



REQUEST FOR APPLICATIONS ("RFA") No. PS11324

CONTRACTORS TO PROVIDE TRENCHLESS ROAD WAY CROSSINGS

Applications will be received in the Purchasing Services Office, 3rd Floor, Suite 310 East Tower, 555 West 12th 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), August 09, 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 August 02, 2011 to the attention of:

Linda Roussy
Contracting Specialist

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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The City of Vancouver (the “City”) is requesting applications from Contractors meeting the requirements set out below to be registered on the Pre-Qualified List for Trenchless Road Way Crossings 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.

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Purchasing Services
Suite 310 East Tower, 3rd Floor
555 West 12th Avenue
Vancouver, BC, V5Z 3X7
Tel: (604) 873-7749
Fax: (604) 873-7057

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APPLICATION FORM

APPLICATION FOR REGISTRATION ON PRE-QUALIFIED LIST FOR CONTRACTORS TO PROVIDE
TRENCHLESS ROAD WAY CROSSINGS

Legal Name of Firm: _____

Address: _____

Telephone/Fax/E-mail: _____

Key Contact Person: _____

Business Licence Number: _____

Incorporation Date: _____ Incorporation Number: _____

Place of Incorporation: _____

Dunn & Bradstreet Number: _____

WorksafeBC Registration Number: _____

Insurance Policy Number: _____ Expires on: _____

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Billing

Representative: _____

On-Site Foreman: _____

Key On-Site Contact: _____

Dispatch/Equipment Maintenance: _____

Quality Control: _____

Office Manager: _____

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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

[Note: Applicant must attach (where applicable) photocopies of each of the following documents and then check the box indicated]

ICBC/Liability Insurance Document for all equipment that will be used on City streets

(\$5,000,000.00 Third Party Liability Coverage as referred to in Appendix B, Section 25.0 *Insurance By The Contractor*),
WorksafeBC Proof of Coverage

Certificate of Existing Insurance (refer to Appendix G)

Table of Pay Items, Appendix C

Force Account Rates, Appendix C

Contractor's Experience, Appendix C

List of Subcontractors, Appendix C

Valid City of Vancouver Business Licence

Article of Incorporation

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 - *Trenchless Road Way Crossings 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.

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Legal Name of Applicant

Authorized Signature of Applicant

Date: _____

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LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON
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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 - *Trenchless Road Way Crossings 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 *Trenchless Road Way Crossings 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 “Trenchless Road Way Crossings” 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 *Trenchless Road Way Crossings Services Contract*.

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- (h) “Trenchless Road Way Crossings 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 - *Trenchless Road Way Crossings 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.

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 Trenchless Road Way Crossings 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 Trenchless Road Way Crossings 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 - Trenchless Road Way Crossings Services Contract. In the

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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 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 Trenchless Road Way Crossings 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

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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

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 outsourcing or own forces approach to obtaining the Service,
- (c) terminate the RFA process and/or enter into direct negotiations with any party whether or not an Applicant,

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.

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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 Trenchless Road Way Crossings Contract, or any of the terms or conditions of this RFA or the Trenchless Road Way Crossings 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 Trenchless Road Way Crossings Services Contract as a result of discussions or negotiations with other Applicants or changes to this RFA or the Trenchless Road Way Crossings 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):

- (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

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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 Trenchless Road Way Crossings 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 Trenchless Road Way Crossings 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

LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON
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- 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 Trenchless Road Way Crossings 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 Trenchless Road Way Crossings 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.

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- (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.

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.

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APPENDIX B

TRENCHLESS ROAD WAY CROSSING CONTRACT

THIS CONTRACT is deemed to be made as of each day and each time that 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, the City requested applications from Applicants to supply Trenchless Road Way Crossing for various Engineering Operation Branches of the City and to perform the work and to furnish all tools, equipment, labour, material and supervision necessary.
- B. Based on the Contractor’s Application Form, the Contractor applied as an Applicant to be registered on the approved list 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 Approved List, the City has placed the Contractor on the Approved List.
- C. Accordingly, if and when the City requests the Contractor to provide Trenchless Road Way Crossing and if in response to such request, the Contractor is available to do so, the parties have agreed that the following terms and conditions of this Contract will apply.

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THE CITY AND CONTRACTOR NOW AGREE AS FOLLOWS:

1.0 HOUR-BY-HOUR/UNIT PRICE CONTRACT

1.1 Separate Contract for Each Day

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 Trenchless Road Way Crossing and only then if the Contractor accepts such a request and then only for the day in respect to which the request is made and the Service is provided.

