

City of Burnaby
Standard Street Works - Utility Network Upgrades – Application and Conditions
Rev. 7 - 2018 Nov.7

DWG #		PO (purchase order) #	
APPLICATION			
APPLICANT (Network Owner)		CONTRACTOR (To be provided at contract award)	
Name		Name	
Street		Street	
City		City	
Province	Postal Code	Province	Postal Code

Proposed Work Area

Location (cross streets or nearest intersection) Or Address:
Project Description/Purpose :
On-site Contact Information (full name & Phone number):
Proposed Start Date: _____ Anticipated Completion Date: _____

Applicant/Authorized Agent Signature – If Authorized Agent, I certify that I am acting on behalf of Applicant (Attach Proof of Authorization).

Name:

Please forward (email) complete packages to
SSWnetworkupgrades@burnaby.ca

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1. Allow a minimum of ten working days in order to process a complete submission. Processing time will begin upon receipt of a complete submission. *No work shall commence until the application has been processed and a permit issued.*

A complete application consists of:

- Drawing of proposed work (1:250 scale);
- Certificate of Insurance (COI);

2. **Fees and Bonds***

Application Fees: The basic fee of six hundred dollars (\$600) and is non-refundable. The fee includes administration and inspection costs. Additional fees will be added if the scope of the work is >50m long.

Example, if the proposed project is 115m long, the total fee will be $\$600 + (115m - 50m) \times \$14 = \$600 + \$910 = \$1,510.00$

Additional Fees:

- Pavement Degradation Fees - See Schedule A below.

Bond if required: A refundable deposit for damage, maintenance or reinstatement is required. The bond may be submitted as cash, certified cheque or irrevocable letter of credit. The bond must be in the name of the **applicant** and **NOT** by the party contracted to perform the works. The value is based on the value of potentially impacted City infrastructure that the work may affect. Typically values of \$10,000 or other will be applicable as determined by Director of Engineering or their designate

Note: The bond will be held until such time as all installations have been completed to the satisfaction of the City (instructions enclosed). The security amount will be drawn upon should repair of damage, maintenance (i.e. pavement rehabilitation/lifting), and/or removal be necessary by the City.

* Fees are described in further detail in the Burnaby Street and Traffic Bylaw 1961, Amendment Bylaw NO.1, 2018.

3. **Restoration.** Upon completion of the Works, the Applicant, or their Contractor shall restore the City Lands to their former condition, or better in accordance with City standards. They shall keep the City lands properly secured for public safety in accordance with City standards. Permanent restoration to be completed within 6 months of constructed utility.
4. **Minimum Insurance Requirement.** The Applicant shall ensure that not less than the liability insurance outlined on the attached schedule (Attachment A) is in place and maintained at all times while this Permit is in force with all of the coverage and limits specified and shall require and ensure that its contractors and/or consultants are insured in at least the same manner. Along with the permit application the Permittee and Contractor (if applicable) shall provide a suitable certificate of insurance as evidence that it has compliant insurance. Thereafter the Permittee and Contractor shall provide suitable certificates as evidence that the insurance coverage has been maintained. Insurance policies shall be endorsed to provide that the City will receive not less than thirty (30) days written notice before cancellation of coverage.
5. **Workers' Compensation.** The Applicant hereby agrees that it is responsible to ensure compliance with all applicable Workers' Compensation regulations at the site and that if at any time there shall be more than one contractor working at the site then the Applicant is, and shall be, the **Prime Contractor** pursuant to the Workers' Compensation Act.

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6. **Specifications.** All work performed under the Permit must be done in accordance with plans, specifications, maps, detailed accounting (dates) of all utility locate calls made (i.e. BC One Call, BC Hydro, Shaw, etc.) and statements filed with and approved by the City.

Note: The City is not responsible for the accuracy of any information related to the location of foreign utilities.

7. **Requirements.**

- a) All installations within municipal rights-of-ways are to be constructed according to the specifications outlined in the MMCD Platinum Volume II (2009 Edition), and by the City of Burnaby's [Supplemental Specifications](#) where applicable.
- b) A Lane Closure Request must be submitted a minimum of 5 working days prior to start of construction.
- c) The Applicant shall provide the City Inspector with no less than 5 business days prior to the start of any work.
- d) The Applicant must maintain and repair the works, as necessary.
- e) Any costs, expenses, or liability for environmental response or remediation shall be considered as restoration and shall be the sole responsibility of the Applicant.
- f) The Applicant warrants and represents that it has all required permits, licenses, or approvals from other government authorities or agencies with jurisdiction over the Applicant's activities.
- g) The City and/or its agents are not responsible for any injury or damage caused by Applicant, its contractor, their representatives, employees, or agents.
- h) Silt or silt laden water must not be allowed to enter the storm water system and this permit may be revoked if this occurs, or if measures to prevent it appear inadequate. This is a fineable offence.
- i) An application for variation of work hour restrictions can be submitted to Environmental Service Division for consideration (application forms available online).

