



REQUEST FOR QUOTATIONS NO. PS20171409 (the "RFQ") IN RESPECT OF
CONSTRUCTION SAFETY CONSULTING SERVICES

Quotations are to be addressed to the Supply Chain Management office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 and must be received in the drop box at the Supply Chain Management office prior to 3:00 pm, Vancouver Time (as defined in Note 3 below), on Thursday November 30, 2017 (the "Closing Time").

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations may be delivered by couriers or otherwise in person at the address specified above, prior to the Closing Time.
2. Quotations must be marked with the vendor's name and the RFQ title and number.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the clock above the Supply Chain Management drop box on the 4th Floor of Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. DO NOT SUBMIT TENDERS BY FAX OR E-MAIL.
6. All queries related to this RFQ should be submitted in writing to the attention of:

Eamonn Savage
Email: Eamonn.savage@vancouver.ca
(the "Contact Person")

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1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contracts in respect of project specific construction health and safety consulting services. Such contracts are intended to be in the form of “standing agreements” under which the City may order services from time to time over a period of approximately three years as project specific requirements become known. The number of such contracts to be entered into, if any at all, shall be entirely at the discretion of the City and the City may, during the aforesaid period of years allocate work to or among successful vendors by such method as the City determines.
- 1.2 The City anticipates that as a result of this RFQ process it will establish a list of approximately two pre-qualified consultants which may be invited, from time to time during a period of approximately three years to participate in procurement competitions (whether invitations to tender, requests for proposals, requests for quotations or otherwise) to provide goods or services of the type forming the subject matter of this RFQ for medium to large projects (the “Pre-Qualified List”).
- 1.3 Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City’s requirements.
- 1.4 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.5 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.6 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.7 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 SUSTAINABILITY

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the Declaration of Supplier Code of Conduct Compliance form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in

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its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 INQUIRIES

3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ and should be submitted no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* ("PST"), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* ("GST"), where applicable, except where expressly requested to the contrary.

4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so over a three year period between approximately 2018 and 2020; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.

4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

5.1 Any successful vendor of services may be asked to perform work anywhere within the City of Vancouver, or at such other locations as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

6.1 Intentionally Omitted

7.0 QUANTITIES

7.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary.

8.0 TERMS OF PAYMENT

8.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3 however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.

8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

9.0 CONTRACTING

9.1 The City currently expects that the result of this RFQ will be that it will contact multiple high-scoring vendors to propose the entry into contracts in the form of Appendix 3.

9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one

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vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.

- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

- 10.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.
- 11.4 The City will retain complete discretion over the number of quotations to accept or the number of contracts to enter into, if any. Once standing contracts (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful vendors and, in connection therewith, may use a ranked list, consistent with the rankings of vendors in the evaluation process.
- 11.5 The City expects to evaluate and rank vendors not only for the purpose of entering into standing contracts and allocating work on the basis of such contracts from time to time as described above, but also, as noted at Section **Error! Reference source not found.** above, to produce a Pre-Qualification List of top-ranking vendors, which could be invited to make submissions in procurement competitions limited to the listed vendors. The City expects that it would maintain the Pre-Qualification List, without refreshing it or adding new entities to it for a period of approximately three years.

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular

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manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);

- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

13.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of

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America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each vendor must have its insurance broker complete and sign the Certificate of Existing Insurance and include it with its quotation. The Certificate of Existing Insurance form is included as Appendix 4 of the RFQ.
- 14.2 The Quotation should include a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Appendix A of the Form of Agreement, should the vendor be selected as a successful vendor. (Any successful vendor will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
- 14.3 Each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

15.0 ITEMS TO BE ADDRESSED IN QUOTATIONS

- 15.1 Each Quotation should contain a section titled "Vendor Overview," which should provide a description of the vendor's company, purpose, history of successes and length of time providing services similar to the Requirements.
- 15.2 Each Quotation should contain a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the vendor's work, outlining their intended roles in performing the Requirements.
- 15.3 Each Quotation should contain a section titled "Technical Information," which should address the vendor's ability to provide the required services.
- 15.4 Each Quotation should contain a section titled "References," which should provide names and contact information for approximately three parties for whom the Vendor has done work of a similar nature in the past.

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Please mail, courier or deliver your quotation in person to:

City of Vancouver
Supply Chain Management
453 West 12th Avenue
Vancouver, BC V5Y 1V4

If sending by courier or otherwise delivering in person, address to the above address and deliver to the Supply Chain Management office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 and place in the drop box at the Supply Chain Management office at the above address.

Quotations must be marked with the vendor's name and the RFQ title and number and required appendices or supporting documents must be attached.

ATTENTION: EAMONN SAVAGE

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20171409 (THE "RFQ")

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The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 TABLE OF PRICES:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

a) Rate Classifications Hourly Rates

CONSTRUCTION SAFETY CONSULTING PERSONNEL HOURLY RATES	Monday-Friday 7:00 AM - 5:00 PM	Monday-Friday 5:01 PM - 6:59 AM	Saturday & Sundays 7:00 AM - 5:00 PM	Saturday & Sundays 5:01 PM - 6:59 AM
Rate Classifications	\$/ Hour	\$/ Hour	\$/ Hour	\$/ Hour
Principal In Charge	\$	\$	\$	\$
Senior Management Consultant	\$	\$	\$	\$
Management Consultant	\$	\$	\$	\$
Specialist Consultant (Electrical, Mechanical - Specify)	\$	\$	\$	\$
Specialist Consultant (Specify)	\$	\$	\$	\$
Specialist Consultant (Specify)	\$	\$	\$	\$
Supervisory Consultant	\$	\$	\$	\$
Construction Safety Officer	\$	\$	\$	\$
Technician/Technologist	\$	\$	\$	\$
Administrative Assistant	\$			

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b) Field Inspections and Reports

Field Inspections and Reports	\$ / Visit and Report
Specialist Consultant - Lump Sum price for Field Inspection and Report	\$
Supervisory Consultant - Lump Sum price for Field Inspection and Report	\$
Construction Safety Officer - Lump Sum price for Field Inspection and Report	\$
Technician/Technologist - Lump Sum price for Field Inspection and Report	\$

c) Project Specific Construction Health and Safety Plans

Project Specific Construction Health and Safety Plans	\$ / Plan
Lump Sum price for Construction Health and Safety Plan	\$

GST should not be included in prices but prices should be inclusive of all PST.

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2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.	[NOTE: Specify good or service], in accordance with the specifications set out below.	\$		[#]	\$
2.	[NOTE: Specify good or service], in accordance with the specifications set out below.	\$		[#]	\$
3.	[NOTE: Specify good or service], in accordance with the specifications set out below.	\$		[#]	\$
4.		\$		[#]	\$
GST should not be included in prices but prices should be inclusive of all PST. Delivery costs should be included in prices.				TOTAL	\$

DESCRIPTIONS OF DEVIATIONS, ALTERNATIVES AND / OR ADDITIONAL GOODS AND SERVICES ENVISIONED IN THIS SECTION 2.0:

Describe the deviations or describe the alternative goods or services or suggested additional goods or services. This description should be limited to a maximum of 2 pages. Attach documents if necessary.

3.0 TIME LIMITATIONS ON PRICING

Describe any time limitations on pricing or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of ½ page.

4.0 TIMES AND SCHEDULING

Intentionally Omitted.

5.0 SUSTAINABILITY

Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered, and any sustainability initiatives that your organization has implemented or is planning. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 2 pages.

6.0 TERMS OF PAYMENT

Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors. This information should be limited to a maximum of ½ page.

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7.0 CONFLICTS/COLLUSION/LOBBYING

Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 2 pages.

8.0 VENDOR OVERVIEW

Provide the information requested by Section 15.1 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 2 pages.

9.0 KEY PERSONNEL

Provide the information requested by Section 15.2 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 4 pages.

10.0 TECHNICAL INFORMATION

Provide the information requested by Section 15.3 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 2 pages.

11.0 REFERENCES

Provide the information requested by Section 15.4 of the RFQ's Instructions to Vendors. This description should be limited to a maximum of 1 page per reference.

12.0 OTHER INFORMATION

Please set forth in this Section 12.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3 - Form of Agreement. Add additional pages as necessary up to a maximum of two pages.

13.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that:

- (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above);
- (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ;
- (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and
- (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration and a letter from its insurance broker confirming its ability to meet the insurance requirements of the RFQ.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

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Company Name: _____

Signature of Authorized Signing Officer: _____

Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Remit to Address: _____

Telephone No.: _____

Fax No.: _____

Key Contact Person: _____

E-mail: _____

GST Registration No.: _____

Date and
Jurisdiction of
Incorporation: _____

City of Vancouver

Business License No.

(or, if available, Metro

West Inter-Municipal

Business License No.): _____

WorkSafeBC

Registration No.: _____

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APPENDIX 1 - REQUIREMENTS

1.0 SERVICES EXPECTED TO BE REQUIRED

1.1 All services will be required to be performed in compliance with the Workers Compensation Act, Occupational Health and Safety ("OHS") Regulation, the City of Vancouver Construction by-law's, the City of Vancouver Engineering Department Safety Manual and general industry established best practices.

1.2 The City expects to require the following services (together, the "Services"):

(a) Develop Project Specific Construction Health and Safety Plans:

- i. Organize and facilitate multi-disciplinary meetings between design branches, operations branches and project management staff to understand scope of work and develop safety considerations and requirements;
- ii. Complete pre-construction hazard assessments. Refer to City templates attached as Appendices 5 and 6 for minimum requirements;
- iii. Prepare project specific construction health and safety plans. Refer to City template attached as Appendix 7 for minimum requirements; and
- iv. Prepare project specific Emergency Response Plans. Refer to City template attached as Appendix 8 for minimum requirements).

(b) Provide Construction Safety Officer Services:

- i. Act as a role model with regard to safety with direct reporting to Project Manager /Project Engineer ("PM");
- ii. Coordinate site safety related activities with the PM, superintendent and crew leaders;
- iii. Provide project visitor escort;
- iv. Provide Site specific safety Orientation(s) to all City staff, contractors, or visitors who are new to the site;
- v. Complete and distribute copies of all necessary forms required by WorkSafeBC, and the City;
- vi. Act as the City project safety contact with all sub-contractors;
- vii. Ensure that all of the subcontractors' supervisors are informed of any environmental, health or safety hazards associated with the project;
- viii. Coordinate the project emergency response procedure with appropriate parties in accordance with the project's Emergency Response Plan;
- ix. Work with the project team to identify & anticipate potential hazards and establish controls to protect workers and the public;
- x. Work with the project team to coordinate appropriate safety procedures such as; traffic management plan, public interaction and material movement;
- xi. Complete site First Aid Assessments as required;
- xii. Coordinate the use of the on-site first aid and emergency equipment;

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- xiii. Audit and inspect the day-to-day operations of the City internal crews, contractors & subcontractors to ensure compliance with responsibilities with regard to safety;
 - xiv. Take necessary immediate steps, including work stoppage, to prevent an accident or injury in the event of imminent danger;
 - xv. Participate in incident investigation as required;
 - xvi. Maintain a safety logbook and other safety related documents;
 - xvii. Inspect all appropriate signage, safety board and postings required on site, except Traffic Control Person (TCP) signage;
 - xviii. Direct the flow of safety related communication to the appropriate channels;
 - xix. Receive and maintain all necessary safety related documentations;
 - xx. Document workplace safety meetings;
 - xxi. Ensure that all safety activities are coordinated;
 - xxii. Produce a Monthly safety report for all stakeholders involved;
 - xxiii. Perform, document and submit site safety inspections as required by the City's project management team;
 - xxiv. Schedule, participate and document all emergency drills as required; and
 - xxv. Perform other reasonable safety related tasks as required by the City's project management team.
- 1.3 The foregoing information about the Services is current as of the date hereof, but it may change or be refined in the course of the evaluation of Quotations or otherwise.
- 1.4 To the extent that this RFQ expresses estimates of quantities or volumes of Services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

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 APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____



STANDING OFFER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]
[address]
[address]

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The Consultant wishes to be included on the City's internal list of approved professional service providers of construction health and safety consulting services, who may be contacted by the City from time to time; and
- B. The City wishes to include the Consultant on such list so that the City may have the option of procuring such professional services from the Consultant from time to time, subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **"Agreement"** means this Standing Offer Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time, and inclusive of all Terms Agreements;
- (b) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **"City Site"** means any land and/or premises owned by the City on which or in respect of which any Services are performed by the Consultant;
- (d) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **"Confidential Information"** has the meaning set out in Section 15.1
- (f) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference, including all Terms Agreements;
- (g) **"Deliverables"** has the meaning set out in Section 17.1;
- (h) **"Fee Invoice"** has the meaning set out in Section 5.1;
- (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (j) **"Project Team"** has the meaning set out in subsection 2.4(c);
- (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **"Quotation"** means the quotation submitted by the Consultant in response to the RFQ, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **"RFQ"** means Request for Quotations PS20171409 - In Respect of Construction Safety Consulting Services, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix D;

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- (m) "Services" has the meaning set out in Section 2.1;
 - (n) "Sub-contractor" has the meaning set out in Section 4.1;
 - (o) "Term" means the term of this Agreement as specified in Section 12.1; and
 - (p) "Terms Agreement" means a document substantially in the form of Appendix B setting out in relation to the particular Services to be provided thereunder:
 - (i) the particular Services and Deliverables to be completed by the Consultant;
 - (ii) the time schedule, including the Time(s) for Completion therefor;
 - (iii) the Project Team therefor;
 - (iv) any specific City Site therefor; and
 - (v) the fees to be paid by the City therefor, including the Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements (if any).
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B, C and D;
 - (b) any and all Terms Agreements;
 - (c) the Quotation; and
 - (d) the RFQ.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;

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- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):

- (a) the services described in each Terms Agreement, which services shall be consistent with the manner of providing the services described in the RFQ and the Quotation; and
- (b) all services not specifically included in subsection 2.1(a), but which are necessary or incidental to the completion of such other Services.

