



**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**REQUEST FOR QUOTATIONS**

**For**

**OKANAGAN FALLS SANITARY SEWER COLLECTION SYSTEM  
FLUSHING, CLEANING AND CCTV INSPECTION**

**RDOS-17-PW-28**

**SEPTEMBER 15, 2017**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
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**FLUSHING, CLEANING AND CCTV INSPECTION**

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**REQUEST FOR QUOTATIONS**  
**OKANAGAN FALLS SANITARY SEWER COLLECTION SYSTEM**  
**FLUSHING, CLEANING AND CCTV INSPECTION**

**1. INTRODUCTION**

**1.1. PURPOSE**

The Regional District of Okanagan-Similkameen is requesting quotations for flushing, cleaning and CCTV Inspection of selected areas of the Okanagan Falls Sanitary Sewer Collection System.

The work involves the supply of materials, labour, tools and equipment required to flush, clean and complete the CCTV inspection.

**2. INSTRUCTIONS TO PROPONENTS**

**2.1. SUBMISSION OF QUOTATIONS**

Quotations will be accepted in hardcopy or via fax, or email on the provided quotation documents up to and including:

DATE: **Friday, September 29, 2017**

TIME: **3:00 PM local time**

The Quotation documents sealed in an envelope should be clearly marked with the name and address of the Proponent, the RFQ program title, and be addressed to one the following:

**Janine Dougall, Public Works Manager**  
**Att: J. Burton**  
**Regional District of Okanagan-Similkameen**  
**101 Martin Street**  
**Penticton, B.C. V2A 5J9**

Emailed to [info@rdos.bc.ca](mailto:info@rdos.bc.ca) attention: Judy Burton

Fax to 250.492.0063 Attention: J. Burton

It is the Proponent's sole responsibility to ensure its Quotation is received at the address set out above by the Closing Time. Quotations will not be opened publicly.

Proponents wishing to make changes to their Quotations after submission but prior to the Closing Time may do so by submitting the revisions by fax or hard copy. It is the Proponent's sole responsibility to ensure their revisions were received prior to the Closing Time.

Quotations received after the Closing Time will not be considered or evaluated.

## 2.2. INQUIRIES

All inquiries related to this RFQ are to be directed to the following persons. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses providing new information will be recorded and distributed through an addendum.

For inquiries regarding the sewer system details or scope of work, please contact:

**Rina Seppen, Utilities Foreman, Wastewater**  
Phone: (250) 250-486-4445 or email: [rseppen@rdos.bc.ca](mailto:rseppen@rdos.bc.ca)

For inquiries regarding interpretations of the RFQ sections or Draft Contract documents, please contact:

**Liisa Bloomfield, P.Eng., Engineering Supervisor**  
Email: [Lbloomfield@rdos.bc.ca](mailto:Lbloomfield@rdos.bc.ca)

Proponents shall carefully examine the RFQ documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Quotation submission. Proponents finding discrepancies or omissions in the Contract or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the Engineering Supervisor. If there are any changes, additions, or deletions to the Quotation scope, conditions, or closing date, Proponents will be advised by means of Addenda issued by the Regional District should be acknowledged by the Proponent in their submission on the appropriate document.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFQ or modify the RFQ unless confirmed by written Addendum.

## 2.3. SITE MEETING or PRE-QUOTATION MEETING

There is no pre-Quotation meeting scheduled for this project, however proponents may request a site meeting prior to submitting their quotation with the Utilities Foreman at 250.486.4445.

## 3. GENERAL TERMS OF QUOTATION PROCESS

### 3.1. DEFINITIONS

“**Addenda**” means all additional information regarding this RFQ including amendments to the RFQ;

“**Contract**” means the written agreement resulting from the RFQ executed by the Regional District and the Successful Proponent;

“**Contractor**” means the Proponent whose Quotation has been accepted by the Regional District and is awarded a Contract by the Regional District to carry out the Work;

“**must**” or “**mandatory**” or “**shall**” means a requirement that must be met in order for a quotation to receive consideration;

“**Proponent**” means the responder to this RFQ with the legal capacity to contract;

**“Quotation”** means a written response to the RFQ that is submitted by a Proponent ;

**“Regional District”** means the Regional District of Okanagan-Similkameen;

**“Request for Quotation”** 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 the Regional District;

**“Should”** or **“May”** means a requirement having a significant degree of importance to the objectives of the RFQ but is not a mandatory requirement

**“Work”** means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFQ and submitted Quotation.

### **3.2. ACCEPTANCE OF TERMS AND CONDITIONS**

Submitting a quotation indicates acceptance of all the terms and conditions set out in the RFQ, including those that follow and that are included in all appendices and any Addenda.

A Quotation must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFQ and to the statements and representations in the Proponent’s Quotation.

### **3.3. QUOTATION PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Quotation are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Quotation and award of a contract.

### **3.4. QUOTATION EVALUATION**

Quotations will be evaluated upon the basis of unit prices, total costs quoted and the capability of the Proponent. The entire work will be awarded to one Contractor.

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Quotation with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Quotation with a lower price.

The Regional District of Okanagan Similkameen reserves the right to waive formalities in or reject any or all quotations, to contact references provided by the Proponents, to request points of clarification to assist the Regional District in evaluating Quotations, and negotiate changes with the successful Proponent.

The Regional District reserves the right to reject quotations from Proponents who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the work and the provision of services as specified herein.

### **3.5. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Quotations submitted as confidential but reserves the right to make copies of all Quotations received for its internal review and for review by its financial, accounting, legal, and technical contractors.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFQ and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.6. CONFLICT OF INTEREST**

A Proponent shall disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District Okanagan Falls area. The Regional District may rely on such disclosure.

### **3.7. NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Quotation or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Quotations submitted for this project and the Proponent has no knowledge of the contents of other Quotations and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Quotation.

### **3.8. LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Quotations from such Proponents may be disqualified from the evaluation process.

### **3.9. NO CONTRACT**

This RFQ is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Quotation and participating in the process as outlined in this RFQ, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFQ or submissions prior to the completed execution of a formal written Contract.

### **3.10. ACCEPTANCE OF QUOTATION**

The acceptance of a Quotation for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Quotation. Following acceptance and approval to proceed with the Quotation, the Proponent is expected to enter into a contract with the Regional District to perform the work set out and agreed upon in the Quotation.

The Contract that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the sample Contracting Services Agreement provided in **Appendix B**. The agreement attachments will include the entire Request for Quotation, the Proponent's Quotation submission and any mutually agreed upon modifications, changes or negotiated adjustments.

## **4. QUOTATION CONTENT**

### **4.1. QUOTATION DOCUMENTS**

Quotation forms Q1 to Q5 have been provided in **Appendix A**. These forms must be filled out and submitted with the Quotation documents. Some brief descriptions are included below.

#### Q1 – QUOTATION SUBMISSION DOCUMENT

- Company name, address and telephone number of the submitting office of the Proponent and the main contact for the Quotation documents.

#### Q2 – CONTRACTOR QUALIFICATIONS, EXPERIENCE & SCHEDULE OF EQUIPMENT

- List of at least three (3) previous contracts with references that are relevant to the Work.
- Listing of experience.
- Identify any specialized equipment or unique approaches which your company may use relevant to the required services.

