

LIDSTONE & COMPANY
BARRISTERS AND SOLICITORS

July 3, 2020

BY EMAIL (Redacted); rrohrick@oipc.bc.ca)

Dear Redacted

**Re: Order F20-21 - Document Disclosure
(Our file: 10175-141)**

Further to OIPC Order F20-21, dated May 25, 2020, the City is disclosing the following records to you regarding the EPCOR matter:

- Records 107-108, 112-114, 126 and 133-134;
- The last email in the chain (timestamped October 22, 2015 at 8:58 am) in Record 125;
- The information highlighted by the Adjudicator in Record 15;
- The severed information in Records 59 and 61; and
- The information highlighted by the Adjudicator in Records 65-72.

The size of the records exceeds the size we can send via email, so we have uploaded the records to a folder on Sync.com, which can be accessed at the following link: <https://ln2.sync.com/dl/12334f240/kn2vpiw8-3c34jd4w-wsfbar9y-w6zegytv>

You should be able to access the documents directly via this link and download them. The password for the folder is: EPCOR

Please let me know if you have any difficulty accessing the records and we will make alternate arrangements to get them to you.

Sincerely,

LIDSTONE & COMPANY



Marisa Cruickshank
cruickshank@lidstone.ca


MC/mc

cc. client

SUITE 1300 - SUN TOWER - 128 PENDER STREET WEST - VANCOUVER BC - V6B 1R8
TELEPHONE 604-899-2269 - FACSIMILE 604-899-2281 - TOLL FREE 1-877-339-2199
(00639311; 1 }

STATEMENT OF ADJUSTMENTS

VENDOR: EPCOR WHITE ROCK WATER INC.
PURCHASER: CITY OF WHITE ROCK
RE: SALE OF: Lands located in White Rock and legally described in the attached Schedule "A" and other utility assets as described in the Asset Purchase Agreement between the parties and made the 28th day of August, 2015 (the "Agreement")
COMPLETION DATE: October 30, 2015
ADJUSTMENT DATE: October 30, 2015
POSSESSION DATE: October 30, 2015

	<u>DEBITS</u>	<u>CREDITS</u>
Advance Payment		\$14,000,000.00
GST payable on Purchase Price (Purchaser is a GST Registrant and will self-assess/Purchaser will file a S.167 GST Election)		N/A
PST payable on Personal Property (Vendor is not a PST Registrant so Purchaser, a PST Registrant, will self-assess)		N/A
Purchaser's share of 2015 net property taxes paid by the Vendor (See Schedule "B")		\$ 35,294.64 ¹
Amount due from Purchaser to Vendor as contemplated by Section 8.03(i) of the Agreement		
Builders' Lien Act holdback amounts in relation to Trittech Group Ltd. contract	\$258,258.14	

¹ 2015 Property Tax Account amount appeal is outstanding with respect to tax account 7. If appeal successful, and if for any reason the Vendor does not receive the property tax refund directly and the refund is applied as a credit on the property tax account, the Purchaser will reimburse the Vendor for any refund owing on account of the property taxes.

	<u>DEBITS</u>	<u>CREDITS</u>
Security Deposit paid by Vendor to registered owner of Strata Lot 3...Strata Plan NW1379 with respect to Lease CA3884568 to be assigned to Purchaser		\$7,208.22
\$13,988.84 - \$6,780.62 (applied to first month's rent) = \$7,208.22		
Purchase of vehicles by Purchaser from Vendor pursuant to a Bill of Sale		\$60,000.00
BALANCE DUE VENDOR ON COMPLETION TO BE PAID TO VENDOR'S SOLICITOR, IN TRUST	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

E.&O.E.

NOTES:

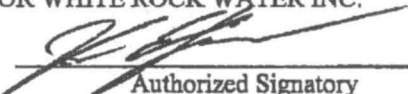
1. The Vendor acknowledges and agrees with the Purchaser and with Fasken Martineau DuMoulin LLP as follows:

- (a) This Statement is based on information provided to the firm of Fasken Martineau DuMoulin LLP which is believed to be correct but its accuracy cannot be guaranteed. Errors and omissions are excepted.
- (b) The undersigned hereby mutually undertake to readjust all items appearing or omitted from the vendor's statements of adjustments, which were not capable of being calculated as of the Completion Date, as provided in and in accordance with the provisions of the Purchase Agreement.
- (c) If completion of the purchase and sale of the Property takes place on other than the Completion Date, there will be the appropriate re-adjustment.
- (d) PST on personal property is the responsibility of the Purchaser.

2. The Vendor irrevocably authorizes and directs the Purchaser pay the Sale Price in the manner indicated in the adjustments above set forth and to pay the Balance Due Vendor on Completion by way of bank draft, certified cheque, or wire transfer made payable to Fasken Martineau DuMoulin, In Trust, which bank draft of cheque is to be picked up by the offices of Fasken Martineau DuMoulin LLP, if applicable.

THE VENDOR AND PURCHASER HEREBY CONSENT to the disbursement of funds as herein set forth and APPROVE AND RATIFY this Statement of Adjustments.

DATED this ____ day of October, 2015

EPCOR WHITE ROCK WATER INC.
Per: 
Authorized Signatory

CITY OF WHITE ROCK
Per: _____
Authorized Signatory

John Elford
Senior Vice President

NOTES:

1. The Vendor acknowledges and agrees with the Purchaser and with Fasken Martineau DuMoulin LLP as follows:

- (a) This Statement is based on information provided to the firm of Fasken Martineau DuMoulin LLP which is believed to be correct but its accuracy cannot be guaranteed. Errors and omissions are excepted.
- (b) The undersigned hereby mutually undertake to readjust all items appearing or omitted from the vendor's statements of adjustments, which were not capable of being calculated as of the Completion Date, as provided in and in accordance with the provisions of the Purchase Agreement.
- (c) If completion of the purchase and sale of the Property takes place on other than the Completion Date, there will be the appropriate re-adjustment.
- (d) PST on personal property is the responsibility of the Purchaser.

2. The Vendor irrevocably authorizes and directs the Purchaser pay the Sale Price in the manner indicated in the adjustments above set forth and to pay the Balance Due Vendor on Completion by way of bank draft, certified cheque, or wire transfer made payable to Fasken Martineau DuMoulin, In Trust, which bank draft of cheque is to be picked up by the offices of Fasken Martineau DuMoulin LLP, if applicable.

THE VENDOR AND PURCHASER HEREBY CONSENT to the disbursement of funds as herein set forth and APPROVE AND RATIFY this Statement of Adjustments.