2.2 The City and the Consultant shall adhere to the following procedure in respect of specific Services:

- (a) First, the City may identify a need for Services and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Consultant. The City will leave the fees blank, but may include proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements.
- (b) Second, the Consultant, upon receipt of a draft Terms Agreement, shall promptly complete the fee provisions of the draft Terms Agreement (provided that the fee provisions must be completed consistently with the hourly rates set out in the Quotation), including any proposed modifications to the City's proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements, and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Consultant, and return it to the City.
- (c) Third, the City shall review Consultant's finalized Terms Agreement, including fees, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Project Manager and return it to the Consultant. If it does not approve, the City may in its discretion cease discussions with the Consultant in relation to the particular Services or request that the Consultant propose a varied Terms Agreement.

2.3 The City makes no representations, warranties or covenants hereunder respecting the volume of Services, if any, to be procured from the Consultant.

2.4 The Consultant will be fully responsible for:

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- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
 - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.5 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.6 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.7 The Consultant will commence the Services promptly upon the execution of the Terms Agreement to which those Services relate and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement and the applicable Terms Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by the applicable Terms Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.8 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the applicable Terms Agreement, which shall be consistent with the Quotation.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy,

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medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant:

- (a) the fees set out in each Terms Agreement; and
- (b) subject to any "Fixed Disbursement Amount" set out in a Terms Agreement, reimbursements for disbursements reasonably incurred by the Consultant in the performance of the Services set out in the applicable Terms Agreement, which shall be at actual cost without any addition for overhead or profit;

plus GST and PST as applicable to the sale made to the City hereunder.

- 5.2 Following the completion of each of the Deliverables set out in a Terms Agreement, the Consultant will submit to the City an invoice (each, a "Fee Invoice") in the form set out in Section 5.3 below setting out the fee payable by the City for the Deliverable in the amount set out in the applicable Terms Agreement, any disbursements related thereto and any GST and PST.

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- 5.3 Following receipt of a Fee Invoice, the City's Project Manager shall review the invoice and raise any concerns with the Consultant within ten business days of receipt of the Fee Invoice. If the City's Project Manager raises any concerns with the invoice or requests additional information in respect of the invoice, the Consultant, if so requested, shall provide such information or will meet with the City's Project Manager to expedite and settle the disputed amount. Each invoice must contain:
- (a) the Consultant's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date;
 - (e) details of any applicable taxes (with each tax shown separately); and
 - (f) tax registration number(s).
- 5.4 Except for amounts of Fee Invoices which the City in good faith is disputing and except for Fee Invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence or a meeting pursuant to Section 5.3, the City shall pay all Fee Invoices submitted to it for the Services within thirty (30) days of receipt thereof.
- 5.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.6 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to details of all disbursements and percentage amounts of work completed. The City shall for the purpose of review and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and review for a period of one year after the termination for any reason of this Agreement.
- 5.7 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES**
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where the applicable Terms Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the applicable Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

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- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in the Quotation.
- 7.0 RELEASE AND INDEMNIFICATION**
- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 8.0 INSURANCE**
- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.
- 9.0 WORKSAFEBC**
- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC

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coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

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

10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFQ or under this Agreement or any Terms Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager 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's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

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12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the later of: (i) the [third] anniversary of the Effective Date; and (ii) if there are Services ongoing pursuant to a Terms Agreement on the [third] anniversary of the Effective Date, the date on which those Services have been completed by the Consultant (the "Term").

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$5,000.00 (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
- (b) information which was previously in the Consultant's possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

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- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;
- provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

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16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- (a) products, goods, equipment, supplies, models, prototypes and other materials;
 - (b) information and data;
 - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “Deliverables”).
- 17.2 Deliverables are deemed not to include:
- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
 - (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “Pre-Existing Materials”).
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables

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- at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
- (a) the date specified in the applicable Terms Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

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18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
 - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

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20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

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26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

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26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

[NAME OF CONSULTANT]
by its authorized signatories:

Name, title

Date

CITY OF VANCOUVER
by its authorized signatories:

Category Manager
Supply Chain Management

Date

Chief Purchasing Official,
Supply Chain Management

Date

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APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice ,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

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A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

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APPENDIX B
FORM OF TERMS AGREEMENT

TERMS AGREEMENT

THIS TERMS AGREEMENT is made as of <[date]>, 20<[year]>

BETWEEN:

<[CONSULTANT NAME]>, a <[corporation]> organized under the laws of <[country]> and having an office at <[address]>
[address]
[address]
[address]

(hereinafter referred to as the "Consultant")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Professional Services Standing Offer Agreement between the Consultant and the City dated as of <[date]> (the "Agreement").

1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Agreement.
2. The Services to which this Terms Agreement applies, and the Deliverables to be delivered by the Consultant in relation thereto are the following:

SPECIFIC WORK AND DELIVERABLES:

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SCHEDULE AND TIME(S) FOR COMPLETION:

[NOTE: Describe above the time for the completion of the Services and any applicable milestones to be achieved by particular dates prior to the completion of the Services.]

PROJECT TEAM:

[NOTE: List project team for the Services, if applicable. If none, write "None" .]

APPROVED SUBCONTRACTORS:

[NOTE: List approved subcontractors. If none, write "None" .]

CITY SITE(S):

[Insert City properties at which the Services will be performed. If none, write "None"].

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In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the above City Site(s), agrees to accept the City Site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services set out in this Terms Agreement.

FEES:

[Insert fees for Services described in this Terms Agreement. Delete below provisions if not applicable.]

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total professional fees payable to the Consultant for the Services set out in this Terms Agreement (not including GST AND PST or disbursements) will not exceed \$[insert amount]. (the "Maximum Fee").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total disbursements for which the City will reimburse the Consultant in respect of the Services set out in this Terms Agreement will not exceed \$[insert amount] (the "Fixed Disbursement Amount").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the maximum liability of the City in respect of the Services set out in this Terms Agreement (the "Maximum Fees and Disbursements") will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder.

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3. CONSULTANT'S OFFER

Subject to the terms and conditions of the Agreement and any additional terms and conditions set out in this Terms Agreement, the Consultant hereby offers to perform the Services described above, upon the terms and conditions described above, and for the fees specified above.

Signature on behalf of the Consultant:

Date: _____

4. CITY'S ACCEPTANCE

Subject to the terms and conditions of the Agreement, including any additional terms and conditions set out in this Terms Agreement, the Consultant is hereby directed to promptly proceed with the Services described above, upon the terms and conditions described above, and for the fees described above.

Signature of the City's Project Manager:

Date: _____

APPENDIX C - QUOTATION

SAMPLE

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APPENDIX D - RFQ

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

Owners List of Known Workplace Hazards

CONTRACT TITLE _____

PROJECT MANAGER (CITY EMPLOYEE) _____

CONTRACT NAME & # (IF KNOWN) _____

Purpose

This document shall be completed by the project manager, who shall list all the **known** worksite hazards and all the **existing** work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

Definitions

Project Manager - the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

Instructions for Completion

The document must be completed in full. Choices for each entry are:

Y - Yes - the known worksite hazard or existing work process hazard does exist

N - No - the known worksite hazard or existing work process hazard does not exist*

NA - Not Applicable - worksite hazard or existing work process is not applicable for this contract type

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

*based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

Assistance in Completing this Document

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

HAZARD OR ISSUE	Project Manager
1. ASBESTOS-CONTAINING MATERIALS - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	Y N NA TBD
b) A hazardous materials assessment for asbestos is provided in the tender package	Y N NA TBD
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y N NA TBD

2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	Y N NA TBD
b) A hazardous materials assessment for lead is provided in the tender package	Y N NA TBD
c) A hazardous materials assessment for lead is the responsibility of the contractor	Y N NA TBD

3. OTHER HAZARDOUS MATERIALS - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	Y N NA TBD
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	Y N NA TBD
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y N NA TBD

<p>4. CONFINED SPACES - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package</p>	<p>Y N NA</p>
<p>b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)</p>	<p>Y N NA</p>
<p>c) The contractor shall be responsible for isolation and lockout procedures in the confined space</p>	<p>Y N NA</p>

<p>5. LOCK OUT - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)</p>	<p>Y N NA</p>
<p>b) Work will be performed on or near energized equipment, lines, or circuits</p>	<p>Y N NA</p>

If yes to a) or b) describe:

<p>6. FALL PROTECTION - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)</p>	<p>Y N NA</p>
<p>b) Scaffolding or ladders will be required to be secured to a building or structure</p>	<p>Y N NA</p>

7. OVERHEAD AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y N NA
b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	Y N NA
c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	Y N NA
d) Underground or hidden utilities are located on the job site. Any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y N NA

If yes to c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	Y N NA
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y N NA

<p>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor</p>	<p>Y N NA</p>
<p>b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor</p>	<p>Y N NA</p>

If yes to a), list the work processes and/or chemicals in use:

<p>10. NOISE - (existing work processes only)</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Employees will be exposed to noise levels above 85dbA</p>	<p>Y N NA</p>

<p>OTHER HAZARDS (NOT IDENTIFIED ABOVE)</p>
<p>a)</p>
<p>b)</p>
<p>c)</p>

<p>KNOWN WORKPLACE HAZARDS LIST COMPLETED BY</p>	
<p>Project Manager Name (print):</p>	
<p>Project Manager Signature:</p>	<p>Date:</p>
<p>Title:</p>	<p>Phone:</p>

CONTRACTORS PRE-WORK HAZARD IDENTIFICATION

CONTRACT TITLE - _____

PROJECT MANAGER (CITY EMPLOYEE) - _____

CONTRACTOR REPRESENTATIVE _____

CONTRACT # _____

Purpose

This document shall be completed by the contractor awarded the contract, who shall identify all the **known and potential work process hazards** associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Contractors Pre-Work Hazard Identification (CHI) document to the Project Manager (City employee) for review and consultation before the contract work begins.

Reference Material

In order to complete this document, the contractor should reference a completed copy of the **List of Known Workplace Hazards**, initially provided with the tender package. The contractor is also responsible to reference any **Hazardous Materials Assessments**, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

Instructions for Completion

The document must be completed in full. Choices for each entry are:

Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor

N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

NA - Not Applicable - the work process or worksite hazard is not applicable for this contract

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where this hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create this hazard or issue.

Documentation and Training Requirements

During the contract term, the contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a **(D)** in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a **(T)**, the contractor is responsible to train their employees.

HAZARDOUS MATERIALS

The contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

HAZARD OR ISSUE	Contractor Confirmation
1. ASBESTOS-CONTAINING MATERIALS - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
c) We have a written Asbestos Program (D)	Y N NA
d) As Prime Contractor, we will submit a Notice of Project Asbestos(NOP-A) to WorksafeBC at least 24 hours in advance of the project startup	Y N NA
2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD
c) We have a written exposure control program for Lead (D)	Y N NA
3. OTHER HAZARDOUS MATERIALS - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD

b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD
c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

4. CONFINED SPACES - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
b) We have a written confined space entry program (D)	Y N NA
c) Our employees have received confined space training (T)	Y N NA
d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y N NA
e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y N NA
f) We shall identify and record isolation points (D)	Y N NA
g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y N NA
h) We will provide for the services of rescue persons	Y N NA

If yes to g), provide brief description:

5. LOCK OUT - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N NA
b) We will perform work on, or near, energized equipment, lines or circuits	Y N NA

Note: If yes to a) or b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.