#### Q3 – CONTRACTOR'S SUPERVISORY PERSONNEL

- List key individuals who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed and their experience.

#### Q4 – SCHEDULE OF SUBCONTRACTORS

- Name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.
- The subcontractors listed in the Quotation may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm



to the Regional District the competence of subcontractors prior to acceptance of the Quotation.

**Q5 – SCHEDULE OF QUANTITIES AND PRICES**

- Listing of approximate quantities for the cleaning, flushing and CCTV inspection.
- Unit prices and totals will be entered on this schedule.

**4.2. SAFETY REQUIREMENTS**

Prior to the commencement of work, the Contractor will provide their **Health and Safety Manual** to the Regional District.

**4.3. WORKERS COMPENSATION ACT**

The Proponent, and any proposed sub-contractors and sub-contractors, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Quotation and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

**5. SCOPE OF WORK - GENERAL CONDITIONS**

Despite any other provision of this quotation, the Regional District reserves the right to reduce the number of lineal metres of sewer to be inspected in any component of the work, or to eliminate a component of the work entirely, before awarding a contract. The contract price shall be adjusted accordingly, provided that any such alteration in the scope of the work shall not affect the unit prices submitted by the Proponent.

**5.1. SEQUENCE OF WORK**

The Contractor shall submit a schedule of the proposed work sequence within seven (7) days of the contract being awarded for the Regional District's review.

**5.2. CONTINUOUS SERVICE**

The Contractor should plan to commence work within ten (10) business days of being awarded the contract. The Contractor shall provide continuous service until all work has been completed unless specific arrangements have been agreed to by the Regional District. Continuous service shall mean Monday to Friday, 8:00 a.m. to 4:30 p.m. Exceptions will be made for mechanical breakdown, inclement weather, permit restrictions, sickness and statutory holidays.

**5.3. PRE-WORK MEETING**

Prior to the commencement of the Work, the Contractor shall assemble all of his personnel associated with this contract at the Regional District's Okanagan Falls Wastewater Treatment Plant for an overview of the Work and review of safety issues. This meeting will be of no more than one-hour duration for which no additional payment to the Contractor shall be made.

#### **5.4. TRAFFIC CONTROL**

Signs, barricades and hazard warning lights will be provided by the Contractor. It shall be the responsibility of the Contractor to ensure proper positioning for traffic control, as well as ensure all Regional District bylaws and WCB regulations are adhered to. All traffic control signs and barricades must be at least to the standard required by the Ministry of Transportation and Infrastructure.

Interference to traffic flow shall be kept to a minimum. Inspection equipment shall be arranged so that one traffic lane is kept open at all times. Two-way traffic shall be maintained on main roadways.

It is the Contractor's responsibility to make all arrangements with local authorities for detours, traffic control and similar requirements relating to performance of the Work, and he shall at his own cost, observe their requirements and regulations.

#### **5.5. LICENSES, PERMITS AND INSURANCE**

The Contractor shall obtain any and all licenses, permits and insurances required to operate any equipment under the laws of the Province of British Columbia and in compliance with all Regional District bylaws

#### **5.6. ENVIRONMENTAL REPORT**

The Contractor is required to track all fossil fuel consumption during the Work. The Contractor shall provide a fossil fuel report to the Regional District within fifteen (15) days after completion of the work detailing the usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages. Upon request the Regional District will supply a sample template for reporting fuel use.

### **6. SCOPE OF WORK - SPECIFICATIONS FOR CLEANING OF SEWERS**

The Work under this Specification shall include the furnishing of labour, equipment and materials necessary for the cleaning of the sewers itemized in this Contract and shown on the accompanying plans.

#### **6.1. SCHEDULING OF WORK**

Schedule work to minimize interruptions to existing services.

Maintain existing flow during sewer cleaning and debris removal unless directed otherwise in the contract document.

#### **6.2. EQUIPMENT**

High velocity cleaning equipment to be capable of providing a flow of 4.1 litres per second at 13,800 kPa. Cleaning nozzle to be hydraulically or hydro-dynamically propelled and capable of producing a scouring action from 15 to 45 degrees. The equipment to include a water tank, pumps and hydraulically driven hose reel. Equipment to include a wash down gun for cleaning manholes and an approved backflow preventing device for water tank filling.

Debris removal equipment to consist of a vacuum pump complete with positive displacement pumps or fans producing a minimum of 700 l/s air movement. Equipment to be capable of removing debris at a minimum of 4.5 metres vertical head. Suction hose to be a minimum of 150 mm diameter. Debris tank to be water tight and capable of returning the liquid portion of the debris to the sewer.

Debris and cutting equipment to be an accessory or attachment to hydraulic cleaning equipment. Equipment to be capable of removing heavy roots and solid debris such as encrustation and grease.

Sewer plugs to be designed to stop and/or reduce flow from upstream sewer. Sewer plugs to be equipped with a tethering mechanism to allow for securing during the flow reduction operation and their subsequent removal.

### **6.3. SEWER CLEANING**

Clean all pipelines as specified on the maps.

Begin cleaning from the upstream sewer in the system and proceed downstream. Under no circumstances is the sewer cleaning process to proceed downstream until all contributing upstream sewers have been cleaned. Sewers to be cleaned in the direction of flow.

Remove debris by vacuum pumping at manhole.

Disposal of debris must be at an authorized Septic receiving facility NOTE – there is NO availability at the Okanagan Falls Wastewater Treatment Plant. Arrangements for disposal shall be made by the Contractor.

Treated effluent to use as a water supply is available from the Regional District's Okanagan Falls Wastewater Treatment Plant.

Once the CCTV inspection video is viewed, the Regional District will consider quality of the cleaning completed. Sewer mains not properly cleaned and flushed shall be re-flushed and TV inspected at the direction of the Regional District, at no cost to the Regional District.

### **6.4. ROOT REMOVAL**

Obtain approval from the Utility Foreman, Wastewater prior to undertaking any root cutting.

Run root cutter through entire section of pipeline from manhole to manhole or end of pipe to end of pipe. Use root cutter head appropriately sized for the diameter of the pipeline.

## **7. SCOPE OF WORK - SPECIFICATIONS FOR CCTV INSPECTION OF SANITARY SEWERS**

The Work under this Specification shall include the furnishing of labour, plant and materials necessary for the flushing, stringing, and TV inspection of sewers itemized in this Contract and shown on the accompanying plans, with the exception of work specifically identified to be carried out by RDOS forces.

### **7.1. TV EQUIPMENT**

Television (TV) equipment shall include a self-contained colour TV camera and monitor connected by a coaxial cable. This equipment shall be specifically designed and constructed for sanitary sewer inspection purposes.

The camera shall be mounted on adjustable skids which are adjusted to provide video inspection with 10 percent (10%) of the pipe diameter from the centreline of the pipe. The camera shall be waterproof and shall have a self-contained lighting system capable of being remotely adjustable and of lighting the entire periphery of the pipe. In order to clarify the view of the pipe periphery, services or defects, the camera is to be "Pan & Tilt" with the capability of panning the pipe at 360 degrees with a tilt capability of 275 degrees.

