



## **REQUEST FOR QUOTATIONS**

**Title:** Road Restoration Services – Water Operations  
**Reference No.:** 1220-040-2024-040

## **WORKS PROJECTS (MMCD)**

(Construction Services)

Issue Date: May 27, 2024

**REQUEST FOR QUOTATIONS**  
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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* should submit the Quotation **electronically** in a single pdf file which must be delivered to the *Owner* by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

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 to confirm receipt. A *Contractor* bears all risk that the *Owner*’s equipment functions properly so that the *Owner* receives the Quotation in accordance with the RFQ.

### 3. DATE

The *Owner* would prefer to receive Quotations on or before **June 12, 2024** (the “**Preferred Closing Date**”).

### 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: Sunny Kaila, Manager, Procurement Services

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-040-2024-040

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](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and on the *Owner Website* at [www.surrey.ca](http://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 CONTRACTORS

The *Owner* reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the *Owner* may decide, and to select one or more *Contractors* to enter into discussions with the *Owner* for one or more Contracts to perform a portion or portions of the Goods and Services. If the *Owner* exercises its discretion to divide up the Goods and Services, 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 Goods and Services and entering into one or more Contracts with one or more *Contractors*.

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## **SCHEDULE A – SCOPE OF WORK**

**PROJECT TITLE: Road Restoration Services – Water Operations**

**PROJECT No.: 1220-040-2024-040**

### **1. DESCRIPTION OF SCOPE OF WORK**

The Contractor will provide all labour, materials, equipment, and other related services to asphalt road restoration for five water operations maintenance crews. There will be up to six sites daily, in which the road cuts may vary in size from 1m<sup>2</sup> to 40m<sup>2</sup>. The contractor will provide services within 24 hours notice. Order quantities may be subject to change up to two hours before scheduled call out time.

The general components of Work includes, but not limited to,

1. Supply & place materials and provide services for the items listed in Schedule C – Quotation, item 9 - Table 1: Schedule of Quantities and Prices;
2. Saw cutting road cut edges for smooth transitions;
3. Provide any other works incidental to the proposed improvements;
4. Removal of cold mix patch and gravel from area to be paved;
5. Excavated millings (cold mix patch and gravel) to be disposed at a predetermined site within Surrey, as directed by the City. The City's intent is to reuse this excavated material at other project locations or stockpile material at one of our satellite yards; and
6. Restoration work for each site must be completed within the time frame provided by the City.

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

Locations for work items described in Schedule C - Quotation – Table 1: Schedule of Prices. shall be determined by the City of Surrey on an as needed basis

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

The Contractor is to furnish certificates confirming Work conforms to requirements of Authorities having jurisdiction.





## **SCHEDULE B – SAMPLE FORM OF AGREEMENT**

- 1. Form of Agreement between Owner and Contractor**
- 2. Schedule 1 – Schedule of Contract Documents**



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, Surrey Operations Centre Water Operations  
6651 – 148th Street  
Surrey, B.C., V3S 3C7  
Attention: <<insert name and job title of project lead>>

*The Contractor:*

<<Contractor Name>>  
<<Contractor Address>>  
Attention: <<insert name and job title of Contractor contact>>

*The Contract Administrator:*

City of Surrey, Surrey Operations Centre Water Operations  
6651 – 148th Street  
Surrey, B.C., V3S 3C7  
Attention: <<insert name and job title of Consultant contact>>

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 comply with all applicable policies, procedures and instructions provided by the *Owner*.

- 7.3 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.4 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*.
- 7.5 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.6 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.

*Owner:*

CITY OF SURREY

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<<Authorized Signatory Name>>

<<Authorized Signatory Title>>

*Contractor:*

<<FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL>>

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<<Authorized Signatory Name>>

<<Authorized Signatory Title>>

**SCHEDULE B – SAMPLE AGREEMENT**  
**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 April, 2020. 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\*\*;
4. General Conditions\*;
5. Special Provisions, Project
6. Supplementary Specifications, Project;
7. Supplementary Specifications\*\*;
8. Specifications\*;
9. Supplementary Standard Detail Drawings\*\*;
10. Standard Detail Drawings\*;
11. Executed Form of Quotation, including all Appendices, and Form of Agreement;
12. Schedule 2 to the Agreement – “List of *Contract Drawings*”;
13. Instructions to Tenderers – Part II\*;
14. Prime Contractor Designation; and
15. Contractor Health and Safety Expectations.