If yes to a) or b) describe:

<p>6A. FALL PROTECTION - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)</p>	<p>Y N NA</p>
<p>b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)</p>	<p>Y N NA</p>
<p>c) Our employees who will be required to use fall protection have received training (T)</p>	<p>Y N NA</p>

If yes to a), describe:

<p>6B. SCAFFOLDING AND LADDERS - window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Our employees will use scaffolding or ladders for access to the work</p>	<p>Y N NA</p>
<p>b) The scaffolding or ladders will be exposed to wet and/or slippery conditions</p>	<p>Y N NA</p>
<p>c) We will ensure scaffolding or ladders are secured before accessing the worksite</p>	<p>Y N NA</p>
<p>d) Scaffolding will be erected and dismantled only by qualified workers</p>	<p>Y N NA</p>

<p>7. OVERHEAD POWER LINES AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) There are electrical hazards associated with overhead power lines such as limits of approach and contact</p>	<p>Y N NA</p>
<p>b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained</p>	<p>Y N NA</p>
<p>c) Underground or hidden utilities may be on the job site and we shall contact the</p>	<p>Y N NA</p>

Project Manager and BC OneCall at least four business days prior to the start of any excavation work	
d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y N NA

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 24 hours in advance of the project startup date	Y N NA
b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y N NA
c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y N NA
d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y N NA
e) We will provide safe means of entry and exit for excavations	Y N NA
f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y N NA
g) We will develop a demolition/salvage plan (D)	Y N NA
h) We will evaluate the demolition materials for reuse or recycling	Y N NA
i) We will protect passers-by from potential hazards	Y N NA

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND DUSTS - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y N NA

10. NOISE AND VIBRATION - includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation	Yes (Y) No (N) or Not Applicable (NA)
--	---

a) Our employees will be exposed to noise levels above 85dbA	Y N NA
b) We have a written hearing conservation program (D)	Y N NA
c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y N NA

11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM	Yes (Y) No (N) or Not Applicable (NA)
a) We have a written Safety Program (D)	Y N NA
b) We will make regular inspections of all workplaces	Y N NA
c) We will immediately investigate any reported unsafe conditions and correct as required	Y N NA
d) We will investigate all incidents and provide written incident reports to the Project Manager	Y N NA
e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y N NA

12. FIRST AID	Yes (Y) No (N) or Not Applicable (NA)
a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y N NA
b) We will complete a first aid assessment (D)	Y N NA
c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y N NA
d) We will develop an effective means of communication between the first aid attendant and the work areas	Y N NA

13. FIRE PROTECTION - solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services	Yes (Y) No (N) or Not Applicable (NA)
---	---

a) We will weld, solder, or cut with a torch	Y N NA
b) We will use or store flammable/combustible liquids	Y N NA
c) We will use temporary heating devices	Y N NA
d) We will provide water and/or fire extinguishers on the job site	Y N NA

14. PERSONAL PROTECTIVE EQUIPMENT (PPE)	Yes (Y) No (N) or Not Applicable (NA)
a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y N NA
b) We have a written PPE program (D)	Y N NA

15. RESPIRATORY PROTECTION	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection	Y N NA
b) We have a written respiratory protection program (D)	Y N NA

16. TOOLS MACHINERY AND EQUIPMENT	Yes (Y) No (N) or Not Applicable (NA)
a) We will use powder-actuated tools.	Y N NA
b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y N NA

If yes to a), describe:

17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.	Yes (Y) No (N) or Not Applicable (NA)
--	---

a) We will use a crane, forklift, manlift or other lifting equipment	Y N NA
b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y N NA
c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y N NA
d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y N NA

18. RIGGING	Yes (Y) No (N) or Not Applicable (NA)
a) We will lift or sling loads overhead	Y N NA
b) We will inspect ropes, hooks and slings before use on each shift	Y N NA

19. MOTOR VEHICLES AND HEAVY EQUIPMENT - goods delivery, personnel transportation services, trailer relocation services, oil/water pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
a) We will use motor vehicles or heavy equipment at the work location	Y N NA
b) All operators have a valid provincial driver's license	Y N NA
c) We will inspect vehicles, including safety features (e.g., ROPS)	Y N NA

20. TRAFFIC CONTROL	Yes (Y) No (N) or Not Applicable (NA)
a) There will be uncontrolled movement of vehicular traffic at the worksite	Y N NA
b) We will develop a written traffic control plan (D)	Y N NA
c) We will put in place any required traffic control devices	Y N NA
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) <i>"Traffic Control Manual for Work on Roadways"</i>	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

21. CRYSTALLINE SILICA DUST	Yes (Y)
------------------------------------	---------

	No (N) or Not Applicable (NA)
a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y N NA

22. Additional Concerns	Yes (Y) No (N) or Not Applicable (NA)
We foresee additional health and safety concerns associated with the work	Y N NA

If yes, describe:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

Describe the control measures each of the concerns listed above:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY	
Name (print):	
Title:	Phone:

SUMMARY OF DOCUMENTATION (D) TO BE PROVIDED BY THE CONTRACTOR upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	
f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	
o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorksafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation	

Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Branch/Division
Engineering Services

CONSTRUCTION HEALTH AND SAFETY PLAN (Project Levels 2 and 3)

(DD/MM/YYYY)

Project Name
Project Number

Change History:

Revision	Date	Description	Author	Approver
1	Dec 2015	First revision	COV PMO + VSR	Steering Committee
2	Feb 2017	Standard text sections added	ENG PMO and OSSB	OSSB

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



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CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Pledge to Safety

This City of Vancouver Construction Health and Safety Plan (CHSP) defines the health and safety requirements for the <project name> (xx-xxxx-xx/xxxxxxx) and provides the Project team members with documented information on the OHS Management System applicable to the project.

The CHSP defines the relationship between the City of Vancouver's management policies, Safety Excellence Program and associated procedures. In addition, it will provide the arrangements and coordination required to administer the OHS management of the contracts between the City of Vancouver and its contractors/suppliers.

The CHSP details the OHS management activities required to ensure that the design, procurement, construction, testing and delivery phases of the work scope are planned and implemented such that the risks to health and safety of personnel are as low as reasonably achievable, and that the risk of negative impact on the environment is minimised.

This document:

- Defines how the <project name> intends to achieve the requirements and expectations defined in the City of Vancouver's Safety Management System;
- Address interfacing between the various participants in the project work scope;
- Demonstrates alignment with OHSAS 18001 and ISO 14001; and
- Demonstrates the application of continuous review, improvement and independent audit to ensure integrity of the project activities.

To ensure compliance with WSBC OHS Regulation requirements, departmental and branch procedures and policy are written and implemented on site. Where applicable, organizational programs, procedures and policies are followed.

Project Description

Project Overview

A brief overview of the project and its objectives - extracted from the Project Execution Plan and updated/adapted to the context of this stage and phase.

Description of Fieldwork

A brief description of the work to be undertaken during this stage and phase: extent and nature of work, site, high-level overview of conditions, functions and teams, sourcing (in-house, external), keys risks, traffic considerations, stakeholder and public considerations, and any other considerations.

Timescales for the Fieldwork

Details of the timescales for the fieldwork. Short milestone table, or summary GANTT chart.

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Site Description

Location

Details of the site location and its boundaries: address, map, access, emergency access and emergency considerations, logistics, etc.

Site Use

An overview of what the site will be eventually used for after the works are complete.

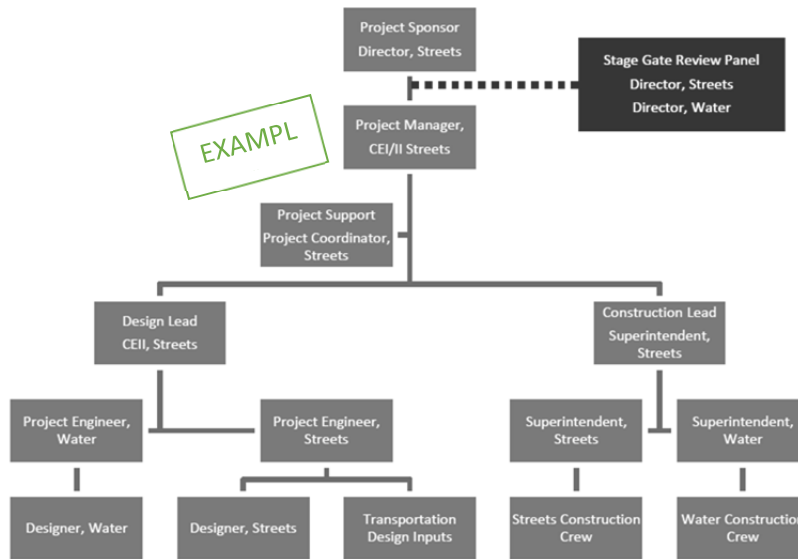
CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



On-site Organisation and Coordination

Organization Chart

For the current organizational chart please refer to (VanDocs number).



Project Key Personnel: Contact List

Position	Name	Email	Phone	Mobile	Emergency Contact
Project Manager					
Project Coordinator					
Project Superintendent					
Project Working Foreman					
Assistant Working Foreman					
OHS Superintendent					
Traffic Control Supervisor					
Other					

All key contacts must receive updated revisions of the construction H&S plan when revisions are made.

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



List of ALL External Suppliers/Contractors/Subcontractors

The CL should identify requirements for individual subcontractor work/safety plans

Trade Package	Company Name	Contact Position	Email	Phone and Mobile Numbers	Coordination and OHS Considerations
Supplier/ Contractor					
Supplier/ Contractor					
Supplier/ Contractor					
Supplier/ Contractor					

On-site Control

OHS Orientation

All new employees to the City of Vancouver shall complete all of the orientation training that is required for their specific role. The crew leads will complete project site specific orientation to all the personnel on site as required.

Personal Protective Equipment

As per the Personal Protective Policy in Attachment #, all personnel on site are required to wear the following as a minimum;

- Applicable head protection (eg, Hard hat)
- Applicable protective footwear (eg Steel-capped boots)
- Hi-Visibility clothing/vest
- Applicable eye protection (eg Safety glasses)

Additional Personal Protective Equipment (PPE) may be required depending on the project scope and applicable risk register. COV employees will be provided with the PPE required on as needed basis. Contractors and site visitors are required to provide their own PPE.

Site Access and Site Rules

Site access and parking arrangements will vary during the duration of the project. All site visitors are required to report to the relevant branch site office whenever they attend site.

COV employees also require official city parking permits to park along any area in and around the construction zone during operations. All personnel must ensure they always follow the relevant traffic laws and regulations while driving and parking around site.

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Traffic Management Arrangements

Details of any traffic management that will be in place and for how long. Reference to any standalone Traffic Plans, risk measures and considerations.

Each operational branch will set-up traffic control prior to start of any work. While a formal Traffic Management Plan is not required, each operational branch should define the procedures and protocols for site access, barrier locations, emergency vehicle entry/egress, traffic routing and management, and company policy in respect to vehicle and employee transportation during the project. The program also addresses site-related traffic associated with the development and maintenance of City infrastructure.

Site Security

Public safety strategies are required at the project sites due to the fact that the project is in a residential area and has easy access to public observation and interaction.

Due to the nature of the project:

- Access to the site will vary depending on specific location and stage of the construction.
- Temporary fencing will be used as required to secure the construction zone.
- CCTV may be used to both monitor and review different aspects of the project.

The City of Vancouver must identify hazards that may influence the public and that are created by their operations. Assessing the risk of these hazards, and where applicable, implementing control measures that must eliminate any risk to the public. Documenting, tracking, and maintaining any required control measures and reporting and investigating public safety incidents must be recorded and submitted to the Project Manager and Risk Management.

The City of Vancouver has established security routines and services with respect to work location access, date security, and declaration of confidentiality. These apply for activities in City of Vancouver offices and work sites. Specific Project Security Instructions will be issued according to project requirements and to identify risks.

Permits and Authorisation Requirements

Details of required permits, certifications, or other special authorisations required for the fieldwork.

Environmental Requirements

Determine contact person, and include details of required considerations, reporting, and coordination.

On-site Provisions

Welfare Facilities

Each COV branch is responsible for providing the necessary welfare facilities on site for the duration of their scope, including but not limited to;

- Lunchrooms
- Tool storage
- Portable toilets
- Site office

Each provision must be within reasonable distance from the work area. For more information please refer to the applicable branch SOP. First aid facility requirements are detailed in the section 'First Aid'.

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Response Procedures

List active procedures in place in relation to incident escalation, and include reference to existing procedures to adhere to.

Emergency Contact List

EMERGENCY ASSISTANCE (Ambulance, Fire, Police) 911

Service	Number
BC Hydro Emergency (24hr)	1-888-769-3766
Crisis Line (Fraser Health)	604-951-8855
Critical Incident Response	1-888-922-3700
Environmental Emergencies	1-800-663-3456
FortisBC Emergency (24hr)	1-800-663-9911
HealthLink BC	8-1-1
Hospital (Nearest to Project Site)	Phone Number
ICBC	604-520-8222
Marine Emergencies	1-800-567-5111
Poison Control	604-682-5050
WorkSafe BC	604-276-3100

*Insert Map/diagram showing route to closest hospital/walk in clinic.

