



## REQUEST FOR QUOTATION

SUPPLY, DELIVERY, AND PLACEMENT OF CELLULAR CONCRETE

RFQ No. PS20190809

Issue Date: Friday, June 14, 2019

Issued by: City of Vancouver (the "City")

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Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on Friday, June 28, 2019 (the “Closing Time”).

**QUOTATIONS WILL NOT BE PUBLICLY OPENED.**

**NOTES:**

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
  - Subject of the file to be: PS20190809 – Supply, Delivery, and Placement of Cellular Concrete - Vendor name.
  - Document format for submissions:
    - PDF format – 1 combined PDF file.
  - Zip the files to reduce file size if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. All queries related to this RFQ should be submitted in writing to the attention of:

**Brian Brennan, Contracting Specialist**

Email: [brian.brennan@vancouver.ca](mailto:brian.brennan@vancouver.ca)

(the “Contact Person”)

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SUPPLY, DELIVERY, AND PLACEMENT OF CELLULAR CONCRETE  
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## **INSTRUCTIONS TO VENDOR**

### **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 the supply of materials, delivery, production, placement of approximately 2700 cubic metres of lightweight self-compacting flowable closed cell cellular concrete during the construction of new sanitary and storm sewer by City of Vancouver Sewer Operations Crews.
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 4.
- 1.5 Vendors should submit quotations via email in accordance with the above submission instructions and in the format 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.
- 1.6 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 Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

### **2.0 COMPLIANCE WITH CITY POLICY**

- 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 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 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 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 between approximately July 2, 2019 and July 12, 2019; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include the taxes required to be included under Section 4.1 above as well as all 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 or the performance of the applicable services.
- 4.4 Prices are to be quoted in Canadian currency.

#### **5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): on Nanaimo Street and Venables Street, British Columbia:

- Nanaimo Street: Venables Street to Pender Street
- Venables Street: Kamloops Street to Garden Drive
- Lane East of Nanaimo Venables to Parker,

or to such other addresses as are specified in a City contract.

#### **6.0 DELIVERY TIMES OR WORK SCHEDULES**

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. Any contract as a result of the RFQ is anticipated to be from July 2019, through February 2020 with a possible six (6) month extension at the sole discretion of the City.

#### **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 4; 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.
- 8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

#### **9.0 CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 4. Prior to entry into any contract the successful vendor will be required to complete the

Contractors PreContract Hazard Assessment, as appended to the sample contract in Appendix 4.

- 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 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 goods/services 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.

#### **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 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 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 should complete, sign and attach to its quotation the insurance form(s) included as Appendix 3.
- 14.2 In addition, each vendor should include with its quotation a letter confirming its current WorkSafeBC registration.



**QUOTATIONS FORM**

**ATTENTION: BRIAN BRENNAN, CONTRACTING SPECIALIST**

**FROM:** \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Name)

**SUBJECT: REQUEST FOR QUOTATIONS NO. PS20190809 (THE "RFQ")**

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.

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**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.)*

Item	Description	Unit	Qty	Unit Rate (including PST)	Amount (including PST)
1.	General Conditions and Requirements	LS	1		\$
2.	Supply, Delivery and Placement of Cellular Concrete – Monday to Friday from 7am to 5pm	Cubic metre	2000		\$
3.	Supply, Delivery and Placement of Cellular Concrete – Saturdays from 7am to 5pm	Cubic metre	700		
3.	Mobilization and Demobilization of Plant. Equipment and personnel necessary for Cellular Concrete Placement	Ea	15		\$
4.	Provision of all lightweight self-compacting flowable closed cell cellular concrete testing requirements, quality control, reporting and miscellaneous testing procedures.	50 Cubic metres	54		
19.	<b>Subtotal (including all PST)</b>				\$
20.	GST (5%)				\$
21.	<b>Quotation Price (including all costs, taxes and fees)</b>				\$ (including PST and GST)

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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.	_____, in accordance with the specifications or scope set out below.	\$			\$
2.	_____, in accordance with the specifications or scope set out below.	\$			\$
3.	_____, in accordance with the specifications or scope set out below.	\$			\$
4.	_____, in accordance with the specifications or scope set out below.	\$			\$
<b>GST should not be included in prices but prices should be inclusive of all PST.</b>				<b>TOTAL</b>	<b>\$</b>

*DESCRIPTIONS OF GOODS AND SERVICES:*

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*(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)*

**3.0 TIME LIMITATIONS ON PRICING:**

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*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

#### 4.0 TIMES AND SCHEDULING

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*(For each call out/mobilization during the term of the Agreement, indicate how much lead time is required. The City's preference is for a 24 hour lead time for each call out/mobilization)*

#### 5.0 MANDATORY REQUIREMENTS

Vendors must confirm that they meet the mandatory requirements below.

