

Myrtle Pond Water System Centennial Drive / Butler Road Hookup Construction

Request for Quote

QUOTE NUMBER: 1220-298

ISSUE DATE: FRIDAY, JANUARY 26, 2024

CLOSING LOCATION:

qathet Regional District email: operations@qathet.ca

CLOSING DATE AND TIME:

Friday, February 23, 2024 – 4:00 pm Pacific Time

CONTACT INFORMATION:

Patrick Devereaux Manager of Operational Services

Tel: 604-485-2260 Email: operations@gathet.ca

NOTE: This RFQ contains MANDATORY requirements. All mandatory requirements must be met, or your Quote will not be reviewed. Please see Section 2.18 – Mandatory Requirements for more information.

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1. INVITATION TO QUOTE

1.1 Purpose

qathet Regional District (qRD) is requesting Quotes from qualified contributors to perform the described Scope of Work to complete the hookup of the Myrtle Pond Water System between Centennial Drive and Butler Road.

Sealed Quotes must be submitted to qRD at the Closing Location and before the Closing Date and Time as indicated on the cover page of this RFQ and must include a copy of Section 1.3 of this Invitation to Quote page signed by an officer, employee or representative of the Proponent that confirms the Proponent's intent to be bound to the terms and conditions of the Contract Documents.

For further information and all inquiries, contact Patrick Devereaux, Manager of Operational Services, operations@gathet.ca.

1.2 Registration of Intent to Respond

If you intend to submit a Quote for the Myrtle Pond Water Hookup Construction, qRD can supply you directly with any Addenda or other correspondence related to this RFQ. Email operations@qathet.ca to advise of your intent to submit a Quote. Please provide the following information in your email:

- a) Statement that you intend to respond to the Myrtle Pond Water Hookup Construction Request for Quotes
- b) Company Name
- c) Company Address
- d) Contact Name, and Title or Position
- e) Contact Phone Number and Contact Email

This option is offered for convenience only. It remains the sole responsibility of the Proponent to check for Addenda on BC Bid or the qRD website.

A Quote is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

1.3 Confirmation of Proponent's Intent to Be Bound

The enclosed Quote is submitted in response to the referenced Quote No. 1220-298; including any Addenda. By submitting a Quote, the Proponent agrees to all of the terms and conditions of this RFQ and associated Contract Documents including the following:

- a) The Proponent has carefully read and examined the entire Request for Quote;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Quote; and
- c) The Proponent agrees to be bound by the statements and representations made in its Quote.

Proponent Name (please print):	
Name of Authorized Representative (please print):	

2. INSTRUCTIONS TO PROPONENTS

2.1 Definitions

Throughout this Request for Quote, the following definitions apply:

"Addenda" means all additional information regarding this RFQ, including amendments to the RFQ;

"BC Bid website" means the BC Bid website located at bcbid.gov.bc.ca;

"Closing Date and Time" means the closing date and time for this RFQ indicated on the cover page of this RFQ;

"Closing Location" means the location for submissions of this RFQ indicated on the cover page of this RFQ;

"Contract" means the written agreement resulting from this RFQ executed by qRD and the successful Proponent as drafted in Appendix B;

"Contract Documents" has the meaning set out in Section B-3 of the Draft Agreement Between qRD and Contractor (Appendix B);

"Contractor" means the successful Proponent to this RFQ who enters into a Contract with qRD;

"Must", or "mandatory" means a requirement that must be met in order for a Quote to receive consideration;

"**Proponent**" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a Quote in response to this RFQ;

"qRD" means gathet Regional District:

"qRD website" means the website located at www.qathet.ca;

"Request for Quote" or "RFQ" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by qRD by Addenda;

"**Should**", or "may" means a requirement having a significant degree of importance to the objectives of this RFQ;

"Quote" means a written response to this RFQ that is submitted by a Proponent; and

"Works" means complete scope of work as laid out in Scope of Work (Appendix G).

2.2 Submission of Quotes

Proposals must be submitted electronically via email with the subject line:

Myrtle Pond Water System Centennial Drive / Butler Road Hookup Construction

And shall be filed with:

Patrick Devereaux, Manager of Operational Services qathet Regional District

Email: operations@gathet.ca

no later than 4:00 pm Pacific Time on Friday, February 23, 2024.

Sealed Quotes must include a copy of Section 1.3 of the Invitation to Quote page signed by an officer, employee or representative of the Proponent that confirms the Proponent's intent to be bound to the terms and conditions of the Contract Documents.

For further information and all inquiries, contact Patrick Devereaux, Manager of Operational Services, at 604-485-2260 or: operations@gathet.ca.

Late submissions will not be considered. Proposals submitted by fax or hard copy will not be accepted.

At the time of submission of the Proposal, the Proposal Submission Form (Appendix A) must be signed. The General Service Agreement between qRD and Consultant (Appendix C) will not be signed until the Proposal has been awarded and accepted.

2.3 Form of Quote

The Quote Submission Form (Appendix A), including the following:

Statement of Proponent's Experience in Similar Works

Statement of Senior Supervisory Staff

Statement of Subcontractors

Statement of Manufacturers and Suppliers

Statement of Proposed Alternative Designs, Materials and Methods

Statement of Environmental and Social Commitment

must be completed in its entirety and signed at the time of submission of the Quote by an officer, employee or representative having authority to bind the Proponent by that signature. Failure to complete the Quote Submission Form will cause your Quote to be rejected. See Section 2.17 Mandatory Requirements. The Draft Agreement Between qRD and Contractor (Appendix B) and the WorkSafeBC Safety Agreement (Appendix E) will not be signed until the Quote has been awarded and accepted.

2.4 Irrevocable Offer

Quotes are irrevocable after the Closing Date and Time and shall remain open for acceptance for a period of [ninety (90) calendar days after the Closing Date and Time. qRD may at any time within such period accept this Quote whether any other Quote has previously been awarded or not.

2.5 Quote Acceptance/Rejection/Cancellation By qRD

The RFQ shall not be construed as an agreement to purchase goods or services. The RFQ does not commit qRD in any way to award a Quote. qRD's acceptance of any Quote is contingent upon having sufficient funds for the project and if qRD considers that all Quotes are priced too high, it may reject them all. The lowest or any Quote may not necessarily be accepted. qRD reserves the right to reject any and all Quotes for any reason or to accept any Quote in whole or in part on the basis of the Quotes received which qRD, in its sole unrestricted discretion, deems most advantageous to itself. Quotes that do not meet the mandatory requirements listed under Section 2.17 will be rejected. qRD reserves the right to cancel this RFQ at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

If only one Quote is received qRD reserves the right to open the Quote in private or, if the Total Quote Amount exceeds the estimated budget for the Contract, qRD may cancel and re-Quote, accept, not accept and cancel or re-scope the Works seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Quote is received from the same Proponent, the last Quote received, as determined by qRD, will be the only Quote considered.

The Proponent acknowledges qRD's rights under this clause and absolutely waives any right of action against qRD for qRD's failure to accept its Quote whether such right of action arises in contract, negligence, bad faith or any other cause of action.

2.6 Litigation

qRD may, in its absolute discretion, reject a Quote submitted by a Proponent if the Proponent, or any officer or director of the Proponent, is or has been engaged either directly or indirectly through another corporation in a legal action against qRD, its elected or appointed officers and employees in relation to:

- a) any other contract for Works or services; or
- b) any matter arising from the qRD's exercise of its powers, duties, or functions under the *Local Government Act* or another enactment, within five years of the date of the public process.

In determining whether to reject a Quote under this clause, the qRD will consider whether the litigation is likely to affect the Proponent's ability to work with the qRD, its consultants and representatives and whether the qRD's experience with the Proponent indicates that the qRD is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

2.7 Quote Withdrawal or Revisions by Proponent

Quotes may be withdrawn by a Proponent by written notice provided such a notice of withdrawal is received prior to the Closing Date and Time. Quotes withdrawn will be returned to the Proponent unopened.

Revisions to a Quote already received may be submitted by electronic mail to operations@gathet.ca or by a signed letter delivered to the Closing Location prior to the Closing Date and Time. The revision must state only the amount by which a figure is to

be increased or decreased, or specific directions as to the exclusions or inclusions of particular words. A Proponent is encouraged to confirm receipt of any revisions.

2.8 Proponent's Responsibility

Terms and Conditions

Each Proponent is responsible to review and understand the terms and conditions of this RFQ and the Works being requested. Each Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFQ, and to prepare and submit its Quote. qRD will not be responsible for any loss, damage or expense incurred by an Proponent as a result of any inaccuracy or incompleteness in this RFQ or as a result of any misunderstanding or misinterpretation of the terms of this RFQ on the part of any Proponent.

Location of Works

Each Proponent shall, before submitting their Quote, satisfy themselves as to the nature and location of the Works and local conditions which might have a bearing on their Quote and the construction of all Works.

Supply of Equipment and Materials

The Contractor shall be responsible to supply all equipment needed preliminary to and during the execution of the Works unless stated otherwise in the Contract Documents. The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the Works in every detail as described in the Quote and as shown on the Engineered Construction Drawings (Appendix F). Materials or products identified by name, manufacturer, model number, etc., shall be used or incorporated into the Works unless alternatives are specifically approved, in writing, by qRD as being "equal" or "equivalent" for the Contract.

2.9 Proponent's Expenses

The Proponent acknowledges and agrees that qRD will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Quote for the proposed Contract or the qRD's acceptance or non-acceptance of their Quote. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ, and by submitting a Quote each Proponent shall be deemed to have agreed that it has no claim.

2.10 Liability for Errors

While qRD has used considerable effort to ensure an accurate representation of information in this RFQ, the information contained in this RFQ is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by qRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

2.11 Modification of Terms

qRD reserves the right to modify the terms of this RFQ at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal Addenda.

2.12 Omissions or Discrepancies

If a Proponent finds any inconsistencies, errors, omissions or discrepancies in the RFQ or its associated Contract Documents, or is in doubt as to their meaning, they shall immediately notify qRD in writing to the Closing Location or by email to operations@qathet.ca. Every request for an interpretation or information by a Proponent shall be made in writing to qRD. Any interpretation of, addition to, deletion from or any corrections to this RFQ or its associated Contract Documents will be issued as written Addenda posted on BC Bid and the qRD website.

2.13 Addenda

All questions must be submitted in writing to the Closing Location address or by email at operations@qathet.ca. qRD reserves the right to share, with all Proponents, all questions and answers related to this RFQ or its associated Contract Documents in the form of Addenda. All Addenda become part of the Contract Documents and must be considered when submitting a Quote. Verbal answers are binding only when confirmed by written Addenda. Information obtained from any other source is not official and should not be relied upon. All Addenda will be posted on BC Bid and on the qRD website. It is the sole responsibility of the Proponent to check for Addenda on one of these sites. The cut-off for submitting any questions related to this RFQ will be 4:30 pm, five (5) working days prior to the Closing Date and Time. Questions received after this date and time may not be answered.

2.14 Quote Price

The Total Quote Amount provided by the Proponent on the Quote Submission Form (Appendix A) shall be a lump sum price, inclusive of applicable taxes, and shall be accepted as full compensation for the Works and everything supplied and done in connection therewith as described in the Contract Documents.

The Total Quote Amount shall include all costs of every kind and profit thereon including, but not limited to, all office charges, supervision, transport, labour and materials; the provision, maintenance, use, and efficient repair of all equipment and temporary Work of every description, and the performance of all Works that may be required for the proper execution and completion of the Works in accordance with the Contract Documents even though such Work and/or service may not be fully detailed in the Contract Documents.