1.2 Contractor's Duty to Operate as Independent Contractor

The City and Owner 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 Trenchless Road Way Crossing 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.

1.3 Hour-By-Hour/Unit Price Contract

All Service provided by the Contractor under this Contract is on a hour-by-hour or unit price job basis only and without limitation and by way of example only, this means that either the City or the Contractor may terminate the Service at any time for any reason and no compensation will be payable by either party by way of a standby charge, lost revenue charge or on any other basis.

2.0 RATES FOR SERVICE

2.1 Hourly and Unit Price Rates

Payment shall be made on the basis of the lump sum and unit prices contained in Section 33.0 - Pricing

The Contract unit or hourly price 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 approved by the City Engineer.

Measurements and payment in accordance with the unit and hourly prices contained in Section 33.0, Pricing shall be agreed upon by the Contractor daily for completed Work. The City Engineer reserves the right to suspend the Contractor's operations if resolution of measurement and Pay Items is not dealt with on a daily basis.

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Hourly and unit prices contained in Section 33.0, Pricing shall apply to all Work, regardless of the extent to which the estimated quantities in Section 33.0, Pricing deviate from the actual quantities.

2.2 Payment

Payment will be made by the City on the following basis:

The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods or service, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

2.3 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 5 years following the date to which the information relates.

2.4 Canadian Currency

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

3.0 GENERAL LEGAL TERMS AND CONDITIONS

All Contractors must:

- a. Have a valid City of Vancouver Business License at all times.
- b. The Contractor will be responsible for and will indemnify the City for all Losses (as defined in Appendix A) which relate to or arise out of any and all acts or omissions of the Contractor or the Contractor's employees or agents as a result of providing the Service or as a result of any breach of this Contract by the Contractor.
- c. 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 Worker. 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 City of Vancouver under this Contract.

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- d. No compensation or reimbursement of expenses will be payable to the workers by the City of Vancouver. Any amount owing to the workers will be paid by the Contractor and not by the City of Vancouver directly.
- e. 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.
- f. The Contractor confirms that this is a legally binding document and that the City has advised the Contractor to obtain legal advice prior to providing Service under this Contract.
- g. The Contractor must comply with the City's 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 Branch Foremen and Yards Superintendent.

4.0 WORKSAFE BC COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Worksafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worksafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worksafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor shall have a safety program that meets the requirements of the Worksafe BC, shall provide first aid services, and shall ensure that all Worksafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid Worksafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Worksafe BC, including penalties levied by the Worksafe BC.

5.0 COMMENCEMENT AND COMPLETION OF THE SERVICE

The Contractor shall not commence the service or procure any material therefore until it has received instructions to do so. No progress or interim estimate or certificate shall release the Contractor from any responsibility or shall be taken as evidence of

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any such release, or as an acceptance of any service or material, or as a waiver of any condition herein. The whole service and every portion and detail thereof shall, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be up to the full requirements of the City Engineer; all surplus and refuse material and rubbish removed from the vicinity of the Work space and the premises left in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sodding, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to his work, made good; all wages paid, and every other requirement of the Contract complied with. In case of the Contractor's failure to finish the service properly and fully, and as required, or in case of the service or any part thereof being taken out of his hands, as provided in these General Conditions, the Owner may proceed to finish the service for the Contractor as his agent in this respect and at the Contractor's expense.

Any defects or omissions noted during this inspection must be made good by the Contractor without extra charge before the Work will be accepted.

When the defects or omissions, if any, have been made good to the satisfaction of the Engineer, the Engineer will issue a final notice of acceptance, subject to any of the warranty conditions. The date of this notice shall be taken as the date of completion.

6.0 DELAYS IN PROGRESS OF THE WORK

Delays even If the Contractor is delayed in the performance of the service by an act, omission or wilful default of the Owner, or the City Engineer, or anyone employed or engaged by them, no payment or compensation will be recoverable for any reason nor on any legal basis or theory.

7.0 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 there from, 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 there from, or as to any other questions or matters arising out of the Contract, the same shall be determined by the City Engineer and the 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 service, 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 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.

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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 Engineer or the Owner or in prosecuting any claim against any of them.

8.0 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 the Agreement or otherwise, as may in his opinion may be necessary. The City Engineer shall within two (2) working days confirm in writing any such instructions.

