



## REQUEST FOR APPLICATIONS ("RFA") No. PS11222

### CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES

Applications will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, June 21, 2011.

#### NOTES:

1. Applications are to be submitted in sealed envelopes or packages marked with the Applicant's Name, the RFA Title and Number and addressed to Purchasing Services, City of Vancouver.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. Responses to be submitted, in hard copy: Four (4) copies.
5. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFA shall be submitted  
in writing on or before June 14, 2011 to the attention of:

Diana Chan  
Buyer

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

---

RFA NO. PS11222  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES  
TABLE OF CONTENTS

---

THE PRE-QUALIFICATION OF CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES .... Page 5

APPLICATION FORM ..... Pages 6 & 7

- 1.0 Documents which must be attached to this Application Form
- 2.0 Applicant's Signature and Legal Agreement

APPENDIX A- LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON PREQUALIFIED LIST ..... Pages 8 - 14

- 1.0 Definitions
- 2.0 No Legal Obligation Assumed by City
- 3.0 Evaluation of Application Forms/Administration of Pre-Qualified List
- 4.0 Legal Terms and Conditions of Application Process
- 5.0 Discussions/Negotiations
- 6.0 Legal Rights and Obligations Arising from RFA Restricted in Scope
- 7.0 Release
- 8.0 Indemnity
- 9.0 Limitation
- 10.0 Dispute Resolution
- 11.0 RFA is City Property/Application Form Becomes City Property

APPENDIX B - STREET CIVIL WORKS SERVICES CONTRACT .....Pages 15 - 46

- 1.0 Definitions
- 2.0 Projects specific/Unit Price Contract
- 3.0 Rates For Service
- 4.0 General Legal Terms and Conditions
- 5.0 WorksafeBC Coverage and Contractor to be Prime Contractor
- 6.0 Comply With All Laws
- 7.0 Suspension or Unavoidable Delay of Work
- 8.0 City Engineer Sole Judge
- 9.0 Emergencies
- 10.0 Material and Equipment Supplied by the Contractor
- 11.0 Supply of Materials by the City
- 12.0 Subcontractors and Suppliers
- 13.0 Work Site Limits
- 14.0 Hours of Work
- 15.0 Scope of Work
- 16.0 Traffic Control
- 17.0 Public Convenience
- 18.0 Access to Existing Structures
- 19.0 Protection of Work and Property
- 20.0 Fire, Security and Safety Regulations
- 21.0 Drainage
- 22.0 Safeguarding Existing Property
- 23.0 Existing Utilities
- 24.0 Dust Control

RFA NO. PS11222  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES  
TABLE OF CONTENTS

---

25.0	Errors by Contractor
26.0	Insurance Requirements
27.0	Failure to Insure
28.0	Liens
29.0	Monies Due the City
30.0	Assignment and Subletting
31.0	Discharge of Employees
32.0	Termination of Contract (Without Cause)
33.0	Termination of Contract (For Cause)
34.0	City of Vancouver Sewer and Watercourse By-Law No. 8093 and WaterWorks By-law No. 4848 Applies
35.0	Oral Arrangements
36.0	Plant, Labour and Material
37.0	Condemned and Surplus Material
38.0	Defective Work
39.0	Metric Conversion
40.0	Hydrants and Water
41.0	Sanitary Convenience
42.0	Patents and Intellectual Property Rights
43.0	Access and Assistance
44.0	Stakes, Lines and Levels
45.0	Alterations, Deductions and Additions
46.0	Omission
47.0	Extra Work
48.0	Overtime Work
49.0	Other's Rights
50.0	Inspector's Powers
51.0	Contractor's Superintendent
52.0	Notices to Contractor
53.0	Bribery
54.0	Claims for Unpaid Wages, Damages, Etc.
55.0	Tax Exemptions
56.0	Non-Resident Withholding Tax
57.0	Rights and Remedies
58.0	Contractor's Role
59.0	Samples
60.0	Severability
61.0	Maintenance and Warranty
62.0	Taxes and Fees
63.0	Pricing - Fixed
64.0	Specifications
65.0	Residential and Higher Zoned, Arterial, Industrial, and Transit Routes - Intentionally Omitted
66.0	Traffic Control Manual By-Law Updates
67.0	Work Adjacent to Trees
68.0	Supplemental Specifications

RFA NO. PS11222  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES  
TABLE OF CONTENTS

---

APPENDIX C - REQUIREMENTS .....Page 47 - 52

- 1.0 Table of Pay Items
- 2.0 Force Account Rates
- 3.0 Contractor’s Experience
- 4.0 List of Subcontractors
- 5.0 Location of Asphalt Plant

APPENDIX D - PRIME CONTRACTOR AGREEMENT FORM .....Page 53- 56

- 1.0 Definitions
- 2.0 Responsibilities
- 3.0 Designation

APPENDIX E- REQUEST FOR SERVICE .....Page 57 -63

APPENDIX F- CERTIFICATE OF EXISTING INSURANCE .....Page 64

APPENDIX G- CERTIFICATE OF INSURANCE .....Page 65

**RFA NO. PS11222**  
**CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES**

The City of Vancouver now requests applications from Contractors meeting the requirements set out below to be registered on the Pre-Qualified List for Street Civil Works Services for the City.

Interested businesses should apply to be registered by carefully reviewing, completing and then signing and delivering the attached Application Form, along with the required supporting documents.

Applicants meeting the qualifications set out herein may be called upon as, if and when required basis to perform the scope of services; however, this does not guarantee annual business.

Applicants' qualifications will be evaluated by the City's representatives based on the Applicant's qualifications, experience, availability, references, and samples of previous work. Pricing will be considered in the evaluation process, as well as quality and Applicant experience.

RFA NO. PS11222  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES



Purchasing Services  
Suite 320, East Tower, 3<sup>rd</sup> Floor  
555 West 12<sup>th</sup> Avenue  
Vancouver, BC, V5Z 3X7  
Tel: (604) 873-7749  
Fax: (604) 873-7057

REQUEST FOR APPLICATIONS NO. PS11222  
APPLICATION FORM

APPLICATION FOR REGISTRATION ON PRE-QUALIFIED LIST FOR  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES

Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Incorporation Date: \_\_\_\_\_ Incorporation Number: \_\_\_\_\_

Place of Incorporation: \_\_\_\_\_

Dunn & Bradstreet Number: \_\_\_\_\_

WorksafeBC Registration Number: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_ Expires on: \_\_\_\_\_

Billing Representative: \_\_\_\_\_

On-Site Foreman: \_\_\_\_\_

Key On-Site Contact: \_\_\_\_\_

Dispatch/Equipment Maintenance: \_\_\_\_\_

Quality Control: \_\_\_\_\_

Office Manager: \_\_\_\_\_

REQUEST FOR APPLICATIONS NO. PS11222  
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES

1.0 DOCUMENTS WHICH MUST BE ATTACHED TO THIS APPLICATION FORM

Applicant now confirms that the Applicant has attached the following documents to this application form:

Description	Confirmation
<i>[Note: Applicant must attach (where applicable) photocopies of each of the following documents and then check the box indicated]</i>	
ICBC/Liability Insurance Document for <u>all equipment</u> that will be used on City streets (\$5,000,000.00 Third Party Liability Coverage as referred to in Appendix B, Section 26.0 <i>Insurance By The Contractor</i> ),	<input type="checkbox"/>
WorksafeBC Proof of Coverage	<input type="checkbox"/>
Certificate of Existing Insurance (refer to Appendix F)	<input type="checkbox"/>
Table of Pay Items, Appendix C	<input type="checkbox"/>
Force Account Rates, Appendix C	<input type="checkbox"/>
Contractor's Experience, Appendix C	<input type="checkbox"/>
List of Subcontractors, Appendix C	<input type="checkbox"/>
Valid City of Vancouver Business Licence	<input type="checkbox"/>
Article of Incorporation	<input type="checkbox"/>

2.0 APPLICANT'S SIGNATURE AND LEGAL AGREEMENT

Applicant now submits this Application Form and agrees to be legally bound by the terms and conditions of this Request for Applications as set out in Appendix A - *Legal Terms and Conditions of the RFA*, and agrees also that if this Application Form is approved by the City the Applicant will be placed on the Pre-Qualified List, and for so long as the Applicant remains on the Pre-Qualified List, the Applicant may be asked to provide Service and if the Applicant agrees at any time or from time to time to provide Service, such Service will be provided pursuant to the terms and conditions of Appendix B - *Street Civil Works Services Contract* and 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 to a request to provide Service.

The Applicant acknowledges that this is a legally binding document and that the City has advised the Applicant to obtain legal advice prior to signing this document.

\_\_\_\_\_  
Legal Name of Applicant

\_\_\_\_\_  
Authorized Signature of Applicant

Date: \_\_\_\_\_

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX A  
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

1.0 DEFINITIONS

In this Request for Applications, the following terms have the following meanings:

- (a) “Applicant” means the business entity signing and delivering this Application Form and Applicant means any other applicant responding to this Request for Applications and in each case offering to become a contractor (“Contractor”) pursuant to Appendix B - *Street Civil Works Services Contract*.
- (b) “Application Form” means this application form and all of its attachments as submitted by the Applicant in response to this RFA, and in the appropriate contexts, including Application Forms submitted by other applicants.
- (c) “City” means the City of Vancouver;
- (d) “Contractor” means the Applicant’s acceptance of a request for services in the form of a Request for Service as attached in Appendix E.
- (d) “Losses” means, in respect of any matter, all
  - 1. direct and indirect, as well as
  - 2. consequentiallosses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).
- (e) “Pre-Qualified List” means the register(s) kept by the City for determining the status of Applicants who have responded to this RFA and who have responded from time to time to requests by the City for Service pursuant to the Street Civil Works Services Contract.
- (f) “Request for Applications” or “RFA” means this request for applications and the application, evaluation, approval, rejection and all other aspects of the application, registration and termination of registration contemplated by this request for applications, including without limitation and by way of example only, the placing of the Applicant on the Pre-Qualified List, the position on the Pre-Qualified List which the City places the Applicant from time to time, and the removal of the Applicant from the Pre-Qualified List by the City for any reason, including without limitation breaches of the terms and conditions set out in this RFA.
- (g) “Service” or “Street Civil Works Services” means the services provided by an Applicant then registered on the Pre-Qualified List in response to the City’s request for service pursuant to the Street Civil Works Services Contract.
- (h) “Street Civil Works Services Contract” means each separate and individual agreement formed for each project for which the City requests Service from an Applicant and the Applicant elects to provide Service on the terms and conditions set out in Appendix B - *Street Civil Works Service Contract*.
- (i) “City Engineer” refers to the employee of the City having that title and includes employees acting as assistants, deputies or other authorized delegates of the City Engineer.



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX A  
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

**2.0 NO LEGAL OBLIGATION ASSUMED BY CITY**

Despite any other term of this RFA, the City has no legal duty or obligation to the Applicant in respect of this RFA, unless and until the City requests Service from the Applicant for any given project and the Applicant elects to provide Service (and then only those duties and obligations which are expressed in the Street Civil Works Services Contract and only for the contract formed in respect of the Services provided for that project).

**3.0 EVALUATION OF APPLICATION FORMS/ADMINISTRATION OF PRE-QUALIFIED LIST**

**3.1 Pre-Qualified List Policy - Subject to Change**

Without any way limiting the scope of the legal terms and conditions set out in this RFA, this Section 3.0 sets out the City's current policies and procedures with respect to making requests for Street Civil Works Services and registering Applicants on the Pre-Qualified List. However, these policies and procedures are set out for convenience of reference only, are not legally binding on the City, do not form or give rise to legal rights or obligations on the part of the City or the Applicant, and may be unilaterally changed with or without notice by the City at any time and from time to time in the sole discretion of the City in order to meet any changes in the City's operational needs or to respond to market or other changes affecting the supply and demand for the Service.

**3.2 Maintenance of Pre-Qualified List**

The City Engineer will maintain the master copy of the Pre-Qualified List and may, at the City Engineer's option add, remove, and alter the relative positions of each Applicant in accordance with the response times, availability, service quality and any other relevant performance ratings made of any given applicant by the City Engineer.

**3.3 Maintain Insurance Requirement**

It is the responsibility of the Contractor to submit valid insurance requirements for the Contractor and its Sub-Contractors. The insurance requirements are stated in Appendix B - Street Civil Works Services Contract. In the event the Contractor's or any of its Sub-Contractor's insurance expires, the Contractor and its Sub-Contractors will be removed from the Pre-Qualification List.

**3.4 Insurance Requirements**

Applicants to this RFA shall include in their Application, a completed Certificate of Existing Insurance, attached as Appendix F, duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not, then to what extent) they will be able to comply with the insurance requirements set out in Appendix B, should they be selected for placement on the Pre-Qualified list.

**3.5 Applicants Rated by Performance**

The City Engineer will rate Applicants on a standard form which will include factors relevant to the City's operational needs. By way of example only, Applicants who are regularly unavailable, when called, might be removed from or have their rating

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX A  
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

lowered on the Pre-Qualified List particularly where there is a sufficient supply of other Applicants who are then responding when called.

**3.6 Pre-Qualified List Used as Basis for Requests for Service**

Applicants registered on the Pre-Qualified List will be requested to provide Street Civil Works Services as operationally required by the City, and not always in accordance with their ratings on the Pre-Qualified List.

**3.7 Requests for Further Information**

At any time and from time to time, the City may request that the Applicant provide updated corporate records, and any other relevant documentation to evidence the Applicant's compliance with the City's then policies.

**3.8 Requests for Consent to Change**

In the event that the Applicant is contemplating any change which might result in removal of the Applicant from the Pre-Qualified List and the Applicant wishes to remain on the Pre-Qualified List, the Applicant may submit a request to revise its Application Form to the City Engineer, who will then evaluate the request and may either reject the request, accept the request or accept the request subject to the Applicant satisfying certain conditions.

**3.9 This Section 3.0 - General Guidance Only - Not Part of Legal Terms and Conditions**

As set out in Section 3.1 above, no part of this Section 3.0 will create any legal rights or obligations and the whole of this Section 3.0 is completely subject to and governed entirely by the other terms and conditions of this Appendix A.

**4.0 LEGAL TERMS AND CONDITIONS OF APPLICATION PROCESS**

**4.1 Compliance/Non-Compliance**

Any Application Form which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of this RFA or, which otherwise fails to conform to this RFA may or may not be rejected by the City at the City's sole discretion. Accordingly, the City may at its own discretion waive any non-compliance with the RFA, or any of its requirements or expectations including the timing of delivery or any other aspect of the RFA and may at its own discretion elect to retain for consideration Application Forms which are non-conforming, which do not contain the content or form required by the RFA or because they have not complied with the process for submission set out in this RFA.

**4.2 Late Application Forms (If Applicable)**

Application Forms received after the Closing Time (if applicable to this RFA) or in locations other than the address indicated, may or may not be considered or reviewed by the City and may or may not be returned unopened.

**4.3 Reservation of Complete Control over Process**

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX A  
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

The City reserves the right to retain complete control over the RFA process at all times. Accordingly, the Applicant's Application Form or any other Application Form from any other applicant need not necessarily be reviewed or considered or evaluated and need not necessarily be reviewed, considered or evaluated in accordance with the policies and procedures set out in this RFA and the City reserves the right to

- (a) continue, interrupt, cease or modify its review, evaluation, negotiation, ranking and registration process on the Pre-Qualified List and any or all Application Forms,
- (b) modify the City's policies and procedures regarding the Pre-Qualified List, cancel the use of the Pre-Qualified List entirely and adopt a different out-sourcing or own forces approach to obtaining the Service,

at any time without further explanation or notification to any of the applicants subject only and always to the express legal terms and conditions set out in Sections 2.0, and 4.0 through 11.0 of this Appendix A.