DATED this 29 day of October, 2015

EPCOR WHITE ROCK WATER INC.

Per: _____
Authorized Signatory

CITY OF WHITE ROCK

Per: S. Lam
Authorized Signatory

Stephanie Lam
Deputy City Clerk

SCHEDULE "A"**LANDS**

PID	LEGAL DESCRIPTION	CIVIC ADDRESS	FOLIO NOS.
029-076-242	Lot 2 Sec 10 Tp 1 NWD Plan EPP25563	1444 Oxford St. White Rock, BC	001838.050 ("1")
007-563-191 007-563-205	Lot 17 Bl 17 Sec 11 Tp 1 NWD Plan 2793 Lot 18 Bl 17 Sec 11 Tp 1 NWD Plan 2793	15241 Roper Ave. White Rock, BC	002922.000 ("2") 002922.001 ("3")
007-563-906 007-563-949 007-563-981	Lot 1 Bl 1 Sec 10 Tp 1 NWD Plan 12415 Lot 2 Bl 1 Sec 10 Tp 1 NWD Plan 12415 Lot 3 Bl 1 Sec 10 Tp 1 NWD Plan 12415	14811 Buena Vista Ave. White Rock, BC	001699.000 ("4")
007-560-923	Lot "D" Sec 11 Tp 1 NWD Plan 24118	15334 North Bluff Road White Rock, BC	002643.000 ("5") 002643.001 ("6")
013-192-515	Parcel "O" (Explanatory Plan 10415) West Half of the NW ¼ Sec 10 Tp 1 NWD	1450 High Street, (aka 14560 North Bluff Road) White Rock, BC	006552.000 ("7")
N/A	NWD (City of Surrey)	Sepip Radio Equip- BCH&P	9905-00010-0 ("8")
N/A	Linear utilities right of way	N/A	006250.000 ("9")

SCHEDULE "B"
PROPERTY TAX ADJUSTMENT

PROPERTY BY FOLIO	ADJUSTMENT	PURCHASER'S SHARE
1	\$39,553.43 x 63 / 365 days	\$6,827.03
2	\$3,191.40 x 63 / 365 days	550.84
3	\$18,445.92 x 63 / 365 days	3,183.81
4	\$28,916.69 x 63 / 365 days	4,991.09
5	\$9,579.96 x 63 / 365 days	1,653.52
6	\$19,354.90 x 63 / 365 days	3,340.70
7	\$25,824.65 x 63 / 365 days	4,457.40
8	\$1,561.95 x 63 / 365 days	269.60
9	\$58,056.12 x 63 / 365 days	10,020.65
	Total:	<u>\$35,294.64</u>

GOODS AND SERVICES CONTRACT

Between

EPCOR White Rock Water Inc.
(the "*Owner*")

and

Graham Infrastructure LP
(the "*Contractor*")

White Rock Water System Upgrade
Phase 2 – Merklin Site

October 28, 2015

Agreement Number

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- Schedule “D” – Attachments
- Schedule “E” – Statutory Declaration

THIS CONTRACT made effective as of October 28, 2015

BETWEEN:

EPCOR White Rock Water Inc., a body corporate registered pursuant to the laws of the Province of British Columbia (hereinafter called the "*Owner*")

and

Graham Infrastructure LP, a body corporate registered pursuant to the laws of the [Province of _____] (hereinafter called the "*Contractor*")

GOODS AND SERVICES CONTRACT

PREAMBLE:

WHEREAS the *Contractor* has agreed to perform the *Work* for the *Owner* as set out in this *Contract*, on the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

GC 1 - DEFINITIONS AND INTERPRETATION

1.1 The following italicized terms, wherever used in any *Contract Document* or in any amendment thereto, mean:

- 1.1.1 *Affiliate* means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to either (i) elect a majority of the directors of that Person, or (ii) direct or cause the direction of management or policies of that Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise. Any Person shall be deemed to control any partnership of which, at the time, the Person is a general partner, in the case of a limited partnership, or is a partner who has authority to bind the partnership, in all other cases;
- 1.1.2 *Builders Lien Act* means *Builders Lien Act*, S.B.C. 1997, Chapter 45, as the same may be amended from time to time;
- 1.1.3 *Certificate of Completion* means the definition as defined by the *Builders Lien Act*;
- 1.1.4 *Change* means any change in, addition to, or deletion from the *Work*;
- 1.1.5 *Change Directive* means a written instruction from the *Owner* directing a *Change*;
- 1.1.6 *Change Order* means a written order signed by both the *Contractor* and the *Owner* authorizing a *Change*;
- 1.1.7 *Change Quotation* means a written quotation from the *Contractor* for an adjustment in the *Contract Price* or *Contract Time*, or both;
- 1.1.8 *Claims* means any and all actions, proceedings, claims, demands, losses, costs, damages, penalties, fines, remedial obligations, interest, legal and other expenses of whatever nature, including legal fees on a solicitor-client basis;
- 1.1.9 *Commencement Date* means the date that the *Work* is to commence as set out in GC 4.1. The *Commencement Date* is specified on the front page of this *Contract*;

- 1.1.10 *Contemplated Change Notice* means a written notice from the *Owner* of a contemplated *Change*;
- 1.1.11 *Contract* or *Contract Documents* means this Goods and Services Contract together with the schedules listed in GC 1.2, *Change Orders*, and all drawings, plans and specifications listed therein;
- 1.1.12 *Contract Price* means the total amount payable to the *Contractor* for the performance of the *Work*, as set out in Schedule "B" - Payment for Work;
- 1.1.13 *Contract Time* means the period of time from the *Commencement Date* to the completion date as set forth in GC 4.1;
- 1.1.14 *Contractor's Confidential Information* means all information relating to the *Work* and any process, technology or system relating thereto, or relating to the nature of the *Contractor's* business and affairs, which the *Owner* directly or indirectly receives or acquires from the *Contractor* or the *Contractor's Representative* or anyone on behalf of the *Contractor* or the *Contractor's Representative*, either in writing or verbally, or through observation of the *Work*, except information falling into any one or more of the following categories:
- (a) information which the *Owner* can show was in the *Owner's* possession on a non-confidential basis prior to the *Owner's* receipt or acquisition thereof from the *Contractor*;
 - (b) information which is lawfully in the public domain at the time of the *Owner's* receipt or acquisition thereof from the *Contractor* as aforesaid;
 - (c) information which, after the *Owner's* receipt or acquisition thereof from the *Contractor*, becomes part of the public domain through no act of the *Owner* or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain; or
 - (d) information which, after receipt or acquisition thereof from the *Contractor*, is lawfully obtained by the *Owner* from a third party, but only after such information is so received or acquired, and provided such third party is under no obligation of confidence with respect to such information.