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 *RFQ closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

Any additional information made available to *Contractors* prior to the *RFQ closing Date* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 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 B – APPENDIX 1 SPECIAL PROVISIONS**

## SCHEDULE B – APPENDIX 1 - SPECIAL PROVISIONS

### SP 1 SCOPE OF WORK

The Contractor shall furnish all necessary labour, supervision, materials, plant, equipment, layout, survey, permits, and inspections, and related services to asphalt road restoration for six water operations maintenance crews. There will be up to six sites daily, in which the road cuts may vary in size from 1m<sup>2</sup> to 40m<sup>2</sup>. The contractor will provide services with 24 hours' notice. Order quantities may be subject to change up to two hours before scheduled call out time. Furnish certificates confirming work conforms to requirements of Authorities having jurisdiction.

The general component of Work includes, but not limited to,

- Supply & place materials and provide services for the items listed in Schedule C – Quotation, Table 1: Schedule of Quantities and Prices;
- Saw cutting road cut edges for smooth transitions;
- Provide any other works incidental to the proposed improvements;
- Removal of cold mix patch and gravel from area to be paved;
- Excavated millings (cold mix patch and gravel) to be disposed at a predetermined site within Surrey, as directed by the City. The City's intent is to reuse this excavated material at other project locations or stockpile material at one of our satellite yards; and
- Restoration work for each site must be completed within the time frame provided by the City.

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

Locations for work items described in Schedule C - Quotation – Table 1: Schedule of Prices shall be determined by the City of Surrey on an as needed basis.

The Contractor is to furnish certificates confirming Work conforms to requirements of Authorities having jurisdiction.

The detailed scope of work is as described on the Special Provisions (Schedule B – Appendix 1) and Supplementary Specifications (Project) (Schedule B - Appendix 2).

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

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



## SP 2 CONTRACT TIME

All Work under this Contract shall be completed by no later than **June 20, 2025**. No items of Work will be assigned to the Contractor that could not reasonably be completed before this date.

Should the *Contractor* fail to complete the *Work* under the *Contract* indicated above, 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 \$250.00 per day or pro rata portion for each calendar day that actual substantial performance is achieved after the substantial performance milestone date; plus
- (b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *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 PAYMENT CERTIFIER

The Payment Certifier is City of Surrey, 6651 148 St., Surrey, BC V3S 3C7. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_, represented by: <<insert name of the payment certifier and title>>.

## SP 4 PROJECT MANAGER

The project manager is City of Surrey, 6651 148 St., Surrey, BC V3S 3C7. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_, represented by: <<insert name of project manager and title>>.

## SP 5 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 6 SCHEDULE OF PRICES**

This Contract is based on unit prices.

For unit price items, the number of units for each item (i.e., 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. No adjustment to the unit price will be considered as a result of such variation.

#### **SP 7 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:

##### Other Contractors

NONE.

#### **SP 8 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 **June 24, 2024**. The *Contractor* will schedule the *Work* accordingly.

#### **SP 9 QUALITY ASSURANCE**

Work covered shall be performed by a single firm experienced in rehabilitation of sewer mains and laterals using a cured in place liner, CCTV inspections, manhole inspections and smoke testing of sewer mains and laterals or other work of 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 10 JOB CONDITIONS**

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

## SP 11 ENVIRONMENTAL PROTECTION

The *Contractor* warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with it and covenants and agrees to provide the *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 12 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 – Fall Protection - The *Contractor* and any trade *Contractor* shall include for all fall protection equipment and requirements necessary to complete scope of *Work* in a safe manner and in compliance with the site safety plan, which includes: Fall protection must be worn when working at a height over 6 ft. or as the hazards present necessity.

Safety – On-Site Hazards and Utilities Present – Before commencing any *Work* at the *Place of 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 13 TRAFFIC CONTROL

The *Contractor* shall at all times ensure that safety of the public (vehicular and pedestrian traffic) and its employees while carrying out cured in place relining, CCTV inspection, manhole inspections and smoke testing of sewer mains and laterals or other work of similar nature and scope.

