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August 17, 2018

British Columbia Utilities Commission Suite 410, 900 Howe Street Vancouver, B.C. V6Z 2N3

Attention: Mr. Patrick Wruck, Commission Secretary and Manager, Regulatory Support

Dear Mr. Wruck:

Re: FortisBC Energy Inc. (FEI)

Project No. 1598963

Application for Use of Lands under Sections 32 and 33 of the *Utilities Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application)

Response to the British Columbia Utilities Commission (BCUC or the Commission) Information Request (IR) No. 1

On June 28, 2018, FEI filed the Application referenced above. In accordance with Commission Order G-144-18A setting out the Regulatory Timetable for the review of the Application, FEI respectfully submits the attached response to BCUC IR No. 1.

If further information is required, please contact the undersigned.

Sincerely,

FORTISBC ENERGY INC.

Original signed:

Diane Roy

Attachments

cc (email only): City of Coquitlam:

- Jozsef Dioszeghy (<u>jdioszeghy@coquitlam.ca</u>);
- Mark Zaborniak (mzaborniak@coquitlam.ca).



FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) Response to British Columbia Utilities Commission (BCUC or the Commission) Information Request (IR) No. 1

1.0 Reference: Exhibit C1-2, Appendix A, p. 2-3

2 Project Communications

Section 1.3(a)(i) of Appendix A to Exhibit C1-2 (City Terms) states that FortisBC Energy Inc. (FEI)'s communications plan should include an FEI contact centre with FEI staff available 24 hours a day, 7 days a week to receive inquiries from the public.

1.1 Please confirm if FEI is in agreement that FEI staff should be available 24 hours a day, 7 days a week to receive inquiries from the public.

Response:

10 Confirmed. FEI is in agreement that FEI staff should be available 24 hours per day, 7 days a week to receive inquiries from the public with respect to the construction phase of the Project.

15 1.1.1 If not confirmed, please explain.

Response:

18 Please refer to the response to BCUC IR 1.1.1.

Section 1(a) (iv) states that FEI's communications plan should include provision of construction updates to the City of Coquitlam (City) on a weekly basis.

1.2 Please confirm whether FEI identifies any issues with the inclusion of this clause.

Response:

FEI has no issues with the inclusion of this clause. FEI believes having regular construction updates is an effective project management tool to manage construction. Please also refer to the response to BCUC IR 1.3.1.



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FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) Response to British Columbia Utilities Commission (BCUC or the Commission) Information Request (IR) No. 1

2.0 Reference: Exhibit B-2, Application, Appendix B, p. 21

2 Construction Hours

Section 16.1 of Appendix B to Exhibit B-2 (FEI Terms) contains the provision "The City intends on supporting Fortis and its contractor to complete the Project in a timely manner, including permitting early start times on Saturdays and extended hours for tunneling operations, noting that the City maintains the right to deny any permit if it believes the impacts to the public are too great."

2.1 Please discuss if FEI identifies any issues with the City Terms not directly referencing early start times on Saturdays and extended hours for tunneling operations.

Response:

- 13 FEI confirms that it would like early start times on Saturdays and extended hours for tunneling
- 14 options in order to undertake construction more effectively. An increase in working hours would
- 15 have a direct effect on construction productivity and the duration of the Project, limiting
- 16 construction timelines and impacts to the community.
- 17 In both cases, where the terms related to construction hours remain under the FEI Terms or are
- 18 deleted under the City Terms, the City would still maintain the right to deny or cancel
- 19 construction hour permits if impacts to the public were evaluated to be too great. Regardless of
- the existence of a term directly referencing early start times on Saturdays and extended hours,
- 21 FEI plans to seek approval from Coquitlam for adjustments to working hours.



FortisBC Energy Inc. (FEI or the Company)

Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application)

Submission Date: August 17, 2018

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| 1 | 3.0 | Reference: | Exhibit B-2, Application | , Appendix B, pp. 8, 11, 1 | 8 |
|---|-----|------------|--------------------------|----------------------------|---|
|---|-----|------------|--------------------------|----------------------------|---|

2 Mobilization and Construction Timelines

Sections 7.5, 8.4 and 13.4 of the FEI Terms set out the mobilization and construction timeline for electrical/street lighting, water and the City's telecom system (QNet), respectively. The City Terms do not directly reference mobilization and construction timelines.

6 timelines

3.1 Please discuss if FEI identifies any issues with the City Terms not directly referencing mobilization and construction timelines.

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Response:

- 12 This response addresses BCUC IRs 1.3.1, 1.4.1 and 1.4.2, 1.5.1 and 1.5.1.1, and 1.6.1.
- 13 On August 10, 2018, FEI met with the City and presented revisions to the City Terms for the
- 14 City's consideration. The City reviewed FEI's revisions and on August 14, 2018, the City
- 15 provided FEI with an edited version of the terms.
- On August 15, 2018, FEI provided minor comments back to the City and on August 16, 2018,
- 17 the City has confirmed its agreement to the terms and conditions (Final Agreed Terms and
- 18 Conditions) and that it would support the Commission ordering that the Final Agreed Terms and
- 19 Conditions apply with respect to the Project in Coquitlam. A copy of the Final Agreed Terms
- 20 and Conditions is included as Attachment 3.1A. A Blacklined version to the City Terms is
- 21 provided as Attachment 3.1B. The Final Agreed Terms and Conditions include:
- Adjustments to City review and approval timelines from a minimum period of time to a reasonable efforts to complete within period of time;
 - Adjustment to paying language to remove reference to the "two centre lanes";
- Adjustments to the City's addition of approval language;
- Adjustment to payment language to include only those amounts that are "undisputed":
- Changing the City's review and approval of FEI's Communication Plan to the City's review and comment;
- The addition of a City Contract Administrator position to support the Project;
- Approval of the remaining two Clarke Road Engineering Drawings; and



| C™ | FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the <i>Utilites Commission Act</i> in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) | Submission Date: August 17, 2018 |
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- A provision that the parties will implement the Terms and Conditions reasonably and in good faith.
- 3 FEI is satisfied that the Final Agreed Terms and Conditions will provide a reasonable foundation
- 4 upon which to proceed with the Project. With this document, the Parties have agreed to the
- 5 Final Agreed Terms and Conditions and the City has confirmed it has approved the Engineering
- 6 Drawings, including the remaining two Clarke Road Engineering Drawings.

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FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) Response to British Columbia Utilities Commission (BCUC or the Commission) Information Request (IR) No. 1

4.0 Reference: Exhibit B-2, Application, Appendix B, p. 14

City Street Infrastructure

Article 10 of the FEI Terms states: "FortisBC's contractor is to work on the City's streets infrastructure with oversight from the City Inspector (with all work to be completed in accordance with... any Project specific supplementary specifications - see Reference Material B)."

4.1 Please discuss if FEI identifies any issues with the Project's specific supplementary specifications not being explicitly referenced in section 1.10 of the City Terms.

Response:

No, FEI does not consider there to be any issues with the Project's specific supplementary specifications not being explicitly referenced or described in section 1.10 of the City Terms provided that such supplementary specifications are consistent with other projects under similar circumstances within the City. Please refer to the response to BCUC IR 1.3.1.

