



REQUEST FOR QUOTATIONS

Title: Parking Lot Pavement Rehabilitation - Fire Hall #15
Reference No.: 1220-040-2019-087

MINOR WORKS SERVICES

(Construction Services)

Issue Date: September 24, 2019

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

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

Name: Richard D. Oppelt, Manager, Procurement Services
at the following location:

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter 5th Floor West
13450 – 104th Avenue,
Surrey, B.C., V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **October 4, 2019**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Manager, Procurement Services
Email: purchasing@surrey.ca

Reference: **1220-040-2019-087**

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Contract by the City may be by fax, pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Contract in Schedule B – Draft Contract – Minor Works.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

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

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

14. INFORMATION MEETING

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

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

Date: September 30, 2019

Time: 11:00 AM Pacific Time

Location: 18915 64 Avenue, Surrey, BC V3S 8E7

It is possible that some questions raised and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Quotation. Contractors are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance of the Work.

Note: No minutes of the information meeting and site tour will be provided

The Contractor is responsible for parking fees, if applicable.

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SCHEDULE A – SCOPE OF WORK AND DRAWINGS

PROJECT TITLE: Parking Lot Pavement Rehabilitation - Fire Hall #15

PROJECT No.: 1220-040-2019-087

1. DESCRIPTION OF SCOPE OF WORK

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of pavement and renovation of Parking Lot Pavement Rehabilitation - Fire Hall #15, located at 18915 64 Avenue, Surrey, BC V3S 8E7 (the "Place of Work") in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

The Work consists of but is not necessarily limited to the following:

- Re/Re of paved areas including line painting, in one (1) phase.

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

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

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

2. EXPECTED START AND COMPLETION DATES

The services of the Contractor will be commencing on award of the contract. The expected completion date of this project is **October 31, 2019**.

3. LIST OF DRAWINGS

The following Contract Drawings (Project) are included as part of this RFQ:

LIST OF DRAWINGS		
TITLE OF DRAWING	SHEET No.	DATE
Site Plan – Fire Hall No. 15	D-00	Sept. 14/19

**SCHEDULE B
SAMPLE – CONSTRUCTION CONTRACT**

Title: Parking Lot Pavement Rehabilitation - Fire Hall #15

Contract No.: 1220-040-2019-087

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

BETWEEN:

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

(the "**City**")

OF THE FIRST PART

AND:

(Full legal name and address of Contractor)

(the "**Contractor**")

OF THE SECOND PART

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

Parking Lot Pavement Rehabilitation - Fire Hall #15

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

1. DEFINITIONS

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

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

- (c) **“Change”** means an addition to, deletion from or alteration of the Work;
- (d) **“Change Order”** means a Change is approved, the Consultant shall issue a written approval, setting out a description of the Work covered by the Change, the price or method of valuation for the Work, the change in the Contract Price and adjustment, if any, to the Contract Time. The value of the Work performed in a Change shall be included for payment with the certificates for payment;
- (e) **“City”** means the City of Surrey;
- (f) **“Consultant”** is the person or entity engaged by the City and identified as such in the Contract. The Consultant is the Architect, the Engineer or entity licensed to practice in the province of British Columbia. The term Consultant means the Consultant of the Consultant’s authorized representative;
- (g) **“Construction Schedule”** means a construction schedule indicating the planned start and completion dates of the major activities of the Work as set out in Appendix 4;
- (h) **“Contract”** means this Contract as set out and described in the Contract Documents;
- (i) **“Contract Documents”** means this Contract including all schedules and appendices, construction standards, specifications and drawings;
- (j) **“Contract Price”** means the price of the Work as set out Section 4.1 of this Contract;
- (k) **“Contract Time”** means the period of time for the completion of the Work as provided by the Contract Documents;
- (l) **“Contractor”** means the person, firm or corporation identified as such in this Contract and includes the Contractor’s authorized representative as designated to the City in writing;
- (m) **“Contractor’s Representative”** means the person appointed by the Contractor to represent the Contractor for the purposes of this Contract and so notified to the City in writing;
- (n) **“Drawings”** means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details and diagrams;
- (o) **“Extra Work”** has the meaning set out in Section 33;
- (p) **“Overhead”** means all costs associated with management, supervision, insurance, as-built preparation and warranty, administration and supervision at the Place of Work (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long distance charges) courier, permits, insurance and small tools and general office supplies

as required for the performance of the Work.”

- (q) **“Payment Certifier”** is the person or entity identified as such in the Contract responsible for the issuance of certificates of payment;
- (r) **“Place of Work”** means the designated site or location where the Work products are to be finally or permanently constructed or installed;
- (s) **“Project Manager”** is the person or entity engaged by the City and identified as such in the Contract;
- (t) **“Substantial Performance”** is as defined in the lien legislation applicable to the province of British Columbia;
- (u) **“Total Performance”** means the date of the City’s acceptance of the Work in writing as fully performed according to the Contract Documents; and
- (v) **“Work”** means and includes anything and everything required to be done for the fulfillment and completion of this Contract.

2. THE WORK – START/COMPLETION DATES

- 2.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents, including without limitation the scope of work and drawings specified in Appendix 1, 2, and 2-A.
- 2.2 The Contractor will commence the Work on or before <<insert date here>>. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Construction Schedule as set out in Appendix 4 as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **October 31, 2019** subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 2.3 Time shall be of the essence of the Contract.

3. CONTRACT DOCUMENTS

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

- (e) Drawings; and
- (f) all other Contract Documents.

4. CONTRACT PRICE

- 4.1 The Contract Price for the Work shall be the sum of <<insert figures here>> dollars, plus goods and services tax in the amount of <<insert figures here>> dollars, for a total Contract Price of <<insert figures here>> dollars in Canadian funds (the "Contract Price") plus any adjustments approved by the City, including any payments owing on account of Change Orders and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 4.2 For greater certainty, the Contract Price shall be the entire compensation due to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, Overhead, financing, General Conditions and all other costs and expenses whatsoever incurred in performing the Work, even if the Contract Documents does not specifically mention such items. The Contract Price is a firm fixed price.

5. HOLDBACKS

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

6. INVOICING AND PAYMENT

- 6.1 Subject to applicable legislation, including without limitation the holdbacks referred to in above, and the provisions of the Contract Documents, the City shall make payments to the Contractor thirty (30) days after receipt of any invoice from the Contractor.
- 6.2 The Contractor shall submit invoice(s) for payment to the City, based on the completion of each phase of the Work. Any and all Extra Work as approved by the City, should be clearly identified and quantified on a separate invoice(s).
- 6.3 The invoice(s) submitted for the completion of each project phase shall be clearly itemized to the details of the phase completed or the amount of Work performed, the billing rates, show an invoice number, contractor's name, address, telephone number, reference the City's purchase order number or name and location of employee, and in an itemized manner the amount due for each phase completed, tax (if any) and a grand total. The grand total will be subject to holdbacks.
- 6.4 The payment by the City of any monthly or other payment shall not bind the City with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the City has accepted Work that is not in accordance with the requirements of the Contract Documents, or that the Contractor is in any manner released from its obligation to comply with the Contract Documents.
- 6.5 For earlier payment, the Contractor can offer a cash discount.
- 6.6 Payments to Contractors can be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form can be provided to the successful Contractor for completion.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca.

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

- Each Invoice must be sent as a separate attachment
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <<Company name>>_<<Invoice Number>>
- 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.

- 6.7 The City shall not be liable for interest or overdue charges on any invoice.
- 6.8 Unless otherwise provided, all dollar amounts referred to in this Contract are in lawful money of Canada.

- 6.9 If the Contractor 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 Contractor; or
 - (b) the amount required under applicable tax legislation.

7. PERFORMANCE OF THE WORK

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

8. CHANGES

- 8.1 The City may, without invalidating the Contract, change the Work by adding to or deducting from the Work in which event the Construction Schedule will be adjusted.
- 8.2 The Contractor will not proceed with any Change without a written Change Order signed by the City.
- 8.3 The Contractor's Overhead and profit will not be allowed on Change Orders paid for from allowances specified in the Contract.
- 8.4 The value of a change in the Work shall be determined by one or more of the following methods:
- (a) by estimate and acceptance in a lump sum; or
 - (b) by unit prices as set out in the Contract, or subsequently agreed upon; or
 - (c) by actual cost and an allowance for Overhead and profit as follows:
 - 1. Contractor's Overhead and profit on expenditures from cash allowances, shall be included in the Contract Price, except the Contractor is entitled to additional Overhead and profit only on the portion of the change greater than the cash allowance. If the change is less than the cash allowance the Contract Price shall be decreased by the amount of the change without adjustment for the Contractor's Overhead and profit;
 - 2. for changes in the Work not covered by cash allowances:
 - (i) if there is no increase or decrease in the Contract Price the Contractor is not entitled to any Overhead and profit on the change,
 - (ii) if the Contract Price is increased, the Contractor is entitled to an additional:
 - .1 10% Overhead and profit on Work performed directly by the Contractor, and
 - .2 5% on Work performed by the Subcontractor, only on the portion of the increase in the Contract Price, and
 - .3 0% on design services and work performed by the Contractor's consultants;

- (iii) if the Contract Price is decreased by the change the Contractor is not entitled to Overhead and profit on the reduction in the Contract Price;
- 3. the Subcontractor or the sub-subcontractor Overhead and profit shall be 5% of the actual cost of all Subcontractor's or sub-subcontractor's changes in the Work; and
- 4. where the change involves the substitution of one type of Work and/or Product for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to Overhead and profit."

9. SITE CONDITIONS

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

10. DOCUMENTS

- 10.1 The Contractor will keep one copy of the Contract, including the schedules and all Drawings, specifications and shop drawings, at the Place of Work in good order and available for review by the City's Representative, and deliver a complete set to the City upon Substantial Performance of the Work.
- 10.2 The Contractor agrees that the City is hereby granted an unconditional and irrevocable perpetual license to reproduce and use, in whole or in part, and for any purpose or other project or work the City desires, all matters contained in or set out in the Contract including all drawings and specifications and all models furnished by the Contractor, and the Contractor agrees that the license granted by this section comprises the copyright, industrial design, trademark and all other intellectual property therein.

