



Regional District of North Okanagan

#5629.36

Silver Star Watermain Upgrade – Phase 2

**Monaghan Engineering and Consulting Ltd.
(250) 503-1023**

**Our File: 1773.01
Date: June 5, 2017**

INVITATION TO TENDERERS

Owner: *Regional District of North Okanagan*

Contract: **Silver Star Watermain Upgrade - Phase 2**

Reference No. 5629.36

The Owner invites tenders

- for:** Construction of Watermain
1. 840m of 100mm dia PVC watermain
 2. 11 tie-ins to existing watermains
 3. 2 air release valves
 4. 170m² of pavement restoration

Contract Documents are available during normal business hours at:

Monaghan Engineering & Consulting Ltd.
3710B - 28th Street
Vernon, BC V1T 9X2

On payment of a non-refundable amount of \$50 including GST, payable to:
Monaghan Engineering & Consulting Ltd.

The Contract Documents are available for viewing at:

Monaghan Engineering & Consulting Ltd., 3710B 28th Street, Vernon BC
Regional District of North Okanagan, 9848 Aberdeen Road, Coldstream BC

Note: Only Tenderers who register and obtain Contract Documents from Monaghan Engineering and Consulting Ltd., will be permitted to submit tenders for this project.

Tenders are scheduled to

close: **Tender Closing Time:** 2:00PM local time.

Tender Closing Date: June 20, 2017

Address: Regional District of North Okanagan
9848 Aberdeen Road
Coldstream BC V1B 2K9

A non-mandatory pre-tender meeting for all perspective tenderers will be held at 10:00am Wednesday, June 14th 2017 at RDNO Silver Star Transfer Station, 9695 Silver Star Road

NAME OF OWNER'S

REPRESENTATIVE: Doug Rolfe, P.Eng
Monaghan Engineering & Consulting Ltd.
250-503-1023

Owner: *Regional District of North Okanagan*

Contract: **Silver Star Watermain Upgrade - Phase 2**

Reference No. 5629.36

The complete Contract Documents for the above mentioned project are based on the Master Municipal Construction Documents and consist of the following parts:

1. Documents provided herein:

- Invitation to Tenderers
- Instructions to Tenderers, Part I
- Form of Tender:
 - Appendix 1 – Schedule of Quantities and Prices
 - Appendix 2 – Preliminary Construction Schedule
 - Appendix 3 – Experience of Superintendent
 - Appendix 4 – Comparable Work Experience
 - Appendix 5 – Subcontractors
- Project Specific Supplementary General Conditions
- Project Specific Supplementary Specifications
- Agreement:
 - Schedule 1 – Schedule of Contract Documents
 - Schedule 2 – List of Contract Drawings
- MOTI Permit to Contract, Use, and Maintain Works within Right-of-Way of a Provincial Public Highway No. 2016-04128

2. Documents that shall be obtained by the Tenderer / Contractor:

- Master Municipal Construction Documents, Platinum Edition, Volume II (2009), available at the MMCD website (www.mmcd.net) and include:
 - Instructions to Tenderers – Part II
 - General Conditions
 - Specifications
 - Standard Detail Drawings
- Applicable MMCD Supplemental Updates as referenced in the Contract Documents (see Agreement – Schedule 1), available at the MMCD website (www.mmcd.net)
- RDNO Bylaw No. 2650 2013 – Subdivision and Development Servicing, available at the RDNO website (www.rdno.ca)

(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II”
CONTAINED IN THE EDITION OF THE PUBLICATION
“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: *Regional District of North Okanagan*

Contract: *Silver Star Watermain Upgrade - Phase 2*

Reference No. 5629.36

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:
- Construction of Watermain
1. 840m of 100mm dia PVC watermain
 2. 11 tie-ins to existing watermains
 3. 2 air release valves
 4. 170m² of pavement restoration
- 1.2 Direct all inquiries regarding the *Contract*, to:
- Doug Rolfe, P.Eng
Monaghan Engineering & Consulting Ltd.
Address: 3710B - 28th Street
Vernon, BC V1T 9X2
Phone: 250-503-1023
Fax: 250-503-1024
- 2.0 Tender Documents**
- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Regional District of North Okanagan

on or before:

Tender Closing Time: 2:00PM local time

Tender Closing Date: June 20, 2017

Regional District of North Okanagan

Address: 9848 Aberdeen Road

Coldstream BC V1B 2K9

Fax: 250-503-1024

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

**4.0 Acceptance a Rejection
of Tender**

4.1

The *Owner* reserves the right to reject any or all tenders, to waive irregularities and informalities at their discretion and to accept the tender which the *Owner* deems to be in its best interest. The lowest tender will not necessarily be accepted. Without limiting the generality of the foregoing, any tender may be rejected for any of the following reasons:

- Incomplete tender.
- Obscured or irregular erasures or corrections in the Schedule of Prices.
- Prices omitted or unbalanced.
- Insufficient or irregular Tender Guarantees.
- Evidence of inadequate experience, or of inadequate capacity to perform the contract, or failure to qualify under conditions of the Tendering Requirement.
- Evidence of previous failure to perform adequately on similar work.
- The insertion by the Tenderer of conditions which vary the Tendering Requirements or the Tender Forms.
- Sufficient funds for the project are not legally available.

4.2

No action of the *Owner* other than a written “Notice of Award” shall constitute an acceptance of a tender. Such written notice shall be signed by officials properly authorized by the *Owner* to do so.

4.3

The *Owner* reserves its right to negotiate at the time of acceptance, with the lowest tenderer only, for a lower tender price, or for the removal from the Tender of qualifying conditions, or both.”