Section 10.2 of the FEI Terms with respect to city streets submission requirements, states: "A cross section showing the typical trench and pavement restoration must be included in the approved utility permit drawings."

4.2 Please discuss if FEI identifies any issues with trench and pavement restoration not being explicitly referenced in section 1.10 of the City Terms.

Response:

No, FEI does not consider there to be any issues with trench and pavement restoration not being explicitly referenced in section 1.10 of the City Terms as it is addressed by the existing Operating Agreement with the City. Please refer to the response to BCUC IR 1.3.1.

Section 1.10(b) of the City Terms states:



FortisBC Energy Inc. (FEI or the Company)

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FEI shall repair and restore the pavement disturbed by the Project, including patching and repaving the centre two lanes of Como Lake Avenue. This requirement is without prejudice to the City's position that FEI will be required to undertake curb-to-curb repair and repaving of Como Lake Avenue, the determination of which shall be made by the Commission in Phase Two of the proceeding.

Please discuss whether FEI is in agreement with the wording of this clause, given the British Columbia Utilities Commission (BCUC)'s decision by Order G-144-18A to review such matters in Phase Two of this proceeding.

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Response:

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FEI does not agree with the inference in the above language that the centre two lanes will be repaved regardless of whether the centre two lanes are disturbed. However, FEI plans on repairing and restoring pavement that is disturbed by the Project. FEI anticipates that, in general, two out of the four lanes of Como Lake Avenue will be disturbed by the Project. As described in the response to BCUC IR 1.3.1, the Final Agreed Terms and Conditions agreed to between Parties has removed reference to the centre two lanes and instead states "FEI shall repair and restore the pavement disturbed by the Project, including patching and repaving the lanes of Como Lake Avenue disturbed by the Project. This requirement is without prejudice to the City's position that FEI will be required to undertake curb-to-curb repair and repaving of Como Lake Avenue the determination of which is expected to be made by the BC Utilities Commission in Phase Two of the proceeding."



| FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the <i>Utilites Commission Act</i> in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) | Submission Date: August 17, 2018 |
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| 1 | 5.0 | Reference: Exhibit C1-2, Appendix A, p. 11 |
|---|-----|---|
| 2 | | Engineering Drawings Approvals |
| 3 | | Section 3(b) of Appendix A to Exhibit C1-2 (City Terms), states: |
| 4 | | The Clarke Road Engineering Drawings listed below require further |
| 5 | | review, before City approval is granted, to mitigate traffic impacts at the |
| 6 | | Clarke Road and Como Lake Avenue intersection in order to be |

consistent with the conceptual plan attached at Schedule "A":

| Alignment Sheet # | Rev# | IFC/Re-IFC Date |
|-------------------|------|--------------------|
| 42090-P-200-1025 | 2 | 20-Jun-2018 |
| 42090-P-200-1026 | 2 | 20-Jun-2018 |

5.1 Please outline FEI's understanding of the reasons that further review is required by the City for the two Clarke Road engineering drawings listed above.

Response:

As described in the response to BCUC IR 1.3.1, the City has now confirmed that it approves the two Clarke Road Engineering Drawings.

5.1.1 Please discuss what steps FEI and the City would need to take to reach agreement, including estimated timelines.

Response:

22 Please refer to the response to BCUC IR 1.3.1.

5.2 Please explain the implications of potential delays to the City approving the Clarke Road engineering drawings.



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FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) Submission Date: August 17, 2018

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2 Response:

- 3 Please refer to the response to BCUC IR 1.3.1 which notes that the City has now approved the
- 4 Clarke Road engineering drawings and supports the Commission ordering that the Final Agreed
- 5 Terms and Conditions, which include the Clarke Road engineering drawings, apply with respect
- 6 to the Project in Coquitlam.
- 7 FEI provides the following additional information to respond to the Commission's question
- 8 regarding the implications of potential delays. Depending on its length, the implications of a
- 9 delay could include more impacts to the public and would increase the cost of the Project. If FEI
- 10 was not able to move forward based on the Clarke Road engineering drawings by early
- 11 September, additional costs would have to be incurred that depend on when the Coquitlam
- 12 segment of the Project proceeds and could include:
 - Suspension and retention payments to the gas line contractor to maintain its as-bid prices and key resources until mid-2019;
- b. Additional costs to maintain FEI's project resources;
 - c. Additional costs to design and tie-in the new NPS 30 to the existing NPS 20 near the eastern boundary of Burnaby so that most of the Burnaby segment is placed in service in a timely manner; and
 - d. Additional construction costs over and above the current bid prices to undertake the base scope of construction work after mid-2019, which would likely be more than \$10 million, due to anticipated higher demands for construction services and loss of the economies of scale foregone by completing the Coquitlam segment separately from Vancouver and Burnaby.

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FortisBC Energy Inc. (FEI or the Company) Application for Use of Lands under Sections 32 and 33 of the *Utilites Commission Act* in the City of Coquitlam for the Lower Mainland Intermediate Pressure System Upgrade Projects (the Application) Response to British Columbia Utilities Commission (BCUC or the Commission) Information Request (IR) No. 1

Reference: Exhibit C1-2, p. 3

Other Amendments to FEI Terms

On page 3 of Exhibit C1-2, the City states with respect to the City Terms, that the terms FEI and the City were discussing prior to the filing of the FEI Application are reflected but the format has been restructured to better organize each party's responsibilities and minimize uncertainty. The City also states the terms have been improved to eliminate ambiguities and to be appropriate for including as terms of a BCUC order.

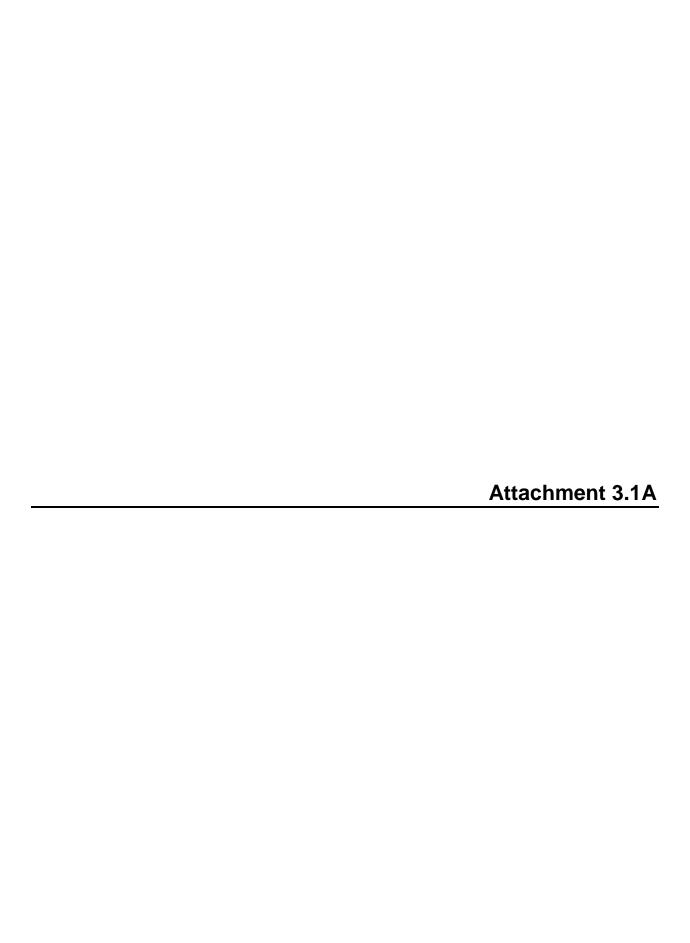
6.1 For any terms not already discussed in these Information Requests, please provide a table that summarizes any terms in the City Terms where FEI is in disagreement with the City's proposed wording or format. Please include a short explanation.