Specific information shall not be considered to be within the scope of any of the exceptions listed above merely because it is included with general information within the scope of the above exceptions;

- 1.1.15 *Contractor's Prepared Documents* means all plans, shop drawings, other drawings, specifications, calculations, reports, opinions, notes, models, bid documents, software, data and other documents prepared by the *Contractor* pursuant to this *Contract* whether written or stored electronically;
- 1.1.16 *Contractor's Representative* means that person designated from time to time as the *Contractor's* contract administrator appointed in writing by the *Contractor* to oversee the work, or a designated part of it;
- 1.1.17 *Deficiency Holdback* means the holdback set out in GC 3.5;
- 1.1.18 *Event of Force Majeure* means any occurrence, other than the financial capability of a party or an event constituting a delay under GC 19, which is beyond the control and without the fault or negligence of the party relying on such occurrence, and which by the exercise of reasonable diligence that party could not at the time of submitting a proposal have reasonably contemplated happening (it being acknowledged that the matters referenced in GC 7.1, without limitation, shall be deemed to have been within the contemplation of the *Contractor*) and is unable to prevent or provide against;
- 1.1.19 *Final Acceptance Certificate* means the certificate set out in GC 9.7;
- 1.1.20 *Final Completion Notice* means that notice issued by the *Owner* to the *Contractor* pursuant to GC 9.3, certifying completion and acceptance of the *Work* under this *Contract*;

- 1.1.21 *Functional Completion* means that date when the *Work* (or a component system thereof as defined in the *Contract Documents*) has been completed and is ready to be turned over by the *Contractor* to the *Owner* in accordance with the *Work Schedule* and certified by the *Owner's Representative* as being ready for operation;
- 1.1.22 *General Conditions* means the terms and conditions contained in this Goods and Services Contract and sometimes abbreviated as GC;
- 1.1.23 GST means federal goods and services tax;
- 1.1.24 *Hazardous Material* means any substances which are hazardous to persons, animals, property or the environment and includes hazardous substances, hazardous waste, ozone depleting substances and dangerous goods, all as identified or defined under applicable *Law*, as well as any prescribed product under the *Nuclear Energy Act* (Canada);
- 1.1.25 *Key Personnel* means those personnel so identified in Schedule "A" - Scope of Work;
- 1.1.26 *Labour and Material Payment Bond* means a surety in form and amount satisfactory to the *Owner* which is issued by a corporation created and existing under the laws of Canada and permitted by the federal and provincial laws of Canada to transact the business of suretyship in all Provinces and Territories of Canada. The *Labour and Material Payment Bond* will guarantee payment to all Claimants (as defined in this definition) for all labour and material used or reasonably required for use in the performance of this Contract. A "Claimant" for the purpose of this *Labour and Material Payment Bond* is defined as one having a direct contract with the *Owner* for labour, material or both for use in the performance of the *Contract*;
- 1.1.27 *Law* means the common law, the law of equity and all federal or provincial statutes or municipal by-laws and all regulations, orders, directives, permits and licenses thereunder, which apply to or otherwise affect the *Owner* or the *Contractor* with respect to the *Work*, or the property of the *Owner* or the *Contractor*, real or personal, or any part thereof, including but not limited to all environmental, occupational, health and safety laws;
- 1.1.28 *Milestone Dates* means those dates set out in Schedule "A";
- 1.1.29 *Non-Canadian Workers* means persons other than Canadian citizens, permanent residents or persons who meet the requirements of the exemption provisions set forth in the *Immigration Act* (Canada) and regulations, as amended from time to time;
- 1.1.30 *Other Contractors* means any third party contractors, consultants, or engineers retained by the *Owner*, to perform any work or services, related to the *Work Site*;
- 1.1.31 *Owner's Confidential Information* means all information relating to the *Work* and any process, technology or system relating thereto, the design, construction, operation, maintenance or any other aspect of the *Owner's Site*, or relating to the nature of the *Owner's* business and affairs, which the *Contractor* directly or indirectly receives or acquires from the *Owner* or the *Owner's Representative* or anyone on behalf of the *Owner* or the *Owner's Representative*, either in writing or verbally, or through observation of the *Owner's Site* or the *Work*, except information falling into any one or more of the following categories:
- (a) information which the *Contractor* can show was in the *Contractor's* possession on a non-confidential basis prior to the *Contractor's* receipt or acquisition thereof from the *Owner*;
 - (b) information which is lawfully in the public domain at the time of the *Contractor's* receipt or acquisition thereof from the *Owner* as aforesaid;
 - (c) information which, after the *Contractor's* receipt or acquisition thereof from the *Owner*, becomes part of the public domain through no act of the *Contractor* or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain; or

- (d) information which, after receipt or acquisition thereof from the *Owner*, is lawfully obtained by the *Contractor* from a third party, but only after such information is so received or acquired, and provided such third party is under no obligation of confidence with respect to such information.

Specific information shall not be considered to be within the scope of any of the exceptions listed above merely because it is included with general information within the scope of the above exceptions;