Vendors and/or their proposed subcontractors undertaking the cellular concrete work shall comply with the minimum following criteria (check each box below to confirm that the below criteria are met):

- The Vendor or subcontractor has 5+ years in the cellular concrete business
- The Vendor or subcontractor shall have a record of experience in excess of 10 similar cellular concrete placing applications with engineered stamped compressive strength reports that prove the quality of work has been achieved in these applications.
- The Vendor or subcontractor must be capable of developing a mix design, batching, mixing, handling, and placing cellular concrete.
- The Vendor or subcontractor shall be certified by the manufacturer of the foaming agent and regularly engaged in the production and placement of cellular concrete.
- Provide an experienced Superintendent and Foreman as per the below:
  - **Experience of the Superintendent:**
    - 5+ years in production and placement of cellular concrete works
    - Must have supervised at least two (2) projects in the last 5 years in similar cellular concrete placing applications
    - Must be fully qualified and thoroughly trained and experienced in the production, placement and quality control of cellular concrete with certificates verifying their qualifications and training.
  - **Experience of the Foreman:**
    - 5+ years in production and placement of cellular concrete works
    - 2+ years operating the type of cellular concrete equipment proposed for this project

- Must be fully qualified and thoroughly trained and experienced in the production, placement and quality control of cellular concrete with certificates verifying their qualifications and training.

**6.0 SUPPLIER AND WORKPLACE DIVERSITY**

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

<p>In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	
<p><b>Majority owned/controlled/ by:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Women</li> <li><input type="checkbox"/> Indigenous Peoples</li> <li><input type="checkbox"/> Non-Profit/Charity (Social Enterprise)</li> <li><input type="checkbox"/> Coop</li> <li><input type="checkbox"/> Community Contribution Corporation (3C/CCC)</li> <li><input type="checkbox"/> Ethno-cultural Persons</li> <li><input type="checkbox"/> People with Disabilities</li> <li><input type="checkbox"/> LGBTQ+</li> <li><input type="checkbox"/> Other: please indicate</li> </ul>	<p><b>Social / Environmental Certifications</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> BCorp</li> <li><input type="checkbox"/> BuySocial</li> <li><input type="checkbox"/> Supplier Diversity Certification</li> <li><input type="checkbox"/> Fairtrade</li> <li><input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)</li> <li><input type="checkbox"/> Other: please indicate</li> </ul>

<p>As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). <i>Confidential &amp; for information only</i></p>
<p><b>Workforce Diversity:</b></p> <ul style="list-style-type: none"> <li>% Women</li> <li>% Indigenous Peoples</li> <li>% Ethno-cultural People</li> <li>% People with Disabilities</li> <li>% LGBTQ+</li> <li>% Other: please indicate</li> </ul>

**7.0 TERMS OF PAYMENT**

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*(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)*

**8.0 CONFLICTS/COLLUSION/LOBBYING**

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*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

**9.0 OTHER INFORMATION**

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*(Please set forth in this Section 9.0 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 4. Add additional pages as necessary.)*

**10.0 TERMS AND CONDITIONS**

The vendor should print, sign and scan this form for submission to the city via email in accordance with the instructions for submission provided above. 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 4 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 3 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 4 would be acceptable to it, or it has noted required deviations above.

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

Signature of Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

## **APPENDIX 1 – REQUIREMENTS**

### **1. Background**

City of Vancouver is undertaking 680 metres of sewer renewal works on Nanaimo Street between Parker Street and Pender Street to replace and upgrade our existing storm and sanitary sewer trunks. The sewer renewal works include the excavation of the new sewer alignment, installation of new concrete and pvc sewer pipe and backfilling the excavation to the existing road surface.

A Geotechnical investigation undertaken during the project design phase identified areas of poor ground conditions (peat and soft clays) along the proposed sewer alignment. Lightweight Self-Compacting Flowable Closed Cell Cellular Concrete (cellular concrete) was incorporated in to the backfill specification by the City's Geotechnical Engineering Consultant to mitigate future potential settlement of the new sewer pipe in areas where the proposed sewer excavation encounters poor ground conditions.

### **2. Description of the Works**

The Supplier shall be able to provide the following work identified herein, including but not limited to:

- (a) Supply, produce and place the cellular concrete consistent with the Specifications.
- (b) The Supplier will place cellular concrete directly onto the City prepared subgrade in the sewer trench and backfill the trench from the depth of the prepared subbase to 0.55 metres from the top of the asphalt surface at the sides of the trench. The dimensions of the cellular concrete fill placement will vary between 2.5 to 4.5 metres wide and 1.0 to 1.5 metres thick depending on the fill location. The length of each cellular concrete fill placement will vary depending on site ground conditions, weather, shoring length and coordination with other construction activities at the site.
- (c) Placement of the cellular concrete will be conducted by the Supplier in coordination with other works undertaken simultaneously on site by the City Crew.
- (d) The Supplier will place cellular concrete as and when requested during the course of the City's sewer construction works.
- (e) The Supplier must mobilize and demobilize their equipment on and off the project site each placement event. The City anticipates that the new sewer works will be backfilled with cellular concrete in 2 or 3 segments per street block.

### **3. Lead-Times/Schedule**

- (i) The complete and on-time delivery of each order is crucial.
- (ii) The City's preference is to have the shortest delivery time.
- (i) The Supplier should be able to deliver, produce and place cellular concrete to the Work Site with lead-times set out below:
  - Standard Business Hour Delivery: twenty four (24) hours from the time of confirmation.
- (iii) Standard Business Hours: Monday – Friday, 7:00 a.m. between 5:00 p.m.
- (iv) Non-business Hours (emergency) services may be required on weekdays (before 7:00 a.m. and after 5:00 p.m.), Saturdays, Sundays and Statutory Holidays.
- (v) The work is expected to begin in July 2019 and end in February 2020.