9.0 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 service. 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; but it is understood that the approval of any material shall not subject the Owner or the Engineer to pay for the same nor prevent the rejection afterwards of any portion thereof which is found in the Engineer's judgment to be unsound or unfit to be used, or shall such approval be considered as any waiver of objection to the service at any subsequent period on account of the unsoundness or imperfection of the materials used.

10.0 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 Site. All such materials shall be examined and the Contractor shall advise the Engineer in writing of any defective or damaged material. Any material supplied by the City which is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense. Any material supplied by the City that is not required for the Work shall remain the property of the City. Such material shall be neatly stored at the point of original supply.

11.0 WORK AREAS AND CONTRACT LIMITS

Work to be performed by the Contractor outside the Contract Work limits must include:

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- a) Installation of barricades and barriers and other traffic control measures;
- b) Repair and making good property and improvements which are damaged or destroyed by the Contractor's operations.

12.0 HOURS OF WORK

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

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

The City forces work between the hours of 7:00 a.m. and 4:30 p.m., Mondays to Fridays inclusive, legal holidays accepted. 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 Engineer or in case of emergency.

13.0 TRAFFIC CONTROL

The Contractor shall ensure that the proposed methods of traffic control are in general acceptable to the Engineer before submitting his tender.

The Contractor shall conform to the requirement of the "Traffic Control Manual for Work on Roadways (second office edition)" published by the Ministry of Transportation and Highways.

The Contractor shall provide, install and maintain to the satisfaction of the Engineer, all necessary barricades, cones, signs, flashing and other lights, and such other devices as are necessary for the safe and efficient control of vehicular and pedestrian traffic on all streets affected by the construction both within and outside the site limits. Diverting traffic to new lanes during rush hour shall not be permitted.

14.0 PUBLIC CONVENIENCE

In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the Engineer's opinion. The Contractor shall not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or public property, without the Engineer's permission nor shall the Contractor allow the same to remain thereon longer than necessary but must remove all rubbish and other material, clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed within four (4)

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days after the completion of the Work and without previous notice to the Contractor the Engineer will proceed to do whatever is necessary to restore such places to as good and as tidy a condition as before the commencement of the Work and charge the cost thereof against the Contractor. Where the Contractor obstructs more of the street, roadway or place than is ordered or sanctioned by the Engineer in writing, then the Engineer may cause such obstructions to be removed at the expense of the Contractor.

15.0 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.

16.0 PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the Owner'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.

17.0 FIRE, SECURITY AND SAFETY REGULATIONS

a) Fire and Security

The Contractor shall comply and he shall enforce compliance by all his agents, employees, subcontractors and suppliers with any and all fire regulations which have been or may be established from time to time by the Engineer and anybody having jurisdiction over such matters.

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

b) Loss Control

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The Contractor will provide a Loss Control Program, satisfactory to the Owner to meet Worksafe BC and other requirements.

c) Safety

When required by Worksafe BC Regulations, first aid facilities, including an attendant, shall be provided on the Site at all times during working hours by the Contractor. Such facilities will be completely equipped in accordance with the requirements of the Worksafe BC.

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

The Contractor shall provide all safeguards required directly for or as a result of the Work as referred to in Clause 24 and in the scope of work described in the Contract Documents.

18.0 DRAINAGE

The Contractor shall keep all portions of the Work well, properly and efficiently drained during construction and until completion, and the Contractor will be held 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, or which any of the Contractor's operations may cause to flow elsewhere.

19.0 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and at the completion of the Work, it shall remove all its rubbish from and about the site and all its tools, scaffolding and surplus materials, and shall leave its Work "broom clean" or the equivalent, unless more exactly specified. In case of dispute, the Engineer may remove the rubbish and charge the cost to the several contractors as the Engineer shall determine to be just.

20.0 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 well to the satisfaction of the Engineer any damage done to the existing property, buildings, fences or other improvements. This applies to areas of private property incorporated in the Work area.

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

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

21.0 EXISTING UTILITIES

The Contractor will be responsible for the care of all public utilities and in the event of any of these requiring 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 construction, such work shall be done by the City or by the utility company interested at the expense of the Contractor. The Contractor, however, will be held responsible for, and will have to bear the cost due to any damage done to utility services through its operations.

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

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

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 Engineer.

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

22.0 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 Engineer.

23.0 ERRORS BY CONTRACTOR

Changes, errors or mistakes made by the Contractor or his subcontractors, workmen or employees, and all settlements, washouts and defects, shall be rectified by the Contractor at its expense.