**5.0 Supplemental
Instructions to
Tenderers**

5.1

Construction Layout

The contractor will be responsible for layout of the works. The contractor will be provided with an electronic copy of the drawing files to assist in layout. It will be the Contractor’s responsibility to ensure that the electronic version of the drawing files are consistent with the hard copy construction issue drawings. Any discrepancy between the hard copy and the electronic file must be communicated to the Contract Administrator prior to layout. No additional compensation will be provided for works laid out or constructed where discrepancies exist.

- 5.2 **Pre Tender Meeting**
Prospective tenders are invited to attend a non-mandatory pre-tender meeting to be held on 10:00am Wednesday, June 14th 2017 at RDNO Silver Star Transfer Station, 9695 Silver Star Road
- 5.3 **Materials Testing**
All Quality Control (QC) will be the responsibility of the Contractor. Quality Assurance (QA) will be provided by the Owner. All QC/QA testing to be completed in accordance with RDNO and MOTI Standards and Specifications.
- 5.4 **As-Built Survey**
The Contractor will be required to provide as-built survey information as per the supplementary specifications.
- 5.5 **Addendums**
Addendums for this tender will only be issued by email to registered plan holders who have picked up the documents from the Monaghan office, registered and have provided an email address. No faxed addendums will be issued.
- 5.6 **Traffic Management Plan and Right-of-Way Permit**
The Owner has obtained a Permit to Construct, Use, and Maintain Works Within the Right-of-Way of a Provincial Public Highway from the Ministry of Transportation and Infrastructure (MOTI).

The Contractor shall be responsible for all conditions and specification indicated in the permit issued by MOTI, including obtaining a H1080 Lane Closure Approval for the MOTI, and providing a Traffic Management Plan as required for the approval.
- 5.7 **Project Schedule**
Time is of the essence and Substantial Completion must be achieved no later than September 29, 2017, with a total construction period of no more than 10 Consecutive weeks.
- 5.8 **Project Funding**
Award of this work is subject to funding legally being available. The Owner reserves the right to reduce the scope of work if needed.

Owner: *Regional District of North Okanagan*

Contract: *Silver Star Watermain Upgrade - Phase 2*

Reference No. 5629.36

To Owner:

**WE, THE
UNDERSIGNED:**

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

;

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE
HEREBY OFFER**

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve Substantial Performance of the *Work* on or before September 29, 2017; and

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.

- WE CONFIRM:** 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:** 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 30 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
 - a Baseline Construction Schedule, as provided by GC 4.6.1;
 - a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
 - a copy of the insurance policies as specified in GC 24 and SGC 24 indicating that all such insurance coverage is in place and;
 - 5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

6.1

that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the *Bid Security*; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

**OUR ADDRESS IS AS
FOLLOWS:**

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this
_____ day of _____, 20 _____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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SCHEDULE OF QUANTITIES AND PRICES

See paragraph 5.3.1 of the Instructions to Tenderers - Part II.

(All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST. GST shall be shown separately.)

SUMMARY SHEET

TENDER AMOUNT

31 Earthworks	
32 Roads and Site Improvements	
33 Utilities	
33 11 01 Waterworks	
Miscellaneous	
TENDER PRICE	
GST @ 5%	
TENDER PRICE (including GST)	

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SCHEDULE OF QUANTITIES AND PRICES

(All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST.
GST shall be shown separately.)

<i>Item No.</i>	<i>MMCD Ref</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
A.		31 Earthworks				
	31 11 01	Clearing and Grubbing				
A.1	1.4.1, 1.4.2	Clearing and Grubbing	LS	1		
	31 22 01	Site Grading : Landscaping				
A.2	1.4.1	Topsoil Stripping and Reuse	Cubic Metre	750		
	31 23 01	Excavating, Trenching and Backfilling Underground Utility				
A.3	1.10.3	Overexcavating (Provisional) including backfilling	Cubic Metre	20		
	31 24 13	Roadway Excavation, Embankment and Compaction				
A.4	1.8.4	Remove Existing Asphalt	Square Metre	170		
	31 37 10	RipRap				
A.5		Remove & Replace RipRap	LS	1		
31 Earthworks Total						

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SCHEDULE OF QUANTITIES AND PRICES

(All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST.
GST shall be shown separately.)

<i>Item No.</i>	<i>MMCD Ref</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
B		32 Roads and Site Improvements				
	32 11 16.1	Granular Sub-Base				
B.1	1.4.3	Granular Sub-Base 300mm Thickness for Roads	Square Metres	370		
	32 11 23	Granular Base				
B.2	1.4.2	25mm Minus Granular Base 150mm Thickness for Roads	Square Metres	370		
B.3	1.4.2	75mm Minus Granular Base 150mm Thickness for Roads	Square Metres	140		
B.4	1.4.2	Well-Graded Base 75mm Thickness Shouldering Aggregate	Square Metres	140		
	32 12 16	Hot-Mix Asphalt Concrete Paving				
B.5	1.5.1, 1.5.2	Asphalt Pavement - 65mm Thickness	Square Metres	170		
B.6	1.5.7	Saw Cut Asphalt or Concrete Pavements	Lineal Metres	60		
	32 92 19	Hydraulic Seeding				
B.7	1.8.1	Hydraulic Seeding	Square Metres	2000		
32 Roads and Site Improvements Total						

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SCHEDULE OF QUANTITIES AND PRICES

(All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST.
GST shall be shown separately.)