Proponents must obtain their own information on all matters and things that may in any way influence them in making their Quote and fixing the rates entered by them in the Quote Submission Form.

In order to ensure a competitive Quoting process, qRD will not disclose a budget amount for this project.

2.15 No Increase In Rates

No claim for increase in rates or other prices quoted in the Quote Submission Form (Appendix A) will be entertained after Closing Date and Time, nor shall the Proponent be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by qRD or their agents or employees or any other person.

2.16 Alternatives

The Total Quote Amount provided by the Proponent on the Quote Submission Form (Appendix A) must be based on performing the specified Works using the design, materials and methods shown on the Engineered Construction Drawings (Appendix F).

Should a Proponent propose using alternate designs, materials and methods, a detailed description and breakdown of alternative costs should be provided on the Statement of Proposed Alternate Designs, Materials and Methods included as part of the Quote Submission Form (Appendix A).

Evaluation of proposed alternatives will be made by qRD and any acceptance will be incorporated in the Contract at the discretion of qRD. qRD will adjust the Total Quote Amount in accordance with the price variation indicated for any accepted alternative.

2.17 Mandatory Requirements

Those Quotes passing the mandatory requirements identified below will be further evaluated against the criteria listed in Section 2.19 Evaluation of Quote. Quotes not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

Signed Invitation to Quote page, confirming Proponent's Intent to Be Bound (Section 1 of this document)	
Quote Submission Form (Appendix A) signed by authorized signatory	
Total Quote Amount included on Quote Submission Form (Appendix A)	

2.18 Evaluation of Quote

Quotes that meet all of the mandatory criteria will be further evaluated based on the following criteria:

a)	Price	85
	As indicated in the Quote Submission Form (Appendix A)	
b)	Experience	10
	 As indicated in the Statement of Proponent's Experience in Similar Works 	

c)	Environmental and Social Commitment	5
•	As indicated in the Statement of Environmental and Social	
	Commitment	

2.19 Award of Quote

In accordance with its Procurement Bylaw, qRD offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that qRD will receive the best overall value for the goods and services it requires.

qRD reserves the right, at its discretion, to cancel, award all or part of the Works described in this document to a single Proponent or it may split the award with multiple Proponents. qRD reserves the right, at its discretion, to negotiate with any Proponent that qRD believes has the most advantageous Quote, or with any other Proponent or Proponents concurrently. In no event will qRD be required to offer any modified terms to another Proponent prior to entering into a Contract with the successful Proponent and qRD shall incur no liability to any other Proponent as a result of such negotiations or modifications.

The acceptance of this Quote and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Notice of Award is issued and the Contract Documents are fully executed. Upon receipt of the documents identified in Section 2.27 Submission of Documents, a Notice to Proceed will be issued. No work shall take place on site until a Notice to Proceed is issued.

2.20 Contract Execution

A Proponent who is awarded the Quote is required to accept and execute the Contract Documents within ten (10) working days following receipt of the Notice of Award. If notice is sent by mail, it will be considered received by Proponent five (5) working days after mailing.

Failure to execute the Contact Documents within the time limit shall constitute a breach of agreement. qRD may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFQ process and not enter into a Contract with any of the Proponents.

2.21 Construction Schedule

A construction schedule must be provided to qRD within fifteen (15) working days following Contract execution. Proponents should consider all applicable local bylaws, potential impact to neighbouring residents and businesses, and delays due to weather and environmental requirements when planning working hours.

2.22 Work Commencement & Mandatory Completion Date

The Contractor shall begin work within thirty (30) calendar days following receipt of Notice to Proceed, and will achieve substantial completion of all the Works required by

the Contract Documents within 300 calendar days of receipt of Notice to Proceed. If notice is sent by mail, it will be considered received by Proponent five (5) working days after mailing.

2.23 Insurance

The Contractor must have the ability to comply with the insurance requirements of the Contract Documents. The Contractor must further comply with the *Workers' Compensation Act of British Columbia* and must be in good standing during the term of the Contract. The Contractor must sign and remit the "WorkSafeBC Safety Agreement" (Appendix E) and supply a WorkSafeBC Clearance Letter to qRD upon Quote award and acceptance. The costs for providing all insurances shall be included in the Total Quote Amount.

2.24 Indemnification

The Proponent acknowledges that qRD does not owe a duty of care to the Proponent in the preparation of the RFQ, supply of oral or written information to Proponents, review of Quotes or the carrying out of qRD's responsibilities under this RFQ. The Proponent waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this RFQ, supply of oral or written information to Proponents, review of Quotes, or the carrying out of qRD's responsibilities under this RFQ.

2.25 Submissions of Contract Documents

The Contractor is required to provide qRD with the following documents within ten (10) working days of the Contract execution.

- a) Two copies of the original signed "Agreement between qRD and Contractor" (Appendix B)
- b) Construction Schedule as per Section 2.22 (supplied by Contractor)
- c) "WorkSafeBC Safety Agreement" (Appendix E)
- d) Certificate of Commercial General Liability Insurance, listing qRD as an "Additional Insured" (supplied by Contractor)
- e) Proof of Motor Vehicle Insurance (supplied by Contractor)
- f) WorkSafeBC Clearance Letter (supplied by Contractor)

2.26 Notices, Permits, Licenses

The Contractor must give all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Works. The Contractor shall notify the qRD before any application for license or permit is made in order that the qRD may be represented if they so elect when such application is made.

2.27 Payment Certifier

In accordance with the *Builders Lien Act*, the Payment Certifier designated under the Contract will be qRD.

2.28 Invoicing and Payment

Unless otherwise agreed, the qRD payment terms are net thirty (30) days following receipt of services or approved invoices accompanied by a Project Status Report (Appendix D) from the Contractor, whichever is later. Original invoices are to be forwarded to the accounts payable department of the qRD, unless otherwise directed. The purchase order number assigned by qRD must be stated on the invoice otherwise payment may be delayed.

2.29 Ownership of Documents & Freedom of Information

All documents submitted in response to this RFQ shall become the property of qRD and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Quote under that *Act*.

The requirement for confidentiality shall not apply to any Quote that is incorporated into a Contract for the Works. Further, qRD may disclose the recommended Proponent's Total Quote Amount and combined total evaluation score to the qRD Board at a public meeting, when making a recommendation for the award of the Quote.

2.30 Confidentiality

The Proponent agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Proponent by qRD or otherwise produced, developed or known by the Proponent in responding to this RFQ and/or providing this service under Contract (collectively the "Confidential Information") will not be published or disclosed to any third party during or after the RFQ and/or Contract except as otherwise authorized by qRD. This section shall survive the termination of the Contract.

2.31 Conflict of Interest/No Lobbying

The Proponent shall disclose in its Quote any actual or potential conflict of interest and existing business relationship it may have with qRD, its elected or appointed officials or employees. Otherwise, by submitting a Quote, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFQ. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in qRD's opinion, give rise to an actual or potential conflict of interest in connection with the services described in this RFQ. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFQ or a relationship with any employee, contractor or representative of qRD involved in preparation of this RFQ, participating in the evaluation of Quotes or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the qRD Contact identified on the cover page of this RFQ prior to submitting a Quote.

A Proponent must not attempt to influence the outcome of the RFQ process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly, with any employee, contractor or representative of qRD, including any elected officials of qRD, or with the media, may result in disqualification of the Proponent.

2.32 Collusion

Except as otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent, has or will have any interest or share in this Quote or in the Contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Quotes submitted for this project and the Proponent has no knowledge of the context of other Quotes and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Quote.

2.33 Law

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

2.34 Time is of the Essence

Time is of the essence in this contract.

2.35 Force Majeure (Act of God)

Neither party shall be liable for any failure of or delay in the performance or execution of this RFQ or its associated Contract Documents for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

QUOTE SUBMISSION FORM

(to be completed and submitted by Proponent as per Instructions to Proponents)

TO: qathet Regional District #202-4675 Marine Avenue Powell River, BC V8A 2L2

Chair and Members of the Board.

The undersigned Proponent, having carefully examined Quote No. 1220-298 and its associated
Contract Documents and the locality of the proposed Works, and having full knowledge of the
Works required and of the equipment and materials to be furnished and used, hereby agrees to
provide all necessary materials, supervision, labour, and equipment and perform and complete
all Works and fulfil everything as set forth and in strict accordance with the Contract Documents
and Addenda numbered to for the cost of the Works set out therein would amount to:

TOTAL QUOTE AMOUNT OF \$ ______Including GST at 5%. Total Quote Amount is in Canadian funds.

The undersigned also agrees:

- 1. That qRD is in no way obligated to accept this Quote.
- 2. That the Proponent has reviewed and accepts the terms and conditions of the RFQ as set out in the Contract Documents, and without limiting the foregoing agrees:
 - a) To be bound by the statements and representation made in its Quote;
 - b) That qRD may conduct its evaluation of the Quote in its sole discretion and may consider and apply the results of the evaluation criteria stated in the Contract Documents in a manner that qRD considers to be to its best advantage;
 - c) That the lowest or any Quote will not necessarily be accepted, and that the price to complete the Works is not the only or primary criterion that qRD may use in awarding the Quote; and
 - d) That qRD reserves the right in its absolute discretion to accept the Quote, which it deems most advantageous to itself and the right to reject any or all Quotes.
- 3. That Quotes that do not clearly demonstrate that they meet the mandatory requirements will be rejected.
- 4. That this Quote is made without knowledge of the Quote prices to be submitted for this Works by any other company, firm, or person.
- 5. That this Quote is made without any connection or arrangement with any company, firm, or person submitting a Quote for this Works.
- 6. That this Quote is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this Quote or in the proposed Contract.

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- 7. That this Quote is irrevocable for ninety (90) calendar days after the Closing Date and Time and that qRD may at any time within such period accept this Quote whether any other Quote has previously been awarded or not.
- 8. That the acceptance of this Quote and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents.
- 9. That the Contractor shall begin work within fifteen (15) calendar days following receipt of Notice to Proceed, and will complete all Works required by the Contract Documents within three hundred (300) calendar days of receipt of Notice to Proceed.
- 10. To do all extra Works not reasonably inferable from the Engineered Construction Drawings but called for in writing by qRD and to accept as full compensation therefore payment in accordance with the provisions of Section GC-4 of the General Conditions.
- 11. That payment for the Works done will be made on the basis of the quantities measured by the qRD's Consulting Engineer and at the prices shown in the Quote Submission Form which shall be compensation in full for the Works done under the terms of the Contract.
- 12. That it is obligated to have the following in place before commencing any Works under the Contract:
 - a) WorkSafeBC coverage in good standing;
 - b) Prime Contractor qualified coordinator; and
 - c) Insurance coverage(s) for the amount(s) identified in the Contract Documents.

Name of Proponent	
Address	
City, Province, Postal Code	
Date	Phone No.
Signature of Authorized Repres	 entative

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Extra Work Hourly Rates by Equipment, including Operator (not to be entered under or included in Total Quote Amount)

Equipment Description (including Operator)	Hourly Rate (excluding GST)

For unanticipated Extra Work requiring Equipment not listed above, Force Account Rates will follow the rates outlined in the current version of the BC Road Builders and Heavy Construction Association Equipment Rental Rate Guide.

Extra Work Hourly Rates by Trade, including all Tools and Equipment (not to be entered under or included in Total Quote Amount)

Trade Description	Hourly Rate (excluding GST)

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STATEMENT OF PROPONENT'S EXPERIENCE IN SIMILAR WORKS

We provide the following information regarding **comparable** work experience in order that qRD may judge our ability to fulfil the Contract requirements.