- 1.1.32 *Owner's Representative* means that person designated by the Owner from time to time as the Owner's contract administrator appointed in writing by the Owner to oversee the work, or a designated part of it;
- 1.1.33 *Owner's Site* means the *Owner's* land upon which the *Work Site* is located and which may have on it other projects by *Other Contractors* or existing facilities, activities or operations;
- 1.1.34 *Performance Bond* means a surety bond in form and amount satisfactory to the *Owner* which is issued by a corporation created and existing under the laws of Canada and permitted by the federal and provincial laws of Canada to transact the business of suretyship in all Provinces and Territories of Canada. The *Performance Bond* will guarantee completion of the *Contract* in accordance with its terms and conditions;
- 1.1.35 *Policies* means the policies of the Owner including all of Owner's standards, procedures, and guidelines, issued from time to time, relating to performance of the Work at the Site, copies of which are available on EPCOR's website at <http://corp.epcor.com/retailers-contractors-suppliers/contractors-suppliers/Pages/contractors-suppliers.aspx>;
- 1.1.36 *Project Mediator* means the person appointed pursuant to GC 31.3;
- 1.1.37 *Proprietary Information* means all inventions, discoveries, improvements and technical information not in the public domain, which the *Contractor*, *Subcontractors* or *Suppliers*, or their respective employees or agents who are performing the *Work*, may conceive of, reduce to practice or develop during the *Contract Time* or within 6 months thereafter, as a result of *Owner's Confidential Information*;
- 1.1.38 *Records* means both paper and electronic books, statements, records and accounts pertaining to this *Contract* and the performance of the *Work*;
- 1.1.39 *RFQ Documents* means the request for quotation documents issued by the Owner in response to which quotations are invited for the performance of the *Work*;
- 1.1.40 *Site Minutes* means those minutes recorded by the *Owner's Representative* at site meetings attended by the *Owner* and the *Contractor*;
- 1.1.41 *Specified Substance* has the meaning given in any published *Owner's* regulations, guidelines or publications applicable to the *Work* issued for the use and disposal of substances;
- 1.1.42 *Subcontractors* means any contractors or consultants hired by the *Contractor* in accordance with this *Contract* to perform any portion of the *Work*;
- 1.1.43 *Suspended Work* has the meaning ascribed thereto in GC 21.1;
- 1.1.44 *Substantial Performance* has the meaning ascribed thereto in the *Builders Lien Act*, subsection 1(2);
- 1.1.45 *Substantial Performance Certificate* means a certificate issued by the *Owner's Representative* to the *Contractor* indicating that the conditions for *Substantial Performance* of the *Work* have been met;

- 1.1.46 *Suppliers* means any third party retained by the *Contractor* to supply equipment, materials or both for any portion of the *Work*;
- 1.1.47 *Warranty* means those warranties set forth in GC 26;
- 1.1.48 *Warranty Period* means that period of time set forth in GC 26.2, as it may be modified by GC 26.6 or GC 26.7;
- 1.1.49 *Work* means all labour, supervision, administration, transportation, supplies, tools, equipment, temporary facilities, storage facilities and other work and materials necessary to be performed or supplied for the work required by the *Contract Documents*, including the work described in Schedule "A", and including any work which is not expressly described in the *Contract* but which is nevertheless necessary for the proper execution of the work required by the *Contract Documents*;
- 1.1.50 *Workers Compensation Act* means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492 as the same may be amended from time to time;
- 1.1.51 *Work Day* means any day, except for a Saturday, Sunday, statutory holiday or a holiday which is observed in the construction industry generally in the area of the *Work Site* or defined as a holiday in a collective agreement pertaining to the *Work Site*;
- 1.1.52 *Work Schedule* means a detailed schedule for performance of the *Work* as referred to in GC 7.11;
- 1.1.53 *Work Site* means the site(s) or location(s) where all or any of the *Work* is to be performed on the *Owner's Site*.
- 1.2 The following schedules attached hereto shall form part of and are incorporated in this *Contract*:
 - Schedule "A" - Scope of Work
 - Schedule "B" - Payment for Work
 - Schedule "C" - Release and Waiver of Claims
 - Schedule "D" - Attachments
 - Schedule "E" - Statutory Declaration

GC 2 - WORK

2.1 The *Contractor* shall perform the *Work* in accordance with the *Contract Documents*. The *Contractor* shall supply or cause to be supplied all services, equipment and materials required for the proper execution of the *Work* and shall comply with, observe and perform all provisions of the *Contract* applicable to the *Contractor*.

GC 3 - PAYMENT

3.1 As full and complete compensation for performance of the *Work*, the *Owner* shall pay the *Contractor* the *Contract Price* in accordance with Schedule "B".

3.2 The *Contractor* shall prepare and submit invoices for all *Work* performed hereunder, in accordance with Schedule "B".

3.3 The *Owner* shall retain 10% of all payments due to the *Contractor* for *Work* performed, or such other holdback amounts as set out in the *Builders Lien Act* (British Columbia), as amended. The *Contractor* shall be required to submit an invoice when applying for release of any holdback. If any builders' liens have been filed or registered or notice of a claim for a builders' or other lien has been received by the *Owner* or if there shall be reasonable evidence indicating probable filing or registering of any lien or claim of any kind for which, if established, the *Owner* might become liable and which is attributable to the *Contractor* under any builders' lien, workers' compensation or other legislation, the *Contractor* shall not be entitled to further payment at any time until all such claims have been satisfied, withdrawn or discharged. All expenses the *Owner* incurs as a result, including all counsel and other legal

fees and disbursements on a solicitor and his own client basis, shall also be paid to the *Owner* by the *Contractor* before any further payment shall be made. Should any action or proceedings to enforce a lien or claim be commenced with the result that the *Owner* pays any or all funds withheld into court or pays same to another appropriate authority, the *Contractor* shall reimburse the *Owner* all of its costs, including all counsel and other legal fees and disbursements on a solicitor and his own client basis.

3.4 Everything charged to the *Contractor* by the *Owner* under the terms of the *Contract* shall be paid by the *Contractor* to the *Owner* on demand; and if not so paid may be set-off against and deducted by the *Owner* from any monies due or to become due to the *Contractor* under the *Contract* or otherwise. The *Owner* will retain all applicable withholding taxes from payments due to the *Contractor* where required by law to do so.

3.5 In addition to other holdbacks as provided in the *Contract Documents*, when considering *Substantial Performance*, the *Owner* may hold back, from payments otherwise due the *Contractor*, 200% of a reasonable estimate, as determined by the *Owner's Representative*, on account of deficient or defective *Work* already paid for. This *Deficiency Holdback* may be held, without interest, until such deficiency is remedied. The items of defect or deficiency and the amount of related *Deficiency Holdback* shall be listed separately on the payment certificate.

GC 4 - CONTRACT TIME

4.1 The *Contractor* shall commence the *Work* on the *Commencement Date*, shall perform the *Work* in accordance with the *Work Schedule*, shall achieve the *Milestone Dates* set out in Schedule "A" and, except as otherwise provided herein, shall finally complete the *Work* on or before the date set out in Schedule "A".

4.2 The provisions of this *Contract* shall survive the completion of the *Work*.

GC 5 - CONTRACT DOCUMENTS

5.1 Each of the parties shall promptly and fully inform each other of any errors, omissions or inconsistencies in the *Contract Documents* and of any inconsistencies between the *Contract Documents* and the *Law* of which they become aware. The *Contractor* shall exercise reasonable care and diligence to prevent any actions or conditions which could result in any such inconsistencies. If the *Contractor* discovers any inconsistencies in the *Contract Documents* or between the *Contract Documents* and the *Law*, it shall resolve all such inconsistencies with the *Owner* before proceeding with the affected portion of the *Work*.