First Aid

Details of first aid equipment and personnel as well as reporting procedures. This section can link to standard City of Vancouver procedures:

- *Pre-project first aid assessment*
- *Level of first aid required*
- *How to contact first aid personnel*
- *Resources required (equipment, dressing station, first aid room, vehicles, etc.)*

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Meetings, Reporting and Documentation

Meeting and Inspection Requirements

Meeting Name/Type	Purpose	Frequency and/or Date	Responsible Party	Chair / Conducted by	Outputs
Pre-Construction Safety Meeting	Review risk registry; identify hazards; define how work will be conducted	Prior to construction start, repeat as needed	Project Manager or their designate	Project Manager or their designate	List of site hazards; work plan.
Pre-Job Meeting	Site orientation for construction crew and contractors	First day on site, each time new crew starts	Branch Superintendent	Branch Superintendent	Completed Pre-Job Meeting Checklist, action items
Daily Tailgate Talk	Identify hazards of work being conducted during a process or set time period; identify hazards from changing conditions	Daily and as conditions change	Foreman	Foreman or their designate	Action items

Inspection Requirements

Meeting Name/Type	Purpose	Frequency and/or Date	Responsible Party	Chair / Conducted by	Outputs
Site Inspections	Identify unsafe conditions and acts	Each time Superintendent is on site (target = daily)	Superintendent	Superintendent	Completed Inspection Checklist; Identified Action Items; Superintendent's Notes
Site OHS Inspections	Identify unsafe conditions and acts	Weekly	Superintendent	Superintendent	Completed weekly inspection report
Pre-Use Inspections	Ensure equipment is in safe working condition	Daily and/or prior to use	Operator	Operator	Daily/Adhoc inspection report
Incident Investigations	Investigate incident root causes	48hrs from incident (preliminary) 30 days (completed)	OHS & Branch Superintendent	OHS & Branch Superintendent	Completed incident investigation report

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Health and Safety Reporting

The requirements for reporting, investigation and follow-up of all accidents, incidents and near misses throughout the City of Vancouver are defined in both the *Flash/Issue Standard* and *Incident Investigation Standard*. Prompt notification of ALL incidents and serious near-misses will be required. A copy of the *Reporting and Investigation Procedure* is provided in Attachment F.

The City of Vancouver uses its own internal 'Incident Investigation Tracking System' as a tool for reporting and follow-up of undesirable events, hazardous conditions and lost time injuries.

Each month an analysis of statistics covering accidents, incidents, near misses, medical treatments, first aid and OHS observations is completed. This is issued to all senior management, project managers, posted on all notice boards and discussed at tool box talks, team meetings and the safety committee meeting. Statistics are issued in a standard format.

Report Type	Overview and Purpose	Frequency and/or Date	Responsible Party	Submitted To	Comments (Breakdown, Format, etc)
Site OHS Inspection	Summarizes findings and corrections from daily safety inspections.	Weekly	Project OHS Superintendent	Project and Branch Management	
Flash Report	Email sent to notify of emerging issue or incident.	Adhoc	Lead Investigator	Per the standard. Add Project Manager.	Reference the Flash and Issue Report Standard for format.
Issue Report	Email report with validated information following incident or issue.	Adhoc	Lead Investigator	Per the standard. Add Project Manager.	Reference the Flash and Issue Report Standard for format.
Incident Investigation	Investigation to document incident (or near miss) facts, causes and recommendations to prevent recurrence.	Adhoc	Branch OHS Superintendent	Project and Branch Management	Per the COV incident investigation database and Engineering standard.
First Aid Report	Required by regulation following first aid treatment.	Adhoc	First Aid Attendant	Branch OHS Superintendent	Standard COV first aid record book.

Metrics

This section defines which health and safety metrics will be reported to the Project Manager:

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



KPIs	#	Metric	-	Target	Owner	MPL
Inspections	i	Daily Inspections	%	100%	OHS	#
	ii	Actions taken, in progress, completed	Ratio or %	100%	OHS	#
Incidents	iii	M on M	#	0	OHS	#
	iv	Injury	#	0	OHS	#
Incidents	v	Near Misses	#	0	OHS	#
Injury Stats	vi	First Aid Visits	#	0	OHS	#
	vii	Health Care Visits	#	0	OHS	#
	viii	Long Term Injuries	#	0	OHS	#
Safety Measures	ix	Weekly Progress Meeting	#	100%	Project Manager	#
	x	Tailgate Meeting - Daily	#	100%	Foreman	#

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Hazard Evaluation Matrix

Based on Known Workplace Hazards Identified (KWHI) submitted by the City personnel and third party contractors.

Hazard Title	Considered			Description of Hazard	Control Measures	Action By:	SOP Title
	Y	N	N/A				
Excavations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Eg. Excavation to sewer pipes presents risk of falls	<i>Eg. Cordon off excavation area with clear markings</i>	<i>Eg. CL</i>	
Confined spaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Traffic hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Working from heights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Utilities and existing services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Underground hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Mobile equipment and vehicle movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Control of dust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Hazard Title	Considered			Description of Hazard	Control Measures	Action By:	SOP Title
Slips, trips, falls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Eg. Uneven ground conditions presents risk of trips and falls</i>	<i>Eg. Site conditions will be evaluated and hand rails provided.</i>		
Exposure to ambient weather conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Heavy equipment operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Noise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Underground hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Chemical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Flammable Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Compressed gases and systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Concrete or asphalt demolitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Heavy lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Proximity to overhead lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Contaminated land	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Hazard Title	Considered			Description of Hazard	Control Measures	Action By:	SOP Title
Fire precautions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

CONSTRUCTION HEALTH AND SAFETY PLAN TEMPLATE



Site Specific Health and Safety Documentation

This section should contain details of any specific H&S required documents and where they are stored.

Document	Location	Responsible Party
Inspection forms, PPE policy or other policies, incident report forms, orientation checklists, tailgate forms, etc.		

Attachments

Insert list of attachments



Project Name Emergency Response Plan
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Project Management Office (PMO)
 Engineering Services

EMERGENCY RESPONSE PLAN
 (Project Levels 2 and 3)

(DD/MM/YYYY)

Project Name
 Project Number

Change History:

Revision	Date	Description	Author	Approver
1	May 2017	First version	OSSB	ENG PMO



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Purpose and Scope

Preparing for emergency situations greatly reduces the risk of injury, illness, and fatalities, and may limit the damage done to infrastructure and surrounding areas. Well developed and rehearsed emergency preparations assist staff and internal emergency response personnel to respond quickly and effectively to an emergency.

This Emergency Response Plan (ERP) has been developed to address the construction operations associated with the *Project Name* Project.

The ERP provides an outline of the City of Vancouver's integrated emergency management planning procedures that will be adopted for the *Project Name* Project. These procedures address issues delineated in the risk assessment developed for the Project.

Further to the above and in compliance with the Workers Compensation Act, WorkSafeBC shall be notified of any incident with actual or potential significant off-site impacts on people or the biophysical environment *immediately* after the City of Vancouver has become aware of the incident.

This Emergency Response Plan comes under the umbrella of the *City of Vancouver Emergency Response and Recovery Plan* which complies to the City of Vancouver *By-Law No. 5654*.

This Emergency Response Plan (for the *Project Name* Project) covers critical incidents and emergencies and details the arrangements for control and coordination of an effective response to, recovery from, and the provision of aid, to an emergency in the areas covered by the plan.

This plan operates in conjunction with the Project Construction Health and Safety Plan (CHSP), Traffic Management Plan, Project Environmental Management Plan, and any other Project plans and sub plans as they may apply. Additionally, response measures are also detailed in:

- Branch safe operating procedures
- Project communication plans
- Stakeholder and community involvement plans

Emergencies related to dangerous goods within the *Project Name* site and other City of Vancouver controlled areas are to be managed through their respective emergency response and plans.

Project Emergency Contact List

Title	Name	Cell	Phone
Project Manager			
Construction Lead - Site			
Project Engineer			
Project OHS Superintendent			
Construction Safety Attendant (CSO)			
Construction Lead - Branch			
Construction Lead - Branch			
Construction Lead - Branch			
Construction Lead - Branch			



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Emergency Contact List

EMERGENCY ASSISTANCE (Ambulance, Fire, Police) 911

Service	Number
BC Hydro Emergency (24hr)	1-888-769-3766
Crisis Line (Fraser Health)	604-951-8855
Critical Incident Response	1-888-922-3700
Environmental Emergencies	1-800-663-3456
FortisBC Emergency (24hr)	1-800-663-9911
HealthLink BC	8-1-1
Hospital (Nearest to Project Site)	Phone Number
ICBC	604-520-8222
Marine Emergencies	1-800-567-5111
Poison Control	604-682-5050
WorkSafe BC	604-276-3100

Event Communication Escalation

The intent of Flash and Issue Reports is to provide members of a dedicated email distribution list a brief notification and/or validated information of a significant, serious or extreme event. The notification will be an email typed with standardized information readable on a “smartphone” screen without the need to open an attachment. The standardized format of communicating and gathering information gives all readers the information they require in a timely manner for potential escalation of details and/or interaction with external stakeholders.

These methods of reporting incidents will act as a communication tool between Management and Front Line Supervision for follow up/investigation of an incident, where and if support was lacking, and procedure implementation Engineering wide.

Flash Report: To be used as a tool to communicate that an incident is occurring and immediate preventative measures being taken at the scene.

Issue Report: To be used as a tool to validate incident information, cross branch sharing of incidents and update incident status to members on the distribution list. The Issue Report will become a supporting document of the incident investigation. The OHS Superintendent, Project Manager, and/or Branch Manager will consider the need for a staff debrief/ decompression to an event within the first 72 hrs.

Severity level

The levels defined below are a guideline of which incidents shall be reported out in the Flash Report format and the Issue Reports will be issued using mainly the criteria below. The email subject line for Issue Reports shall include a severity level descriptor chosen from one of the definitions below:



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Significant	(GREEN) Any near miss that we wouldn't attempt to apply "serious" to (may include property damage); any injury that requires a trip to Hospital; emergency services called to work site; gas service strike with gas escaping; incident where a member of the public is involved (with or without injuries); contact with wires; some evacuations of worksites.
Serious	(YELLOW) Call to 9-1-1 to help control or respond to the scene of an incident; employee transported by ambulance; incidents where member of the public was injured or experienced property damage; assault or serious threats of violence to employee; gas main strike with gas escaping; work refusals; major structural failure; vehicle accident resulting in serious injury to employee or member of the public; contact with and wires down low voltage; environmental release requiring moderate/major clean-up; any incident that is immediately reportable to a regulating body; some evacuations of worksites.
Extreme	(RED) Injury to employee or member of the public that results in significant/permanent disability or death; injury to employee that requires immediate surgical intervention; contact with high voltage wires; irreparable/significant damage to environment; some evacuations of worksites.

Distribution

The lead internal investigator will be the author of both the Flash Report and Issue Report. This will allow for consistent and accurate information being distributed. Project Operations staff involved in the incident will provide supporting documentation and commentary as the lead internal investigator requires.

The Project Management team may consider having separate distribution lists for Significant, Serious and Extreme levels of events and maybe a "generic" list as well.

To be kept in mind always is the potential for escalation by any member of the distribution list and when to include the HRC.



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Flash Report Distribution

FLASH REPORT DISTRIBUTION LIST			
LEVEL	MANDATORY DISTRIBUTION	ESCALATION POTENTIAL AT ANY LEVEL OF INCIDENT	OPTIONAL RECIPIENTS
SIGNIFICANT	Director Green Operations	GM Engineering, CRO	Branch Specified (for example Ops Superintendents)
	Manager of OSSB		
	Director of Division		
	Branch Manager	All Directors	
	Project Manager		
	Safety Manager		
	OHS Superintendent		
HRC			
SERIOUS	GM Engineering	City Manager	Branch Specified (for example Ops Superintendents)
	Chief Risk Officer		
	Director Green Operations		
	Manager of OSSB		
	Director of Division	GM Human Resources & Manager, Corporate Security	
	Branch Manager		
	Project Manager		
	Safety Manager		
	OHS Superintendent		
	HRC		
EXTREME	City Manager	Mayor and Council	Branch Specified (for example Ops Superintendents)
	GM Engineering		
	GM Human Resources		
	Chief Risk Officer		
	Director Green Operations		
	Director of Division		
	Manager, Organizational Safety		
	Manager of OSSB		
	Branch Manager		
	Project Manager		
	Safety Manager		
	OHS Superintendent		
	HRC		