11. TIME

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

12. TAXES AND DUTIES

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

13. BUILDER'S LIENS

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

14. CITY DIRECTIONS

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

15. INSPECTIONS

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

16. USE OF PLACE OF WORK

- 16.1 The Contractor will confine its tools, machinery, equipment and materials to limits as may be established by the City's Representative, acting reasonably.

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

17. PERSONNEL

- 17.1 Superintendent: The Contractor shall employ a competent senior representative at the Place of Work (the "Superintendent") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents. The Contractor shall also employ necessary assistants for the Superintendent and the Superintendent and assistants shall be in attendance at the Place of Work while Work is being performed.
- 17.2 The Superintendent shall represent the Contractor at the Place of Work and instruction given to the Superintendent by the Consultant shall be held to have been given to the Contractor.
- 17.3 If the competence or performance of the Superintendent is not satisfactory to the Consultant then, on written request from the Consultant, the Contractor shall provide a satisfactory replacement. The Contractor shall not change the Superintendent without the consent of the Consultant, such consent not to be unreasonably withheld.
- 17.4 Workers: The Contractor shall maintain good order and discipline among the Contractor's employees and the subcontractors engaged in the Work. The Contractor shall not employ,

or permit subcontractors to employ, workers who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work in compliance with the Construction Schedule.

18. CODES AND REGULATIONS

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

19. CONTRACTOR'S WARRANTY

19.1 The Contractor represents, warrants and guarantees to the City that:

- (a) the Work will, in all respects, be constructed in a good and workmanlike manner;
- (b) the Work will be constructed in accordance with all applicable laws in effect at the date of the Contract and in accordance with the best current and prevailing industry practices;
- (c) the Work will be supplied, procured, fabricated, installed, constructed and completed in accordance with all requirements of the Contract;
- (d) all Work will be free from defects or deficiencies arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship;
- (e) the Work as constructed will be fit for the purpose intended;
- (f) title to all Work and all parts thereof shall be free and clear of all liens, charges, encumbrances and adverse claims whatsoever; and
- (g) no part of the Work shall constitute an infringement of any patent, trademark, copyright or other proprietary interest.

19.2 The Contractor agrees to correct any deficiency in the Work arising from faulty construction, faulty material, faulty equipment, faulty installation or faulty workmanship, which appear:

- (a) in the case of any roof, in the period of five (5) years after Substantial Performance of the Work;
- (b) for other Work, excluding Work covered by a warranty greater than twelve (12) months, in the period of twelve (12) months after the date of Substantial Performance of the Work; and
- (c) for other Work in the period of any warranties.

19.3 The Contractor shall undertake all repairs or replacements at times that will minimize interference with the City's operations.

19.4 Nothing contained herein limits the rights of the City in relation to recovery for latent deficiencies in the Work or otherwise limits the rights of the City at law or in equity.

19.5 The Contractor shall not be relieved of its warranty obligations by reason of inspection, testing or acceptance of the Work or any portion thereof, or the issuance of a Certification of Completion, or a Certificate of Total Performance, or payment to the Contractor of any money under the Contract.

20. WAIVERS

20.1 The Contractor's application for the Certification of Completion shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract to the date of Substantial Performance. This waiver shall include without limitation those that

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

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

21. SUBSTANTIAL PERFORMANCE

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

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

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

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

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

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

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

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

22. TOTAL PERFORMANCE

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

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

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

23. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

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

23.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets

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

- 23.4 Without limiting the generality of any other indemnities granted by the Contractor in this Contract, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 23.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 23.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 23.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

24. INSURANCE

- 24.1 The Contractor will obtain and carry, in forms and with insurers satisfactory to the City:
- (a) commercial general liability insurance in a wrap up form with a limit of five million (\$5,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property;
 - (b) the insurance shall include the Contractor, the City, the project manager, all contractors, subcontractors, suppliers and tradesmen contributing to the Work;
 - (c) the insurance shall preclude subrogation claims by the insurer against anyone insured hereunder;
 - (d) the insurance shall include coverage for:
 - broad form products and completed operations,
 - City's and contractor's protective liability,
 - contractor's contingent liability,
 - blanket written contractual,
 - contingent employer's liability,
 - personal injury liability,

- non-owned automobile,
- cross liability,
- employees as additional insured's, and
- broad form property damage;

and where such further risk exists:

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

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

24.3 The Contractor acknowledges that any requirement or advice by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.

24.4 If requested to do so, the Contractor will provide the City with a copy of insurance policies relating to the Work.

25. INDEMNIFICATION

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

25.2 The City shall indemnify and hold harmless the Contractor, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

26. DEFECTIVE WORK

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

27. DEFAULT

27.1 If the Contractor:

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

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

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

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

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

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

28. CORRECTION BY CITY

28.1 In addition to the right of termination, if the Contractor fails to comply with a provision of the Contract, including failure to remove and replace Defective Work, the City may, without

prejudice to any other remedy it may have, correct such default and charge the Contractor the full cost of correcting the default.

29. DISPUTE RESOLUTION

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

Negotiation

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

Mediation

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

Litigation

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

30. ASSIGNMENT AND SUBCONTRACTS

- 30.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to Work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them. The Contractor agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements entered into with subcontractors.
- 30.2 The Contractor agrees to employ those subcontractors proposed by in writing and accepted by the City at the signing of the Contract. The Contractor shall not, without the written consent of the City, change a subcontractor who has been engaged in accordance with the Contract.

- 30.3 The City may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontract tenderers.
- 30.4 In the event that the City requires a Change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change.
- 30.5 The Contractor shall not be required to employ as a subcontractor a person or firm to whom he may reasonably object.
- 30.6 The Contractor may, upon reasonable request and at its discretion, provide to a subcontractor information as to the percentage or quantity of the subcontractor's work which has been certified for payment.
- 30.7 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the City.

31. NOTICES

31.1 Any notice, report or other document that either party may be required or may wish to give to the other 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 it by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City: City of Surrey – Planning & Development Department
13450 – 104 Avenue, Surrey, BC, V3T 1V8

Attention: Tullio Fontana, Project Coordinator
Business Email: TFontana@surrey.ca

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

Attention: [Insert Contractor contact name], [Insert title]
Business Email: [Insert]

(c) The Consultant (Payment Certifier):
IRC Building Sciences Group
250 – 21900 Westminster Highway
Richmond, BC, V6V 0A8

Attention: Ahmed Mohammed
Structural & Building Science Engineering Manager
Business Email: amohammed@ircgroup.com

32. FORCE MAJEURE

32.1 Each party will be excused from performance under this Contract for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this

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

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

33. EXTRA WORK

- 33.1 The City may invite the Contractor to perform Extra Work as part of this Contract by issuing a Contemplated Change Order for the Extra Work.
- 33.2 It is a condition of a Contract that the City is not obligated at any time to make a request to the Contractor to perform Extra Work. The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform any Extra Work that is required to be performed and the Contractor and its subcontractors, if any, shall cooperate fully with other independent contractor(s) retained by the City to perform and/or complete any Extra Work and shall so carry on their work that other cooperating contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.
- 33.3 The Contractor is under no obligation to accept an invitation to perform Extra Work and the City is under no obligation to offer work that might be undertaken by the Contractor as Extra Work.
- 33.4 If the City issues a Contemplated Change Order for Extra Work, the Contractor shall promptly either decline the opportunity to perform the Extra Work, or respond with a Quotation.
- 33.5 The City is under no obligation to accept the Contractor's Quotation for Extra Work and may elect to have the Extra Work performed by others.
- 33.6 In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as Extra Work without first receiving a written Change Order approving the work as Extra Work.

34. LIQUIDATED DAMAGES FOR LATE COMPLETION

- 34.1 If the Contractor fails to meet the milestone date for Substantial Performance as set out in this Contract as may be adjusted pursuant to the provisions of the Contract Documents, then the City may deduct from any monies owing to the Contractor for the Work:
- (a) as a genuine pre-estimate of the City's increased costs for the Consultant and the City's own staff caused by such delay an amount of \$250.00 per day or pro rata portion for each calendar day that actual substantial performance is achieved after the Substantial Performance milestone date; plus
 - (b) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the City as a direct result of such delay.
- 34.2 If the monies owing to the Contractor are less than the total amount owing by the Contractor to the City under (a) and (b) above then any shortfall shall immediately, upon written notice from the City, and upon Substantial Performance, be due and owing by the Contractor to the City.

35. NON ROAD DIESEL ENGINE EMISSION REGULATION

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

The City may, at its discretion, give preference to equipment that meets higher emission standards.

Contact Metro Vancouver staff at 604-451-6655, visit www.metrovancouver.org/nonroaddiesel or email nonroaddiesel@metrovancouver.org for more information about the Bylaw, the rebate program, and for assistance with the registration process.

36. GENERAL

- 36.1 The Contract contains the entire agreement between the City and the Contractor and may not be amended except in writing and signed by both parties.
- 36.2 All schedules and appendices attached to the Contract will be read and construed as forming part of the Contract.
- 36.3 The Contract will be interpreted in accordance with the laws of the Province of British Columbia.

- 36.4 The headings are included in the Contract for convenience only and will not be referred to in interpreting the Contract.
- 36.5 No consent or waiver by either party to or of any breach or default by the other under the Contract will be effective unless in writing, nor will such consent or waiver be relied on as consent to or waiver of any other breach or default of the same or any other obligation.
- 36.6 Each party will, at its own expense, execute and deliver all such further agreements and documents and do such acts and things as may be reasonably required to give effect to the Contract.

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

CITY OF SURREY

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

<<INSERT FULL LEGAL NAME OF CONTRACTOR>>

by its authorized signatory(ies):

Insert Name of Person Signing

Insert Name of Person Signing

Insert Title of Person Signing

Insert Title of Person Signing

SCHEDULE B – APPENDIX 1 SPECIAL PROVISIONS

S.P.1 Definitions

In these Special Provisions, unless the context otherwise requires,

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

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

S.P.2 Scope of Work

The Work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of pavement and renovation of Parking Lot Pavement Rehabilitation - Fire Hall #15, located at 18915 64 Avenue, Surrey, BC V3S 8E7 (the “Place of Work”) in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract.

The Work consists of but is not necessarily limited to the following:

- Re/Re of paved areas including line painting, in one (1) phase.

