



# STANDARD STREET WORKS – THIRD PARTY NETWORK UPGRADES

APPLICATION AND CONDITIONS

DWG NUMBER	PO (PURCHASE ORDER) NUMBER
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**SECTION 1: APPLICATION**

<b>Applicant (Network Owner)</b>	
NAME	
STREET	CITY
PROVINCE	POSTAL CODE
<b>Contractor (To be provided at contract award)</b>	
NAME	
STREET	CITY
PROVINCE	POSTAL CODE

**SECTION 2: PROPOSED WORK AREA**

LOCATION (CROSS STREETS OR NEAREST INTERSECTION) OR ADDRESS:	
PROJECT DESCRIPTION/PURPOSE:	
<b>On-Site Contact Information</b>	
FULL NAME	PHONE NUMBER
PROPOSED START DATE	PROPOSED COMPLETION DATE

**SECTION 3: APPLICANT/AUTHORIZED AGENT SIGNATURE**

IF AUTHORIZED AGENT, I CERTAINLY THAT I AM ACTING ON BEHALF OF APPLICANT (ATTACH PROOF OF AUTHORIZATION).	
DATE (YYYY/MM/DD)	SIGNATURE
PRINT NAME	

Please forward (email) complete packages to: [SSWnetworkupgrades@burnaby.ca](mailto:SSWnetworkupgrades@burnaby.ca)

**Conditions**

1. Please refer to the [Standard Street Work Permit & Application page online](#) for details and 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 schedule shall be finalized until the application has been processed and a permit issued.

A complete application package consists of:

- Drawing of proposed work (1:250 scale) includes EGBC permit to practice number, location address or intersection. Show existing city utilities (sewer, drainage, water, street light conduits, fiber), and third party utilities with offsets from property line. Trench profile 1:50 vertical scale sections including at city utility crossings. Include proposed utility joint trench offset distances;
  - Certificate of insurance (see Attachment A): includes City of Burnaby as co-insured and has policy expiry date. Applicants must use the City of Burnaby latest prefilled Certificate of Insurance standards form for [basic](#) or [sensitive utilities](#);
  - [Traffic Control Permit](#) if a lane closure is required;
  - This application form completed and signed
- Email application package to [SSWnetworkupgrades@burnaby.ca](mailto:SSWnetworkupgrades@burnaby.ca) for application to be reviewed and approved.**

**2. Fees and Security\***

*Application Fee:* \$678.00 (as of 2023 January 1, to increase at start of every year)

The basic fee is non-refundable. The fee includes administration and basic inspection costs. Additional fees of \$20.00 per meter will be added if the scope of the work is >50m long.

*Example (year 2023 numbers), if the proposed project is 115m long, the total fee will be  $\$678 + (115m - 50m) \times \$20.00 = \$678 + \$1,300.00 = \$1,978.00$*

*Security:* A refundable deposit for damage, maintenance or reinstatement is required. The security may be submitted as cash, certified cheque or irrevocable letter of credit. The value is based on the value of potentially impacted City infrastructure that the work may affect. Typically values of \$10,000 or more will be applicable as determined by the City or their designate.

*Note:* The security 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.

*Additional City Inspector Fee(s):* If additional and / or rushed City Inspections are required due to the proposed or increased scope of work, then the City holds the right to issue an additional Inspection fee to the Applicant which must be paid in order to close the permit and apply to release the refundable security. See item 3. (Restoration) below.

**\* Fees are described in further detail in the [Burnaby Street and Traffic Bylaw 1961](#),**

3. **Restoration.** Once the permit is issued, the Applicant, or their Contractor shall contact the City Inspector with a minimum of five business days prior to construction to schedule a pre-con meeting. Upon completion of the Works, the Applicant, or their Contractor shall restore the City Lands as directed by the stamped permit drawings, City Inspector, and according to latest [City of Burnaby Pavement Restoration Policy \(City Policy\)](#), or better in accordance with City Policy. They shall keep the City lands properly secured for public safety in accordance with City Policy. Permanent restoration to be completed within 6 months of constructed utility. The Applicant, or their Contractor shall monitor and maintain any temporary restoration before final restoration is completed.
4. **Minimum Insurance Requirement.** The Applicant shall ensure that not less than the liability insurance outlined on the latest City of Burnaby prefilled Certificate of Insurance standard form online for [basic](#) or [sensitive utilities](#). Typically the basic form is acceptable for most civil works, however the sensitive utilities form should be used for higher risk works such as proposed jet fuel and oil infrastructure, or as directed by the City of Burnaby. The certificate of insurance must be 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.
  - a) The City of Burnaby requires that all excavations utilize proper shoring procedures as per Part 20 of the Occupational Health and Safety Regulation to the Workers Compensation Act for all excavation depth of 1.2 metres and over. Trench certification by a qualified professional will not be acceptable.
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 latest MMCD Edition, and by the City of Burnaby's current [Supplemental Specifications and Detailed Drawings](#) (available online), and the latest city of [Burnaby Pavement Restoration Policy](#) where applicable.
- b) A complete [Traffic control permit](#) application package for a Lane Closure Request must be submitted online with a minimum of 15+ working days prior to start of construction.
- c) The Applicant shall provide the City Inspector with no less than 5 business days notice prior to the start of any work.
- d) The Applicant must maintain and repair the works, as necessary and directed by the City Inspector without delay.
- 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 the City of Burnaby for consideration ([application forms available online](#)).
- j) Adjust existing castings including manholes, catch basins, valves, wells, service vaults / boxes, etc. to conform to new grade elevations and protect from asphaltic mix in accordance with the latest MMCD Edition.
- k) Leave all areas in a clean state at construction completion. Landscape / grass area are to be reinstated and compacted to pre-existing or better conditions. Reseeded and watered or install sod. Do not leave gravel (rocks) in boulevard.
- l) Obtain locates prior to any excavation and protect all buried utilities.
- m) A minimum 2 weeks prior to start of construction, a written letter must be provided to the affected residents, businesses notifying of scope of works and impacts. The letterhead must represent the utility owner banner and provide a point of contact to answer any questions or concerns.
- n) All third party underground boxes including but not limited to service boxes, pull/splice boxes, junction boxes, valve boxes, vaults, etc. are to be road / traffic duty rated where it may be subject to mechanical damage from vehicular traffic including on multi-use pathways, and lanes. Non-traffic or non-vehicular duty rated boxes will not be accepted. It is the responsibility of the Utility Owner to regularly inspect, and maintain all installed underground boxes.
- o) The Applicant is responsible to ensure their Professional of Record provides a complete design for the proposed works and their General Contractor completes the reviewed and approved scope of work. The Standard Street Work 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.

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.
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 the City's latest prefilled Certificate of Insurance forms found [online](#). For reference, the following basic minimum Liability Insurance coverage is shown below as of February 10, 2023:
  - 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.