24.0 CONTRACTOR'S LIABILITY

The Contractor shall be liable for any and all damages, or claims for damages, for injuries or accident to person or property done or caused by the Contractor, his subcontractors or employees, or resulting from the prosecution of the Work or any of its operations, or caused by reason of the existence or location or condition of the Work, or of any materials, Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of his subcontractors or employees, to do or perform any or all of the

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several acts or things required to be done by the Contractor or them under and by the Contract, and the Contractor covenants and agrees to indemnify and save harmless at all times the Owner against all such damages and claims for damages whatsoever arising out of or in connection therewith, and in the event of any such action being brought by any person against the Owner, either directly or indirectly, or by reason of the execution of the Contract, the Owner may enforce payment by the Contractor of all such loss, costs, damages and expenses as a debt due to them.

In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of the Contract, the Owner may either with or without notice (except where in this Contract notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, equipment, trucks, and men, and do such work or things as it may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner.

Any such action taken by the Owner under this General Condition as it is herein empowered to take shall not in any way relieve the Contractor or its sureties from any liability under the Contract.

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25.0 INSURANCES BY THE CONTRACTOR

25.1 All Risk Course of Construction Insurance

a) Coverage

"All Risks" of physical loss or damage.

b) Property Insured

i) At Site

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the Insured or of others for which the Insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the Insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

ii) Transit

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the Continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

iii) Off Site

Off Site cover shall apply to property to enter into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

c) Insured's

The Owner, the Contractor, and their employees and agents.

d) Term

During the period of the construction operations and also during any period in which the property insured is being prepared for occupancy and while partially occupied provided all coverage shall cease when the Work has been formally accepted as complete by the Owner, whichever shall first occur.

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- e) Limit and Deductibles at Site
 - i) Limit of Liability: Full Value of the Work
 - ii) Deductible not to exceed \$5,000.00.

25.2 Comprehensive General Liability Insurance

- a) Insured's

The Owner, the Contractor, and their employees and agents.
- b) Limits

Bodily Injury Liability and Property Damage Liability including aggregate products and completed operations: \$5,000,000 each occurrence.
- c) Extensions of Coverage
 - Broad form property damage
 - Occurrence property damage
 - Blasting
 - Collapse, underpinning and excavation
 - Products and completed operations
 - Personal injury
 - Contingent employer's liability
 - Non-owned automobile insurance
 - Piling operations
 - Premises, property and operations
 - Contractual liabilities
 - Tenant's fire legal liability for rented Site premises
 - Loss of use or occupancy without property damage
- d) Deductibles

An amount of \$5,000 applicable to each occurrence.
- e) Cross Liability

The insurance shall apply to any action brought against any one of the Insured's by any other Insured in the same manner as though separate policies were issued to each.
- f) Term

Duration of the Contract.

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g) Waiver of Subrogation

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, parent, subsidiary, affiliated or associated firms.

25.3 Automobile Insurance

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with The Automobile Insurance Act, RSBC 1979, Ch. 204, the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit \$5,000,000.

25.4 Contractor's Equipment Insurance

"All Risk" insurance with Insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of his subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment. The Contractor or subcontractor, as the case may be, shall have the following clause included in such insurance policy:

25.5 General

- a) All insurance coverage described in this General Condition shall be issued by an insurance carrier or agent acceptable to the Owner and licensed to conduct business in the Province of British Columbia.
- b) Contractors and subcontractors shall be required to file with the owner prior to commencement of Work, certified copies of all policies and endorsements indicated in this General Condition.
- c) Contractors and their subcontractors shall be required to furnish evidence of the renewal of policies described in this General Condition by renewal certificate, endorsement or certified copy to be received by the owner at least fifteen (15) days prior to the expiry date of the policy.
- d) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the Owner does not approve any insurance policy or policies submitted to the Owner and the Contractor thereafter does not meet the requirements of

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the Owner as to terms and conditions of the insurance policy, the Owner shall have the right to place and maintain such insurance in the name of the Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand, and the Owner may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor shall be stopped until satisfactory evidence of renewal is produced.

- e) Each policy described in this General Condition shall be required to be endorsed as follows:

Notice: "It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the Insurer giving at least thirty (30) days prior written notice by registered mail to the City of Vancouver."

- f) Subject to the provisions of Section 1, each Contractor and each of his subcontractors shall provide at his own cost any additional insurance which he is required by law to provide or which he considers necessary.