<i>Item No.</i>	<i>MMCD Ref</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	
C		33 Utilities					
		Waterworks					
	33 11 01	Waterworks					
C.1	1.8.1, 1.8.2	Pipe - 100mm C900 PVC DR18, Native Backfill	Lineal Metres	840			
C.2	1.8.1, 1.8.2	Pipe - 75mm C900 PVC DR18, Native Backfill	Lineal Metres	6			
C.3	1.8.3	Gate Valve - 100mm	Each	9			
C.4	1.8.3	Gate Valve 75mm	Each	1			
C.5	1.8.3	Tee 100x100x100	Each	1			
C.6	1.8.3	Tee 100x100x75	Each	2			
C.7	1.8.3	Bend 75mm dia, 45 Degree Horiz	Each	1			
C.8	1.8.3	Bend 75mm dia, 11.25 Degree Horiz	Each	1			
C.9	1.8.3	Bend 100mm dia, 45 Degree Horiz	Each	3			
C.10	1.8.3	Bend 100mm dia, 22.5 Degree Horiz	Each	5			
C.11	1.8.3	Bend 100mm dia, 11.25 Degree Horiz	Each	12			
C.12	1.8.3	Bend 100mm dia, 5 Degree Horiz	Each	3			
C.13	1.8.3	Bend 100mm dia, 22.5 Degree Vert	Each	6			
C.14	1.8.3	Bend 100mm dia, 11.25 Degree Vert	Each	3			
C.15	1.8.3	Bend 100mm dia, 5 Degree Vert	Each	13			
C.16	1.8.3	Reducer 100mm X75mm diameter	Each	1			
C.17	1.8.3	Cap 75mm dia, c/w Joint Restraint	Each	1			
C.18	1.8.3	Blind Flange 75mm dia	Each	1			
C.19	1.8.5	Air-Release Valve Assembly per MMCD W6	Each	2			
C.20	1.8.13	Tie -In to Ex. 75mm main	Each	3			
C.21	1.8.13	Tie -In to Ex. 100mm main	Each	8			
C.22	1.8.9	Concrete Anchor Blocks	Each	12			
		Waterworks Total					

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SCHEDULE OF QUANTITIES AND PRICES

(All prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST.
GST shall be shown separately.)

<i>Item No.</i>	<i>MMCD Ref</i>	<i>Specification Title</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
D		Miscellaneous				
		Miscellaneous				
D.1		Remove & Replace Light Standard	LS	1		
D.2		Abandon Air Release Valve Chamber	LS	1		
D.3		Imported Trench Backfill - 75mm Minus PitRun Gravel - OPTIONAL	Cubic Metres	200		
D.4		Traffic Control	LS	1		
Miscellaneous Total						

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See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Silver Star Watermain Upgrade - Phase 2

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See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

PROJECT	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
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	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		

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See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

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S.G.C. 2.2.4(1) – Delete GC 2.2.4(1) and replace with the following:

- (1) the *Contract Documents* shall govern and take precedence in the following order with the Agreement taking precedence over all other *Contract Documents*;
 - (a) Agreement
 - (b) Addenda
 - (c) Project Specific Supplementary General Conditions
 - (d) Supplementary General Conditions
 - (e) General Conditions
 - (f) Project Specific Supplementary Specifications
 - (g) Supplementary Specifications
 - (h) Specifications
 - (i) Drawings listed in Schedule 2 to the Agreement
 - (j) Supplementary Detail Drawings
 - (k) Standard Detail Drawings
 - (l) Executed Form of Tender
 - (m) Instructions to Tenderers
 - (n) All other *Contract Documents*;

S.G.C. 4.3.4 – Delete GC 4.3.4 and replace with the following:

Before commencing any *Work* at the *Place of the Work* the *Contractor* shall:

- (1) expose and determine conclusively the location in the field, in three dimensions, all underground utilities and structures indicated on the *Contract Documents* as being at the *Place of the Work*;
- (2) consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the *Place of the Work*, to similarly expose and conclusively determine the location in three dimensions, of all underground utilities for which they have records; and
- (3) similarly expose and conclusively determine the location in three dimensions, of any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*.

S.G.C. 9.4.1 – Delete GC 9.4.1 and replace with the following:

Revised unit prices for quantity variations of more than plus or minus the *Variance Threshold Percentage* shall only be applicable for an item which the tendered unit price multiplied by the applicable quantity indicated in the *Schedule of Quantities and Prices* (the "*Tender Quantity*"), amounts to greater than 10% of the total *Tender Price*, for the entire *Contract* and *Work* (a "Major Contract Item"). If for any reason, including an addition or deletion under GC 7.1.1(1) or GC 7.1.1(2) or GC 7.1.1(3) respectively, the actual quantity of a "Major Contract Item" varies by more than plus or minus the *Variance Threshold Percentage* from the estimated quantity for that unit price item as listed in the *Schedule of Quantities and Prices* (the "*Tender Quantity*"), or as otherwise agreed to pursuant to these

Contract Documents, then either the *Owner* or the *Contractor* may by written notice request the other party to agree to a revised unit price, considering the change in quantities. No revisions to unit prices will be made for items whose total tendered amount is less than 10% of the total *Tender Price*. A party shall make a request for revised unit price as soon as reasonably possible after the party concerned becomes aware of the quantity variation. A revised unit price shall not exceed the corresponding tendered unit price by an amount greater than 10% of the original tendered unit price.

S.G.C. 10.1.1(1) – Delete 10.1.1(1) and replace with the following:

- (1) labour, including all related amounts and markups per 10.1.1(1)(a) up to the maximum hourly rates per 10.1.1(1)(b):
 - (a) labour at the actual cost to the *Contractor*, including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers Compensation, unemployment and/or employment insurance, holiday pay, insurance, and all employee benefits. A markup of 3% on the foregoing shall be allowed for *Small Tools*. A markup of 10% on the total of the foregoing shall be allowed for overhead. A further markup of 10% on the total of the foregoing including the markup for overhead shall be allowed for profit; up to
 - (b) the maximum hourly rates, inclusive of all related amounts and markups as in 10.1.1(1)(a), as follows:

Labourer	\$ 65.00/hr
Pipelayer	\$ 70.00/hr
Operator	\$ 70.00/hr
Superintendent	\$ 100.00/hr

The above noted maximum rates to be paid to the *Contractor* for labour on *Force Account Work* are inclusive of all markups for small tools, overhead, profit and any statutory scheme such as Workers Compensation, unemployment and/or employment insurance, holiday pay, insurance, and all employee benefits. No additional compensation will be provided for labour other than these rates and descriptions noted above.