(use additional sheets as required)

Project	Owner/Contact Name	Phone Number	Work Description	Value (\$)

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STATEMENT OF SENIOR SUPERVISORY STAFF

The name of the superintendent and the senior supervisory staff that we propose to place on the project and their previous experience on this type of construction is as follows:

(use additional sheets as required)

Name:	
Experience:	
Dates:	
References:	
Dates:	
Project Name:	
-	
,	
References:	
Dates:	
,	
References:	

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STATEMENT OF SUBCONTRACTORS

It is our intention that the following Work, subject to qRD's approval, will be subcontracted to the individuals or companies indicated below. All other Works will be performed by us and/or our own staff except as authorized by qRD. No change to these subcontractors will be made without the authorization of qRD.

Trade	Name	Location	Phone Number

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STATEMENT OF MANUFACTURERS AND SUPPLIERS

The following is a list of suppliers from whom we intend to purchase the various items of material indicated, together with the product brand name or the name of the manufacturer of each.

We will alter neither products nor suppliers from those listed below without the written authorization of qRD.

Item	Product Description including Brand Name or Manufacturer	Supplier	
	·	_	

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STATEMENT OF PROPOSED ALTERNATE DESIGNS, MATERIALS AND METHODS

We propose using the following designs, materials and methods as alternates to those specified on the Engineered Construction Drawings (Appendix F). Should any of these proposed alternates be accepted by qRD, our Total Quote Amount will need to be adjusted in accordance with the price variations shown below. These prices will represent the total cost difference to qRD for supply and installation of the proposed alternate designs, products or methods in lieu of those specified.

Item	Alternate Design, Material or Method	Supplier (if applicable)	Price Variation (+/-)

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STATEMENT OF ENVIRONMENTAL AND SOCIAL COMMITMENT

The Vision Statement in qathet Regional District's 2023-2027 Strategic Plan reads, "We are progressive and work collaboratively for the common good to support a thriving, inclusive and sustainable community." Two of the primary pillars on which the 2023-2027 Strategic Plan were built are:

- 1. Environmental Sustainability to "Ensure the resiliency, conservation and protection of the natural environment"; and
- 2. Social Sustainability to "Provide access, support and advocacy for a safe, secure and inclusive community".

The Regional District is interested in working with organizations that share similar values, who are committed to protecting the environment, and to improving the outcomes for individuals and the communities in which they work. Quotes submitted in response to this RFQ will be evaluated not only on price, but the best value in relation to the delivery of integrated qualitative, environmental, and social impacts.

Describe your organizational practices, if any, in the following areas. Use a separate sheet of paper may be used. This is your opportunity to describe how your organization shows its commitment to the environment and to the social structure of the communities in which it works. Please provide support for your answers as applicable. You may be asked for further clarification or validation of the information provided in your response.

1. Environment

- ✓ Provide information on your organization's environmental policies, programs and practices that ensure the resiliency, conservation and protection of the natural environment.
- ✓ Describe how your organization strives to reduce greenhouse gas emissions, the generation of waste and its energy consumption.
- ✓ Provide suggestions or innovative ideas as to how any of the Work associated with this project could be conducted in a way that will reduce its environmental impact.

2. Employment

- ✓ Do you pay a living wage (http://www.livingwagecanada.ca/index.php/living-wagecommunities/) to all employees of your organization? Yes or No. If No, please describe the rationale for your wage structure.
- ✓ Do you intend to employ any disadvantaged individuals (those individuals who have or experience barriers to entry into the workforce) or apprentices on this project (onsite or offsite)? Yes or No. If Yes, in what capacity? If No, please provide reasons.
- ✓ Describe how you currently recruit, retain and support employment for disadvantaged individuals in/across your organization.
- ✓ Describe the safety program strategy for your employees.
- ✓ Do you currently employ individuals with families residing in qathet Regional District, inclusive of the City of Powell River?
- ✓ Do you have a fair wage policy in effect?

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3. Skills & Training

- ✓ Describe how you provide training or access to training opportunities that prepare disadvantaged individuals to be employed by your organization.
- ✓ Do you offer career development opportunities to employees within your organization?
- ✓ Have you had any apprentices or trainees on staff in recent years?
- ✓ Do you have a formal apprenticeship training program/plan?

4. Social Value Supply Chain

- ✓ What percentage of the total labour and equipment used to perform the Work will be conducted by local subcontractors and/or the use of local equipment/operators? In what capacity?
- ✓ Do you intend to source local materials where possible for this project?
- ✓ Describe if/how your organization engages small- or medium-size businesses or social enterprises during the course of your work. (Social enterprises are community-based businesses that sell goods or services to achieve a social, cultural and/or environmental purpose, then reinvest the majority of their profits to maximize their social mission.)

5. Community Development

- Describe how your organization engages/consults with the communities in which it works.
- ✓ Describe your record of providing community services or cultural contributions to community organizations/programs/projects in the communities in which you work.

6. Other

✓ Please expand on any other areas where you feel your organization could have a positive environmental and/or social impact on our local community through this project.

SIGNATURES

This Quote is executed under seal at	this	day of	, 2024
Name of Company			
Address			
City, Province, Postal Code			

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| SIGNED by | (Signature) | (Signature) | | (Signature) | | (Signature) | | (Signature) | (Signature

FOR INDIVIDUAL OR PARTNERSHIP:

Authorized Signing Officer and Title

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DRAFT AGREEMENT BETWEEN qRD AND CONTRACTOR (to be signed and dated upon Quote award and acceptance) THIS AGREEMENT made this ______ day of _______, 2024. BETWEEN: qathet Regional District #202-4675 Marine Avenue Powell River, BC V8A 2L2 (hereinafter called "qRD") AND: Contractor Address City, Province, Postal Code (hereinafter called the "Contractor")

B-1 THE WORKS

The Contractor shall:

- 1.1 perform the Works required by the Contract Documents for the construction of the hookup of the Myrtle Pond Water System between Centennial Drive and Butler Road as described in the Scope of Work (Appendix G); and
- 1.2 do and fulfill everything indicated by this Agreement; and
- 1.3 complete all required Works (Substantial Completion) within three hundred (300) calendar days of receipt of Notice to Proceed.

B-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract constitutes the entire "Agreement between qRD and the Contractor" and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between qRD and the Contractor relating in any manner to the Works, including the Quote documents that are not expressly listed in B-3 of the Agreement Contract Documents.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

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B-3 CONTRACT DOCUMENTS

- 3.1 The following components form the Contract Documents:
 - Invitation to Quote (Section 1)
 - Instructions to Proponents (Section 2)
 - Quote Submission Form (Appendix A), including the following:

Statement of Contractor's Experience in Similar Works

Statement of Senior Supervisory Staff

Statement of Subcontractors

Statement of Manufacturers and Suppliers

Statement of Proposed Alternative Designs, Materials and Methods

Statement of Environmental and Social Commitment

- Agreement between qRD and Contractor (Appendix B)
- General Conditions of the Contract (Appendix C)
- WorkSafeBC Safety Agreement (Appendix E)
- Construction Schedule as submitted by Contractor as per Section 2.22 on the Instructions to Proponents
- Engineered Construction Drawings (Appendix F)

B-4	CONTRACT PRICE	
4.1	The Construction Contract Price, excluding GST, is:	
		\$ <u> </u>
4.2	GST, of 5%, payable by qRD to the Contractor is:	
-		\$ _
4.3	Total amount payable by gRD to the Contractor is:	

\$

All amounts are in Canadian funds.

4.4 These amounts shall be subject to adjustment as provided in the Contract Documents.

B-5 PAYMENT FOR CONSTRUCTION WORK

5.1 Subject to a holdback of ten percent (10%) qRD shall:

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- a) make progress payments to the Contractor within thirty (30) days of receipt of an accepted invoice and a Project Status Report (Appendix D) from the Contractor with GST as may be applicable. The purchase order number assigned by qRD must be stated on the invoice otherwise payment may be delayed;
- b) within thirty (30) days of Substantial Performance, pay to the Contractor the unpaid balance of the construction portion of Contract Price with GST as may be applicable; and within fifty-five (55) days after Substantial Performance, pay to the Contractor the balance of the 10% holdback together with any applicable GST

B-6 NOTICES

6.1 All notices, claims, and communication required or permitted to be given hereunder shall be in writing and shall be considered to have been received if personally delivered to the designated officer of the party hereto to whom it is addressed, or if sent by regular mail, to have been delivered within five (5) working days of the date of mailing when addressed to qRD at:

qathet Regional District ATTENTION: Patrick Devereaux, Manager of Operational Services #202-4675 Marine Avenue Powell River, BC V8A 2L2

and to the Contractor at:		
Address		
City, Province, Postal Code		

B-7 SUCCESSION

7.1 The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties. The Contract Documents shall tenure to the benefit of, and are binding on, the parties hereto and their respective successors, and permitted assigns.

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

qathet Regional District

Patrick Devereaux, Manager of Operational Services	Al Radke, Chief Administrative Officer
Contractor	
Company	
Signature	
Name and Title	
Witness	
Signature	
Name and Title	

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GENERAL CONDITIONS OF THE CONTRACT

GC-1 Contract Documents

- 1.1 Nothing contained in the Contract Documents shall create any contractual relationship between qRD and a subcontractor, a supplier, or their agent, employee, or other person performing any of the Works.
- 1.2 qRD shall provide the Contractor, without charge, sufficient copies of the Contract Documents to perform the Works.

GC-2 Assignment

2.1 Neither party to the Contract shall assign or transfer the Contract or any part thereof without the written consent of the other, which consent shall not be unreasonably withheld.

GC-3 Control of the Works

- 3.1 The Contractor shall have total control of the Works and shall effectively direct and supervise the Works so as to ensure conformity with the Contract Documents.
- 3.2 The Contractor shall comply with all federal, provincial and local laws, ordinances, codes, bylaws, rules and regulations relating to the execution of the Works.

GC-4 Changes in the Works

- 4.1 qRD may issue to the Contractor a written change order to make changes to the Works, omit part of the Works, or require additional Works.
- 4.2 A change order shall form a schedule to this Agreement and the terms of the change order shall prevail over any other provision of the Agreement, in the event of an inconsistency between them.
- 4.3 qRD and the Contractor shall appraise the value of the changes to the Works specified by the change order, and within ten (10) calendar days of receipt of the change notice, agree on the new price to be paid for the Works.

GC-5 Protection of Persons and Property

- 5.1 The Contractor shall protect the Works and qRD's property from damage, which may arise as a result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage, which occurs as the result of error in the Contract Document.
- 5.2 The Contractor shall conduct operations with minimum interference to public or private accesses and will maintain protected egress and access at all times. If any of the Works

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- requires limited access closure, the Contractor must communicate details of closure with public stakeholders in advance of closure.
- 5.3 The Contractor will provide and maintain all legal and necessary guards, railings and warning signs during the execution of the Works to fully protect all persons and qRD from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or his employees or the condition or handling of equipment.
- 5.4 The Contractor shall be responsible for any needed traffic control into or around the work site. This work will need to be coordinated with qRD.
- 5.5 The Contractor shall assume full responsibility for the design and adequacy of any temporary shoring and/or bracing required during construction and shall include all necessary signs, barricades and screens as required for the safety of the structure, third parties and workers.
- 5.6 The Contractor shall protect any site improvements such as existing landscaped and asphalt areas.