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

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

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

S.P.3 Consultant

The Consultant IRC Building Sciences Group, 250 – 21900 Westminster Highway, Richmond, BC, V6V 0A8. Telephone: (604) 295-8070 Fax: (604) 279-9644 E-mail: amohammed@ircgroup.com, represented by: Ahmed Mohammed, Structural & Building Science Engineering Manager will be the City’s representative during the performance of the Work until the Work is complete. The Consultant will advise and consult with the City. The City’s instruction(s) to the Contractor may be forwarded through the Consultant.

The Consultant may periodically visit the Work site(s) to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the Work is proceeding in accordance with the Contract Documents.

S.P.4 Payment Certifier

The Payment Certifier is IRC Building Sciences Group, 250 – 21900 Westminster Highway, Richmond, BC, V6V 0A8. Telephone: (604) 295-8070 Fax: (604) 279-9644 E-mail: amohammed@ircgroup.com, represented by: Ahmed Mohammed, Structural & Building Science Engineering Manager.

S.P.5 Project Manager

The Project Manager is City of Surrey, 13450 014 Avenue, Surrey, BC, V3T 1V8 Telephone: (604) 592-7056 E-mail: TFontana@surrey.ca, represented by: Tullio Fontana, Project Coordinator.

S.P.6 Schedule of Prices

This Contract is a combination of unit prices and lump sums.

Any Work item that is not implicitly described, or inferred, as being included in any regular item or optional item in the Schedule of Prices shall be included in the lump sum price proposed for 'Miscellaneous Work'.

For unit price items, the number of units for each item (i.e., quantities) as listed in the Schedule of Prices has been estimated. Actual quantities will vary. Payment will be made based on the measurement of the actual quantity of Work incorporated into the Contract.

The unit prices for each item will be applicable regardless of the variation in the actual quantity as compared to the estimated quantity. No adjustment to the unit price will be considered as a result of such variation.

S.P.7 Coordination

The Contractor will be responsible for coordinating with other contractors City forces, outside agencies and others as required throughout the Contract. While it is not an all-inclusive list of potential coordination requirements, the following list of known activities that the Contractor should be aware of when planning for coordination:

Other contractors

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

"NONE".

S.P.8 Availability of Place of Work

The Place of Work is available for the immediate commencement of the Work. The Contractor will schedule the Work accordingly.

S.P.9 Quality Assurance

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

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

S.P.10 Job Conditions

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

S.P.11 Environmental Protection

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

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

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

The Contractor will be responsible to establish and submit a waste disposal plan to the City for review prior to commencing the Work.

S.P.12 Safety

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

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

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

S.P.13 Traffic Management

The Contractor shall comply with all the requirements of applicable laws, rules, regulations, codes and orders of the City and other appropriate authorities concerned with work on streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. All costs involved in respect to the above requirements will be deemed to be included in the Total Quotation Price.

S.P.14 Construction Access and Traffic Maintenance

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

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

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

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

The Contractor shall:

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

S.P.15 Proposed Substitutions

Acceptance of material specifications that are an equal or higher level of quality compared to the material specified will not be unreasonably withheld. Quotations for equipment substitutions to be made as separate line items and as additive or deductive alternates to the base equipment bid.

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

S.P.16 Manuals

Installation and Operator's manuals should accompany equipment delivered. Electrical, mechanical, and plumbing booklets should be provided to the City, as per the specifications.

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

S.P.17 Hours of Work

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

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

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

S.P.18 Damage

The Contractor will be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy the Works as a result of any negligent act or omission, or misconduct in the performance of the Works and its subcontractor's Work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom unless such loss,

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

S.P.19 Worksite Conduct

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

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

S.P.20 Cleanliness and Disposal of Unwanted Materials

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

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

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

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

S.P.21 Accidents; Equipment Safety

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

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

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

S.P.22 Permits and Fees

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

S.P.23 Final Completion and Payment

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

S.P.24 Workmanship

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

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

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

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

The following Supplementary Specifications (Project) are required for the project and form part of this RFQ:

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01 29 00 – Payment Procedures	2
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Division – 32 Exterior Improvements

32 00 00 – Asphalt Paving 2
) MMCD 32 11 16.1S
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Drawings

Site Plan D-00

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PART 1 - GENERAL

1.1 DEFINITIONS

- .1 "Contractor", or pronoun in place thereof, means individual, group, corporation identified in Agreement that has undertaken to perform Work.
- .2 "Day" means calendar day. "Working day" means days other than Saturdays, Sundays, and holidays which are observed by construction industry at Place of Work.
- .3 "Consultant" means IRC Building Sciences Group, entity engaged by Owner to prepare Contract Documents and provide administration of Contract.
- .4 "Owner" means City of Surrey – Operations and Maintenance Civic Facilities., person or entity identified as such in Agreement.
- .5 "Owner's Representative" means authorized individual or group, other than Consultant, acting on behalf of Owner.
- .6 "Place of Work" means designated location or site where contracted work is to be performed.
- .7 "Sub-Contractor" includes any person, firm, or corporation having a contract for execution of a part or parts of Work included in Contract, or a person, firm, or corporation furnishing material called for in Contract and worked to a special design according to Contract Documents but does not include one who merely furnishes materials not so worked.
- .8 "Work" includes, subject only to any express stipulations in Contract to contrary, everything that is necessary to be done, furnished, or delivered by Contractor and by those for whom he is responsible, to completely perform Work of Contract.

1.2 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy of following:
 - .1 Specifications and Drawings,
 - .2 Addenda,
 - .3 Approved Work Schedule,
 - .4 Applicable Construction Permits,
 - .5 Change Orders and Change Directives,
 - .6 Supplementary Instructions or Field Orders,
 - .7 Other modifications to Contract,
 - .8 Field Observations and Testing Reports.

1.3 OWNERSHIP OF DRAWINGS AND MODELS

- .1 All Drawings, Specifications and copies thereof and all models furnished by Consultant are and to remain property of Consultant, and are not to be used on other work. If Consultant so requests, all such Drawings, Specifications and models, except for signed Contract set of Drawings and Specifications, to be returned upon completion of work.

1.4 FEES, TAXES, PERMITS AND CERTIFICATES

- .1 Pay applicable Federal, Provincial, and Municipal taxes.
- .2 Provide authorities having jurisdiction with information when and as requested.
- .3 Pay fees and obtain certificates and permits including building permit.
- .4 Furnish certificates and permits when requested.

1.5 SAMPLES

- .1 Submit samples for review, in duplicate unless specified otherwise, as requested in respective specification Sections.
- .2 Identify name of manufacturer and product.
- .3 Deliver samples pre-paid to Owner.
- .4 Notify Owner in writing at time of submission of Quotation in samples from requirements set forth in Contract Documents.
- .5 Adjustments of samples made by Consultant are not intended to change contract price or Schedule. If adjustments affect value of work, state in writing to Consultant prior to proceeding with performance of work.
- .6 Make changes in and to samples as requested by Consultant, consistent with Contract Documents.
- .7 Installed work to match reviewed and approved samples.

1.6 WORK SCHEDULE

- .1 Provide initial schedule within seven (7) working days after Award of Contract, unless specified otherwise, showing anticipated progress stages and final completion of work.
- .2 Interim review of work progress based on work schedule will be conducted as decided by Consultant and schedule updated by Contractor in conjunction with and to approval of Consultant.
- .3 Coordinate all schedules with Owner's Representative and/or Consultant to suit Owner's occupancy and usage requirements.

1.7 WORKERS' COMPENSATION INSURANCE

- .1 Provide evidence of compliance with requirements of Province for Place of Work regarding Workers' Compensation Insurance including payments due thereunder, prior to commencing Work and prior to receiving payment on Substantial and Total Performance of Work.
- .2 Provide evidence of compliance and Sub Contractors' compliance, at any time during term of Contract, when requested by Owner or Consultant.

1.8 CONTRACTOR'S USE OF SITE

- .1 This is an occupied site and normal operations must be maintained during performance of work. Take proper care to avoid unnecessary noise, clatter or obstruction in corridors, walkways, sidewalks, and roadways. Do not interfere with use or safe passage to and from building and adjacent public sidewalks and roads. Do not unreasonably encumber site with materials or

- equipment. Where excessive noise or obstruction is in certain instances unavoidable, advise Owner Representative ahead of time and make suitable arrangements. Contractor to review Section 07521, Item 1.11.4 in its entirety.
- .2 Hours of Work:
- .1 Perform Work between 7:00 AM and 6:00 PM, Monday through Friday, unless otherwise approved by Owner.
 - .2 Follow municipal or provincial bylaws.
 - .3 **Working times must be coordinated with Owner's Representative prior to commencement of work.**
- .3 Designated Parking & Office:
- .1 Site office and parking will be provided on site, unless specified otherwise in the RFQ, at a location acceptable to Owner's Representative. Provide and pay for additional parking, if required.
- .4 Access:
- .1 Access and egress from work site to be as per prescribed and designated routes only. Provide and arrange for traffic control where necessary for delivery of materials, removal of garbage, etc. as required by Owner's Representative and as required by laws, ordinances, rules and regulations relating to Place of Work.
 - .2 Ensure that privileges presently accruing to adjacent properties are maintained.
 - .3 Do not transport materials through building without prior approval from Owner's Representative. Access to building and elevators, storage space for material and tools will be as specified by Owner's Representative.
- .5 Storage:
- .1 Use of site for storage of materials and equipment will be at a location acceptable to Owner's Representative. Location of site storage provision for removal of debris must be coordinated with Owner and Consultant in advance. Obtain and pay for use of additional storage of work areas needed for operations.
 - .2 Do not store materials or use trucks, cranes, hoists or other equipment in a manner which would load existing building structure beyond its design capacity.
 - .3 Provide adequate weather tight sheds or trailers for storage of materials, tools, and equipment which are subject to damage by weather.
 - .4 Move stored products or equipment which interfere with operations of Owner or other Contractors.
- .6 Sanitary Facilities:
- .1 Provide on-site washroom facilities on ground level only. Contractor will not have access to building washroom facilities.
 - .2 Maintain Contractor's facilities in good and clean working condition.
 - .3 Workers will not be permitted to use any other sanitary facilities, intended for use of public or building personnel.