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Issue Report Distribution

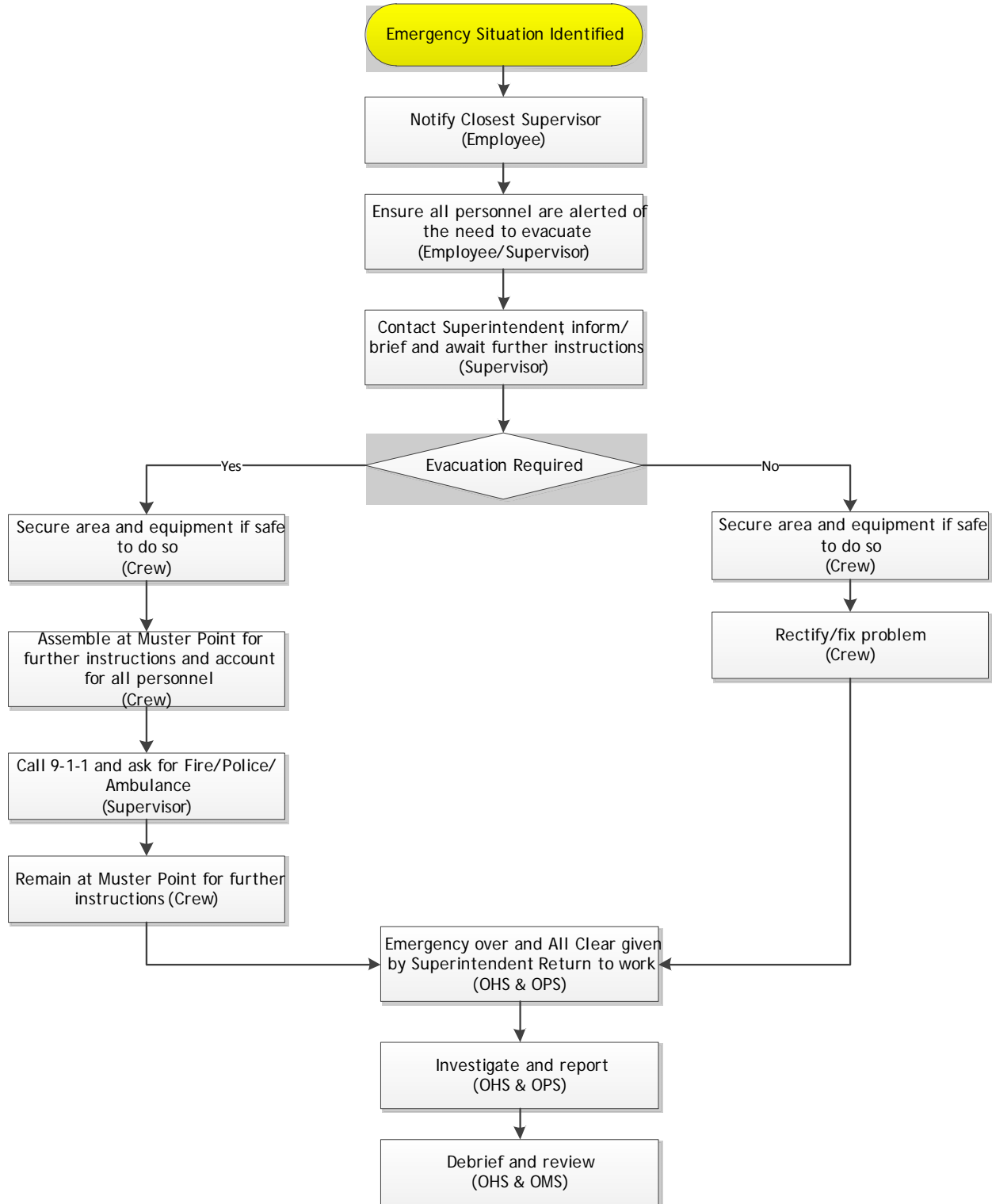
ISSUE REPORT DISTRIBUTION LIST			
LEVEL	MANDATORY DISTRIBUTION	ESCALATION POTENTIAL AT ANY LEVEL OF INCIDENT	OUTLOOK DISTRIBUTION LIST TO USE
SIGNIFICANT	Director Departmental Services	GM Engineering, CRO	Engineering Directors DL Engineering Ops Safety Designates DL Engineering Branch Heads DL
	Manager of OSSB		
	All Directors of Divisions		
	All Branch Managers		
	Project Manager		
	All OHS Superintendents		
	HRC		
SERIOUS	GM Engineering	City Manager	Engineering Directors DL Engineering Ops Safety Designates DL Engineering Branch Heads DL
	Chief Risk Officer		
	Manager, Organizational Safety	GM Human Resources & Manager, Corporate Security	
	All Directors of Divisions		
	All Branch Managers		
	Project Manager		
	All OHS Superintendents		
HRC			
EXTREME	City Manager	Mayor and Council	Engineering Directors DL Engineering Ops Safety Designates DL Engineering Branch Heads DL
	GM Engineering		
	GM Human Resources		
	Chief Risk Officer		
	Manager, Organizational Safety		
	All Directors of Divisions		
	All Branch Managers		
	Project Manager		
	All OHS Superintendents		
	HRC		



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Emergency Response Procedures

General Evacuation





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Injury On Site

Scope

This emergency response procedure details the roles and responsibilities in the event an injury occurs on site.

- Step 1 Stop all activity and assess incident. If safe to do so render first-aid if as necessary.
- Step 2 Notify the on-site first aid attendant and your Supervisor

Minor Injury

- Step 3 First Aid Attendant will document and treat injury.
- Step 4 Supervisor to notify OHS Superintendent and coordinate all crew members involved or witness to event to participate in the incident investigation as required.

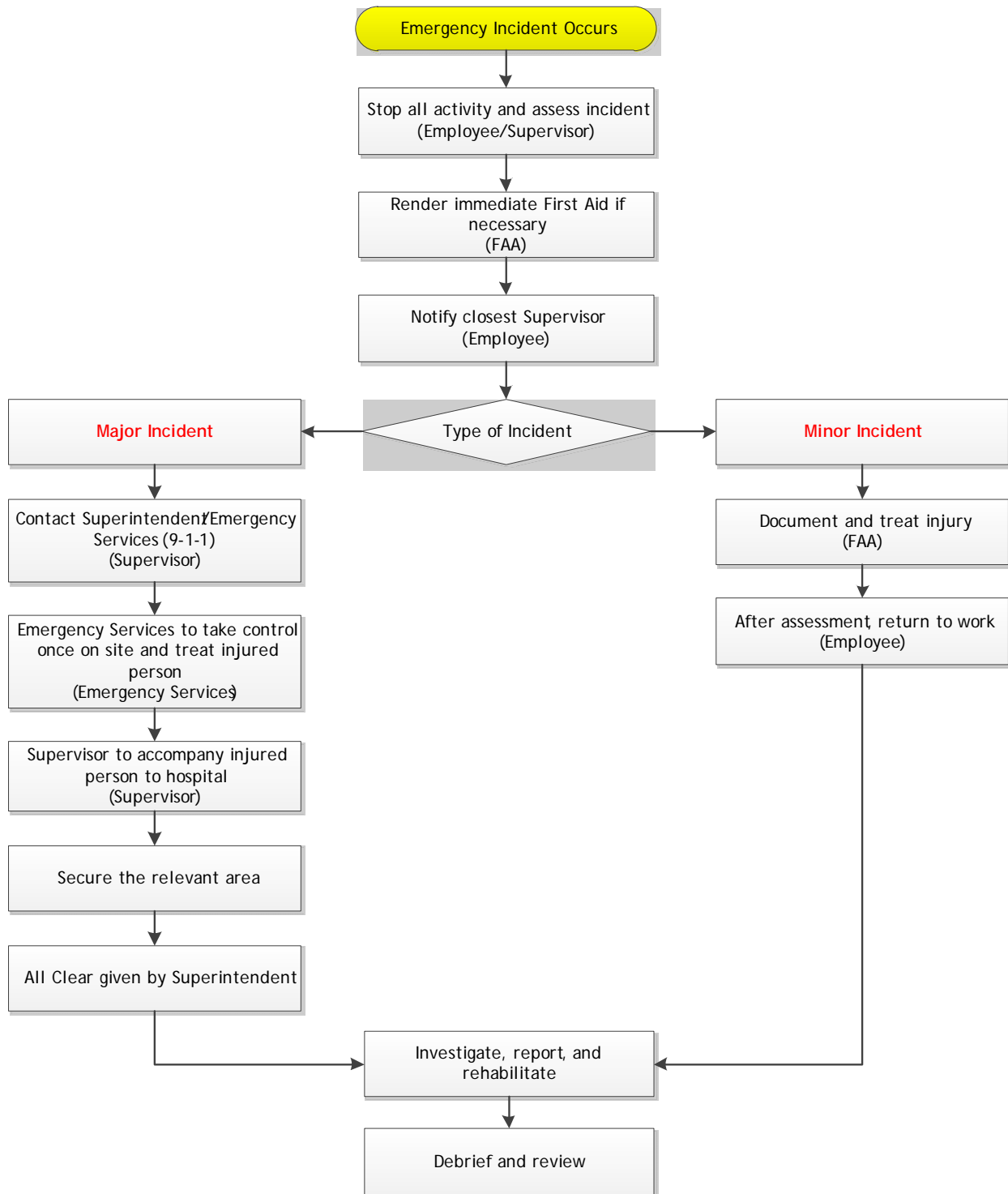
Major (Serious) Injury

- Step 3 **DO NOT** move the injured person/persons unless they or yourself are exposed to immediate danger
- Step 4 Notify OHS Superintendent immediately and call 9-1-1 to report incident as soon as possible. Secure the area so as to prevent further damage or injury.
- Step 5 Notify the Superintendent. Once Emergency Services has arrived at the scene hand over control and assist as required.
- Step 6 The Supervisor is to accompany worker to the hospital.
- Step 7 **DO NOT** recommence operations until the **ALL CLEAR** has been given to return to work area.
- Step 8 Participate in the incident investigation as required

NOTE: ** Serious Injury Definition: For Engineering Services purposes - a work related injury or illness which requires a call to 9-1-1 for an Ambulance or otherwise appears to be serious in nature (an injury that is potentially life altering and/or requiring surgery).



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Environmental Spill Response

Scope

This decision making flow chart and associated procedures describes how to manage a spill of various sizes both on land and on water during construction activities. These procedures form part of the Emergency Response Plan and will be followed in the event of a spill. All personnel involved in refuelling and handling of oils and chemicals are to be familiar with this decision making flow chart and the procedures and are to respond accordingly in the event of a spill. The Environmental Protection or Environmental Services Manager should be consulted with during the response phase or if a situation arises that is not described in these procedures.

Step 1 Notify your supervisor immediately

Spill on Land

Step 2 If you can contain the spill safely initiate *Minor Spill on Land Procedure*

Step 3 If you cannot contain the spill notify OHS Superintendent immediately and call 9-1-1 to report incident as soon as possible and follow any instructions given. Secure the area so as to prevent further damage or injury.

Step 4 Once Emergency Services has arrived at the scene hand over control and assist as required.

Step 5 Supervisor to notify their Superintendent and the Environmental Protection Division (1-800-663-3456)

Spill on Water

Step 2 If you can contain the spill safely initiate *Minor Spill on Water Procedure*

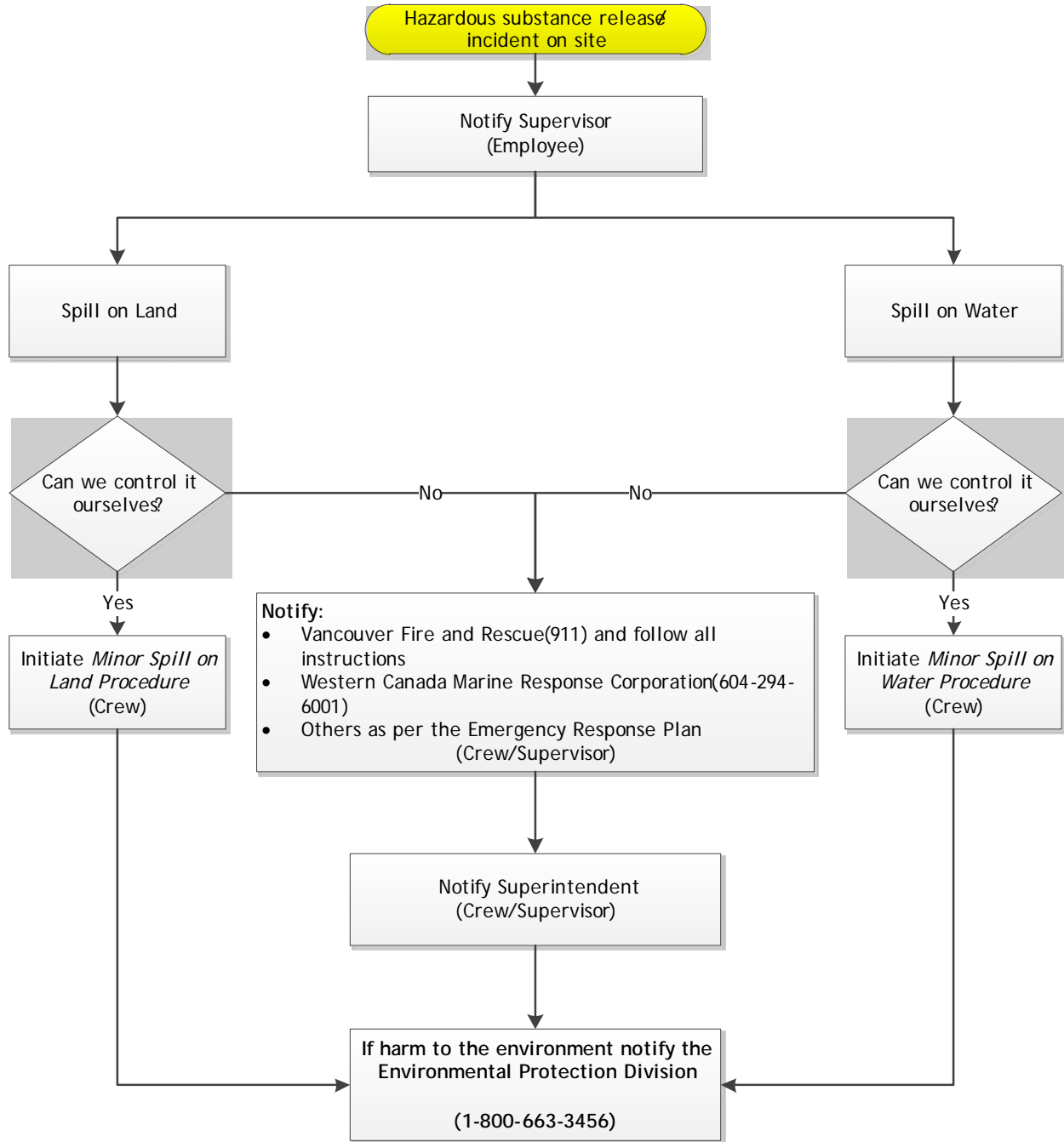
Step 3 If you cannot contain the spill notify OHS Superintendent immediately, call 9-1-1 and the Western Canada Marine Response Corporation (604-294-6001) to report incident as soon as possible and follow any instructions given. Secure the area so as to prevent further damage or injury.