#### **4. Safety – Regulation, Guidelines and Operation**

(a) Fleet and Equipment

- (i) shall be properly serviced and fully inspected prior operation;
- (ii) operated by fully qualified personnel;
- (iii) operate safely to avoid accidental release, damages or injuries; and
- (iv) Fleet and/or Delivery Vehicle(s) shall be equipped with audible and/or other backup warning system.

(b) Prime Contractor

- (i) The City is Prime Contractor under the Workers Compensation Act. The Supplier will assume responsibility for their portion of the work and comply with the Prime Contractor's health and safety plan.

(c) Safe Operating Procedures, Regulations and Guidelines

- (ii) The Supplier shall conduct the services in a safe manner, including but not limited to:

- the use of appropriate personal protective equipment;
- receiving health and safety training appropriate to the industry, including hazard identification and safe operating procedures and guidelines; and
- compliance to the latest WorkSafeBC, provincial and municipal guidelines and regulations.

- (iii) The Supplier shall observe site hazards identified, including but not limited to:

- Owner's Anticipated Workplace Hazards; and
- Pre-contract Hazard Assessment.

(d) Clean-up

- (i) The Supplier shall:

- clean-up and remove all debris from the premises related to their work; and
- leave the premises in a condition acceptable to the City.

#### **5. Specifications**

- (a) Available separately and incorporated by reference are the technical specifications titled Nanaimo Lightweight Specifications.

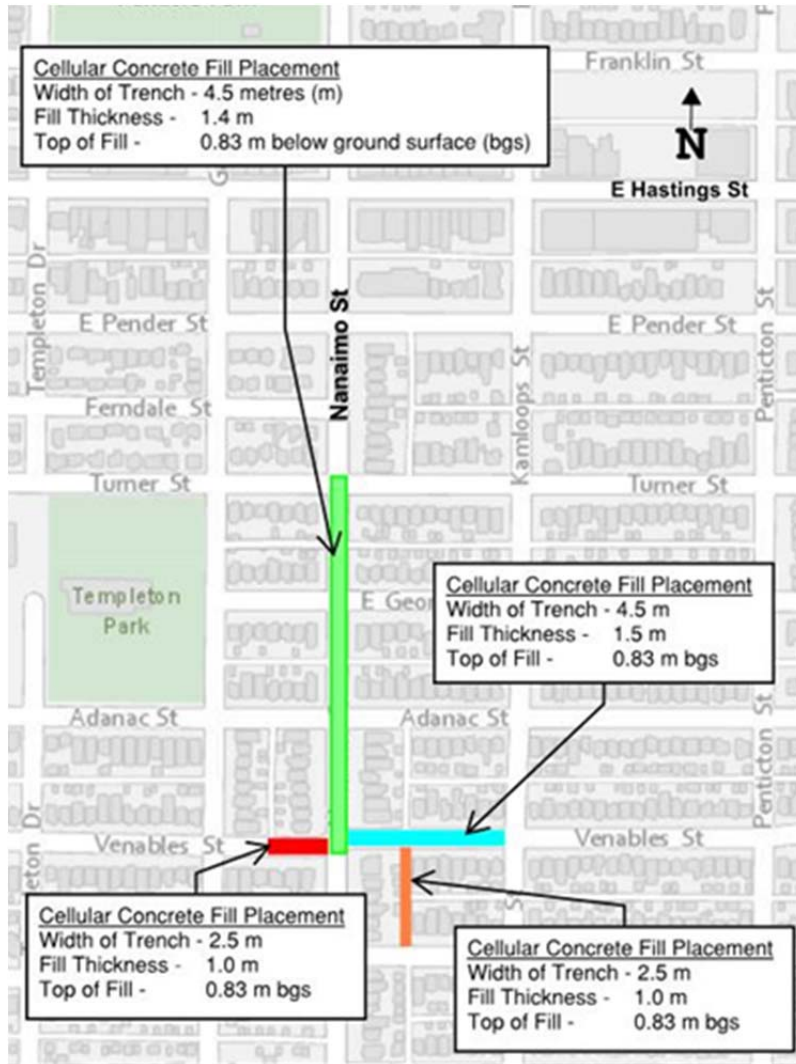
#### **6. Location**

- (a) This work site is located at Nanaimo Street and Venables Street, British Columbia:

- Nanaimo Street: Venables Street to Pender Street
- Venables Street: Kamloops Street to Garden Drive
- Lane East of Nanaimo Venables to Parker



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**APPENDIX 2 – 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](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: \_\_\_\_\_

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**APPENDIX 3 – INSURANCE FORMS**

Appendix 3



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

DESCRIPTION OF OPERATION  
RFQ PS20190809 SUPPLY DELIVERY AND PLACEMENT OF CELLULAR CONCRETE

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 \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

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** **Limits of Liability**  
INSURER \_\_\_\_\_ Per Occurrence/Claim \$ \_\_\_\_\_  
POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Occurrence/Claim \$ \_\_\_\_\_  
*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:* \_\_\_\_\_