### **7.2. MEASURING DEVICE**

Measurement of the location of defects shall be made by devices having a proven accuracy of plus or minus 0.3 metres measured from the manhole centreline. Cable markings, if used, shall be marked at least every metre. Any type of measurement system shall be subject to approval by the Regional District. All dimensions to be metric.

### **7.3. COMMUNICATION**

Direct voice communication shall be established between the TV monitor station at one end of the sanitary sewer section and the TV camera unit re-wind station at the other end.

This may be accomplished by a direct line of communication or radio. No loudspeaker devices shall be used to establish communications between the TV monitor and camera unit re-wind stations.

### **7.4. MOBILITY**

Equipment shall be mounted in an appropriate type vehicle. Electrical power for the system shall be self-contained. External power sources from public or private residences shall not be permitted.

### **7.5. INSPECTION REPORT**

A television (TV) inspection report, in log form, shall be maintained during the TV inspection. Prior to the commencement of the Work, the Regional District must approve in writing the format of the inspection log report, USB and/or corresponding digital data file type. The submission should contain a sample of a log inspection report and USB/digital data storage. All reported information and chainages shall be in metric.

Prior to TV inspection, all sanitary sewer sections to be inspected, shall be flushed by the Contractor in accordance with the Specifications for Cleaning of Sewers.

The reference location shall include the distance away from the centre of reference manhole and also the position of the leak or fault as referenced to the cross sectional axis of the pipe. All dimensions shall be in

S.I. units.

#### **7.5.1. LAYOUT OF LOG SHEET**

All sanitary sewer sections shall be located on the log form in such a way as to be readily identifiable, as approved by the Regional District. Such items as street, name, manhole numbers type of sewer pipe, section length, direction of flow, manhole depth, sewer pipe size, date, hour of day, name of operating technician and inspection shall also be recorded. Location plan drawings shall be copied in the reverse side to the log sheet in a clear and readable manner.

#### **7.5.2. SERVICE CONNECTIONS**

The log shall record locations of service connections, together with a statement of opinion as to whether or not the service connections are leaking. Notations shall be made differentiating between factory wyes/tees and laterals that were installed by cutting into the pipe wall at a later date. Protrusions of laterals into the sanitary sewer shall be noted with reference to the extent of protrusion.

#### **7.5.3. PHOTOGRAPHS AND/OR DIGITAL IMAGES**

All sewer defects shall be photographed. Minimum photograph dimensions shall be 100 mm X 125 mm. The log inspection report shall show the exact location of each defect discovered and photograph taken by the TV inspection survey and provide details on the nature of the issue. Potential issues include open joints, broken, cracked or collapsed sections, presence of grease or accumulations, root intrusions, settlements, obstructions, infiltration, line and grade and other points of significance.

For each photograph taken, include an overlay of the following data in alpha-numeric form such that it will not interfere with the defect condition reported:

- (i) Report/job number
- (ii) Metre reading position (chainage)
- (iii) Manhole/pipe length reference numbers (from-to)
- (iv) Photograph number
- (v) Condition defect code
- (vi) Date of survey (yyyy.mmm.dd)

Co-ordinate photographs with the written report by reference number and inserting the report following the relevant section of pipeline inspected.

#### **7.5.4. ROOT INTRUSIONS**

The log report shall contain a record of any visible intrusions of roots in the sewer system, together with a root rating classification on a scale from 1 through 9 showing the extent of root growth.

#### **7.5.5. USB DRIVE/DVD RECORDING**

The recording (preferably USB Drive) of all sanitary sewer sections shall be clearly identified and

provided to the Regional District. The cost of the DVD/USB Drive shall be included in the unit rate for TV inspection shown in the Schedule of Quantities and Prices on the Quotation Form.

For recording purposes, the travel speed of the camera shall not exceed 0.15 metres/second and shall be pulled at a continuous rate.

The camera shall stop at each leak, fault, service connection and root problem and a verbal commentary as to the nature of the problem and location shall be given as part of the recording. The 180 degree pan and tilt camera function shall be used to clarify or provide a better view of all pipes.

Recording shall be recorded in colour.

Recording reports submitted with submerged or unclear sections of video longer than 10 metres in total length between consecutive manholes/cleanouts shall not be paid for and must be re-inspected. Other areas may require re-inspection where determined necessary by the Regional District if insufficient detail is provided.

A data generator will be required to electronically generate and clearly display on the viewing monitor and video recording, a record of data in alpha numeric form containing the following minimum information prior to the start of each run:

- a. Manhole (from-to) / pipe length reference numbers
- b. Pipeline dimensions
- c. Pipe material (e.g. vitrified clay, concrete, pvc, etc.)
- d. Type or use of pipe (e.g. sanitary, storm or combined sewer)
- e. Date of survey (yyyy.mmm.dd)
- f. Road name/location
- g. Direction of travel of survey equipment (U or D, Upstream or Downstream)
- h. Inspection (report) number
- i. Verbal description of all the above on screen information

During each run, the data generator must continue to generate, clearly display and record the data in alpha-numeric form containing the following minimum information:

- a. Automatic update of the camera's metre reading position from adjusted zero.
- b. Manhole/pipe length reference numbers.
- c. Type or use of pipe (e.g. sanitary, storm or combined sewer)
- d. The unique inspection/report number of the run
- e. Display digital information such that it will not interfere with the video image on the screen.

#### **7.5.6. INSPECTION REPORT HARD COPIES & DIGITAL FORMAT**

Reports are to be submitted to the Regional District within 10 working days of completion of the field

work on a continuous basis as the inspection area or pipeline types are finalized according to the preapproved format.

One hard copy of the final report at completion of all Work must include the following:

- a. Report presented in 215 mm x 280 mm three ring (D type) binder.
- b. Index of all survey inspection reports contained within.
- c. Sections of report split out by the different roads or sections as preapproved by the Regional District.
- d. Regional District supplied scale drawings with the inspected pipeline highlighted for each section of the report.
- e. Printed report for each section inspected which includes all identified issues, including relevant photographs.
- f. All photographs to be supplied on a USB drive labeled with pertinent information and included in appropriate holders in a back section of the 3 ring binder.
- g. All inspection videos to be supplied on USB drive labelled with pertinent information and included in appropriate holders in the back of the 3 ring binder.
- h. Identification labels for each section of sewer main inspected and the associated USB drive must be identical.
- i. An electronic copy of every inspection report as prepared and presented on USB drive so duplicate copies can be made of the complete final report.

## **7.6. SEWER FLOW CONTROL**

To facilitate television (TV) inspection of sanitary sewer sections, depth of flow shall not exceed approximately 1/3 pipe diameter. Should depth of flow become excessive, one or more of the following methods shall be used to permit work to proceed. No separate payment will be made for this work, as it is deemed to be included in the unit prices in the Quotation.

### **7.6.1. OFF PEAK FLOW SCHEDULING**

Should excessive flows prevent TV inspection of sanitary sewer sections, inspection work shall be scheduled for off-peak flow times. Off-peak flow times occur from 2300 hours (11:00 p.m.) to 0700 hours (7:00 a.m.).