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Response:

- 14 Please refer to the response to BCUC IR 1.3.1. Subsequent to its receipt of the City Terms, FEI
- engaged in productive discussions with the City, which resulted in the agreed to Final Agreed
- 16 Terms and Conditions included as Attachment 3.1A provided in the response to BCUC IR 1.3.1.
- 17 FEI believes the Final Agreed Terms and Conditions provide a reasonable foundation upon
- which to proceed with the Project on a co-operative and collaborative basis.



Terms and Conditions for the Implementation of the Lower Mainland Intermediate Pressure System Upgrade Project within the City of Coquitlam

1. PROTOCOLS AND PROCESSES TO GUIDE FORTISBC ENERGY INC. ("FEI") AND THE CITY OF COQUITLAM ("CITY") INTERACTIONS RELATING TO THE COMPONENT OF THE LOWER MAINLAND INTERMEDIATE PRESSURE SYSTEM UPGRADE PROJECT WITHIN COQUITLAM (THE "PROJECT")

1.1. Points of Contact

FEI and the City (the "Parties") shall use the following contacts in order to carry-out the terms and conditions set out herein.

If a Party changes a contact person, the Party shall promptly provide notice to the other Party's representative of the new contact.

Primary Points of Contact

FEI

(a) The FEI point of contact, who shall be available to receive communications and coordinate responses regarding the Project, is the Utilities/Stakeholder Project Manager at Worley Parsons (the "FEI Representative").

City

- (b) The City point of contact, who shall be available to receive communications and coordinate responses regarding the Project, is the City's Contract Administrator assigned to the Project (the "City Contract Administrator").
- (c) The City's emergency contact number is (604) 927-3500.

Infrastructure Specific Contacts

City Electrical Infrastructure

- (d) The City's internal Electrical Design contacts shall be the Senior Traffic Operations Engineer and the Traffic Operations Engineer.
- (e) The City's internal Electrical Inspection and Construction contact shall be the Traffic Signal Technician.
- (f) The contact for the City's electrical contractor shall be the Operations Manager at Cobra Electric.

City Water Infrastructure

(g) The City's internal Water Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City Sewer / Drainage Infrastructure

(h) The City's internal Sewer/Drainage Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City Street Infrastructure

(i) The City's internal Street Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City QNet Infrastructure

(j) The QNet contact shall be QNet's Telecom Services Manager.

Traffic Management Plan

(k) The City's internal Traffic Management contact is the Traffic Operations Engineer.

1.2. Commercial Considerations

- (a) FEI shall pay the City for the City's cost of providing the City Contract Administrator for the duration of the construction of the Project at the rate of \$64.14/hour (with burden).
- (b) City personnel may work overtime hours to support FEI in completing the Project in a timely manner. FEI shall pay the City for any overtime City personnel work pursuant to these Terms and Conditions at the rates specified herein.
- (c) The City shall submit invoices to the FEI Representative on a monthly basis for all billable work performed by the City or its contractors pursuant to these Terms and Conditions during the previous month.
- (d) If the FEI Representative disputes an invoice, in whole or in part, the FEI Representative shall attempt to resolve the issue with the City Contract Administrator prior to any escalation.
- (e) All payments of undisputed invoice amounts due and owing shall be made within thirty (30) days of the day the invoice is received.

1.3. Project Communications

- (a) FEI shall prepare a Communications Plan for the City's review and comment, which shall include:
 - (i) FEI shall have staff available 24 hours a day, 7 days a week to receive inquiries from the public;
 - (ii) key contacts with municipal communications and dispatch / contact centre personnel to provide regular construction updates, including lane closures, noise variance work, emergency work, incidents and media involvement and to direct the inquiring public to the FEI contact centre;
 - (iii) key contacts with municipal engineering / traffic / development services / parks personnel that will be available to provide construction updates to City staff and City Council;
 - (iv) provision of construction updates to the City on a weekly basis;
 - (v) a method to communicate construction status with the public, including directly impacted residents and businesses, commuters, community amenities such as schools, community centres and religious institutions by one-on-one contacts, radio and newspaper ads, website updates, notification mailings, doorstep drops, construction signage and digital advertising to persons within the impacted area;
- (b) FEI shall pay the City for any extra work and staffing of the City's customer service group for issues not handled by FEI. For such work, FEI shall pay the City based on the following hourly rates:

2019 City Customer Service group rates are as follows:

Clerk 3: \$39.03/hour (with burden)
Customer Service Supervisor: \$45.95/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

1.4. Hours of Work and Noise Variance

- (a) FEI and its contractors shall follow the requirements set out in the City's Noise Regulation Bylaw, No. 1233, 1982.
- (b) If required, FEI or its contractors shall apply to the City for an exemption to the Noise Regulation Bylaw by submitting a Noise Regulation Bylaw Exemption Permit application and payment of any application and permit fees specified in such Bylaw.

(c) The City shall use reasonable efforts to approve Noise Regulation Bylaw Exemption Permits to support FEI in completing the Project in a timely manner. The City maintains the right to deny or cancel any such permit where the impact of the requested activity unduly impacts the public.

1.5. Prime Contractor

(a) FEI shall provide the City with a signed Prime Contractor Designation Form upon awarding a successful contractor the prime contract.

1.6. City Inspector

(a) The City shall provide a full-time inspector to inspect work performed on the City's infrastructure by FEI or FEI's contractors pursuant to these Terms and Conditions (the "City Inspector").

1.7. City Electrical Infrastructure Terms and Conditions

- (a) FEI may not conduct work on the City's electrical infrastructure, including street lighting, traffic signals and electrical conduits.
- (b) FEI shall accept the appointment of Cobra Electric as the City's electrical contractor and shall deal directly with Cobra Electric's Operation Manager for all matters relating to the City's electrical infrastructure within the Project area, subject to the following terms and conditions.
- (c) The City's electrical contractor, Cobra Electric, shall continue to maintain the City's traffic signals during the Project.
- (d) Any modification to the City's electrical infrastructure and temporary traffic signal work required by FEI in connection with the Project shall be subject to approval by the City, and shall be undertaken by Cobra Electric.
- (e) FEI shall submit any City electrical infrastructure modification and temporary traffic signal design submissions to the City in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (f) The City shall use reasonable efforts to complete the review within five (5) business days and respond to FEI's electrical infrastructure modification and temporary traffic signal design submissions.
- (g) The City shall provide at the expense of FEI the City Inspector to oversee all modifications to the City's electrical infrastructure and temporary traffic signal work required by the Project.