8. **OTHER INSURANCE** **Limits of Liability**  
TYPE OF INSURANCE \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
INSURER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
POLICY NUMBER \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_  
POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_  
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 \_\_\_\_\_

**APPENDIX 4 – FORM OF AGREEMENT**

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**CONSTRUCTION SERVICES AGREEMENT**  
**PS20190809 SUPPLY, DELIVERY, AND PLACEMENT OF CELLULAR**  
**CONCRETE**

THIS AGREEMENT is made as of <[REDACTED]>

BETWEEN:

<[REDACTED] **SUPPLIER NAME**>, a <[REDACTED] corporation> organized under the laws of <[REDACTED]> and having an office at <[REDACTED]>

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of supplying cellular concrete;

AND WHEREAS the City wishes to procure cellular concrete from the Supplier upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

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## ARTICLE 1 INTERPRETATION


### 1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (c) **“Certificate of Completion”** means a certificate issued by the City, which shall confirm the Supplier’s completion of the Supply under and in accordance with this Agreement and shall include, or meet the requirements for, a certificate of completion pursuant to the *Builders Lien Act* (British Columbia) if the City determines that is required;
- (d) **“City’s Manager”** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 4;
- (e) **“Consent”** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any competent authority in connection with the Supply or the Site;
- (f) **“Contract Price”** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
- (g) **“Defect”** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (h) **“Documentation”** means calculations, drawings, designs, plans, records, reports, documents, papers, photos, models, deliverables, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (i) **“Effective Date”** has the meaning ascribed to such term in Section 2.1;
- (j) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement,

deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

- (k) **“Environmental Law”** means any Law which imposes any obligations relating to:
- (i) the protection, management, conservation or restoration of the natural environment;
  - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
  - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (l) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any competent authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (m) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any competent authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (n) **“OHS Requirements”** means all Laws applicable to the Supply and related to occupational health or safety, and all city policies of which notice has been given to the Supplier that relate to occupational health or safety, and includes without limitation the WCA;
- (o) **“Parties”** means the City and the Supplier and **“Party”** means one of them or either of them, as the context requires;
- (p) **“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

- (q) **“Representative”** means an official, officer, employee, agent, subcontractor or other representative of a Party, or any other person for whom the Party is responsible;
- (r) **“Safety Incident”** means:
- (i) a failure by the Supplier to comply with any OHS Requirements; or
  - (ii) any hazard, incident or accident caused by the Supplier.
- (s) **“Sales Tax”** has the meaning ascribed to such term in Section 10.1;
- (t) **“Site”** means each of the worksites at which the Supply shall be performed , as shown in Schedule D> and each other place where the Supply is performed;
- (u) **“Supplier’s Manager”** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 4;
- (v) **“Supply”** means the goods, services and works described in Schedule A, which are to be provided to the City by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;
- (w) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a competent authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;



- (x) "Time(s) for Completion" means the time(s) stated in Schedule C by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (y) "Variation" has the meaning ascribed to such term in Section 3.6(a); and
- (z) "WCA" means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

## 1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

## 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof; and
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record.

## 1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Time Schedule for Supply
Schedule D	Site
Schedule E	Owners List of Known Workplace Hazards
Schedule F	Contractors Pre-Work Hazard Identification

## ARTICLE 2 EFFECTIVENESS

### 2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

### 2.2 Term

Unless earlier terminated pursuant to ARTICLE 8, this Agreement shall terminate upon the completion of the Supply in accordance herewith or on such later date as the Parties may agree in writing.

## ARTICLE 3 SUPPLY; GENERAL TERMS

### 3.1 Supply

- (a) The Supplier shall provide the Supply to the City, in accordance with the directions of the City and in conformity with this Agreement and the City's Supplier Code of Conduct available at [\[redacted\]](#).
- (b) Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

### 3.2 Standards and Requirements

The Supplier shall provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services) and Schedule C (Time Schedule for Supply), and the instructions of the City;
- (c) the city policies of which notice has been given to the Supplier; and
- (d) industry best practice,

and the Supplier shall comply with the standards and requirements in Sections 3.2(a) to (d) in the order of priority in which such standards or requirements are listed (with Section 3.2(a) being of highest priority).

### 3.3 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

### 3.4 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) The Supply shall, when completed, be without defects or imperfections and shall function correctly and adequately and without any need of repair or improvement for at least <[redacted]> year <[redacted]s> following the completion of the Supply or such defects, imperfections or failures to function correctly and adequately, shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (a) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <[redacted]> year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (b) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (e) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.4 or to evidence the Supplier's compliance with this Section 3.4, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.4.

### 3.5 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its

own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties.

- (b) The City is not bound to treat the Supplier as its exclusive supplier of any goods or services.
- (c) It is the intention of the Parties that any personnel utilized or supplied by the Supplier hereunder shall remain employees of the Supplier for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

### 3.6 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in the schedules hereto shall constitute a "Variation" and shall be governed by and subject to this Section 3.6.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter:
  - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
  - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, which such agreement must be evidenced in writing.

### 3.7 Defects and Acceptance

- (a) When, in the Supplier's judgement, the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such review of the Supply as the City reasonably deems necessary.
- (b) If the review described in the foregoing Section 3.7(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) When the City is reasonably satisfied that the Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (e) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.7(d).