### **7.6.2. PLUGGING OR BLOCKING**

A sewer line plug may be inserted into the sanitary sewer section at a manhole upstream from the section to be inspected.

The plug shall be designed such that either or all or a portion of the impeded sewage flow can be released. During TV inspection, flow shall be either shut off or substantially reduced in order to properly inspect the pipe at the inverts.

Prior approval for plugging or blocking shall be given by the Regional District.

### **7.7. BLOCKAGE AND EXCAVATIONS**

Every reasonable attempt shall be made by the Contractor to complete the section of sewer being inspected. However, should blockage occur, then the Contractor shall notify the Regional District so that precautionary measures may be taken.

Should the Contractor proceed with the inspection contrary to the advice of the Regional District and cause further damage or blockage with the TV equipment in the sewer, then the Contractor shall pay all costs for the excavation, backfill and surface repair to restore the sewer to normal use.

## **8. SAFETY PROCEDURES**

### **8.1. WORK REGULATIONS**

Work will be required to conform to all applicable Workers' Compensation Board (WCB) regulations. In the Quotation, include confirmation of training compliance of the following:

- a) Confined space rescue
- b) Confined space entry
- c) Ventilation
- d) Atmospheric monitoring
- e) Self-contained breathing apparatus
- f) Personal protective equipment

Prior to the commencement of the Work, the Regional District may require the Contractor to demonstrate that workers have knowledge of confined space entry practices and of equipment required for confined space entry.

The Contractor shall supply all safety equipment to conform to all applicable WCB regulations and safety procedures. The Contractor shall be solely and completely responsible for the conditions of the work site including safety of all persons and property during performance of the Work.

### **8.2. DOCUMENTATION AVAILABILITY DURING WORK**

The Contractor shall keep the following documentation available at all times during the Work:

#### **8.2.1. CONTRACTOR'S CONFINED SPACE ENTRY PROGRAM**

Documentation must include confined space entry procedures, lockout procedures, emergency response procedures at a minimum.

Written confirmation of confined space training received by all employees.

#### **8.2.2. EQUIPMENT VERIFICATION**

Documentation verifying the equipment being used meets applicable Worksafe BC requirements.



### **8.2.3. HEALTH & SAFETY MANUAL**

The Contractor's complete Health and Safety Manual must be available onsite during the Work.

### **8.3. SITE INSPECTIONS & AUDIT**

The Contractor shall allow the Regional District the right of inspection and audit of site safety conditions and all pertinent health and safety performance records to measure adherence to safety and health objectives. Such inspection and/or audit may take place without prior warning or notice of intent.

## **9. FEES AND DISBURSEMENTS**

Fees must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.

### **9.1. SEWER CLEANING - MEASUREMENT FOR PAYMENT (SEE GC 13.1 IN CONTRACT)**

Sewer main cleaning will be measured in lineal metres. Payment will be made at the unit price provided in Item B on the Schedule of Quantities and Prices.

Measurement for sewer main cleaning to be determined from plan distances and periodically confirmed by surface measured distances with a calibrated measuring device.

Root cutting will be measured in hours. Payment will be made at the unit price provided in the Quotation. Measurement will be determined from the difference in time between when the cutting tool is engaged at the face of the manhole to when it exits on completion of the root removal process.

Lift Station Cleaning will be measured as a lump sum. Payment will be made at the lump sum provided for Item C on the Schedule of Quantities and Prices.

### **9.2. CCTV INSPECTION - MEASUREMENT FOR PAYMENT (SEE GC 13.2 IN CONTRACT)**

Payment for TV inspection shall be made at the unit price per lineal metre shown in Item D on the Schedule of Quantities and Prices. This unit price shall include the supply of all labour, equipment and materials required to complete the flushing, stringing and video inspection and report submission. No extra payment shall be made for reset due to high flows or impeded movement of the camera.

Upon completion of the TV inspection and the submission of all documentation, logs, DVD's and disks, the District's Representative shall review the DVD's to confirm the progress completed and a progress payment based on the quotation unit rate shall be processed.

## **APPENDIX A**

### **QUOTATION FORMS**

Q1 –QUOTATION SUBMISSION DOCUMENT

Q2 – CONTRACTOR QUALIFICATIONS, EXPERIENCE & SCHEDULE OF EQUIPMENT

Q3 – CONTRACTOR'S SUPERVISORY PERSONNEL

Q4 – SCHEDULE OF SUBCONTRACTORS

Q5 – SCHEDULE OF QUANTITIES AND PRICES

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**OKANAGAN FALLS SANITARY SEWER COLLECTION SYSTEM  
FLUSHING, CLEANING & CCTV INSPECTION**

**Q1 – QUOTATION SUBMISSION DOCUMENT**

DATED: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NO. \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**TO:** Janine Dougall, Public Works Manager  
Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9

The undersigned has carefully examined the site of the Work and the Contract Documents as listed in the Index of Contract Documents for the:

**OKANAGAN FALLS SANITARY SEWER COLLECTION SYSTEM  
2017 FLUSHING, CLEANING AND CCTV INSPECTION**

The Contractor understands the conditions under which the work is to be performed and offers to provide all necessary labour, machinery, tools, equipment, transportation, apparatus and do

all work and furnish all materials, if called for, by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the prices quoted in the Schedule of Quantities and Prices and in accordance with the other Schedules in this Quotation.

The Contractor understands and also agrees as follows:

1. Where a Contingency Allowance is included in the Schedule of Quantities and Prices, only actual expenditures for increases in the quantities and changes in the Work, made upon the written authority of the Regional District, will be paid out of such allowance, and the Contract Price will be changed in the amount by which the Contingency Allowance either exceeds or is exceeded by such expenditures.
2. The estimated quantities of work are approximate only and are subject to increase or decrease, and whether the quantities are increased or decreased, the prices stated in the Schedule of Quantities and Prices shall apply, and the Contract Price shall be adjusted accordingly.
3. If a discrepancy is found between a Unit Price and an Amount, the Unit Price shall be considered as representing the intention of the Contract, and the Regional District will recalculate the Amount. The addition of the Amounts will be corrected and a corrected Quotation Amount and Contract Price will be established.
4. The Quotation may only be accepted by the Regional District sending written notice of acceptance to the Contractor.
5. If this Quotation is accepted within ninety (90) days from the Closing Time, a formal contract, necessary for the performance of the work, will be entered into for securing the terms and conditions of the contract.
6. The Contractor will furnish to the Regional District the signed contract documents and required insurance forms within 10 business days from the notice of award.

**SIGNED AND DELIVERED**

on behalf of the Contractor \_\_\_\_\_

\_\_\_\_\_  
Authorized Signing Officer (Printed Name & Signature)

Authorized Signing Officer (Printed Name & Signature)

**Q2 – CONTRACTOR QUALIFICATIONS, EXPERIENCE & SCHEDULE OF EQUIPMENT**

**QUALIFICATIONS AND EXPERIENCE**

The Contractor states that it has performed similar contracts for the following clients and gives permission for the District to contact the listed contact person and obtain information pertaining to its performance of similar work.