5.2 Subject to GC 27.4 and GC 27.5, if any of the *Contractor's Prepared Documents* are incorrect or inconsistent with any of the other *Contract Documents* or the *Law*, then the *Contractor* shall be liable to and shall indemnify the *Owner* for all losses, costs, damages and expenses whatsoever which the *Owner* may incur as a result of any errors or inconsistencies therein.

5.3 Subject to *Changes* made in accordance with GC 8, the *Contractor* shall not deviate from the specifications or requirements stated in the *Contract Documents*.

5.4 Subject to the provisions of GC 5.5 and GC 8.7, all conflicts in these *Contract Documents*, including those contemplated in GC 5.1, may, in the *Owner's* sole discretion, be resolved solely by the *Owner's Representative*. The *Contractor* shall not work on that portion of the *Work* which is affected until the conflict has been resolved and the *Owner* has authorized the *Contractor* to proceed with such *Work*.

5.5 In the event of a conflict or inconsistency among or between the *Contract Documents*, the following shall apply:

5.5.1 the *General Conditions*, including the attached schedules, shall govern over the *RFQ Documents*;

- 5.5.2 for documents as revised by either party and approved by the *Owner*, the latest revisions shall govern;
- 5.5.3 figured dimensions on drawings shall govern, even though they may differ from scaled dimensions;
- 5.5.4 drawings of larger scale shall govern over those of smaller scale of the same date;
- 5.5.5 specifications issued by the *Owner* shall govern over all drawings regardless of date;
- 5.5.6 subject to GC 5.5.7, the *General Conditions* shall govern over all other *Contract Documents*, including the schedules attached hereto; and
- 5.5.7 supplementary general conditions shall govern over the *General Conditions*.

GC 6 - PERSONNEL

6.1 The *Contractor* shall provide a sufficient number of qualified personnel to enable timely and proper execution and completion of the *Work*. All such personnel shall be competent, literate in English and qualified by education, training, experience and in all other respects capable of carrying out the tasks to which each is assigned.

6.2 The *Contractor* shall employ, or cause to be employed, only supervisory personnel who are appropriately qualified, trained and experienced in safety, efficiency and quality of work supervision, and if requested by the *Owner*, accredited, or enrolled in a program for accreditation, in the manner specified by the *Owner* in the *Contract Documents*.

6.3 At the *Owner's* request, the *Contractor* shall reassign, replace or remove personnel who, in the *Owner's* sole discretion, do not meet the requirements of GC 6.1 or GC 6.2, or who have committed a violation of the *Owner's* regulations and procedures, including safety, security, camp or site regulations or procedures.

6.4 Prior to the *Commencement Date*, the *Contractor* shall submit a proposed organizational chart for the *Owner's* approval. The organizational chart shall show:

- 6.4.1 the *Key Personnel* and the other supervisory and staff personnel who shall be executing the *Work*, together with their respective job titles; and
- 6.4.2 the total number of personnel, including all personnel of the *Contractor* and the *Subcontractors*, who shall be executing the *Work*.

6.5 The *Contractor* shall not, without the *Owner's* consent:

- 6.5.1 make any changes to the *Key Personnel*; or
- 6.5.2 add to or reduce the total number of personnel;

once an organizational chart that has been approved by the *Owner*. If any *Key Personnel* leave the *Contractor's* workforce, the *Contractor* shall forthwith replace such *Key Personnel* with personnel suitable to the *Owner* and of at least comparable qualifications.

6.6 The *Contractor* shall not, without the *Owner's* consent, pay, agree to pay or allow a *Subcontractor* or *Supplier* to pay or agree to pay to any personnel:

- 6.6.1 overtime; or
- 6.6.2 any inducements or other payments outside the scope of or beyond those payments permitted by any collective agreement applicable to such personnel.

6.7 The *Contractor* shall not employ or continue to employ *Non-Canadian Workers* in Canada, except in compliance with the *Immigration Act* (Canada) and regulations, as amended from time to time.

The *Contractor* shall obtain and produce to the *Owner's Representative* valid and subsisting employment authorizations with respect to all *Non-Canadian Workers* to be used to perform the *Work*.

GC 7 - PERFORMANCE

7.1 The *Contractor* accepts the *Owner's Site*, the *Work Site* and the obligation to perform the *Work* in the condition existing at the date on which a proposal is submitted by the *Contractor* in response to the RFQ Documents and acknowledges that it has investigated and satisfied itself as to:

- 7.1.1 the nature of the *Work*;
- 7.1.2 the location of and all conditions relating to the *Owner's Site* and the *Work Site* including accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions;
- 7.1.3 the general character, quality, quantity and availability of equipment and materials required to execute and complete the *Work*;
- 7.1.4 all environmental risks, conditions, *Law* and restrictions applicable to the *Contractor* or the *Work* that might affect the *Work*;
- 7.1.5 all conditions affecting labour, including availability, productivity and administrative practices, including those relating to safety, prevailing at or applicable to the *Work*; and
- 7.1.6 the magnitude of the construction work required to execute and complete the *Work*;

and any failure by the *Contractor* to discover matters which affect or could affect the *Work* shall not relieve the *Contractor* from its obligations under this *Contract* or otherwise affect the *Contract Price*.

7.2 The *Contractor* and the *Owner* shall co-operate fully with each other, *Other Contractors* and *Suppliers* and all other parties with whom the *Contractor* and the *Owner* may be involved during the performance of the *Work*.

7.3 The *Owner* reserves the right to award separate contracts to *Other Contractors* to be performed at the *Work Site* and to perform work with its own forces at the *Work Site*, in which case the *Owner* shall coordinate and schedule the *Work* with the work of the *Other Contractors* and the *Owner's* own forces, and the *Contractor* shall share access to and use the *Work Site* to accommodate the work of *Other Contractors* and of the *Owner's* own forces.

7.4 The *Contractor* agrees that it shall:

- 7.4.1 efficiently and expeditiously perform all *Work* in a good and workman-like manner and in accordance with this *Contract*;
 - 7.4.2 exercise in its performance of the *Work* that standard of care and skill normally exercised by contractors performing this type of construction work; and
 - 7.4.3 perform the *Work* in a safe and environmentally sound manner and in compliance with applicable *Law*.
- 7.5 The *Contractor* represents and warrants to the *Owner* that:
- 7.5.1 it has the experience, resources, personnel and capability to expeditiously and diligently perform the *Work* and this *Contract*;
 - 7.5.2 it is duly incorporated and validly existing under the laws of the Province of British Columbia;
 - 7.5.3 it has all required permits, licenses and authorizations necessary to carry on its business and to be obtained by it to conduct the *Work*; and

7.5.4 the title to any and all materials, supplies and equipment which are to be provided by the *Contractor* for incorporation into the *Work* shall upon delivery to the *Work Site* be free from any and all claims, liens, charges, encumbrances or security interests of any kind whatsoever.