- (h) The City Inspector, FEI Representative and Cobra Electric's Operation Manager shall conduct a joint pre- and post- construction inspection over and around the Project area to document conditions and ensure proper handover of the electrical infrastructure.
- (i) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (j) 2019 City rates for work related to the City's electrical infrastructure are as follows:

Sr. Traffic Operations Engineer:\$85.97/hour (with burden)Traffic Operations Engineer:\$68.24/hour (with burden)Traffic Signal Technician:\$49.96/hour (with burden)Sr. Inspector:\$54.24/hour (with burden)Contract Administrator\$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

- (k) For work performed by Cobra Electric pursuant to this section, the City shall charge FEI hourly rates equal to those specified in the current service contract between the City and Cobra Electric. FEI shall not disclose the Cobra Electric rates without the prior consent of Cobra Electric.
- (I) The City shall make reasonable efforts to effect traffic signal and street light repairs in a timely manner.

1.8. City Water Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's water infrastructure within the Project area, subject to the following terms and conditions.
- (b) All work on the City's water infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (c) Only City personnel shall work on or operate water line valves.
- (d) FEI shall submit design drawings for City water main relocations in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days FEI shall not proceed with any work on the City's water infrastructure until it receives the City's consent, which shall not be unreasonably withheld.

- (e) FEI is not required to submit design drawings for water service cutting and reinstatement.
- (f) FEI shall submit an as-constructed drawing to the City Contract Administrator upon completion of work on the City's water infrastructure.
- (g) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's water infrastructure.
- (h) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (i) 2019 City Inspector and Contract Administrator rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)
Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(j) The City Inspector may make decisions in the field and shall use reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's water infrastructure to the decisions of the City Inspector.

1.9. City Sewer/Drainage Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's sewer/drainage infrastructure within the Project area, subject to the following terms and conditions.
- (b) All work on the City's sewer/drainage infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (c) FEI shall submit design drawings for any City sewer/drainage relocations in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days. FEI shall not proceed with any work on the City's sewer/drainage infrastructure until it receives the City's consent.
- (d) FEI is not required to submit design drawings for service connection cutting and reinstatement, including catch basin leads.
- (e) FEI shall submit an as-constructed drawing to the City Contract
 Administrator upon completion of work on the City's sewer/drainage

infrastructure.

- (f) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's sewer/design infrastructure.
- (g) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (h) 2019 City Inspector rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(i) The City Inspector may make decisions in the field and shall use reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's sewer/drainage infrastructure to the decisions of the City Inspector.

1.10. City Street Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's street infrastructure within the Project area, subject to the following terms and conditions.
- (b) FEI shall repair and restore the pavement disturbed by the Project, including patching and repaving the lanes of Como Lake Avenue disturbed by the Project. This requirement is without prejudice to the City's position that FEI will be required to undertake curb-to-curb repair and repaving of Como Lake Avenue the determination of which is expected be made by the BC Utilities Commission in Phase Two of the proceeding.
- (c) All work on the City's street infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (d) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's street infrastructure.
- (e) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (f) 2019 City Inspector and Contract Administrator rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)

Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(g) The City Inspector may make decisions in the field and shall use reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's street infrastructure to the decisions of the City Inspector, which shall be provided by the City on a timely basis.

1.11. City's QNet Infrastructure Terms and Conditions

- (a) FEI may not conduct work on the Coquitlam Optical Network Corporation ("QNet") fibre optic network infrastructure.
- (b) Only QNet personnel and QNet's contractors shall work on the QNet fibre optic network infrastructure.
- (c) FEI shall deal directly with the QNet contact for all matters relating to the QNet fibre optic network infrastructure within the Project area, subject to the following terms and conditions.
- (d) Any modification to the QNet fibre optic network infrastructure required by FEI in connection with the Project shall be subject to approval by the City and shall be undertaken by QNet or QNet's contractors.
- (e) FEI shall schedule any fibre optic network interruptions with the QNet contact a minimum of ten (10) business days prior to the expected start date.
- (f) The City shall require QNet to submit to the City fibre optic infrastructure design drawings in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specification, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days. QNet shall not proceed with any work until it receives the City's consent.
- (g) The City Inspector, QNet contact, QNet's contractor and FEI Representative shall conduct joint pre- and post- construction inspections to document conditions and finalize scope of work.
- (h) The City shall require QNet to conduct the approved scope of work on the fibre optic network infrastructure, and submit an as-constructed drawing to the City upon completion of the work.
- (i) FEI shall be responsible for the costs associated with QNet or QNet's contractor removing, relocating, repairing or interrupting service to the QNet fibre optic network infrastructure to accommodate FEI's Project.

(j) 2019 QNet rates are as follows:

Telecom Services Manager: \$85.97/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(k) The QNet contact may make decisions in the field and shall use reasonable efforts to make a determination on situations requiring further review within five (5) business days.

1.12. Implementation

- (a) The Parties shall implement these Terms and Conditions reasonably and in good faith.
- (b) If the Parties are unable to resolve a matter relating to these Terms and Conditions, either party may request that the British Columbia Utilities Commission make a determination on the matter under sections 32 and 33 of the Utilities Commission Act on an expedited basis, and the other Party shall support the request for an expedited process.

2. TRAFFIC MANAGEMENT PLANS

2.1. Traffic Management Plan and Incident Management Plan and Implementation Plan Terms and Conditions

- (a) FEI shall produce traffic management plans consistent with the traffic management plan FEI provided to the City dated March 20, 2018.
- (b) For the intersection of Clarke Road and Como Lake Avenue, FEI's traffic management plan shall conform to the conceptual plan FEI provided to the City on June 19, 2018, attached at Schedule "A".
- (c) FEI or its contractor shall submit the required traffic management plans to the City Contract Administrator in accordance with the City's Road & Sidewalk Closure Permit Application requirements, including payment of any application and permit fees specified in such requirements. The City shall use reasonable efforts to review the traffic management plan applications within five (5) business days of receipt of the application.
- (d) The City shall use reasonable efforts to provide Road and Sidewalk Closure permits to FEI on a weekly basis. FEI shall make adjustments as reasonably requested by the City, in order to mitigate the impacts of the Project to the public.
- (e) Each traffic management plan submitted to the City shall include an Incident Management Plan and Implementation Plan ("**IMPIP**"), for review and approval, and shall address the following:
 - (i) interruptions to traffic flow, such as stalled vehicles or crashes;
 - (ii) continuity of transit services and mitigation of the impact of bus stops in work zones to traffic flow;
 - (iii) continuity of garbage collection;
 - (iv) emergency access and transit through work zones;
 - (v) urgent maintenance requirements, including water service repairs, etc.;
 - (vi) managing the detour of traffic with signage (including "information", "warning" and "regulatory" signs), reader boards, RCMP officers, traffic control personnel and other measures as required for the situation;
- (f) FEI shall pay, on or before September 30, 2018 the City \$12,000 for the installation of traffic cameras along the Como Lake Avenue section of the Project.
- (g) The City shall invoice FEI on a monthly basis for traffic management costs pursuant to this section in accordance with section 1.2 (Commercial Considerations).