**5.0 DISCUSSIONS AND NEGOTIATIONS**

The City may at any time prior to requesting Service from any Applicant, discuss/negotiate changes to the scope of the RFA, modify the terms of the Street Civil Works Services Contract, or any of the terms or conditions of this RFA or the Street Civil Works Services Contract with any one or more of the Applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application Form or the Street Civil Works Services Contract as a result of discussions or negotiations with other Applicants or changes to this RFA or the Street Civil Works Services Contract, and, without limiting the general scope of Sections 2.0 and 6.0 through 9.0 of this Appendix A, and by way of example only, the City will have no liability to any Applicant as a result of such discussions, negotiations or changes.

**6.0 LEGAL RIGHTS AND OBLIGATIONS ARISING FROM RFA RESTRICTED IN SCOPE**

**6.1 Scope is Expressly Set out in Sections 2.0, and 4.0 through 11.0**

Despite any other term, expressed or implied, of this RFA, the City and Applicant agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to this RFA will be absolutely and unconditionally subject to Section 2.0, and Sections 4.0 through 11.0 of this Appendix A.

**6.2 No Duty**

The City has no legally enforceable duty or obligation to the Applicant except in the circumstances and except to the restricted extent set out in Sections 9.0 and 10.0 of this Appendix A.

**6.3 Applicant's Risk**

The Applicant acknowledges that the City is a public body required by law to act in the public interest to fulfill the operational requirements for the efficient management of the City's municipal infrastructure. Accordingly, in no event does the City owe to the Applicant (as opposed to the public):

REQUEST FOR APPLICATIONS NO. PS11222

APPENDIX A

LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

- (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process; or
- (b) any contract or tort law duty to preserve the integrity of the RFA process, and the Applicant now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in this RFA on this basis.

6.4 Applicant's Cost

The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing this Application Form and participating in this RFA process.

7.0 RELEASE

The Applicant now releases the City from all liability for any and all Losses in respect of:

- (a) any alleged or actual breach by the City of this RFA (it being acknowledged and agreed that to the best of the parties knowledge, the City has no obligation or duty under this RFA which it could breach (other than wholly unanticipated obligations or duties which are then subsequently alleged or imposed)),
- (b) any unintentional tort of the City occurring in the course of conducting this RFA,
- (c) the Applicant preparing and submitting the Application Form,
- (d) The City accepting or rejecting the Application Form or any other submission, placing or failing to place an Applicant on the Pre-Qualified List, placing or failing to place an Applicant on a certain position on the Pre-Qualified List, removing or failing to remove an Applicant from the Pre-Qualified List,
- (e) the manner in which the City
  - (i) reviews, considers, evaluates or negotiates any Application Form, or Street Civil Works Services Contract,
  - (ii) deals with or fails to deal with any applicant or Application Form,
  - (iii) decides to place, rate, position or remove or not place, rate, position or remove an applicant on or from the Pre-Qualified List,
  - (iv) administers the Application Forms, Pre-Qualified List and Applicant(s) in respect to the Pre-Qualified List, or
  - (v) decides to cancel the use of the Pre-Qualified List and adopt an alternative form of obtaining the Street Civil Works services, whether by public tender, use of City employees, or otherwise, or
- (f) the Applicant(s), if any, whom the City places, rates, positions, removes or fails to place, rate, position or remove on or from the Pre-Qualified List.

8.0 INDEMNITY

REQUEST FOR APPLICATIONS NO. PS11222

APPENDIX A

LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

- 8.1 The Applicant shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, subcontractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 8.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 8.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 8.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Street Civil Works Services Contract and in subsequent use and/or operation by the City.

9.0 LIMITATION

In the event that, with respect to anything relating to this RFA, the City or its officials or employees are found to have breached any duty or obligation of any kind to the Applicant or its employees, subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its employees, subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

10.0 DISPUTE RESOLUTION

10.1 Commercial Arbitration

Any dispute relating in any manner to this RFA, excepting only any disputes arising between the City and any Contractor in respect to any Service requested by the City and provided by the Contractor pursuant to a Street Civil Works Services Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services.
- (b) Section 2.0, and Sections 4.0 through 11.0 of this Appendix A will:
  - (i) bind the City, Applicant and the arbitrator, and
  - (ii) survive any and all awards made by the arbitrator.
- (c) The Applicant will bear all costs of the arbitration.
- (d) The arbitration will be held in the City of Vancouver.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX A  
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
PRE-QUALIFIED LIST

---

10.2 British Columbia Law Governs

The laws of British Columbia will apply to this RFA and subject always to Section 10.1, the City and Applicant now irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

10.3 Entire Agreement

The provisions of this RFA constitute the entire agreement between the parties with respect to all matters arising from or relating to this RFA and the Pre-Qualified List. No amendments to the legally binding portions of this RFA will be binding on the City or the Applicant unless the same are agreed to in writing by both the City and the Applicant.

11.0 RFA IS CITY PROPERTY/APPLICATION FORM BECOMES CITY PROPERTY

This RFA is proprietary to the City and copyright and all related intellectual property rights in and to this RFA are and will remain vested in the City at all times. Any and all documentation submitted by the Applicant in response to this RFA, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application Form or any supporting documentation to the Applicant.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

THIS CONTRACT is deemed to be made as of each time that, and with respect to each project to which the Applicant responds to a City request for Service under the RFA to which this Contract is attached.

**BETWEEN:**      **CITY OF VANCOUVER**  
a municipal corporation with offices  
at 453 West 12th Avenue,  
in the City of Vancouver,  
Province of British Columbia,  
V5Y 1V4

(called the “City” in this Contract)

**AND:**            The Applicant named in the Application Form to which this Contract is  
attached.

(called the “Contractor” in this Contract)

**BACKGROUND:**

- A. By way of a Request for Applications RFA No. PS11222, the City requested applications from qualified applicants with the ability to meet the requirements, expertise, proven ability, and capability to provide Street Civil Works Services.
- B. In response to the RFA, based on the Contractor’s Application Form, and supporting documentation and relying on same, and subject always to the Legal Terms and Conditions which govern the Request for Applications process and the Pre-Qualified List, the City has placed the Applicant on the Pre-Qualified List.
- C. Accordingly, if and when the City requests the Applicant to provide Street Civil Works Services and if in response to such request, the Applicant responds agreeing to do so, the Applicant now agrees to perform the obligations of and be bound by the terms and conditions which apply to the “Contractor” and the City agrees with the Contractor that the following terms and conditions of this Contract will apply.

**THE CITY AND CONTRACTOR NOW AGREE AS FOLLOWS:**

**1.0 DEFINITIONS**

In this Street Civil Works Services Contract, the following terms have the following meanings:

- (a) “Certificate of Substantial Performance” means, subject always to Article V(c) of the Request for Service and to the warranty under Section 61.0 Maintenance and Warranty, the certificate issued by the City Engineer when the City Engineer has accepted the Contractor’s certification that there has been Substantial Performance of the Contract. Under no circumstances will issuance of the Certificate of Substantial Performance be deemed to mean that the City has accepted the Work as being in compliance with the Contract Documents.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (b) “Contract” means the agreement between the Contractor and the City on the terms set out in the Contract Documents.
- (c) “Contract Documents” means this Appendix B - *Street Civil Works Services Contract*, the Master Municipal Specifications and Standard Detail Drawings, the City of Vancouver Street Restoration Manual the City of Vancouver Supplemental Specifications (latest version), the City of Vancouver Supplemental Detail Drawings, the plans, and all other documents referred to in or expressly incorporated by reference into the Contract all as listed out in Article III of the Request for Service;
- (d) “Contract Price” means the Total Estimated Contract Price as adjusted pursuant to the Contract Documents to take into account such factors as, without limitation and by way of example only, actual quantities instead of those set out in Appendix E Request for Service Schedule of Approximate Quantities and Prices as well as changes authorized pursuant to Section 45.0 - *Alterations, Deductions and Additions* and Section 47.0 - *Extra Work*.
- (e) “Contract Times” means the dates stated in the Request for Service to achieve Substantial Performance, and to complete the Work.
- (f) “Construction Project” means any erection, alteration, repair, dismantling, demolition, structural or routine maintenance, painting, load clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, concrete laying, the installation of any machinery or any other work deemed to be construction by the Workers Compensation Board.
- (g) “Contractor” means the person or persons who have undertaken to carry out the Work pursuant to this Contract;
- (h) “City Engineer” means the person filling the office of the City Engineer for the City, or a duly appointed representative.
- (i) “Extra Work Order” means a written description of “Extra Work” prepared by the City Engineer and issued to the Contractor pursuant to Appendix B, Section 47.0 - Extra Work.
- (j) “Final Certificate of Acceptance” means, subject always to Article V(c) of the Request for Service and to the warranty under Section 61.0 Maintenance and Warranty, a certificate issued by the City Engineer acknowledging the Contractor’s certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents. Under no circumstances will issuance of the Final Certificate of Acceptance be deemed to mean that the City has accepted the work as being in compliance with the Contract Documents.
- (k) “Inspector” means a representative of the City Engineer;
- (l) “Maintenance Period” means the 24 month period following the issuance of the Final Certificate of Acceptance.
- (m) “Notice to Proceed” means a written notice given by the City to the Contractor fixing the date on which the Contract Times will commence to run.



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (n) "Pay Items" means the items detailed in Appendix C - Requirements, Section 1.0- *Table of Pay items*
- (o) "Payment Certificate" means the form that is to be used by the City Engineer in processing progress payments, and performing the role of "payment certifier" pursuant to the *Builders Lien Act* and Appendix B Section 3.8 - Payments.
- (p) "Plant" means every temporary or accessory means necessary or required to carry on or complete the Works, and Extra Works, and which cannot (in the opinion of the City Engineer) be removed prior to issuance of the Final Certificate of Acceptance without injury to the Works, including all temporary buildings and erections, fences, bridge ways, machinery, temporary props, timbers, tools, implements and all special or other equipment of every kind;
- (q) "Prime Contractor" has the meaning set out in the WCB OH & S Regulation.
- (r) "Products" means material, machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Contract Documents.
- (s) "Project" means the Work to be performed with respect to the blocks of streets or lanes, or groups of blocks, described in the Request for Service.
- (t) "Request for Service" means a document substantially in the form set out in Appendix E to the RFA after it has been duly accepted, signed and delivered by the Contractor and City.
- (u) "Specifications" has the meaning set out in Section 64.0 - Specifications.
- (v) "Subcontractor" means the person or persons who the Contractor has engaged to perform specific portions of the Contract as designated in Appendix C - List of Subcontractors.
- (w) "Substantial Performance" means that the Contract has been "completed" as that term is defined in the *Builders Lien Act*.
- (x) "Total Estimated Contract Price" means the entire compensation payable to the Contractor for the Work where the estimated quantities and units are equal to the actual quantities and units of the Work. The Total Estimated Contract Price includes all profit, all costs of supervision, labour, materials, equipment, overhead, financing and all other costs and expenses incurred in performing the Work.
- (y) "Unavoidable Delay" means (a) with respect to the Contractor, any delay caused by circumstances beyond the reasonable control of the Contractor, such as abnormal Weather, acts of God, war or other strife, but expressly excludes normal weather, strikes, lock-outs or other labour disruptions involving the employees of the Contractors and its Sub-Contractor and suppliers, and courier/delivery delays (where other courier/delivery services are available), and (b) with respect to the City, and delay caused by circumstances beyond the reasonable control of the City and includes delays arising from the City's obligations, strikes/lock-outs involving the City's employees, any type of weather, acts of God, war or other strife.
- (z) "WCB" means the Workers Compensation Board established and functioning pursuant to the Workers Compensation Act (British Columbia) (the "WCA"), as amended, and/or

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

related or successor legislation, and any successors in function thereto now referred to as “Worksafe BC”;

- (aa) “WCB Legislation” means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia);
- (bb) “Worksafe BC/OH&S Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;
- (cc) “Work” or “Works” means the whole of the Works, services, construction, materials, matters and things required to be done or supplied by the Contractor pursuant to the Contract Documents.
- (dd) “Work Site” means the place or places where the Work under the Agreement is to be carried out, erected, built or constructed, as described in the Appendix E - Request for Service.
- (ee) “Working Day” means any day other than a Saturday, Sunday or holiday as defined in the *Interpretation Act*, (British Columbia).

THE CITY AND CONTRACTOR NOW AGREE AS FOLLOWS:

## 2.0 PROJECT SPECIFIC/UNIT PRICE CONTRACT

### 2.1 Separate Contract for Each Project

Despite any other term of this Contract, the City and the Contractor have no contractual or legal relationship with each other of any kind and have no legal obligations to each other except only to comply with this Contract if and when the City requests the Street Civil Works Services and only then if the Contractor accepts such request by signing and delivering the Request for Service within the stipulated time and then only for the Project specified in such Request for Service.

### 2.2 Contractor’s Duty to Operate as Independent Contractor

The City and Contractor now confirm and agree that the Contractor is an independent contractor and is not obligated at any time to respond to a request by the City for Street Civil Works Services pursuant to this Contract and agrees to regularly contract at its sole discretion with other third parties and take all such steps and actions as may be necessary or prudent to maintain the Contractor’s status as neither an employee nor a dependent contractor of the City.

### 2.3 Project Specific/Contract

All Service provided by the Contractor under this Contract is on a Project specific basis, as set out in each Request for Service.

## 3.0 RATES FOR SERVICE

### 3.1 Lump Sum/Unit Price Rates

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

Payment shall be made on the basis of the lump sum and unit prices set out in Appendix C Requirements - Section 1.0 - Table of Pay Items.

- 3.2 Prices shall be full compensation for all labour, equipment, and materials necessary for the completion of the respective Pay Item to the satisfaction of the City Engineer. All measurement for payment shall be first approved by the City Engineer.
- 3.3 Prices are to be quoted F.O.B. Destination to the Delivery Site(s), including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 3.4 Prices quoted are to be exclusive of HST.
- 3.5 Pricing shall be held firm for a one (1) year period following Request for Application, unless otherwise expressly agreed to by the City.
- 3.6 Prices are to be quoted in Canadian currency.
- 3.7 Invoices must contain the following details:
  - a) the related civic address;
  - b) the nature of the work performed;
  - c) the date(s) the work was done;
  - d) the hourly rate and number of all labourers;
  - e) the total number of hours worked; and
  - f) breakdown and cost of materials used.
- 3.8 Payments
  - (a) Subject to the provisions of the *Builder's Lien Act*, and the Contract Documents, the City Engineer will fulfil the role of "payment certifier", and the City Engineer will prepare monthly Payment Certificates based on the Inspector's measurements of work in place and the Contractor's invoices received by the City Engineer. Materials supplied will only be included in any Payment Certificate on the basis of delivery slips signed by the Inspector; unsigned delivery slips will not be accepted for inclusion in the Payment Certificate. The City Engineer may withhold any Payment Certificate if in his opinion, it is in the interest of the City Engineer to do so, until the City Engineer is satisfied that the work and material so far done is in accordance with the Contract and that the Contractor is entitled thereto, though the amount to be retained may be unascertained.
  - (b) The issuance of a Payment Certificate, Certificate of Substantial Performance, Final Certificate of Acceptance, Partial Payment Certificate or Partial Certificate of Substantial Performance by the City Engineer is a representation that to the best of the City Engineer's knowledge, information and belief, the Work has progressed to the point indicated, (subject to an evaluation of the Work for conformance with the Contract Documents upon completion, to the results of any subsequent tests called for in the Contract Documents, to the correction of any defects in the Work not observed or discovered by the City Engineer nor pointed out to the City Engineer by the Contractor, to minor deviations from the Contract Documents correctable prior to completion and to any qualifications stated by the City Engineer in such certificate) and that the

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures or that he has made any examination to determine how or for what purposes any contractor has used the money paid on account of the Contract Price.