- g) Deductibles

All deductibles shall be for the account of and be paid by the Contractor upon demand by the City.

The Owner shall have the right to deduct amounts for which the Contractor is responsible under this Section from any monies which are due or may become due to the Contractor.

26.0 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 executors, administrators, successors and assigns, shall fully indemnify and save harmless the Owner 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 Owners 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 Site.

27.0 MONIES DUE THE OWNER

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All monies payable to the Owner by the Contractor may be retained out of any monies then due, or which may become due from them to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the Engineer shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him the advisability of so doing, until the Engineer is satisfied that the Work and material so far done or furnished are in accordance with the Contract and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

28.0 ASSIGNMENT

The Contractor must not, without the consent in writing of the Manager, Materials Management or designate, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Contract, or assign, transfer or sublet any portion of the Contract or of the Work but must carry out the Work with its own forces or subcontract under the Contractor's supervision. This section however does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any subcontractor, as affecting the progress of the Work, will be entertained, not will the Owner's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Contract. No assignment, transfer or subletting herein before mentioned, except if the same is made in accordance herewith, shall be in any manner valid or binding on the Owner.

29.0 CERTIFICATES AND PAYMENTS

- a) The Engineer shall be the person responsible for payment certification under the Contract for the purposes of the *Builders Lien Act*.
- b) Certificate for Substantial Performance:
 - i) The Contractor shall give written notice to the Engineer that his Work is substantially performed, and, upon subsequent inspection by the Engineer, a list of deficient work shall be issued to the Contractor by the Engineer. When these deficiencies have been rectified to the satisfaction of the Engineer, the Engineer shall recommend that the Work is substantially performed and ready for official inspection.
 - ii) The Owner, the Engineer and the Contractor shall inspect the Work and any remaining deficiencies shall be detailed and included on the Certificate of Substantial Performance. The date of Substantial Performance shall be as stated in this Certificate. Upon issuance of the Certificate of Substantial Performance to the Contractor, the Engineer shall set a reasonable date for the Total Performance of the Work.

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iii) For the purposes of the *Builders Lien Act*, the Certificate for Substantial Performance as described herein shall serve as the Contract's certificate for completion, and the date of Substantial Performance stated in the Certificate shall be deemed to be the date of the Certificate's issuance.

c) Certificate for Total Performance of the Work:

Upon the provisions of satisfactory evidence that the deficiencies have been rectified, the Owner and the Engineer will verify such rectification prior to the certification of the Total Performance by the Engineer.

d) Statutory Declarations:

The Contractor shall submit with his application for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the Contractor, or by such person on behalf of the Contractor as the Engineer may approve.

i) Prior to payment and as condition to any payment, the Engineer may at any time require the Contractor to file with him a Statutory Declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about Site, all Products or other things supplied for use in or upon the Work and amounts due to subcontractors and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

Should any amounts be due and unpaid for wages, equipment, hire, Products and subcontractors or suppliers as above listed or any encumbrance, lawful claim or lien accrue, the amounts shall be listed on a duly attested statement, in duplicate, and attached to the Statutory Declaration referred to above.

The Engineer may at any time, if he deems it advisable, require from the Contractor a statement showing the rates of wages paid by him for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any Products supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each and the names of creditors, quantities, prices and amounts due to each. Such statement shall be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

ii) Prior to final payment and as a condition to certification by the Engineer of Total Performance, the Contractor shall file with the Engineer a Statutory Declaration showing that all work in respect of the

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Contract has been completed; all accounts, detailed in the first sentence of paragraph (c)(i) of this General Condition have been paid and satisfied and there is no encumbrance, lawful claim or lien accruing for labour, Products or services in connection with the Work; and payments already received and now due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract.

f) Products on Site

Payment will be made to the Contractor for Products required by the Contract when such Products are delivered in accordance with the Contract Documents to the Site and with the approval of the Engineer, and are stored at the Site for future installation where so indicated in the Special Conditions.

30.0 TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

The Engineer may, as agent for and on behalf of the Owner, at his discretion terminate the Contract at any time upon written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the Owner shall be liable to the Contractor only for a reasonable amount for Work done and materials delivered at or to the Site up to the date of the termination.

Upon payment of the aggregate of the aforesaid sums, the Owner, the Engineer and the Contractor shall be released from their liabilities or obligations under the Contract save and except that the liabilities and obligations of the Contractor shall continue with respect to deficiencies and warranties in the portion of the Work completed prior to termination.