.7 Signage:

- .1 No signs or advertisements other than warning signs are permitted on site unless approved by Owner's Representative or Consultant.

1.9 COORDINATION AND COOPERATION

- .1 Coordinate all construction work with Owner's Representative and Consultant to obtain access to work site areas.
- .2 Coordinate all construction work with Sub-Contractors when work is related.
- .3 Adhere to approved project schedule as closely as possible so that proper pre-arranged access can be arranged.
- .4 Execute work with minimum disturbance to occupants, public and normal use of site and building.
- .5 Maintain access to building and exits.
- .6 Where security has been reduced by work of contract, provide temporary means to maintain security.

1.10 CODES AND STANDARDS

- .1 Perform work to meet or exceed:
 - .1 Rules and regulations of all Authorities having jurisdiction at Place of Work.
 - .2 Federal regulations, latest edition including all amendments up to project date:
 - .1 Fire Commissioners of Canada, FC 301, Standard for Construction Operations.
 - .2 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
 - .3 Provincial regulations, latest edition including all amendments up to project date:
 - .1 Provincial or National Building Code for Place of Work.
 - .2 Provincial Occupational Health and Safety Act.

1.11 PROJECT MEETINGS

- .1 Hold project meetings as requested by Owner's Representative and/or Consultant.
- .2 Notify all concerned parties of meetings.
- .3 Record meetings and distribute to all parties within 3 days of meeting. Include in minutes all significant proceedings, decisions and identify action by appropriate party.

1.12 SETTING OUT OF WORK

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate Consultant's observation of work.

1.13 EXISTING SERVICES

- .1 Prior to commencing any excavation work, notify the Owner and utility authorities, establish location and state of use of buried services. Clearly mark such locations to prevent disturbance during work.
- .2 Provide 48 hours notice and submit schedule to, and obtain approval from, Owner's Representative and Consultant for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.
- .3 Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities encountered. Where unknown services are encountered, immediately advise Owner's Representative and Consultant and confirm findings in writing.
- .4 Record locations of maintained, re-routed and abandoned service lines.

1.14 PERFORMANCE OF WORK

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises, roadways, parking areas, sidewalks, alleys, or passageways. Arrange with Consultant to facilitate execution of work.
- .2 The Contractor will maintain heavy vehicle construction traffic control during the period of the contract. All heavy vehicles will be restricted to the heavy duty roadways surrounding the site and shall be brought onto light duty parking area pavements only when absolutely necessary. The heavy vehicles shall proceed onto the light duty pavement taking the shortest route possible to their destination and leave by the same general route. All turning by heavy vehicles will be done so at the maximum possible turning radius.
- .3 Provide all protection necessary or as required by local by-laws including but not limited to: hoarding, covered walkways, guard rails, barriers, night lights, sidewalk or curb protection and warning notices in locations where renovation and alteration work is adjacent to areas used by building occupants or public.
- .4 Take all necessary precautions to keep the dust, and dirt to an acceptable level as directed by Owner's Representative and Consultant. The Contractor shall also comply with the laws, ordinances, rules and regulations relating to the work in connection with the above.
- .5 Where work is performed adjacent to air intakes, Owner's Representative and Consultant must be notified so that appropriate measures can be taken.
- .6 Protect exterior surfaces of the building and grounds from debris and damage.
- .7 Protect adjacent property and buildings against damage which may occur as a result of the work. Make good, to the satisfaction of the Owner's Representative and Consultant, any damage resulting from the work of this Contract.

1.15 ADDITIONAL DRAWINGS

- .1 Consultant may furnish additional drawings to assist proper execution of work. These drawings to be issued for clarification only. Such drawings to have same meaning and intent as if they were included with plans referred to in Contract documents.
- .2 Perform Work in accordance with such additional instructions. Contractor to do no additional work without written instructions from Consultant.

1.16 WASTE DISPOSAL

- .1 Provide for storage and removal of garbage as a result of work and obtain approval of storage location(s) from Owner's Representative and Consultant prior to commencement of work.
- .2 Disposal of debris and garbage to be on a daily basis with minimum disturbance to Owner and occupants.

1.17 QUALITY CONTROL

- .1 Provide Consultant with date each phase of work will begin, 48 hours before commencing work.
- .2 Quality Assurance Observations to be performed by IRC Building Sciences Group Inc. Provide assistance required for observation and testing of work.
- .3 Copies of observation and testing reports to be issued to Contractor and Owner.
- .4 Contractor to cooperate with Consultant to facilitate observation and documentation of existing substrate and details throughout demolition work.
- .5 Correct defects and irregularities of performed work at no additional cost to Owner.
- .6 When initial tests and observations reveal work not to contract requirements, Contractor to pay for additional tests and observations required by Consultant for correction of work.

1.18 PROTECTION AND RESTITUTION

- .1 Provide all required hoisting equipment for the removal of debris and for the movement and placing of materials and equipment during construction. Debris chutes shall be totally enclosed and inclined, with watering down facilities as necessary to control dust, fire hazards, and nuisance factors. Exercise extreme care in disposal of wash water. The Contractor will protect all work from damage from any cause. The Contractor is responsible for any damage caused to others or their equipment.
- .2 The Contractor will replace damaged work at no cost to the Owner. Any damage caused by the hoisting equipment or the operator shall be made good to the satisfaction of the Owner's Representative and Consultant.
- .3 The Contractor will protect all underground services on this site as well as curbing, grass, trees, landscaping and poles or wires located on this or adjoining properties. The Contractor is solely responsible for obtaining all service clearances prior to any excavation. The construction drawings and specifications for the site must not be used for locating any services. Provide and maintain temporary ladders required to perform the work. Ladders shall be strongly constructed and shall comply with all requirements of safety authorities having jurisdiction over the work. All ladders shall be secured and used only by methods approved by the Authorities.
- .4 The Contractor will make good at his own expense any damage to the items identified in Section .3 to the satisfaction of the Owner.
- .5 The Contractor will repair all damage immediately. If the repairs are not completed within a reasonable length of time, the Owner may, at his discretion, serve the Contractor with written notice to complete the repairs. If the repairs have not been completed within 24 hours of the delivery of the written notice the Owner may engage an outside contractor to complete the repairs. The Contractor will allow the repairs to the damage and will not interfere in any manner with the repairs. The Contractor will be responsible for the cost of all damage repairs including the cost and overhead of the Consultant related to the rectification of the damage.

- .6 It must be noted that the construction equipment will likely be the heaviest loading that the existing pavement will be subjected to, and therefore, caution must be taken to prevent damage to the existing pavement during all rehabilitation operations.
- .7 If at any time, in the opinion of the Owner, damage is being done or is likely to be done to any roadway or other pavements at the site, including such sections which are part of the rehabilitation work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall on the direction of the Owner and at the Contractor's expense, make immediate changes in or substitutions for such vehicles or other equipment in order to remove the cause of such damage to the satisfaction of the Owner, and at no extra cost to the Owner.

1.19 ON-SITE CONSTRUCTION FOREMAN OR SUPERINTENDENT

- .1 The Contractor shall have on-site a full time construction foreman or superintendent to direct and supervise the work, arrange traffic control and ensure compliance with the Contract.
- .2 The position of site superintendent or construction foreman may not be delegated to a Sub Contractor without the prior consent of the Owner's Representative. The work may be halted, and the Contractor will be liable for any extra site review and testing costs, if delays occur because of insufficient supervision.
- .3 If the site superintendent or foreman is changed, written confirmation is to be sent to the Consultant and Owner's Representative.

1.20 TEMPORARY FACILITIES AND SERVICES

- .1 Provide and maintain temporary facilities to carry out work.
- .2 Provide and maintain sanitary facilities to be used by Contractor's forces.
- .3 Remove temporary facilities and services on completion of work.

1.21 LOCATION OF EQUIPMENT AND FIXTURES

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Consultant of impeding installation and obtain approval for actual location.
- .4 Submit field drawings to indicate relative position of various services and equipment when required by Consultant.

1.22 FIRE PREVENTION

- .1 No open burning to be permitted within any construction at site.
- .2 Provide and maintain temporary fire protection equipment during performance of work required by insurance companies having jurisdiction and governing codes, regulations and bylaws. Provide a 20 lb. dry chemical fire extinguisher fully charged and in operable condition at every location where open flames are used.
- .3 Keep site free of waste materials, rubbish and debris.

1.23 SMOKING ENVIRONMENT

- .1 Comply with smoking restrictions at work site.

1.24 OCCUPATIONAL HEALTH AND SAFETY

- .1 Conform to safe work practices in accordance with regulations and authorities having jurisdiction.
- .2 Promptly report to the Owner's Representative and Consultant all accidents or if any claim is made against Contractor or Sub Contractor on account of accident.
- .3 Provide at site, equipment to supply first aid.
- .4 Enforce proper work methods and act immediately on directions regarding safety and work practices given by authorities having jurisdiction or Owner, at no additional cost to Owner.
- .5 Failure to comply with verbal or written instructions or orders from Ministry of Labour inspector or other authorities as well as Owner or Consultant regarding safe work practices or provision of specified requirements under Act to be considered non-compliance with Contract.
- .6 Maintain on-site a copy of latest edition of Occupational Health and Safety Act and Regulations for Construction Projects.
- .7 Ensure that all personnel are adequately equipped to comply with safety regulations and that sufficient safety equipment is available.

1.25 TEMPORARY POWER AND WATER

- .1 Coordinate with Consultant and Owner's Representative for use of temporary power and water supply.
- .2 Provide any necessary special wiring for lights, equipment, etc.
- .3 Temporary power distribution wiring to comply with provincial Hydro Electrical Safety Code. Obtain inspection certificates for temporary electrical work from local authorities.

1.26 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

- .1 Contractor to be familiar with WHMIS regulations and be responsible for compliance.
- .2 Controlled products to be properly labeled.
- .3 Provide proper warning labels and training at workplace.
- .4 Provide copies of material safety data sheets (MSDS) for any controlled product in workplace.
- .5 Be responsible for all other requirements of regulations as applicable to Employers.
- .6 Contractor shall, before commencing work, provide the Owner's Representative with a proposal as to how hazardous materials will be stored and dispensed on-site. Specifically outline measures to be taken to prevent damage or injury in event of an accidental spill.