S.G.C. 13.9.1(1) – Delete GC 13.9.1 and replace with the following:

If the *Contractor* fails to meet the *Milestone Dates* for *Substantial Performance* and/or *Total Performance* as set out in the *Form of Tender*, paragraph 2.2, as may be adjusted pursuant to the provision of the *Contract Documents*, then the *Owner* may deduct from monies owing to the *Contractor* for the *Work*:

- (1) as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay, an amount of \$1,200.00 per day or pro rata portion for each *Day* that actual *Substantial Performance* and/or *Total Performance* is achieved after the *Substantial Performance* and/or *Total Performance Milestone Date(s)*; plus
- (2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonable incurred by the *Owner* as a direct result of such delay

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (1) and (2), then any shortfall shall immediately, upon written notice

from the *Owner*, and upon *Substantial Performance* and/or *Total Performance*, be due and owing by the *Contractor* to the *Owner*.

S.G.C. **18.6.4** – Delete GC 18.6.4 and replace with the following:

The *Contract Administrator* shall include the date *Substantial Performance* in the *Certificate of Substantial Performance*. The date for *Total Performance* shall be 21 calendar days after the date of *Substantial Performance* unless otherwise agreed by the *Contract Administrator*.

S.G.C. **24.1.1(3)** – Delete GC 24.1.1(3)

S.G.C **24.1.1(2)** - Delete GC 24.1.1 (2) and replace with the following:

2) Comprehensive General Bodily Injury and Property Damage Liability Insurance -

Limits: Bodily Injury and Property Damage inclusive \$5,000,000

The insurance shall include Contractor's Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the Contractor under the terms of this Contract, and Completed operations Liability. The policy shall include the Owner, the Contract Administrator and all Subcontractors as additional insureds with a cross liability clause. Any property damage deductible shall be for the account of the Contractor and shall not exceed \$2,500.00 for any one occurrence.

S.G.C. **24.1.1(5)S** – Delete GC 24.1.1(5)S – 2013-06 (2013-06-13)

S.G.C. **24.1** – Add the following to GC 24.1

24.1.7 In addition to the MMCD insurance requirements, the Contractor shall also comply with the following requirements of RDNO, which will take precedence:

- (1) The Contractor shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to RDNO, at the Contractor's expense, Comprehensive General Liability Insurance covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of Subcontractor's Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance.
- (2) The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.
- (3) RDNO, (Ministry of Transportation and Infrastructure "*as applicable*") and their Consultant shall be added as an additional insured under the Comprehensive General Liability.

- (4) A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.
- (5) All policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) day notice to RDNO by Registered Mail.
- (6) Prior to the commencement of any work hereunder, the Contractor shall file with RDNO a certificate of insurance for each policy required. All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance.
- (7) Should the Contractor neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to RDNO, then it shall be lawful for RDNO to obtain and/or maintain such insurance and the Contractor hereby appoints RDNO their true and lawful attorney to do all things necessary for this purpose. All monies expended by RDNO for insurance premiums under the provisions of this clause shall be charged to the Contractor.

Silver Star Watermain Upgrade - Phase 2

5629.36

1.1 Photographic Recording of the Job Site

- .1 Prior to commencing any Work at the Place of the Work, including mobilization of equipment and/or materials, the Contractor shall produce a photographic and video record of the entire job site including centerline alignments of all utilities, in the vicinity of the Place of the Work. One copy of all video and photographic data is to be provided to the Contract Administrator after the recording. This shall become a photographic record of the condition of the project prior to construction. Particular attention shall be given to the condition of existing pavements, ditches, landscaping, fences, external building conditions and other improvements. This pre-construction inspection will be done with a representative of the Owner present.

1.2 Permit to Work in Highway Right of Way

- .1 The Owner has obtained a Permit to Construct, Use, and Maintain Works Within the Right-of-Way of a Provincial Public Highway from the Ministry of Transportation and Infrastructure (MOTI). A copy of this permit is provided in the Tender Documents. The Contractor shall be responsible for all conditions and specifications included in this permit.
- .2 The Contractor will be responsible for obtaining a H1080 Lane Closure Approval from the MOTI, including providing the required Traffic Management Plan, and all required Traffic Management and Control.
- .3 Vehicular and pedestrian access to homes and businesses within and around the Place of the Work shall be maintained at all times.
- .4 The Contractor shall not cut any asphalt within the MOTI ROW unless instructed by the Contract Administrator.
- .5 The Contractor shall provide daily notification and correspondence as required with all engineering and public services, including garbage collection.

1.3 Proposed Watermains and Appurtenances

- .1 All metallic water appurtenances that are not epoxy coated at the factory shall be protected from corrosion through the use of a petrolatum wax tape coating system (Denso tape and Paste, or approved equal). This corrosion protection is to be installed in accordance with the latest AWWA C217 standard and the manufacturer's specifications.

The cost of supply and installation of this corrosion protection is considered incidental to the water appurtenances and no additional payment will be made for corrosion protection.

1.4 Water Supply Interruption

- .1 Shutdowns of existing watermains and/or interruption in water service must be limited to 8 hours. The Contractor is required to ensure that all existing watermains and services remain in service until the proposed watermains and services are constructed, tested, and tied in. The Contractor is

responsible for any and all temporary caps, blow-offs, as well as additional testing of watermains and services, as required to phase the construction of the watermain and services to ensure service interruptions are less than 8 hours. The Contractor is to submit a Work plan to the Contract Administrator for approval, showing the staging of tie-ins for proposed watermains and services. Work plan to be approved a minimum of 48 hours prior to the start of any testing of mains.