### 3.8 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its fixture to any part of the Site; and
  - (iii) in the case of a good or material, its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.8, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each

good, work or improvements supplied hereunder and each material used in connection with the Supply, until the Certificate of Completion has been issued.

## ARTICLE 4 CONTRACT MANAGERS

### 4.1 City's Managers

- (a) The City hereby designates each of <redacted> and <redacted> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 4.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

### 4.2 Supplier's Managers

- (a) The Supplier hereby designates each of <redacted> and <redacted> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

### 4.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

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**ARTICLE 5**  
**SUPPLIERS' WARRANTIES AND COVENANTS**

**5.1 General Representations and Warranties**

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a <[redacted] corporation> duly organized, validly existing and in good standing under the laws of <[redacted]> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply; and
- (e) the Supplier is fully experienced in the carrying out of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply.

**5.2 General Health and Safety-Related Acknowledgements and Covenants**

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives;
- (b) prior to their attendance at the Site, deliver to each of its Representatives copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance requirements, and provide to the City copies of any notices, correspondence or directions issued by any government or competent authority relating to health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other

incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation; and

- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require.

### 5.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any person employed or engaged by the Supplier violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City first and subsequently to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 5.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

### 5.4 Covenants Regarding the Environment

- (a) The Supplier shall:
  - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Site;
  - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense; and
  - (iii) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.



- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the Site, any Hazardous Substances unless such Hazardous Substances are:
- (i) reasonably required to carry out the Supply; and
  - (ii) brought or stored or permitted to be used at the Site in compliance with all Laws (including Environmental Laws).

The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Site or the environment by the Supplier or its Representatives, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from the Site, or in the vicinity of the Site.

#### 5.5 Further Covenants Regarding the Site

- (a) The Supplier shall:
- (i) at its sole cost, keep any portion of the Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
  - (ii) not to do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.
- (b) The Supplier acknowledges the list of workplace hazards attached as Schedule E, and covenants to carry out the Supply in a manner conscientious of such hazards so as to avoid any harm or ill effect as a result of such hazards. The Supplier furthermore acknowledges and agrees that it shall bear the responsibilities assigned to it in the separate, completed hazard identification form attached as Schedule F.
- (c) The Supplier affirms and agrees that, in the event of any conflict between any part of Schedule F and any other provision of this Agreement, including any other schedule to this Agreement, such that it is not possible for the Supplier to comply with both such part of Schedule F and such other provision of this Agreement, the Supplier shall comply only with such conflicting part or provision as imposes the greater responsibility or higher standard upon the Supplier.

#### 5.6 Covenants Against Encumbrances

- (a) The Supplier shall keep the Site, and each part thereof, and each good included in the Supply, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall

cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.

- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 5.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable competent authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 5.6(b).

## ARTICLE 6 PAYMENT; AUDITS

### 6.1 Payment to the Supplier

- (a) Subject to ARTICLE 8 and Section 6.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 6.2(b) and Section 6.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
  - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
  - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia)) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes

of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

- (e) The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

## 6.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) an itemized list of the amounts owing;
  - (ii) the date of the invoice and the time period to which the invoice relates;
  - (iii) a description of the portion of the Supply to which the invoice relates;
  - (iv) the total amounts payable under the invoice and details of any applicable taxes;
  - (v) any City purchase order number;
  - (vi) all supporting documentation relating to disbursements; and
  - (vii) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

## 6.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca), or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

#### 6.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

#### 6.5 Audits

The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier at any time prior to the expiry of 365 days after completion of the Supply or earlier termination of this Agreement.

#### 6.6 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

### ARTICLE 7 LIABILITY AND INSURANCE

#### 7.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with any negligent act or omission, any wilful misconduct, or any breach of Law or this Agreement, of the Supplier or any Representative of the Supplier.
- (b) Nothing in this Section 7.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to the City, including without limitation any liability for:
- (i) the Supplier's deliberate default, fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 7.1 and the City accepts such appointment.

## 7.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$2,000,000 per occurrence and at least \$2,000,000 of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 7.2(a).
- (c) The cost of the insurances arising under this Section 7.2 shall be deemed to be incorporated into the prices specified in Schedule B.
- (d) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 7.2 have been taken out and are being maintained.

## ARTICLE 8 TERMINATION

### 8.1 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 8.1(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case

within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.

- (d) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

## 8.2 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

## 8.3 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - (ii) return (or destroy if otherwise directed by the City in writing) all City information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or

repossessed, the Supplier shall be solely responsible for its or their safe-keeping; and

- (iv) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.04(a) and its reasonable demobilization costs, up to a maximum of \$2,000, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

#### **8.4 Other Surviving Rights and Liabilities of Parties**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.4, 6.5 and ARTICLE 7 shall remain in force.

### **ARTICLE 9 ASSIGNMENT AND SUBCONTRACTING**

#### **9.1 Assignment**

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

#### **9.2 Subcontracting**

- (a) The Supplier shall not subcontract any part of the Supply without the written consent of the City.
- (b) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

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## ARTICLE 10 TAXES

### 10.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party; provided, however, that all Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of goods or services within Canada hereunder are included in the Contract Price, unless, and to the extent, it is clearly stated that they are intended to added to the Contract Price.