<u>Client</u>	<u>Contract Years</u>	<u>Contact</u>	<u>Phone #</u>

**SCHEDULE OF EQUIPMENT**

<u>Description of Unit</u>	<u>Size or Capacity</u>	<u>Condition</u>	<u>Age</u>	<u>Present Location</u>

**Q3 - SCHEDULE OF CONTRACTOR'S SUPERVISORY PERSONNEL**

The Contractor states that the following supervisory personnel shall be employed on this Contract:

<u>Name</u>	<u>Position</u>	<u>Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Proponent agrees to the following:  
*"Identified Key Project Team members shall only be replaced with written approval of the Regional District."*

**Q4 – SCHEDULE OF SUBCONTRACTORS**

The Contractor states that the following subcontractors shall be utilized on this Contract:

<u>Items of Work</u>	<u>Subcontractor</u>	<u>Phone #</u>
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**Q5 – SCHEDULE OF QUANTITIES AND PRICES**

The Contractor offers the following Schedule of Quantities and Prices for performance of the Contract:

ITEM	NO.	DESCRIPTION AND/OR SPECIFICATION	UNIT OF MEASURE	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
<b>A</b>		Mobilize/Demobilise	Lump Sum	---	---	
		Flushing / Cleaning				
	1	100mm PVC pipe	Lineal metres	84		
	2	150mm PVC pipe	Lineal metres	160		
	3	200mm PVC pipe	Lineal metres	1730		
	4	250mm PVC pipe	Lineal metres	402		
	5	300mm PVC pipe	Lineal metres	512		
	6	Root Cutting	Hours	2		
<b>C</b>		Lift Station Wet Well Cleaning	Lump Sum	3		
		CCTV Inspection				
	1	100 mm PVC pipe	Lineal metres	84		
	2	150 mm PVC pipe	Lineal metres	160		
	3	200 mm PVC pipe	Lineal metres	1730		
	4	250 mm PVC pipe	Lineal metres	402		
	5	300 mm PVC pipe	Lineal metres	512		
		SUB-TOTAL				
		PST				
		GST				
		Contingency Allowance				
		<b>TOTAL QUOTE</b>				



**TOTAL WRITTEN QUOTE**

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**NOTE - QUANTITIES**

The quantities given for unit price items are for comparing bids and may vary from the actual final quantities. No claim shall be made against the Regional District for damage occasioned thereby or for loss of anticipated profits, the Contracting being entitled only to compensation for the actual work done at the unit prices bid.

The Regional District reserves the right to reduce the number of lineal metres of sewer to be inspected in any component of the work, or to eliminate a component of the work entirely, before awarding a contract. The contract price shall be adjusted accordingly, provided that any such alteration in the scope of the work shall not affect the unit prices submitted by the Proponent.

## APPENDIX B DRAFT SERVICES AGREEMENT

**THIS AGREEMENT** made in duplicate this        day of        , 2017.

**BETWEEN:**

THE REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN  
101 Martin Street  
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

**OF THE FIRST PART**

**AND:**

(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Board of Directors of the Regional District of Okanagan-Similkameen on the \_\_\_\_ day of \_\_\_\_\_ 2017, passed resolutions agreeing to enter into a contract with the Contractor relating to the **"Okanagan Falls Sanitary Sewer Collection System Flushing, Cleaning and CCTV Inspection"** and upon the terms and conditions hereinafter set forth:

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained, the parties mutually covenant and agree as follows:

**CA-1    CONTRACT DOCUMENTS**

**1.1**    The following documents, together with this Contract Agreement, shall constitute the complete Contract Documents:

1.    Request for Quotations
2.    Quote Submission
3.    Notice to Proceed
4.    General Conditions
5.    Performance Security
6.    Form of Letter of Credit
7.    Certificates of Insurance
8.    Addenda
9.    Appendix & Drawings (if required)

**1.2**    In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Section 1.1.

**CA-2 CONTRACT TERM**

- 2.1** The Contract for the \_\_\_\_\_ commencing on \_\_\_\_\_ 2017.
- 2.2** The Regional District will have the option of extending the contract, if in the best interest of the Regional District.

**CA-3 PAYMENT**

- 3.1** The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated.

**CA-4 PERFORMANCE SECURITY**

- 4.1** The Contractor hereby deposits with the Regional District, a performance bond, a certified cheque or irrevocable letter of credit, payable to the Regional District of Okanagan-Similkameen, in an amount of \_\_\_\_\_.

**CA-5 WRITTEN NOTICE**

- 5.1** If either party desires to give notice to the other party, under or in connection with the Contract Agreement, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

**REGIONAL DISTRICT at:**

Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C.  
V2A 5J9

**CONTRACTOR at:**

**IN WITNESS WHEREOF** the parties hereto have caused to be affixed their Corporate Seals attested by the signature of their duly authorized signing officers on the date first indicated herein:

**SIGNED, SEALED AND DELIVERED**

on behalf of \_\_\_\_\_ )

in the presence of: )

)

)

)

\_\_\_\_\_ )

Authorized Signing Officer )

)

)

)

\_\_\_\_\_ )

Authorized Signing Officer )

**THE CORPORATE SEAL** of the )

REGIONAL DISTRICT of OKANAGAN- SIMILKAMEEN )

was hereunto affixed by: )

)

)

)

)

\_\_\_\_\_ )

Karla Kozakevich, Chair )

)

)

\_\_\_\_\_ )

Bill Newell, Chief Administrative Officer )

c/s

c/s



## REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

### FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT TEMPLATE

(To be on Bank Letterhead)

, 2017

Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C.  
V2A 5J9

Dear Sirs:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO.:

We hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK), PROVINCE OF BRITISH COLUMBIA, FOR THE ACCOUNT OF (name of tenderer), UP TO AN AGGREGATE AMOUNT OF

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_) available by drafts at sight for 100% value:

1. Drawings are to be made in writing to (NAME OF BANK).
2. Partial drawings may be made.
3. The Bank will not inquire as to whether or not the Regional District has a right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to the Contract Date of Completion.
5. It is a condition of this Irrevocable Standby Letter of Credit, that it shall be deemed to be automatically extended without amendment for a further one (1) year period from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, the issuer notifies the Regional District of Okanagan-Similkameen in writing by registered mail, that it does not elect to consider this Irrevocable Standby Letter of Credit to be renewable for any additional period.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN THE \_\_\_\_\_ DAY OF, \_\_\_\_\_ 2017 (*Specified contract date of completion*).

The drafts drawn under this Credit are to be endorsed hereon and shall state on their fact that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), B.C., Letter of Credit No. \_\_\_\_\_.

Manager, on behalf of (NAME OF BANK) \_\_\_\_\_



**CERTIFICATE OF INSURANCE**

**PROOF OF LIABILITY INSURANCE WILL BE  
ACCEPTED ON THIS FORM ONLY**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

This is to certify that policies of Insurance, subject to their terms, conditions and exclusions, are at present, in force for the Insured named below with the insurer specified.

