAL ITEM: (Project A + Project B + Access Point Construction)	\$

Remuneration will be up to the maximum fee limit based on the estimated effort to complete the Services. No additional payment will be permitted without prior written approval of the City. The Consultant is required to provide advance written notice to the City if any additional costs will be incurred, as a result of changes to the scope of Services.

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of

disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION, LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) In this section:

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

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

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

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-030-2020-020

Project Title and Site Location: Condition Assessment on Concrete Water Main

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 2 – CONSULTANT HEALTH & SAFETY EXPECTATIONS

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public.

If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

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

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

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

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

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

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____



City of Surrey COVID-19 Contractor Screening 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.

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 been advised by the public health authority or your family physician to self-monitor or self-isolate in the last 14 days?
2. Do you have any of the following symptoms in the last 14 days:
 - Fever
 - Cough
 - Sore throat
 - Difficulty breathing
 - Pneumonia
3. Have you just returned from outside of Canada within the last 14 days?
4. Have you been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with) in the last 14 days?

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:

- City of Surrey as the Prime Contractor will ensure that no more than one contracting company will be in a specific area of the facility. The City will need to continue to provide worksite OHS orientation.
- 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.
- 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.
- 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 mask 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?

- Coronavirus information has been shared with all staff and the Occupational Health and Safety committees on a regular basis.
- 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
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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 or your staff that maybe attending a City of Surrey worksite been advised by the public health authority or their family physician(s) to self-monitor or self-isolate in the last 14 days?
2. Do you or your staff have any of the following symptoms in the last 10 days:
 - Fever
 - Cough
 - Sore throat
 - Difficulty breathing
 - Pneumonia
3. Have you or your staff that are expected to work at a City of Surrey worksite just returned from outside of Canada within the last 14 days?
4. Have you or your staff that are expected to work at the City been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with) in the last 14 days?

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:

- City of Surrey as the Prime Contractor will ensure that no more than one contracting company will be in a specific area of the facility.
- 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.
- Everyone onsite needs to know where soap and water is available or hand sanitizer.

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

Contractor Workplace Safety Clearance Checklist

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) _____	
5) _____	5) _____	5) _____	

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

Enhanced Screening Questions Acknowledgement

City of Surrey, the contractor must answer the following questions, pertain to any staff attending our active worksite:

YES	NO	Question
		Have any of your staff or yourself be advised by the public health authority or the family physicians to self-monitor or self-isolate in the last 14 days? If so, what action did you take: _____ _____
		Has any of your staff attending a City of Surrey worksite have the following symptoms within the last 10 days:

		<ul style="list-style-type: none"> • Fever • Cough • Sore throat • Difficulty breathing • Pneumonia <p>For staff that may have symptoms did they get medical clearance to return to work?</p>
		Have you or your staff that maybe attending at City of Surrey worksite returned from outside of Canada within the last 14 days?
		Have you or your staff that are scheduled to attend a City of Surrey worksite been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with)?

In the event that a contractor/worker becomes ill onsite, the contractor/worker must immediately leave the City of Surrey building and notify the Site Supervisor (Phone Number: _____)

I hereby acknowledge receipt of information on requirement for the safety and health at the City of Surrey and will adhere to the terms set herein and cooperate with all policies and procedures.

Facility Location: _____

Employee/Contractor Signature: _____ **Date:** _____

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



Ministry of Health



BC Centre for Disease Control

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





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)

COVID19_HA_L001



Ministry of Health



BC Centre for Disease Control

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





Coronavirus COVID-19

BC Centre for Disease Control | BC Ministry of Health



Physical distancing

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

March 23, 2020

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

March 23, 2020
Physical distancing: Protect yourself, your loved ones and your community from COVID-19



Ministry of Health



BC Centre for Disease Control

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