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](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.

#### **SP 14 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 15 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 16 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 17 WORKSITE CONDUCT**

All labourers and workers, while working in and around 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 18 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 19 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 20 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 21 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 22 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 23 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 2 SUPPLEMENTARY SPECIFICATIONS (PROJECT)**

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

### **METHOD OF MEASUREMENT AND PAYMENT**

**1.0 General** The methods of measurement and payment as described in the individual sections of the MMCD will not apply to the work in this Contract. This section replaces any MMCD paragraph entitled Measurement and Payment.

**1.1 Payment** .1 All payment for work within this Contract is included in the lump sum(s) and unit prices listed in Schedule C – Form of Quotation. No separate or extra payment will be made for the work described as part of the work in the Contract Documents.

.2 The work includes all materials, labour, equipment, plant, cut and waste, specified testing, other incidentals, and miscellaneous materials necessary to complete the work in conformance with the Specifications.

.3 The determination of the percentage of the work complete for the purposes of a progress payment will be made by the Contract Administrator and will be determined to an accuracy of plus or minus 5%.

**- END OF PAGE -**

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

The Supplementary Specifications (Project) shall be read in conjunction with the Master Municipal Construction Documents (MMCD) Volume II – General Conditions, Specifications and Standard Detail Drawings 2009, as amended (not included herein); and the City of Surrey Supplementary Master Municipal Construction Documents: Supplementary General Conditions, Supplementary Specifications and Supplementary Standard Drawing, April 2020.

### **SERVICES PURSUANT TO GENERAL CONDITIONS**

The Contractor is required, as part of his obligation under the Agreement, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Project) SSP1 to SSP20 hereunder.

#### **SSP 1 Description of Work**

Road Restoration Services – Water Operations contract involves the supply and delivery of labour, equipment and material to restore asphalt road surface for six water operations maintenance crews.

#### **SSP 2 Scope of Work**

The general component of Work includes, but not limited to,

- Supply & place materials and provide services for items 1 through 6 listed in Schedule C - Quotation, Table 1: Schedule of Quantities and Prices
- Saw cutting road cut edges for smooth transitions
- Provide any other works incidental to the proposed improvements.
- Removal of cold mix patch and gravel from area to be paved
- Excavated millings (cold mix patch and gravel) to be disposed at a predetermined site within Surrey, as directed by the City. The City's intent is to reuse this excavated material at other project locations or stockpile material at one of our satellite yards.
- Restoration work for each site must be completed within the time frame provided by the City.

#### **SSP 3 General Requirements**

All work to conform to the City of Surrey Supplementary Master Municipal Construction Documents (April 2020 Edition). Also, to the Master Municipal Construction Document Standards and Specifications Volume II Platinum Edition (MMCD). All materials incorporated into the work to conform to the Contract, to the City's Engineering Standards.

Goods & Services incorporated in the work, which are not specifically covered in the specifications, are to be of good quality and acceptable to the City.

#### **SSP 4 Goods and Materials to be Furnished by the Contractor**

The Contractor is to furnish all goods, materials and equipment required to complete the work(s). The Contractor to 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 City. The cost of loading, hauling, unloading, storing and caring for the goods and materials required to be furnished by the Contractor is to be included in the prices as quoted in section 9 of Schedule C – Quotation under the items for which the goods and materials are required.

**SSP 5 Locations of Work**

Locations for work items described are to be determined by the City of Surrey on an “as needed” basis.

**SSP 6 Schedule of Prices**

Refer to the section 9 of Schedule C – Quotation for a full list of descriptions and unit of measures for each item. Rates for each item are to be quoted per unit of measure and corresponding ranges if applicable.

**SSP 7 Quantity Ranges**

Quantity Ranges for quoting Unit Prices are to be based on the number of units accomplished per site. Unit prices are to include costs for mobilization and demobilization per project.

**SSP 8 Unit Price**

The respective amounts of work and service to be done and carried out and materials to be furnished in section 9 of Schedule C – Quotation is an estimate for purpose of comparing quotations only. The City 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 City. The Contractor to 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 section 9 of Schedule C – Quotation.

