



REQUEST FOR QUOTATIONS

Title: 2020 Pavement Restoration – Operations Management

Reference No.: 1220-040-2020-015

MINOR WORKS SERVICES (MMCD)

PAVEMENT MAINTENANCE AND REHABILITATION PROGRAM

(Construction Services)
Issue Date: March 6, 2020

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REQUEST FOR QUOTATIONS

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS – PART II” CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN SCHEDULE 1 BELOW)

1. INTRODUCTION

1.1 Purpose of the Request For Quotations

The City of Surrey (the “*Owner*”) 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 *Owner*. 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

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 delivered to the City by email at: purchasing@surrey.ca

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

(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 should be delivered to the *Owner* 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., V3T 1V8, Canada

In case of any conflict between the original *Quotation* and the copies, then the original *Quotation* will be deemed to be the correct copy.

If a *Contractor* submits both a hard and an electronic copy of its *Quotation*, then the *Owner* may refer only to the electronic copy for the purposes of evaluation, except if for any

reason, the electronic copy is in whole or in part unreadable, then the hard copy will be deemed to be the correct copy.

3. DATE

The *Owner* would prefer to receive *Quotations* on or before March 31, 2020. The *Owner'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 RFQ should be directed in writing to the person named below (the "Owner Representative"). Information obtained from any person or source other than the Owner Representative may not be relied upon.

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

Reference: 1220-040-2020-015

Inquiries should be made no later than 7 business days before the date set out in Section 3. The *Owner* reserves the right not to respond to inquiries made within 7 business days of the date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all *Contractors* at the discretion of the *Owner*.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the *Owner* determines that an amendment is required to this RFQ, the Owner Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the *Owner* determines that an amendment is required to this RFQ, the *Owner's* Representative will post a written addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and on the *Owner Website* at www.surrey.ca (the "*Owner Website*") and upon posting will be deemed to form part of this RFQ. No amendment of any kind to the RFQ is effective unless it is posted in a formal written addendum on the *Owner Website*. Upon submitting a *Quotation*, *Contractors* will be deemed to have received notice of all addenda that are posted on the *Owner Website*.

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*.

7. ACCEPTANCE

A *Quotation* will be an offer to the *Owner* which the *Owner* 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 *Owner* unless and until both the authorized signatory of the *Contractor* and

the authorized signatory of the *Owner* have signed. Delivery of the signed *Quotation* by the *Owner* may be by pdf email. In that event, the resulting *Contract* will be comprised of the documents included in the definition of *Contract* in Schedule B – Draft Contract.

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 *Owner* or its representatives and consultants, relating to or arising from the RFQ. The *Owner* 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 *Owner*, its elected or appointed officials or employees. The *Owner* 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 *Owner* and will not be returned to the *Contractor*. All *Quotations* will be held in confidence by the *Owner* unless otherwise required by law. *Contractors* should be aware the *Owner* is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

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 *Owner* that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the *Contractor* is an individual, including a sole proprietorship, the name of the individual should be included.

14. **DISCLAIMER**

- (a) The information in this RFQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the *Contractor*. The information contained in this RFQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. Any party who intends to submit a response to this RFQ is specifically invited to independently verify the accuracy of the information contained herein;
- (b) The *Owner* shall not be obligated to review or accept any *Quotation* and may reject any or all *Quotations* without giving reasons therefore;
- (c) All negotiations and discussions with *Contractors* are on a “without prejudice” basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the *Owner*;
- (d) The *Owner* may negotiate with any one or more of the *Contractors* without having any duty or obligation to advise or allow any other *Contractors* to vary their *Quotation* or otherwise negotiate with the *Owner*;
- (e) The *Owner* may enter into discussions to clarify issues related to any *Quotation*. If at any time the *Owner* reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the *Owner* may give notice terminating discussions, but is under no obligation to do so;
- (f) The *Owner* does not authorize any other person or agency to represent the project on its behalf without the prior written approval of the *Owner*. The *Owner* has not engaged a real estate agent or broker in respect of the project. The *Owner* shall not be responsible for the payment of any fees, commissions or expenses claimed by any third party unless previously agreed to in writing;
- (g) By submitting an offer and participating in the process as outlined in this RFQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFQ process; and
- (h) By its receipt of this RFQ, each Respondent remises, releases, and forever discharges the *Owner* and its representatives (including staff and consultants and other professional advisors) from any and all claims, losses or damages of any

kind, howsoever caused, which such person has, have, or may hereafter have arising out this RFQ.

15. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- (a) The Owner need not necessarily consider the *Quotation* with the lowest Quotation Price, or any *Quotation*, and the Owner reserves the right to reject any and all *Quotations* at any time, or cancel the RFQ process, without further explanation, and to accept any *Quotation* the *Owner* considers to be in any way advantageous to it.
- (b) The Owner's acceptance of any *Quotation* is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods.
- (c) Each *Contractor*, by submitting a *Quotation*, irrevocably:
 - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the *Owner* or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the *Contractor* in preparing its *Quotation* for any matter relating directly or indirectly to this RFQ (including in the event that the *Owner* rejects or disqualifies or for any other reason fails to accept a *Quotation*, accepts a non-compliant *Quotation* or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
 - (ii) waives any Claim against the *Owner* and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the *Contractor* and the *Owner* is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the *Owner* rejects or disqualifies or for any other reason fails to accept a *Quotation*, accepts a non-compliant *Quotation* or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.
- (d) If the *Owner* considers that all *Quotations* are priced too high, it may reject them all.

16. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in the RFQ or any other document, material or communication made available to *Contractors* by the *Owner* or its representatives in connection with this RFQ, the *Owner* accepts no responsibility or liability for the accuracy or completeness of this RFQ (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the *Owner* (including through the Owner Representative or any other

individual) and no representation or warranty, either express or implied, is made or given by the *Owner* with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any *Contractor* or any other person on this RFQ or any such information as is described in this paragraph is solely that of each *Contractor*.

17. MULTIPLE PREFERRED CONTRACTORS

The *Owner* reserves the right and discretion to divide up the *Work*, either by scope, geographic area, or other basis as the *Owner* may decide, and to select one or more preferred *Contractors* to enter into discussions with the *Owner* for one or more *Contracts* to perform a portion or portions of the *Work*. If the *Owner* exercises its discretion to divide up the *Work*, the *Owner* will do so reasonably having regard for the RFQ and the basis of *Quotations*.

In addition to any other provision of this RFQ, *Quotations* may be evaluated on the basis of advantages and disadvantages to the *Owner* that might result or be achieved from the *Owner* dividing up the *Work* and entering into one or more *Contracts* with one or more *Contractors*.

SCHEDULE A – SCOPE OF WORK AND CONTRACT DRAWINGS (PROJECT)

1. PURPOSE

The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for the 2020 Pavement Maintenance and Rehabilitation Program.

2. SCOPE OF WORK

Services to be performed by the Contractor should include but are not limited to the following:

To provide all labour, supervision, materials, equipment, layout, permits, and related services to the Owner's pavement maintenance program as noted in the drawings.