7.6 The *Owner* shall have general control and direction over the performance of the *Contract* and the *Work* and the *Owner's Representative* shall be the interpreter of the requirements of the *Contract Documents* and shall assess the performance of both parties under the *Contract*. Any objections or claims that the *Contractor* may have against the *Owner* relating to the *Contract*, including any direction, interpretation or assessment given or made by the *Owner* in respect of matters relating to safety, quality, performance, compliance, completion, warranty work or otherwise, shall be presented to the *Owner's Representative* in writing not later than five *Work Days* after the occurrence of the direction, decision or circumstances giving rise to the objection or claim. Failure by the *Contractor* to present any objection or claim within such five *Work Days* shall result in the *Contractor* being deemed to have absolutely waived and released any such objection or claim.

7.7 The *Contractor* shall supervise its employees, *Subcontractors* and *Suppliers* and inspect their work to ensure that such work and the *Work* conforms in each and every respect to the *Contract Documents* and to good and proper construction practices.

7.8 Neither acceptance of any part of the *Work* by the *Owner*, nor payment to the *Contractor*, shall relieve the *Contractor* from its responsibilities under this *Contract*, whether pursuant to any of the warranties or guarantees expressed or implied herein, or otherwise.

7.9 The *Contractor* shall provide the *Owner* with verbal or written reports in reasonable detail promptly upon the reasonable request of the *Owner*, and shall attend meetings as required by the *Contract Documents*, or as otherwise requested by the *Owner's Representative*.

7.10 The *Contractor* shall ensure that no activities or actions are undertaken in the performance of the *Work* by the *Contractor*, its *Subcontractors* or *Suppliers*, which would adversely affect, restrict or limit in any way the continued operation of the *Owner's* facilities or plant which are in operation, unless required to perform the *Work* and done in accordance with the *Work Schedule* or otherwise authorized by the *Owner's Representative*.

7.11 Prior to the *Commencement Date*, and when otherwise requested by the *Owner's Representative*, the *Contractor* shall prepare a detailed *Work Schedule* satisfactory to the *Owner*, acting reasonably, for the performance of all or any part of the *Work* required under the *Contract Documents*. The *Contractor* shall control the progress of the *Work* to achieve compliance with the *Work Schedule*.

GC 8 - CHANGES

8.1 The *Owner* shall have the right, at any time, to make *Changes*.

8.2 When a *Change* is proposed or required, the *Owner* shall provide a *Contemplated Change Notice* to the *Contractor* describing the proposed *Change*.

8.3 The *Contractor*, upon receipt of a *Contemplated Change Notice*, shall promptly provide the *Owner's Representative* with a *Change Quotation* which shall include a method of adjustment or an amount of adjustment to the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed *Change*.

8.4 The *Owner* shall promptly following receipt of the *Change Quotation* either agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, or give the *Contractor* notice that the *Change Quotation* is not acceptable. If the *Change Quotation* is agreed to, then the *Owner* shall immediately issue a *Change Order* recording the *Change*, which shall be signed by the *Owner* and the *Contractor*. The value of *Work* performed as a result of a *Change Order* shall be included in invoices for payment given in accordance with the terms of payment in Schedule "B".

8.5 If the *Owner* requires the *Contractor* to proceed with the *Change* before the *Owner* and the *Contractor* agree, or where the *Owner* and the *Contractor* have failed to agree upon the adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.

8.6 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the *Change* and:

8.6.1 the *Contractor* shall keep daily records signed by the *Owner's Representative* of the time, materials and equipment employed in the *Change*;

8.6.2 the *Contract Price* shall be adjusted in accordance with Schedule "B" for *Changes* and *Change Directives*; and

8.6.3 the *Contract Time* shall be equitably adjusted by agreement between the *Owner* and *Contractor*, and if agreement cannot be reached, then the dispute shall be settled in accordance with GC 31.

8.7 If, during the performance of the *Work*, the *Contractor* is of the opinion that any instruction, interpretation, decision or direction from the *Owner* should have but has not resulted in a *Contemplated Change Notice* or *Change Directive* being issued, the *Contractor* shall give the *Owner* 10 Work Days notice with a *Change Quotation* requesting any adjustment in the *Contract Price* and *Contract Time* required. The *Owner* shall promptly consider the *Change Quotation* and immediately issue a *Change Order*, *Change Directive* or advise the *Contractor* that the *Contractor's* request is denied. If the *Contractor* disputes the *Owner's* decision, the *Contractor* shall, before proceeding with the *Work*, provide notice to the *Owner* disputing the *Owner's* decision, but shall promptly proceed to perform the *Work*. The *Contractor* shall keep daily records, to be signed by the *Owner's Representative*, of the time, materials and equipment employed in respect of the disputed *Work*. The *Contractor's* entitlement to an adjustment in the *Contract Price* and *Contract Time* shall then be resolved under GC 31.

8.8 No modification, additions, deletions or other revisions to this *Contract*, including Schedules "A", "B" and "D", shall be binding on either party unless set out in a *Change Order* or required by a *Change Directive*. Neither the keeping of daily records in respect of disputed work nor the signing of those records by the *Owner's Representative* shall be considered as an admission of entitlement to payment by the *Owner* but shall constitute a record of the time, materials and equipment employed in respect of the work for which a *Change Directive* has been issued or the *Contractor* has given notice of a dispute.

8.9 If the *Contractor* encounters actual subsurface or other concealed physical conditions at the *Work Site* which are materially different from the conditions represented to exist in the *Contract Documents*, then the *Contractor* shall provide notice to the *Owner* within 5 *Work Days* of encountering the conditions and shall allow the *Owner* the opportunity for inspection before the conditions are further disturbed.

8.10 The *Owner* shall promptly investigate the conditions described by the *Contractor* and if the actual conditions encountered by the *Contractor* at the *Work Site* differ materially from the conditions represented in the *Contract Documents* so as to substantially increase the cost to the *Contractor* or the time to perform the *Work*, then the *Owner* shall issue a *Change Order* to cover the increased cost and changed time to perform the *Work*.