1.27 CLEANING

- .1 Maintain project free of accumulated waste and rubbish. Disposal of debris and garbage to be on a per shift basis with minimum disturbance to Owner and tenants. Under no circumstances shall debris be allowed to accumulate on-site.

- .2 Final cleaning:
 - .1 Remove temporary protection.
 - .2 Remove dust, dirt and foreign matter from surfaces.
 - .3 Broom clean paved exterior surfaces.
- .3 Contractor's parking areas, storage areas, and access routes between work areas and aforementioned areas to be as defined by Owner's Representative and be strictly adhered to.
- .4 At end of project, landscaping to be repaired to match pre-existing conditions to satisfaction of Owner's Representative and Consultant.

1.28 INSPECTION TESTING AND MIX DESIGNS

- .1 Where required by the Owner, the Contractor shall supply copies of tests of all materials to be used in the completion of the Contract, indicating that the materials conform to the Specifications. The testing shall be conducted by a Canadian Testing Association approved testing company at the Contractor's expense.
- .2 Upon request a copy of the proposed Asphalt Concrete mix design(s) shall be supplied to the Consultant prior to the start of placement. Under no circumstances will any Asphalt concrete be placed until the proposed mix design(s) are accepted for use.
- .3 Quality control tests on the Works such as concrete and compaction tests, asphalt extraction tests, etc., will be carried out by the testing company representative. Any retesting to verify the quality of the work or previous test results shall be carried out at the expense of the Contractor. The Contractor shall co-operate with the engineer on site and provide access to shop, plant or site areas where work is to be inspected.

1.29 LINES LEVELS AND GRADES

- .1 The Contractor shall employ at his own expense a qualified person or persons who shall establish all necessary lines, elevations and grades, and shall erect required batter boards and sight lines. The latter shall be placed so as to be undisturbed during excavation operations, and subsequent construction.
- .2 The Contractor shall be responsible for the accuracy of all lines and levels and of the work as built in accordance therewith. For further certainty, the Contractor must ensure that all new paved areas are positively drained and that no excessive ponds form.
- .3 The engineer may at any time, check the lines, elevations, grades, and reference marks, batter boards, etc., set by the person employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, grades, reference marks, batter boards, etc. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work. The Contractor's surveyor shall provide grade sheets to the engineer on site during construction upon request.

END OF SECTION – 01 00 00

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PART 1 - GENERAL

1.1 DESCRIPTION

- .1 Contractor to provide all labour, equipment, and materials necessary to perform to completion Work as described in these Contract Documents for:
 - .1 2019 Paving Rehabilitation Program on designated paving areas at Fire Hall No.15 located at 18915 – 64 Ave., Surrey, BC, V3S 8E7.
- .2 Contract Documents to be reviewed in their entirety with all sections, including Division 1- General Requirements, to be considered interrelated and form part of this section.

1.2 PROJECT SCHEDULE

- .1 Contractor to mobilize his forces and trades to commence work on site as soon as possible after Award of Contract, weather permitting and in collaboration with the Owner regarding road/parking closures.
- .2 Substantial Completion of Work to be completed by a specified date; to be announced later in consultation with Contractor.

1.1 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND WORKSITE

- .1 Carefully examine and study all RFQ requirements together with existing site conditions and any other necessary data or conditions that may affect performance of Work in order to determine full extent of Work.
 - .1 Under no circumstances will any claims be allowed against the Owner resulting from the failure of the Contractor to ascertain full extent of Work herein described, specified, or implied.
- .2 Contractor to verify to own satisfaction that existing site conditions, paving components, and measurements are accurately reported in RFQ requirements. Obtain or check all measurements and dimensions at worksite as may be necessary and required for performance of Work.
- .3 Promptly report in writing any discrepancies, errors, conflicts, or omissions to the Owner when discovered and prior to submitting a Quotation.
 - .1 Drawings, specifications, and schedules are complementary to each other; what is called for by one to be binding as if called for by all.
 - .2 Should any discrepancy appear between documents leaving doubt as to intent or meaning, most stringent requirement shall govern unless directed otherwise in writing by the Owner and/or Consultant.
- .4 Quotation to be based on products, equipment, and/or suppliers named and identified as approved or accepted in technical specifications and drawings.
 - .1 Contract Documents constitute acceptable paving installations.
 - .2 No deviation from specifications, drawings, or approved shop drawings allowed without prior written approval by the Owner, and if applicable by Manufacturer.
- .5 Unless specifically identified in RFQ requirements, any hazardous materials encountered during Work that requires specialized handling and incurs additional cost to be added to Contract Price.

- .6 Weather conditions are considered incidental to Work and will not be considered additional to Quotation Price.

1.2 OWNER OCCUPANCY

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .2 As an emergency response facility, egress for people and emergency response vehicles MUST be maintained at all times. Coordinate all work with Owner occupants to ensure that operations are not disrupted.
- .3 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.3 CONTRACTOR USE OF PREMISES

- .1 Contractor to limit use of premises for Work, for storage and access.
- .2 Coordinate use of premises under direction of Owner and Consultant.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

1.4 GENERAL SITE REQUIREMENTS

- .1 Temporary Barriers, enclosures and signage will be highly enforced given use of property.
- .2 Contractor to ensure safety and proper execution of public routing; ensuring temporary access to fire exists if and when they are affected as part of Work.
- .3 Obtain Construction/Building Permit and sidewalk/roadway occupation permits as required by local municipality.
- .4 Determine nature and extent of all site services above and below grade prior to commencement of Work.
- .5 Coordination of trades will be responsibility of Contractor to ensure work is completed as soon as possible. Provide winter protection and heating as required to perform Work if required and as specified.
- .6 No public access to Work area to be allowed. Ensure access to fire exits are maintained and hoarded through Work area. Pedestrian access along sidewalks must be maintained as per Owner's requirements. No areas of access to or around building are to be restricted without approval of Owner.
- .7 Install temporary protection at all locations of Work, as required to ensure safe, clean, orderly removal and disposal work, and to provide protection for all interior and exterior building components, vehicles, pedestrians and occupants.
- .8 Install temporary protection for all materials and building components, which have been exposed during demolition/removals as specified.
- .9 Dispose of all materials at landfill site authorized by authorities having jurisdiction.

1.5 SCOPE OF WORK

- .1 The cost related to mobilization/demobilization of all tools, materials, and labour required to perform the work as outlined in the specifications. Specifically, it is expected that the Contractor will:
 - .1 Go beyond the minimum to ensure the safety and proper execution of public routing; ensuring temporary access to fire exits if and when they are affected as part of the work.
 - .2 Ensure access for emergency response vehicles is maintained 24/7.
 - .3 Coordinate all trades to ensure the work is completed as soon as possible.
 - .4 Perform all work according to all Ministry of Labour requirements.
 - .5 Install temporary protection at all locations of work, as required to ensure safe, clean, orderly removal and disposal work and to provide protection for all property, building components, vehicles, pedestrians and occupants.
 - .6 Obtain all service and utility locates for private and public services prior to any excavations.
 - .7 Contractor to establish the elevations paved surfaces (using laser and other level equipment's) and work in conjunction with the drawings to slope new asphalt towards the drains.
 - .8 Dispose of all materials at landfill site authorized by authorities having jurisdiction.
 - .9 Accept that weather conditions are considered incidental to the Work and will not be considered additional to Bid Price.
 - .10 Relocate existing used wheel stops on the site as per the direction of the Consultant.
 - .11 Maintain safe access to all store entrances at all times.
 - .12 All work to be done in one phase. The main entrance for the fire trucks will be used by the facility during the paving work. Contractor to take necessary steps to ensure continued operation of the facility during work. Storage and Construction vehicle access to the front entrance will not be allowed.
 - .13 Perform daily and final clean-up of the Work area and surrounding areas of the site.
 - .14 Include for reinstating the site to its original condition or better with the approval of the Owner prior to demobilization.
- .2 An allowance is provided for obtaining third party quality assurance testing of all materials placed on site. The allowance is to include for the preparation of a report detailing testing which will be submitted to the Consultant. Costs for this item will be reimbursed at actual cost upon submission of third party's invoice(s) in accordance with the payment submittal procedures. Additional profit and overhead will not be paid for testing.
- .3 The cost to remove the existing asphalt pavement, 100 mm in thickness in accordance with MMCD Section 32, at the direction of the Consultant and as delineated in Drawing D-00. Specifically:
 - .1 Mill/excavate/remove the full thickness of the existing asphalt pavement and dispose of at an approved site. Site measure and confirm the area to be removed prior to starting work.

- .2 Dress the existing surface, proof-roll, re-grade, and compact granular material, as directed by Consultant.
- .4 The cost to excavate and properly dispose of contaminated or inadequate base and/or subbase and/or subgrade at the direction of the Consultant, and to supply and reinstate with new granular material in accordance with MMCD Section 32. The work performed under this item will be paid in square meters (m²). Specifically:
 - .1 Once the asphalt has been removed and the base material exposed, all areas are to be proof rolled at the direction of the Consultant. Any visibly of soft areas would be considered contaminated or of inadequate base, subbase and/or subgrade.
 - .2 Minimum 300 mm of granular subbase and/or subgrade is to be removed from these areas and properly disposed of off site.
 - .3 Once areas of full depth removal are completed, the Consultant will review excavated areas to determine if additional removal of contaminated subbase and/or sub-grade is required.
 - .4 Supply new 300 mm compacted depth of 19mm Granular Base or conforming to the Type 1 designation (Consultant approval to be required), consolidated to meet specified densities.
- .5 The cost to supply, place and compact 50 mm thick Crusher Run Limestone (19 mm) for grading as necessary in accordance with MMCD section 32, and as directed by Consultant. The work performed under this item will be paid in tonnes.
- .6 The cost to supply, place and compact Upper Course # 2 Asphalt, by machine to 100 mm compacted thickness in accordance with MMCD Section 32. Concrete should be flush with the curb at all curb cuts and surrounding pavement areas. Additional areas requiring ramp and asphalt curbs to be included in the price. The work performed under this item will be paid in square meters (m²).
- .7 The cost to supply, place and compact Upper Course # 1 Asphalt, by machine to 100 mm compacted thickness in accordance with MMCD Section 32 in front of the rear entrance. Concrete should be flush with the curb at all curb cuts and surrounding pavement areas. The work performed under this item will be paid in square meters (m²).
- .8 The cost associated with obtaining a sidewalk/roadway permits as required by the local municipality.
- .9 The cost of painted pavement marking as per MMCD Section 32. The work performed under this item will be paid in Lump Sum Basis.
 - .1 Reinstatement all miscellaneous line markings such as Handicap Symbols, painted islands, arrows, Stop sign etc, in accordance with MMCD Section 32 or according to local bylaw requirements or site specific variances. Include for record drawings if necessary to ensure new line markings and signage match existing.
- .10 The cost to remove, dispose off site damaged concrete curb, and install new extracted concrete curbs using CSA 32 MPa C-2 exposure class concrete. The work should be performed as per direction by the Consultant and in accordance with MMCD Section 03 30 53. The work performed under this item will be paid in linear meter (m).