- (c) The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation or certification of any progress or final payment by the City Engineer, nor the issuance of any certificate, nor any payment by the City to the Contractor under the Contract, nor any use or occupancy of the Work or part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of defective Work by the City shall constitute acceptance of work or products which are not in accordance with the Contract or a release of the Contractor's obligation to perform the Work in accordance with the Contract.
- (d) The City will pay the Contractor within fourteen (14) days of receipt of each Payment Certificate, less all stipulated forfeitures and deductions and less a *Builder's Lien Act* holdback in the amount of ten percent (10%) of the certified payment sum.
- (e) Unless otherwise directed by the City Engineer, no Payment Certificate shall be issued or progress payment made until the expiry of thirty (30) days from the commencement of the Work, and until the Contractor has submitted a proper invoice for same along with a Statutory Declaration, sworn by an officer of the Contractor and verifying that the accounts of all workers, materials and equipment engaged on, or supplied to the Work, together with all statutory or regulatory assessments or deductions, have been paid in full to the date of the last progress payment; provided however that in the case of Subcontractors, the Statutory Declaration will be acceptable if it indicates that ninety percent of the Subcontractor's accounts have been paid to the date of the last progress payment. Only one progress payment shall be made in any one thirty (30) day period.
- (f) Upon Substantial Performance of the Work, or as soon as practical thereafter, the City Engineer shall issue a Certificate of Substantial Performance which certificate will also operate as the Payment Certificate authorizing payment of the amount (if any) necessary to complete payment of the remainder due under the Contract less:
  - i. A Builder's Lien Holdback in the amount of ten percent (10%) of the certified payment sum,
  - ii a holdback for defects and deficiencies in the amount of two hundred percent (200%) of a reasonable value as estimated by the City Engineer for corrections to defective or deficient work. This holdback shall be retained by the City without interest until such defect or deficiency is remedied by the Contractor, or if remedied by the City, applied pursuant to Section 38.0 - *Defective Work*,

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- iii a holdback in the amount of one hundred percent (100%) of the value as estimated by the City Engineer to complete incomplete work. This holdback shall be retained by the City without interest until such work is completed by the Contractor, or if remedied by the City, applied pursuant to Section 61.0 - *Maintenance and Warranty* and Section 29.0 - *Monies Due the City*,
  - iv. a holdback to cover the value of claims or liens filed or reasonable evidence indicating probable filing of claims or liens. This holdback shall be retained by the City without interest until such claims or liens are cleared and discharged, and
  - v. a holdback to cover the value of repairing damage to existing property, and/ or damage to any other contractor's work which has not been settled. This holdback shall be retained by the City without interest until such damage is corrected by the Contractor, or if remedied by the City, applied pursuant to Section 61.0 - *Maintenance and Warranty* and Section 29.0 - *Monies Due the City*.
- (g) For the purposes of the *Builder's Lien Act*, the Certificate of Substantial Performance and the date thereof, shall serve as the Contract's certificate of completion and completion date.
  - (h) Fifty-five (55) days following the date of the Certificate of Substantial Performance, and subject to the provisions of the Contract, a Payment Certificate shall be issued for release of the Builder's Lien holdback. Other holdback amounts (if any) will be released upon clearance of those items as listed herein.
  - (i) The City Engineer will not be the "payment certifier" under any sub-contract with any Sub-Contractor.
  - (j) In the event of an Unavoidable Delay, a Partial Certificate of Substantial Performance for any portion of the Work completed may be issued at the City Engineer's discretion. The other provisions of this section with respect to holdback amounts and release of holdbacks will apply to any Partial Certificate of Substantial Performance.
  - (k) In the event of any circumstance which in the Contractor's opinion entitles it to additional compensation and which are not fully provided for herein, the Contractor shall immediately upon discovery of such circumstance, notify the City Engineer in writing regarding the particulars of the circumstance and the amount of additional compensation the Contractor intends to claim therefor. Otherwise, the Contractor shall have no claim in respect thereof. All claims of every nature which the Contractor may have in respect of this Contract must be submitted in writing to the City Engineer within thirty (30) days of the completion of that particular work, and the Contractor shall make no claim of any nature thereafter. Any claim submitted later than thirty (30) calendar days after completion of that work may be disallowed by the City Engineer.
  - (l) Upon full and complete performance of all obligations of the Contractor required to be performed prior to issuance of the Final Certificate of Acceptance, and upon the City Engineer's verification of same pursuant to

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

Sections (a), (b) and (c) above, the City Engineer will issue the Final Certificate of Acceptance, subject always to Sections (a), (b) and (c) above as well as all other terms of the Contract Documents which are intended to survive the issuance of the Final Certificate of Acceptance.

- (m) The Contractor's acceptance of payment upon issuance of Final Certificate of Acceptance shall constitute a waiver of all claims by the Contractor against the City.

### 3.9 Records

The Contractor will keep full and proper accounts and records of all matters relating to the provision of Service and all receipts, invoices, journey logs, and vouchers relating to same. All such information will be at all times open to inspection and audit by the City for the purpose of permitting the City to verify compliance with any aspect of this Contract. All such information will be kept by the Contractor (and be made available to the City) for a period of five (5) years following the date to which the information relates.

### 3.10 Canadian Currency

All rates payable under this contract are expressed in and will be payable in Canadian dollars.

## 4.0 GENERAL LEGAL TERMS AND CONDITIONS

*All Contractors must:*

- (a) Have a valid City of Vancouver Business License at all times.

The Contractor must provide proof of a valid City of Vancouver Business License for itself and each of its Sub-Contractors. To obtain more information or acquire a license, please visit: <http://vancouver.ca/businesslicenses/onlinerenewal.htm>

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

- (b) The Contractor is an independent contractor and is not an agent or employee of the City. The Contractor is completely and solely responsible for all acts and omissions of the employees, operators, agents and sub-contractors of the Contractor and under no circumstance will any Contract be formed between the City and any such employee, operator, agent or sub-contractor of the Contractor. The Contractor will ensure as a condition of any sub-contract or employment contract with its workers that such workers will comply with the contractual obligations of the Contractor under this Contract.
- (c) No compensation or reimbursement of expenses will be payable to the Contractor's workers by the City. Any amount owing to the Contractor's workers will be paid by the Contractor and not by the City directly.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (d) Where the Contractor consists of more than one legal entity, (eg. partnership), the requirements, terms and conditions of this Contract apply to and legally bind each legal entity both jointly and individually.
- (e) The Contractor confirms that this is a legally binding document and that the City has advised the Contractor to obtain legal advice prior to performing the Work under this Contract.
- (f) The Contractor must comply with the City's Sexual Harassment Policy (Contractor should request a copy of same at the time of submitting their Application Form) at all times and in a manner satisfactory to the City Engineer.
- (g) The Contractor must fully comply at all times with the City's zero tolerance policy for drugs and alcohol. The Contractor is prohibited from consuming any narcotics or alcohol at any time prior to or during the provision of the Service.

**5.0 WORKSAFEBC COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR**

- 5.1 The Contractor agrees that it will 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 service which is the subject of this Agreement. 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 will have the right to withhold payment under this Agreement until the WorksafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 5.2 The Contractor will provide the City with the Contractor's and each Sub-contractor's WorksafeBC registration number and clearance letters from WorksafeBC confirming that the Contractor and each Sub-contractor are registered in good standing with WorksafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Contractor will 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 by the Contractor 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 WorksafeBC, including penalties levied by WorksafeBC.
- 5.3 Refer to Appendix D for the Prime Contractor Agreement form.

**6.0 COMPLY WITH ALL LAWS**

The Contractor must fully comply with all applicable laws and regulations at all times including without limitation and by way of example only;

- (a) all City By-laws regulating truck use, including truck route regulations (Contractors should request a copy of the City's truck route map if they do not have one) and regulations regarding engine brake noise, weight/load restrictions, securing of loads and tire specifications, and

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (b) the *Motor Vehicle Act* and related regulations including by way of example only the National Safety Code Regulations, Division 37, which prohibit any driver from operating a commercial motor vehicle beyond the specified maximum number of hours.

7.0 SUSPENSION OR UNAVOIDABLE DELAY OF WORK

- (a) The City shall have the right, from time to time, to suspend the Work in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Work to be suspended or stopped and is signed by the City Engineer. In the event of such right being exercised so as to cause delay to the Contractor, then an extension of time equal to such delay shall be allowed to complete the Contract, but no such delay shall vitiate or void this Contract, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond of security for the performance of this Contract, nor shall the Contractor be entitled to any delay claim or any other claim for damages. Upon the Contractor receiving written notice from the City that the suspended operations are to be resumed the Contractor shall forthwith resume the operations.
- (b) Time periods for each party's performance under the Contract will be extended for periods of time during which their performance is delayed due to an Unavoidable Delay, but in no case will the extension of time be less than the time lost as a result of the Unavoidable Delay, unless such a shorter extension is agreed to by the parties. In order for either party to be entitled to an extension of time pursuant to this section, they must give written notice promptly to the other party upon the commencement of the Unavoidable Delay.
- (c) In case of the Contractor's failure to finish the Work or Works properly and fully and as required, or in the case of the Work, or any part thereof, being taken out of the Contractor's control, as provided in this Contract, the City may proceed to finish the Work for the Contractor as the Contractor's agent in this respect, and at the Contractor's expense, or proceed as provided in Section 32.0 - *Termination of Contract (Without Cause)*.
- (d) The Contractor shall give the City at least thirty-six (36) hours notice before commencing Work after a suspension or Unavoidable Delay in the Work has occurred. This notice does not give the Contractor the right to start work on that portion of the Contract without the City's approval.

8.0 CITY ENGINEER SOLE JUDGE

Should any discrepancies appear or difference of opinion or misunderstanding arise as to the meaning of this Contract or as to any omissions therefrom, or misstatements therein, in any respect, or as to quality or dimensions or sufficiency of the Service or any part thereof, or as to the due and proper execution of the Service, or as to the measurement of quantity or valuation of any Service executed or to be executed under the Contract or as to extras thereupon, or deductions therefrom, or as to any other questions or matters arising out of the Contract, the same shall be determined by the City Engineer and the City Engineer's decisions shall be final and binding upon all parties concerned, and from it there shall be no appeal; and the Contractor shall immediately, when ordered by the City Engineer, proceed with and execute the Work, or any part thereof, forthwith, according to such decision, and with such additions to or deductions from the hourly rate or unit price as are provided under the terms of this



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

Contract, without making any claim for any extension of time in completing the Contract or the Work, unless arranged for in writing with the City Engineer as provided herein.

9.0 EMERGENCIES

The City Engineer has the authority in an emergency to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of work extra to this Contract or otherwise, as may in opinion be necessary. The City Engineer shall within two (2) working days confirm in writing any such instructions.

10.0 MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

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

The Contractor shall furnish for the approval of the City Engineer as the City Engineer may reasonably require samples of any material of any kind to be used in the provision of the services and no material shall be used which is in any way inferior to the Approved samples.

11.0 SUPPLY OF MATERIALS BY THE CITY

The Contractor's responsibility for materials supplied by the City shall begin upon the Contractor's acceptance at the points of supply to the Work Site. All such materials shall be examined and the Contractor shall advise the City Engineer in writing of any defective or damaged material. Any material supplied by the City which is lost, stolen or damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

All material supplied by the City remains the property of the City at all times and material not required for or surplus to the Work must be promptly returned to the City in original condition.

12.0 SUBCONTRACTORS AND SUPPLIERS

- (a) The Contractor shall submit a list of the names of all Subcontractors proposed to engage on the Work [refer to Appendix C]. Subcontractors shall not then be changed except with the prior written approval of the City Engineer, which approval may be arbitrarily withheld.
- (b) The Contractor shall supply complete information to Subcontractors and equipment and material suppliers. The Contractor agrees to bind every Subcontractor to the terms of this Contract including all Contract Documents as far as applicable to their work, equipment and material.
- (c) In every subcontract the Contractor shall specify that the City Engineer shall not be the person responsible for payment certification under that subcontract for the purposes of the *Builder's Lien Act*, and shall specify the Contractor as the payment certifier under every Sub-contract.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (d) The City reserves the right to object to any of the Subcontractors and/or Suppliers listed in an Application. If the City objects to a listed Subcontractor and/or Supplier, then the City will permit the Applicant to propose a substitute Subcontractor and/or Supplier acceptable to the City. An Applicant will not be required to make such a substitution and, if the City objects to a listed Subcontractor and/or Supplier, the Applicant may, rather than propose a substitute Subcontractor and/or Supplier, consider its Application rejected by the City and, by written notice, withdraw its Application.

**13.0 WORK SITE LIMITS**

The Contractor will be solely responsible for

- a) installation of barricades and barriers and other traffic control measures, and
- b) 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 the Contract Documents.

**14.0 HOURS OF WORK**

The attention of the Contractor is drawn to by-law regulations governing noise-generating activities in the City of Vancouver.

The Contractor shall keep the City Engineer advised on the proposed hours of Work so that inspection can be co-ordinated. Work without inspection is not permitted.

The City forces work between the hours of 7:00 a.m. and 4:30 p.m. The Contractor shall not expect any work to be performed by the City's crews outside these hours except by special arrangement agreed to by the City Engineer or in case of emergency.

**15.0 SCOPE OF WORK**

The extent of Street Civil Works Services that will be required is as specified in Appendix E - Request for Service and Appendix C - Requirements.

**16.0 TRAFFIC CONTROL**

For all Works on City streets, lanes or sidewalks, all traffic control shall be provided by the Contractor, at the Contractor's expense, except where otherwise specifically provided for in this Contract. The Contractor shall adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition).

The Contractor shall also provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flagpersons, watchpersons and lights as may be necessary or as may be ordered by the City Engineer, in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the City Engineer's opinion) keep any roadway open for the

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

use of the public, or for some restricted use specified by the City Engineer, for such width as the City Engineer may direct.

At the request of the City Engineer, the Contractor shall submit a traffic management plan for the City Engineer's approval prior to commencing work or at any other time within two (2) working days of such request.

The Contractor shall, from the date of commencement to the date of completion of the Work assume responsibility for the barricading and signing of hazards resulting from such Works as utility trenches, out-of-grade utility-access covers, or any other obstruction or impediment to pedestrian or vehicular traffic, be these Works in progress prior to or subsequent to the above mentioned date of commencement.

Unless ordered otherwise by the City Engineer, the Contractor shall inspect the barricades and warning signs of unattended construction Work Sites at least once per day.

When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the City Engineer shall have the right to order additional lights at the Contractor's expense if, in the City Engineer's opinion, they are or may be required.

On the day before work is to commence in each street or portion thereof, the Contractor shall post "NO PARKING" signs and shall notify the Inspector who will determine the adequacy of this signing. The Contractor shall post these signs to the Inspector's satisfaction.

Licence numbers of vehicles legally parked at the time of placement of signs shall be recorded by the Contractor and made available for the Inspector. If these vehicles are still parked when work commences, the Inspector shall be contacted by the Contractor for further instructions.

If inclement weather or other reasons force postponement of the Work, the Contractor shall remove or cover the signs; if any vehicles have been removed from the Work Site, they shall be moved back with a minimum of inconvenience to the vehicle owners.

For the information of the Contractor, the Parking Enforcement Branch or the Vancouver City Police are the only designated authorities approved to call tow trucks. Providing the signing is adequate and the Contractor has contacted the Inspector, the City of Vancouver will pay the costs of towing. Owners of vehicles unlawfully parked will be charged with costs of towing and other costs.

#### 17.0 PUBLIC CONVENIENCE

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 discontinuities likely to prove hazardous to the public and/or pedestrians must be either removed, barricaded or clearly and safely marked.

Unless ordered otherwise by the City Engineer, the Contractor shall inspect the barricades and warning signs of unattended construction Work Sites at least once per day.