The general components of Work includes, but not limited to, surface mill, full depth mill, utility cover adjustments and repaving of failed existing pavement cuts and general road failures (e.g. potholes, distressed pavement, etc.) as identified in the attached contract maps and location lists.

The Work will be undertaken at the Place of Work, as follows:

- Various locations in Surrey, B.C.
- The detailed scope of work is as described on the Contract Drawings (listed below), Specifications of Goods and Scope of Services and Supplementary Specifications - Project (Schedule B- Appendix 1).
- 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.
- Notes for preparing specifications.

3. CONTRACT DRAWINGS (PROJECT)

The following drawings are included as part of this RFQ.

DRAWING NUMBER SPECIFICATION	DRAWING No.	DATE	REVISION NO.	REVISION DATE
Roadworks - South	19-1105-R1	2019.12.10	A	2020.02.20
Roadworks - Central	19-1105-R2	2019.12.10	A	2020.02.20
Roadworks - North	19-1105-R3	2019.12.10	A	2020.02.20

The following location lists and individual maps are included in the RFQ documents:

2020 Pavement Maintenance Program – South Surrey

2020 Pavement Maintenance Program – Central Surrey

2020 Pavement Maintenance Program – North Surrey

The location lists and individual maps are estimates showing the approximate size and locations of the areas proposed for pavement maintenance. Contractors should be aware that the locations and sizes may change during construction.

Location Lists and the Contract Documents are provided in Schedule A-1, Appendix A-1 and Appendix 4.

4. CONTRACT TIME

The *Work* under this *Contract* is to be completed within 120 working days from the Notice to Proceed. Should the *Contractor* fail to complete the *Work* under the *Contract* within the allotted working days, the *Owner* will be entitled to compensation from the *Contractor*, including but not limited to deductions from payments for the following:

- (a) As a genuine pre-estimate of the *Owner's* increased costs for the *Consultant* and the *Owner's* own staff caused by such delay an amount of \$1500.00 per day for each working day that actual substantial performance is achieved after the allotted working days has passed.
- (b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If monies owing the Contractor are less than the total amount of owing by the Contract to the Owner under (a) and (b) above then any shortfall shall immediately, upon written notice from the Owner, and upon substantial performance, be due and owing by the Contractor to the Owner.

5. COORDINATION

The Contractor will be responsible for coordinating with other Contractors, Owner forces, outside agencies and others as required.

The Contractor will be required to coordinate their schedule and work program with the following construction activities, which will be constructed concurrent with the pavement cut program:

- City of Surrey Road Crews
- City of Surrey Line Painting Crews
- Traffic Loop Detector Replacement Crews

6. QUALITY ASSURANCE

Work covered shall be performed by a single firm experienced in road construction work of a similar nature and scope. Subject to approval of the Owner, 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.

7. SAFETY

The Contractor will be responsible for site safety at the Place of the 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.

Before commencing any *Work* at the *Place of the 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 *Owner* and the *Owner's Consultant* (if any).

8. TRAFFIC CONTROL

The Contractor shall at all times ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out the road repair work at various locations throughout the City of Surrey.

Whenever such works are carried out, the Contractor at his expense, is to provide:

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

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

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

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

See SSP 19 for more information regarding Traffic Control permits.

9. 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.

10. 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 *Owner* 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 *Owner*, 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 *Owner* at no cost to the *Owner*.

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 *Owner*.

Additionally, all Works required hereunder will be performed as promptly as possible, and in any event within the time stated by the *Owner*, and such *Work* will be subject to approval and acceptance of the *Owner*, 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 *Owner*.

SCHEDULE A-1 – PAVEMENT MAINTENANCE PROGRAM MAP



Schedule A-1 - Pavement Maintenance
Program Map

Click on PDF Icon to view Attachment Drawings.



SCHEDULE B – SAMPLE FORM OF AGREEMENT

SCHEDULE B – SAMPLE FORM OF AGREEMENT

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement (the “Agreement”) made in duplicate this

_____ day of _____, 20_____.

Contract: _____
(*TITLE OF CONTRACT*)

Reference No. _____
(*OWNER'S CONTRACT REFERENCE NO.*)

BETWEEN:

City of Surrey

(*NAME OF OWNER*)
(the “*Owner*”)

AND:

(*NAME AND OFFICE ADDRESS OF CONTRACTOR*)

(the “*Contractor*”)

The *Owner* and the *Contractor* agree as follows:

- Article 1 The Work Start / Completion Dates**
- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
 - 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before 120 *Days* from the *Notice to Proceed* date subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*. The *Contractor* will provide the *Work* for the period commencing on _____, 2020 and, terminating on, 2020 (the “*Term*”).

1.3 Time shall be of the essence of the *Contract*.

Article 2 Contract Documents

2.1 The Contract Documents consist of the documents listed or referred to in Schedule 1, entitled Schedule of Contract Documents, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

2.2 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.

Article 3 Contract Price

3.1 The price for the *Work* ("Contract Price") shall be the sum in Canadian dollars of the following

3.1.1 the product of the actual quantities of the items of *Work* listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the *Work* and the unit prices listed in the Schedule of Quantities and Prices; plus

3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus

3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.

3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.

4.2 At the substantial performance, a holdback will be made from the monthly progress payment to the *Contractor*. The holdback shall be the lesser of \$30,000 or 5% of the total *Contract* value including any change orders.

This holdback shall be released upon the submission, by the *Contractor*, of sufficient field data, to the Contract Administrator, for

the creation of as-constructed drawings. The sufficiency of data will solely be determined by the Contract Administrator before instructing the Owner, in writing, for the release of this holdback.

Article 5 Rights and Remedies

5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

Article 6 Notices

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

The Owner:

City of Surrey- Finance Department – Procurement Services
Section

13450-104 Avenue

Surrey, B.C.

V3T 1V8

Attention: Richard D. Oppelt, Manager, Procurement Services

The Contractor:

Attention: _____

The Contract Administrator:

<<insert information>>

Attention: _____

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
 - 6.2.1 immediately upon delivery, if delivered by hand; or
 - 6.2.2 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.
- 7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5 This *Contract* shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

 (FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

 (AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

 (AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

Owner:

City of Surrey

 (AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

 (AUTHORIZED SIGNATORY) (SIGN & PRINT NAME)

Schedule 1: Schedule Of *Contract Documents*

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

Note: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”, Platinum edition dated 2009, and the documents noted with “**” are contained in the City of Surrey Supplementary Master Municipal Construction Documents, edition dated January, 2016 (updated July 11, 2016). All sections of this publication are included in the *Contract Documents*.

1. Agreement, including Appendices and Schedules;
2. Addenda, if any;
3. Supplementary General Conditions, Project;
4. Supplementary General Conditions**;
5. General Conditions*;
6. Special Provisions, Project
7. Supplementary Specifications, Project;
8. Supplementary Specifications**;
9. Specifications*;
10. *Contract Drawings*;
11. Supplementary Standard Detail Drawings**;
12. Standard Detail Drawings*;
13. Executed Form of Quotation, including all Appendices, and Form of Agreement;
14. Schedule 2 to the Agreement – “List of *Contract Drawings*”;
15. Instructions to *Contractors* – Part I; and
16. Instructions to Tenderers – Part II*.