## ARTICLE 11 MISCELLANEOUS

### 11.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

### 11.2 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 11.2(a) or 7.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

### 11.3 Entire Agreement

- (a) This Agreement and the Specifications constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

### 11.4 Amendments and Waiver

Subject to Section 3.6, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.



## 11.5 Notices

(a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including as designed in writing hereinbelow) at the relevant address or facsimile number listed below:

(i) if to the Supplier:

<☒ Supplier Name>  
<☒ address>

Attention: <☒ >  
Facsimile: <☒ >  
Email: <☒ >

(ii) if to the City:

**City of Vancouver**  
<☒ Department>  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: <☒ >  
Facsimile: <☒ >

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 6.3 or as otherwise specified in the relevant City purchase order.

(b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 11.5(a) shall be conclusively deemed to have been given:

(i) if given by personal delivery, on the day of actual delivery thereof;

(ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

#### **11.6 Governing Law and Jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except to the extent necessary to enforce, in another jurisdiction, any judgment of any court in the Province of British Columbia.

#### **11.7 No Promotion**

The Supplier shall 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 without the express prior written consent of the City (except as may be necessary for the Supplier to perform its obligations under this Agreement). The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

#### **11.8 Counterparts**

This Agreement may be executed in counterparts. Such counterparts, taken together, constitute one instrument.

[The remainder of this page is intentionally left blank.]

**11.9 Electronic Execution**

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

**11.10 Voluntary Agreement**

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

< SUPPLIER NAME >

\_\_\_\_\_  
Signature

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

CITY OF VANCOUVER

\_\_\_\_\_  
Signature

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

## SCHEDULE A SCOPE OF GOODS AND SERVICES

### 1. Background

City of Vancouver is undertaking 680 metres of sewer renewal works on Nanaimo Street between Parker Street and Pender Street to replace and upgrade our existing storm and sanitary sewer trunks. The sewer renewal works include the excavation of the new sewer alignment, installation of new concrete and pvc sewer pipe and backfilling the excavation to the existing road surface.

A Geotechnical investigation undertaken during the project design phase identified areas of poor ground conditions (peat and soft clays) along the proposed sewer alignment. Lightweight Self-Compacting Flowable Closed Cell Cellular Concrete (cellular concrete) was incorporated in to the backfill specification by the City's Geotechnical Engineering Consultant to mitigate future potential settlement of the new sewer pipe in areas where the proposed sewer excavation encounters poor ground conditions.

### 2. Description of the Works

The Supplier shall be able to provide the following work identified herein, including but not limited to:

- (a) Supply, produce and place the cellular concrete consistent with the Specifications.
- (b) The Supplier will place cellular concrete directly onto the City prepared subgrade in the sewer trench and backfill the trench from the depth of the prepared subbase to 0.55 metres from the top of the asphalt surface at the sides of the trench. The dimensions of the cellular concrete fill placement will vary between 2.5 to 4.5 metres wide and 1.0 to 1.5 metres thick depending on the fill location. The length of each cellular concrete fill placement will vary depending on site ground conditions, weather, shoring length and coordination with other construction activities at the site.
- (c) Placement of the cellular concrete will be conducted by the Supplier in coordination with other works undertaken simultaneously on site by the City Crew.
- (d) The Supplier will place cellular concrete as and when requested during the course of the City's sewer construction works.
- (e) The Supplier must mobilize and demobilize their equipment on and off the project site each placement event. The City anticipates that the new sewer works will be backfilled with cellular concrete in 2 or 3 segments per street block.

### 3. Lead-Times/Schedule

- (i) The complete and on-time delivery of each order is crucial.
- (ii) The City's preference is to have the shortest delivery time.
- (i) The Supplier should be able to deliver, produce and place cellular concrete to the Work Site with lead-times set out below:
  - Standard Business Hour Delivery: twenty four (24) hours from the time of confirmation.
- (iii) Standard Business Hours: Monday - Friday, 7:00 a.m. between 5:00 p.m.
- (iv) Non-business Hours (emergency) services may be required on weekdays (before 7:00 a.m. and after 5:00 p.m.), Saturdays, Sundays and Statutory Holidays.
- (v) The work is expected to begin in July 2019 and end in February 2020.

### 4. Safety - Regulation, Guidelines and Operation

- (a) Fleet and Equipment

- (i) shall be properly serviced and fully inspected prior operation;
  - (ii) operated by fully qualified personnel;
  - (iii) operate safely to avoid accidental release, damages or injuries; and
  - (iv) Fleet and/or Delivery Vehicle(s) shall be equipped with audible and/or other backup warning system.
- (b) Prime Contractor
- (i) The City is Prime Contractor under the Workers Compensation Act. The Supplier will assume responsibility for their portion of the work and comply with the Prime Contractor's health and safety plan.
- (c) Safe Operating Procedures, Regulations and Guidelines
- (ii) The Supplier shall conduct the services in a safe manner, including but not limited to:
    - the use of appropriate personal protective equipment;
    - receiving health and safety training appropriate to the industry, including hazard identification and safe operating procedures and guidelines; and
    - compliance to the latest WorkSafeBC, provincial and municipal guidelines and regulations.
  - (iii) The Supplier shall observe site hazards identified, including but not limited to:
    - Owner's Anticipated Workplace Hazards; and
    - Pre-contract Hazard Assessment.
- (d) Clean-up
- (i) The Supplier shall:
    - clean-up and remove all debris from the premises related to their work; and
    - leave the premises in a condition acceptable to the City.