Step 4 Once Emergency Services has arrived at the scene hand over control and assist as required.

Step 5 Supervisor to notify their Superintendent and the Environmental Protection Division (1-800-663-3456)



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Public Safety

Scope

This procedure details the actions to be followed in the event that a member of the public gains unauthorised access or an incident occurs in a City of Vancouver work zone.

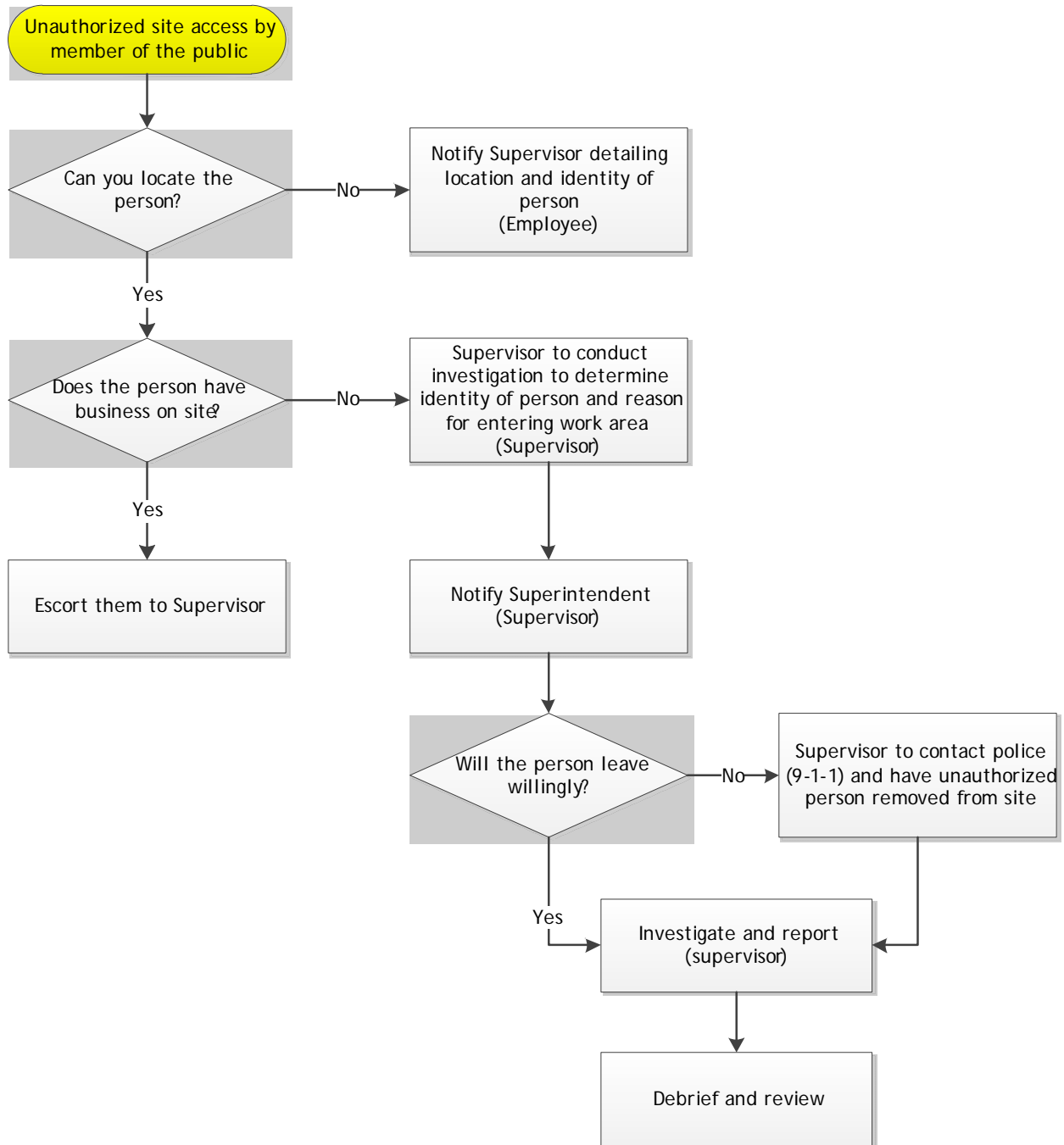
Possible scenarios include:

- Unintended or unauthorised access to City of Vancouver work zones
- Interaction with mobile equipment
- Incident involving public amenities
- Breach of perimeter fence or physical barriers
- Motor vehicle/recreational craft incident

- Step 1 Notify Supervisor immediately detailing location and identity of person.
- Step 2 If the person does not have any business reason for being on site the Supervisor is to determine their identity and purpose for being in the work area. If the access is unintended or unapproved, ask the person to leave and escort them off the site and out of danger.
- Step 3 If the person(s) refuse to leave site contact 9-1-1 to report the incident to the police detailing as much information about the person(s) involved and the incident sequence of events as possible. Notify both the branch operations and OHS Superintendents and arrange for the police to have unauthorized person(s) removed from site.
- Step 4 Participate in the incident investigation as required.



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Fire

Scope



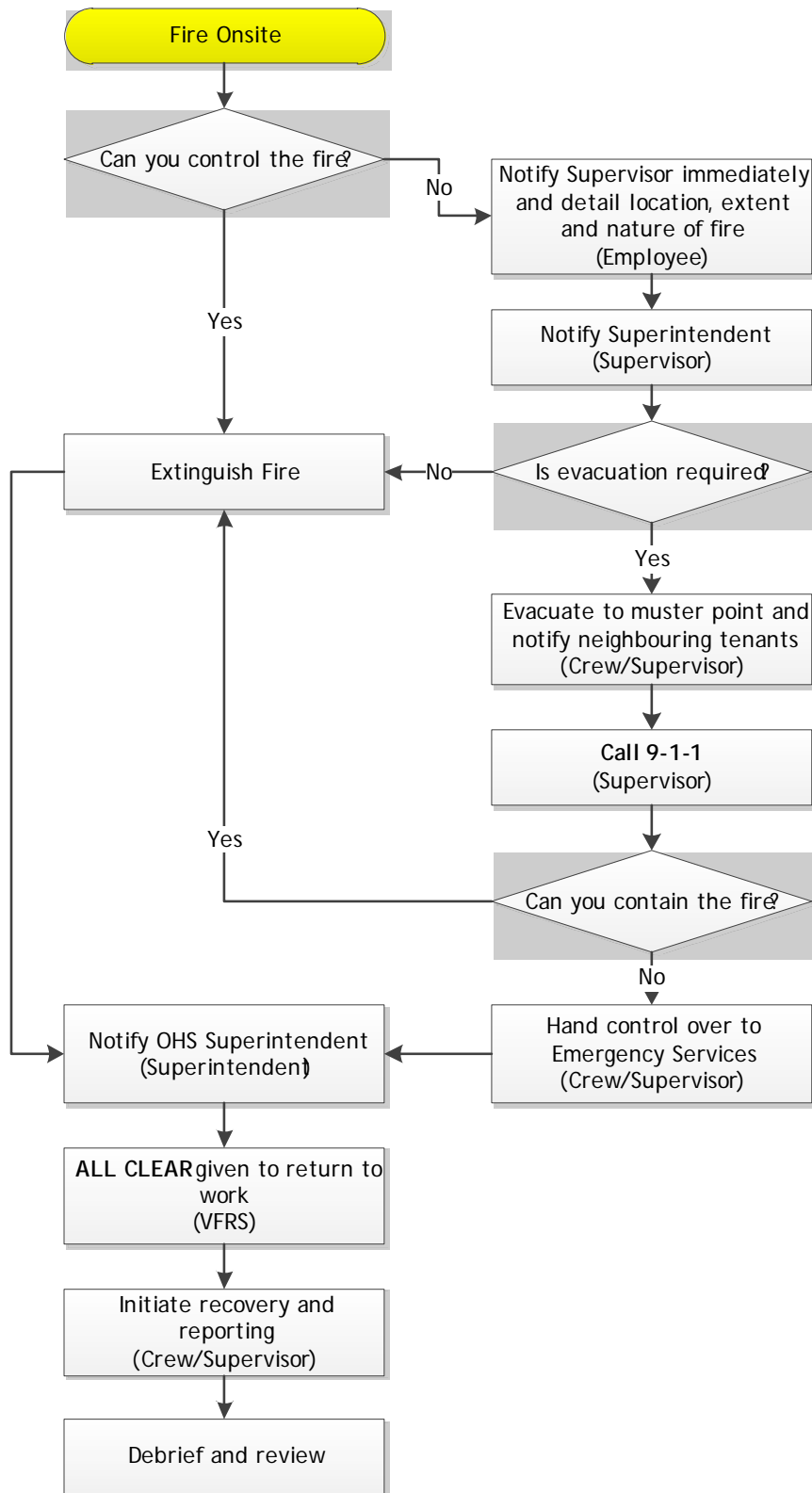
Project Name Emergency Response Plan – Site Copy

This emergency response procedure details the procedure to be followed in the event of fire on site.

- Step 1 Assess the fire situation. If you can control the fire, and feel safe to do so, extinguish the fire with the appropriate equipment available.
- Step 2 Notify Supervisor immediately and detail location, extent and nature of fire. If it's determined that an evacuation is necessary, call 9-1-1 and ensure everyone moves to the muster point and awaits further instructions.
- Step 3 Notify both the branch operations and OHS Superintendents.
- Step 4 Ensure that everyone is accounted for. **DO NOT** leave the muster point until the **ALL CLEAR** is given to return to the work area.
- Step 5 Participate in the incident investigation as required.



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Controlled Products/Dangerous Goods (HAZMAT) Incident

Scope

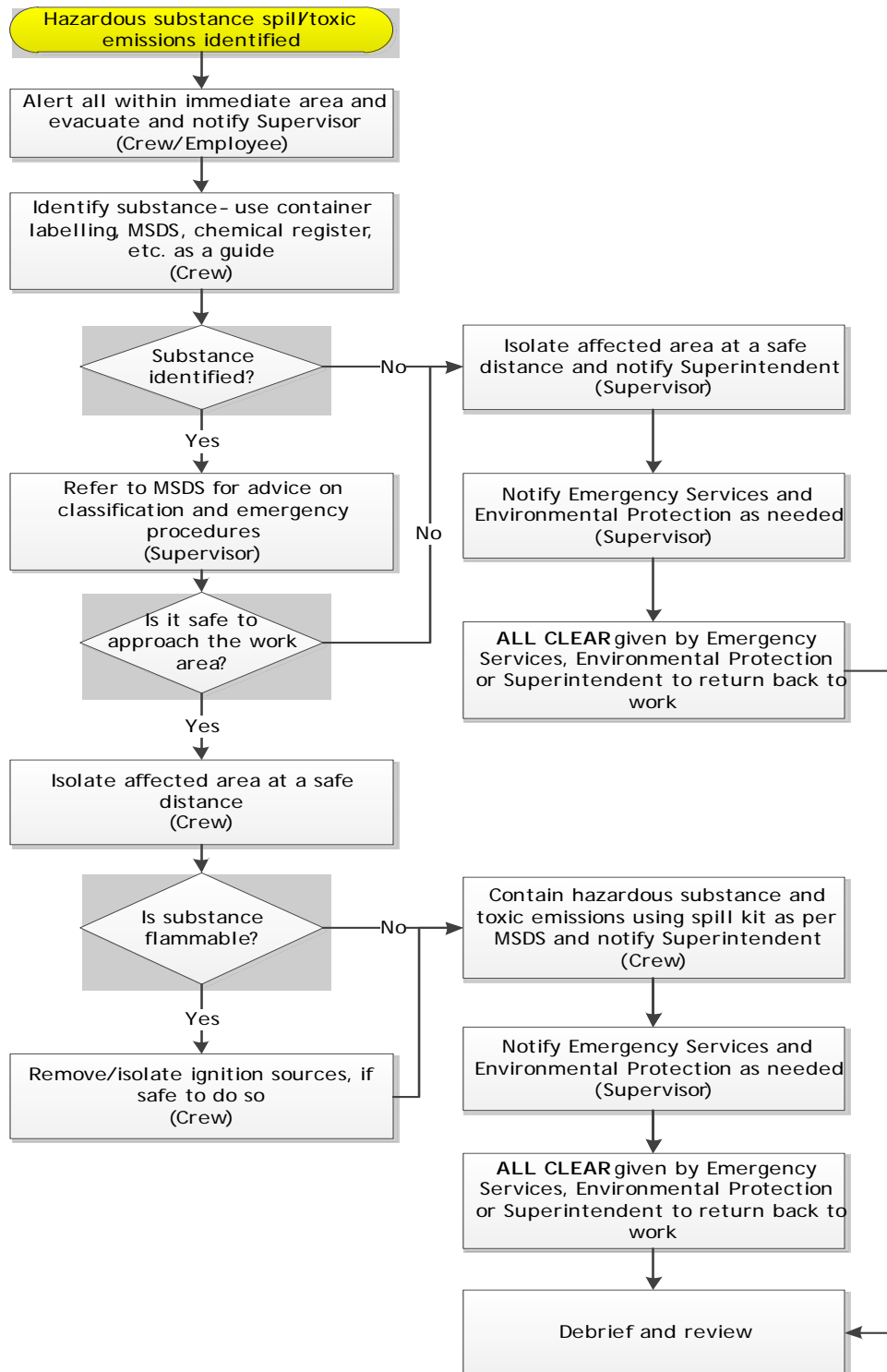
This emergency response procedure details the procedure to be followed in the event of an explosion or a hazardous substance/dangerous goods incident on site.