A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” and the latest edition (updated July 11, 2016) of “City of Surrey Supplementary Master Municipal Construction Documents- Supplementary General Conditions, Supplementary Specifications and Supplementary Standard Drawings. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

Any additional information made available to *Tenderers* prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

Schedule 2: List Of Contract Drawings

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

The following *Contract Drawings* (Project) are included in the RFQ documents:

2020 Pavement Restoration – Operations Maintenance – CONTRACT 1220-040-2020-015				
CONTRACT DRAWING INDEX				
DRAWING TITLE	DRAWING No.	DATE	REVISION NO.	REVISION DATE
Roadworks - South	19-1105-R1	2019.12.10	A	2020.02.20
Roadworks - Central	19-1105-R2	2019.12.10	A	2020.02.20
Roadworks - North	19-1105-R3	2019.12.10	A	2020.02.20

Refer to Appendix for A-1 Pavement Maintenance Location List Details.

The location lists and individual maps are estimates showing the approximate size and locations of the areas proposed for pavement maintenance. Contractors should be aware that the locations and sizes may change during construction.

Schedule 2: List Of Contract Drawings (Continued)

SOUTH PAVEMENT MAINTENANCE MAPS			NORTH PAVEMENT MAINTENANCE MAPS		
DRAWING TITLE	DRAWING No.	REVISION DATE	DRAWING TITLE	DRAWING No.	REVISION DATE
20 Avenue, 128 St	S1.00	2020.01.29	104 Avenue, 160 St – 164 St	N1.00-1	2020.01.29
16 Avenue, 126A St – 12750 Block	S2.00-1	2020.01.29	104 Avenue, 160 St – 164 St	N1.00-2	2020.01.29
16 Avenue, 126A St – 127 St	S2.00-2	2020.01.29	104 Avenue, 160 St – 164 St	N1.00-3	2020.01.29
32 Avenue, 144 St – 147 St	S3.00	2020.01.29	104 Avenue, 144 St	N2.00	2020.01.29
20 Avenue, West of KGB – KGB	S4.00	2020.01.29	132 Street, 114 Ave – 115 Ave	N3.00	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00-1	2020.01.29	88 Avenue, #12345 – 128 St	N4.00-1	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00-2	2020.01.29	88 Avenue, #12345 – 128 St	N4.00-2	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00-3	2020.01.29	88 Avenue, #12345 – 128 St	N4.00-3	2020.01.29
148 St, 2300 Blk	S6.00	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-1	2020.01.29
34 Avenue, #15678	S7.00	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-2	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-1	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-3	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-2	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-4	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-3	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-5	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-4	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00-6	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-5	2020.01.29	Nordel Way, 120 St – Int.	N6.00	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00-6	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-7	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-8	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-9	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-10	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-11	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-12	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00-13	2020.01.29			
CENTRAL PAVEMENT MAINTENANCE MAPS					
			DRAWING TITLE	DRAWING No.	REVISION DATE
			148 Street, 60 Ave – 64 Ave	C1.00-1	2020.01.29
			148 Street, 60 Ave – 64 Ave	C1.00-2	2020.01.29
			80 Avenue, 170A St – 172 St	C2.00-1	2020.01.29
			80 Avenue, 170A St – 172 St	C2.00-2	2020.01.29
			64 Avenue, 146 St – 148 St	C3.00	2020.01.29
			64 Avenue, 138 St – 140 St	C4.00-1	2020.01.29
			64 Avenue, 138 St – 140 St	C4.00-2	2020.01.29
			King George Blvd, 72 Ave – 74 Ave	C5.00-1	2020.01.29
			King George Blvd, 72 Ave – 74 Ave	C5.00-2	2020.01.29
			132 Street, 73A Ave – 76 Ave	C6.00-1	2020.01.29
			132 Street, 73A Ave – 76 Ave	C6.00-2	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00-1	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00-2	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00-3	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00-4	2020.01.29
			Fraser Hwy, 152 St – Fleetwood Way	C8.00-1	2020.01.29
			Fraser Hwy, 152 St – Fleetwood Way	C8.00-2	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00-1	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00-2	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00-3	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00-4	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00-5	2020.01.29



Drawings
2020 Pavement
Maintenance Program Maps



Drawings
South Pavement
Maintenance Maps



Drawings
North Pavement
Maintenance Maps



Drawings
Central Pavement
Maintenance Maps

Click on PDF Icons to view Attachment Drawings.



SCHEDULE B – APPENDIX 1 SUPPLEMENTARY GENERAL CONDITIONS (PROJECT)

These Supplementary Specifications (Project) should be read in conjunction with the Specifications contained in the Master Municipal Construction Documents, Volume II, Printed 2009 and the City of Surrey Supplementary Specifications and Detailed Drawings.

**SCHEDULE B – APPENDIX 1
SUPPLEMENTARY GENERAL CONDITIONS – (PROJECT)**

No supplementary specifications at this time.

SUPPLEMENTARY GENERAL CONDITIONS (PROJECT)

SECTION	TITLE	SSP

**SCHEDULE B – APPENDIX A-1
PAVEMENT MAINTENANCE LOCATION LIST (PROJECT)**



Schedule B - Appendix A-1
Pavement Maintenance Location List

Click on PDF Icon to view Attachment.



SCHEDULE B – APPENDIX 2 SPECIAL PROVISIONS (PROJECT)

SCHEDULE B – APPENDIX 2 SPECIAL PROVISIONS (PROJECT)

SP 1 SCOPE OF WORK

Services to be performed by the Contractor should include but are not limited to the following:

To provide all labour, supervision, materials, equipment, layout, permits, and related services to the Owner's pavement maintenance program as noted in the drawings.

The general components of Work include, but not limited to, surface mill, full depth mill, utility cover adjustments and repaving of failed existing pavement cuts and general road failures (e.g. potholes, distressed pavement, etc.) as identified in the attached contract maps and location lists.

The Work will be undertaken at the Place of Work, as follows:

Various locations in Surrey, B.C.

The detailed scope of work is as described on the Contract Drawings (listed below), Specifications of Goods and Scope of Services and Supplementary Specifications - Project (Schedule B- Appendix 1).

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.

SP 2 CONTRACT TIME

The *Work* under this *Contract* is to be completed within 120 working days from the Notice to Proceed. Should the *Contractor* fail to complete the *Work* under the *Contract* within the allotted working days, the *Owner* will be entitled to compensation from the *Contractor*, including but not limited to deductions from payments for the following:

- (a) As a genuine pre-estimate of the *Owner's* increased costs for the *Consultant* and the *Owner's* own staff caused by such delay an amount of \$1500.00 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 *Owner* as a direct result of such delay.