- .2 Contractor to provide minimum of 48 hours written notification to affected residences of pending water service interruption. Copies of any written notifications shall be approved by Contract Administrator prior to distribution by the Contractor.
- .3 Contractor to provide minimum 48 hours' notice to the fire department of any water system shutdown or disruption.
- .4 Contractor to arrange with Silver Star Water (SSW) for the operation of any existing watermain valves and/or appurtenances. Only SSW authorized personnel are permitted to operate existing system valves and appurtenances. SSW requires 48 hours' notice (2 Working days, defined as Monday through Friday, excluding Statutory Holidays) prior to any and all tests and/or tie-ins. SSW will operate valves and inspect cuts, caps, and tie-ins to all existing watermains following Contractor testing, disinfection, flushing and approval by the Contract Administrator. Contractor to supply all materials, excavation, bedding, backfilling, compaction, surface gravel, pumps, temporary caps and blow-off's for testing, approved lighting for night Work and traffic control required for completing tie-ins to existing mains.
- .5 Payment for water tie-ins will only be made for those tie-ins included in the Schedule of Quantities and Unit Prices. No payment will be made for additional tie-ins within the works. The Contractor shall be responsible for any tie-ins, not shown on the Drawings and/or included in the Schedule of Quantities and Unit Prices, which are necessary to complete the waterworks within a phase of construction.

1.5 Abandoning and Removal of Existing Water Utilities

- .1 All existing water utilities encountered during construction and/or to be abandoned shall be properly capped and/or plugged.

The cost of capping and/or plugging any and all existing water utilities encountered as part of the Work to install proposed utilities, is considered incidental to the Work. No additional payment will be made for capping and/or abandoning existing utilities encountered as part of the Work to install proposed utilities.

Payment for capping and/or plugging existing water utilities that must be completed as a separate operation will be paid at the Unit Price for each utility capped and/or plugged. The unit price for each existing utility capped and/or plugged shall be full compensation for all labour, materials, equipment, and incidentals for a complete and finished product.

- .2 Existing water utilities to be removed, as noted on the Drawings, are to be removed and disposed of off-site.

The cost of removal and off-site disposal of any and all existing utilities encountered as part of the

Work to install proposed utilities is considered incidental and no additional payment will be made for removal and off-site disposal of existing utilities encountered as part of the Work to install proposed utilities.

The removal of existing utilities as noted on the Drawings, which are not encountered as part of the Work to install proposed utilities, but require a separate operation for removal, will be paid at the Unit Price per lineal meter, as measured along the centerline of the pipe within the removal limits as shown on the Drawings. The Unit Price for removal of existing utilities shall be full compensation for all labour, materials, equipment, off-site disposal, import backfill and incidentals for a complete and finished product.

1.6 Import of Trench Backfill

- .1 It is intended to use native material for backfill where suitable and approved by the Contract Administrator. If, in the opinion of the Contract Administrator, portions of native material are unsuitable for backfill, the Contract Administrator will direct the Contractor to dispose of this native material off-site and import granular fill for the trench.

1.7 Construction Access

- .1 All work, access to the work, and stockpiling of materials must be confined to the MOTI ROW, RDNO SRW KAP65815, RDNO SRW KAP 73580, and RDNO SRW KAP 75452. The Contractor shall not access the site or stockpile material outside of the above areas unless they arrange otherwise with the adjacent property owner or Silver Star Resort.

1.8 Prime Contractor Questionnaire Form

- .1 The Contractor will be required to complete a Prime Contractor Questionnaire Form prior to the start of construction. A copy of this form is attached.



REGIONAL DISTRICT OF NORTH OKANAGAN

CITY OF ARMSTRONG
DISTRICT OF COLDSTREAM
CITY OF ENDERBY

VILLAGE OF LUMBY
TOWNSHIP OF SPALLUMCHEEN
CITY OF VERNON

"B" – SWAN LAKE
"C" – B.X. DISTRICT
"D" – LUMBY (RURAL)

"E" – CHERRYVILLE
"F" – ENDERBY (RURAL)

PRIME CONTRACTOR QUESTIONNAIRE

As a minimum, the Owner(s) will confirm the following (Please check)

1. Is there a Notice of Project **on site**? Yes No
2. Are **areas of responsibility** completed on the NOP? Yes No
3. Is there a **written agreement** between the owner and the directing contractor, designating them as a prime contractor (pc) for the purpose of health and safety for the project?
 Yes No
4. Has the prime contractor **appointed a qualified coordinator** to ensure the coordination of health and safety activities for the worksite? Yes No
5. a) Has the prime contractor assigned duties to their qualified coordinator to ensure subcontractors and workers are informed of hazards created? Yes No
b) Has the prime contractor **assigned duties** to their qualified coordinator to ensure the hazards are addressed throughout the duration of the work activities? Yes No
6. Has the prime contractor received from each subcontractor on site, the name of the **person designated to supervise** their workers? Yes No
7. Has the prime contractor received from each subcontractor, the **name of the qualified person** designated to be responsible for the subcontractor's site health and safety activities? Yes No
8. Does the prime contractor hold **site meetings** with subcontractors to coordinate safety and to ensure compliance with the Act / Regulation? Yes No
9. Does the prime contractor have a system to ensure **suitable access for the safe delivery** of equipment and material to the areas on the worksite where they will be used?
 Yes No
10. Does the prime contractor have a system to **identify** foreseeable or reasonably known hazards? Yes No
11. Does the prime contractor have a system to ensure that subcontractors **notify them in advance** of any undertaking likely to create a hazard for a worker of another subcontractor? Yes No