- Step 1 Alert everyone within the immediate area of spill/release and evacuate all persons from immediate area
- Step 2 Try to identify the substance via container labelling, MSDS, Hazardous Substance register and application as a guide.
If you can identify the substance, refer to MSDS for advice on hazardous/ dangerous goods classification, first aid measures, firefighting measures, personal protective equipment, emergency procedures, etc.
- Step 3 If the substance is flammable, and it's safe to do so, remove/isolate all ignition sources
- Step 4 Contain hazardous substance and toxic emissions using spill kit, absorbent material or other methods as per applicable MSDS
- Step 5 Isolate the affected area at a safe distance with barricades and placing suitable warning signs. If deemed necessary, Call 9-1-1, evacuate area and move to the muster point and wait for further instructions.
DO NOT leave the muster point until the **ALL CLEAR** has been given to return back to the work area.
- Step 6 Notify both the branch and OHS Superintendents.
- Step 7 Notify Emergency Services and Environmental Protection as needed.
- Step 8 Participate in the incident investigation as required.



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Vehicle Collision

Scope

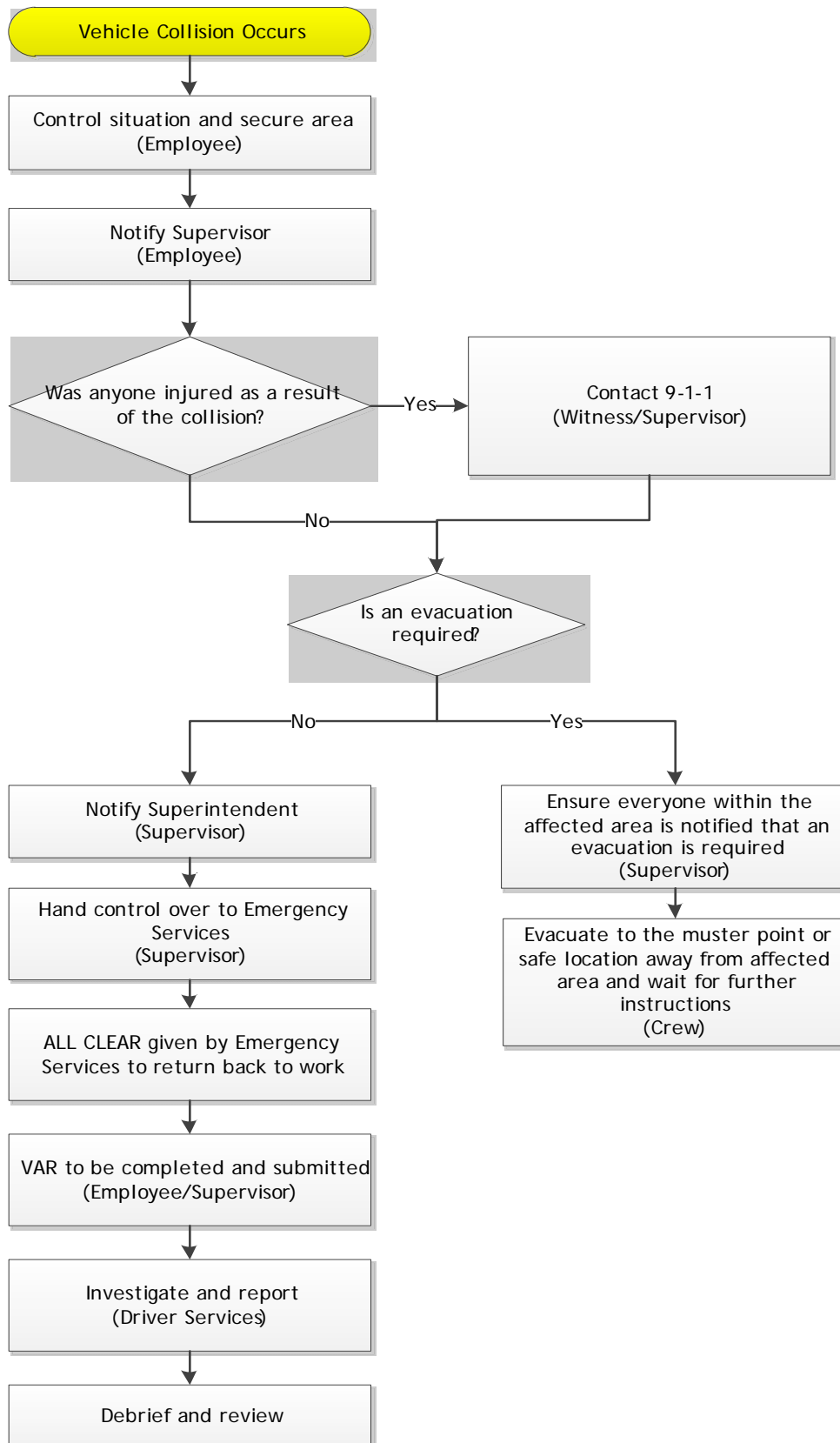
This emergency response procedure details the roles and responsibilities in the event of a equipment/vehicle collision on site

- Step 1 Control the situation in the immediate area as much as possible to avoid more damage or injury
- Step 2 Notify your Supervisor
- Step 3 If anyone is injured or there is a danger that the incident has the potential to harm others call 9-1-1 immediately
- Step 4 If an evacuation is required, ensure that everyone within the immediate area moves to either the muster point or another designated safe area and awaits further instructions.
- Step 5 Notify both the branch operation and OHS Superintendents
- Step 6 **DO NOT** leave the muster point/designated safe area until the **ALL CLEAR** has been given to return to the work area
- Step 7 Ensure that a VAR is completed in addition to the required incident investigation report forms
- Step 8 Participate in the incident investigation as required.



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Site Security

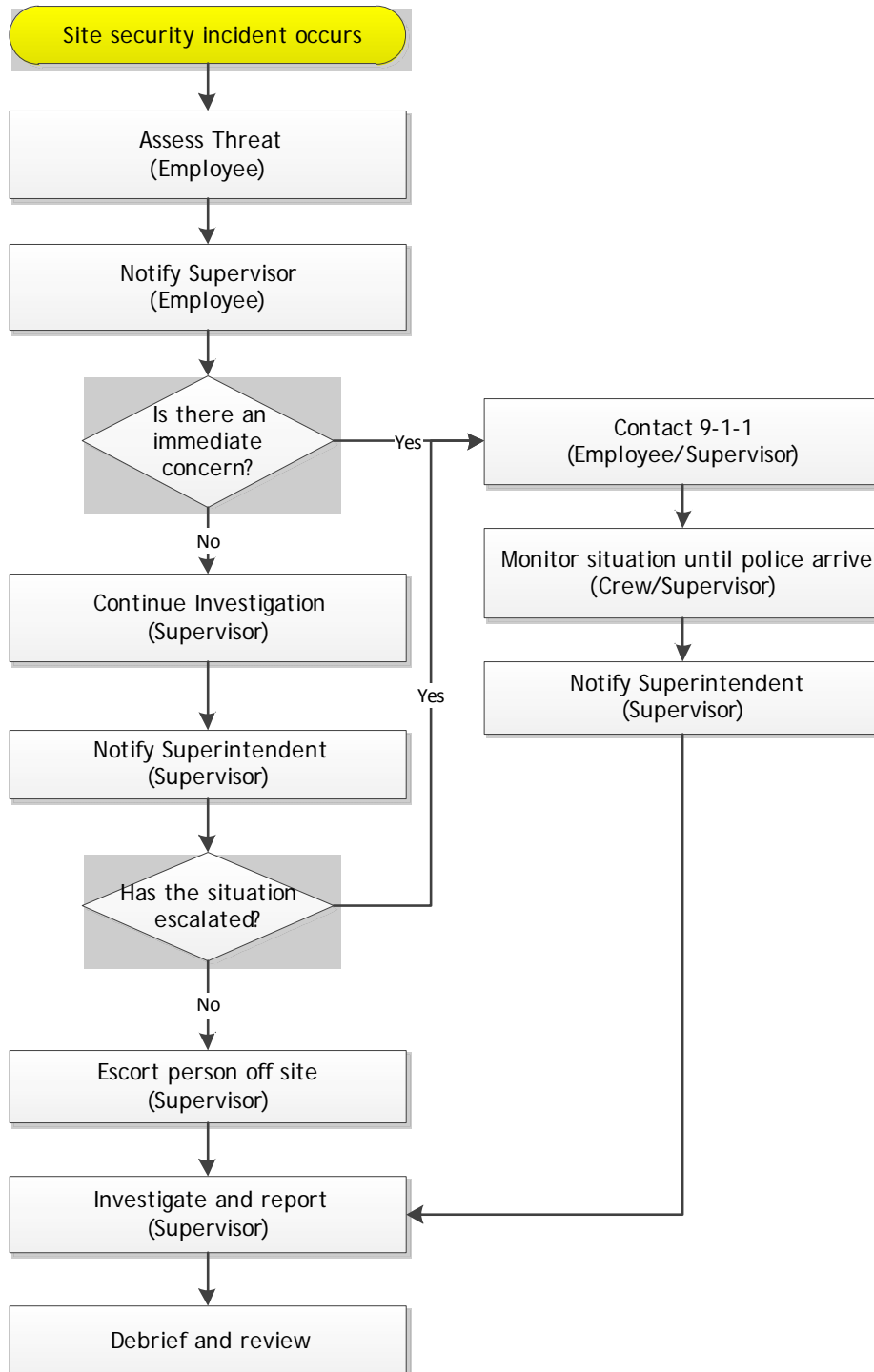
Scope

This emergency response procedure details the roles and responsibilities in the event of exposure to workplace violence and/or unapproved site access.

- Step 1 Notify your Supervisor and assess the threat.
- Step 2 If the threat is considered minimal, escort the person(s) off site.
- Step 3 If there is an immediate security or safety concern contact 9-1-1. Monitor the situation until the police have arrived. Ensure that details of the person(s) involved and the sequence of events are communicated to the police upon their arrival.
- Step 4 Notify both the branch and OHS Superintendents
- Step 5 Participate in the incident investigation as required.



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Bomb Threat

Scope

This emergency response procedure details the roles and responsibilities of the Employee in the event of a bomb threat to the site.

Written Threat

- Step 1 Cease all unnecessary handling of the letter/envelope. **DO NOT** throw out any envelope or paper - place into a bag or container.
- Step 2 Take note of the time and method of receipt of the letter. Notify your Supervisor immediately. Call 9-1-1 and report incident as soon as possible.

Verbal Threat

- Step 1 Keep the caller on the phone as long as possible and complete as much of the *Bomb Threat Checklist* as possible. **DO NOT** hang-up the phone - the call may be traceable even though the caller has hung-up.
- Step 2 Notify your Supervisor immediately. Call '911' and report incident as soon as possible.

Suspicious Package

- Step 1 **DO NOT** in any way touch, cover, handle or move any suspicious package or device found.
- Step 2 Get a good description of the object; size, color, markings without disturbing the item
- Step 3 Evaluate the threat.