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

SP 3 CONSULTANT

The *Consultant* R.F. Binnie & Associates Ltd., R.F. Binnie & Associates Ltd. #314, 9440 202 St, Langley B.C, Telephone: (604) 579-0606 Fax: n/a, E-mail: KNeufeld@binnie.com, represented by: Kyle Neufeld, Project Manager. will be the *Owner's* representative during the performance

of the *Work* until the *Work* is complete. The *Consultant* will advise and consult with the *Owner*. The *Owner's* instruction(s) to the *Contractor* may be forwarded through the *Consultant*.

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

SP 4 PAYMENT CERTIFIER

The Payment Certifier is R.F. Binnie & Associates Ltd. #314, 9440 202 St, Langley B.C., Telephone: (604) 579-0606, Fax: n/a, E-mail: KNeufeld@binnie.com, represented by: Kyle Neufeld, Project Manager.

SP 5 PROJECT MANAGER

The project manager is The City of Surrey - Operations Division, 13450 104 Ave Surrey, B.C. V3T 1V8 Telephone: 604-598-5788 Fax: 604-591-7836 E-mail: TOakley@surrey.ca, represented by: Tina Oakley, Engineering Assistant 3 – Engineering Department, Operations Division.

SP 6 WCB AND OCCUPATIONAL HEALTH AND SAFETY

The *Contractor* agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The *Contractor* agrees that the *Owner* 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 *Owner* to the *Contractor*. The *Owner* shall have the right to withhold payment under this *Contract* until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this *Contract* have been paid in full.

The *Contractor* shall provide the *Owner* 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 *Owner* having any obligations to pay monies under this Agreement.

Without limiting the generality of any other indemnities granted by the *Contractor* in this Agreement, the *Contractor* shall indemnify and hold harmless the *Owner*, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

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

Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the *Contractor*, but by all sub-contractors, workers, material personnel and others engaged by the *Contractor* in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the *Contractor* shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the *Owner* confirming that the *Contractor* shall be the prime contractor responsible for coordination of safety and health under Part 3 of the *Workers' Compensation Act* and Part 20 of the WCB Occupational Health and Safety Regulations. That person will be the person so identified in this Agreement, and the *Contractor* will advise the *Owner* immediately in writing if the name or contact number of the qualified coordinator changes.

The *Contractor* will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.

The *Contractor* shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the *Owner* facilities.

The *Contractor* understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

SP 8 SCHEDULE OF PRICES

This *Contract* is outlined with unit prices.

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.

SP 9 COORDINATION

The *Contractor* will be responsible for coordinating with other *Contractors* *Owner* forces, outside agencies and others as required throughout the *Contract Documents*. 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:

The *Contractor* will be required to coordinate their schedule and work program with the following construction activities, which will be constructed concurrent with the pavement Maintenance and Rehabilitation cut program:

- Other City of Surrey Road Projects prescheduled through “road booking”
- Traffic signal modifications where required and accepted (pre-determined by contractor traffic designate)
- City of Surrey Road Crews
- City of Surrey Line Painting Crews
- Traffic Loop Detector Replacement Crews

SP 10 AVAILABILITY OF PLACE OF THE WORK

The *Place of the Work*, is available for the immediate commencement of the *Work*. The anticipated start date is <<insert date mm/dd/year>>. The *Contractor* will schedule the *Work* accordingly.

SP 11 QUALITY ASSURANCE

Work covered shall be performed by a single firm experienced in asphalt paving of a similar nature and scope. Subject to approval of the *Owner*, 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.

SP 12 JOB CONDITIONS

The *Contractor* shall be familiar with the project location(s) 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 *Owner's* special requests that may be encountered in the execution of any portion of the *Work*.

SP 13 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 *Owner* with an environmental plan (where applicable), acceptable to the *Owner*, 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, *Owner* 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 *Owner* 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.

SP 14 SAFETY

The *Contractor* will be responsible for site safety at the *Place of the 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 – On-Site Hazards and Utilities Present – Before commencing any *Work* at the *Place of the 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 *Owner* and the *Owner's Consultant* (if any).

SP 15 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.

The *Contractor* shall, at all times, ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out the road repair work at various locations throughout the City of Surrey.

Whenever such works are carried out, the *Contractor* at his expense, is to provide:

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

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

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

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

See SSP 19 for more information regarding Traffic Control permits.

SP 16 CONSTRUCTION ACCESS AND TRAFFIC MAINTENANCE

The designated access to and from the *Place of the Work* must be approved by the *Owner*. All construction traffic must use the designated access including heavy equipment, trucks and workers' personal vehicles.

Construction access to the *Place of the Work* areas within existing building for workers and delivery of materials shall be designated by the *Owner*. 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 *Owner* in all matters concerning necessary interference with normal operation of the *Place of the Work*. Minimizing disruption of normal facility/site operation and vehicular movements at the *Place of the 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 the Work*.
- (b) Should provide one (1) week minimum notice to the *Owner*, previous to any disruption or alteration of access to the *Place of the 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.

SP 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 *Owner*, 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 by-laws and noise restrictions, which will apply to all *Work* being completed. Where *Work* or the *Construction Schedule* does not permit compliance with the by-laws, the *Contractor* shall request permission from the *Owner* for special exemptions from the by-laws. No extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the *Owner*.

SP 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 *Owner*, 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 *Owner*, 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.

SP 19 WORKSITE CONDUCT

All labourers and workers, while working in and around the various locations in the City of Surrey, British Columbia, and the *Owner* 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 *Owner* 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.

SP 20 CLEANLINESS AND DISPOSAL OF UNWANTED MATERIALS

The *Contractor* is responsible for the cleanliness of the job sites and accountable for the disposal of all excess and scrap materials. The job sites, at all times must be kept clean of any debris to avoid mishaps and all unwanted materials must be disposed of in an environmentally friendly manner at approved sites with no extra expense to the *Owner*.

The *Contractor* shall 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 *Owner* with an environmental plan (where applicable), acceptance to the *Owner*, which plan shall outline the procedures to be followed by the *Contractor* to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

The *Contractor* shall be responsible to take all necessary measures to comply with the requirements of the Federal and Provincial environmental protection agencies, *Owner* 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.

SP 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 *Owner* 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*.

SP 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*.

SP 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 *Owner*, in writing. Thereupon, the *Owner* will perform a final inspection of the *Work*. If the *Owner* 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*.

SP 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 *Owner* 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 *Owner*, 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 *Owner* at no cost to the *Owner*.

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 *Owner*.

Additionally, all Works required hereunder will be performed as promptly as possible, and in any event within the time stated by the *Owner*, and such *Work* will be subject to approval and acceptance of the *Owner*, 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 *Owner*.

SP 25 VEHICLES/EQUIPMENT

The *Contractor* should have a sufficient number of service vehicles together with sufficient operating personnel to perform the *Work*. If, in the opinion of the *Owner*, whose opinion shall be final and binding, the numbers of service vehicles that the *Contractor* has in service are inadequate to meet the *Work* response times stated herein, the *Contractor* may be given thirty (30) calendar days of notice, after which time the *Contractor* should provide additional vehicles to perform the *Work*, as directed by the *Owner*.