8. **Indemnification.** The Applicant shall defend, indemnify, and hold harmless the City and its directors, officers, servants, employees, volunteers, and agents from and against all cost and expense and from all liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the City by any person, firm, government body, or corporation arising in any manner from the permission hereby granted to the Permittee; furthermore, the Permittee hereby agrees to release, waive, and forever discharge the City and its directors, officers, servants, employees, volunteers, and agents from all claims, costs, causes of action, or demands of any kind or nature that it may otherwise have made or claimed against the City arising in any manner out of the permission hereby granted.

The City of Burnaby accepts neither liability nor loss related to the disruption and/or destruction to the aforementioned installations (be it intentional or accidental) by City of Burnaby staff, contractors retained by the municipality, or by third parties. The City of Burnaby retains the right to maintain or remove, or have the installer maintain or remove, offsite infrastructure (equipment, control devices, etc.) at any time at the Permit holder's expense.

9. **Terms of Permit.** The privilege granted by the Permit shall continue for a period of six (6) months from the date of signature.
10. **Limitation of Permit.** This permit does not relieve the Applicant from complying with any applicable laws and regulations of other government authorities or agencies. The Applicant is responsible for obtaining additional permits or authorizations, as necessary, which may be required in connection with this work from other government agencies, public utilities, private entities and individuals, including private property owners.
11. **Assignment.** This Permit may not be re-assigned without the written consent of the City. However the terms and conditions herein shall be binding upon the respective heirs, representatives, and successors of the Applicant.

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12. **Permit Revocation or Surrender.** The City may cancel and revoke the Permit at its sole discretion at any time with fourteen (14) days written notice to the Permittee without refund of fees. The Permittee may surrender the Permit at any time with fourteen (14) days written notice to the City without refund of fees. Upon the voluntary relinquishment or abandonment of the Permit, or upon cancellation and revocation thereof by the City, the Permittee shall properly abandon all of its works and restore the property in a manner satisfactory to the City at the expense of the Permittee and shall pay forthwith to the City any cost, repair of damage, or expense the City may incur in such restoration.
13. **Violation of Permit.** In the event the Permittee fails or refuse to conform to any of the terms and conditions of the Permit, the privilege hereby granted shall immediately terminate and become null and void and the Permittee shall pay forthwith to the City any cost, repair of damage, or expense the City may incur as a result thereof.

Minimum Insurance Requirements
Standard Street Works Permit

1. **The Permit holder (the Permittee) shall insure** and keep insured while the Permit is in force, with such companies and on such forms as are acceptable to the City, the following Liability Insurance coverage:
 - 1.1 **Commercial General Liability Insurance** written on an Occurrence basis with coverage suitable for the work to be performed and including; Premises and Operations Liability; Owner and Operator's Protective Liability with respect to the Operations of sub-contractors; Completed Operations Liability; Pollution Liability on a Sudden and Accidental basis with a wording that is not less than the coverage provided by the Insurance Bureau of Canada's form IBC 2336 (form available upon request); Contractual Liability; and, Non-Owned Automobile Liability.
 - 1.2 **Automobile Liability Insurance** in respect of all licensed vehicles owned or leased by the contractor.
 - 1.3 **Professional Errors & Omissions Liability Insurance** in certain circumstances, such as when the Permittee is a Professional consulting firm.
2. **The Limits of insurance** shall not be less than the following:

Personal and Bodily Injury	\$5,000,000	-each occurrence
	\$5,000,000	-aggregate products and/or completed operations
Property Damage	\$5,000,000	-each occurrence
	\$5,000,000	-aggregate products and/or completed operations
Owned & Non-Owned Auto Liability, Bodily Injury & Property Damage	\$3,000,000	-any one accident
Professional Liability	\$1,000,000	-per occurrence
	\$2,000,000	-annual aggregate
3. The General Liability policy shall name the City of Burnaby as Additional Insured and contain a Cross Liability endorsement.
4. Both the General Liability and Professional Liability policies shall be endorsed by the insurer to provide that the policy will not be cancelled or adversely changed without thirty (30) days written notice to the City of Burnaby.
5. Prior to the commencement of any work the Permittee shall file with the City either a certified copy of each required insurance policy, with all of the necessary endorsements attached, or suitable certificates of insurance that clearly verify all of the requisite coverage and endorsements are in place.
6. The requirement to provide insurance with specified minimum limits of liability does not in any way limit the liability of the Permittee.

**SCHEDULE A
FEES AND CHARGES**

1. Pavement Degradation Fees:

- a) In instances where the Applicant or Primary Contractor (Company) excavates, breaks up or otherwise breaches the surface of any Service Corridors (road rights-of-way), the Company will contribute to the cost of pavement degradation based on the total area of pavement excavated and such amounts will be payable within 30 days of completing the restoration of the applicable Service Corridor, on a one-time per project basis, in accordance with the following table:

Age of street in years since last paved as determined by the City Engineer	Fee per square meter of excavation
0 -5 years	\$50.00
6 – 10 years	\$40.00
11 – 15 years	\$30.00
16 – 20 years	\$20.00
21 years or greater	\$10.00

NOTE: Pavement degradation fees may be voided if the applicant or Primary Contractor complete full road or lane width restoration.