END OF SECTION – 01 11 00

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 This section includes Applications for Progress Payments, Schedule of Values, and for draws against specified Allowances.

1.2 REFERENCES

- .1 Canadian Construction Documents Committee (CCDC): CCDC-2 2008 Stipulated Price Contract.

1.3 SUBMITTALS

- .1 Application for Progress Payment: One (1) written application to Consultant in accordance with Section 01330 – Submittal Procedures, by courier, fax, or email requesting certification of payment and including all required accompanying forms, letters, and certificates.

1.4 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Date applications for payment last day of each month and ensure amount claimed is for value, proportionate to amount of Contract, of Work performed and Products delivered to Place of Work at that date.
- .2 Submit to Consultant at least 14 days before first application for payment, preliminary schedule of values for parts of Work, aggregating total amount of Contract Price, so as to facilitate Consultants evaluation of Contractors Applications for Payment.
- .3 Schedule shall follow the Contractors Breakdown of Application for Payment. Item number and Descriptions shall follow the outline as designated in the Quotation.
- .4 The first application for payment shall include:
 - .1 Contractors invoice;
 - .2 Contractors schedule of values; and
 - .3 WSIB clearance certificate dated within 10 days of the invoice date.
- .5 The second and subsequent application for payment shall include:
 - .1 Contractors invoice;
 - .2 Contractors schedule of values;
 - .3 WSIB clearance certificate dated within 10 days of the invoice date; and
 - .4 CCDC 9A or 9B (whichever is applicable to invoice) Statutory Declaration as a sworn statement that all accounts for labour, Sub-Contracts, Products, construction machinery and equipment, and other indebtedness which may have been incurred by the Contractor in the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

1.5 ALLOWANCES

- .1 Any allowances that are drawn upon during progress or final payments to be included as follows:

- .1 Invoices as supplied to Contractor to be attached to Contractor’s Application for Payment. If invoice are not attached, any claim on Contractor’s Application for Payment to be deducted from Consultant’s Certificate of Payment.
- .2 Allowance breakdowns to be included as part of Schedule of Values.

PART 2 - PRODUCTS

- .1 Following table represents minimum information required on a submitted Schedule of Values:

Schedule of Values											
Project:									Date:		
Areas Included:									Progress No.:		
Description			Bid Rate			Actual Quantity			Value		
Item No.	Item	Unit	Bid Quantity	Unit Rate	Amount	To Date	Previous	Current	To Date	Previous	Current
Bid:											
1	Sample	Lump Sum	#	N/A	\$	%	%	%	\$	\$	\$
Allowances:											
A1	Sample	/linear ft.	#	\$/ft.	\$	%	%	%	\$	\$	\$
Changes Orders:											
CO1	Sample	/ft ²	#	\$/ft ²	\$	%	%	%	\$	\$	\$
Totals:											
Sub-Total:					Sum Amount						Sum Current Value
H.S.T.:					Calc HST						Calc HST
Total:					Sum Amount incl. HST						Sum Current Value +HST
Allowance Breakdown											
Item No.	Item	Quantity	Unit	Rate	Markup	Amount					
A1	Labour 1	#	Hours	\$/hr	%	\$					
	Labour 2		Hours								
	Materials		Kg								
	Reciept										
	Other										
Total:						Sum Amount					

PART 3 - EXECUTION (NOT USED)

END OF SECTION – 01 29 00

PART 1 - GENERAL

1.1 SECTION INCLUDES

- .1 Shop drawings and Product Data.
- .2 Samples.
- .3 Certificates and transcripts.

1.2 REFERENCES

- .1 Canadian Construction Documents Committee (CCDC).

1.3 ADMINISTRATIVE

- .1 Submit to Consultant the product data for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by submittal shall not proceed until review is complete.
- .3 Where items or information is not produced in SI Metric units converted values are acceptable.
- .4 Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and shall be considered rejected.
- .5 Notify Owner, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6 Verify field measurements and affected adjacent Work are coordinated.
- .7 Contractor's responsibility for errors and omissions in Quotation is not relieved by Owner's/Consultant's review of Quotation.
- .8 Contractor's responsibility for deviations in Quotation from requirements of Contract Documents is not relieved by Owner's/Consultants review.
- .9 Keep one reviewed copy of each Quotation on site.

1.4 SHOP DRAWINGS AND PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Submit asphalt pavement and concrete mix designs; granular base and sub-base gradation data for approval.
- .3 Allow 10 days for Consultant's review of each submission.
- .4 Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing Consultant prior to proceeding with Work.

- .5 Make changes in shop drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of any revisions other than those requested.
- .6 Accompany submissions with transmittal letter, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .7 Submissions should include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Sub-Contractor.
 - .2 Supplier.
 - .3 Manufacturer.
- .8 After Consultant's review, distribute copies.
- .9 Submit 3 copies for each requirement requested in specification Sections and as Consultant may reasonably request.

1.5 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after award of Contract, submit to the Owner Workers' Compensation Board status confirming account is in good standing.
- .2 Submit to the Owner the Owner's Certificate of Insurance naming Owner and Consultant as extra insured immediately after award of Contract.
- .3 Submit Notice of Project from the Ministry of Labour immediately after award of Contract.

END OF SECTION – 01 33 00

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 This section includes for compliance and submittals required for health and safety during Work.

1.2 REFERENCES

- .1 Federal regulations, latest edition including all amendments up to project date:
 - .1 Fire Commissioners of Canada, FC 301, Standard for Construction Operations.
 - .2 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Provincial regulations, latest edition including all amendments up to project date:
 - .1 Provincial or National Building Code for Place of Work.
 - .2 Provincial Occupational Health and Safety Act.

1.3 RESPONSIBILITY

- .1 Contractor responsible for health and safety of persons on Work site and for protection of persons adjacent to Work site to extent that they may be affected by performance of Work.
- .2 Contractor responsible for safety of property and environment on Work Site and for protection of same adjacent to Work site to extent that they may be affected by performance of Work.
- .3 Contractor is responsible for health and safety at Work Site and is not relieved by Consultant's review of Health and Safety Plan for Specific Work Site.

1.4 OCCUPATIONAL HEALTH AND SAFETY

- .1 Comply and conform to all health and safety work practices in accordance with regulations and authorities having jurisdiction at Place of Work including, but not limited to:
 - .1 WHMIS awareness and training.
 - .2 Eye protection, hardhats, and safety boots.
- .2 Maintain one reference copy on site of Occupational Health and Safety Act and Regulations for Construction Projects for Place of Work, latest edition.
- .3 Ensure that all personnel are adequately equipped to comply with safety regulations and that sufficient safety equipment is available.
- .4 Provide at Work Site sufficient equipment to supply first aid.
- .5 Promptly report to Owner and Consultant all accidents, and any claims made against Contractor or Sub Contractors on account of accident.
- .6 Enforce proper work methods and act immediately on directions regarding safety and work practices given by authorities having jurisdiction or by Owner, at no additional cost to Owner.
- .7 Failure of Contractor to comply with verbal or written instructions or orders from Ministry of Labour Inspector, other authorities, Owner, or Consultant regarding safe work practices or provision of specified requirements under regulations to be considered Non-Compliance with Contract.

- .1 Owner or Consultant may stop Work for failure to rectify non-compliance of health and safety regulations.

1.5 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHIMS)

- .1 Contractor to be familiar with WHIMIS regulations and be responsible for compliance.
- .2 Contractor responsible for all other requirements of regulations as applicable to Employers.
- .3 All controlled products to be properly labelled and stored.
- .4 Immediately inform Owner and Consultant if any unforeseen or peculiar safety-related factor, hazard, or condition becomes evident during performance of Work.

1.6 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Authorities having jurisdiction. Advise Owner and Consultant verbally and in writing.

1.7 HEALTH AND SAFETY COORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Coordinator. Health and Safety Coordinator should:
 - .1 Have minimum 2 years' site-related working experience specific to activities.
 - .2 Have working knowledge of occupational safety and health regulations.
 - .3 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.

1.8 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Authorities having jurisdiction, and in consultation with Consultant.

1.9 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction.

1.10 WORK STOPPAGE

- .1 Give precedence to safety and health of building occupants, public, site personnel and protection of environment over cost and schedule considerations for Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION – 01 35 23

PART 1 - GENERAL

1.1 SECTION INCLUDES

- .1 Consideration of Substantial Performance
- .2 Review and QA Observations required for applications of Substantial Performance and Total Completion
- .3 Closeout Submittals

1.2 REFERENCES

- .1 Canadian Construction Documents Committee (CCDC)
 - .1 CCDC 2 – 2008, Stipulated Price Contract.

1.3 CONSIDERATION OF SUBSTANTIAL PERFORMANCE AND COMPLETION BY CONSULTANT

- .1 A contract will be considered substantially performed given following:
 - .1 when improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
 - .1 3 percent of first \$500,000 of Contract Price,
 - .2 2 percent of next \$500,000 of Contract Price, and
 - .3 1 percent of balance of Contract Price.
 - .2 Where work cannot be completed expeditiously for reasons beyond control of Owner or Contractor, remaining costs will be deleted from Contract Price in determination of substantial performance.
- .2 A contract will be considered completed given following:
 - .1 when improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of lesser of,
 - .1 1 percent of Contract Price.
 - .2 \$1000.00

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION AND DECLARATION

- .1 Contractor and all Sub Contractors to conduct a review of Work; identify deficiencies and defects in preparation of list for application of Substantial Performance.
- .2 Consultant will schedule date within time allowance of Contract documents for both Consultant and Contractor to perform review of Work and to confirm Work identified on submitted list.