All vehicles/equipment will be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections and display proper registration and license.

All *Contractor's* vehicles/equipment should be equipped with approved back-up alarms, multiple lite revolving/strobe lights, or other necessary warning systems, which should be maintained and in proper operating condition at all times. In the event of a breakdown, the *Contractor* should arrange for reserve equipment, with always the intent to maintain the schedule frequency.

Vehicles/equipment used in the performance of the *Work* is to be identified on both sides with the company name and telephone number. This should be fully legible and displayed in a professional manner. The *Contractor* may also be required to display magnetic signs as supplied by the *Owner*, identifying the *Contractor* as a 'City *Contractor*'. This will not replace the company identification.

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



SCHEDULE B – APPENDIX 3

Supplementary Specifications (Project)

These Supplementary Specifications (Project) should be read in conjunction with the Specifications contained in the Master Municipal Construction Documents, Volume II, Printed 2009 and the City of Surrey Supplementary Specifications and Detailed Drawings.

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SSP.19	Traffic Control Requirements
SSP.20	Traffic Control for Location Mark-Out

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

The *Contractor* is required but is not limited to, as part of his obligation under the Quotation, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP 1 to SSP 20 hereunder.

SSP1 CONTRACT DURATION

The duration of the Agreement shall be for three (3) one-year contracts. The Contract may be renewed for year two (2021) and year three (2022) at the sole discretion of the General Manager of Engineering or their designate.

The Work under this Contract shall be completed not later than 120 Working Days from the Commencement Date. The Contractor shall begin work within 5 Working Days of the Notice to Proceed, which is expected in April 2020.

SSP2 GENERAL REQUIREMENTS

All work shall conform to the MMCD Volume II, the City of Surrey Supplementary MMCD and the City of Surrey Design Criteria Manual. All materials incorporated into the *Work* shall conform to this Contract, to the City's Engineering Standards and to the latest edition of the appropriate specifications of the American Society for Testing and Materials (hereinafter abbreviated as ASTM) or to other standards expressly specified. All provisions in the ASTM and other standards specifications specified regarding materials, workmanship, finish, inspection and rejection are hereby made part of the specifications as far as they are applicable and not inconsistent with the specifications.

Materials incorporated in the work, which are not specifically covered in the specifications, shall be of satisfactory quality and acceptable to the Owner and to the owners of the applicable utilities.

SSP3 GOODS AND MATERIALS TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish all goods, materials and equipment required to complete the *Work(s)*. The Contractor will be required to find, load, haul, unload, store and care for all of the goods and materials whether furnished by the Contractor or by the Owner. The cost of loading, hauling, unloading, storing and caring for the goods and materials required to be furnished by the Contractor shall be included in the prices quoted in Schedule B - Quotation under the items for which the goods and materials are required. The Contractor shall pay all freight, duty, royalties, wharfage, demurrage, taxes and other charges on the materials he furnishes under this Contract.

SSP4 SCHEDULE OF QUANTITY RANGES & UNIT PRICES

Refer to the attached Schedule B - Quotation for a full list of descriptions and unit of measures for each item. Rates for each item shall be estimated per unit of measure and the items corresponding quantity range.

SSP5 UNIT PRICE

The respective amounts of work to be done and carried out and materials to be furnished in the Schedule of Quantity Ranges and Unit Prices are an estimate for purpose of comparing quotations only. The Owner does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the *Work*, or to omit portions of the *Work* that may be deemed necessary or expedient by the Owner. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in the Schedule of Quantity Ranges and Unit Prices.

SSP6 COMMUNICATIONS

The Contractor shall designate one (1) primary and one (1) back-up person responsible to the contractor's work under an agreement. The Contractor shall provide the name and telephone numbers, including emergency/after hour's numbers of such persons and shall keep this information current with the Owner throughout the Term of an Agreement.

SSP7 DISPOSAL SITE

Millings (asphalt, aggregate, etc.) are to be removed from the site and disposed of by the contractor. The contractor may dispose of millings at the City's Stokes Pit disposal site at no cost. The contractor is to ensure that the millings are not mixed with soil or other products.

SSP8 WORK HOURS AND OVERTIME WORK

The Contractor shall not schedule construction work requiring inspection in excess of the standard 40-hour working week. Work start and finish time may vary depending on the type of work and project schedule.

The Contractor should be aware that the work hours set out in the road permits for this project will vary depending on the road classification. Construction on city roads will be permitted as follows:

Arterial and Collector Roads: 9AM – 3PM

Local Roads: 7AM – 10PM except school zones after September 9th, 2020

School Zones: Current – June 26, 2020 and September 8, 2020 – June 2021
9AM – 2:30PM and 4:00PM – 10PM assuming it's on a Local Road

With the advanced approval of the Contract Administrator, extended working hours on working days will be permitted for operations which must reasonably be completed on that day.

On the infrequent occasion that the Contractor finds it necessary to work on Saturday or Sunday the Contractor shall obtain the Contract Administrator's approval one week in advance. They shall also be charged for the full portion of inspection costs. Such costs shall be deducted from monthly progress payments.

SSP9 WORKING IN PROXIMITY TO OVERHEAD POWER LINES

All work shall be in strict compliance with WCB, Industrial Health and Safety regulations, Section 24, which includes the minimum requirements and clearance applying to all persons working in proximity to overhead power lines.

SSP10 TESTS AND INSPECTIONS

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Project Manager and Consultant timely notice of readiness therefore.

All tests shall be at the Contractor's expense including additional expenses tests required as a result of delays by the Contractor. For all required tests, on any Work prepared, performed, the Contractor shall furnish the Project Manager and Consultant with the required Certificates of Inspection, testing, or approval. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager and Consultant and at the Contractor's expense.

The Contractor will be required to complete a conventional Marshal test on the asphalt material at the following times during the contract:

- **First day of construction**
- **Within 5 working days of the beginning of subsequent construction months**

The contractor will also be required to complete a minimum of **three density tests** at locations chose at the discretion of the Consultant.

The contractor will be given sufficient notice of the three locations prior to construction and density testing. All required testing will be considered incidental to the unit prices in the schedule of quantities.

Neither observations by the Project Manager, or any City Inspector nor inspections, tests or approvals by person other than the Contractor shall relieve the Contractor of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

SSP11 STOP WORK

When Work is defective or when the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payment to Sub-Contractors for labour, materials, or equipment, or if the Contractor violates any provisions of these Contract Documents, the Project Manager may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the Project Manager to stop the Work shall not give rise to any duty on the part of the Project Manager to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

SSP12 SURFACE MILL PAVEMENT CUT RESTORATION

This special provision is in addition to Surrey's Standard Construction Documents, MMCD Section 32 12 16 – 1.5.9.

The existing road cuts listed in shall be repaired as follows:

- Arterial roads shall be milled to a 50mm depth, while collector and local roads shall be milled to a 40mm depth. All millings shall be removed from the site. The Contractor shall be responsible for disposal of the millings, although the City's Stokes Pit can be used for disposal at no cost.
- Blow milled surface clean with a compressor that could produce at least 175 cubic feet per minute.
- Apply tack coat to the joints and milled areas. Resurface the milled area with Upper Course #1 asphalt and compact to specification as per MMCD Section 32 12 16.