(h) 2019 City rates for traffic management, are as follows:

Sr. Traffic Operations Engineer: \$85.97/hour (with burden)
Traffic Operations Engineer: \$68.24/hour (with burden)
Traffic Signal Technician: \$49.96/hour (with burden)
Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

3. ENGINEERING DRAWINGS

(a) The Engineering Drawings listed below are approved, subject to amendments by FEI that may be required due to field conditions that may be encountered during construction and subsequent further review and approval by the City:

| Alignment Sheet # | Rev# | IFC/Re-IFC Date |
|-------------------|------|-----------------|
| 42090-P-200-1001 | 1 | 5-Mar-2018 |
| 42090-P-200-1002 | 0 | 12-May-2017 |
| 42090-P-200-1003 | 0 | 12-May-2017 |
| 42090-P-200-1004 | 0 | 12-May-2017 |
| 42090-P-200-1005 | 1 | 5-Mar-2018 |
| 42090-P-200-1006 | 0 | 12-May-2017 |
| 42090-P-200-1007 | 1 | 5-Mar-2018 |
| 42090-P-200-1008 | 1 | 5-Mar-2018 |
| 42090-P-200-1009 | 1 | 5-Mar-2018 |
| 42090-P-200-1010 | 1 | 5-Mar-2018 |
| 42090-P-200-1011 | 0 | 12-May-2017 |
| 42090-P-200-1012 | 1 | 5-Mar-2018 |
| 42090-P-200-1013 | 1 | 5-Mar-2018 |
| 42090-P-200-1014 | 1 | 5-Mar-2018 |
| 42090-P-200-1015 | 1 | 5-Mar-2018 |
| 42090-P-200-1016 | 1 | 5-Mar-2018 |
| 42090-P-200-1017 | 0 | 12-May-2017 |
| 42090-P-200-1018 | 1 | 5-Mar-2018 |
| 42090-P-200-1019 | 0 | 12-May-2017 |
| 42090-P-200-1020 | 1 | 5-Mar-2018 |
| 42090-P-200-1021 | 1 | 5-Mar-2018 |
| 42090-P-200-1022 | 1 | 5-Mar-2018 |
| 42090-P-200-1023 | 1 | 5-Mar-2018 |
| 42090-P-200-1024 | 1 | 5-Mar-2018 |
| 42090-P-200-1025 | 2 | 20-Jun-2018 |
| 42090-P-200-1026 | 2 | 20-Jun-2018 |
| 42090-P-200-1027 | 1 | 5-Mar-2018 |

Both Parties recognize that the City needs to preserve the ability to install a gravity sewer main parallel with Como Lake Avenue through the Clarke Road intersection, which may intersect the FEI NPS 30 gas line (as shown on Alignment Sheets 42090-P-200-1025 and 42090-P-200-1026) at an angle that is smaller than 45 degrees. The Parties agree that while this intersection angle is not ideal it may be unavoidable due to the angle that the FEI NPS 30 gas line will cross the Clarke Road intersection. Furthermore, the depth of the FEI NPS 30 gas line through this intersection mitigates the concerns about the low crossing angle assuming an appropriate distance of separation is achieved between the City's sewer gravity sewer main and the NPS 30 gas line.

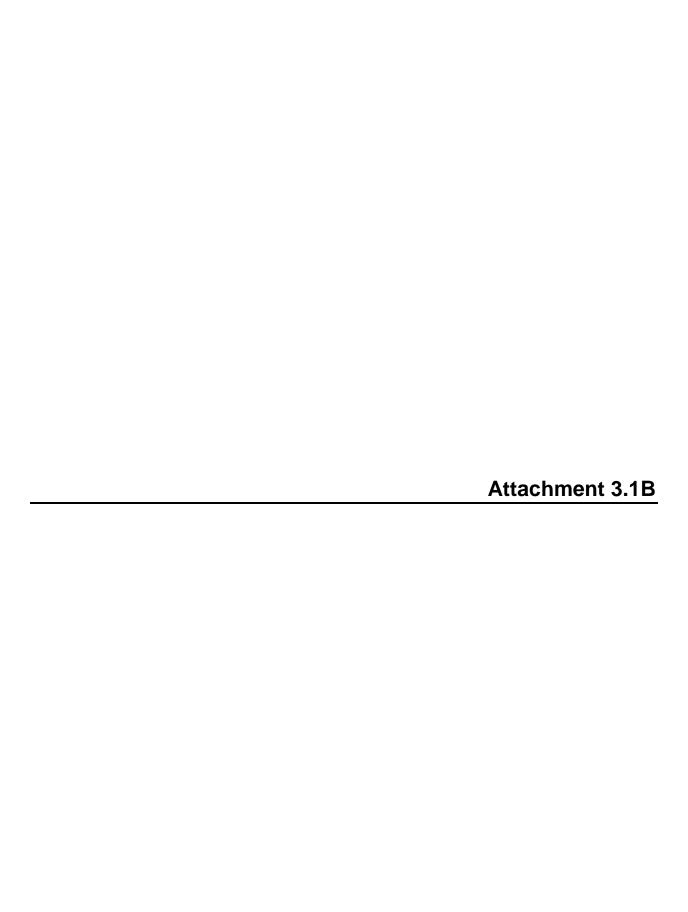
Schedule "A" Traffic Management Plan

Conceptual Traffic Management Layout Discussed Between FortisBC and the City on June 19, 2018



The City of Coquitlam agrees in principal to the concept shown above, subject to the following conditions that includes:

- 1. A further assessment by FortisBC to accommodate pedestrians in the south west corner of Clarke Road and Como Lake Avenue;
- 2. FortisBC provides the City with the Traffic Management Models for its review and satisfaction;
- 3. FortisBC constructs the 30 inch gas line at Clarke Road and Como Lake Avenue between May 15 and August 31, 2019; and
- 4. FortisBC provides the City with a 30 inch gas line construction schedule and associated traffic management plans for North Road to Clarke Road, or such other area that the City may reasonably require to assess the impact to traffic from a broader perspective.



Appendix "A"

Terms and Conditions for the Implementation of the Lower Mainland Intermediate Pressure System Upgrade <u>Projects Project</u> within the City of Coquitlam

1. PROTOCOLS AND PROCESSES TO GUIDE <u>FORTISBC ENERGY INC. ("FEI")</u> AND THE CITY'S <u>OF COQUITLAM ("CITY")</u> INTERACTIONS RELATING TO THE COMPONENT OF THE LOWER MAINLAND INTERMEDIATE PRESSURE SYSTEM UPGRADE <u>PROJECTSPROJECT</u> WITHIN COQUITLAM (THE "PROJECT")

1.1. Points of Contact

FEI and the City (the "Parties") shall use the following contacts in order to carry-out the terms and conditions set out herein.

If a Party changes a contact person, the Party shall promptly provide notice to the other Party's representative of the new contact.

Primary Points of Contact

FEI

(a) The FEI point of contact, who shall be available to receive communications and coordinate responses regarding the Project, is the Utilities/Stakeholder Project Manager at Worley Parsons (the "FEI Representative").