GC-6 Insurance

- 6.1 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, for the benefit of qRD, its servants and agents, and of the Contractor, its servants and agents, **Commercial General Liability Insurance** against claims for personal injury, death or property damage arising from the performance by the Contractor of its obligations under this Agreement, such insurance to afford protection to the limit of not less than five million dollars (\$5,000,000) in respect of each occurrence. Each policy shall provide for non-cancellation or material change without the Insurer giving at least thirty (30) calendar days' notice to qRD. qRD shall be listed as a "Additional Insured".
- 6.2 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, **Motor Vehicle Insurance**, including bodily injury, death and property damage in an amount no less than two million dollars (\$2,000,000) per occurrence from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Works.
- 6.3 The Contractor shall furnish qRD with a certificate(s) of insurance as evidence that such insurance as specified in Sections 6.1 and 6.2 of this Agreement is in force including evidence of any insurance renewal or policy or policies. Every certificate(s) of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
- 6.4 The Contractor will be responsible for deductible amounts under the insurance policies.
- 6.5 All of the Contractor's insurance policies will be primary and not require the sharing of any loss by qRD or any insurer of qRD.
- 6.6 The Contractor acknowledges that any requirements by qRD as to the amount of coverage under any policy of insurance will not constitute a representation by qRD that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in

Appendix C Page 2 of 6

- adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 6.7 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions set forth herein.
 - a. "multiple-employer workplace" means a workplace where workers of two (2) or more employers are working at the same time;
 - b. "Prime Contractor" means, in relation to a multiple-employer workplace,
 - the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the Prime Contractor for the purposes of this Part, or
 - ii. if there is no agreement referred to in paragraph (a), the owner of the workplace.
 - c. The Prime Contractor of a multiple-employer workplace must:
 - i. ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - ii. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect to the workplace.
 - d. Each employer of workers at a multiple-employer workplace must give to the Prime Contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

GC-7 Prime Contractor

- 7.1 The Contractor shall, for the purposes of the *Workers Compensation Act*, and for the duration of the Work of this Contract:
 - a. be the "Prime Contractor" for the "work site"; and
 - b. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Act* and its regulations, as required to ensure the health and safety of all persons at the "work site".

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- 7.2 The Contractor shall direct all sub-contractors, sub-subcontractors, other contractors, employers, workers and any other persons at the "work site" on safety related matters, to the extent required to fulfill its "Prime Contractor" responsibilities pursuant to the *Act*, regardless of:
 - a. whether or not any contractual relationship exists between the Contractor and any of these entities; and
 - b. whether or not such entities have been specifically identified in this Contract.
- 7.3 As per the requirements of the *Workers Compensation Act* Part 3, Division 3, Section 118(1-3) regarding multiple-employer workplaces:

GC-8 WorkSafeBC

- 8.1 The Contractor shall be solely responsible for construction health and safety within the working areas and for compliance with the *Occupational Health and Safety Act* and Regulations. Therefore, to avoid any misunderstanding as to the extent of the Contractor's responsibility, the Contractor, by executing the Contract unequivocally acknowledges that the Contractor is the Prime Contractor within the meaning of the *Workers Compensation Act*.
- 8.2 The Contractor shall, at its own expense, obtain WorkSafeBC coverage and shall provide evidence of good standing for all its employees working on this Agreement.
- 8.3 At any time during the term of the Contract, when requested by qRD, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractor(s).

GC-9 Indemnification

- 9.1 The Contractor acknowledges that qRD, in the preparation of the Contract Documents, supply of oral or written information to Contractors, review of Quotes or the carrying out of qRD's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Quote, supply of oral or written information to Proponents, review of Quotes, or carrying out of qRD's responsibilities under this Agreement.
- 9.2 The Contractor hereby releases and shall indemnify and save harmless qRD, its officers, agents, employees and volunteers of and from any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability whatsoever (collectively "Claims") arising from, related to, occasioned by or attributable to:
 - a. the errors, omissions or negligent acts of the Contractor, its employees, agents, and subcontractors, in connection with or resulting from the provision of any Works or service which is the subject of this Agreement;
 - b. the breach or non-performance of this Agreement by the Contractor; or
 - c. personal injury including death, property damage and loss arising out of, suffered

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or experienced by any person in connection with or resulting from the provision of any Works or service which is the subject of this Agreement.

The release and indemnity contained in this Agreement shall not apply to the extent that the Claims arise from the gross negligence or wilful misconduct of qRD, its employees or volunteers.

9.3 The provisions of these indemnity clauses will survive termination or completion of the Agreement.

GC-10 Disclaimers/Limitations of Liability

- 10.1 Nothing herein contained will be construed or considered to authorize or empower the Contractor to act as agent for qRD and the Contractor shall not conclude or contract or agree or make any commitment, representation or warranty which binds qRD or otherwise act in the name of or act on behalf of qRD.
- 10.2 Execution of an Agreement shall not constitute approval of any activity or development contemplated in any Quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw. It is the responsibility of the Contractor to obtain such prior to commencement of the services under the proposed contract.

GC-11 Relationship

- 11.1 The legal relationship between the Contractor and qRD arising pursuant to this Agreement shall only be that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and qRD to be that of employee and employer.
- 11.2 This Agreement shall not prevent either party from entering into similar agreements for services from or to others.

GC-12 Warranty

- 12.1 All materials furnished and Works performed by the Contractor must be warranted for a period of one (1) year from date of substantial completion, unless specified otherwise in the Contract. Defects, faulty materials and failures, which occur during the warranty period, shall be rectified to the satisfaction of qRD at the cost of the Contractor.
- 12.2 The Contractor shall be responsible for the proper performance of the Works to the extent that the Contract Documents permit such performance.
- 12.3 qRD shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.4 The Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Works, which appear during the warranty period, specified in the Contract Documents and shall correct or pay for damage resulting from the defects or deficiencies.

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GC-13 General

- 13.1 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties so requires.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.
- 13.3 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

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PROJECT STATUS REPORT

(sample form only)

Company Name		
Address		
City, Province, Postal Code		
Phone, Fax		
Email		
Project Name:		
Progress Billing #		
Period from:	to:	

Details	Amount this Claim	Previous Claims	Total Claims	Approved	Budget	% Completed
	Ciaini	Ciainis	Ciaiiiis	Budget	Remaining	Completed
Invoice #						
Invoice Sub Total						
GST on Invoices						
Total Original Project						
Change Order #						
Change Order Sub Total						
GST on Change Order						
Total Change Orders						
Total Overall Project						

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(hereinafter called the "Contractor")

WORKSAFEBC SAFETY AGREEMENT

To be filled out	pon Quote award	and acceptance)
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BETWEEN:	
qathet Regional District #202-4675 Marine Avenue Powell River, BC V8A 2L2	(hereinafter called "qRD"
AND:	
Contractor	
Address	
City, Province, Postal Code	

For the purposes of this safety agreement, the "Contractor" refers to any sub-contractor or to any designated Prime Contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the "Regulation") as well as the provisions of the *Workers Compensation Act*, RS2019, c. 1, as amended (the "*Act*").

Without limiting the generality of the foregoing, the Contractor agrees:

- In every case the Regulation shall be followed by the Contractor, as well as any existing
 policies or procedures that qRD has developed and implemented. These shall be
 followed without exception.
- 2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by qRD, a worker is put at increased risk, the Contractor will seek a written change of policy or procedure from qRD applicable only to that particular job situation before proceeding with the task.
- 3. Contractors are expected to have read and to enforce every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their supervision follows the Regulation. Contractors are also expected to know and adhere to the Policies and Procedures issued by WorkSafeBC.

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- 4. The *Act* stipulates that qRD is required to enforce the *Act* and the Regulation and to report any infraction of the *Act* or Regulation. The Contractor accepts that qRD will be conducting periodic checks of the Contractor during the Contractors' Works for qRD and will be asking the Contractor to comply with the *Act* and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the work site and will forfeit the Contract with qRD.
- 5. For the purposes of streamlining large construction projects and multiple employer work sites, qRD reserves the right to designate a Prime Contractor amongst contractors who are working on a job-site together. A designated person employed by the Prime Contractor will be appointed by qRD to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the *Act* and the Regulation including any site-specific policies and procedures. This includes having in place an approved WorkSafeBC Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
- 6. It is the responsibility of the Contractor to determine whom qRD has appointed as the Prime Contractor for the work site and to comply with the requirements set out in the foregoing.

NOTE:

- a) All the foregoing constitutes requirements of WorkSafeBC for any workplace in the Province of British Columbia and constitutes qRD's expectations for contractors working on any of qRD's work sites.
- b) Payment of WorkSafeBC assessments by the Contractor does not preclude the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE	day of	, 2022
in	in the Province of	
(city)		
CONTRACTOR:		
Company Name		
President or Owner (signature)		

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APPENDIX F

ENGINEERED CONSTRUCTION DRAWINGS

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GENERAL CONSTRUCTION NOTES

- ALL CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE LATEST REVISION OF THE QATHET REGIONAL DISTRICT (REGIONAL DISTRICT) SUBDIVISION AND DEVELOPMENT STANDARDS, THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE (MoTI), QATHET REGIONAL DISTRICT WATER SERVICES (REGIONAL DISTRICTS) ENGINEERING SPECIFICATIONS AND STANDARD DRAWINGS, VANCOUVER COASTAL HEALTH AUTHORITY (VCHA) AND THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD). AND THE BC BUILDING CODE 2012. UNLESS OTHERWISE NOTED.
- CONTRACTOR NOT TO COMMENCE BACKFILL OPERATION UNTIL THE EXCAVATION AND WORKS HAVE BEEN APPROVED BY THE ENGINEER.
- IF A CONFLICT BETWEEN THE SPECIFICATIONS ARISES, THE MOST STRINGENT SPECIFICATION SHALL APPLY. EXPOSE ALL EXISTING SERVICES AT CONNECTION AND CROSSING POINTS 48 HOURS PRIOR TO STARTING CONSTRUCTION OF SPECIFIED SERVICES. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING WORKS, NOTIFY ENGINEERING IMMEDIATELY OF ANY DISCREPANCIES. . OBTAIN A PERMIT TO CONSTRUCT WORKS ON A MUNICIPAL RIGHT OF WAY FROM THE MOT ENGINEERING DEPARTMENT 48 HOURS PRIOR TO THE START OF ANY
- CONTACT THE REGIONAL DISTRICT AND MoT ENGINEERING DEPARTMENT 24 HOURS PRIOR TO BLASTING ON SITE. PROVIDE BLASTING PROCEDURES IN ACCORDANCE WITH SECTION 02221 OF MMCD. BLASTER TO HAVE VALID REGIONAL DISTRICT/MoT BLASTING PERMIT.
- CONTRACTOR TO OBTAIN PERMIT FROM REGIONAL DISTRICT/Mot PRIOR TO DEPOSIT OR REMOVAL OF SOILS ON THIS SITE.
- ADJUST ALL PROPOSED AND EXISTING APPURTENANCES TO MEET THE FINAL DESIGN ELEVATIONS. . CONTACT & NOTIFY ALL HOMEOWNERS AFFECTED BY WORKS 4 WEEKS PRIOR TO CONSTRUCTION.
- 10. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO MUNICIPALITY STANDARD SPECIFICATIONS AND DRAWINGS UNLESS OTHERWISE NOTED ON THIS DRAWING. 11. REPAIR AND/OR REPLACE ALL INFRASTRUCTURE/PRIVATE PROPERTY DAMAGED OR REMOVED DURING CONSTRUCTION, TO BETTER THAN, OR EQUAL TO PRE-CONSTRUCTION CONDITION.
- 12. REPAIR OR REPLACE TRAIL TO BETTER THAN, OR EQUAL TO PRE-CONSTRUCTION CONDITION 13. ENSURE THE CURRENT MUNICIPAL O.H.&S. GROUND DISTURBANCE PRACTICE AND PROCEDURES ARE FOLLOWED. CONTACT BC1 AT 1-800-474-6886 FOR
- EXTERNAL UTILITY LOCATIONS AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. 14. NOTIFY THOSE HOMEOWNERS WHO WILL BE AFFECTED BY CONSTRUCTION 48HRS BEFORE BEGINNING WORKS. 15. CONFIRM LOCATION AND ELEVATION OF EXISTING UTILITIES AT ALL CROSSINGS AND CONNECTIONS PRIOR TO CONSTRUCTION.