The Contractor shall take all steps necessary to control dust and to ensure that no dust causes any hazard or discomfort to the public.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

The Contractor shall provide a safe and convenient means of approach to all adjoining lanes, driveways and property for both vehicles and pedestrians wherever necessary and practical. The Contractor shall not deposit any material upon any street, sidewalk, boulevard, grass plot or other City of Vancouver or public property, without the City Engineer's permission, nor shall the Contractor allow the same to remain thereon longer than necessary. From time to time as the Work progresses, or as directed by the City Engineer, such material and rubbish must be removed, all at the Contractor's expense.

Within four days of Substantial Completion, all material of every description must be gathered up from the streets, sidewalks, boulevards and grass plots, and removed therefrom. Where the Contractor tears up, opens or obstructs more of any street, roadway or place than is ordered or sanctioned by the City Engineer, then the City of Vancouver may remove such obstructions and replace or make good the opening or openings at the expense of the Contractor.

**18.0 ACCESS TO EXISTING STRUCTURES**

The Contractor shall at all times maintain satisfactory pedestrian access to buildings and private property.

The Contractor shall provide suitable notice to affected property owners prior to changes in access. Interruption of access to any entrance shall be kept to a minimum.

The Contractor shall maintain fire exits from existing buildings as required by the Fire Department.

**19.0 PROTECTION OF WORK AND PROPERTY**

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

**20.0 FIRE, SECURITY AND SAFETY REGULATIONS**

- a) **Fire and Security** - The Contractor shall comply with and shall enforce compliance by all of the Contractor's agents, employees, subcontractors and suppliers with any and all fire regulations which have been or may be established from time to time by the City Engineer and anybody having jurisdiction over such matters.

All security regulations which have or may be promulgated by the City Engineer or other authorized representatives of the City shall be complied with. Watchmen for the buildings and grounds may be provided by the City at its discretion. However, neither the City nor the City Engineer will be responsible for any loss or damage to the property of the Contractor whether or not watchmen are provided by the City Engineer. The Contractor will furnish such security as the Contractor deems necessary for the protection of its equipment and Products stored or used on Work Site.

- b) **Loss Control** - The Contractor will provide a Loss Control Program, satisfactory to the City to meet Workers Compensation Board and other requirements.
- c) **Safety** - When required by the WCB OH&S Regulation, *first aid facilities*, including an attendant, shall be provided on the Work Site at all times during working hours by the

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

Contractor at the Contractor's expense. Such facilities will be completely equipped in accordance with the requirements of the Workers Compensation Board.

The Contractor shall be fully responsible for taking all necessary precautions for the safety of its workers on the Work Site or of complying with all applicable safety laws and regulations, particularly those regulations pursuant to the Workers Compensation Act to prevent accidents or injury to persons on, about or adjacent to the Work Site.

- d) General - The Contractor shall provide all other safeguards reasonably required directly for or as a result of the Work.

#### 21.0 DRAINAGE

The Contractor shall keep all portions of the Work well, properly and efficiently drained during construction and 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 Section, 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 *WaterWorks By-Law*.

#### 22.0 SAFEGUARDING EXISTING PROPERTY

Existing property, buildings, fences or other improvements of any kind shall be protected by the Contractor during the life of the Contract. The Contractor shall make good to the satisfaction of the City Engineer any damage done to the existing property, buildings, fences or other improvements. This applies to areas of private property adjacent to or within the Work Site.

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 Contractor to the satisfaction of the City Engineer. The cost of protection and rehabilitation shall be borne by the Contractor.

#### 23.0 EXISTING UTILITIES

The Contractor will be responsible for the care of all public utilities and in the event that any of these are required to be removed, raised or lowered permanently, this will be done either by the City or by the utility company interested and at the expense of the City. If temporary alteration of location is required for purposes of the Work, such work shall be done by the City or by the utility company interested at the expense of the Contractor. Reasonable notice must be given to the City Engineer of any change required in utility services.

Existing utilities may be shown on Drawings. These, however, are shown for convenience only and the City assumes no responsibility for improper locations, or failure to show utility locations on the Contract Documents.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

The Contractor shall provide adequate barricades and lighting around and adjacent to any open excavation or potentially dangerous location or other locations designated by the City Engineer.

The Contractor shall at all times ensure that the fire hydrants are not obstructed.

**24.0 DUST CONTROL**

The Contractor shall at all times control the generation of dust by its operations by water sprinkling or by other methods approved by the City Engineer.

**25.0 ERRORS BY CONTRACTOR**

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.

**26.0 INSURANCE REQUIREMENTS**

- a. The following insurance coverage requirements are minimum insurance required by the City. It is the responsibility of the Contractor and Subcontractor to obtain any additional insurance required by law or which the Contractor and Subcontractor consider necessary.
- b. In addition to the specific requirements below, all policies of insurance shall:
  - i) be endorsed so as to provide for sixty (60) calendar days' prior notice to the Owner of cancellation, lapse or material change;
  - ii) if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the Owner Insurance Group (as defined below) and all employees and agents of the Owner Insurance Group;
  - iii) specifically name the City of Vancouver and the Contractor as additional insureds (collectively referred to as the "Owner Insurance Group");
  - iv) be issued by a company or companies authorized to issue insurance policies in British Columbia; and
  - v) be issued on a policy form acceptable to the Owner's Director of Risk Management.
- c. Unless otherwise specified, insurance shall be continuously maintained from no later than the ten (10) Working Days after issuance of the notification on the Applicant being placed on the Pre-Qualified list, for a period of twelve (12) months after notification.
- d. The Applicant shall complete and submit the "Certificate of Existing Insurance" attached as Appendix F.
- e. Within ten (10) Working Days of notification, the successful Applicant shall file with the Owner a Certificate of Insurance for the Work, a copy of which is attached as Appendix G. Where required by the City's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

insurance shall be provided by the successful Applicant.

- f. The Contractor and Subcontractor shall file evidence of renewal of the insurance policies required with the City at least fifteen (15) calendar days prior to their expiry.
- g. Without restricting the generality of Appendix A Section 8 - Indemnity, and despite the limits of liability set out in Appendix A Section 8 - Indemnity, the Contractor shall provide at the Contractor's expense the following types of insurance:

- (a) Commercial General Liability Insurance protecting the Owner Insurance Group, the Contractor, and their respective subcontractors, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall contain the following extensions of coverage:

- i) Broadform Property Damage and completed Operations;
    - ii) Personal injury;
    - iii) Blanket Contractual Liability;
    - iv) Cross Liability and Severability of Interests Clause;
    - v) Contingent Employer's Liability; and
    - vi) Non-owned Auto Liability,

And where such further risk exists, following extensions of coverage shall be included:

- i) Shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
      - ii) Hoist liability;
      - iii) Operation of attached machinery; and
      - iv) Contractor's pollution liability including coverage for asbestos, mould or other hazardous substances.

This insurance shall be for an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000) and the Contractor shall be liable for all deductible amounts.

- (b) Automobile Liability Insurance to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

(c) Property Insurance

(i) *All-Risks Course of Construction Property Insurance* in the joint names of the Contractor and the Owner Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the sum of the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000).

(ii) *Owner to be Loss Payee.* The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time relative to the extent of the loss or damage as the Contractor may decide in consultation with the Contractor.

(iii) *Payment for Loss or Damage.* The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.

(iv) *Deductibles:* The Contractor shall be responsible for payment of all deductible amounts.

(v) *Loss Caused by Other Contractor:* In the event of loss or damage to the Work arising from the work or act of the Owner or an other Contractor, then the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds.

(d) All Risk Contractor's Equipment Insurance covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.

(e) Where, in the Owner's opinion, marine risk exists, the Contractor is also required to carry Protection & Indemnity Insurance including Owner's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, Subcontractor, or their respective employees or agents in an amount no less than five million dollars (\$5,000,000) per occurrence and a deductible of not more than ten thousand dollars (\$10,000).

(f) 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:

(i) 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;

(ii) 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;

(iii) contain a provision that coverage afforded will not be suspended, voided, reduced or materially altered or changed without the insurance



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

company(s) giving at least sixty (60) days prior written notice by registered mail to the City; and

(iv) contain a clause that waives the insurer's right of subrogation against the City or its officers, employees, servants or agents.

**27.0 FAILURE TO INSURE is added as follows:**

27.1 If the Contractor fails to provide evidence of the required insurance as and when required by the Contract Documents, then the Owner shall have the right to do so and then give evidence of same to the Contractor and the cost of doing so will then be payable by the Contractor to the Owner or at the Owner's option may be deducted from the Contract Price.

**28.0 LIENS**

The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all Contract monies, and the Work, and every part thereof, shall be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Contractor and his sureties, as well as its respective, administrators, successors and assigns, shall fully indemnify and save harmless the City and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of any Land Title Office or Court in which the same may appear.

Notwithstanding anything to the contrary contained in the Contract Document, the City shall not be obliged to pay any monies to the Contractor if and for so long as any liens exist against the Works or the Work Site.

**29.0 MONIES DUE THE CITY**

All monies payable to the City by the Contractor may be retained out of any monies then due, or which may become due from the City to the Contractor under this or any other contract with the City, or may be recovered from the Contractor or the Contractor's sureties in any court of competent jurisdiction as a debt due the City.

**30.0 ASSIGNMENT AND SUBLETTING**

The Contractor shall keep the Work under his personal control. The Contractor shall not, without the prior consent in writing of the City, assign or transfer this Contract or any part thereof. The City's consent to the assigning or subletting of any portion of the Work shall not relieve the Contractor from any obligations or liabilities under this Contract.

All monies payable to the City by the Contractor may be retained out of any monies then due, or which may become due from the City to the Contractor under this or any other contract with the City, or may be recovered from the Contractor or the Contractor's sureties in any court of competent jurisdiction as a debt due the City.

**31.0 DISCHARGE OF EMPLOYEES**

Should any person employed on the Work, or in connection therewith, give any cause for complaint (of which the City Engineer shall be the sole judge), the City may require that such

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

person be replaced and not employed further on the Contract.

32.0 TERMINATION OF CONTRACT (WITHOUT CAUSE)

In the event of it becoming advisable in the interests of the City to suspend the Work of this Contract or any portion thereof, at any time before its completion, and to terminate this Contract, the City Engineer shall have full power to stop the Work and terminate the Contract, on giving to the Contractor notice in writing to that effect whereupon the Contractor will vacate possession and give up the work or part specified in the notice. The Contractor, however, shall be entitled to receive payment for all sums then due for Work already done, materials used or delivered, together with such reasonable compensation as will cover all bona fide damages (to a maximum of 10% of the foregoing amounts), if any; provided however, that no compensation will be allowed to or obtained by the Contractor for materials procured for the Works after the date of the delivery of the notice above referred to, nor for any loss of anticipated profits, either in respect of the Works so suspended as aforesaid, or of the materials then procured for said Works.

33.0 TERMINATION OF CONTRACT (FOR CAUSE)

- (a) Upon the occurrence of any one of the events listed in Sub-Sections (i) to (iv) hereafter, the City may, by its City Engineer, forthwith revoke and terminate all or any part of this Contract:
  - (i) if the Contractor breaches any of its obligations as set out in the Contract Documents which arise following the issuance by the City and acceptance by the Contractor of the Request for Service;
  - (ii) if the Contractor fails to commence Work within the period set out in the Request for Service, Article IV (a) - Start/Completion Dates;
  - (iii) if the Contractor becomes bankrupt or makes a general assignment for the benefit of creditors;
  - (iv) if the Contractor purports to assign the Contract without the prior written consent of the City;
  - (v) the City Engineer has, acting in good faith and in the City Engineer's sole discretion, determined that there has been a breach of Section 53.0 - *Bribery*.
- (b) If at any time, the Work is not being carried out in a sound and workmanlike manner in conformity with the terms of this Contract, or is not progressing continuously in such a manner as to ensure completion within the Contract Times, the City Engineer may give the Contractor written notice stating in general terms the nature or extent of the default. If the default is not remedied within forty-eight (48) hours of delivery of the notice, the City may, by its City Engineer, and without prejudice to any other rights or remedies under this Contract, forthwith revoke and terminate all or any part of this Contract.
- (c) Upon being served with a written notice of termination pursuant to Section (a) or (b) above, the Contractor shall vacate possession and give up the Work or part of the Work specified in the notice, and the City Engineer may, re-let the same or carry out the Work using its own forces, or any combination thereof, and take all other necessary steps to complete the Work at the cost of the Contractor, and the Contractor shall be deemed to have authorized and ratified all obligations incurred by the City Engineer in

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

completion of the Work.

- (d) In any case of termination of all or any part of the Contract, the Contractor shall be and remain liable to the City for all costs, expenditures and damages which result from the default of the Contractor and are expended in good faith by the City or its contractors in the completion of the Work.

**34.0 CITY OF VANCOUVER, SEWER AND WATERCOURSE BY-LAW NO. 8093 AND WATERWORKS BY-LAW NO. 4848 APPLIES**

Contractors must demonstrate sufficient expertise and ability to comply with all applicable City By-Laws when performing any work for the City of Vancouver. The Contractor must utilize back-flow prevention and follow regulations set forth by the City's Environmental Protection Branch. The City Engineer may at any time request proof of the Contractor's competence and compliance.

**35.0 ORAL ARRANGEMENTS**

In all cases of misunderstanding and disputes, oral arrangements will not be considered, and the Contractor must produce written authority in support of his contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any person whomsoever against the City Engineer or the City or in prosecuting any claim against any of them.

**36.0 PLANT, LABOUR AND MATERIAL**

- (a) The Contractor is to provide all necessary storage grounds, and shall furnish all required labour and materials, machinery, tools, together with all proper and required facilities for moving and transporting the same, so that the Contract, and all Work required to be done under it, can and will be carried on in a professional manner, continuously and expeditiously, to completion, to the City's satisfaction. All approved materials provided by the Contractor, from the time at which they are brought upon lands of the City, for the purposes of the Contract, and until the completion of the Works, shall immediately upon installation become and continue to be the property of the City, and the Contractor is prohibited from removing the same, or any part thereof, during the progress of the Work, without the consent or instructions of the City in writing.
- (b) Unless otherwise specified, all materials shall be approved by the City Engineer in accordance with *Section 59.0 - Samples*, and the Specifications of this Contract.

**37.0 CONDEMNED AND SURPLUS MATERIAL**

If any plant, equipment or materials are deemed by the City Engineer to be unfit for use in or on the Works, the same shall be removed therefrom within forty-eight hours after notification to that effect from the City Engineer, and in the case of failure on the part of the Contractor to remove the same, the City Engineer may remove them at the Contractor's expense.

No surplus or other material of any kind shall be disposed of without the City Engineer's written permission. The Contractor shall not pile any excavated material upon the sides of the street, except with the City Engineer's permission. All surplus materials, not required by the City, must be disposed of by the Contractor off site, but in such a manner as not to cause nuisance, injury or inconvenience to the City, or to the public or private persons, and the Contractor will indemnify the City against all claims in respect thereof.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

Notwithstanding anything contained herein, if the City Engineer advises the Contractor that any material excavated during the course of this Contract is required by the City, the Contractor shall, at no cost to the City, deliver such excavated material to any Worksite within the City limits specified by the City Engineer.