GC 9 - COMPLETION & ACCEPTANCE

9.1 Upon notice to the *Contractor*, the *Owner* shall have the right to take possession of and use for any purpose any partially completed portion of the *Work*. The taking of possession or use shall not be deemed to be the *Owner's* acknowledgement of completion and acceptance of that portion of the *Work* or the *Owner's* concurrence that such *Work* conforms to the *Contract* and shall not limit or waive the *Contractor's* responsibility with respect thereto pursuant to this *Contract* or otherwise.

9.2 When in the *Contractor's* opinion *Substantial Performance* of the *Work* has been met, the *Contractor* will request *Substantial Performance* from the *Owner* in accordance with the Builders Lien Act. Any *Work* defects or omissions, or outstanding *Work* known by the *Contractor* at the time of request will be listed with a monetary value assigned to each item representing a true estimate of the cost to

complete the *Work*, and submitted with the *Contractors'* request for *Substantial Performance*. Within 10 Work Days of receipt of that request, the *Owner's Representative* will either accept the *Substantial Performance* request or give notice to the *Contractor* of the reasons why the *Work* has not achieved *Substantial Performance*. Neither acceptance by the *Owner's Representative* that the *Work* has reached *Substantial Performance* nor the acceptance by the *Owner* of the *Work* being ready for operation, will relieve the *Contractor* of any of its obligations under this *Contract*, or otherwise.

9.3 When the *Contractor* has completed the *Work*, or a component system thereof as defined in the *Contract Documents* ready to be turned over to the *Owner* for operation in accordance with the *Work Schedule*, it may give the *Owner's Representative* notice that the *Work*, or a component system thereof, has achieved *Functional Completion*. Within 10 Work Days of receipt of that notice, the *Owner's Representative* shall either issue a *Functional Completion* certificate or give notice to the *Contractor* of the reasons why the *Work*, or component system thereof, has not achieved *Functional Completion*. Neither certification by the *Owner's Representative* that the *Work*, or a component system thereof, has reached *Functional Completion* or the acceptance by the *Owner* of the *Work*, or a component system thereof, as being ready for operation shall relieve the *Contractor* of any of its obligations under this *Contract*, or otherwise.

9.4 After the *Contractor* has completed all *Work* under this *Contract* and corrected all known deficiencies, it shall give the *Owner's Representative* notice that the *Work* has been finally completed. Within 10 Work Days of receipt of that notice, the *Owner's Representative* shall either issue a *Final Completion Notice*, or give notice to the *Contractor* of the deficiencies to be remedied before a *Final Completion Notice* can be issued. In the latter case, the foregoing procedure with respect to the deficiencies shall be repeated until the *Owner's Representative* issues the *Final Completion Notice*. Notwithstanding the foregoing, the *Owner's* issuance of the *Final Completion Notice* shall not relieve the *Contractor* of any of its obligations under this *Contract*, or otherwise.

9.5 If pursuant to GC 9.2 to GC 9.4, any deficiencies or other remedial requirements are identified requiring correction or completion prior to the issuance by the *Owner* of a *Substantial Performance Certificate* or *Final Completion Notice*, as the case may be, the *Contractor* shall promptly repair, replace and make good all defects and correct or complete all deficiencies, errors, omissions or mistakes in or with respect to the *Work* (or any component system) at its own cost by re-performing the *Work* or repairing or replacing any materials or equipment, if any, which do not comply with the *Contract*.

9.6 The parties agree that it is a condition precedent to the issuance of a *Final Completion Notice* and to the release of the holdback that the *Contractor* satisfy each of the following requirements:

- 9.6.1 the *Work* has been fully completed in accordance with the terms and conditions of this *Contract*;
- 9.6.2 all deficiencies with respect to the *Work* have been remedied to the satisfaction of the *Owner*;
- 9.6.3 all obligations to other parties in relation to the *Work* for which the *Owner* or the *Contractor* could in any way be held responsible have been fully satisfied; and
- 9.6.4 the *Contractor* has delivered to the *Owner* the following:
 - (a) a statutory declaration in the form included in Schedule "E" - Statutory Declaration and modified as required to include the following:
 - 1. the amount of final sums payable;
 - 2. the date the *Contractor* completed the *Work*, to evidence the expiration of the term for filing liens;
 - 3. that full payment of all payrolls and other similar indebtedness, and all other sums and obligations whatsoever incurred by the *Contractor* in carrying out the *Work*, including payments to *Subcontractors* and payments to *Suppliers* for materials or equipment; and
 - 4. that the *Contractor* has complied with all applicable *Policies* and the *Law*;

- (b) a WorkSafeBC clearance letter;
- (c) any as-built drawings and operations manuals for which the *Contractor* is responsible;
- (d) assignments of any warranties provided by manufacturers or Suppliers of materials;
- (e) written evidence of good standing from union representatives, if any; and
- (f) a release in the form provided in Schedule "C" - Release and Waiver of Claims of all claims against the *Work* and the *Owner* arising under and by virtue of this *Contract* other than such claims, if any, as may with the consent of the *Owner* be specifically excepted by the *Contractor* in the preparation of such release, in amounts which shall be set forth therein.

9.7 Upon expiration of the *Warranty Period*, the successful conclusion of any tests required by the *Contract*, and satisfactory performance under operating conditions meeting the *Work* performance warranty, the *Owner* shall accept the *Work* and a *Final Acceptance Certificate* may be issued to the *Contractor* by the *Owner* if required by the *Contractor*. It shall be the responsibility of the *Contractor* to apply in writing to the *Owner's Representative* for a *Final Acceptance Certificate*. The issuance of a *Final Acceptance Certificate* shall not release the *Contractor* from responsibilities for any defects in the *Work*, products, materials or equipment incorporated into the *Work* for which the *Contractor* may in the future be found liable.

GC 10 - INSPECTION

10.1 At all times during the progress of the *Work*, the *Owner* shall have the right to inspect or witness any part of the *Work*.

10.2 The *Contractor* shall inspect and be solely responsible for the inspection of all workmanship, materials and equipment furnished by the *Contractor*, *Subcontractors* or *Suppliers* in respect of the *Work*, to ensure conformity in each and every respect to the requirements of the *Contract Documents* and the *Law* and to ensure that good and proper construction practices are followed and that the *Work* is performed in a safe and environmentally sound manner.

10.3 If the *Law* requires testing of any part of the *Work*, the *Contractor* shall provide the *Owner* with sufficient advance notice of the arrangements for the test.