## 5. Specifications

- (a) Available separately and incorporated by reference are the technical specifications titled Nanaimo Lightweight Specifications.

## 6. Location

- (a) This work site is located at Nanaimo Street and Venables Street, British Columbia:
  - Nanaimo Street: Venables Street to Pender Street
  - Venables Street: Kamloops Street to Garden Drive
  - Lane East of Nanaimo Venables to Parker

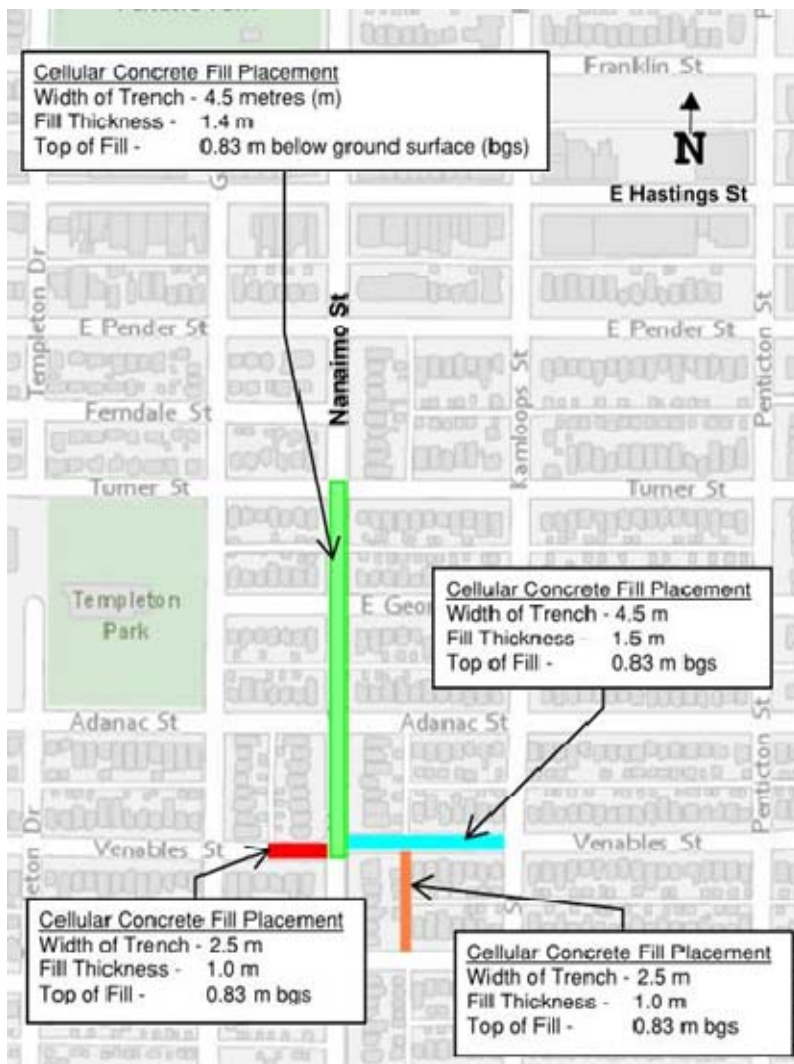
**SCHEDULE B  
PRICES FOR SUPPLY**

The above prices are inclusive of all PST, including PST on materials, and all other Sales Tax, except for GST on the Supply. Only GST assessed by the federal government upon the sale of the Supply hereunder shall be charged to the City in addition to the above prices.

For purposes hereof, "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, and "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.

SCHEDULE C  
TIME SCHEDULE FOR SUPPLY

### SCHEDULE D SITE





SCHEDULE E -  
OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Owners List of Known Workplace Hazards

**CONTRACT TITLE NANAIMO SEWER RENEWAL PROJECT - SUPPLY AND PLACEMENT OF LIGHTWEIGHT SELF-COMPACTING FLOWABLE CLOSED CELL CELLULAR CONCRETE**

**PROJECT MANAGER (CITY EMPLOYEE) BOB DEVLIN**

**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
<p><b>1. ASBESTOS-CONTAINING MATERIALS</b> - 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.</p>	<p>Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)</p>
<p>a) Asbestos containing materials (ACM) will be encountered</p>	<p>N</p>
<p>b) A hazardous materials assessment for asbestos is provided in the tender package</p>	<p>N</p>
<p>c) A hazardous materials assessment for asbestos is the responsibility of the contractor</p>	<p>Y</p>

<p><b>2. LEAD-CONTAINING MATERIALS</b> - 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.</p>	<p>Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)</p>
<p>a) Inorganic lead-containing materials may be encountered</p>	<p>N</p>
<p>b) A hazardous materials assessment for lead is provided in the tender package</p>	<p>NA</p>
<p>c) A hazardous materials assessment for lead is the responsibility of the contractor</p>	<p>Y</p>

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

<b>4. CONFINED SPACES</b> - 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) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	N
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	NA
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y

<b>5. LOCK OUT</b> - 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) Lockout will be required to isolate or prevent the unexpected release of energy (electrical - potential arc flash or electrical shock, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	NA
b) Work will be performed on or near energized equipment, lines, or circuits	Y

If yes to a) or b) describe:

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<p><b>6. FALL PROTECTION</b> - 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</p>
<p>b) Scaffolding or ladders will be required to be secured to a building or structure</p>	<p>NA</p>

<p><b>7. OVERHEAD AND UNDERGROUND UTILITIES</b> - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) There will be electrical hazards (arc flash and/or electrical shock) associated with overhead power lines such as limits of approach and contact or underground utilities</p>	<p>Y</p>
<p>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)</p>	<p>N</p>
<p>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</p>	<p>Y</p>
<p>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</p>	<p>Y</p>

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?