**38.0 DEFECTIVE WORK**

- (a) The Contractor shall at any time when so required by the City Engineer, during the Construction or during the Maintenance Period, make such openings, and to such extent, as the City Engineer may direct, which the Contractor shall forthwith make good again to the satisfaction of the City Engineer. Should the Work so opened up be found, in the opinion of the City Engineer, faulty in any respect, the whole of the expenses incurred shall be defrayed by the Contractor; otherwise by the City. All defective work or materials discovered by this or any other means must be forthwith wholly removed, and made good by the Contractor, at the Contractor's expense, to the City Engineer's satisfaction. If the City Engineer rejects Work because it fails to conform to the Contract Documents for any reason including poor workmanship, defective products or materials, or damage to completed Work, the Contractor shall remove the rejected work and redo the work, including the making good of work of other contractors destroyed or damaged by such removal or replacement, in accordance with the Contract Documents and all at the Contractor's sole expense.
- (b) If in the opinion of the City Engineer, it is not expedient to correct such rejected work, then the City Engineer may require such work to be left in place, and the City may deduct from monies owing to the Contractor, the difference in value to the City, as determined by the City Engineer, between the work as performed and the work as called for by the Contract Documents.

**39.0 METRIC CONVERSION**

- (a) Payment for all quantities will be as per the unit price listed for the respective metric units.
- (b) Materials delivered to the site in Imperial Units (i.e. tons as opposed to tonnes) will be converted directly to metric units by the City Engineer as per CSA Specification A-234-1-1973 (CSA Metric Practice Guide).
- (c) In any case where the Contractor's plant or the Contractor's supplier's plant has not yet been converted to metric units (such as weigh scales, etc.), the material must conform to the Specifications of this Contract.

**40.0 HYDRANTS AND WATER**

The Contractor shall make any necessary arrangements with the City Engineer for obtaining water from City hydrants, including the obtaining of the necessary hydrant keys for such purposes, and shall provide the necessary reducer and small valve which must be used for the purpose of obtaining water from the City's water hydrants. The Contractor shall not use any hydrant key which has not been supplied by the City Engineering Department.

**41.0 SANITARY CONVENIENCE**

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

The Contractor must provide and properly maintain, in clean and sanitary condition, suitable and convenient privy or toilet accommodation for employees, so that they shall not be a source of inconvenience, complaint or nuisance to the public or to residents in the vicinity of the Work Site.

42.0 PATENTS AND INTELLECTUAL PROPERTY RIGHTS

The Contractor shall fully indemnify the City against and from all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process or the owners, licencees or other holders of any other intellectual property, confidential information, or other proprietary rights or interests used in connection with the Work, Plant, Products or of any other material, plant, machinery, tool or appliance used by the Contractor or those for whom the Contractor is in law responsible.

43.0 ACCESS AND ASSISTANCE

The Contractor is to furnish the City Engineer, with any reasonable help which may be required at any time in driving stakes or in setting out the Work. The Contractor shall also furnish the City Engineer, at all times, with convenient means of access to all parts of the Works, and also with all required assistance, to facilitate thorough examination of the same, and inspection, culling or removal of doubtful or defective material, and for any other purpose required in connection with the said Works, or in the discharge of their respective duties for which service no additional allowance will be made.

44.0 STAKES, LINES AND LEVELS

The Contractor shall give the City Engineer at least forty-eight (48) hours notice before requiring any levels, lines or stakes on any portion of the Works, and the Contractor shall clearly state in such notice the exact locality or localities where such are needed for immediate use. However, such notice does not require the City Engineer to permit the Work to commence at that location.

The Contractor must be satisfied, before commencing work at any points, as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the City for or on account of any alleged inaccuracies, or for alterations subsequently rendered on account of such alleged inaccuracies, unless the Contractor notified the City Engineer thereof in writing before commencing to work therefrom. The Contractor will be held responsible for the preservation of all stakes and marks in their proper positions, and in case any of them are disturbed, lost or destroyed after having once been given, the Contractor shall at once notify the City Engineer in writing, and all expenses incurred by the City of Vancouver in replacing the same may be charged against the Contractor and deducted or collected, as provided in *Section 29 - Monies Due the City*.

As the stakes and marks set will not in all cases represent all the grades, levels, lines and angles, or changes of surface, lines or levels, in the finished work, the Contractor must be careful to see that they are taken and read correctly in connection with the plans, details, specifications and City Engineer's direction. Unless otherwise identified in the plans or unless otherwise agreed to by the City Engineer, stakes and marks shall typically only be provided for curb and gutter lines and elevations. Should the Contractor discover or suspect any errors in the same, work shall be discontinued until such errors are investigated and rectified; but no claim shall be made or allowed on account thereof, or on account of any delay occasioned thereby.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

45.0 ALTERATIONS, DEDUCTIONS AND ADDITIONS

- (a) The City does not expressly or by implication guarantee that the actual amounts of Work or of materials will correspond to the estimated quantities provided in Appendix E - Request for Service. The City Engineer shall have the right to order such alterations or changes in the Work as the City Engineer deems advisable, at any time before or during the prosecution of the Work. The City shall reserve the right to increase or decrease or otherwise alter the thickness of pavement, width, line, grade, or detail of any street or the amounts of any portion of the Work, with no increase in the unit price. Some of the items may even be eliminated by the City. The Contractor shall not be entitled to any compensation for anticipated profits, for loss of profit, for damages or for any extra payment whatsoever, except as expressly and specifically provided for herein, because of any difference between the amounts of work actually done or material actually furnished and the estimated amounts as set forth in Appendix E - Request for Service.
- (b) Any alterations, deductions or additions which result in any portion of the Work being changed from an item for which one unit price was provided to an item for which a different unit price was provided will be paid for at the unit price for the item which describes the actual work done or material supplied, and shall not be paid as Extra Work unless otherwise noted or directed by the City Engineer.
- (c) If any work, labour or material which the Contractor is required to perform or supply under this Contract is directed by the City Engineer to be changed or omitted, whereby a lesser quantity of work, labour or material is performed or supplied, then the City Engineer may deduct from the Contract Price the value of any work or material not required to be performed or supplied.

46.0 OMISSIONS

Anything which may be imperfectly specified or imperfectly shown on the plans or shown on the plans and not specified, or which may be specified and not shown, must be taken, considered and done as if it were both shown and specified.

47.0 EXTRA WORK

- (a) If the Contractor is ordered to do work for which there is no price quoted, or which is otherwise beyond the requirements of the Contract, then the Contractor shall, before commencing any work or procuring any materials, obtain a written Extra Work Order from the City Engineer acknowledging that the work is Extra Work, authorizing the work to proceed and specifying agreement to the cost or the terms upon which such work will be paid. The Contractor shall not be entitled to any extension of time for completion or any additional payment on account thereof, unless so agreed prior to the work being done.
- (b) The Contractor shall notify the City Engineer prior to the commencement of any Extra Work, in order to facilitate the work of the Inspector. All Extra Work must be done in the presence of the Inspector, or unless otherwise agreed to by the City. If the Contractor fails to follow each procedure specified in this Section, payment for Extra Work will not be based on unsubstantiated claims, but shall be determined by the City Engineer.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (c) Any portion of the Work executed under an Extra Work Order that fits the description of an item for which a unit price was quoted will be paid at the unit price quoted for that item, unless otherwise noted or directed by the City Engineer.
- (d) For all other Extra Work as herein provided and executed, the Contractor will be paid a unit rate or rates agreed to in writing by the City Engineer prior to the Work being performed. Or, if the Extra Work Order is issued without such rates being agreed to in writing, then the Contractor will be paid the following:
  - (i) The Contractor's Force Account labour rates, as set out in Appendix C - Requirements - Section 2.0 Force Account Rates, plus an allowance of twenty-one percent (21%) for overhead and profit.
  - (ii) The Contractor's equipment costs for owned equipment at the lower of the market rates or the Contractor's current rates charged for similar work performed in the City of Vancouver.
  - (iii) The Contractor's invoiced cost for work done by a Subcontractor, subcontracted labour or subcontractor hired equipment, plus an allowance of 10% for the cost of scheduling, organizing and accepting liability for the work. The Contractor shall hire equipment only on an hourly rate basis and payment will only be made on that basis.
- (e) For the purpose of this Section, the Contractor's current rates will be the rates as submitted by the Contractor in accordance with Appendix C - Requirements - Section 2.0 Force Account Rates. The market rates will be the rates as set out in the current edition of "B.C. Road Builders Rental Rates Guide" at the time of the performance of the Work.
- (f) For the purpose of this Section, direct labour costs include wages, employer contributions for unemployment insurance, pension plans, workers compensation, annual vacation and fringe benefits and expenditures as form part of any agreement that the Contractor has with its employees. The highest level of supervision chargeable as direct labour costs shall be that of a working foreman.
- (g) For the purpose of this Section, the Contractor's Force Account equipment rates will only be paid for equipment that is normally charged at an hourly rental rate for similar types of work and is deemed to be an all-inclusive rate. No other amounts will be payable on account of insurance, repairs, incidentals, delivery, profit, overhead or any other direct or indirect expense. Where the equipment requires an operator(s) the hourly rate will be deemed to include the operator(s). No compensation whatsoever is payable on small equipment costing less than two thousand dollars (\$2,000) to purchase. For equipment which is not listed in Appendix C - Requirements, Section 2.0 Force Account Rates (and which is not small equipment less than \$2000) but is used to carry out the Work, the Force Account rates shall be in accordance with the latest edition of the Province of British Columbia, B.C. Ministry of Transportation Rental Rate Guide (Blue Book)
- (h) The City Engineer has the right to refuse any Subcontractor, or hired equipment, if the cost for such hired equipment is in excess of that which is generally accepted as current for similar work in the City of Vancouver; and shall have the right to pay only the going rate for any equipment (including the Contractor's) or supply the City's own equipment.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

- (i) Overhead will include any organizing, scheduling, supervision and costs for use of tools, vehicles to carry tools, and transportation, and for plant other than as herein provided or previously agreed.
- (j) Surplus or condemned material that is hauled from the Works, and for which extra payment will be made pursuant to this Section, must be hauled to a disposal site, the location of which is agreed to by the City Engineer beforehand.
- (k) The Contractor shall furnish the City Engineer with satisfactory vouchers for all material, equipment and labour expended on the Extra Work. As soon as is practical following completion of the Extra Work, the Contractor shall obtain the Inspector's signature acknowledging that the Work was performed and that the Inspector is in agreement with the type, classification, and number of hours of labour and equipment and quantities of material used.

**48.0 OVERTIME WORK**

- (a) The City Engineer shall have the authority to direct the Contractor (but only by written direction signed by the City Engineer) to work overtime, including Saturdays, Sundays, and holidays, should the City Engineer deem it, for any reason, to be in the best interest of the City to do so.
- (b) Extra payment will be made only for overtime work ordered in writing by the City Engineer, but not in circumstances where, in the opinion of the City Engineer, the Contractor is behind schedule or cannot meet the Contract Times. Extra payment will not be made where the Contractor chooses to work late to finish a certain task.
- (c) Any work ordered by the City Engineer to be performed on overtime shall be paid (subject in all respects to the conditions of this Section 48.0) in accordance with Appendix C - Requirements. The only extra payment made will be to cover the additional premium paid by the Contractor for labour, materials and equipment over and above the non-overtime costs which would have been incurred in any event by the Contractor.
- (d) The Contractor shall furnish the City Engineer with satisfactory vouchers for all labour expended on overtime work. As soon as practical following any overtime work for which extra payment will be claimed by the Contractor, the Contractor shall obtain the Inspector's signature acknowledging that the work was performed and that the Inspector is in agreement with the number of hours of labour expended.
- (e) For the purpose of this section, the "premium" payable for overtime will be limited to the amounts which are actually paid by the Contractor solely for performance or supply outside normal hours and which are fully documented and verified to the satisfaction of the City Engineer.

**49.0 OTHER'S RIGHTS**

The Contractor shall cooperate with employees of the City, the City's contractors, and any utility company constructing drainage spurs, catch basins and connections, sewers, watermains, light and power conduits, telephone cables, pipes and any other services, during grading operations. The Contractor shall be prepared to delay grading and preparation of subgrade or any part of the Work until after the services are laid. The prices and Pay Item



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

descriptions provided in Appendix C - Requirements are all-inclusive of such delays and interruptions and no additional compensation will be payable on account of same.

**50.0 INSPECTOR'S POWERS**

Inspectors shall be deemed to be agents of the City Engineer. An Inspector may stop the Work in whole or in part as the interests of the City require. Any work done in the absence of an Inspector may be ordered to be opened up for examination, and must be rebuilt or replaced as directed, at the Contractor's sole expense. No approval by any Inspector shall be taken or construed as an acceptance of defective or improper work or materials, which must, in every case, be removed and properly replaced whenever discovered.

Orders given by Inspectors relating to the quality of material and workmanship must be at once obeyed by the Contractor. Any orders or directions other than as herein provided for, given by Inspectors, shall not be binding upon the City.

The Contractor shall become aware of the Inspector's normal hours of work and must ensure that the Inspectors are advised beforehand of any work which the Contractor intends to perform outside of these normal working hours.

**51.0 CONTRACTOR'S SUPERINTENDENT**

The Contractor must, at all times during the performance of the work, utilize a competent and reliable superintendent in charge of the Work Site, and such person shall be deemed to be acting in the Contractor's place, and all notices, communications, orders or instructions given or sent to or served upon such person shall be taken as served upon the Contractor.

**52.0 NOTICES TO CONTRACTOR**

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or to any of the Contractor's Superintendent(s), or if mailed or sent to the Contractor at the address given in the Request for Service.

In any written or printed notice to the Contractor in respect of general, special or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract, or of any other matter, the City Engineer shall not be obliged to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof. A reference in such notice to the section or sections bearing on the matter, and a description of the locality in general terms indicating where the defect or trouble exists, shall be deemed to be sufficient notice.

**53.0 BRIBERY**

Should the Contractor or any of the Contractor's agents give or offer any gratuity to, or attempt to bribe, any member of or officer of or employee of the City will result in the Contract being cancelled, without liability or compensation to the Contractor and without prejudice to all of the City's other rights and remedies.

**54.0 CLAIMS FOR UNPAID WAGES, DAMAGES, ETC.**

The City may, if deemed advisable, on recommendation of the City Engineer, settle any claim for damages and pay all wages overdue, or the price of any materials or the amount due and payable by the Contractor to any Subcontractor, for which payment is in arrears, and the

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

amount thereof shall be a debt due by the Contractor to the City, as money paid by the City for the Contractor at the Contractor's request, and shall be deducted or collected by the City, as provided in Section 29.0 *Monies Due The City*. The City does not assume any liability in this respect; nor shall the persons to whom such wages are paid become, by such payments, the contractors, employees or agents of the City.

55.0 TAX EXEMPTIONS

If any Provincial, Federal or Municipal taxes, rates or duties paid by the Contractor (including Provincial Social Services taxes refundable by reason of a Federal Sales Tax refund) are refundable or potentially refundable, then the Contractor shall obtain such refunds and pay to the City a sum equal to such refunds obtained or obtainable.

56.0 NON-RESIDENT WITHHOLDING TAX

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act (Canada) as amended, then, and the Contractor hereby so agrees, the City may deduct from all monies payable under the Contract and remit to the Receiver-General of Canada, the Government of Canada or Canada Customs and Revenue Agency all such amounts as are required to be withheld and remitted by the Income Tax Act (Canada) as amended.

The City shall receive a further credit under the Contract for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest shall be payable by the City on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

57.0 RIGHTS AND REMEDIES

- (a) 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.
- (b) Except as specifically set out in the Contract Documents, no action or failure to act by the City Engineer 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.

58.0 CONTRACTOR'S ROLE

The Contractor shall have complete control of the Work including site safety, and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. Subject to the City's rights as specifically set out in the Contract Documents to give directions regarding the Work, the Contractor shall have sole responsibility for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work.

The Contractor shall maintain good discipline and safe practice amongst his employees and subcontractors engaged in the Work. The Contractor shall not employ workers or subcontractors who are not skilled in the assigned task(s).