City

- (b) The City point of contact, who shall be available to receive communications and coordinate responses regarding the Project, is the Manager of Capital Projects and InspectionsCity's Contract Administrator assigned to the Project (the "City RepresentativeContract Administrator").
- (c) The City's emergency contact number is (604) 927-3500.

Infrastructure Specific Contacts

City Electrical Infrastructure

- (d) The City's internal Electrical Design contacts shall be the Senior Traffic Operations Engineer and the Traffic Operations Engineer.
- (e) The City's internal Electrical Inspection and Construction contact shall be the Traffic Signal Technician.

(f) The contact for the City's electrical contractor shall be the Operations Manager at Cobra Electric.

City Water Infrastructure

(g) The City's internal Water Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City Sewer / Drainage Infrastructure

(h) The City's internal Sewer/Drainage Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City Street Infrastructure

(i) The City's internal Street Design, Inspection and Construction contact shall be the Manager of Capital Projects and Inspections.

City QNet Infrastructure

(j) The QNet contact shall be QNet's Telecom Services Manager.

Traffic Management Plan

(k) The City's internal Traffic Management contact is the Traffic Operations Engineer.

1.2. Commercial Considerations

- (a) FEI shall pay the City for the City's cost of providing the City Contract

 Administrator for the duration of the construction of the Project at the rate of \$64.14/hour (with burden).
- (b) (a)-City personnel may work overtime hours to support FEI in completing the Project in a timely manner. FEI shall pay the City for any overtime City personnel work pursuant to these Terms and Conditions at the rates specified herein.
- (c) (b) The City shall submit invoices to the FEI Representative on a monthly basis for all billable work performed by the City or its contractors pursuant to these Terms and Conditions during the previous month.
- (d) (e) If the FEI Representative disputes an invoice, in whole or in part, the FEI Representative shall attempt to resolve the issue with the City Representative Contract Administrator prior to any escalation.
- (e) (d)-All payments of undisputed invoice amounts due and owing shall be made within thirty (30) days of the day the invoice is received, without deduction or

set-off...

1.3. Project Communications

- (a) FEI shall prepare a Communications Plan, for the City's approval review and comment, which shall include:
 - (i) a-FEI contact centre with FEIshall have staff available 24 hours a day, 7 days a week to receive inquiries from the public;
 - (ii) key contacts with municipal communications and dispatch / contact centre personnel to provide regular construction updates, including lane closures, noise variance work, emergency work, incidents and media involvement and to direct the inquiring public to the FEI contact centre;
 - key contacts with municipal engineering / traffic / development services / parks personnel that will be available to provide construction updates to City staff and City Council;
 - (iv) provision of construction updates to the City on a weekly basis;
 - (v) a method to communicate construction status with the public, including directly impacted residents and businesses, commuters, community amenities such as schools, community centres and churches religious institutions by one-on-one contacts, radio and newspaper ads, website updates, notification mailings, doorstep drops, construction signage and digital advertising to persons within the impacted area;
- (b) FEI shall pay the City for any extra work and staffing of the City's customer service group for issues not handled by FEI. For such work, FEI shall pay the City based on the following hourly rates:

2019 City Customer Service group rates are as follows:

Clerk 3: \$39.03/hour (with burden)

Customer Service Supervisor: \$45.95/hour (with burden)

Overtime: 1.5x for first

two hours, 2x after that

1.4. Hours of Work and Noise Variance

- (a) FEI and its contractors shall follow the requirements set out in the City's Noise Regulation Bylaw, No. 1233, 1982.
- (b) If required, FEI or its contractors shall apply to the City for an exemption to the Noise Regulation Bylaw by submitting a Noise Regulation Bylaw Exemption Permit application and payment of any application and permit fees specified in such Bylaw.

(c) The City shall use reasonable efforts to approve Noise Regulation Bylaw Exemption Permits to support FEI in completing the Project in a timely manner. The City maintains the right to deny <u>or cancel</u> any such permit where the impact of the requested activity <u>would prejudiceunduly impacts</u> the public.

1.5. Prime Contractor

(a) FEI shall provide the City with a signed Prime Contractor Designation Form upon awarding a successful contractor the prime contract.

1.6. City Inspector

(a) The City shall provide a full-time inspector to inspect work performed on the City's infrastructure by FEI or FEI's contractors pursuant to these Terms and Conditions (the "City Inspector").

1.7. City Electrical Infrastructure Terms and Conditions

- (a) FEI may not conduct work on the City's electrical infrastructure, including street lighting, traffic signals and electrical conduits.
- (b) FEI shall accept the appointment of Cobra Electric as the City's electrical contractor and shall deal directly with Cobra Electric's Operation Manager for all matters relating to the City's electrical infrastructure within the Project area, subject to the following terms and conditions.
- (c) The City's electrical contractor, Cobra Electric, shall continue to maintain the City's traffic signals during the Project.
- (d) Any modification to the City's electrical infrastructure and temporary traffic signal work required by FEI in connection with the Project shall be subject to approval by the City, and shall be undertaken by Cobra Electric.
- (e) FEI shall submit any City electrical infrastructure modification and temporary traffic signal design submissions to the City in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (f) The City shall have a minimum of use reasonable efforts to complete the review within five (5) business days to review and respond to FEI's electrical infrastructure modification and temporary traffic signal design submissions.
- (g) The City shall provide at the expense of FEI the City Inspector to oversee all modifications to the City's electrical infrastructure and temporary traffic signal work required by the Project.

- (h) The City Inspector, FEI Representative and Cobra Electric's Operation Manager shall conduct a joint pre- and post- construction inspection over and around the Project area to document conditions and ensure proper handover of the electrical infrastructure.
- (i) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- j) 2019 City rates for work related to the City's electrical infrastructure are as

follows: Sr. Traffic Operations Engineer: \$85.97/hour (with burden)

Traffic Operations Engineer: \$68.24/hour (with

burden)

Traffic Signal Technician: \$49.96/hour (with burden)
Sr. Inspector: \$54.24/hour (with burden)
Contract Administrator \$64.14/hour (with burden)

Overtime: 1.5x for

first two hours, 2x after that

- (k) For work performed by Cobra Electric pursuant to this section, the City shall charge FEI hourly rates equal to those specified in the current service contract between the City and Cobra Electric. FEI shall not disclose the Cobra Electric rates without the prior consent of Cobra Electric.
- (1) The City shall make reasonable efforts to effect traffic signal and street light repairs in a timely manner.

1.8. City Water Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's water infrastructure within the Project area, subject to the following terms and conditions.
- (b) All work on the City's water infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (c) Only City personnel shall work on or operate water line valves.
- (d) FEI shall submit design drawings for City water main relocations in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days—

- subject to internal limitations. FEI shall not proceed with any work on the City's water infrastructure until it receives the City's consent, which shall not be unreasonably withheld.
- (e) FEI is not required to submit design drawings for water service cutting and reinstatement.
- (f) FEI shall submit an as-constructed drawing to the City RepresentativeContract Administrator upon completion of work on the City's water infrastructure.
- (g) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's water infrastructure.
- (h) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (i) 2019 City Inspector and Contract Administrator rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)

Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(j) The City Inspector may make decisions in the field and shall have a minimum of five (5) business daysuse reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's water infrastructure to the decisions of the City Inspector.