NON-SPECIFIC THREAT

Threat details are vague or limited information provided. Examples:

- Phone caller makes threat & immediately hangs up
- Letter does not provide any additional information, other than a bomb has been placed

SPECIFIC THREAT

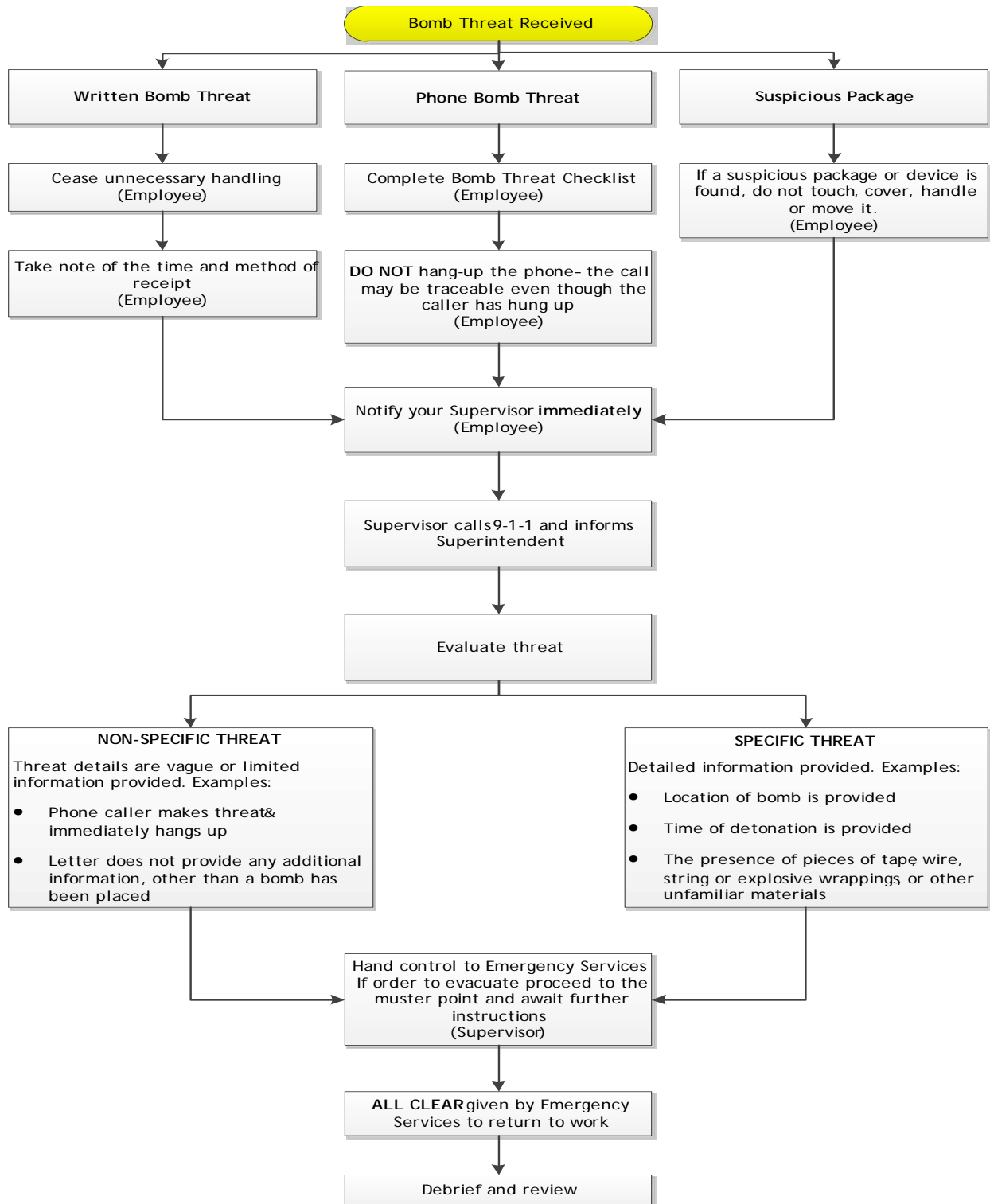
Detailed information provided. Examples:

- Location of bomb is provided
- Time of detonation is provided
- The presence of pieces of tape, wire, string or explosive wrappings, or other unfamiliar materials

- Step 4 Supervisor is to immediately notify the Superintendent (via a hardline telephone) and call for all personnel to muster to an external designated muster area away from all buildings and vehicles until further notice.
- Step 5 Hand control to Emergency Services and await further instructions
- Step 6 Ensure that everyone is accounted for. **DO NOT** leave the muster point until the **ALL CLEAR** has been given to return to work area.
- Step 7 Participate in the incident investigation as required



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Excavation Instability or Collapse

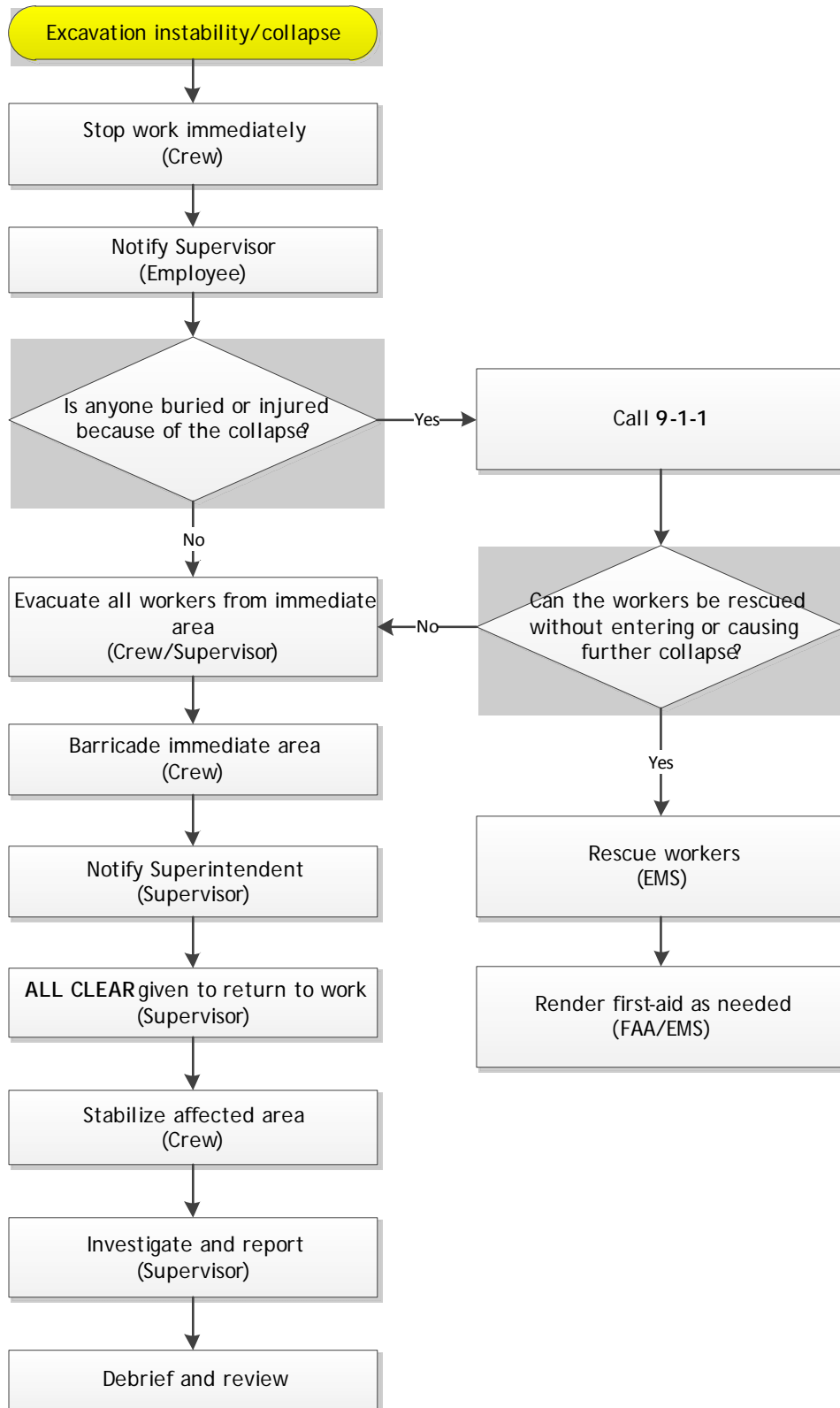
Scope

This emergency response procedure details the roles and responsibilities in the event of a structural instability or collapse on site

- Step 1 Cease work immediately and notify your supervisor.
- Step 2 Check to see if any worker is injured or caught under the collapse. Do a head count to check if anyone is missing.
- ONLY ENTER EXCAVATION FOR RESCUE IF TRAINED, AND IF NO POSSIBILITY OF FURTHER COLLAPSE IS EVIDENT**
- If someone is buried/missing contact 9-1-1 immediately.
- Step 3 Evacuate everyone from the area. Render first-aid as required.
- Step 4 Barricade the affected area at a safe distance away from the trench edge
- Step 5 Notify both your branch operation and OHS Superintendents and provide them a detailed description of the incident.
- Step 6 Once the ALL CLEAR has been given to return to work area, stabilize the affected area before continuing work.
- Step 7 Participate in the incident investigation as required.



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Utility Damage and Release

Scope

This emergency response procedure details the roles and responsibilities in the event of a gaseous release on site

Gas Line

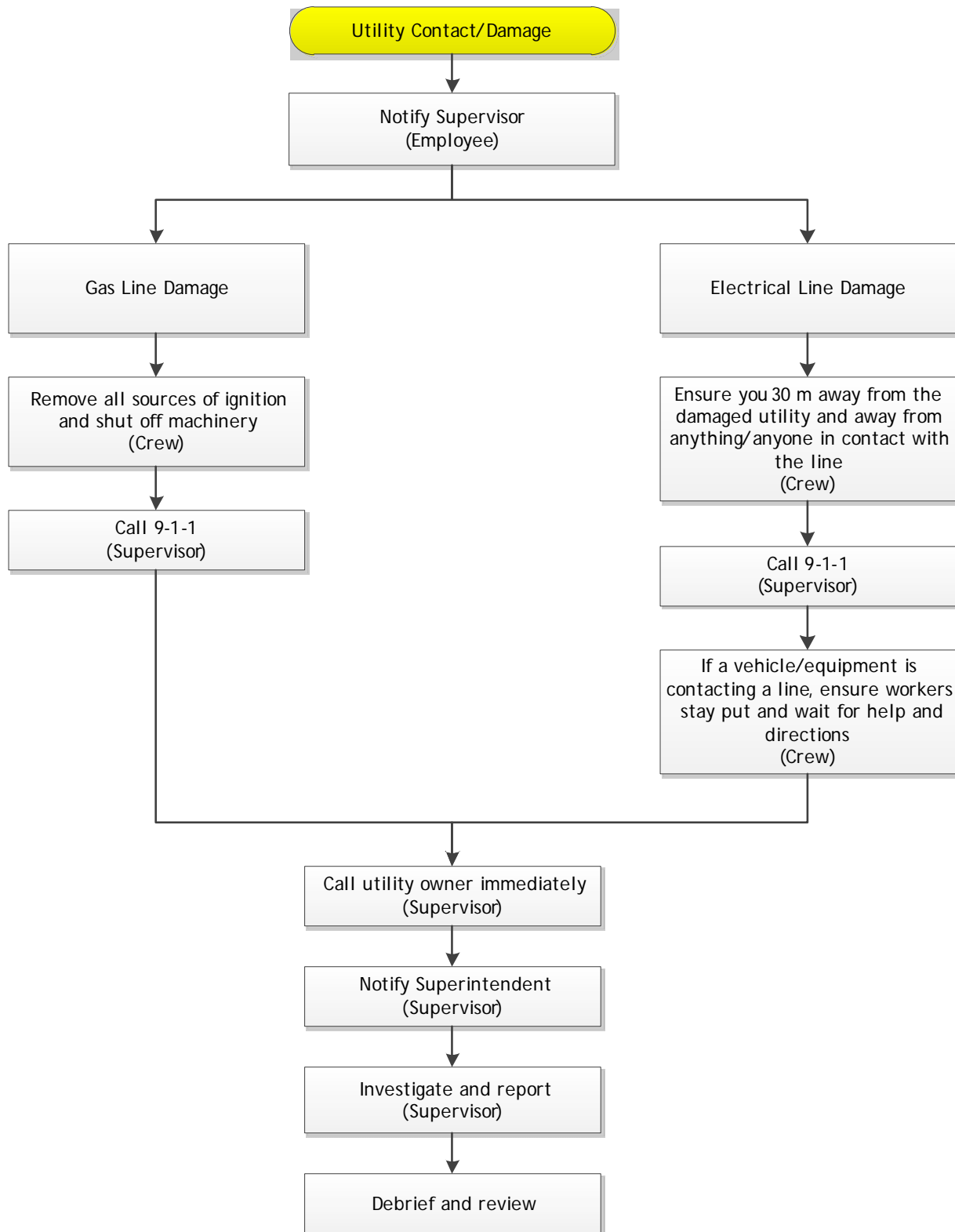
- Step 1 If a gaseous release on site, remove all sources of ignition and shut off machinery. Immediately notify Supervisor and contact 9-1-1 providing details regarding location and extent/nature of the gas release if known.
- Step 2 Notify FortisBC immediately (1-800-663-9911)
- Step 3 Secure the area and move 100 m (upwind if safe)
- Step 4 Notify Superintendent. . If an evacuation is required, Superintendent to notify neighbouring tenants
- Step 5 Once the 'All clear' notification from Fortis and Emergency Services is received all workers can return to work.
- Step 6 Initiate Recovery, Reporting and Notification processes (as required)
- Step 7 Debrief and review

Electrical Line Contact

- Step 1 Ensure all workers stay a safe distance away from the damaged utility and anything/anyone in contact with the line (10 m or 33 ft is a safe distance)
- Step 2 If a vehicle/equipment is contacting a line, ensure workers stay put and wait for help. Move or exit vehicle as a last resort only
- Step 3 Immediately notify utility owner of damage and/or release (BC Hydro 1-888-769-3766; CMBC 778-593-5525; Telus 604-310-2255).
- Step 4 Immediately notify Supervisor providing details regarding location and extent/nature of the overhead line contact if known
- Step 5 Initiate Recovery, Reporting and Notification processes (as required)
- Step 6 Debrief and review



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Attachments

- A *Site Evacuation Diagram*
- B *Emergency Equipment List*
- C *Emergency Risk Assessment*
- D *Site First Aider Register*