The unit price shall include, but is not limited to:

- Mobilization and demobilization;
- Milling, cleanup and disposal of milled asphalt;
- Blowing or Sweeping & Vacuuming the milled surface clean (removing all loose material and dust);
- Application of tack coat as required;
- Reinstatement of milled area with Upper Course #1;
- General cleanup;
- Traffic control;
- Milling of the road cut area shall be followed by repaving on the same day.

SSP13 FULL DEPTH PAVEMENT PATCHING

This special provision is in addition to Surrey's Standard Construction Documents, MMCD Section 32 12 16 – 1.5.9.

If it is determined that the existing pavement cut is of insufficient depth to carry out the work specified in SSP12, or if the existing pavement cut is alligatored or potholed, SSP13 shall apply.

The new asphalt patch shall be Upper Course #1 and the thickness will vary depending on the Schedule of Quantities and road classification.

The existing road cuts listed in shall be repaired as follows:

- Arterial roads shall be milled to a 125mm depth, collector roads shall be milled to a depth of 100mm, and local roads shall be milled to an 85mm depth. All millings shall be removed from the site. The Contractor shall be responsible for disposal of the millings, although the City's Stokes Pit can be used for disposal at no cost.
- If the existing road is thicker than the milling depth specified above, the contractor shall stop at the required milling depth and tack coat the existing asphalt surface.
- Compaction of the existing base to 95% modified proctor density.
- If required, blow milled surface clean with a compressor that could produce at least 175 cubic feet per minute.
- Apply tack coat to the edges, joints and milled areas if required.
- Pave the road cut with two lifts of Upper Course #1 asphalt and compact to specification as per MMCD Section 32 12 16.

The unit price shall include, but is not limited to:

- Mobilization and demobilization;
- Milling, cleanup and disposal of milled asphalt;
- Blowing or Sweeping & Vacuuming the milled surface clean (removing all loose material and dust);
- Application of tack coat as required;
- Reinstatement of milled area with Upper Course #1;
- General cleanup;
- Traffic control;
- Milling of the road cut area shall be followed by repaving on the same day.

SSP14 INTERSECTION WORK

No special payment will be made for the patches that are within an intersection. The contractor's unit rates shall include all traffic control costs, regardless of the location of a patch. The Contractor can, but is not required to, complete intersection work at night.

SSP15 TRAFFIC LOOP DETECTOR REPLACEMENT

During construction, there may be pavement cut patches that will cut through an active traffic loop detector at an intersection. If a loop detector will be impacted, the contractor shall be required to give the Contract Administrator and the Owner two days' notice. If two days' notice is given, the Owner will coordinate and pay for the loop detector replacement.

If two days' notice is NOT given, the contractor will be required to coordinate and pay for the loop detector replacement at their own cost. The loop detector shall be replaced within two days of being impacted.

SSP16 EXISTING UTILITY COVER ADJUSTMENT

The Contractor shall locate and mark all utility covers before work is commenced on any street. Utility covers that need to be adjusted to match road profile and cross section shall be *loosened* by removing existing pavement around valve by jack-hammering or other approved means.

The Contractor is responsible for (a) *loosening*, and (b) adjusting utility covers. In some cases, the following agencies may wish to *loosen* their utility covers:

1. Water valve covers by the City Waterworks Department.
2. Survey monument covers by the City Survey Department.
3. Gas valve covers by FortisBC
4. Telephone cover and appurtenances by Telus.

5. B.C. Hydro cover and appurtenances by B.C. Hydro
6. Greater Vancouver Regional District manholes or valves by GVRD

The Contractor shall contact each agency, confirm who will be performing this work, and give sufficient notice to the above utilities as necessary to allow this work to be completed at least one day prior to paving. No payment will be made for any delays resulting from this work not being completed prior to paving.

Replacement of existing water valve boxes is included with adjustments. MR type valve boxes and covers are to be supplied by the City of Surrey

Payment for Raising Existing Utility Covers will be made at the applicable unit price bid for the actual number and type of covers *loosened* and adjusted. Where *loosening* is **not** required, no payment will be made.

The unit price bid shall include all costs associated with or incidental to raising the utility covers, including any claims by outside agencies.

SSP17 ADJUST MANHOLE FRAME AND COVER

In the event that a manhole within a proposed patching area has settled and requires an adjustment, the manhole frame and cover shall be adjusted as follows:

- Adjust manhole covers to finished paving grades.
- Cast Iron Riser Rings are not permitted.
- Measurement for payment per following descriptions:

Remove existing cast iron frame and cover, concrete lid and vertical sections as necessary. Provide new vertical sections, new frame and cover (provided by City of Surrey if manhole is city infrastructure); construct the new frame to the new grade, profile and cross-fall, add new concrete risers to suit. The contractor should be aware that this item is considered as an "allowance" for adjustments that are encountered during construction. The actual quantity of manhole adjustments may vary.

SSP18 CORRECTION OR REMOVAL OF DEFECTIVE WORK

When directed by the Project Manager the Contractor shall promptly, without cost to the Owner and as specified by the Project Manager, correct the defective Work remove it from site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the Project Manager, the Owner may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

If, after approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or if it has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

SSP19 TRAFFIC CONTROL REQUIREMENTS

General Requirements

City Road and Right-of-Way (CRRP) and Traffic Obstruction (TOP) permits will need to be obtained by the Contractor. An accepted Traffic Management Plan (TMP) prepared by a qualified Traffic Management Company or Subcontractor, in accordance with the Ministry of Transportation and Infrastructure's *Traffic Control Manual for work on Roadways*, as amended, is required to obtain the CRRP and TOP for all arterial and collector roads.

For local road, a TMP will be required in the event of a full road closure similar to an arterial/collector road, otherwise figure numbers from the *Traffic Control Manual for work on Roadways* may be accepted.

In addition, the traffic plan must conform to the City of Surrey's Supplementary Traffic Management Plan Requirements document, as amended.

The *Contractor* is solely responsible for preparing, implementing and maintaining the plan.

TMP shall;

- Be prepared using editable computer program and submitted in digital pdf format as well as hard copy. Revisions can be resubmitted in PDF format at discretion of the City of Surrey.
- Advance notices should be delivered to affected businesses at least 3 (three) working days before planned traffic diversion/start of work.
- Include the proposed hours of work indicating when the construction activity will start and will be completely removed.

Typical roadway designation working hours (hours will be subject to review of plans);

- 9am – 3pm for arterial/collector
- 7am – 10pm for local

In the event that excessive traffic delays or unsafe conditions result from implementation of the accepted TMP, the City of Surrey's Traffic Management Section may suspend the work and require modifications to the plan.

TMP is to be submitted to Tina Oakley at the City of Surrey.

Contractor responsible to allow sufficient time for TMP review, possible modifications, and preparation of signage when preparing the project schedule. The City will make all efforts to permit the work to proceed quickly, however, please allow 5 to 10 business days for TMP review.