1.9. City Sewer/Drainage Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's sewer/drainage infrastructure within the Project area, subject to the following terms and conditions.
- (b) All work on the City's sewer/drainage infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (c) FEI shall submit design drawings for any City sewer/drainage relocations in accordance with the requirements set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days, subject to internal limitations. FEI shall not proceed with any work on the City's

sewer/drainage infrastructure until it receives the City's consent.

- (d) FEI is not required to submit design drawings for service connection cutting and reinstatement, including catch basin leads.
- (e) FEI shall submit an as-constructed drawing to the City

 RepresentativeContract Administrator upon completion of work on the City's sewer/drainage infrastructure.
- (f) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's sewer/design infrastructure.
- (g) The City shall invoice FEI on a monthly basis for the City's costs of providing the City Inspector in accordance with section 1.2 (*Commercial Considerations*).
- (h) 2019 City Inspector rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(i) The City Inspector may make decisions in the field and shall have a minimum of five (5) business daysuse reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's sewer/drainage infrastructure to the decisions of the City Inspector.

1.10. City Street Infrastructure Terms and Conditions

- (a) FEI may conduct work on the City's street infrastructure within the Project area, subject to the following terms and conditions.
- (b) FEI shall repair and restore the pavement disturbed by the Project, including patching and repaving the-centre two lanes of Como Lake Avenue disturbed by the Project. This requirement is without prejudice to the City's position that FEI will be required to undertake curb-to-curb repair and repaving of Como Lake Avenue, the determination of which shall is expected be made by the BC Utilities Commission in Phase Two of the proceeding.
- (c) All work on the City's street infrastructure shall be conducted in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specifications, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003.
- (d) The City shall provide at the expense of FEI the City Inspector to oversee all work FEI conducts on the City's street infrastructure.
- (e) The City shall invoice FEI on a monthly basis for the City's costs of providing

the City Inspector in accordance with section 1.2 (Commercial Considerations).

(f) 2019 City Inspector and Contract Administrator rates are as follows:

Sr. Inspector: \$54.24/hour (with burden)

Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two hours, 2x after that

(g) The City Inspector may make decisions in the field and shall have a minimum of five (5) business days for use reasonable efforts to make a determination on situations requiring further review within five (5) business days. FEI shall conform its work on the City's street infrastructure to the decisions of the City Inspector, which shall be provided by the City on a timely basis.

1.11. 1.10. City's QNet Infrastructure Terms and Conditions

- (a) FEI may not conduct work on the Coquitlam Optical Network Corporation ("QNet") fibre optic network infrastructure.
- (b) Only QNet personnel and QNet's contractors shall work on the QNet fibre optic network infrastructure.
- (c) FEI shall deal directly with the QNet contact for all matters relating to the QNet fibre optic network infrastructure within the Project area, subject to the following terms and conditions.
- (d) Any modification to the QNet fibre optic network infrastructure required by FEI in connection with the Project shall be subject to approval by the City and <u>shall be</u> undertaken by QNet or QNet's contractors.
- (e) FEI shall schedule any fibre optic network interruptions with the QNet contact a minimum of ten (10) business days prior to the expected start date.
- (f) The City shall require QNet to submit to the City fibre optic infrastructure design drawings in accordance with the Platinum edition of the Master Municipal Construction Documents and the City's Supplementary Specification, as set out in the Subdivision and Development Servicing Bylaw No. 3558, 2003, that are signed and sealed by a professional engineer licenced to practice in the Province of British Columbia. The City shall use reasonable efforts to complete design reviews within ten (10) business days, subject to internal limitations. QNet shall not proceed with any work until it receives the City's consent.
- (g) The City Inspector, QNet contact, QNet's contractor and FEI Representative shall conduct joint pre- and post- construction inspections to document conditions and finalize scope of work.
- (h) The City shall require QNet to conduct the approved scope of work on the

fibre optic network infrastructure, and submit an as-constructed drawing to the City upon completion of the work.

- (i) FEI shall be responsible for the costs associated with QNet or QNet's contractor removing, relocating, repairing or interrupting service to the QNet fibre optic network infrastructure to accommodate FEI's Project.
- (j) 2019 QNet rates are as follows:

Telecom Services Manager: \$85.97/hour (with burden)

Overtime: 1.5x for first two

hours, 2x after that

(k) The QNet contact may make decisions in the field and shall have a minimum of five (5) business days use reasonable efforts to make a determination on situations requiring further review within five (5) business days.

1.12. Implementation

- (a) The Parties shall implement these Terms and Conditions reasonably and in good faith.
- (b) If the Parties are unable to resolve a matter relating to these Terms and Conditions, either party may request that the British Columbia Utilities

 Commission make a determination on the matter under sections 32 and 33 of the Utilities Commission Act on an expedited basis, and the other Party shall support the request for an expedited process.

2. TRAFFIC MANAGEMENT PLANS

2.1. Traffic Management Plan and Incident Management Plan and Implementation Plan Terms and Conditions

- (a) FEI shall produce traffic management plans consistent with the traffic management plan FEI provided to the City dated March 20, 2018.
- (b) For the intersection of Clarke Road and Como Lake Avenue, FEI's traffic management plan shall conform to the conceptual plan FEI provided to the City on June 19, 2018, attached at Schedule "A".
- (c) FEI or its contractor shall submit the required traffic management plans to the City RepresentativeContract Administrator in accordance with the City's Road & Sidewalk Closure Permit Application requirements, including payment of any application and permit fees specified in such requirements. The City shall use reasonable efforts to review the traffic management plan applications within five (5) business days of receipt of the application.
- (d) The City shall use reasonable efforts to provide Road and Sidewalk Closure permits to FEI on a weekly basis. FEI shall—be required to make adjustments as determined reasonably requested by the City, in order to mitigate the impacts of the Project to the public.
- (e) Each traffic management plan submitted to the City shall include an Incident Management Plan and Implementation Plan ("**IMPIP**"), for review and approval, and shall address the following:
 - (i) interruptions to traffic flow, such as stalled vehicles or crashes;
 - (ii) continuity of transit services and mitigation of the impact of bus stops in work zones to traffic flow;
 - (iii) continuity of garbage collection;
 - (iv) emergency access and transit through work zones;
 - (v) urgent maintenance requirements, including water service repairs, etc.;
 - (vi) managing the detour of traffic with signage (including "information", "warning" and "regulatory" signs), reader boards, RCMP officers, traffic control personnel and other measures as required for the situation;
- (f) FEI shall pay-the City for the City's cost of providing a Public Impacts Monitor for

the duration of the construction of the Project at the rate specified below.(g)

—FEI shall forthwith pay, on or before September 30, 2018 the City \$12,000 for the installation of traffic cameras along the Como Lake Avenue section of the Project.