- .3 Consultant will within time allowance of Contract documents provide a breakdown of costs associated with deficiencies and defects for Consideration of Substantial Performance.
- .4 If Work is deemed incomplete in Consideration of Substantial Performance, complete outstanding items and request additional review following same protocol.
- .5 When Contractor is satisfied that Work is completed make application for final review by Consultant. Consultant will within allowances of Contract documents perform final review of Work.
- .6 Any deficiencies and defects to be tabulated with associated costing for Consideration of Completion.
- .7 If Work is deemed incomplete by Consultant, complete outstanding items and request additional review.
- .8 Defective products will be rejected, regardless of previous review and observations. Replace products with new at no expense to Owner.

3.2 MAINTENANCE AND RECORD DOCUMENTS

- .1 Following to be submitted to Owner at completion of Work:
 - .1 Maintenance manuals for, but not limited to, operating instructions, maintenance manuals, record of “as built” drawings, spare parts, maintenance of materials, special tools for completeness.
 - .2 Record of substantial and project completion correspondence inclusive, but not limited to Contractor lists, Consultant tabulations and certificates.
 - .3 Compile all shop drawings that have been submitted.

3.3 RECORDING ACTUAL SITE CONDITIONS

- .1 Submit Actual Conditions as outlined in following sentences.
- .2 Record information on set of Project Specifications provided by Consultant.
- .3 Provide felt tip marking pens, maintaining separate colours for each major system, for recording information.
- .4 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- .5 Contract Drawings and shop drawings: legibly mark each item to record actual construction, including:
 - .1 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .2 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - .3 Field changes of dimension and detail.
 - .4 Changes made by change orders.
 - .5 Details not on original Contract Drawings.

- .6 References to related shop drawings and modifications.
- .6 Specifications: legibly mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.

3.4 WARRANTIES AND BONDS

- .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
- .2 List Sub Contractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- .3 Obtain warranties and bonds, executed in duplicate by Sub Contractors, suppliers, and manufacturers, within ten days after certification of completion.
- .4 Verify that documents are in proper form, contain full information, and are notarized.
- .5 Co-execute submittals when required.
- .6 Retain warranties and bonds until time specified for submittal.

3.5 FORMAT

- .1 Organize data in form of a PDF file.

3.6 CONTRACT CLOSE-OUT

- .1 Expedite and complete deficiencies and defects identified by Consultants.
- .2 Submit required documentation such as statutory declarations, Workers' Compensation Certificates, warranties, certificates of approval or acceptance from regulating bodies.
- .3 Review QA Observation and testing reports to verify conformance to intent of documents and that changes, repairs or replacements have been completed.
- .4 Provide on-going review, examination and attendance to building, call-back, maintenance and repair problems during Warranty periods.
- .5 Provide warranties and bonds fully executed and notarized.
- .6 Collect and assemble documents executed by Sub Contractors, suppliers and manufacturers.

END OF SECTION – 01 77 00

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PART 1 - GENERAL

1.1 RELATED WORK

- .1 Restrictions on use of adjacent public and private roads, walks and property, are as instructed by Owner.
- .2 Restrictions on noise, dust, traffic obstructions, access to all building facilities and hours of work are as approved by Owner.
- .3 Weather protection, dust protection and temporary barriers or partitions are to be provided to ensure security to the public in the buildings. The Contractor shall examine all drawings and specifications to ascertain the scope of work.

1.2 EXISTING CONDITIONS

- .1 Visit and examine the site and note all characteristics and irregularities affecting the work of this section.

1.3 PROTECTION

- .1 Erect temporary fencing in areas scheduled for work to restrict access from passers by and maintain a secure work site.
- .2 Prevent movement, settlement or damage of adjacent services, walks, paving, trees, landscaping or parts of existing buildings. Make good damage and be liable for any injury caused by demolition. Take precautions to support attached services as required accommodating reconstruction work.
- .3 Prevent debris from blocking surface drainage system, or traffic systems, which must remain in operation.
- .4 Cease operations and notify Owner if safety of any adjacent work or structure appears to be endangered.

PART 2 - PRODUCTS

2.1 LIST OF PROPOSED MATERIALS

- .1 Use of materials other than those specified herein must be approved prior to award of Contract. If substitute materials are proposed, then list of materials should be included as part of Quotation. This submittal to include product name, number and data sheets and manufacturer's specifications and installation instructions.
- .2 All materials listed below must be used on project. Under no circumstances will substitute materials be used unless approval is first received from Owner. Use of substitute materials without prior approval can result in removal and replacement of these materials at no cost to Owner.

2.1.1 TOOLS

- .1 Contractor to supply all hand and power tools required to perform the intent of the project.

2.2 EQUIPMENT

- .1 Contractor to supply required equipment and accessories to conduct the work in a safe and proper manner.
- .2 Contractor to supply appropriate containers for all demolished materials. Open containers will be locked and tarped at the end of each day. A site location will be provided by the Owner. Remove debris on a continuous basis.

PART 3 - EXECUTION

3.1 SAFETY CODE

- .1 Coordinate with Owner to disconnect electrical lines in the areas where required to complete the specified work. Post warning signs on all electrical lines and equipment, which must remain energized to serve other areas during period of demolition
- .2 Disconnect and cap all mechanical services affected by the specified work in accordance with requirements of local authority having jurisdiction. All work shall be completed by the gas company or by a qualified tradesman in accordance with gas company instructions.
- .3 Essential Services: Maintain all essential services to Owner occupied areas.

3.2 DEMOLITION

- .1 Removal of existing paving, curbs, slabs, and sidewalks as per drawings.
- .2 Dispose of demolished materials except where noted otherwise and in accordance with authorities having jurisdiction. All material will be disposed of off site by the Contractor. Work area will be clean at the end of each days work. Unless otherwise specified, carry out demolition work in accordance with sound work practices.
- .3 Observe construction safety measures of the National and Provincial Building Codes, Workers' Compensation Board and municipal authority provided that in any case of conflict or discrepancy the more stringent requirements will apply.
- .4 Remove existing equipment, services, and obstacles where required. Make good existing surfaces, and replace items as work progresses. At end of each day's work, leave work in safe condition.
- .5 Demolish to minimize dust generation and flying debris. Leave site in a condition acceptable to the Owner.

3.3 RESTORATION

- .1 Restore to its original condition any portion of the work demolished unnecessarily, at no expense to the Owner.
- .2 Immediately as the work progresses, repair all vibration and excavation damages to existing adjacent properties and active underground services at no additional cost to the Owner.
- .3 Restore, supply and install sod to finish grade at completion of work.

3.4 CLEAN-UP

- .1 The Contractor shall leave the site in a condition acceptable to the Owner.

END OF SECTION – 02 41 19

PART 1 - GENERAL

1.1 THE CONSTRUCTION COVERED BY THESE DIVISIONS WILL BE CARRIED OUT IN ACCORDANCE WITH THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD).

- .1 The following Sections (and their related sections) will apply.
 - .1 Division 32:
 - .1 Section 32 11 16.1S – Granular Sub-base
 - .2 Section 32 11 23S – Granular Base
 - .3 Section 32 11 13.1S – Asphalt Tack Coat
 - .4 Section 32 12 16S – Hot Mix Asphalt Paving
 - .5 Section 32 14 01S – Unit Paving
 - .6 Section 32 17 23S – Painted Pavement Markings
 - .2 These documents will be in addition to the drawings and details provided.
 - .3 Contractor is responsible to supply, follow and understand Master Municipal Construction Documents for above noted Sections.

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

- .1 Add 2.1.2.1 Usage of recycled asphalt shingles will not be permitted to Section 32 12 16S.
- .2 Add 2.1.2.2 Usage of softening agents, rejuvenators, or recycling agents will not be permitted to Section 32 12 16S

PART 3 - EXECUTION

3.1 ASPHALT PAVING

- .1 Delete 3.3.3 and replace with the following The *Contractor* is responsible for adjusting all utility manhole frames that are affected by the road works. All adjustments to utilities must be completed to the satisfaction of the Owner. Utility adjustment within the paved surface will be considered incidental to the *Work* unless otherwise noted in the *Contract Documents*.

3.2 PAINTED PAVEMENT MARKINGS

- .1 Document existing line stripping and paint markings via survey. Restore to existing layout except where specifically noted on the drawings as a revised layout.

