## **Terms and Conditions**



- A. It shall be the responsibility of the Applicant to hand-expose the gas pipeline facility, in the presence of the FortisBC Representative, to ascertain its exact location and to excavate and backfill a minimum of one (1) metre in any direction of the gas pipeline by hand, with particular attention being taken not to damage the gas pipeline coating.
- B. Once the Works have commenced, they shall be carried out as expeditiously as possible and backfilling over the gas pipeline shall be completed as soon as possible.
- C. Gas pipelines left suspended in excavations greater than three (3) metres in length shall be adequately supported. In all excavations where a gas pipeline has been exposed, backfill shall be compacted to at least the top of the pipe.
- D. Any changes made to the design or the conditions under the Permit must be approved by FortisBC prior to commencement of Works, as required by the Oil and Gas Activities Act of British Columbia or any amendments thereto which may come into force from time to time. Approval for minor changes may be obtained by verbal communication followed by as-built drawings within fifteen (15) days of the installation. For major changes, re-application will be necessary.
- E. Any representative assigned by FortisBC to inspect the Works shall have unrestricted access to the job site at all times, but full responsibility for the safe performance of the work remains with the owner of the Works and the contractor responsible for the Works. FortisBC Representative will not enter an unsafe work area that is not in compliance with WorkSafeBC regulations.
- F. The Applicant shall ensure that all subcontractors comply with all the requirements as contained herein and that they are adhered to in all respects.
- G. The Applicant shall indemnify and save harmless FortisBC against any and from all costs, damages, actions, proceedings, claims and demands, whatsoever arising and by whosoever incurred, brought, made or prosecuted, caused directly or indirectly as a result of the Works.
- H. The Applicant releases FortisBC of and from all manner of action, suit, debts, dues, sums of money, claims, demands whatsoever, either at law or in equity, which it has or may at some time have, by reason of the existence or operation of the gas pipeline(s) except insofar as a result from the negligence of FortisBC.
- I. The Applicant agrees that prior to commencing Works within the FortisBC gas pipeline right of way or near FortisBC facilities it will obtain the necessary permits, orders or authorization from all authorities having jurisdiction over such activities and all parties having an interest in any lands affected by such activities.
- J. The approved Permit may be cancelled at any time prior to or after commencement of the Works stipulated in the Permit by FortisBC should the Applicant fail to observe and perform the conditions outlined in the Permit and instructions of the FortisBC Representative on site.
- K. The Permit is valid for a period of up to one year after the date issued. If the Works have not been completed within one year then re-application for the Works will be necessary.