DETAILED CONSTRUCTION NOTES

1. EXISTING CULVERTS TO BE INSPECTED TO ENSURE GOOD WORKING CONDITION.

16. ENSURE ALL EXISTING SERVICES STAY IN OPERATIONAL CONDITION DURING CONSTRUCTION.

APPROXIMATE EXTEND OF SAW CUT AND MILL LAP JOINT. EXACT LOCATION TO BE DETERMINED IN FIELD. MATCH EXISTING GRADE.

3. TRANSITION PROPOSED EDGE OF ROAD INTO EXISTING EDGE OF ROAD.

- USE BEST MANAGEMENT PRACTICES DURING CONSTRUCTION. ADJUST WORK ACTIVITIES DURING PERIODS OF HEAVY RAIN TO MINIMIZE SEDIMENTS ENTERING THE STORM DRAINAGE SYSTEM. SOME BMP'S TO CONSIDER:
- 1. CHECK ALL EQUIPMENT FOR FLUID LEAKS PRIOR TO ENTERING THE WORK AREA. NO EQUIPMENT RE-FUELING TO OCCUR IN THE WORK AREA UNLESS SPILL PROTECTION MEASURES ARE IN PLACE.
- A SPILL KIT TO BE MANAGED MAINTAINED ON SITE THROUGHOUT THE CONSTRUCTION PERIOD
- 4. SURFACE WATER IS TO BE MANAGED WITHIN THE WORK AREA AND TREATED BEFORE DISCHARGED. THIS MAY INCLUDE ONSITE DETENTION AND/OR CULVERT
- 5. COVER EXPOSED SOILS IN INCLEMENT WEATHER IE TARP, HYDRO SEED OR ORGANIC LEAF MULCH

- 1. CONSTRUCT ALL ROADWAYS IN ACCORDANCE WITH THE LATEST REVISION OF THE REGIONAL DISTRICT/Mot SUBDIVISION AND DEVELOPMENT STANDARDS BYLAW NO. 65 AND THE MMCD STANDARD SPECIFICATIONS AND DRAWINGS AND AS SHOWN ON THE TYPICAL SECTIONS.
- 2. CONTRACTOR TO ENSURE EXISTING MONUMENTS AND IRON PINS ARE NOT DISTURBED DURING CONSTRUCTION. ANY MONUMENTS OR IRON PINS IN DANGER OF DISTURBANCE ARE TO BE REFERENCED AND, IF DISTURBED, BE REPLACED BY A BCLS AT THE CONTRACTOR'S EXPENSE.
- 3. CONTRACTOR SHALL RETAIN AND PAY FOR THE SERVICES OF A QUALIFIED INDEPENDENT TESTING ENGINEER FOR THE DESIGN OF ASPHALT MIX AND QUALITY
- CONTROL DURING CONSTRUCTION, AS PER THE LATEST REVISION OF THE REGIONAL DISTRICT/Mot SUBDIVISION AND DEVELOPMENT STANDARDS. 4. PROVIDE TRAFFIC CONTROL AND MAINTAIN ONE LANE OPEN AT ALL TIMES DURING CONSTRUCTION.

EXCAVATION, BACKFILL AND COMPACTION NOTES

- 1. EXCAVATE TO LINES AND LEVELS NECESSARY TO COMPLETE THE WORK. MINIMUM SIDE SLOPES OF EXCAVATIONS SHALL NOT EXCEED 1:1 IN SOIL AND 1:0.25 IN ROCK, UNLESS NOTED OTHERWISE BY GEOTECHNICAL CONSULTANT.
- 2. BACKFILL TO GRADES INDICATED IN LAYERS NOT TO EXCEED 300mm. ALL BACKFILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY AT OPTIMUM
- 3. UNLESS OTHERWISE NOTED, SLAB ON GRADE TO BE CAST OVER 150mm CRUSHED ROCK OR CRUSHED BASE COMPACTED TO 95% STANDARD PROCTOR DENSITY.

- 1. CONSTRUCTION SHALL NOT PROCEED WITHOUT FIRST OBTAINING REGIONAL DISTRICT WATER SERVICES ACCEPTANCE OF THE DESIGN DRAWINGS AND A
- CONSTRUCTION PERMIT FROM VCHA. CONTRACTOR SHALL BE REGISTERED WITH WORK SAFE BC.
- ALL WATERWORKS CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH REGIONAL DISTRICT WATER SERVICES ENGINEERING SPECIFICATIONS AND WATER MAINS SHALL BE DUCTILE IRON PRESSURE CLASS 350 TO AWWA C151; OR PVC DR18 TO AWWA C900 OR AWWA C905; HDPE DR11 TO AWWA 906; OR
- OTHER MATERIAL, APPROVED IN ADVANCE, ON A CASE BY CASE BASIS BY REGIONAL DISTRICT. PROVIDE A MINIMUM 0.9m COVER FOR WATER MAINS.
- MARK WATER MAINS BELOW GRADE USING A METALLIC DETECTABLE REINFORCED UNDERGROUND UTILITY MARKING TAPE. THE TAPE SHALL BE MINIMUM 150mm WIDE, METALLIC BLUE IN COLOUR AND SHALL BE MARKED "CAUTION: WATER LINE BURIED BELOW". INSTALL TAPE ON TOP OF THE PIPE CUSHION 300mm ABOVE
- THE TOP OF THE PIPE. PROVIDE "THORTEC" MARKING TAPE OR APPROVED EQUAL. MAINTAIN A MINIMUM OF 3 m HORIZONTAL CLEAR SEPARATION AND 450 mm CLEAR VERTICAL SEPARATION BETWEEN WATER MAINS AND ALL SANITARY SEWERS/SERVICES AND DRAIN SEWERS/SERVICES EXCEPT WHERE NOTED AND APPROVED BY MSR ENGINEER. SANITARY SEWER MAINS SHALL NOT CROSS OVER
- MAINTAIN A MINIMUM OF 3m HORIZONTAL CLEAR SEPARATION WATER SERVICES AND SEWER SERVICES, SANITARY OR STORM/DRAIN. IN SPECIAL CIRCUMSTANCES, WHERE A SANITARY SEWER OR STORM DRAIN SERVICE IS LOWER THAN A WATER SERVICE BY MORE THAN 450mm IN ELEVATION THE HORIZONTAL OFFSET MAY BE REDUCED TO NO LESS THAN 1.0m EXCEPT WHERE NOTED AND APPROVED BY REGIONAL DISTRICT WATER SERVICES. VCHA APPROVAL IS REQUIRED FOR ANY
- 9. FOR CROSSING OF EXISTING SEWERS, WHERE THE WATER MAIN DOES NOT HAVE THE REQUIRED 450 mm VERTICAL SEPARATION, WRAP THE WATER MAIN JOINTS WITH PETROLATUM TAPE 3 m EITHER SIDE OF THE WATER MAIN. WHERE A VERTICAL SEPARATION OF 150 mm CAN NOT BE ACHIEVED, SPECIAL MITIGATIVE MEASURES SHALL BE USED, INCLUDING WRAPPING OF JOINTS WITH 3m OF CROSSING WITH PETROLATUM PASTE AND TAPE OR SHRINKWRAP ALL IN ACCORDANCE WITH AWWA C17 OR C214.
- 10. WHERE NEW CATCHBASIN (CB) LEADS DO NOT HAVE A 450 mm VERTICAL SEPARATION, WRAP CB LEAD JOINTS WITH PETROLATUM TAPE. 11. MAINTAIN A MINIMUM OF 1.5m HORIZONTAL CENTER TO CENTER AND 150mm CLEAR SEPARATION BETWEEN WATER MAINS AND ELECTRICAL CONDUITS, GAS MAINS AND TELEPHONE CONDUITS EXCEPT WHERE NOTED AND APPROVED BY REGIONAL DISTRICT WATER SERVICES.
- 12. MAINTAIN A MINIMUM OF 1.0m HORIZONTAL CENTER TO CENTER AND AND 150mm CLEAR SEPARATION BETWEEN WATER SERVICES AND ELECTRICAL, GAS AND TELEPHONE SERVICES EXCEPT WHERE NOTED AND APPROVED BY REGIONAL DISTRICT WATER SERVICES.
- 13. CONTRACTOR SHALL CONDUCT PRESSURE TEST IN ACCORDANCE WITH AWWA M23 AND C600 SPECIFICATIONS AND IN THE PRESENCE OF REGIONAL DISTRICT
- 14. CONTRACTOR SHALL FLUSH AND DISINFECT WATER MAINS IN ACCORDANCE WITH AWWA STANDARDS AND AS APPROVED BY REGIONAL DISTRICT WATER SERVICES. WATER SAMPLES FOR HEALTH TESTS TO BE COLLECTED AND PROCESSED BY REGIONAL DISTRICT. PROVIDE 24 HOURS NOTICE TO THE REGIONAL DISTRICT.
- 15. NEUTRALIZE CHLORINE SOLUTIONS IN ACCORDANCE WITH MINISTRY OF ENVIRONMENT AND FISHERIES AND OCEANS CANADA REGULATIONS PRIOR TO DISCHARGE TO
- 16. CONTRACTOR SHALL PROVIDE 24 HOUR NOTICE TO REGIONAL DISTRICT WATER SERVICES PRIOR TO PROCEEDING WITH ANY WATERWORKS. 17. WHERE PRACTICAL, SERVICE LINES AND METER BOXES SHALL BE INSTALLED TO FINISHED GRADE, OUTSIDE OF DRIVEWAYS OR PAVED AREAS.
- 18. ALL WATERMAINS CROSSING DRAINS OR LOCATED WITH 1.5m OF A DITCH WILL BE WRAPPED IN HIGH DENSITY POLYETHYLENE ENCASEMENT (4 MIL CROSS LAMINATED) IN ACCORDANCE WITH AWWA C105/A21.5-18 AND EXTEND A MINIMUM OF 3 M BEYOND THE DRAIN.

EROSION AND SEDIMENT CONTROL

- TO PROTECT THE SOIL, WATER, AND VEGETATIVE RESOURCES OF THE DEVELOPMENT, ONLY THOSE AREAS NECESSARY TO CONSTRUCT THE WORKS AND SERVICES CONTAINED IN THE ENGINEERING DRAWINGS ARE TO BE DISTURBED.
- PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR CONTROLLING EROSION AND SEDIMENT TRANSFER BY UTILIZING SUCH MEASURES AS CONSTRUCTION OF INTERCEPTOR DITCHES, SILT FENCES, HAY BALE STRUCTURES, SEDIMENT CONTROL PONDS, SEDIMENT TRAPS, STAGED
- GRAVEL FILTERS, OR OTHER METHODS HE MAY DEEM NECESSARY TO PREVENT DISCHARGE OF SEDIMENT TO WATERCOURSES. 3. THE CONSULTANT ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM IMPROPER EROSION AND SEDIMENT CONTROL MEASURES UNDERTAKEN BY THE
- 4. PRIOR TO SUBSTANTIAL COMPLETION THE CONTRACTOR SHALL PREPARE AND REVIEW WITH THE OWNER A PLAN WHEREBY THE OWNER WILL UPON FINAL COMPLETION ASSUME RESPONSIBILITY FOR ONGOING EROSION AND SEDIMENT CONTROL MEASURES ON THIS SITE.