END OF SECTION(S) Various

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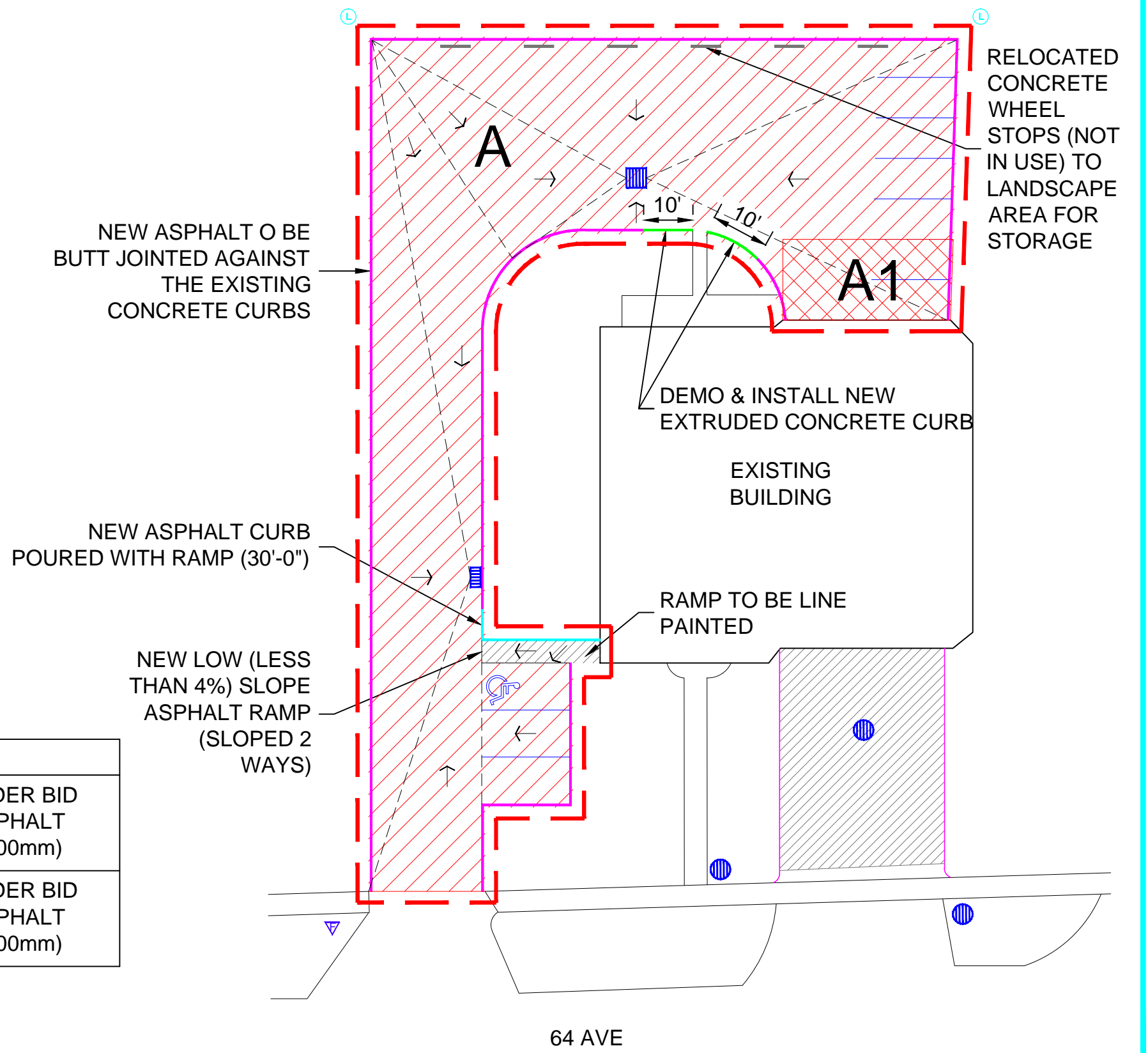
**SCHEDULE B - APPENDIX 2-A
CONTRACT DRAWINGS - (PROJECT)**

The following Contract Drawings (Project) are required for the project and form part of this RFQ:

LIST OF DRAWINGS		
TITLE OF DRAWING	SHEET No.	DATE
Site Plan – Fire Hall No. 15	D-00	Sept. 14/19



Fire Hall #15 - 18915 64 AVE



AREA	M ² (FT ²)	TYPE	ACTION
A	815 (8,773)	UPPER COURSE #2	INCLUDE IN TENDER BID PRICE (NEW ASPHALT THICKNESS = 100mm)
A1	55 (592)	UPPER COURSE #1	INCLUDE IN TENDER BID PRICE (NEW ASPHALT THICKNESS = 100mm)

NOTE:
ALL AREAS TO BE COMPACTED TO DENSITY NO LESS THAN 95% MODIFIED PROCTOR DENSITY

	CATCH BASINS		EXISTING CONCRETE PAD TO REMAIN		EXISTING CONCRETE CURB
	LAMP STANDARD		BOUNDARY FOR TENDER BID PRICE		EXISTING FENCE
	FIRE HYDRANT		EXISTING ASPHALT CURB		NEW CONCRETE CURB
			NEW ASPHALT CURB		

irc GROUP
250 - 21900 WESTMINSTER HIGHWAY
RICHMOND, BRITISH COLUMBIA, V6V 0A8
TEL: 604.295.8070, FAX: 604.279.9644
1.888.607.5245 WWW.IRCGROUP.COM

TITLE: SITE PLAN - FIRE HALL NO.15	IRC #: 22516	NORTH:	DRN.: JL
CLIENT: CITY OF SURREY	W.O.#: VA19-107SP		CHK.: AM
PROJECT: PARKING LOT ASSESSMENT 18915 - 64 AVE. SURREY, BC	SCALE: N.T.S.		DWG.#: D-00
	DATE: SEPT. 14/19		

**SCHEDULE B
APPENDICES 3 THROUGH 7**

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

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

The following forms to be included at the time of the award of the contract:

- Appendix 6 Prime Contractor Designation
- Appendix 7 Contractor Health & Safety Expectations (Responsibility of Contractor(s))



SCHEDULE C - QUOTATION

RFQ Title: Parking Lot Pavement Rehabilitation - Fire Hall #15

RFQ No: 1220-040-2019-087

Legal Name of Contractor: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

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

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

Email for PDF Files: purchasing@surrey.ca

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

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Contract and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Contract and RFQ will remain in full force and effect.

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

Section

Requested Departure(s) / Alternative(s)

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

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

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

Section

Requested Departure(s) / Alternative(s)

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

Changes and Additions to Specifications and Scope:

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

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

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

Fees and Payments

8. The Contractor will provide all labour, materials, equipment and plant and all other relevant services necessary for the performance of the Work as stated in the specifications and drawings. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

F.O.B. Destination	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.				Ship Via:
Item #	Item Name	UoM	Estimated Quantity	Unit Price	Amount
1.1	Mobilization.	Lump Sum	1	\$	\$
1.2	Cash Allowance: Construction Filed Testing Allowance.	Lump Sum	1	\$1,500.00	\$1,500.00
1.3	Mill/excavate and dispose offsite the existing full depth of asphalt pavement and concrete pavers, as directed by Consultant Area A and A1.	m2	1,005	\$	\$
1.4	Over excavate and install 300 mm thick Base/Subbase Repairs with 19mm Crusher Run Lime Stone/Granite.	m2	100	\$	\$
1.5	50 mm thick Grading Stone – 19 mm Crusher Run Lime Stone/Granite, as directed by Consultant.	M.T	50	\$	\$
1.6	Supply, place and compact 100mm of Upper Course 2 Asphalt at Area A.	m2	940	\$	\$

1.7	Supply, place and compact 127mm of Upper Course 1 Asphalt at Area A1.	m2	65	\$	\$
1.8	Reinstate all miscellaneous line markings such as Handicap Symbols (thermoplastic), painted islands, arrows, Stop sign etc, in accordance with MMCD Section 32 or according to local bylaw requirements or site specific variances. Include for record drawings if necessary to ensure new line markings and signage match existing.	Lump Sum	1	\$	\$
1.9	New Asphalt Curb.	m	30	\$	\$
1.10	Demolish existing concrete curb and install new curb.	m	6.5	\$	\$
Note: All Overhead costs, general conditions and profit are to be included in the above amount(s).					
CURRENCY: Canadian				Subtotal:	\$
				GST (5%):	\$
				TOTAL QUOTATION PRICE:	\$

List of Optional Prices:

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

Description of Optional Prices	Addition	Deduction
OP-1. Thermoplastic pavement marking as per Section 32 in lieu of painting:	\$ []	\$ []
OP-2.	\$ []	\$ []

List of Separate Prices:

10. The following is a list of Separate Price(s) to the Work and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an

addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Description of Separate Price Items	Addition	Deduction
SP-1. Performance Bond at 50% of total contract value:		
CCDC 221 (latest Preferred)	\$[]	\$[]
SP-2. Labour and Material Payment Bond at 50% of total contract value:		
CCDC 222 (latest Preferred)	\$[]	\$[]

Force Account Labour and Equipment Rates:

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

Table 1 – Hourly Labour Rate Schedule For Services:

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

Table 2 – Hourly Equipment Rate Schedule:

No.	Equipment Description <i>(State)</i>	Hourly Equipment Rate
		\$
		\$

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

12. Contractors should confirm they are in compliance with By-law (if applicable)

Applicable as follows Not applicable to this project

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

SAMPLE

Construction Schedule:

13. Contractors should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified:

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

Contractor may provide a Microsoft Project (or similar) schedule outlining the Critical Path and should include all major phases of the Work and indicate start and substantial completion dates for each (use the spaces provided and/or attach additional pages, if necessary).

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

SAMPLE

Proposed Disposal Site: _____

Key Personnel & Subcontractors:

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

Key Personnel

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

15. Contractors should provide the following information on the background and experience of all proposed subcontractors and material suppliers for the divisions or sections of the

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

<i>Description of Work/Supply</i>	<i>Subcontractor & Material Supplier Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

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

Experience and References:

16. Contractor’s should provide information on their relevant **experience and qualifications** for the performance of the Work similar to those required by the Contract (use the spaces provided and/or attach additional pages, if necessary):

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

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

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

CONTRACTOR

I/We have the authority to bind the Contractor:

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

ATTACHMENT 1 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET

Project Name: _____

Project Address: _____

Date: _____

End of Project Walk-through: _____

End of Project Walk-through: _____

City Representative: _____

Contractor/Contractor Rep: _____

Department: _____

Company Name: _____

Contact phone number: _____

Contact phone number: _____

Fax number: _____

Fax number: _____

A. BUILDING PERMITS – CLOSED OUT

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

B. O&M MANUALS RECEIVED

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

Architectural

- 1 Electronic (PDF) file
- 2 Hardcopies

Electrical

- 1 Electronic (PDF) file
- 2 Hardcopies

Mechanical

- 1 Electronic (PDF) file
- 2 Hardcopies

Other(s)

- 1 Electronic (PDF) file
- 2 Hardcopies

C. PROJECT CLOSE-OUT

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

D. FALL PROTECTION / RESTRAINT SYSTEM

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

E. AS-BUILT DRAWING SUBMITTALS

Architectural

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

Civil

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

Electrical

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

Fire Protection

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

Landscaping

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

Mechanical / Plumbing

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

Structural

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

Other: _____

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

F. FIRE SAFETY PLAN

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

Signed:

City Representative

Contractor Representative

Internal Representative

Fire Chief/ Representative

ATTACHMENT 2

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

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

Coordination of multiple-employer workplaces

118 (1) *In this section:*

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

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

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

By signing this Contract, 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 Contract and/or any other actions deemed appropriate at the discretion of the City.

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2019-087

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

ATTACHMENT 3

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

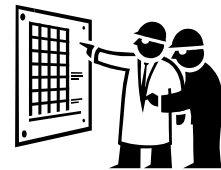
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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

All Employees & Contractors:

It is everyone responsibility to:

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



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

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day

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

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

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

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

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

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____