- (g) (h) The City shall invoice FEI on a monthly basis for traffic management costs pursuant to this section in accordance with section 1.2 (Commercial Considerations).
- (h) (i) 2019 City rates for traffic management, are as follows:

Sr. Traffic Operations Engineer: \$85.97/hour (with burden) Traffic Operations Engineer: \$68.24/hour (with burden) Traffic Signal Technician: \$49.96/hour (with burden) Public Impacts Monitor: \$54.24 Contract Administrator: \$64.14/hour (with burden)

Overtime: 1.5x for first two

hours, 2x after that

3. ENGINEERING DRAWINGS

(a) The Clarke Road Engineering Drawings listed below are approved, subject to amendments by FEI that may be required due to field conditions that may be encountered during construction and subsequent further review and approval by the City:

| Alignment Sheet # | Rev# | IFC/Re-IFC Date |
|-------------------|----------|--------------------|
| 42090-P-200-1001 | 1 | 5-Mar-2018 |
| 42090-P-200-1002 | 0 | 12-May-2017 |
| 42090-P-200-1003 | 0 | 12-May-2017 |
| 42090-P-200-1004 | 0 | 12-May-2017 |
| 42090-P-200-1005 | 1 | 5-Mar-2018 |
| 42090-P-200-1006 | 0 | 12-May-2017 |
| 42090-P-200-1007 | 1 | 5-Mar-2018 |
| 42090-P-200-1008 | 1 | 5-Mar-2018 |
| 42090-P-200-1009 | 1 | 5-Mar-2018 |
| 42090-P-200-1010 | 1 | 5-Mar-2018 |
| 42090-P-200-1011 | 0 | 12-May-2017 |
| 42090-P-200-1012 | 1 | 5-Mar-2018 |
| 42090-P-200-1013 | 1 | 5-Mar-2018 |
| 42090-P-200-1014 | 1 | 5-Mar-2018 |
| 42090-P-200-1015 | 1 | 5-Mar-2018 |
| 42090-P-200-1016 | 1 | 5-Mar-2018 |
| 42090-P-200-1017 | 0 | 12-May-2017 |
| 42090-P-200-1018 | 1 | 5-Mar-2018 |
| 42090-P-200-1019 | 0 | 12-May-2017 |
| 42090-P-200-1020 | 1 | 5-Mar-2018 |
| 42090-P-200-1021 | 1 | 5-Mar-2018 |
| 42090-P-200-1022 | 1 | 5-Mar-2018 |
| 42090-P-200-1023 | 1 | 5-Mar-2018 |
| 42090-P-200-1024 | 1 | 5-Mar-2018 |
| 42090-P-200-1025 | <u>2</u> | <u>20-Jun-2018</u> |
| 42090-P-200-1026 | <u>2</u> | <u>20-Jun-2018</u> |
| 42090-P-200-1027 | 1 | 5-Mar-2018 |

(b) The Clarke Road Engineering Drawings listed below require further review, before City approval is granted, to mitigate traffic impacts at the Clarke Road and Como Lake Avenue intersection in order to be consistent with the conceptual planattached at Schedule "A":

| Alignment Sheet # | Rev# | IFC/Re-IFC Date |
|-------------------|------|------------------------|
| 42090-P-200-1025 | 2 | 20-Jun-2018 |

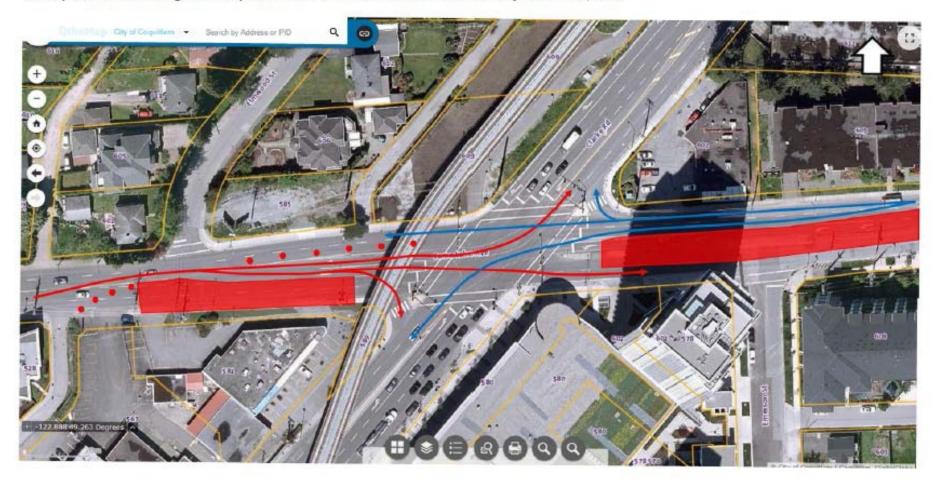
42090-P-200-1026 2 20-Jun-2018

Both Parties recognize that the City needs to preserve the ability to install a gravity sewer main parallel with Como Lake Avenue through the Clarke Road intersection, which may intersect the FEI NPS 30 gas line (as shown on Alignment Sheets 42090-P-200-1025 and 42090-P-200-1026) at an angle that is smaller than 45 degrees. The Parties agree that while this intersection angle is not ideal it may be unavoidable due to the angle that the FEI NPS 30 gas line will cross the Clarke Road intersection. Furthermore, the depth of the FEI NPS 30 gas line through this intersection mitigates the concerns about the low crossing angle assuming an appropriate distance of separation is achieved between the City's sewer gravity sewer main and the NPS 30 gas line.

Schedule "A"

Schedule "A"
Traffic Management Plan

Conceptual Traffic Management Layout Discussed Between FortisBC and the City on June 19, 2018



The City of Coquitlam agrees in principal to the concept shown above, subject to the following conditions that includes:

- 1. A further assessment by FortisBC to accommodate pedestrians in the south west corner of Clarke Road and Como Lake Avenue;
- 2. FortisBC provides the City with the Traffic Management Models for its review and satisfaction;
- 3. FortisBC constructs the 30 inch gas line at Clarke Road and Como Lake Avenue between May 15 and August 31, 2019; and
- 4. FortisBC provides the City with a 30 inch gas line construction schedule and associated traffic management plans for North Road to Clarke Road, or such other area that the City may reasonably require to assess the impact to traffic from a broader perspective.

Document comparison by Workshare 9 on Wednesday, August 15, 2018 7:10:19 PM

| Input: | |
|---------------|---|
| Document 1 ID | interwovenSite://DMS/Lawson/15527289/6 |
| Description | #15527289v6 <lawson> - Draft Ltr to Commission - Terms and Conditions Doc (August 3, 2018)</lawson> |
| Document 2 ID | interwovenSite://DMS/Lawson/15597572/1 |
| Description | #15597572v1 <lawson> - Revised Terms and Conditions (Final)</lawson> |
| Rendering set | Standard no color |

| Legend: | | |
|---------------------|--|--|
| <u>Insertion</u> | | |
| Deletion | | |
| Moved from | | |
| Moved to | | |
| Style change | | |
| Format change | | |
| Moved deletion | | |
| Inserted cell | | |
| Deleted cell | | |
| Moved cell | | |
| Split/Merged cell | | |
| Padding cell | | |

| Statistics: |
|-------------|
|-------------|

| | Count |
|----------------|-------|
| Insertions | 79 |
| Deletions | 66 |
| Moved from | 2 |
| Moved to | 2 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 149 |