MYRTLE POND WATER

DRAWING INDEX:

COO - COVER SHEET

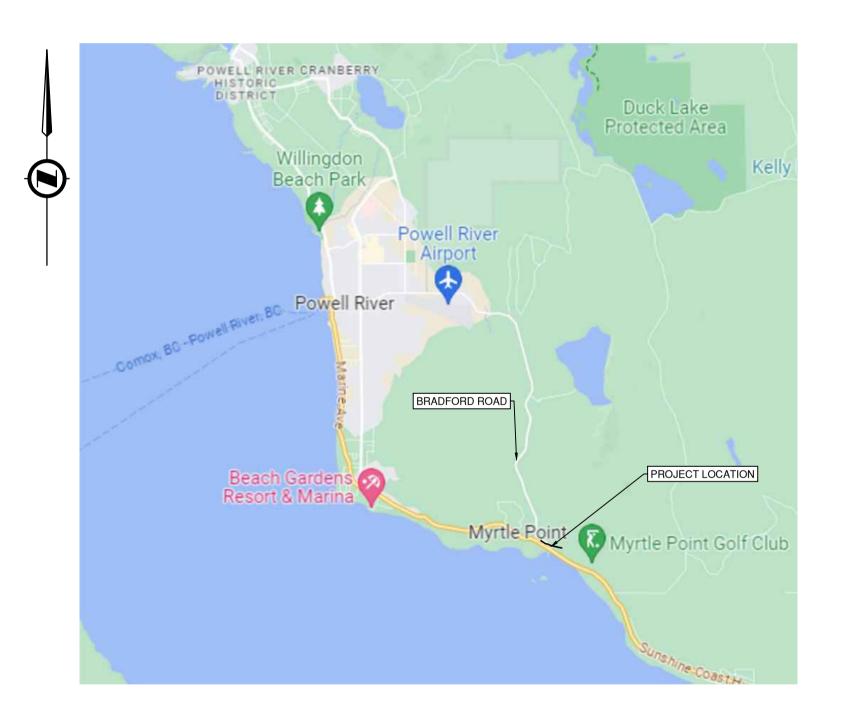
CO1 - PLAN AND PROFILES

CO2 - BRIDGE CROSSING SECTIONS AND DETAILS

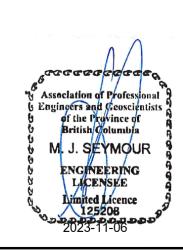
CO3 - DETAILS

PROJECT NUMBER: 23-809 DATE: NOVEMBER 6, 2023

SUBMISSION TO: VANCOUVER COASTAL HEALTH AUTHORITY



LOCATION PLAN
SCALE: NTS





PERMIT TO PRACTICE #1001876



C01

NORTH ARROW

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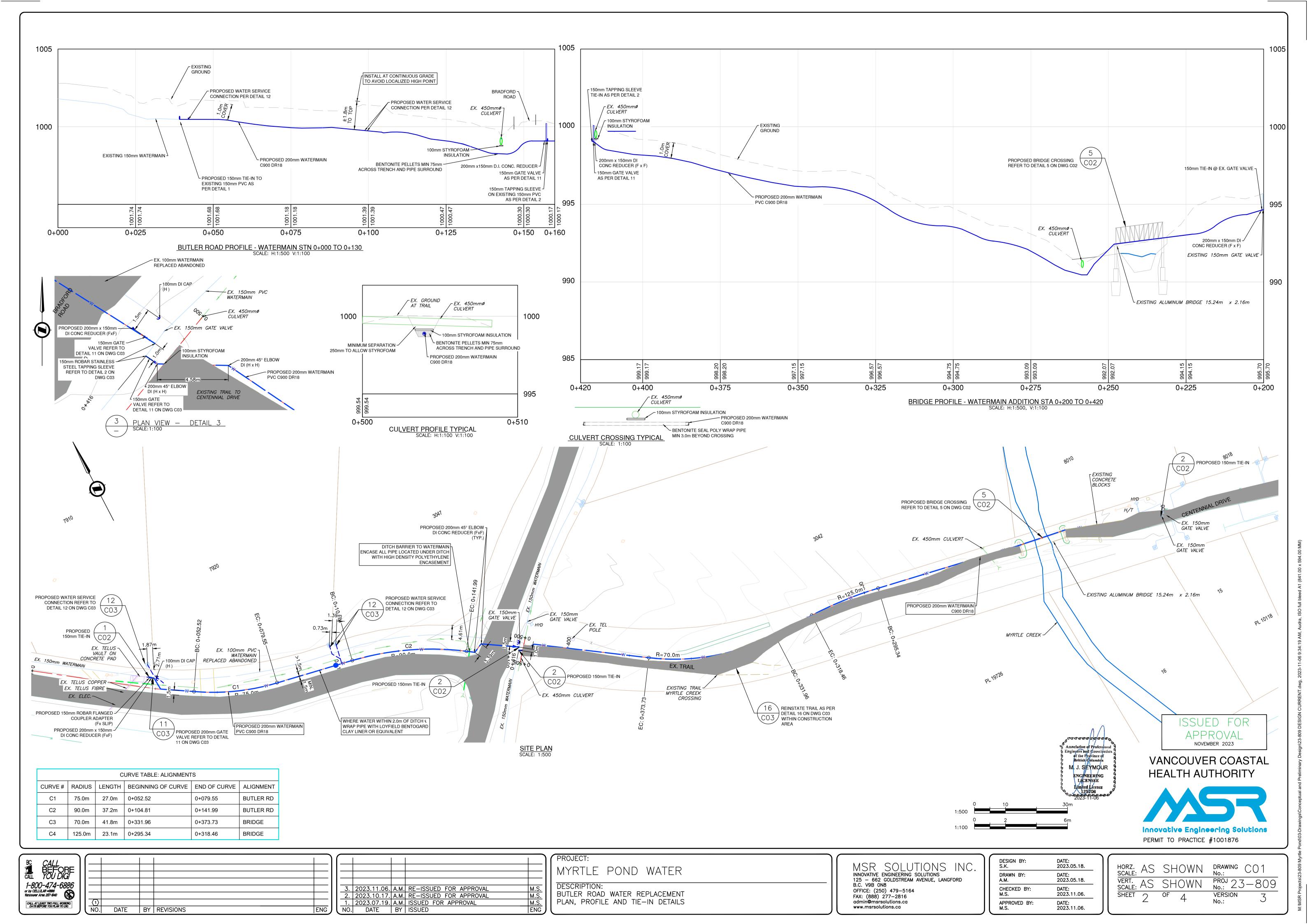
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		2.	2023.10.17.	A.M.	RE-ISSUED FOR APPROVAL		M.S.
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NG	l	NO.	DATE	BY	ISSUED		ENG

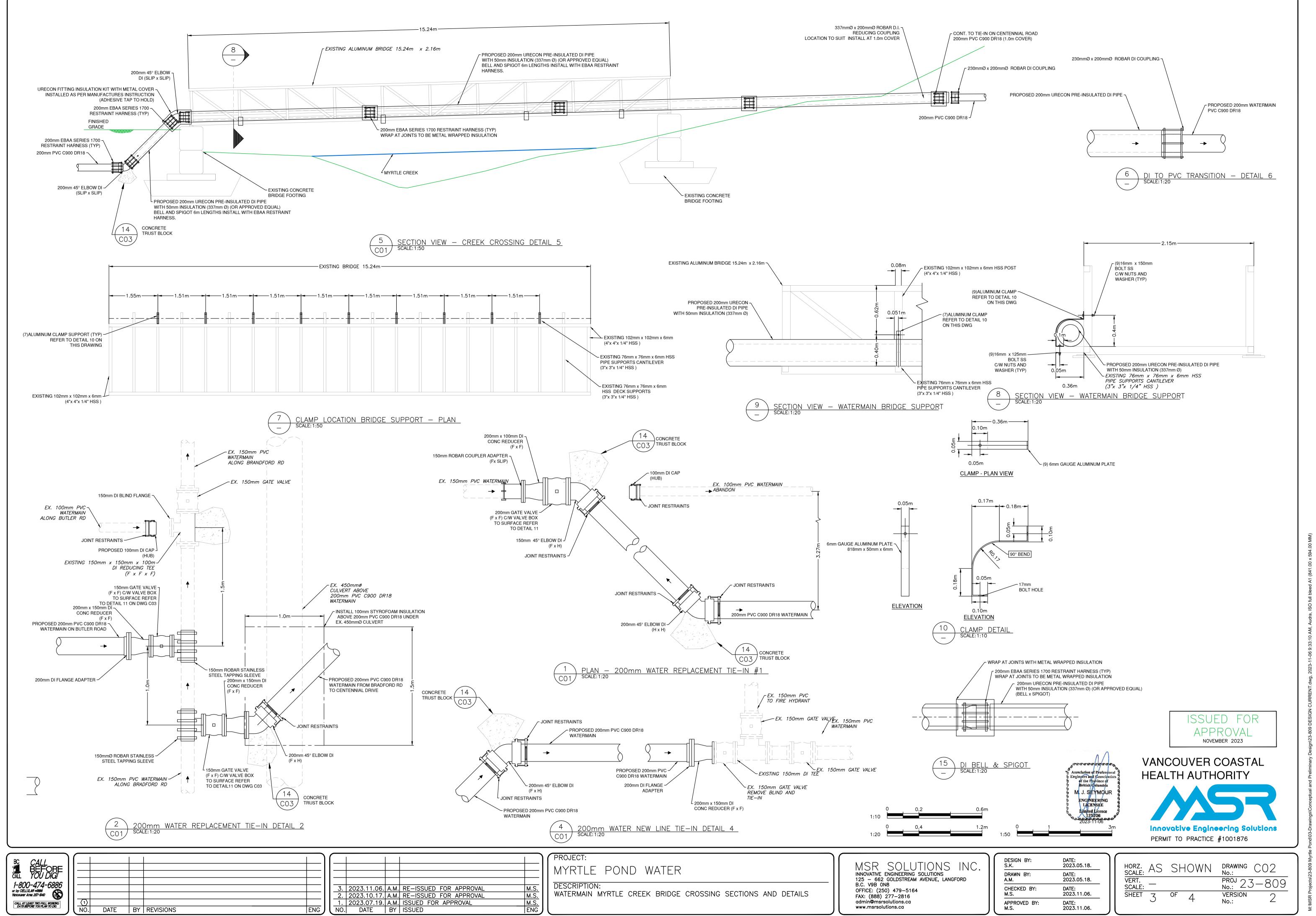
MYRTLE POND WATER DESCRIPTION: COVER PAGE

MSR SOLUTIONS INC. INNOVATIVE ENGINEERING SOLUTIONS 125 - 662 GOLDSTREAM AVENUE, LANGFORD B.C. V9B 0N8 OFFICE: (250) 479-5164 FAX: (888) 277-2816 admin@msrsolutions.ca www.msrsolutions.ca

DESIGN BY: S.K.	DATE: 2023.05.18.	\bigcap
DRAWN BY: A.M.	DATE: 2023.06.26.	Ш
CHECKED BY: M.S.	DATE: 2023.11.06.	Ш
APPROVED BY: M.S.	DATE: 2023.11.06.	\int