59.0 SAMPLES

The Contractor shall furnish for the City Engineer's approval, samples of any material to be

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

used in the Work as the City Engineer may reasonably require, and no material shall be used which is inferior to the approved samples; but it is understood that the approval of any material shall not subject the City to pay for the same nor prevent the rejection afterwards of any portion thereof which is in the opinion of the City Engineer unsound or unfit to be used, nor shall such approval be considered as any waiver of the objection to the Work or portion thereof at any subsequent period on account of the unsoundness or imperfection of the materials used.

**60.0 SEVERABILITY**

Should a competent judicial court having jurisdiction at the place of Work find any portion of this Contract to be invalid or unenforceable for any reason, that portion of this Contract may be severed from this Contract and the remainder of this Contract shall remain intact in accordance with the original intent of this Contract.

**61.0 MAINTENANCE AND WARRANTY**

In carrying out the Works from their inception, and until the issuance of the Final Certificate of Acceptance, the Contractor shall maintain and protect the Work from damage by the Contractor's own forces, Subcontractors and the public, to any adjacent property, public or private, or to any sidewalks, roadways, curbs, gutters, utility-access holes, frames, covers or other structures, Works or things in the vicinity of the Work Site or elsewhere. The Contractor shall repair to the City Engineer's satisfaction any such damage at the Contractor's expense, when ordered by the City Engineer.

The Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of this Contract and maintain the Work against any defects arising from faulty installation, material or workmanship during the Maintenance Period (the 24 month period following the issuance of the Final Certificate of Acceptance) and make good in a permanent manner satisfactory to the City any defects arising from any of these causes. Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the City Engineer. Should the Contractor fail to make good defects as aforesaid when ordered by the City Engineer, then the City at its option, after giving the Contractor seventy-two (72) hours' written notice, may do so and the whole costs, charges and expenses so incurred may be deducted or collected by the City of Vancouver as provided in Section 29.0 Monies Due The City. The decision of the City Engineer shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Contract and for the amounts expended thereunder.

**62.0 TAXES AND FEES**

The Contractor must allow for the payment of all applicable Sales Taxes, except for the Harmonized Services Tax (which shall be invoiced as a separate item by the Contractor), Permit Fees, Licenses, and all or any Municipal, Provincial or Federal charges in connection with the Contract, and the Contractor agrees that the City shall not be liable in any manner therefore and agrees to indemnify and save harmless at all times the City of Vancouver against all claims which shall be made with respect thereto.

**63.0 PRICING - FIXED**

The rates set out in Appendix C - Requirements are fixed for a twelve (12) month period from date of the RFA closing. Prices may be adjusted at the end of each twelve (12) period at the

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

City's sole discretion and may be subject to documented proof of manufacturer's raw material cost changes or any other factors that may relate to this service which can be verified with an independent published source.

Applicants may bid on all or part of the Requirements.

64.0 SPECIFICATIONS

All Work under this Contract shall be performed in strict conformity with the Specifications.

For the purpose of this Contract all references to "Specifications" means the following:

- (a) Master Municipal Construction Document, Volume II, Printed 2000, published by the Master Municipal Construction Documents Association, but expressly excluding all of the Sections entitled "Instructions to Contractors, Part II" and "General Conditions".
- (b) City of Vancouver Street Restoration Manual, latest edition.
- (c) City of Vancouver Supplemental Specifications.
- (d) City of Vancouver Supplemental Detail Drawings.
- (e) Section 66.0 - Traffic Control Manual, Section 68.0 - Scope of Work, and Section 69.0 - Supplemental Specifications.
- (f) Project-specific specifications and drawings attached as Schedule "A" to the Request for Service in Appendix E.

In the event of any inconsistency between any of the above, the Specifications in (f) govern over all other Specifications, followed by (e) over (a), (b), (c) and (d); followed by (d) over (a), (b), and (c), followed by (c) over (a) and (b), followed by (b) over (a).

65.0 RESIDENTIAL AND HIGHER ZONED, ARTERIAL, INDUSTRIAL, AND TRANSIT ROUTES - INTENTIONALLY OMITTED

66.0 TRAFFIC CONTROL MANUAL AND BY-LAW UPDATE

The Contractor will use the Traffic Control Manual for Work on Roadways. (Province of B.C. Ministry of Transportation and Highways - Second Edition)  
Upon request by the City Engineer, the Contractor will prepare and submit a traffic control plan for the City Engineer's approval.

Note: The City of Vancouver Street and Traffic By-Law 2849 Spilling of Vehicle Loads on Streets - Securing of Loads

99. (2) (a) No person shall drive, ride or propel any vehicle containing any sawdust, solid waste, liquid waste, dirt, gravel, rocks, or other loose material on any street in the City unless such vehicles are kept tightly and securely covered in such a manner as to prevent any of the load from being blown, dropped or spilled from such vehicle

67.0 WORK ADJACENT TO TREES

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

No tree branches or roots shall be pruned by the Contractor without prior approval by the City Engineer. When branches or roots are cut, it must be done with a sharp axe or saw with a City of Vancouver Park Board inspector present, not with a backhoe or gradall bucket. Where instructed and as required by the City Engineer, work adjacent to trees will be done by hand, not by machine.

**68.0 SUPPLEMENTAL SPECIFICATIONS**

Construction Works under this Contract are governed by the Master Municipal Specifications as amended by the latest revision of the City of Vancouver Street Restoration Manual and these Supplemental Specifications.

**DIVISION 1**

**1570 TRAFFIC REGULATION**

**1.1 Reference Standard**

1.1.2 ADD: Refer to Section 13 of Appendix B.

**01721 PROJECT RECORD DOCUMENT - DELETE**

**DIVISION 2**

**02224 ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION**

**1.8 Measurement for Payment**

1.8.4 REPLACE: Rock removal, including disposal as directed by the City Engineer, will be paid as Extra Work under Section 47 -Extra Work of Appendix B.

**02233 GRANULAR BASE**

**3.5 Proof Rolling**

3.5.7 ADD: City Engineer may require testing of materials and densities by a testing laboratory. Initial tests will be paid for by the City. If Work fails initial tests, subsequent test (s) will be paid for by Contractor.

**02523 CONCRETE WALKS, CURBS AND GUTTERS**

**1.4 Measurement and Payment**

1.4.9 Delete 1.4.9 and replace with: Drainage facilities will be measured in linear metres installed complete with fabric, wrapping, and supply and placement of drain gravel.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX B  
STREET CIVIL WORKS SERVICES CONTRACT

---

**DELETE:** 3.16.1 under 3.16 PERFORATED DRAIN and replace with the following:

- 3.16.1 Install perforated drain pipe adjacent to sidewalk or curb and gutter wherever the adjacent finished grade rises more than 1 m within 10 m of the sidewalk or curb and gutter. Perforated drain shall also be installed where shown on Contract Drawings or as directed by the City Engineer.
- 3.16.2 Drain pipe or fittings to be continuously extruded polyvinyl chloride (PVC) or acrylonitrile butadiene-styrene (ABS) plastics, meeting the requirements of the latest revision of CSA B182.1. It shall be available in 3 metre lengths with nominal diameter of 100 mm and perforations as detailed in Section 4.1.4 of CSA B182.1 for leach field pipe. The pipe will include bell and spigot design suitable for solvent welding, where required.
- 3.16.3 Connect to catch basins and stamp letter "D" in walk where drain crosses under.
- 3.16.4 Perforated Corrugated Metal Pipe (PCMP) shall conform to the latest revision of the requirements for Corrugated Metal Culvert Pipe AASHTO Designation M36. PCMP shall consist of 18 gauge (minimum 1.214 mm) metal with 6.35 mm minimum diameter rivets or the seam may be formed by welding. Helical corrugated pipe will be acceptable if it has corrugation 6.35 mm deep by 38 mm wide. Perforations shall consist of two groups of two lines each. The holes shall be not less than 6.35 mm nor more than 11.1 mm in diameter and shall be located in the inside ridges of all corrugations. The lines of holes shall be approximately 25 mm apart and the outer rows of holes shall be not more than 67.5 degrees from the centre line of the non-perforated segment.
- 3.16.5 Drain pipe placed across lane entrances shall be either corrugated metal pipe or non-perforated P.V.C. pipe conforming to the latest C.S.A. standard and having a S.D.R. of 28 or lower, 700 KPa at 5% deflection, and a minimum of 400 mm of cover.
- 3.16.6 Geotextile (filter fabric) shall be installed between drain gravel and overlying soil. The filter fabric geotextile shall meet the requirements described in AASHTO M288 for Class 2.
- 3.16.7 Refer to Section 02721 - Storm Sewers and Standard Detail Drawings MF137-B-1 of the Street Restoration Manual.

**02547 ASPHALT TACK COAT**

**1.5 Measurement and Payment**

- 1.5.1 **REPLACE:** Payment for all work specified in this section is included in the unit price of Hot-Mix Asphalt Paving items.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

1.0 TABLE OF PAY ITEMS

Estimated quantities for each individual project will be made available to the Contractor with each Request for Service.

The rates set out in this Table of Pay Items will apply to each Request for Service. Prices quoted will be exclusive of all taxes, F.O.B. destination to the Work Site, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

1.1 Table of Pay Items

See Appendix C - Requirements - Table of Pay Items.

2.0 FORCE ACCOUNT RATES - EXTRA WORK ONLY

2.1 The following Force Account Labour rates will apply only where and to the extent Section 47.0 - Extra Work applies. For the purpose of this table, the force account labour rates are all-inclusive, except only for HST and an allowance of twenty-one percent (21%) for profit and overhead as per Section 47.0 - Extra Work. Without limitation and by way of example only, the following rates are deemed to include direct labour costs, wages, employer contributions for unemployment insurance, pension plans, workers compensation, annual vacation and fringe benefits and expenditures as well as all profit and overhead not included in the twenty-one percent (21%) allowance referred to in Section 47.0 - Extra Work.

Labour Classification	Hourly Rate
Superintendent	
Foreman	
Equipment Operator	
Labourer	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

2.2 The following Force Account Equipment rates will apply only where and to the extent Section 47.0 - Extra Work applies, and is deemed to be an all-inclusive rate, (except for HST) subject always to the terms and conditions of Section 47.0 - Extra Work.

Description of Unit	Size or Capacity	Hourly Rate	Owned



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

3.0 CONTRACTOR'S EXPERIENCE

3.1 In the tables following, the Contractor shall list their company's experience working on projects that involved road construction, paving or installation of p.c. curbs and sidewalks. Experience on at least one project involving road construction, paving or installation of p.c. curbs and sidewalks is mandatory. Provide reference upon request.

Description of Comparable Project #1:	
Location of Comparable Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes / No (circle correct answer)
Name of Contract Owner:	
Name and Telephone Number of Project Reference:	
Names of Subcontractors:	

Description of Comparable Project #2:	
Location of Comparable Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes / No (circle correct answer)
Name of Contract Owner:	
Name and Telephone Number of Project Reference:	
Names of Subcontractors:	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

Description of Comparable Project #3:	
Location of Comparable Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes / No (circle correct answer)
Name of Contract Owner:	
Name and Telephone Number of Project Reference:	
Names of Subcontractors:	

Attach a brochure describing your company history, business sector, list of projects with your contract value completed by your company in the last three years.

In the line below, name your proposed superintendent and attach his/her resume of experience. In the following table, list your superintendent's experience working on projects that involved road construction, paving or installation of p.c. curbs and sidewalks. Your superintendent shall have experience on at least one project involving road construction, paving or installation of p.c. curbs and sidewalks; this is mandatory. The Contractor shall provide references upon the City's request.

Name of Superintendent: \_\_\_\_\_

Project	Location	Year	Contract Value

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

4.0 LIST OF SUBCONTRACTORS

Subject to the terms of the Contract Documents the Contractor will use only the following Subcontractors for Work pursuant to any Request for Service.

List on separate page if additional space is required. Do not list alternate Subcontractors for the same work.

The employment of Subcontractors other than those listed in this Appendix C will not be permitted without the prior written approval of the City Engineer. The City may request information indicating how the Subcontractors listed qualify in experience and background.

(a) Subcontractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of Sub-Contract Work/Product \_\_\_\_\_

(b) Subcontractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of Sub-Contract Work/Product: \_\_\_\_\_

(c) Subcontractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Description of Sub-Contract Work/Product: \_\_\_\_\_

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

---

(d) Subcontractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Description of Sub-Contract Work/Product: \_\_\_\_\_

(e) Subcontractor Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Description of Sub-Contract Work/Product: \_\_\_\_\_

**5.0 LOCATION OF ASPHALT PLANT**

Please provide the location of the asphalt plant that will be supplying Asphalt under the terms of the contract in the space listed below.

\_\_\_\_\_

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
<b>EXCAVATION AND SITE WORKS</b>							
<b>02224</b>							
101	02224	1.8.4	-	Remove and dispose existing asphalt or concrete pavements, curbs and gutters, sidewalks, driveways, pipes and conduits as a separate operation	<25	tonne	A
					25-125		B
					>125		C
102	02224	1.8.4	-	Remove & dispose of PC concrete pavement less than or equal to 200mm thick	<100	m2	A
					100-500		B
					>500		C
103	02224	1.8.4	-	Remove & dispose of PC concrete pavement over 200mm thick	<100	m2	A
					100-500		B
					>500		C
104	02224	1.8.4	-	Remove & dispose of AC concrete pavement less than or equal to 100mm thick.	<100	m2	A
					100-500		B
					>500		C
105	02224	1.8.4	-	Remove & dispose of AC concrete pavement 100 mm to 200 mm thick.	<100	m2	A
					100-500		B
					>500		C
106	02224	1.8.4	-	Remove & dispose of AC concrete pavement greater than 200mm.	<100	m2	A
					100-500		B
					>500		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)	
107	02224	1.8.4	MF137-A-1 ~ MF137-A-3	Remove & dispose of PC concrete curb & gutter	<50	m	A	
			MF137-AV		50-250		B	
					>250		C	
108	02224	1.8.4	-	Remove & dispose of PC concrete crossings & sidewalks less than or equal to 150mm thickness.	<100	m2	A	
					100-500		B	
					>500		C	
109	02224	1.8.4	-	Remove & dispose of PC concrete crossings & sidewalks greater than 150 mm thickness.	<100	m2	A	
					100-500		B	
					>500		C	
110	02224	1.8.5	-	Common excavation - on-site re-use	<50	m3	A	
					50-250		B	
					>250		C	
111	02224	1.8.5	-	Common excavation - off-site disposal	<50	m3	A	
					50-250		B	
					>250		C	
112	02224	1.8.8	-	Excavation of peat - off-site disposal	<50	m3	A	
					50-250		B	
					>250		C	
113	02224	1.8.9	-	Grading, preparation and compaction of subgrade for pavements and curb and gutters	<50	m3	A	
					50-250		B	
					>250		C	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
114	02224	1.8.9	-	Grading, preparation and compaction of subgrade 1.2m wide for curb and gutters only	<50	m3 (per 1.2m wide)	A
					50-250		B
					>250		C
115	02224	1.8.9	-	Grading, preparation and compaction of subgrade for sidewalks, curb ramps, and crossings	<50	m3	A
					50-250		B
					>250		C
116	02224	1.8.10	-	Replace unsuitable subgrade	<50	m3	A
					50-250		B
					>250		C
<b>02231</b>				<b>RESHAPING GRANULAR ROADBED</b>			
117	02231	1.4.1	-	Reshaping existing roadbed, driveway or shoulder	<100	m2	A
					100-500		B
					>500		C
118	02231	1.4.2	-	Addition of granular base material (CoV item #9)	<25	tonne	A
					25-125		B
					>125		C
119	02231	1.4.3	-	Removal and disposal of unsuitable subgrade	<50	m3	A
					50-250		B
					>250		C

