



EXPRESSION OF INTEREST PS08007

**THE SUPPLY OF HYDROVAC SERVICES**

Responses should be submitted on or before 11:00:00 A.M., local time Tuesday, February 12, 2008 to the attention of:

Alison Hall  
Buyer  
Vancouver City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC, V5Y 1V4

NOTES:

1. Responses are to be in sealed envelopes or packages marked with the Respondent's Name, the EOI Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-off Office, 1<sup>st</sup> floor, Vancouver City Hall for this purpose.
3. DO NOT SUBMIT BY FAX.

Queries should be submitted in writing to the above contact at:

Fax: 604.873.7057 E-Mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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PART A - GENERAL INFORMATION**

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**1.0 Purpose**

- 1.1 The City of Vancouver (“the City”) invites Expressions of Interest (“EOI”) from Respondents interested in pre-qualification for the supply of Hydrovac Services on an as, if and when required basis. If your firm is available and interested in participating in this process, please forward your Expression of Interest (EOI) submission on or before Tuesday February 12, 2008 as per the information given herein.

**2.0 Definitions**

- 2.1 In this EOI, the following terms have the meaning set forth below:

“City” means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

“EOI” means Expression of Interest;

“Hydrovac” means vacuum is used with water and or air during the excavation process. Also referred to as “Hydro Excavator”.

“Pre-Qualified” means the Applicant may be asked to provide Service and if the Applicant agrees at any time or from time to time to provide Service, the Applicant now agrees to be legally bound to comply with the terms of such contract as though one such contract was separately signed for each and every project to which the Applicant responds;

“Proponent” means the person, firm or corporation responding to this EOI;

“Response” means the Proponent’s’ submission with all accompanying schedules, appendices or addenda submitted by the Proponent in response to the EOI;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements

“Work Site” means the place or places where the Work is to be carried out.

**3.0 Receipt of Responses**

- 3.1 Responses to this EOI should be submitted by the date and in the place shown on the title page of this EOI. The Response and required number of copies should be submitted in a sealed envelope, marked with the Proponent’s name and the EOI title and number.
- 3.2 The City reserves the right to accept Responses submitted after this date, but is under no obligation to do so.
- 3.3 The City is not obligated to pay any costs the Proponent incurs in the preparation of their Response. All costs for the preparation of the Response will be borne solely by the Proponent.

**4.0 Review Process**

- 4.1 The City will review each response on the basis of, but not limited to the following:

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- The demonstrated ability to meet the requirements of the scope of work;
  - Proven experience in delivering a similar scope of work;
  - The greatest value to the City based on quality, time, service, price and any other criteria deemed of value to the City;
  - The Respondent's business reputation and capabilities and where applicable the experience of the personnel that will be assigned to this project;
  - Whether the supplier offers Hydrovac services that uses either air or water, or both during the excavation process.
  - Any other criteria that the City deems, in its sole discretion, required to determine the likely success of this project.
- 4.2 Subsequent to the review, the City may ask one or more Proponent and its partners to provide clarifications and/or meet with City staff for the purpose of further expanding on its submission. The location for this meeting will be made available at a later date.
- 4.3 Subsequent to the receipt and review of the Responses, the City reserves the right, at its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter into negotiations with any Proponent or with any number of other Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

**5.0 Freedom of Information and Protection of Privacy Act**

- 5.1 The City is subject to the Province of British Columbia Freedom of Information and Protection of Privacy Act. All documents submitted by Respondents to the City become the property of the City. All documents will be received and held in confidence by the City and the information will not be disclosed, except to the extent necessary for carrying out the City's purposes or as required by law.

**6.0 Confidentiality**

- 6.1 Information about the City obtained by a Proponent must not be disclosed unless authorized by the City in writing. By submitting a Response, the Proponent agrees that this obligation of confidentiality will survive the termination of this EOI and any contract that might arise between the parties.

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**1.0 Introduction and Scope**

1.1 The City of Vancouver Engineering Services uses Hydrovac Services on an as, if and when required basis throughout the year. Engineering Services requires Hydrovac services to assist the numerous crews working each day constructing, maintaining and repairing the City's infrastructure network.

**2.0 Schedule**

2.1 The planned schedule for the entire process is as follows:

Date of Issue of EOI	January 22, 2008
Deadline for questions	February 5, 2008
Closing date of EOI	February 12, 2008

**3.0 Examination and Interpretation of EOI Document**

3.1 Respondents are encouraged to read this document and submit any questions pertaining to this EOI by e-mail to: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) up to one (1) week before closing. If such a request results in a significant change to the EOI, the City will prepare and issue an Addendum or Amendment to this EOI.

3.2 Each Proponent will be solely responsible for examining all the EOI documents, including any Addenda, and for independently informing itself with respect to any and all information contained therein and any and all matters that may in any way affect its response to this EOI.