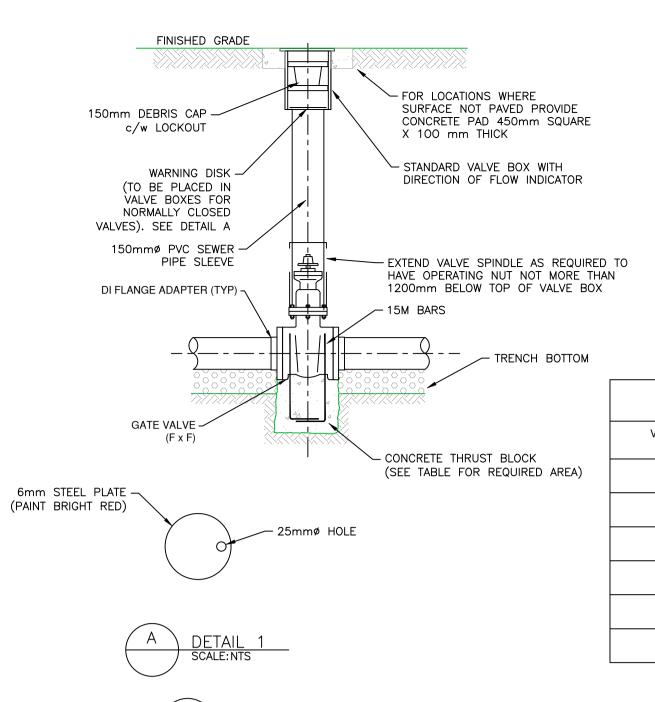
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SHEET	1	OF	4	VERSION 3

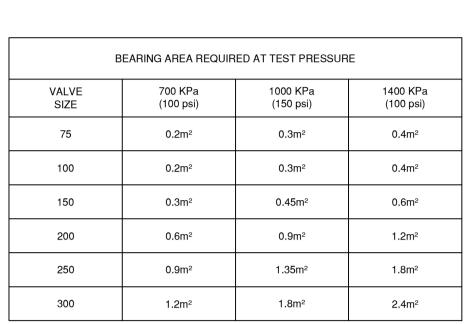




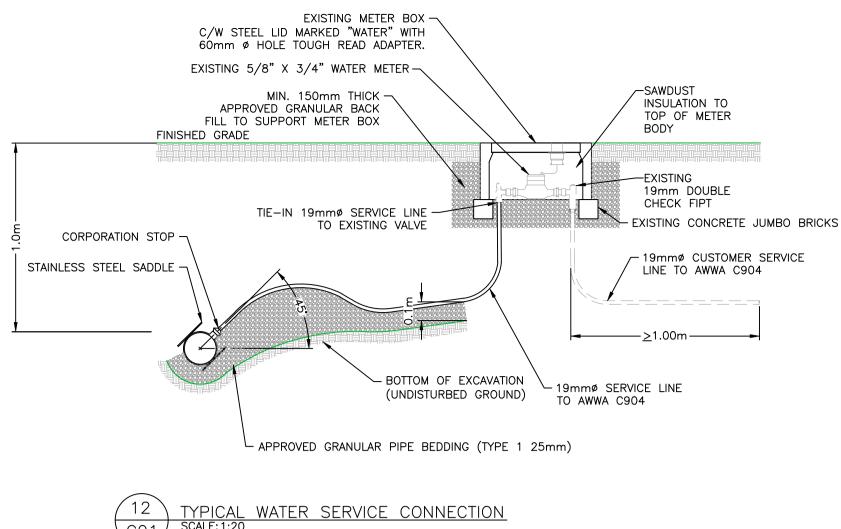
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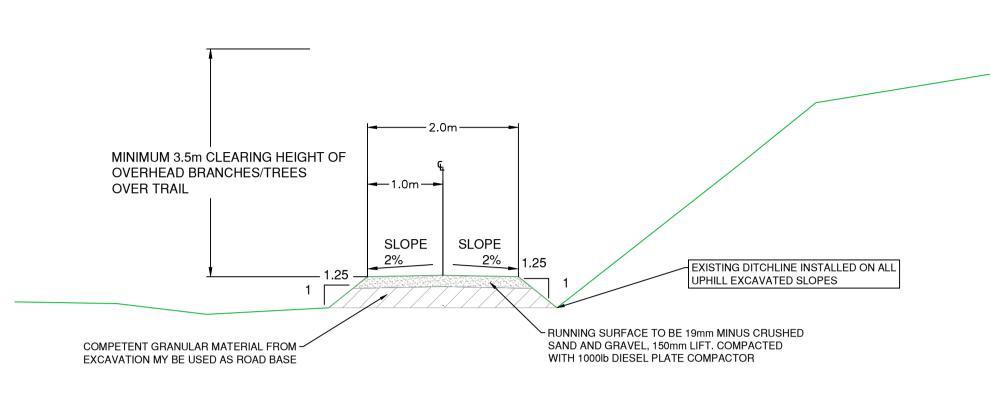




- NOTES:

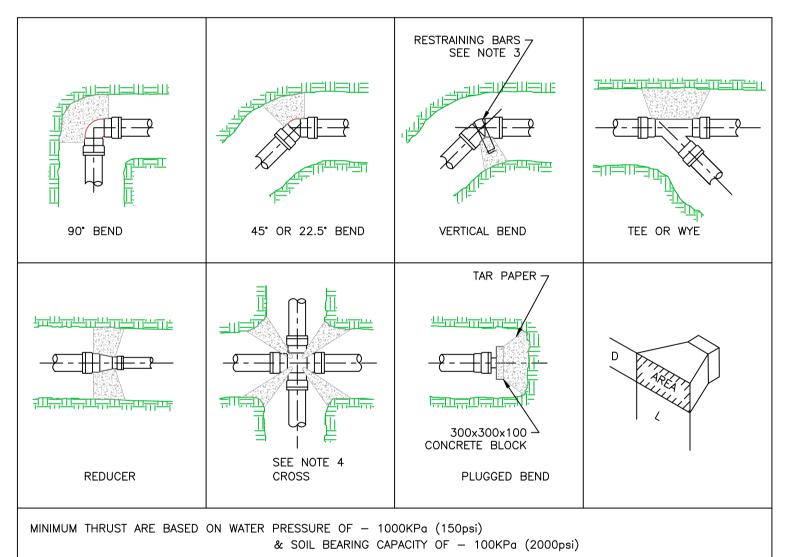
 1. ALL MATERIALS MUST CONFORM TO APPROVED MMCD ENGINEERING SPECIFICATIONS.

 1. ALL MATERIALS MUST CONFORM TO APPROVED BROOKS BOX METER BOX #37 OR 2. METER BOX AND LID TO BE H2O LOAD RATED BROOKS BOX METER BOX #37 OR APPROVED EQUAL.
- 3. SERVICE LINE TO BE CROSS-LINKED POLYETHYLENE-MUNICIPEX OR APPROVED EQUAL c/w STAINLESS STEEL PIPE INSERT AT EACH END OF SERVICE PIPE. INSERT TO BE MUELLER WATER PRODUCTS PART NUMBER 504281 FOR 19mmø SERVICES OR APPROVED EQUAL.



NOTE: RESTORE TRAIL TO PRE-CONSTRUCTION CONDITION.



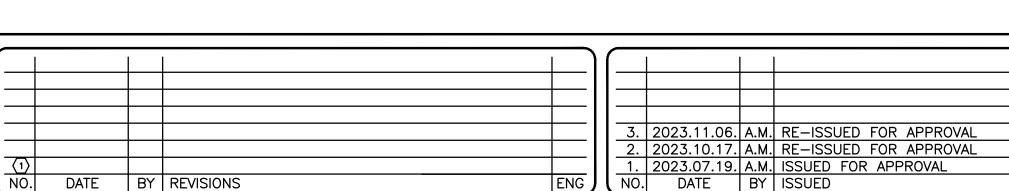


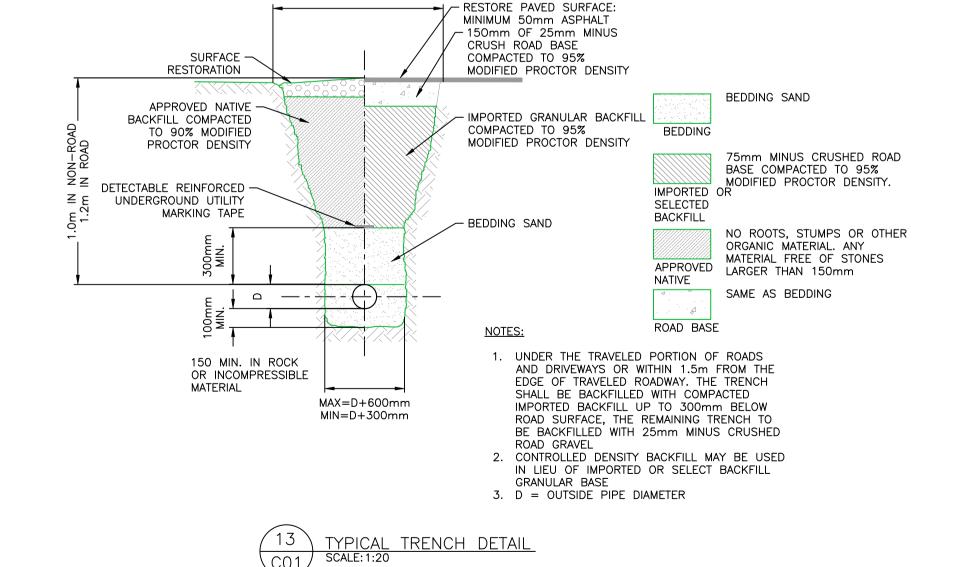
STANDARD GATE VALVE INSTALLATION

FITTING	PIPE SIZE	AREA SQ. METERS	L × D AT FACE	FITTING	PIPE SIZE	AREA SQ. METERS	L × D AT FACE
	100	0.2	0.7 X 0.3m		100	0.1	0.5 X 0.2m
90 °	150	0.4	1.0 x 0.4m	22.5 °	150	0.2	0.7 x 0.3m
BEND	200	0.7	1.2 x 0.6m	BEND	200	0.2	0.7 x 0.3m
	250	1.1	2.0 x 0.6m		250	0.3	0.8 x 0.4m
	300	1.6	2.0 x 0.8m		300	0.5	1.0 x 0.5m
45* BEND OR WYE	100	0.2	0.7 x 0.3m		100	0.2	0.7 x 0.3m
	150	0.3	1.0 x 0.3m	CAPPED	150	0.3	0.8 x 0.4m
	200	0.4	1.0 x 0.4m	END OR TEE	200	0.5	1.0 x 0.5m
	250	0.6	1.0 x 0.6m		250	0.8	1.2 x 0.7m
	300	0.9	1.5 x 0.6m		300	1.1	1.4 x 0.0m

- NOTES:
 1. SOIL BEARING CAPACITY USED IS THAT FOR SOFT CLAY, FOR SOFTER SOILS THRUST BLOCKS SHALL BE DESIGNED BY THE ENGINEER.
- 2. THRUST BLOCKING FOR FITTINGS LARGER THAN 300 DIA. SHALL BE DESIGNED BY THE ENGINEER.