REQUEST FOR APPLICATIONS NO. PS11222

APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
<b>02233 GRANULAR BASE</b>							
120	02233	1.4.1	-	Granular base for road, curb and gutter (CoV Item #9) - variable thickness	<25	tonne	A
					25-125		B
					>125		C
121	02233	1.4.1/2	-	Granular base for road, curb and gutter (CoV Item #9) - 150mm thickness	<100	m2	A
					100-500		B
					>500		C
122	02233	1.4.1	-	Granular base for temporary sidewalk ramps (CoV Item #9) - variable thickness	<25	tonne	A
					25-125		B
					>125		C
123	02233	1.4.1	-	Granular base for sidewalks, ramps, crossings, and driveways (CoV Item #9) - variable thickness	<25	tonne	A
					25-125		B
					>125		C
<b>02234 GRANULAR SUB-BASE</b>							
124	02234	1.4.1	-	Granular sub-base for road, curb and gutter (CoV Item #13) variable thickness	<25	tonne	A
					25-125		B
					>125		C
125	02234	1.4.1	-	Granular sub-base for sidewalks and crossings - variable thickness	<25	tonne	A
					25-125		B
					>125		C



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)	
02235		RESHAPING EXISTING SUBGRADE						
126	02235	1.4.1	-	Reshaping existing subgrade	<100	m2	A	
					100-500		B	
					>500		C	
127	02235	1.4.2	-	Removal and disposal of unsuitable subgrade	<50	m3	A	
					50-250		B	
					>250		C	
02498		GEOSYNTHETICS						
128	02498	1.6.1	-	Geosynthetics - Eco Grid or approved equal	<100	m2	A	
					100-500		B	
					>500		C	

ASPHALT AND RELATED ROADWORKS

02574		COLD MILLING						
201	02574	1.5.1	-	Cold milling to max 60mm thickness including disposal	<200	m2	A	
					200-1000		B	
					>1000		C	
202	02574	1.5.3	-	Cold milling to max 60mm thickness and respread as base or sub-base	<200	m2	A	
					200-1000		B	
					>1000		C	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
203	02574	1.5.1	-	Cold milling to max 75mm thickness including disposal	<200	m2	A
					200~1000		B
					>1000		C
204	02574	1.5.3	-	Cold milling to max 75mm thickness and respread as base or sub-base	<200	m2	A
					200~1000		B
					>1000		C
205	02574	1.5.1	-	Cold milling to max 150mm thickness including disposal	<200	m2	A
					200~1000		B
					>1000		C
206	02574	1.5.3	-	Cold milling to max 150mm thickness and respread as base or sub-base	<200	m2	A
					200~1000		B
					>1000		C
02575				<b>FULL DEPTH RECLAMATION</b>			
207	02575	1.5.1	-	Full depth reclamation to max 200mm depth	<100	m2	A
					100-500		B
					>500		C
02512				<b>HOT-MIX ASPHALT PAVING</b>			
208	02512	1.5.1/2	-	AC Base Pavement (CoV Heavy Duty Base Mix), variable thickness (75 - 100mm lifts)	<200	m2	A
					200~1000		B
					>1000		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
209	02512	1.5.1/2	-	AC Surface Pavement (CoV Heavy Duty Surface Mix), variable thickness (50 - 100mm lifts) c/w tack coat	<200	m2	A
					200-1000		B
					>1000		C
210	02512	1.5.6	-	AC paving, sidewalk, or driveway - hand placed, 50mm thick	<100	m2	A
					100-500		B
					>500		C
211	02512	1.5.4	-	Extruded AC curb, 150mm x 150mm	<50	m	A
					50-250		B
					>250		C
<b>02591 - 02593</b>				<b>RESTORATION OF PAVEMENT CUTS</b>			
212	02591		MF137-AE-2	Permanent restoration of light-duty residential asphalt pavement (50 to 100mm thickness), including disposal and base preparation	<100	m2	A
					100-500		B
					>500		C
213	02592		MF137-AE-3	Permanent restoration of higher zoned asphalt pavements (140mm thickness), including disposal and base preparation	<100	m2	A
					100-500		B
					>500		C
214	02592		MF137-AE-4	Permanent restoration of arterial asphalt pavements (300mm thickness), including disposal and base preparation	<100	m2	A
					100-500		B
					>500		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
215	02593		MF137-AE-5	Permanent restoration of PC Concrete pavements (250mm thickness), including disposal and base preparation	<100	m2	A
					100-500		B
					>500		C

CONCRETE AND RELATED ROADWORKS

02515				UNIT PAVING			
301	02515	1.6.3	-	Concrete unit pavers, 60mm thick as per detail, for pedestrian areas	<100	m2	A
					100-500		B
					>500		C
302	02515	1.6.3	-	Concrete unit pavers, 80mm thick as per detail, herringbone pattern with edge soldier course, for vehicular areas	<100	m2	A
					100-500		B
					>500		C
02521				PORTLAND CEMENT CONCRETE PAVEMENT			
303	02521	1.4.3	-	Concrete paving 200mm thick	<100	m2	A
					100-500		B
					>500		C
304	02521	1.4.3	-	Concrete paving 300mm thick	<100	m2	A
					100-500		B
					>500		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
305	02521	1.4.3	MF137-AP	Concrete paving 300mm thick complete with integral curb and gutter (bus slab)	<100	m2	A
					100-500		B
					>500		C
02523		CONCRETE WALKS, CURBS AND GUTTERS					
306	02523	1.4.3	MF137-A-1	Install concrete curb & gutter, CoV Type A or AX	<50	m	A
					50-250		B
					>250		C
307	02523	1.4.3	MF137-A-1 MF137-AV	Install concrete curb & gutter, CoV Type A or AX at lane returns (circular radius less than or equal to 4.0m)	<50	m	A
					50-250		B
					>250		C
308	02523	1.4.3	MF137-A-1	Install concrete curb & gutter, CoV Type A or AX at street returns (circular radius less than 10.0m)	<50	m	A
					50-250		B
					>250		C
309	02523	1.4.3	MF137-A-2	Install concrete curb & gutter, CoV Type B or BX	<50	m	A
					50-250		B
					>250		C
310	02523	1.4.3	MF137-A-2 MF137-AV	Install concrete curb & gutter, CoV Type B or BX at lane returns (circular radius less than or equal to 4.0m)	<50	m	A
					50-250		B
					>250		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
311	02523	1.4.3	MF137-A-3	Install concrete curb & gutter, CoV Type B or BX at street returns (circular radius less than 10.0m)	<50	m	A
					50-250		B
					>250		C
312	02523	1.4.3	MF137-A-3	Install concrete curb & gutter, CoV Type C or CX	<50	m	A
					50-250		B
					>250		C
313	02523	1.4.3	MF137-A-3 MF137-AV	Install concrete curb & gutter, CoV Type C or CX at street or lane returns (circular radius less than 10.0m)	<50	m	A
					50-250		B
					>250		C
314	02523	1.4.3	-	Install PC concrete band 300mm x 300mm	<50	m	A
					50-250		B
					>250		C
315	02523	1.4.3	-	Install PC concrete band 200mm x 300mm	<50	m	A
					50-250		B
					>250		C
316	02523	1.4.3	-	Install PC concrete band 150mm x 300mm	<50	m	A
					50-250		B
					>250		C
317	02523		MF137-B-1	Supply & install 100mm dia. drain pipe for curb & gutter or lane entrances, c/w drain rock, filter fabric & backfill.	<50	m	A
					50-250		B
					>250		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
318	02523	1.4.5	MF137-F-2	Install PC concrete commercial sidewalk broom finished with hand troweled joints and control joints c/w 100mm granular base	<100	m2	A
			MF137-F-3		100-500		B
			MF137-Z		>500		C
319	02523	1.4.5	MF137-F-2	Install PC concrete commercial sidewalk broom finished with sawcut joints and control joints c/w 100mm granular base	<100	m2	A
			MF137-F-3		100-500		B
			MF137-Z		>500		C
320	02523	1.4.5	MF137-F-4	Install PC concrete residential sidewalk broom finished with hand troweled joints and control joints c/w 100mm granular base	<100	m2	A
					100-500		B
					>500		C
321	02523	1.4.5	MF137-F-4	Install PC concrete residential sidewalk broom finished with sawcut joints and control joints c/w 100mm granular base	<100	m2	A
					100-500		B
					>500		C
322	02523	1.4.5	MF137-L-5	Install PC concrete sidewalk ramps broom finished (not incl. curb and gutter) with hand troweled joints c/w 100mm granular base	<100	m2	A
			MF137-L-3		100-500		B
			MF137-L-6		>500		C
323	02523	1.4.5	MF137-F-2	Install PC concrete sidewalk exposed aggregate finished with hand troweled joints and control joints c/w 100mm granular base	<100	m2	A
			MF137-F-3		100-500		B
			MF137-Z		>500		C
324	02523	1.4.5	MF137-F-2	Install PC concrete sidewalk exposed aggregate finished with sawcut joints and control joints c/w 100mm granular base	<100	m2	A
			MF137-F-3		100-500		B
			MF137-Z		>500		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
325	02523		-	Install sawcut joints (16mm deep) in PC Concrete according to detailed design pattern	<50	m	A
					50-250		B
					>250		C
326	02523		MF137-Z	Form cut-out in concrete sidewalk for CoV four piece tree surround (2416mm x 906mm)	1	each	A
					2-4		B
					>4		C
327	02523		MF137-Z	Install CoV concrete four-piece tree surround panels (4 panels each) - surrounds supplied by CoV from City works yard	1	each	A
					2-4		B
					>4		C
328	02523	1.4.5	MF137-F-2	Install PC concrete bench or bike rack pad 100mm thick c/w 100mm granular base	<20	m2	A
			MF137-F-3		>20		B
			MF137-Z				---
329	02523	1.4.6	MF137-AG	Install PC concrete residential crossing 150 mm thick c/w 150mm granular base	<100	m2	A
					100-500		B
					>500		C
330	02523	1.4.6	MF137-AF	Install PC concrete commercial crossing 200 mm thick c/w 150mm granular base	<100	m2	A
					100-500		B
					>500		C
331	02523	1.4.6	MF137-AQ	Install PC concrete pedestrian lane crossing 250 mm thick c/w 100mm granular base	<100	m2	A
					100-500		B
					>500		C



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
332	02523	1.4.3	MF137-AT	Install Traffic circles R2.0 to R3.0 with 0.6m mountable curb c/w with landscaping area preparation and sign sleeves	1	each	A
					2-4		B
					>4		C
333	02523	1.4.3	MF137-AT	Install Traffic circles R3.0 to R4.0 with 1.0m mountable curb c/w with landscaping area preparation and sign sleeves	1	each	A
					2-4		B
					>4		C
334	02523	1.4.3	MF137-AN	Install concrete median (no landscaping area) c/w sign sleeves	<100	m2	A
					100-500		B
					>500		C
335	02523	1.4.3	MF137-AN	Install concrete median c/w landscaping area preparation and sign sleeves	<100	m2	A
					100-500		B
					>500		C
336	02523	1.4.5	MF137-L-6	Remove and replace concrete lane curb ramps (remove, dispose, supply and place) including granular base, curb and gutter, and sidewalk ramp	1	each	A
					2-4		B
					>4		C
337	02523	1.4.5	MF137-L-5	Remove and replace concrete double curb ramps (remove, dispose, supply and place) including granular base, curb and gutter, and both sidewalk ramps	1	each	A
					2-4		B
					>4		C
338	02523	1.4.5	MF137-L-3	Remove and replace concrete single curb ramps (remove, dispose, supply and place) including granular base, curb and gutter, and sidewalk ramp	1	each	A
					2-4		B
					>4		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
339	02523		MF137-AO	Install sign or meter sleeve in concrete sidewalk	<10	each	A
					10-50		B
					>50		C
340	02523		MF137-AO	Install sign or meter sleeve in landscape or boulevard c/w 12" concrete pier	<10	each	A
					10-50		B
					>50		C
341	02523		MF137-AO	Install sign or meter sleeve in landscape or boulevard c/w 18" concrete pier	<10	each	A
					10-50		B
					>50		C
342	02523		MMCD C12	Supply and place bollards (fixed) c/w concrete base	<10	each	A
					10-50		B
					>50		C
343	02523		MMCD C12	Supply and place bollards (removable) c/w concrete base	<10	each	A
					10-50		B
					>50		C
344	02523		-	Concrete Sandblasting	<50	m2	A
					50-250		B
					>250		C
345	02523	1.4.7	-	Install granite screenings path, 75mm thick (not including granular base)	<100	m2	A
					100-500		B
					>500		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)	
346	02523	1.4.7	-	Install granite screenings, variable thicknesses for paths, tree cut outs and/or landscaping areas (not including granular base)	<25	tonne	A	
					25-125		B	
					>125		C	
347	02523	1.4.8	-	Adjust frames, covers and lids for valve and junction boxes, catchbasins and inspection chambers	<10	each	A	
					10-50		B	
					>50		C	
03300				PRECAST AND CAST-IN-PLACE CONCRETE				
348	03300	1.5.1/2	-	Concrete block retaining wall, less than 1.2m high	<50	m2	A	
					50-250		B	
					>250		C	
349	03300	1.5.1/3	-	Cast-in-place concrete gravity retaining walls, slabs and other structures	<15	m3	A	
					15-75		B	
					>75		C	
350	03300	1.5.1/5	-	Cast-in-place non-reinforced concrete stairs and landing	<5	m3	A	
					5-15		B	
					>15		C	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
<b>LANDSCAPING WORKS</b>							
<b>02111 CLEARING AND GRUBBING</b>							
401	02111	1.4.1/2	-	Area clearing and grubbing	<50	m2	A
					50-250		B
					>250		C
402	02111	1.4.1/2	-	Isolated tree grubbing	1	each	A
					2-4		B
					>4		C
<b>02210 SITE GRADING (for landscaping only)</b>							
403	02210	1.4.1	-	Topsoil Stripping and redistribution	<25	m3	A
					25-125		B
					>125		C
404	02210	1.4.2	-	Rough site grading (Common excavation and redistribution)	<50	m2	A
					50-250		B
					>250		C
405	02210	1.4.3	-	Fill Material - Approved Native Backfill	<25	tonne	A
					25-125		B
					>125		C
406	02210	1.4.4	-	Removal and disposal of unsuitable subgrade including overlying topsoil	<25	m3	A
					25-125		B
					>125		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
407	02210	1.4.2	MF137-AS-1	Excavate, place, prepare and grade infiltration bulge area including fill, filter cloth and river rock	<10	m2	A
			MF137-AS-2		10-50		B
					>50		C
408	02210	1.4.4	-	Extra for off-site disposal of surplus materials	<25	m3	A
					25-125		B
					>125		C
<b>02921 TOPSOIL AND FINISH GRADING</b>							
409	02921	1.4.1	-	Finish grading of topsoil or growing medium	<50	m2	A
					50-250		B
					>250		C
410	02921	1.4.1	-	Supply and place CoV growing medium	<25	m3	A
					25-125		B
					>125		C
411	02921	1.4.1	-	Supply and place imported growing medium	<25	m3	A
					25-125		B
					>125		C
412	02921	1.4.1	-	Supply and place structural growing medium (3" structural soil)	<25	m3	A
					25-125		B
					>125		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)	
413	02921	1.4.1	-	Supply and place composted bark mulch (100mm thick)	<50	m2	A	
					50-250		B	
					>250		C	
<b>02933/02934/02938</b>				<b>SEEDING AND SODDING</b>				
414	02933	1.8.1	-	Restoration of boulevard and grassed areas by seeding	<50	m2	A	
					50-250		B	
					>250		C	
415	02934	1.8.1	-	Restoration of boulevard and grassed areas by hydraulic seeding	<50	m2	A	
					50-250		B	
					>250		C	
416	02938	1.8.2	-	Restoration of boulevard and grassed areas with nursery sod	<50	m2	A	
					50-250		B	
					>250		C	
<b>02950</b>				<b>PLANTING OF TREES, SHRUBS AND GROUND COVER</b>				
417	02950		MF137-Z	Excavate, dispose, and prepare tree pit c/w Root Barrier 2400x900x900mm	1	each	A	
					2-4		B	
					>4		C	
418	02950		MF137-Z	Excavate, dispose, and prepare tree pit c/w Root Barrier 2400x1200x900mm	1	each	A	
					2-4		B	
					>4		C	