No claims for delays or time extensions will be considered due to work suspension resulting from failure to obtain an accepted TMP and permit.

The *Contractor* may apply for exemptions to noise by-laws and work nights or evening. The *Contractor* shall complete all application forms and pay required fees to the City of Surrey when apply for exemptions. The *Owner* does not guarantee that exemptions will be granted. No shift premiums will be paid for night or weekend work.

Payment

Payment for the preparation and submission of Traffic Management Plans will be paid per drawing under the Schedule of Quantities and Prices. Costs shall include all revisions that may be required by the City.

Payment for all traffic control implementation will be incidental to payment for work described in other sections.

Where there is work that is outside the normal work hours or is in a configuration outside of MOT standards, a separate drawing may be required to be reviewed and accepted by the City's Traffic Management Section.

Traffic Management Plan Requirement

The following link(s) should be utilized throughout the duration of the contract.

<https://www.surrey.ca/city-services/4618.aspx>

<https://www.surrey.ca/files/Traffic%20Management%20Plan%20Requirements%20-Traffic%20Obstruction%20web%20page.pdf>

Reference Materials

The following information links must be used as reference to in generate the TMPS.

<https://www.surrey.ca/files/Traffic%20Management%20Plan%20Requirements%20-Traffic%20Obstruction%20web%20page.pdf>

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/traffic-engineering-safety/trafficmanagementmanual>

SSP20 Traffic Control for Location Mark-Out

The contractor shall work with the consultant's inspector and provide sufficient traffic control to ensure the safety of the inspector while marking out patches at locations ahead of the contractor. The contractor is encouraged to be present with the inspector while patches are marked out to be familiar with the dimensions and site constraints.

No additional payment will be made for traffic control safety provided for the consultant's inspector.



SCHEDULE B – APPENDIX 4

Contract Drawings (Project)

SCHEDULE B - APPENDIX 4

List of *Contract Drawings (Project)*

The following *Contract Drawings (Project)* are included in the RFQ documents:

2020 Pavement Restoration – Operations Maintenance – CONTRACT 1220-040-2020-015				
CONTRACT DRAWING INDEX				
DRAWING TITLE	DRAWING No.	DATE	REVISION NO.	REVISION DATE
Roadworks - South	19-1105-R1	2019.12.10	A	2020.02.20
Roadworks - Central	19-1105-R2	2019.12.10	A	2020.02.20
Roadworks - North	19-1105-R3	2019.12.10	A	2020.02.20

SCHEDULE B - APPENDIX 4

List of Contract Drawings (Project) – (Continued)

SOUTH PAVEMENT MAINTENANCE MAPS			NORTH PAVEMENT MAINTENANCE MAPS		
DRAWING TITLE	DRAWING No.	REVISION DATE	DRAWING TITLE	DRAWING No.	REVISION DATE
20 Avenue, 128 St	S1.00	2020.01.29	104 Avenue, 160 St – 164 St	N1.00–1	2020.01.29
16 Avenue, 126A St – 12750 Block	S2.00–1	2020.01.29	104 Avenue, 160 St – 164 St	N1.00–2	2020.01.29
16 Avenue, 126A St – 127 St	S2.00–2	2020.01.29	104 Avenue, 160 St – 164 St	N1.00–3	2020.01.29
32 Avenue, 144 St – 147 St	S3.00	2020.01.29	104 Avenue, 144 St	N2.00	2020.01.29
20 Avenue, West of KGB – KGB	S4.00	2020.01.29	132 Street, 114 Ave – 115 Ave	N3.00	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00–1	2020.01.29	88 Avenue, #12345 – 128 St	N4.00–1	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00–2	2020.01.29	88 Avenue, #12345 – 128 St	N4.00–2	2020.01.29
16 Avenue, 148 St – Martin Dr	S5.00–3	2020.01.29	88 Avenue, #12345 – 128 St	N4.00–3	2020.01.29
148 St, 2300 Blk	S6.00	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–1	2020.01.29
34 Avenue, #15678	S7.00	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–2	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–1	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–3	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–2	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–4	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–3	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–5	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–4	2020.01.29	132 Street, 88 Ave – 93 Ave	N5.00–6	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–5	2020.01.29	Nordel Way, 120 St – Int.	N6.00	2020.01.29
Crescent Road, Elgin Rd – 128 St	S8.00–6	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–7	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–8	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–9	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–10	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–11	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–12	2020.01.29			
Crescent Road, Elgin Rd – 128 St	S8.00–13	2020.01.29			
			CENTRAL PAVEMENT MAINTENANCE MAPS		
			DRAWING TITLE	DRAWING No.	REVISION DATE
			148 Street, 60 Ave – 64 Ave	C1.00–1	2020.01.29
			148 Street, 60 Ave – 64 Ave	C1.00–2	2020.01.29
			80 Avenue, 170A St – 172 St	C2.00–1	2020.01.29
			80 Avenue, 170A St – 172 St	C2.00–2	2020.01.29
			64 Avenue, 146 St – 148 St	C3.00	2020.01.29
			64 Avenue, 138 St – 140 St	C4.00–1	2020.01.29
			64 Avenue, 138 St – 140 St	C4.00–2	2020.01.29
			King George Blvd, 72 Ave – 74 Ave	C5.00–1	2020.01.29
			King George Blvd, 72 Ave – 74 Ave	C5.00–2	2020.01.29
			132 Street, 73A Ave – 76 Ave	C6.00–1	2020.01.29
			132 Street, 73A Ave – 76 Ave	C6.00–2	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00–1	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00–2	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00–3	2020.01.29
			60 Avenue, 148 St – 152 St	C7.00–4	2020.01.29
			Fraser Hwy, 152 St – Fleetwood Way	C8.00–1	2020.01.29
			Fraser Hwy, 152 St – Fleetwood Way	C8.00–2	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00–1	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00–2	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00–3	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00–4	2020.01.29
			152 St, 68 Ave – 72 Ave	C9.00–5	2020.01.29



Drawings
2020 Pavement
Maintenance Program Maps



Drawings
South Pavement
Maintenance Maps



Drawings
North Pavement
Maintenance Maps



Drawings
Central Pavement
Maintenance Maps

Click on PDF Icon to view Attachment Drawings.



SCHEDULE C – FORM OF QUOTATION

RFQ Title: 2020 Pavement Restoration – Operations Management

RFQ No: 1220-040-2020-015

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

Owner 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., Canada, V3T 1V8

Email for PDF Files: purchasing@surrey.ca

1. I/We, the undersigned duly authorized representative of the Contractor, having received and carefully reviewed all of the proposed documents, including the RFQ and any issued addenda posted on the City Website and BC Bid Website, and have full knowledge of the *Place of the Work*, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the *Work*, do hereby tender and offer to enter into a *Contract*, to do all of the *Work*, and to furnish all necessary labour, machinery, provide tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified, to complete the *Work* herein described, in strict accordance with the plans, *Specifications* and supplemented specifications and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities at the unit price set forth in the Quotation herein as follows.