**4.0 Insurance**

The following insurance coverage's are minimum insurance required by the City of Vancouver. It is the responsibility of the Contractor to obtain any additional insurance required by law or which the Contractor considers necessary.

4.1 The Contractor covenants to obtain at its own expense before commencing work on the Services under this agreement.

a) A comprehensive General Liability insurance policy with limits of not less than Five Million (\$5,000,000) dollars per occurrence, and a deductible of not more than Two Thousand Five Hundred (\$2,500) dollars, protecting the Contractor against all claims for personal injury, death, bodily injury or property damage arising out of the operation of the Contractor or the actions of the Contractor, its employees, agents or subcontractors. The policy shall contain a cross liability clause in favour of the City of Vancouver and shall name the City, its officials, employees and agents as additional insured.

b) A Professional Liability insurance policy with limits of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence with an aggregate of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Fifty Thousand (\$50,000) Dollars; protecting the Contractor against all claims for loss or damage

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arising out of any wrongful act or error or omission of the Contractor in performance of the professional services herein described in this agreement.

- 4.2 All foregoing insurance policies shall remain in full force and effect at all times during the term of this Agreement and for a period of not less than two (2) years following the completion of the Services and shall:
- (a) be obtained and issued by insurance companies authorized to carry on business in the Province of British Columbia, on terms satisfactory to the City's Director of Risk Management;
  - (b) be primary insurance as it respects the City and any insurance or self-insurance maintained by the City shall be in excess of this insurance and shall not contribute to it;
  - (c) contain a provision that coverage's afforded will not be suspended, voided, reduced or materially altered or changed without the insurance company(s) giving at least thirty (30) days' prior written notice by registered mail to the City;
  - (d) contain a clause that waives the insurer's right of subrogation against the City or its officers, employees, servants or agents.
- 4.3 Prior to commencement of the Agreement, the Contractor shall provide evidence of all required insurance to be taken out in the form of a detailed certificate of insurance and the insurance certificate shall not contain any disclaimer whatsoever. If required by the City, the Contractor shall provide certified copies of the policies signed by the insurers.
- 4.4 If the Contractor hires a contractor to perform any work related to the Services, the Contractor shall cause such contractor to obtain Comprehensive General Liability Insurance to cover bodily injury including death and property damage and loss arising from the actions of the contractor, its employees, agents or subcontractors, with a minimum limit of not less than Five Million (\$5,000,000) Dollars per occurrence and a deductible of not more than Two Thousand Five Hundred (\$2,500) Dollars. Such liability insurance shall include coverage of operations required for the contractor's work under this Agreement, including but not limited to excavation and blasting.

**5.0 Contractors as a Legal Entity**

- 5.1 The Contractor must be deemed an existing legal entity as registered under the British Columbia registrar of Companies. Please provide a Business Number or an article of incorporation. For more information, please visit:  
<http://www.fin.gov.bc.ca/registries/corppg/default.htm>

**6.0 City of Vancouver Business License**

- 6.1 The Contractor must have a valid City of Vancouver Business License. To obtain more information or acquire a license, please visit:  
<http://vancouver.ca/businesslicenses/onlinerenewal.htm>

**7.0 WorkSafeBC Compliance**

- 7.1 The Contractor agrees that it shall procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or

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service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract have been paid in full.

- 7.2 The Contractor shall provide the City with the Contractor's WorkSafeBC registration number and a letter from the WorkSafeBC confirming that the Contractor is registered in good standing with the WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafeBC, including penalties levied by the WorkSafeBC.

**8.0 Confidentiality**

- 8.1 It should be recognized that all responses once submitted become the property of the City of Vancouver. The City will make every effort to maintain the confidentiality of each EOI, except to the extent necessary to communicate information to its employees, or consultants.

**9.0 Hours of Work**

- 9.1 City forces work between the hours of 7:00 A.M. and 5:00 P.M. The Contractor shall not expect any work to be performed by City crews outside these hours except by special arrangement or in case of emergency.
- 9.2 The Contractor must be aware of and work within by-law regulations governing noise-generating activities in the City of Vancouver.

**10.0 Work Site Limits**

- 10.1 The Contractor will be solely responsible for:
- a) installation of barricades and barriers and any other traffic control measures when working on sites without City forces in attendance;
  - b) providing adequate barricades and lighting around and adjacent to any open excavation or potentially dangerous location or other locations and ensure that fire hydrants are not obstructed when working on site without City forces in attendance; and
  - c) repair and making good of property and improvements which are damaged or destroyed by the Contractor's operations, whether or not same are required within or outside of the Work Site boundary(ies) shown on any Contract Documents

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**11.0 Public Convenience**

11.1 In carrying out the Work, or any portion thereof, the convenience of the public must always be considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any inconsistencies likely to prove hazardous to the public and/or pedestrian must be removed, barricaded or clearly and safely marked.