**NAME OF INSURED:**

\_\_\_\_\_

**ADDRESS OF INSURED:**

\_\_\_\_\_

\_\_\_\_\_

**PROJECT: OKANAGAN FALLS SANITARY SEWER COLLECTION SYSTEM FLUSHING, CLEANING AND  
CCTV INSPECTION - RDOS-17-PW-28**

TYPE	INSURER & POLICY NO.	TERM	LIMITS OF LIABILITY (Not less than \$5,000,000)
<b>COMMERCIAL GENERAL LIABILITY</b>			
Including			Inclusive Limit each Occurrence
<b>NON-OWNED AUTOMOBILE LIABILITY</b>			
			Aggregate Limit, Products and Completed Operations
<b>EXCESS OR UMBRELLA LIABILITY</b>			

**Regional District of Okanagan-Similkameen** has been added as an additional insured to the Commercial General liability Policy but ONLY with respect to liability arising out of operations by or on behalf of the named Insured. The Policy provides Products and Completed Operations, Blanket Written Contractual, Owners and Contractors Protective Severability of Interest or Cross Liability; and where performed by the named insured, coverages include Pile driving, Demolition, Excavation Hazard, Shoring/Underpinning Hazard and Blasting Hazard.

This is to certify that Policies (including endorsements) or insurance as described above have been issued by the undersigned to the named insured above and are in full force at this time. If cancelled or changed in any manner for any reason, during the period of coverage stated herein so as to effective this certificate, thirty (30) days prior written notice will be give by this Insurance Company **Regional District of Okanagan-Similkameen 101 Martin Street Penticton BC V2A 5J9**

Date: \_\_\_\_\_, 2017

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED BY YOUR  
INSURANCE AGENT OR COMPANY AND RETURNED**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**CONTRACT DOCUMENTS GENERAL CONDITIONS**  
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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

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**NOTICE TO PROCEED**

To: \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

The Regional District of Okanagan-Similkameen hereby gives you notice that you are to proceed with performance of the Contract for:

**OK FALLS SANITARY SEWER COLLECTION SYSTEM FLUSHING,  
CLEANING, AND CCTV INSPECTION**

Date of Notice to Proceed:  
\_\_\_\_\_  
(Public Works Manager)  
\_\_\_\_\_  
(Date)

Notice Received / Acknowledged:  
\_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Date)

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**CONTRACT DOCUMENTS**  
**OKANAGAN FALLS SANITARY SEWER COLLECTION, SYSTEM**  
**FLUSHING, CLEANING AND CCTV INSPECTION**

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**GENERAL CONDITIONS OF CONTRACT**

**GC-1 DEFINITIONS**

- 1.1** Wherever the words herein defined, or pronouns used in their stead, occur in these Contract Documents, they shall have the meaning here given, unless the context requires a different meaning.
- 1.2** **CONTRACT** shall mean the documents that a contract comprises, including plans and/or drawings, specifications, all addenda, modifications and changes, together with any other items stipulated as being specifically included.
- 1.3** **CONTRACTOR** shall mean and include, irrespective of sex or number in the party or parties of the second part as named in the Contract, the individual, firm, co-partnership, or corporation and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individuals, firm, co-partnership, or corporation of his, their or its surety under the Contract bond, constituting one of the principals in the Contract and undertaking to perform Work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.
- 1.4** **CHANGE ORDER** is a written communication issued by the Public Works Manager, with the agreement of the Contractor, setting forth the authorized amount to be added to or deducted from the Contract Price on account of changes in the Work ordered by a Field Order.
- 1.5** **CONTRACT PRICE** shall mean the amount of the Contract as shown in the Quotation Submission and in the Contract Documents.
- 1.6** **EQUIPMENT** shall mean anything and everything except Persons used by the Contractor in performance of the Work and except Material as defined herein. It includes all tools, implements, machinery, vehicles, structures, and other things required for the execution of the Work, and provided by the Contractor.
- 1.7** **FIELD ORDER** is a written communication from the Public Works Manager to the Contractor ordering changes in the Work, clarifying the Contract Documents, issuing additional instructions or requesting information.
- 1.8** **MATERIAL** includes all materials and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract Documents.
- 1.9** **OTHER CONTRACTOR** wherever used in these documents means any Person or firm or corporation employed by the Regional District on the Site of the Work other than through the Contractor.

- 1.10 **PERSON** means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.
- 1.11 **PUBLIC WORKS MANAGER** shall mean the Public Works Manager of the Regional District of Okanagan-Similkameen.
- 1.12 **REGIONAL DISTRICT** or **PARTY OF THE FIRST PART** shall mean the Regional District of Okanagan-Similkameen.
- 1.13 **REPRESENTATIVE** shall mean the Public Works Manager or any such Person duly authorized and appointed by the Regional District to act for the purposes of this Contract.
- 1.14 **SITE** shall mean the work site or facility operated and/or owned by the Regional District of Okanagan-Similkameen.
- 1.15 **SUPERINTENDENT** shall mean an employee or representative of the Contractor who is specifically authorized to be in full charge of the Contractor's operations at the Site of the Work and is so designated to the Regional District in writing.
- 1.16 **SUPPLY** or **PROVIDE** shall mean supply and pay for or provide and pay for.
- 1.17 **WORK** shall mean the entire Work, including Materials, labour, Equipment, transportation or other facilities or items ancillary to the foregoing, required to be done, furnished and performed by the Contractor to complete the Contract, in accordance with the Contract Documents.

#### **GC-2 LOCAL CONDITIONS**

- 2.1 The Contractor shall, by personal inspection, examination, calculations, tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicality of the Work and of his methods of procedure.
- 2.2 No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract Agreement, shall affect or modify any of the terms or obligations contained herein.

#### **GC-3 REPRESENTATIVE'S STATUS**

- 3.1 The Representative will be the Regional District's inspector during the period of operation and will observe the Work in progress on behalf of the Regional District for the dual purpose of ensuring that the Contractor maintains the Work in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Documents.
- 3.2 If, at any time, the Representative is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop Work or to take such remedial measures as he considers necessary.
- 3.3 The Contractor shall obey such orders immediately. Neither the giving nor the carrying out of such orders thereby entitles the Contractor to any extra payment.

#### **GC-4 SUPERVISION AND LABOUR**

- 4.1 The Contractor shall employ a competent Superintendent and/or necessary assistants who shall be in attendance at the Site at all times while Work is being performed.

- 4.2 The Superintendent shall be satisfactory to the Regional District and shall be the person named in the Contract's schedule of supervisory personnel in the Quotation and shall not be changed except for good reason and only then after consultation with and agreement by the Regional District.
- 4.3 The Superintendent shall represent the Contractor at the Site and directions given to him by the Regional District shall be held to have been given to the Contractor.
- 4.4 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act and the Workers' Compensation Act, and all other federal and provincial legislation regarding wages and labour regulations.

#### **GC-5 ASSIGNMENT OF CONTRACT**

- 5.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.