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


<p><b>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS</b> (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</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</p>

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

Dusts from material excavation, backfill placement and construction traffic

<p><b>10. NOISE - (existing work processes only)</b></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</p>

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
a)
b)
c)

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Bob Devlin	
Project Manager Signature: 	Date: June 10, 2019
Title: Sewer Renewal Program Manager	Phone: 604-679-9249

SCHEDULE F -  
CONTRACTORS PRE-WORK HAZARD IDENTIFICATION

**Contractors Pre-Work Hazard Identification**

CONTRACT TITLE \_\_\_\_\_

PROJECT MANAGER (CITY EMPLOYEE) \_\_\_\_\_

CONTRACTOR REPRESENTATIVE \_\_\_\_\_

CONTRACT NAME & # \_\_\_\_\_

**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
<p><b>1. ASBESTOS-CONTAINING MATERIALS</b> - 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.</p>	Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
d) 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
e) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
f) We have a written Asbestos Program <b>(D)</b>	Y N NA
g) 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

<p><b>2. LEAD-CONTAINING MATERIALS</b> - 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.</p>	Yes (Y) No (N) or Not Applicable (NA)
d) 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



e) We will provide a written hazardous materials assessment for lead	Y N NA TBD
f) We have a written exposure control program for Lead <b>(D)</b>	Y N NA

<b>3. OTHER HAZARDOUS MATERIALS</b> - 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)
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 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
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
e) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

<b>4. CONFINED SPACES</b> - 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)
d) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
e) We have a written confined space entry program <b>(D)</b>	Y N NA
f) Our employees have received confined space training <b>(T)</b>	Y N NA
g) We shall complete a confined space hazard assessment specific to the work to be performed <b>(D)</b>	Y N NA
h) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work <b>(D)</b>	Y N NA
i) We shall identify and record isolation points <b>(D)</b>	Y N NA
j) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances <b>(D)</b>	Y N NA

k) We will provide for the services of rescue persons	Y N NA
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If yes to g), provide brief description:

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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)
c) 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
d) 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:

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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.	Yes (Y) No (N) or Not Applicable (NA)
c) 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)	Y N NA
d) 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)	Y N NA
e) Our employees who will be required to use fall protection have received training (T)	Y N NA

If yes to a), describe:

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

<b>7. OVERHEAD POWER LINES AND UNDERGROUND UTILITIES</b> - tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
e) There are electrical hazards associated with overhead power lines such as limits of approach and contact	Y N NA
f) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y N NA
g) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y N NA
h) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC <b>(D)</b>	Y N NA

b)

<b>8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION</b>	Yes (Y) No (N) or Not Applicable (NA)
c) 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
d) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y N NA
e) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work <b>(D)</b>	Y N NA
f) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y N NA

g) We will provide safe means of entry and exit for excavations	Y N NA
h) We will provide for the services of rescue persons and equipment (excavation rescue)	Y N NA
i) We will develop a demolition/salvage plan <b>(D)</b>	Y N NA
j) We will evaluate the demolition materials for reuse or recycling	Y N NA
k) We will protect passers-by from potential hazards	Y N NA

c)

<b>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND DUSTS</b> - 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)
c) 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

<b>10. NOISE AND VIBRATION</b> - 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)
d) Our employees will be exposed to noise levels above 85dbA	Y N NA
e) We have a written hearing conservation program <b>(D)</b>	Y N NA
f) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y N NA

<b>11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM</b>	Yes (Y) No (N) or Not Applicable (NA)
a) We have a written Safety Program <b>(D)</b>	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	Y N NA

required	
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 <b>(D)</b> 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

<b>12. FIRST AID</b>	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 <b>(D)</b>	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

<b>13. FIRE PROTECTION</b> - 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

<b>14. PERSONAL PROTECTIVE EQUIPMENT (PPE)</b>	Yes (Y) No (N) or Not Applicable (NA)
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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 <b>(D)</b>	Y N NA

<b>15. RESPIRATORY PROTECTION</b>	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 <b>(D)</b>	Y N NA

<b>16. TOOLS MACHINERY AND EQUIPMENT</b>	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. <b>(T)</b>	Y N NA

If yes to a), describe:

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<b>17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.</b>	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) <b>(T)</b>	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 <b>(D)</b>	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)
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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
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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) \_\_\_\_\_

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



<b>CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY</b>	
Name (print):	
Title:	Phone:

SUMMARY OF DOCUMENTATION <b>(D)</b> 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)	