**SSP 9 Force Account Rates**

The Contractor shall provide hourly rates for equipment and personnel on the corresponding Force Account Rate tables in section 11 of Schedule C – Quotation, tables 1 & 2. Force Account Equipment and Labour are to be performed in accordance with MMCD 10.1, 10.2 and 10.3.

The City will use the unit price per item listed in section 9 of Schedule C – Quotation and/or Force Account Rates to conduct the required work. Force Account Rates are rates for equipment and personnel related to items listed in section 9 of Schedule C – Quotation and shall only be used when the City has approved that additional work is required, other than that already included in the unit rates, to complete the work.

The Contractor shall provide an estimate of the work to be performed using Force Account Rates. City approval shall be obtained prior to commencing any work under Force Account Rates.

**SSP 10 Asphalt**

All hot mix asphalt to be furnished by the contractor to be mix-type Upper Course #1 and to conform to section 32-12-16 2.1.3.2.

Add new clause 1.5.11 to section 32 12 16 as follows: Payment for asphaltic concrete restoration includes all construction joint preparation, supply and placing of asphaltic concrete, compaction and adjustment and cleaning frames, covers and lids of all castings affected. Payment to include all required Asphalt Tack and Asphalt Prime and all other labour, materials and equipment required to complete the works to be included.

### **SSP 11 Common Excavation**

Common Excavation shall conform to MMCD Section 31-24-13.

Removal of surplus material suitable for fill from the site shall be disposed at a City approved disposal area or relocated to another project site. Unapproved material shall be disposed of at the Contractors expense. All granular material will be re-used and is not to be disposed of by the Contractor. Excavated areas may be left at finished grade by City crews for the purposes of public safety.

Where the contractor is required to remove cold mix patch or gravel, in preparation for pavement restoration, the road cut must be prepped to the depth of existing asphalt road surface to a maximum of 150mm. Payment for Common Excavation shall be made in square meters under Item 6 in section 9 of Schedule C – Quotation.

### **SSP 12 Timing of Work**

The Contractor, on short-term notifications from the City, is to perform work for all items listed in section 9 of Schedule C – Quotation.

### **SSP 13 Equipment**

The Contractor is to provide and maintain in good operating condition, all equipment necessary to comply with the requirements of this specification throughout the course of work. The Contractor is to ensure that his equipment meets the requirements of the current Pollution Control Act and Workers' Compensation Board Regulations.

### **SSP 14 Work Hours and Overtime Work**

The Contractor shall not schedule construction work requiring inspection in excess of the standard 40-hour working week.

With the approval of the Engineer, 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, Sunday or holidays, which are observed by the construction industry in British Columbia, the Contractor shall obtain the Engineer's approval forty-eight (48) hours in advance. He shall also be charged for the overtime portion of inspection costs. Such costs shall be deducted from monthly progress payments.

### **SSP 15 Notification / Schedule of Work**

The Contractor will receive at least 24 hours' notice from the City Representative. All work to be scheduled in coordination and to the satisfaction of the field supervisor of the site.

The hours of work will be from 7:00 a.m. to 4:00 p.m. Monday to Friday or as approved by the City's Representative, weekend work will be considered upon written notice received by the City Representative. Overtime rates do not apply to scheduled work within the Agreement. The City Representative shall be informed one week in advance of any stoppage or restart of work.

### **SSP 16 Working in Proximity to Overhead Power Lines**

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

**SSP 17 Correction or Removal of Defective Work (1 Year Maintenance)**

When directed by the City Representative, the Contractor shall promptly, without cost to the City and as specified by the City Representative, 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 City Representative, the City 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 City and in accordance with the City's written instructions, either correct such defective Work, or if it has been rejected by the City, 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 City may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

**SSP 18 Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the Contractor shall pay to the City an appropriate sum to compensate for the defect in the Work.

**SSP 19 Weather & Job Conditions**

No construction shall be undertaken during snow, heavy rain, freezing temperatures or other unsuitable conditions.