12. Does the prime contractor have a system to **communicate** any known hazards to all affected subcontractors and workers? Yes No
13. Does the prime contractor have a system in place to ensure **corrective action** of the hazards? Yes No
14. Does the prime contractor have a system to ensure **regular inspections** are carried out to prevent the development of unsafe acts, practices or conditions? Yes No
15. Has the prime contractor provided **up-to-date information** that includes a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of the Regulation?
 Yes No
16. Does the prime contractor have a system to ensure that all persons employed on the worksite **attend site health and safety orientation**? Yes No
17. Does the prime contractor have a system to ensure subcontractors hold regular **site safety meetings or tool box talks**? Yes No
18. Has the prime contractor ensured an **emergency response plan** (ER plan) is maintained for the worksite? Yes No
19. Has the prime contractor ensured the ER plan is **communicated** to all workers on site?
 Yes No
20. Has the prime contractor provided up-to-date information including a **site drawing (posted)** which shows project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station? Yes No

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 20_____.

Contract: Silver Star Watermain Upgrade - Phase 2
(TITLE OF CONTRACT)

Reference No. 5629.36
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

(NAME OF OWNER)

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | |
|--|---|
| Article 1 The Work Start / Completion Dates | <p>1.1 The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i>.</p> <p>1.2 The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i>. The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before _____ subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i>.</p> <p>1.3 Time shall be of the essence of the <i>Contract</i>.</p> |
|--|---|

Article 2 Contract Documents

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
- 3.1.1 the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and the unit prices listed in the Schedule of Quantities and Prices; plus
- 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus
- 3.1.3 any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The Owner: Regional District of North Okanagan

9848 Aberdeen Road
Coldstream BC V1B 2K9

Fax: 250-550-3701
Attention: Dave Klassen

The Contractor:

Fax: _____
Attention: _____

The Contract Administrator: Monaghan Engineering & Consulting Ltd.

3710B - 28th Street
Vernon, BC V1T 9X2

Fax: 250-503-1024
Attention: Doug Rolfe, P.Eng

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent by fax and received in hard copy; or
- 6.2.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Schedule 1 Schedule of Contract Documents

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated 2009. All sections of this publication are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Project Specific Supplementary General Conditions and Supplementary General Conditions;
- 8.3 General Conditions*;
- 8.4 Project Specific Supplementary Specifications and Supplementary Specifications;
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings;
- 8.7 Standard Detail Drawings*;
- 8.8 Executed Form of Tender, including all Appendices;
- 8.9 *Contract Drawings* listed in Schedule 2 to the Agreement,—"List of *Contract Drawings*";
- 8.10 Instructions to Tenderers - Part I;
- 8.11 Instructions to Tenderers - Part II*;
- 8.12 The following MMCD Supplementary Updates:
 - 2009-11-19
 - 2010-03-25
 - 2011-08-04
 - 2011-08-08
 - 2012-06-08
 - 2012-08-07
 - 2013-06-13
 - 2014-02-28
 - 2014-07-15
 - 2014-09-19
 - 2015-11-02
 - 2016-11-18
- 8.13 MOTI Permit to Construct, Use, and Maintain Works Within the Right-of-Way of a Provincial Public Highway No. 2016-04128

8.14 The following Addenda:

(ADDENDA, IF ANY)

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT, OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

**Schedule 2 List of
Contract
Drawings**

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Key Plan, General Notes & Drawing Index	C101	June 2015	2	2017-05-30
Watermain Plan and Profile Sta. 1+000 to Sta. 1+300	C102	June 2015	2	2017-05-30
Watermain Plan and Profile Sta. 1+300 to Sta. 1+660	C103	June 2015	2	2017-05-30
Watermain Plan and Profile Sta. 1+660 to Sta. 1+980	C104	June 2015	2	2017-05-30
Watermain Plan and Profile Sta. 3+980 to Sta. 4+100	C105	June 2015	2	2017-05-30
Detailed Plan Profile Sta 1+150 to 1+215	C106	June 2015	2	2017-05-30
Typical Cross Section Sta 1+360 to 1+420	C107	June 2015	2	2017-05-30



**** PERMIT CANCELS AND REPLACES PERMIT ISSUED AUGUST 16, 2016****

PERMIT TO CONSTRUCT, USE, AND MAINTAIN WORKS WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure

Vernon Area Office
4791 23rd St
Vernon, BC V1T 4K9

("The Minister")

AND:

Regional District of North Okanagan
9848 Aberdeen Rd
Coldstream, BC V1B 2K9

("The Permittee")

WHEREAS:

A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the *Transportation Act* and the *Industrial Roads Act*, the *Motor Vehicle Act*, as defined in the Nisga'a Final Agreement and the *Nisga'a Final Agreement Act*;

B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

The installation, operation, and maintenance of Silver Star Watermain Replacement - Phase 2 within Silver Star Road , located 9700 Silver Star Rd, Vernon, Silver Star Rd between the Waste Transfer Stn Rd and Creekside Condos Rd, as shown on drawings by Monaghan Engineering Project #1773, Dwg C101 to 107 as provided to MoTI on May 19, 2017, signed and sealed April 7, 2017 by D. A. Rolfe.

C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

1. That the construction and maintenance of the said works is carried out to the satisfaction of the Regional Director, Transportation.
2. That, before opening up any highway or interfering with any public work, intimation in writing of the intention to do so must be given to the District Official at least seven days before the work is begun.
3. That any person appointed by the Regional Director, Transportation, for the purpose shall have free access to all parts of the works for the purpose of inspecting the same.
4. That the construction of the said works shall be commenced on or after June 15, 2017 and shall be prosecuted with due diligence and to the satisfaction of the Regional Director, Transportation, and shall be completed on or before Sept 29, 2017.
5. (a) The highway must at all times be kept open to traffic. The roadway must be completely restored for traffic as soon as possible. At all times the permittee must safeguard the traveling public.



