

Corporation of the City of Victoria
ENGINEERING DEPARTMENT

CONTRACTOR'S PERMIT

Permit # : _____

CONTRACTOR	Name: _____
	Address: _____
	Telephone No.: _____ Contact Name: _____

I am applying to construct works pursuant to the Victoria Subdivision and Development Servicing Bylaw No. 12-042 and in accordance with the approved application.

Description of work _____

within the street right-of-way **fronting the following property:** _____

OWNER	Name: _____
	Address: _____
	Telephone No.: _____

I acknowledge having received, read and understood in its entirety, a copy of the Subdivision and Development Servicing Agreement between the owner and the City of Victoria dated _____, and I hereby agree to be bound by and to act in accordance with the terms of the Subdivision and Development Servicing Agreement insofar as they are applicable to the work to be carried out by me pursuant to this Contractor's Permit.

I agree to comply with all the general terms and conditions set out on the back of this permit and any specific conditions that apply. I agree to be designated as Prime Contractor for this project as per Worker's Compensation Act. I agree to adhere to the construction specifications and standards of the City of Victoria and all other regulations applicable to this work.

As a guarantee that the approved works are completed to the satisfaction of the Director of Engineering, the owner has tendered a deposit of \$ _____ to be held by the City of Victoria as security and shall be refunded upon:

The issuance of a Construction Completion Certificate as per the Subdivision and Development Servicing Agreement or Final Approval from the City of Victoria .

Contractor Date

OFFICIAL USE

Copy of current General Liability Insurance (not less than \$5,000,000 coverage)
Proof of current WCB "WorkSafe" document and appropriate WCB insurance coverage
Signed (Owner and City) Subdivision and Development Servicing Agreement is attached
Amount of Security deposited \$ _____ cash irrevocable letter of credit
Permission to commence construction is hereby given subject to the terms and conditions outlined on the reverse side of this permit.
Permit expires 30 days from issuance unless work has started and is invalid if WorkSafe or Insurance are or become invalid. This permit can be extended for up to one year with confirmation of valid WorkSafe and Insurer.

Authorized Signatory Date

PERMIT NOT VALID UNLESS: (a) SIGNED BY THE AUTHORIZED SIGNATORY OF THE CITY OF VICTORIA; AND (b) PRESENT ON SITE

Permit Fee: \$35.00

TERMS AND CONDITIONS OF APPROVAL

1. The work shall include all excavation, preparation, concrete placement, asphalt placement and restoration as required in the construction as shown on the approved plan, and may include perimeter work that is reasonably required by the City Engineer to match the grades of the new construction to the grades of surrounding sidewalks, curbs and/or gutters.
2. The Contractor shall acquire the required permits from the City of Victoria to work in the right-of-way including but not limited to a Street Occupancy permit.
3. Prior to the commencement of construction the contractor shall:
 - (a) ensure the Owner has deposited with the City an irrevocable letter of credit or cash in the amount of 120% of the estimated cost of the work;
 - (b) obtain from the appropriate authorities and provide evidence to the City that it has obtained all information with regard to underground services within and adjacent to the construction site in order to locate and to protect existing pipes or ducts forming part of any sewer, water, drain or other public utility system;
 - (c) provide certificates or other evidence to the satisfaction of the City that the contractor has obtained comprehensive public liability and property damage insurance, naming the City as an additional insured, in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) on all risk basis for bodily injury, death and property damage.
 - (d) arrange a site meeting with the City Engineering Inspector and others involved with the work; provide the City with 72 hours notice, 250-361-0300 (or email eng@victoria.ca);
 - (e) have on-site a current copy of the off-site plans and construction standards including but not limited to: MMCD and the City of Victoria Supplemental Specifications.
4. Upon commencement of the work the contractor shall proceed with due diligence.
5. The regulation and control of traffic in the vicinity of the work shall be in accordance to the standards contained in the "Traffic Control Manual for Work on Roadways" issued by the Ministry of Transportation. All associated costs are the responsibility of the contractor.
6. If standards and specifications for certain parts of the work are not contained in a bylaw, these works shall be constructed to standards generally accepted as good engineering practice, but in any case the City shall not require such standards to be higher than those currently acceptable and in use by the City for equivalent works elsewhere in the City.
7. All work shall be done in compliance with the regulations of the Worker's Compensation Act.
8. Upon the issuance of this permit the contractor releases, indemnifies and saves harmless the City of Victoria against all claims, demands, losses, damages and lien claims of every kind arising out of or in any way connected with the contractor's work.
9.
 - (a) The contractor shall be responsible for all damage which may arise as a result of his operations and shall make good such damage at his expense.
 - (b) If the contractor fails to repair the damage, the security provided by the owner shall be forfeited and be used to have the damage repaired by the City in which case the contractor will be charged the actual construction and installation costs required to complete the repairs plus an administration charge of 18% of the cost of labour and materials.
10.
 - (a) This City Inspector shall be given at least 72 hours notice to schedule his inspections. The contractor shall not place any concrete until he has obtained approval.
 - (b) The Testing / Inspection requirements are as follows: Road and Sidewalk base testing; compaction testing; form inspections; material testing (e.g. concrete, asphalt); and workmanship inspections.
11.
 - (a) The contractor shall provide ready mix concrete, the specification of which shall equal or surpass the standards prescribed in the City's STANDARD SPECIFICATIONS.
 - (b) Where the City Engineer has reasonable grounds to believe that these specifications have not been met, the City Engineer may appoint a testing laboratory to conduct tests on sample cylinders of concrete at the expense of the contractor and the funding for these tests shall be drawn from the owner's security deposit.
12. Specific conditions also apply to this application. Yes No

Initial of Contractor _____