#### **GC-6 CONTRACTOR'S FAILURE TO PERFORM**

- 6.1 In case the Contractor shall fail in the due performance of any part of this Contract, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract Agreement, without the permission in writing of the Regional District, it shall be lawful for the Regional District upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the Works and employ the same in such manner as the Regional District may think necessary and proper for completing the Works or any part of them, without rendering the Regional District liable for any loss which the Contractor may sustain by reason of such possession and use.
- 6.2 Any loss, damage or deficiency that may in consequence arise shall be paid or deducted out of any monies retained by the Regional District on account of any Work previously performed by the Contractor and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

#### **GC-7 ENFORCEMENT OF WORK**

- 7.1 Upon breach by the Contractor of any term or covenant hereof, the Regional District retains the right to terminate the Contract Agreement, or to do Work not properly carried out by the Contractor provided the Contractor has first been given seven (7) days notice thereof and has failed in such time to do the Work properly or to remedy the breach.

#### **GC-8 CHARACTER OF WORKMEN**

- 8.1 All workmen must have sufficient knowledge, skill, and experience to perform properly the Work assigned to them and be tactful and courteous in dealing with the public.
- 8.2 Any foreman or workman employed by the Contractor or Subcontractor who, in the opinion of the Regional District, does not perform his Work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner, shall, at the written request of the

Representative, be removed from the Site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Representative.

#### **GC-9 INDEMNITY**

**9.1** The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Regional District, by reason of any act or omission or alleged act or omission of the said Contractor, his agents, employees, or Subcontractors in the execution of the Work.

#### **GC-10 PERMITS AND REGULATIONS**

**10.1** The Contractor shall, at his own expense, procure all permits, certificates and licenses required for the execution of the Work and shall comply with all federal, territorial, provincial, and local laws and regulations, affecting the execution of the Work, save insofar as the Contract Documents specifically provide otherwise.

#### **GC-11 INJURY OR DAMAGE**

**11.1** The Contractor shall use due care and take all necessary precautions to ensure the protection of Persons and property and shall comply with the provisions of the Workers' Compensation Act of the Province of British Columbia. The Contractor shall be liable for any and all injury or damage which may occur to Persons or to property due to any act, omission, neglect or default of the Contractor, or of his employees, workmen, or agents.

**11.2** The Contractor shall, without further order, maintain at all times during the progress or suspension of the Work, suitable barricades, fences and signs as are necessary to ensure the safety of the public and those engaged in the Work.

**11.3** Notwithstanding the provision of Section GC-6, in an emergency affecting the safety of life, or of adjoining property, the Contractor, without the necessity of authorization from the Representative, shall act in a reasonable manner to prevent loss or injury.

#### **GC-12 CHANGES IN THE WORK**

**12.1** The Regional District may order changes in the Work through additions, deletions, modifications or variations without invalidating the Contract. All such Work shall be executed under the conditions of the Contract.

**12.2** No extra work shall be carried out and no change shall be made, unless pursuant to a Field Order and no payment for extra work shall be made unless authorized by a Change Order.

**12.3** If the Contractor claims that any instruction by drawings, or otherwise, involves extra costs under this Contract, he shall give the Representative written notice thereof immediately, and he shall then follow the Regional District's instruction regarding doing the Work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved it shall be paid.

**12.4** The value of the changes in the Work due to differences between actual measured quantities and Approximate Quantities shown in the Quotation shall be determined by the Unit Prices named in the Quotation. No Change Order is required.

**12.5** The value of the change in the Work due to the addition or deletion of Work shall be determined by the Unit Prices named in the Quotation. A Change Order is required.

- 12.6** When there is a change in the Work not covered by Contract Unit Prices, the value of such a change shall be determined by an agreement on a lump sum in each instance between the Regional District and the Contractor.
- 12.7** When Work is being done on a cost basis the Contractor shall be paid for Work performed by his direct Subcontractors; the cost for Subcontractors, determined as in 12.6 above, plus 10% to cover the Contractor's coordination.
- 12.8** When Work is being done on a cost basis, the Contractor shall submit to the Representative daily, an account in triplicate for Work done on the preceding day. The account shall include the man hours, equipment hours and Materials used. The Representative shall, each day, check the account, and if it is numerically correct, he shall sign the three copies and return one signed copy to the Contractor. Only those items which are eligible in accordance with these specifications shall be certified for payment by a Change Order.
- 12.9** If on the day, the Contractor fails to submit an account of Work done on a cost basis, the Representative shall prepare the account, and this shall be used as the basis for payment for that portion of the Work, and no payment will be made for any account subsequently submitted by the Contractor for that portion of the Work.
- 12.10** Neither the Contractor nor the Regional District shall have the right to terminate the Contract or be liable for any failure or delay to perform its obligations, if such default results from any Act of God; i.e. fire, flood, severe storm, etc., or any insurrection, war, civil unrest, or other cause beyond such party's reasonable control.

#### **GC-13 PAYMENT**

- 13.1** Sewer main cleaning will be measured in lineal metres. Payment will be made at the unit price provided in Item B on the Schedule of Quantities and Prices. Measurement for sewer main cleaning to be determined from plan distances and periodically confirmed by surface measured distances with a calibrated measuring device.

Root cutting will be measured in hours. Payment will be made at the unit price provided in the Quotation. Measurement will be determined from the difference in time between when the cutting tool is engaged at the face of the manhole to when it exits on completion of the root removal process.

Lift Station Cleaning will be measured as a lump sum. Payment will be made at the lump sum provided for Item C on the Schedule of Quantities and Prices.

- 13.2** Payment for TV inspection shall be made at the unit price per lineal metre shown in Item D on the Schedule of Quantities and Prices. This unit price shall include the supply of all labour, equipment and materials required to complete the flushing, stringing and video inspection and report submission. No extra payment shall be made for reset due to high flows or impeded movement of the camera.

Upon completion of the TV inspection and the submission of all documentation, logs, DVD's and disks, the District's Representative shall review the DVD's to confirm the progress completed and a progress payment based on the quotation unit rate shall be processed.

- 13.3** Invoices are to be submitted to the Regional District on a monthly basis unless otherwise arranged prior to beginning of the Work. Payment will be made within thirty (30) calendar days upon receipt of an accepted invoice.

#### **GC-14 PAYMENT WITHHELD**

- 14.1** The Regional District may withhold or nullify the whole or part of any payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:
- (a) That the Contractor is not performing the Work satisfactorily.
  - (b) That defective Work is not being remedied.
  - (c) That there are affidavits (or an affidavit) or claim of lien, or liens (or a lien) filed against the lands and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) or claim of lien or of filing or registration of liens (or a lien).
  - (d) That the Contractor is failing to make prompt payments caused by the Contractor to anyone employed on the Site or in connection with the Work.
  - (e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the Site or in connection with the Work.
- 14.2** Where Subcontractors or suppliers of Material are not receiving prompt payment, the Regional District may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

#### **GC-15 REMOVAL OF LIENS**

- 15.1** The Contractor shall forthwith remove at his own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises, probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Regional District from liability arising out of any such affidavit or affidavits of claim of lien.