 3. VOLUME OF CONCRETE IN VERTICAL BEND ANCHORS TO BE DETERMINED BY THE ENGINEER. USE 2-20M RETRAINING BARS PER CUBIC METER.
- 4. FOR CROSSED USE VALUE FOR 45° BEND IN EACH QUADRANT. 5. WHERE PIPE SIZE DIFFERS IN ANY ONE FITTING USE VALUE FOR LARGEST SIZE.
- 6. CONCRETE NOT TO ENCROACH ON PIPE BARREL, BUT TO BEAR ON FITTING ONLY.
- 7. CONCRETE TO BE 15MPa (2000psi) COMPRESSIVE STRENGTH. TYPICAL CONCRETE TRUST BLOCK





MAXIMUM D + 1050mm

SURFACE RESTORATION

Association of Profession Engineers and Geoscientis of the Province of British Columbia M. J. SEYMOUR ENGINEERING LICENSEE

NOVEMBER 2023 VANCOUVER COASTAL **HEALTH AUTHORITY**



BC CALL	CALL BEFORE YOU DIG!
or by CELL Yancouver	0-474-6886 LULAR =6886 Area 257-1940
CALL AT DAYS B	LEAST TWO FULL WORKING BFORE YOU PLAN TO DIG

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	2.	2023.10.17.	A.M.	RE-ISSUED FOR APPROVAL	M.S
	1.	2023.07.19.	A.M.	ISSUED FOR APPROVAL	M.S
ENG	NO.	DATE	BY	ISSUED	ENG

PROJECT:	
MYRTLE POND	WATER
DESCRIPTION: DETAILS	

MSR SOLUTIONS	INIC
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INNOVATIVE ENGINEERING SOLUTIONS	
125 - 662 GOLDSTREAM AVENUE, LANGE	FORD
B.C. V9B 0N8	
OFFICE: (250) 479-5164	
TAV: (888) 077 0816	
FAX: (888) 277-2816	
admin@msrsolutions.ca	
www.msrsolutions.ca	

DESIGN BY:	DATE:
S.K.	2023.05.18.
DRAWN BY:	DATE:
A.M.	2023.05.18.
CHECKED BY: M.S.	DATE: 2023.11.06.
APPROVED BY:	DATE:
M.S.	2023.11.06.

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VERT. SCALE:		PROJ 23-809
SHEET 4	of 4	VERSION 3

SCOPE OF WORK

Construction of the water line and trail rehabilitation as described in Appendix F - ENGINEERED CONSTRUCTION DRAWINGS and subject to conditions outline in Appendix H - MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE PERMIT.

APPENDIX H

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE PERMIT



Office: Powell River Area Office

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

Powell River Area Office 6953 Alberni Street Powell River, British Columbia V8A 2B8 Canada

("The Minister")

AND:

qathet Regional District 2815 McCausland Drive Powell River, British Columbia V8A 0S2 Canada

("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 a replacement potable 200mm water line within Centennial Drive Right-Of-Way, located in the gathet Regional District, Powell River, BC as shown on drawing 23-809-C01 and map attached.

Installation is from 8010 Centennial Drive (Lot 17 Block E District Lot 1499 Plan 10118) to 7910 Butler Road (Lot 26 Block 5 District Lot 1499 Plan 19726).

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 Executive Director.
- 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 Executive Director 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 before the DECEMBER 1, 2023 and shall be prosecuted with due diligence and to the satisfaction of the Regional Executive Director and shall be completed on or before the NOVEMBER 30, 2024.
- 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.



Office: Powell River Area Office

(b) That, unless with the consent of the Regional Executive Director 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 their 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 1.0 metres 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. The Permittee shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times, whether before or after the expiration or termination of this permit, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Permittee, its employees, agents or Subcontractors, in connection with the permit.
- 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 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.



Office: Powell River Area Office

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 Executive Director.

- 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.
- 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 co-ordinating 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 "Professional Assurance Guidelines". The Guidelines can be viewed on the Ministry's website at https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/technical-circulars/2023/t01-23.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. In accordance with Sections 000.03 Non-Ministry Developments on Ministry Land or That are Intended to Become Ministry Assets and 165.20 Archaeological and Paleontological Discoveries of the Design Build Standard Specification for Highway Construction In the event that any item of archaeological, heritage, historical, cultural or scientific interest is found on the project site, the following Chance Find Procedure shall apply:

Such item(s) shall remain the property of the Province and the Permittee shall, on making or being advised of such a find, immediately cease operations in the affected area, minimize activities which create ground disturbance in and adjacent to the affected area, and notify the District Official and the Archaeology Branch of the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development [Ministry of Forests]. Work shall not resume within 30 m of the discovery site until an appropriate directive has been received from that agency.

To protect archaeological and paleontological sites that are situated within or adjacent to a project site, the Permittee may be required to use a variety of mitigative measures, including but not limited to drainage or erosion control, slope stabilization measures, or erecting fences or other suitable barriers to protect archaeological or paleontological sites that are situated within or adjacent to a project site. These measures, with any negotiated extensions of time for completion of the Works they require, will be determined and adopted at the discretion of the District Official. The costs associated with such mitigative measures will be borne by the Permittee.

A buffer zone, in which no land alteration or other activity is permitted, may be required to ensure adequate site protection. The width of this buffer zone shall be determined by the District Official in consultation with a representative of the Archaeology Branch of the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development [Ministry of Forests]. The Permittee shall be responsible for the actions of employees and subcontractors with respect to site vandalism and the unlicensed collection of artifacts from Designated archaeological sites in and around the work location.

The Permittee shall ensure that all workers and Subcontractors are fully aware of these requirements and processes.

24. 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.

25. 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



Office: Powell River Area Office

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.

26. Traffic Control Plan

The Permittee shall take all reasonable precautions to attempt to ensure the safety of the public in connection with the Use. In particular, but not so as to limit this obligation, the Permittee shall, if so required by the Designated Ministry Official on reasonable grounds, prepare and implement a traffic control plan. The contents of the plan and the manner in which it is implemented must meet the reasonable satisfaction of the Designated Ministry Official.

Accommodation of Traffic

The Permittee shall, at their cost, supply, erect, and maintain standard traffic control devices in accordance with the Ministry of Transportation and Infrastructure Traffic Management Manual for Work on Roadways and Occupational Health and Safety Regulation.

28. Trenching Standards

Pavement must be cut by hand or approved mechanical means in straight lines parallel to the trench centreline.

Distance from a pavement cut to the edge of the trench must be at least 150 mm or sufficient to ensure the pavement will not be undermined by sloughing.

Except where trenching is well clear of the road shoulder, 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.

Trench Backfill

Pipe bedding must conform to industry standards.

Where sloughing of trench sides has undermined the pavement, the pavement must be marked with a painted line showing the extent of the damaged area. Pavement must be removed from this area and the voids filled and compacted in accordance with backfill requirements.

Trenches must be backfilled with granular material that meets Ministry standards as set out in Section 202.02 (Table 202-C), 2016 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.

30. Temporary Patching

As soon as any portion of the highway can be re-opened to traffic, a temporary asphalt patch must be applied.

31. Permanent Patching

Pavement edges must be cut, made true and straight, cleaned, and primed before installing a final patch.

Asphalt concrete must be restored to the same thickness as the existing surface or to a minimum of 75 mm thickness, whichever is greater. Asphaltic concrete must meet Ministry standards as set out in Section 502, Standard Specifications for Highway Construction.

Asphalt concrete is to be laid in two or more lifts or layers. Each lift is to be thoroughly compacted before successive lifts are applied.

The Permittee will ensure that the permanent pavement patch is to Ministry standards for one year from the date that the patch is installed.

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



On Behalf of the Minister

Office: Powell River Area Office

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 B.C. 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.

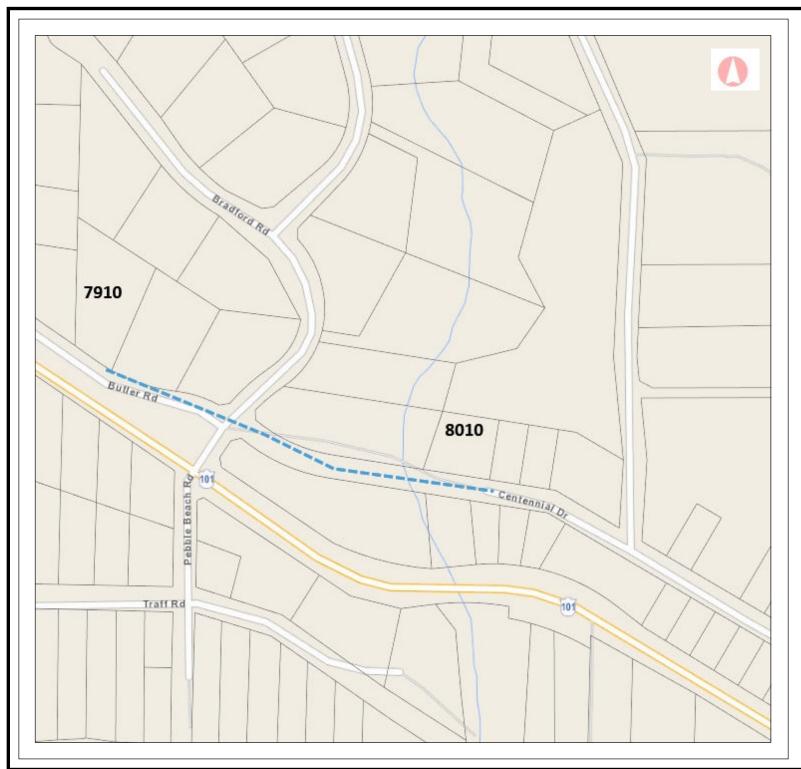
Removal

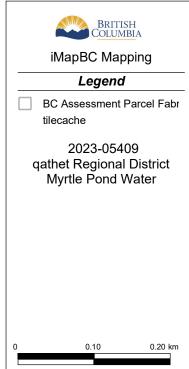
The Minister may order the removal or alteration of utility installations, if necessary, for the protection of the highway or highway users.

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.

- 37. The permittee is responsible for ensuring that all works are contained to the highway right of way. Any works located within private property must have the owner's permission.
- 38. A copy of the permit is to be kept by the field supervisor, in order that he is aware of all permit conditions.
- 39. Three reasonable attempts to bore or jack the pipeline, under paved road crossings, shall be expected prior to consideration of open cut crossings. Should open cutting be subsequently permitted, compaction, material, concrete capping and patching specifications shall be provided. If open cutting is permitted the crossing shall be perpendicular to centre line in order to minimize disturbance to the road structure, unless otherwise approved. Any open cut trench is to be saw cut to a width of one metre additional width beyond the edge of the trench excavation unless such width reaches the curb or edge of pavement. After three (3) months or when the hot patch has settled, the trench plus an additional three (3) meters on either side is to be scarified to a 50mm depth and re-paved to create a smooth seam and surface. The permittee shall be responsible for the repair of any failure and/or settlement of the excavation area for a period of three (3) years.
- 40. As constructed drawings shall be provided, to Regional and District Highways offices, covering all works permitted within our right-of-way.
- 41. The Permittee shall obtain and maintain Commercial General Liability insurance including non-owned automobile and contractual liability insurance in an amount of not less than \$2,000,000.00. The insurance shall comply with all terms and conditions of the Ministry Certificate of Insurance (H0111) and evidence of such insurance shall be given by way of a duly completed H0111. All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada.

The rights gr	anted to the Permit	tee in this permit are to be ex	rercised o	nly for the pu	rpose as defined in l	Recital B on page 1.	
Dated at	Powell River	, British Columbia, this	17	day of	November	, 2023	
					/2		
				Rino F	Parise, Area Manage	er\Development Office	er





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Key Map of British Columbia