2. If this Quotation is accepted by the *Owner*, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and

- (c) other terms, if any, that are agreed to by the parties in writing.
- 3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
- 4. I/We have reviewed the sample Form of Agreement (Schedule B). If requested by the *Owner*, I/we would be prepared to enter into the sample Form of Agreement, amended by the following departures (list, if any):

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

- 5. The *Owner* requires that the successful *Contractor* have the following in place **before providing the Work**:
 - (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner's* sample insurance certificate form available on the *Owner'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)
----------------	--

- 6. 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 *Owner* 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:

7. In addition to the warranties provided in the Contract, this Quotation includes the following warranties:

8. I/We have reviewed the RFQ, Schedule A – Scope of Work and Contract Drawings. If requested by the *Owner*, 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)

Schedule of Quantities and Prices (see paragraph 5.3.1 of the Instruction to Tenderers – Part II):

9. The GST shall be shown separately. Accordingly the *Contractor* offers to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Table 2 below, the *Schedule of Quantities and Prices*, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purpose of *Quotation* comparison, our Quotation is to complete the Work for the Total Quotation Price as set out on Table 1 of this Quotation Form. Our Total Quotation Price is based on the estimated quantities listed in Table 2 *Schedule of Quantities and Prices* and excludes GST.

Table 1 - Summary:

Line Item	DESCRIPTION	AMOUNT
A.	<<insert pricing requirements>>	
B.	<<insert pricing requirements>>	
C.	<<insert pricing requirements>>	
D.		Sub Total:
E.		GST:
F.	Total Quotation Price, including GST:	

Table 2 – Schedule of Quantities and Prices:

Fees and Payments

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

SCHEDULE OF QUANTITIES AND PRICES
2020 Pavement Maintenance Program

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1 Traffic Management Plan Preparation (including all revisions required) (SSP19)	Drawing	100		
2 Arterial Roads - Full Depth Pavement Patching (Max 125mm thick) (SSP13)				
.1) Area Less than 50m ²	sq.m	2,400		
.2) Area between 50m ² and 100m ²	sq.m	2,850		
.3) Area of cut between 100m ² - 300m ²	sq.m	3,100		
.4) Area of cut over 300m ²	sq.m	6,800		
3 Arterial Roads – Surface Mill Restoration (Max 50mm thick) (SSP12)				
.1) Area Less than 50m ²	sq.m	100		
.2) Area between 50m ² and 100m ²	sq.m	200		
.3) Area of cut between 100m ² - 300m ²	sq.m	250		
.4) Area of cut over 300m ²	sq.m	1,500		
4 Collector Roads - Full Depth Pavement Patching (Max 100mm thick) (SSP13)				
.1) Area Less than 50m ²	sq.m	500		
.2) Area between 50m ² and 100m ²	sq.m	650		
.3) Area of cut between 100m ² - 300m ²	sq.m	1,700		
.4) Area of cut over 300m ²	sq.m	4,500		
5 Collector Roads – Surface Mill Restoration (Max 40mm thick) (SSP12)				
.1) Area Less than 50m ²	sq.m	40		
.2) Area between 50m ² and 100m ²	sq.m	50		
.3) Area of cut between 100m ² - 300m ²	sq.m	100		

.4)	Area of cut over 300m ²	sq.m	300	
6 Local Roads - Full Depth Pavement Patching (Max 85mm thick) (SSP13)				
.1)	Area Less than 50m ²	sq.m	40	
.2)	Area between 50m ² and 100m ²	sq.m	50	
.3)	Area of cut between 100m ² - 300m ²	sq.m	100	
.4)	Area of cut over 300m ²	sq.m	300	
7 Local Roads – Surface Mill Restoration (Max 40mm thick) (SSP12)				
.1)	Area Less than 50m ²	sq.m	40	
.2)	Area between 50m ² and 100m ²	sq.m	50	
.3)	Area of cut between 100m ² - 300m ²	sq.m	100	
.4)	Area of cut over 300m ²	sq.m	300	
8	Existing Utility Cover Adjustment (SSP16)	Each	10	
9	Existing Manhole Frame and Cover Adjustment (SSP17)	Each	6	

Sub Total: \$ _____

GST (5%): \$ _____

Total Quotation Price Including GST: \$ _____

(carry this amount forward to summary sheet)

We confirm that we understand and agree that the quantities as listed in the above Table 2 – *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

List of Optional Prices:

- 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. Performance Bond at 50% of total Contract Price:	\$[]	\$[]
OP-2. Labour and Material Payment Bond at 50% of total Contract Price:	\$[]	\$[]

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 3 – Schedule of Labour Rates:

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

Table 4 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Equipment Rate
		\$
		\$

Preliminary Construction Schedule (See paragraph 5.3.2 of the Instructions to Tenderers – Part II):

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

- (a) Commence the *Work* on or before: _____; and
- (b) To Achieve *Substantial Performance* of the *Work* on or before:
_____ (WORK DURATION OR DATE).

ACTIVITY (Insert the following milestone dates)	CONSTRUCTION SCHEDULE (Time from Notice To Proceed In Days)									
	10	20	30	40	50	60	70	80	90	100

Proposed Disposal Site: _____

Experience of Superintendent, (see paragraph 5.3.3 of the Instructions to Tenderers – Part II)

13. *Contractor* should provide information on the background and experience of project superintendent proposed for the performance of the *Work* (use the spaces provided and/or attach additional pages, if necessary):

Proposed Project Superintendent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Contractor’s Comparable Work Experience, (see paragraph 5.3.4 of the Instructions to Tenderers – Part II)

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

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

Subcontractor's Work Experience, (see paragraph 5.3.5 of the Instructions to Tenderers – Part II)

16. *Contractor* should provide the experience and qualifications of all proposed *subcontractors* for the divisions or sections of the work listed below: (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Trade Work</i>	<i>Subcontractor Name</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

SUPPLIERS

17. *Contractor* intends to use the following suppliers and manufacturers for [describe relevant portions of the Work].

<i>Supplier Name</i>	<i>Manufacturer Name</i>	<i>Supplier Address</i>	<i>Description of Good</i>

The *Owner* 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 suppliers, if necessary.

[End of Page]

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

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

CONTRACTOR

I/We have the authority to bind the *Contractor*.

(Legal Name of *Contractor*)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

**ATTACHMENT 1
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 proposal with the *City* of that workplace to be the prime *Contractor* for the purposes of this Part, or
 - (b) if there is no proposal referred to in paragraph (a), the *City* 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 WCB OH&S Regulation.

As a *Contractor* signing this *Contract* with the *City*, 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 WCB 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 *Contract*, the *Contractor* agrees to accept all responsibilities of the Prime *Contractor* for this project.

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

Contract No.: 1220-040-2020-015

Project Title: 2020 Pavement Restoration – Operations Management

Company Name: _____

WorkSafeBC #: _____

ATTACHMENT 2
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 sub*contractors*.
7. *Contractor* must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime *Contractor's* Orientation.

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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



GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and 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 - <i>Contractor</i> 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: _____