#### **GC-16 COMPLETION AND ACCEPTANCE**

- 16.1** On completion of the operation, all portions of the Work shall be gone over carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole Works are in a clean and tidy condition, and ready in all respects for acceptance by the Regional District. The Contractor shall, by writing to the Representative, request that a final inspection of the Works be carried out.
- 16.2** On receipt of a written recommendation from the Representative, subject to his acceptance of this recommendation and provided the Contractor has complied with all the provisions of the Contract Agreement save for those which cannot be performed until after the Notice of Acceptance has been issued, will issue the Notice of Acceptance. Such recommendation will only be made by the Representative following:
- (a) The final inspection of the Works and rectification by the Contractor of all job deficiencies.
  - (b) The submission to the Representative by the Contractor of a written statement that all claims and amounts of the Contractor for extra Work, or otherwise in connection with the Contract Agreement, have been presented in writing to the Representative.
- 16.3** If the Contractor considers that for reasons beyond his control all job deficiencies cannot be rectified promptly, he may in writing request a partial acceptance of the Works. Such a written request must be submitted to the Representative, but shall not be submitted to or considered by the Representative until the statement referred to in (b) above has been submitted. Subject hereto, the Representative will consider the request and will make such recommendation thereon to the Regional District as he shall in his absolute discretion think fit.

**16.4** The Regional District will consider the Representative's recommendation and will decide in its absolute discretion how far, if at all, and on what terms to accede to the Contractor's request. Without limiting the generality of the foregoing, the Regional District will require assurance that acceding to such request will not prejudice its rights under any applicable lien legislation or bonds.

**GC-17 WORKERS COMPENSATION COMPLIANCE**

**17.1** The Contractor shall, during the term of this Agreement, show proof of payment of claims in good standing with the Worksafe BC.

**GC-18 INSURANCE**

**18.1** The Contractor shall provide, maintain and pay for the following insurance policies, providing coverage to the Contractor and any Subcontractor performing Work provided by this Contract Agreement:

- a) Comprehensive General Liability Insurance;
- b) Automobile Liability Insurance.
- c) Contractor Equipment Insurance

**18.2** Comprehensive General Liability Insurance

- a) The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death, and damage to property including the loss of use thereof and shall include coverage for;
  - (i) premises, activities and operations liability
  - (ii) blanket contractual liability
  - (iii) cross liability
  - (iv) contingent employer's liability
  - (v) owners and contractors protective
  - (vi) occurrence basis property damage
  - (vii) broad form property damage
  - (viii) employees as insureds
  - (ix) personal injury
  - (x) broad form loss of use
  - (xi) non owned automobile liability
- b) Employees shall be included as additional insureds.
- c) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days, by registered mail, notice in advance of cancellation, termination, or Material alteration.
- d) The policy shall include the Regional District of Okanagan-Similkameen as an Additional Named Insured.
- e) Providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any Person(s) or because of damage or destruction of property caused by an occurrence or accident arising out of or related to the Work or any operations carried out in connection with this Contract;
- f) Including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.



- g) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

**18.3 Automobile Liability Insurance**

- a) The Contractor shall provide and maintain Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000) inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence
- b) The form of this insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the Contract Agreement or until total completion of the Work or such longer period as may be specified by the Regional District.

**18.4 Contractor's Equipment Insurance**

All Risks Insurance for loss or damage to all Contractor's Equipment, owned, leased or for which the Contractor may otherwise be responsible for and used or to be used in the performance of the work. The insurance shall be for an amount not less than the replacement cost value of the Equipment. In the event of loss or damage, the Contractor shall, if so requested by the Regional District, forthwith replace such lost or damaged Equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the Regional District of Okanagan-Similkameen.

Each and every policy insuring Contractor's Equipment to be used on this project shall contain the following clause:

"It is agreed that the right to subrogation against Regional District is hereby waived."

**18.5 Failure to Provide**

- a) If the Contractor fails to do all or anything that is required of it with regard to insurance, and any monies expended by the Regional District shall be repayable and recovered from the Contractor.
- b) The Contractor expressly authorizes the Regional District of Okanagan-Similkameen to deduct from any monies owing the Contractor, any monies owed by the Contractor to the Regional District of Okanagan-Similkameen .

**18.6 Non-Payment of Losses**

- a) The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the insurance requirements of this Agreement, with respect to the liability of the Contractor otherwise.
- b) Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account

**18.7 Insurance Companies**

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

**GC-19 TAXES AND TARIFFS**

**19.1** The Contractor shall be responsible for payment of any of the following:

- (a) Unemployment Insurance

- (b) Canada Pension Plan
- (c) Income Tax
- (d) Health and Welfare Benefits
- (e) Overtime
- (f) Vacation Pay
- (g) Licenses
- (h) Permits
- (i) Goods and Services Tax
- (j) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of an employee.

#### **GC-20 INSPECTIONS OF WORK**

- 20.1** The Representative may, at any time, inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract Documents.
- 20.2** If, in the opinion of the Representative, the Contractor is not meeting the requirements of the Contract Documents, then on written notice from the Representative, the Contractor will proceed without delay to institute corrective measures.
- 20.3** The Representative is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring the Work is being performed in full conformity with all terms and conditions of the Contract Documents.

#### **GC-21 PATENTS AND/OR COPYRIGHTS**

- 21.1** The Contractor shall indemnify and hold and save harmless the Regional District, its officers, agents, servants and employees, from all claims, debts, demands, suits, actions and causes of action, and liability of any nature or kind, and including all costs (including all actual legal costs) and expenses, for or on account of any claim brought by any Person including any Subcontractor for breach of copyright, patent or other intellectual property right arising from or relating to the Contractor's performance of the Work.
- 21.2** Documents require or specify any process, equipment or Work method that infringes on any third party's intellectual property rights then, as part of the cost of the Work, the Contractor shall pay all royalties, patent, license fees or other fees required for the use of such rights. If the Contractor fails or refuses to pay such fees, or fails or refuses to meet its indemnification obligations as set out in this paragraph, then the Regional District may deduct and set off any amount the Regional District may be liable to pay from any payments owing to the Contractor under this Contract.

#### **GC-22 CONTRACTOR'S RECORDS**

- 22.1** The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:
- a) The Contractor shall maintain all ledgers, books of accounts, invoices and cancelled cheques, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District, for a period of five (5) years, or for any longer period required by law, from the date of final payment to

the Contractor pursuant to this Contract;

- b) Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Representative. Copies of such documents shall be provided to the Representative for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in this contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.

- 22.2** If the Representative has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor, its representatives, or its successor-in-interest.

### **GC-23 DISPUTE RESOLUTION**

- 23.1** The Public Works Manager shall, in the first instance, be the interpreter of the requirements of the Contract Documents.

- 23.2** In the event of any Dispute, which shall be any disagreement or misunderstanding between the Public Works Manager and the Contractor after initial attempts at resolution, either party shall provide the other with a written summary of the Contract question(s) at issue and the redress sought. Within fourteen (14) calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

- 23.3** If a party does not give any written response to the written communication then the communication will be deemed to have been accepted by the receiving party.

- 23.4** If there is an exchange of communication and issues remain unresolved, both parties shall:
  - a) make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
  - b) provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

- 23.5** If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute shall be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

- 23.6** The Contractor shall not delay any of the Work of the Contract on account of any dispute, negotiation or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

# Legend

- Manhole
- Service Connection
- Sanitary Main**
- Pipe Diameter (mm)**
  - 150
  - 200
  - 300
- Study Area