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## SCHEDULE C - QUOTATION

**RFQ Title: Road Restoration Services – Water Operations**

**RFQ No: 1220-040-2024-040**

### CONTRACTOR

**Legal Name:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

### CITY OF SURREY

Owner Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: [purchasing@surrey.ca](mailto: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)

**Please state reason:**

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](http://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)

**Please state reason:**



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:

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8. I/We have reviewed the RFQ, Schedule A – Scope of Work. 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)**

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**Please state reason:**

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**Schedule of Quantities and Prices**

9. All prices and Quotations including the *Contract Price* shall include all taxes, but shall not include the GST. 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*:

**Table 1 – Schedule of Quantities and Prices:**

F.O.B. Destination	Payment Terms: A cash discount of _____ % will be allowed if invoices are paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:	
<b>Item No.</b>	<b><u>Item Description</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>
<b>1.0 Arterial Road (125mm Upper Course #1)</b>			
1.1	Asphalt road cut restoration with area 10m <sup>2</sup> or less	Sq. m	
1.2	Asphalt road cut restoration with area 11m <sup>2</sup> to 30m <sup>2</sup>	Sq. m	
1.3	Asphalt road cut restoration with area equal to or greater than 31m <sup>2</sup>	Sq. m	
<b>2.0 Collector Road (100mm Upper Course #1)</b>			
2.1	Asphalt road cut restoration with area 10m <sup>2</sup> or less	Sq. m	
2.2	Asphalt road cut restoration with area 11m <sup>2</sup> to 30m <sup>2</sup>	Sq. m	
2.3	Asphalt road cut restoration with area equal to or greater than 31m <sup>2</sup>	Sq. m	
<b>3.0 Local Road (85mm Upper Course #1)</b>			
3.1	Asphalt road cut restoration with area 10m <sup>2</sup> or less	Sq. m	
3.2	Asphalt road cut restoration with area 11m <sup>2</sup> to 30m <sup>2</sup>	Sq. m	
3.3	Asphalt road cut restoration with area equal to or greater than 31m <sup>2</sup>	Sq. m	
<b>4.0</b>	<b>Traffic Control Person</b>	hourly	
<b>5.0</b>	<b>Traffic Control Lane Truck</b>	hourly	
<b>6.0</b>	<b>Removal and disposal of cold mix patch and gravel</b>	Sq. m	
*All currency is in Canadian Dollars. Note: Overheads, General Conditions and Profit are to be included in the above amounts.			

We confirm that we understand and agree that the quantities as listed in the above Table 1 – *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

**Force Account Labour and Equipment Rates:**

10. *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:**

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

**Table 4 – Schedule of Equipment Rates:**

<b>No.</b>	<b>Equipment Description</b>	<b>Hourly Equipment Rate</b>
		\$
		\$

**Disposal Site:**

11. Proposed Disposal Site: \_\_\_\_\_

**Experience of Superintendent:**

12. *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**

13. *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):

\_\_\_\_\_

\_\_\_\_\_

14. *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**

15. *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):

Description of Trade Work	Subcontractor Name	Years of Working With Contractor	Telephone Number and Email

The *Owner* reserves the right of approval for each of the *subcontractor*. The *Contractor* will be given the opportunity to substitute an acceptable *subcontractor*, if necessary.

16. 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 \_\_\_\_\_, 2024.

**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*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

**Coordination of multiple-employer workplaces**

**24** *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,

- (1) 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.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-040-2024-040

Project Title and Site Location: Road Restoration Services – Water Operations

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

Business Telephone/Business Fax Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Person in Charge of Project: \_\_\_\_\_

Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_

Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## **ATTACHMENT 2 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 employer and contractor's 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 WorkSafeBC Occupational Health and Safety Regulation and to all 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 and provincial 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, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors.
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.

7. Contractor must forward a weekly work task list prior to work commencement to the coordinator.
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 their 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 WorkSafeBC regulations
- 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 acts 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. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
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. All materials, tools, products and equipment are to be kept in their designated areas.
  - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
  - d. 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/I-pod Headphones are not allowed to be worn during regular work operations.
  - g. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
  - h. All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
  - i. Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city. BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (ie. AC pipe), Lead (ie. paint) or Silica (ie. concrete) containing products.

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 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: \_\_\_\_\_