(b) That, unless with the consent of the Regional Director, Transportation, no more than forty-five (45) metres of pipe-track or other excavation in any public highway is to be kept open at one time.

(c) All excavation work must be carried out in accordance with the BC Occupational Health and Safety Regulation. Care shall be taken to protect adjacent property.

(d) That all excavations shall be carefully back-filled with suitable material, which is to be tamped into place, and that the permittee shall restore the surface of the road and shoulders and ditches at his own expense. All surplus material is to be removed from the Provincial Crown lands, or deposited where and as required by the District Official of the Ministry of Transportation and Infrastructure. The Permittee is financially responsible for any maintenance works required on said ditch for a period of one year. The Ministry will carry out the necessary remedial work and invoice the permittee monthly.

(e) The pipeline crossing installation is to be placed by drilling and (or) jacking in such a manner as to afford minimum grade settlement. No water jetting will be permitted. That where, in the opinion of the District Official, an excavation or opening for a pipeline crossing installation could be made which would not be detrimental to the highway or its users, permission will be granted for said works. On throughways, freeways, and main highways no open cuts will be allowed.

(f) That all pipelines in excess of a nominal diameter of 5 cm., whether gas, oil, water, pressure sewers, conduits, etc., shall be installed where indicated by the District Official, encased in a steel casing-pipe or conduit-pipe of sufficient strength to withstand all stresses and strains resulting from the location, such casing to extend the full width of the highway right-of-way if deemed necessary to the District Official. The ends of the casing-pipe shall be suitably sealed and, if required, properly vented above the ground with vent-pipes not less than 5 cm. in diameter, and extending not less than 1.2 metres above ground surface. Vent-pipes shall be connected 30 cm. from the ends of the casing-pipe, and the top of each vent shall be fitted with a turn-down elbow, properly screened and equipped with identification markers.

All pipelines of non-rigid material, i.e., plastic or copper, of any diameter, shall be cased, or embedded in sand.

The inside diameter of the casing-pipe shall be at least 25 percent larger than the outside diameter of the pipeline. The casing-pipe shall be installed with an even bearing throughout its length, and in such a manner so as to prevent leakage, except through the vents.

The top of the casing-pipe, or the pipeline where casing is not required, shall be located as directed by the District Official, and shall in no case be less than 1.2 metres below the surface of the highway and not less than 75 cm below the highway ditches. Pipelines must not obstruct drainage structures or ditches or interfere with traffic on the highway or with highway maintenance.

6. That where the work for which permission is hereby granted comes in contact with any bridge, culvert, ditch, or other existing work, such existing work must be properly maintained and supported in such manner as not to interfere with its proper function during the construction of the new work, and on the completion of the new work the bridge, culvert, ditch, or other existing work interfered with shall be completely restored to its original good condition.
7. That when necessary all excavations, materials, or other obstructions are to be efficiently fenced, lit, and watched, and at all times every possible precaution is to be taken to ensure the safety of the public.
8. That the person or persons for whom these works are being constructed, or by whom these works are maintained, shall at all times accept full responsibility for any accident that may occur or damage that may be done to any person or property whatsoever caused directly or indirectly by these works, and shall save harmless and keep indemnified the Crown from all claims and demands whatsoever in respect of the works.
9. That the permission herein granted to use and maintain the works is only granted for such times as the land or public work in, upon, or over which the said works are constructed is under the jurisdiction of the Minister of Transportation and Infrastructure. This permission is not to be construed as being granted for all time, and shall not be deemed to vest in the permittee any right, title or interest whatsoever in or to the lands upon which the works are constructed. Should the lands affected at any time be included within that of an incorporated municipality or city, this permission shall become void, unless the works are on a highway duly classified as an arterial highway pursuant to Section 45 of the *Transportation Act*.
10. That after receiving notice in writing of the intention on the part of the Provincial Government to construct, extend, alter, or improve any public work, the person or persons responsible for the maintenance of the works for which permission is hereby granted shall within six weeks move or alter such work at his or their own expense to such new positions or in such manner as may be necessitated by the construction, extension, alteration, or improvement proposed to be carried out by the Provincial Government.
11. That while reasonable care will be taken on the part of the Provincial Government to do as little damage as possible to any private work in the carrying-out of the construction, extension, alterations, improvement, repair, or maintenance of any public work adjacent thereto, the Provincial Government can accept no responsibility for any kind of such damage.
12. That the permission hereby granted to construct, use, and maintain work is granted without prejudice to the provisions of the *Transportation Act*, or other Acts governing Crown lands and public works or their use by the public.