31.0 Intentionally Omitted

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

Contractors must comply and must demonstrate compliance to both 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 Environmental Protection Branch. The City may request the Contractor to demonstrate compliance.

33.0 ELECTRICAL CERTIFICATION OF QUALIFICATION

Contractors must have a minimum of one (1) employee on site that has an Electrical Certificate of Qualification when performing any work for the City. The Contractor must follow regulations set forth by the Canadian Electrical Code.

34.0 PRICING

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The rates set out below, apply to this contract. Prices quoted must 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 costs included. The City will expect preparation, materials and estimated time per hour itemized in quotations.

If the table provided is not suitable for the pricing structure provided for the City, please attach a price sheet that is relevant.

SCHEDULE OF RATES:

Pricing Schedule 1 - Electrical Conduits installed in asphalt or concrete roadway, sidewalks or curbs. (1.5" and/or 2" diameter Ducts).

No. of Pipe	Unit Price (\$) Per Lineal Meter
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____

Pricing Schedule 2 - Electrical Conduits installed in boulevard areas. (1.5" and/or 2" diameter Ducts).

No. of Pipe	Unit Price (\$) Per Lineal Meter
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____

Pricing Schedule 3 - Installation of city supplied junction box: \$ _____ each.

Pricing Schedule 4 - Statutory Declarations if requested: \$ _____ each.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX B
TRENCHLESS ROAD WAY CROSSINGS SERVICES CONTRACT

THE CONTRACTOR HAS ACKNOWLEDGED ITS AGREEMENT TO BE BOUND BY THE TERMS OF THIS CONTRACT BY SIGNING THE APPLICATION FORM TO WHICH THIS CONTRACT IS ATTACHED.

REQUEST FOR APPLICATIONS NO. PS11324
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 B - Schedule 1, 2, 3, and 4. - Tables 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 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. 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.

Labour Classification	Hourly Rate
Superintendent	
Foreman	
Equipment Operator	
Labourer	

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX C
REQUIREMENTS

Labour Classification	Hourly Rate

2.2 The following Force Account Equipment rates will apply and is deemed to be an all-inclusive rate, (except for HST)

Description of Unit	Size or Capacity	Hourly Rate	Owned

REQUEST FOR APPLICATIONS NO. PS11324
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 trenchless road way crossings. Experience on at least one project involving trenchless road way crossings 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. PS11324
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 for trenchless road way crossings. Your superintendent shall have experience on at least one project involving trenchless road way crossings; 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. PS11324
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. PS11324
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: _____

REQUEST FOR APPLICATIONS NO. PS11324
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.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX D
PRIME CONTRACTOR AGREEMENT FORM

- ii) The Prime Contractor is to notify the Owner of any changes of status with WorksafeBC or WCB during the course of the Project.

- 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.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX D
PRIME CONTRACTOR AGREEMENT FORM

- 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.
 - 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).

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX D
PRIME CONTRACTOR AGREEMENT FORM

- 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.

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.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX D
PRIME CONTRACTOR AGREEMENT FORM

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. PS11324
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 therefore 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.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX E
REQUEST FOR SERVICE

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:

Furnish all materials, products, labour and services, and supervision necessary to provide trenchless road way crossings, 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. PS11324
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 13.0 - 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

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX E
REQUEST FOR SERVICE

(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.

(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.
- (ii) On Substantial Performance being certified in accordance with the procedures set out in Section 29.0 - *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.
- (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 29.0

(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.

REQUEST FOR APPLICATIONS NO. PS11324
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(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 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 29.0 - *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 29.0 *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 29.0 - *Payments*.
- (iv) Upon the City Engineer's issuance of the Final Certificate of Acceptance pursuant to Appendix B Section 29.0 - *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.

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX E
REQUEST FOR SERVICE

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)

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 12th 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

REQUEST FOR APPLICATIONS NO. PS11324
APPENDIX E
REQUEST FOR SERVICE

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.

CITY OF VANCOUVER:

Print Name and Title

Date

CONTRACTOR:

Company Name

Authorized Signatory

Name, Title

Date:



**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 12th 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 _____	Insured Values (Replacement Cost) -
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ 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 _____	Limits of Liability -
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 _____	Limits of Liability
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 _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
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

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 12th 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)

INSURER: _____ TYPE OF COVERAGE: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	INSURED VALUES: (Replacement Cost) 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 INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
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5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

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

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