**12.0 Equipment supplied by the Contractor**

12.1 Equipment supplied by the Contractor shall be as specified. If the Contractor wishes to supply equipment other than specified he shall apply for and must receive written permission from the Superintendent before incorporating such items into the Work. Descriptive literature and price schedules covering such alternative items shall be supplied to the Superintendent if requested.

**13.0 Protection of Work and Property**

13.1 The Contractor shall maintain continuously adequate protection of his Work Site from damage and shall protect the City's property from all injury arising in connection with any Contract. The Contractor shall make good any such damage or injury. The Contractor shall adequately protect adjacent property as required by law and the Contract.

13.2 The Contractor will be responsible for the care of all existing improvements such as pavement, fences, structures, sewers and ducts and in the event that any of these are required to be removed, relocated temporarily, raised or lowered permanently, and if this removal, relocation, raising or lowering is approved by the City, this will be done by the City and shall be done at the expense of the City. The Contractor, however, will be liable for and will indemnify the City for any damage to existing improvements caused by the Contractor. Reasonable notice must be given to the Superintendent of any change required to existing improvements.

13.3 Where removal of existing improvements such as pavement, fences, structures, sewers and ducts is necessary during the course of the Work, the same shall be re-established by the City.

**14.0 Protection of Existing Utilities**

14.1 The Contractor will be responsible for the care of all existing public or private utilities and in the event that any of these are required to be removed, relocated temporarily, raised or lowered permanently, this will be done either by the City or by the appropriate utility company and at the expense of the City. The Contractor, however, will be liable for and will indemnify the City for any damage to Public utilities caused by the Contractor.

14.2 Reasonable notice must be given to the Superintendent of any change required in utility services.

14.3 Existing utilities may be shown on drawings provided by the City. These, however, are shown for convenience only and the City assumes no responsibility for improper locations, or failure to show utility locations on drawings.



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**15.0 Drainage**

- 15.1 The Contractor shall keep all portions of the Work Site well, properly and efficiently drained during construction until completion and shall be responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the work. The Contractor shall prevent silt, sediment, pollutants and deleterious substances from flowing into storm sewers, sanitary sewers and water courses. Without limiting the general scope of this clause and by way of example only the Contractor is responsible for:
- a) complying with the provisions of the *Fisheries Act* (Canada) in control of silt and sediment all at its own expense, and
  - b) all applicable provisions of the City's *Sewer and Watercourse By-Law* and the City's *Waterworks By-Law*.
- 15.2 Changes, errors or mistakes made by the Contractor or his subcontractors, workers or employees and all settlements, washouts and defects shall be rectified by the Contractor at its expense. It is up to the sole discretion of the City of Vancouver as to who will rectify the damage.
- 15.3 Proper disposal of excavated material whether it be contaminated or hazardous shall be disposed of safely by the Contractor in accordance to environmental guidelines.

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PART C - RESPONSE FORMAT**

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**1.0 Introduction**

1.1 It is intended that this section of the EOI will communicate to Respondents the structured and standardized format for submission of Responses.

**2.0 Submission Instructions**

2.1 Respondents should submit **three (3) copies** of its Response, including the original, in an envelope or package marked with the Proponent's name, the EOI title and number in accordance with the instructions shown on the title page of this EOI.

2.2 Respondents are requested to organize its Response according to the following format.

**TITLE PAGE:** The title page should show the EOI title and number, submission date, Proponent name, address, telephone number and the name and title of the contact person.

**TABLE OF CONTENTS:** Page numbers should be indicated.

**EXECUTIVE SUMMARY:** A short summary of the key features of the Response demonstrating the Respondents understanding of the Instructions to Respondents.

**PROPONENT PROFILE:** Provide a brief overview of your company or organization including information on previous or present collaborations with other companies or organisations. If applicable, provide the name and address, contact person and telephone number of the companies or organisations, and the effective dates of similar contracts as outlined in this EOI. Also, please provide the types of machinery, as well as, the quantity available.

**RESPONSE:** Respondents should address the following as a minimum:

- 1) The ability to meet the requirements of the scope of work as outlined in Part B - Instructions to Respondents
- 2) Provide sufficient details to address the operational requirements in this EOI as well as any other information that the Proponent believes would assist the City.

**SCHEDULE OF RATES:** If the table provided is not suitable for the pricing structure provided for the City of Vancouver, please attach a price sheet that is relevant. Provide rates for the following:

<b>Hourly Rate (Equipment and Operator)</b>	
\$ _____	Monday - Friday (during normal business hours)
\$ _____	Saturday and Sundays
\$ _____	Emergency Services
\$ _____	During Holidays or extended hours