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
419	02950		-	Supply and install 46cm deep root barrier	<10	m	A
					10-50		B
					>50		C
420	02950		-	Supply and install 61cm root barrier	<10	m	A
					10-50		B
					>50		C
421	02950		-	Supply and place bird's eye gravel (6-9mm)	<10	m2	A
					10-50		B
					>50		C
422	02950	1.9.1	-	Supply and install 6cm cal B&B tree	1	each	A
					2-4		B
					>4		C
423	02950	1.9.1	-	Supply and install 7cm cal B&B tree	1	each	A
					2-4		B
					>4		C
424	02950	1.9.1	-	Supply and install 8cm cal B&B tree	1	m	A
					2-4		B
					>4		C
425	02950	1.9.1	-	Supply and install plants #1 Pot	<10	each	A
					10-50		B
					>50		C

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX C  
REQUIREMENTS

TABLE OF PAY ITEMS

Pay Item	MMCD	Reference	Drawing	Description	Qty	Units	Units Rate (\$)
426	02950	1.9.1	-	Supply and install plants #2 Pot	<10	each	A
					10-50		B
					>50		C
427	02950	1.9.1	-	Supply and install plants #3 Pot	<10	each	A
					10-50		B
					>50		C
428	02950	1.9.1	-	Supply and install plants #5 Pot	<10	each	A
					10-50		B
					>50		C
429	02950	1.9.1	-	Supply and install plants #SP4 Pot (10cm)	<10	each	A
					10-50		B
					>50		C



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX D  
PRIME CONTRACTOR AGREEMENT FORM

---

1.0 DEFINITIONS

- a) “OH&S Regulation” means Occupational Health & Safety Regulation (British Columbia Regulation 296/97), enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) “Owner” means City of Vancouver;
- c) “Place of the Work” means the work site at [insert site] British Columbia and as shown;
- d) “Prime Contractor” means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) “Project” means [insert Work definition], at [insert Street Location], as contemplated by the Contract Documents, and includes all the Work;
- f) “WCA” means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) “WCB” means the Worker’s Compensation Board of British Columbia;
- h) “WCB Legislation” means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of Worksafe BC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) “WorksafeBC” means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

2.0 PRIME CONTRACTOR’S RESPONSIBILITIES

- a) Proof of Qualification to act as Prime Contractor
  - i) The Prime Contractor is to provide a copy of its WorksafeBC “Clearance Letter”, a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
  - ii) The Prime Contractor is to notify the Owner of any changes of status with WorksafeBC or WCB during the course of the Project.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX D  
PRIME CONTRACTOR AGREEMENT FORM

---

- b) After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:
- i) Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
  - ii) Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
  - iii) Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
  - iv) Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorksafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
  - v) Review and complete a “Pre-Job Meeting Form” if the Owner requests.
  - vi) For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorksafeBC at least twenty-four (24) hours before construction commences.
  - vii) Comply with OH&S Regulation 20.2 in respect of the Notice of Project.
  - viii) Identify and set expectations for each subcontractor’s safety contact.
  - ix) Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
  - x) Inform employers and workers of the workplace hazards associated with the Place of the Work.
  - xi) At the Place of the Work, provide the information listed in WorksafeBC OH&S Regulation 20.3(4).
  - xii) In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorksafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.
- c) Throughout the term of the Project, the Prime Contractor shall:
- i) Ensure that all hazards are promptly and appropriately identified and addressed.
  - ii) Ensure the health and safety of the workers on the Project.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX D  
PRIME CONTRACTOR AGREEMENT FORM

---

- iii) Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
  - iv) Ensure provision of first aid equipment and services as required by the OH&S Regulation.
  - v) Coordinate all occupational health and safety activities for the Project.
  - vi) Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.
  - vii) Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
  - viii) On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
  - ix) In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorksafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.
- d) Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:
- i) Comply with all requirements listed in OH&S Regulation Section 20.3(3) and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
  - ii) Coordinate all health and safety activities for the Project.
  - iii) Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
  - iv) Ensure that regular workplace safety meetings are held and documented.
  - v) Know who all other contractors' "Qualified Persons" are.
  - vi) Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX D  
PRIME CONTRACTOR AGREEMENT FORM

---

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a Prime Contractor as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorksafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorksafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor to accept all responsibilities of the Prime Contractor for this Project.

Date	_____
Contract #	_____
Name of Contractor	_____
Qualified Coordinator's Name	_____ (Construction Only)
Signature of Authorized Representative	_____
Print Name and Title	_____

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

This AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

BETWEEN:

CITY OF VANCOUVER,  
having an office at 453 West 12th Avenue,  
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

(Name of person, firm, or company)

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS:

- (A) The City has appointed \_\_\_\_\_, \_\_\_\_\_ Branch, (hereinafter referred to as the "City Engineer") to act as its sole and exclusive agent for the purposes of managing and administering the performance of the Work by the Contractor in accordance with the Contract Documents (as defined below);
- (B) The Contractor has agreed with the City to perform the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

**ARTICLE I - ROLE OF THE CITY ENGINEER**

The City hereby designates and appoints the City Engineer as its sole and exclusive agent for the purpose of managing and administering the Contract for the City set out in the Contract Documents. Unless otherwise notified in writing by the City to the Contractor, the agency of the City Engineer shall continue for the entire duration of this Contract including the period of any guarantees or warranties given by or through the Contractor. In the event of the revocation in writing of the agency of the City Engineer by the City, the City Engineer shall have no further authority under this Contract, except as may be specifically designated in writing by the City and agreed to in writing by the City Engineer, and all references to the City Engineer in this Contract shall thereafter be deemed to be a reference to the City or to such other person designated in writing to the Contractor. The City Engineer may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City Engineer has been designated and appointed its sole and exclusive agent.

**ARTICLE II - WORK TO BE DONE**

The Contractor and the City hereby agree that the Products to be furnished and the Work to be done by the Contractor are:

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

Furnish all materials, products, labour and services, and supervision necessary for the construction of asphalt, concrete, and other Works, as specified in the Contract Documents. Any materials, products, labour, services, and supervision performed by the City, City Engineer or his/her representative with regard to the work required of the Contract shall be in accordance with the requirements of the Contract Documents.

All of the Work shall be done, performed or furnished by the Contractor in a proper and workmanlike manner.

ARTICLE III - CONTRACT DOCUMENTS

The following is a list of the Contract Documents which form this Contract. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents. Terms used in the Contract Documents which are defined in Section 1 - DEFINITIONS shall have the meaning designated in those definitions.

List of Contract Documents:

- \*Application Form (excluding Appendix A)
- \*Appendix B
- \*Appendix C
- \*Appendix D
- \*Master Municipal Specifications and Standard Detail Drawings (expressly excluding Instructions to Contractors and General Conditions)
- \*Standard Detailed Drawings
- Request for Service
- Schedule A - Project Description
  - Work Site Map/Outline of Limits of Works Site,
  - Detailed Scope of Work Description,
  - Site Specific Terms & Conditions
  - Schedule of Approximate Quantities & Prices

\* The above noted Contract Documents are deemed to be incorporated into and form an integral part of this Contract, even though not actually attached to this Request for Service.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent and spirit of the Contract Documents is that the Contractor is required to construct the Work complete in every detail within the times and for the purposes designated and that the Contractor shall furnish and do anything and everything necessary for such purposes notwithstanding any omission from the Contract Documents.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

ARTICLE IV - SCHEDULE OF WORK/NOTICE TO PROCEED

(a) Start/Completion Deadlines

The Contractor will;

- (i) begin the on-Site Work within \_\_\_\_\_calendar days of the Notice to Proceed,  
and
- (ii) fully complete the Work on or before \_\_\_\_\_ calendar days after the City Engineer issues the Notice to Proceed.

(b) Notice to Proceed

Upon Receipt of

- (i) this Request for Service, duly signed and delivered by the Contractor to the City within the time period set out on the last page of this Request for Service, and
- (ii) all required insurance certificates and Workers Compensation Board documents (including for example updated proof of registration, completed and signed Prime Contractor Agreement and proof of posting of "Notice of Project" (where applicable)), Traffic plan as per Appendix B Section 16.0 - Traffic Control

then, upon the City Engineers' review and approval the same, the City Engineer will issue a Notice to Proceed to the Contractor and the date of such Notice to Proceed will govern the start and completion deadlines set out in Article IV(a) above. The City will have the right to cancel this Contract without any liability or compensation to the Contractor (but without prejudice to the City's other rights and remedies) if the Contractor fails to deliver the required documents (as set out above) within seven (7) calendar days of delivering the signed Request for Service.

(c) Liquidated Damages for Late Completion of the Service

The City Engineer shall have the right to prescribe the order in which the Projects shall be done. The Contractor is to complete each Project by the date set out in Article IV (a)(ii) above, failing which the Contractor will pay the City for each postal block of street or sidewalk or lane the sum of one hundred dollars (\$100) (unless otherwise stipulated) as liquidated damages for every day that the said work shall remain unfinished after that time.

ARTICLE V - PAYMENT

(a) Amount to be Paid

Subject always to the terms of the Contract Documents, the City agrees to pay to the Contractor, the sum of, the "Total Estimated Contract Price", including the Harmonized sales tax, in Canadian funds for the performance of the Work under this Contract.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

(Insert)	Total	Estimated	Contract	Price
\$ _____				

b) Application for Payment

- (i) During progress of the Work the Contractor may make application to the City Engineer for payment in the form approved by the City Engineer. The application will be based on the unit prices shown for Pay Items in Appendix C, *Table of Pay Items*. The City Engineer may at any time require as a condition of payment the submission of documentation set out in excluding all HST in Appendix B, Section 3.8 -*Payments*.
- (ii) On Substantial Performance being certified in accordance with the procedures set out in Section 3.2 - *Payments* and the value of the certified deficiencies being agreed upon, the Contractor may make application to the City Engineer for the balance of all money then owing under this Contract to the Contractor, less those amounts authorized or required to be deducted pursuant to Appendix B Section 3.8 - *Payments*.
- (iii) On correction and completion of all deficient work listed on the Certificate of Substantial Performance, the Contractor shall submit his application to the City Engineer for final payment and issuance of the Final Certificate of Acceptance, accompanied by the documentation required by Appendix B Section 3.8 - *Payments*.

(c) Payment

Despite any other term of the Contract Documents,

- (i) the payment for any Work under this Contract which shall be made to the Contractor by the City,
- (ii) the issuance of any certificate, notice or determination by the City Engineer, including by way of example only, the issuance of the Certificate of Substantial Performance and Final Certificate of Acceptance,

will not be construed as an acceptance of any Work being done in accordance with the Contract Documents.

(d) Final Certificate of Acceptance

The issuance of the Final Certificate of Acceptance shall constitute a waiver by the Contractor of all claims except those previously made in writing and still unsettled, if any, and specified by the Contractor in its application for final payment pursuant to Article V(b) and (c) above.

(e) Payment/Holdback Procedure

Payments to the Contractor will be made by the City as follows:

- (i) Within seven (7) calendar days of receiving the Contractor's application for payment, the City Engineer will adjust, if necessary, and certify the Contractor's application for payment to the City. Where the City Engineer makes any changes



REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

to the amount submitted by the Contractor for payment, the Contractor will be notified in writing within seven (7) calendar days and will be given the opportunity to defend his application without delay.

- (ii) Within fourteen (14) calendar days of the date the City Engineer certifies the Contractor's application for payment, the City will make payment to the Contractor for the amount set out in the payment certificate less a *Builders Lien Act* holdback amount equal to ten percent (10%) of such certified payment amount and less the aggregate of any previous payments all in accordance with Appendix B Section 3.8 - *Payments*, and the *Builders Lien Act*.
  - (iii) After 55 calendar days have elapsed from the date of the Certificate of Substantial Performance issued in accordance with Appendix B Section 3.8 - *Payments* and upon the City Engineer's satisfaction that no encumbrance, lawful claim or lien exists, the City will, within a further 10 calendar days, make payment to the Contractor the remaining *Builders Lien Act* holdback amount, but retaining all other holdbacks or deductions authorized or required by Appendix B Section 3.8 - *Payments*.
  - (iv) Upon the City Engineer's issuance of the Final Certificate of Acceptance pursuant to Appendix B Section 3.8 - *Payments*, and Article V(d) above, the City will make a final payment of all money owing to the Contractor under the Contract.
- (f) Interest on Overdue Payments

Where payment is not made in accordance with the payment provisions contained in paragraph (e) above, the overdue amount shall bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest shall be calculated from and after the date upon which such payment was due and shall accrue until the date that payment of the overdue amount together with interest is made. This interest obligation on the City shall constitute the sole remedy of the Contractor for late payment.

ARTICLE VI - NOTICES

Unless otherwise specifically provided in the Contract Documents, all notices, instructions, orders or other communications in writing shall be conclusively deemed to have been given to the Contractor if delivered to the Contractor personally (or in the case of a company to any of its officers or directors personally), or to the Contractor's superintendent or foreman, or delivered by mail to the Contractor at the business address of the Contractor set forth below:

Contractor:

*(company's legal name and complete mailing address)*

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

Unless otherwise specifically provided in the Contract Documents all notices, requests, claims or other communications by the Contractor shall be in writing and shall be given by personal delivery or by mail addressed to the:

City (c/o City Engineer):  
CITY OF VANCOUVER  
Engineering Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4  
Attention: \_\_\_\_\_

Either of the said addresses may be changed from time to time by written notice to the other party.

Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second business day following the mailing thereof.

**ARTICLE VII - LAW OF CONTRACT**

The laws of British Columbia will apply to and govern the Contract Documents and the courts of British Columbia will have exclusive jurisdiction over all disputes not resolved by mediation or arbitration.

**ARTICLE VIII - TIME OF THE ESSENCE**

Time will be of the essence for all purposes of the Contract Documents and the performance of the Work.

**ARTICLE IX - SUCCESSORS AND ASSIGNS**

The Contract Documents bind and benefit the City and Contractor and their successors and permitted assigns.

THE CITY NOW REQUESTS SERVICE ON THE TERMS SET OUT IN THIS REQUEST FOR SERVICE, which request may be accepted by the Contractor signing and returning this document within two (2) Working days of its receipt, failing which this request will be deemed to be withdrawn, and where so signed by the Contractor and returned within two (2) Working days the CITY AND CONTRACTOR NOW AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS REQUEST FOR SERVICE.

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX E  
REQUEST FOR SERVICE

---

CITY OF VANCOUVER:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date:

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX F

CERTIFICATE OF EXISTING INSURANCE - to be included in Application

[one page to follow]



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: \_\_\_\_\_*

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_ Dated \_\_\_\_\_  
**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER**

REQUEST FOR APPLICATIONS NO. PS11222  
APPENDIX G

CERTIFICATE OF INSURANCE - to be submitted upon Award of Contract

[one page to follow]

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:** \_\_\_\_\_

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.  
**(All Risks Coverage including Earthquake and Flood)**

<b>INSURER:</b> _____ <b>TYPE OF COVERAGE:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>INSURED VALUES: (Replacement Cost)</b> Building and Tenants' Improvements: \$ _____ Contents and Equipment: \$ _____ Deductible Per Loss: \$ _____
---	--

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability <b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
---	--

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 

<b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY:</b> Combined Single Limit: \$ _____ <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>
---	---

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE**

<b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ Self-Insured Retention: \$ _____
---	--

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
  - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
  - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER**

Dated: \_\_\_\_\_