13. That this permission shall be in force only during such time as the said works are operated and maintained by the applicants, to the entire satisfaction of the Regional Director, Transportation.
14. That the Ministry will not be responsible for grade changes on accesses caused by reconstruction of any Provincial highway.
15. This permit is valid only for the specific works stated herein. Any alterations or additions must be covered by a separate permit.
16. This permit may be canceled, at the discretion of the Minister, without recourse, should the permittee fail to comply with all the terms of the permit. Thirty days' notice will be given before cancellation.
17. When the requirements of the Ministry necessitate use of the said lands for Provincial purposes, at the discretion of the Minister, this permit may be canceled.
18. That these works shall be identified with this permit number in a manner satisfactory to the District Official of the Ministry of Transportation and Infrastructure.
19. As a condition of this permit, the Permittee unconditionally agrees with the Ministry of Transportation and Infrastructure that the Permittee is the prime contractor or will appoint a qualified prime contractor, as described in Section 118 of the *Workers Compensation Act*, for the purposes of the work described by this permit, at the work location described in this permit, and that the Permittee or designated prime contractor will observe and perform all of the duties and obligations which fall to be discharged by the prime contractor pursuant to the *Workers Compensation Act* and the Occupational Health and Safety Regulation.
20. The Permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in coordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.
21. Any works within the Ministry right-of-way that fall within the scope of "engineering" under the *Engineers and Geoscientists Act* will be performed by a Professional Engineer, and shall comply with this Ministry's "Engineer of Record and Field Review Guidelines". The Guidelines can be viewed on the Ministry's website at http://www.th.gov.bc.ca/publications/Circulars/All/T_Circ/2009/t06-09.pdf
22. The Permittee is responsible for preventing the introduction and spread of noxious weeds on the highway right-of-way as defined by the *British Columbia Weed Control Act* and Weed Control Regulation.
23. **A copy of the permit is to be kept by the field supervisor, in order that he is aware of all permit conditions.**
24. The Permittee shall take all reasonable precautions to attempt to ensure the safety of the public in connection with the Use.
No lane closures have been approved for these works.
If it is found that equipment needs to occupy a portion of the shoulder or travelled roadway, work must cease immediately and until an H1080 Lane Closure form has been approved by the Area Manager for the Ministry of Transportation and Infrastructure.
25. As constructed drawings shall be provided, to Regional and District Highways offices, covering all works permitted within our right-of-way.
26. **Warranty**
The Permittee is responsible for any settlement, drainage disruption or damage to the road, caused by these works, for a period of 2 years from the completion date of the works.
27. **Depth of Cover:**
Pipeline must maintain a depth of bury of at least 1.2m below the top of pavement and at least 1.0m below ditch bottoms.
28. **Trenching:**
No cutting of the asphalt surface is permitted. No cutting of the road prism is permitted except at STA 1+200 where the pipeline connects to the existing Phase 1 infrastructure.
Distance from the edge of pavement to the edge of the trench must be at least 150 mm or sufficient to ensure the pavement will not be undermined by sloughing.
All excavated material must be removed from the site immediately. Stockpiling of native material adjacent to the trench is not permitted.
Trenches must be backfilled or adequately covered at the end of the work day.
Trench shoring must conform to WorkSafe BC standards and is to be used where soil conditions warrant. Extreme care must be taken to avoid sloughing of the trench sides to minimize damage to the subgrade beyond the limits of excavation.



29. **Trench Backfill:**

Pipe bedding must conform to industry standards.

Where the installation cuts into the road prism:

Trenches must be backfilled with granular material that meets Ministry standards as set out in Section 202.02 (Table 202-C), 2009 Standard Specifications for Highway Construction and all subsequent interim revisions and updates, in accordance with the following minimum requirements:

(a) Sub-base material must meet or exceed specified requirements for Select Granular Sub Base aggregates.

(b) Crushed Base Course depth is to match existing depth, but must not be less than 300 mm compacted thickness and consist of "25 mm minus" WGB (or IGB) crushed aggregate.

Backfill must be placed in layers not exceeding 150 mm compacted thickness and shall be compacted with approved tamping equipment to a minimum of 95 percent Proctor density to within 300 mm of the surface and 100 percent for the final 300 mm.

Shoulders must be restored to a well compacted, stable and free draining surface and maintaining a minimum of 2% crossfall. Shoulders must be compacted using industry standard equipment. If there is not sufficient moisture present in the material, the surface will be watered before compaction.

IF sloughing of trench sides has undermined the pavement, the Ministry of Transportation and Infrastructure must be notified immediately. The Permittee must have the pavement marked with a painted line showing the extent of the damaged area. Pavement must be removed from this area, up to the centreline, and the voids filled and compacted in accordance with backfill requirements.

30. Removal

The Minister may order the removal or alteration of utility installations, if necessary, for the protection of the highway or highway users.

If the utility owner does not respond to an order to remove or alter a utility installation, the Minister may carry out that work and recover costs from the utility.

31. **Removal of existing lines:**

Any existing waterline, in the vicinity of the new line, must be fully removed.

32. Highest Standards Apply

Where the Ministry and a regulator both set a standard or requirement in a particular area, the highest or most stringent of the two will apply to any installation on highway right-of-way.

33. Clean Up

All unsuitable material and inorganic debris shall be removed from the project area. All surplus or unsuitable organic waste and debris shall be removed from the site unless its complete burning is approved by the Designated Ministry Official in compliance with the BC Open Burning Smoke Control regulation.

34. Revegetation Seeding

Sites are to be reseeded to standards set out in Section 757, Standard Specifications for Highway Construction.

35. Excavations across entrances

Excavations across entrances, whether private or commercial, must be backfilled and thoroughly compacted by the end of the current working day. The surface must be restored, whether paved or gravel, to its original condition within 48 hours.

Affected property owners must be notified at least 48 hours in advance before excavating a driveway.

36. Protection of Survey Monuments

The Permittee shall be responsible for the preservation during construction of all geodetic benchmarks, survey monuments and property markers on the right-of-way. The Permittee shall use, at no expense to the Ministry, a British Columbia Land Surveyor to replace any survey monuments destroyed or damaged as a result of the Permittee's negligence. At locations where construction work will cover or destroy such markers, the Permittee shall not move or remove them until written direction is received from the Ministry Representative.



37. Protection of Roads

The Permittee shall ensure all equipment working on or hauling material on to and from the Site does not damage or deposit material onto any part of an existing roadway. Materials spilled onto the public roadways or driveways opened to public traffic shall be cleaned up immediately. The Permittee has the full responsibility to repair any damage to existing highways, local roads and driveways caused by its construction equipment and/or operations.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Vernon, British Columbia, this 23 day of May, 2017

On Behalf of the Minister