10.4 If the *Contract Documents* require any test to be performed or witnessed by the *Owner*, the *Contractor* shall provide the *Owner's Representative* with sufficient advance notice of its readiness for the test and the *Owner* shall then promptly perform or witness the test. If the *Owner* fails to witness the test when scheduled, any re-testing required by the *Owner* shall constitute a *Change*. If any portion of the *Work* is closed or covered by the *Contractor* without the *Owner's* permission and before the *Owner* has been given the opportunity to perform or witness a required test, then if requested by the *Owner*, that portion of the *Work* shall be opened or uncovered for testing and re-closed or re-covered, all at the *Contractor's* expense.

10.5 The *Contractor* shall ensure that all tools, equipment, temporary facilities and other items used in accomplishing the *Work*, whether purchased, rented or otherwise, provided by the *Contractor*, *Subcontractors* or *Suppliers*, are in a safe, environmentally sound and good condition, capable of performing the functions for which they are intended and used. The *Owner* shall have the right to inspect all tools and equipment brought onto the *Owner's Site* at any time during the progress of the *Work*. If any tool or item of equipment is, in the *Owner's* sole judgment, acting reasonably, unsafe, environmentally unsound or incapable of doing the work for which it is intended, the *Contractor* shall repair or replace it with a safe, environmentally sound and capable tool or item of equipment at the *Contractor's* expense.

10.6 Any *Work* which must be tested shall not be considered ready for inspection by the *Owner* until the *Contractor* has satisfied itself and notified the *Owner's Representative* that, in the *Contractor's* opinion, the *Work* can successfully pass the test.

10.7 Any inspection, testing or witnessing of any of the *Work* or tests by the *Owner*, or omission or failure on the part of the *Owner* to inspect or test any of the *Work*, shall not be construed to be an acceptance of any such *Work* or as relieving the *Contractor* of its responsibilities pursuant to this *Contract* or otherwise.

GC 11 - COMPLIANCE WITH POLICIES AND LAW

11.1 The *Contractor* shall comply with and shall ensure that its employees and agents comply with and shall contractually require its *Subcontractors* and *Suppliers* and their respective employees and agents to comply with the *Policies* and all applicable *Law* in connection with the *Work*.

11.2 Subject to GC 27, the *Contractor* shall be liable for and indemnify and hold harmless the *Owner* and its officers, directors, employees, consultants and agents from and against any liability, claims, damages, costs and expenses arising from the failure of the *Contractor*, *Subcontractors* or *Suppliers*, or their respective employees or agents, to comply with the *Policies* and the *Law*, including any additional costs for *Work* to be redone as a result of the breach of *Policies* or *Law*.

11.3 The *Contractor* shall obtain from governmental authorities or other third parties and pay for those licenses, permits and approvals required by the *Policies*, the *Law* or by the *Contract* for the *Work*, except those licenses, permits and approvals required with respect to the land-use aspects of the *Work* to be performed on the *Owner's Site*, and except for those licenses, permits and approvals to be obtained by the *Owner* as listed in Schedule "A".

11.4 If the *Contractor* discovers any variance between the *Policies* or the *Law* and any *Work* performed or materials purchased or supplied by the *Contractor*, *Subcontractors* or *Suppliers*, then the *Contractor* shall promptly notify the *Owner* before proceeding with the part of the *Work* affected, and shall make the necessary revisions to the *Work* or the materials to comply with the *Policies* and *Law*, at the *Contractor's* expense.

GC 12 - SECURITY CLEARANCE

Intentionally Deleted.

GC 13 - SAFETY & LOSS MANAGEMENT

13.1 The parties are committed to safety and the application of loss management principles in the performance of the *Work*. The *Contractor* shall perform the *Work* in a safe manner so as to comply in all respects with the safety, emergency and loss management regulations, guidelines and publications communicated by the *Owner* to the *Contractor* as part of the *RFQ Documents* or otherwise for use by the *Contractor* in preparing its proposal. The *Owner* shall make available to the *Contractor* its published safety, emergency and loss management regulations, guidelines and publications, including any *Owner's* loss management publication, and subject to GC 13.4, the *Contractor* shall perform the *Work* in a safe manner so as to comply therewith in all respects.

13.2 The *Contractor* shall place the highest importance on safety, emergency and loss management at all times during the performance of the *Work*. Accordingly, the *Contractor* shall at all times be responsible for safety and loss management in the performance of the *Work*, including protecting the employees of the *Owner*, the *Contractor*, *Subcontractors*, *Suppliers* and *Other Contractors* and the general public from injury or death and protecting the *Owner's* property and the property of third parties from loss or damage. Without limiting the generality of the foregoing, the *Contractor* shall comply with all other safety requirements, if any, as specified in Schedule "A" or elsewhere in the *Contract Documents*.

13.3 All employees of the *Contractor*, *Subcontractors* and *Suppliers* must successfully complete any *Owner's* safety orientation courses and other similar courses as the *Owner* may require before being allowed access to the *Owner's Site*, and it shall be the *Contractor's* responsibility to ensure that they have done so.

13.4 The *Contractor* will be the prime contractor (the “Prime Contractor”) in accordance with the *Workers Compensation Act* (British Columbia) and the *Contractor* will:

- 13.4.1 comply with all legislative requirements and industry standards with respect to the designation of Prime Contractor;
- 13.4.2 establish and maintain a system or process to ensure the health and safety of all persons at the *Work Site*;
- 13.4.3 establish and maintain an effective segregation plan to prevent movement of workers, equipment and materials between the *Work Site* and any adjacent work sites;
- 13.4.4 establish and maintain an emergency response plan including ensuring first aid services, equipment and supplies are available at the *Work Site*;
- 13.4.5 provide immediate incident notification, follow-up incident investigations and monthly Contractor Health, Safety and Environment reporting to the *Owner* and/or the *Owner's Representative*;
- 13.4.6 ensure all *Subcontractors* and *Suppliers* comply with and are subject to the direction of the *Contractor*, comply with all legislative requirements and industry standards applicable to the services performed and comply with all applicable policies, management systems and/or processes of the *Contractor*; and
- 13.4.7 comply with any and all requests of the *Owner* to provide the *Owner* with any documentation or access to *Work Site* for the sole purpose of allowing the *Owner* to confirm that an effective system or process to manage health and safety has been established and it is appropriate that the *Contractor* remain the Prime Contractor.

Notwithstanding anything set out in the *Contract Documents*, including but not limited to GC 11, so long as the *Contractor* retains the designation of Prime Contractor for the *Work Site*, the *Contractor's* policies, standards, procedures and guidelines pertaining to health and safety matters will govern the performance of the *Work*. The *Contractor's* policies, standards, procedures and guidelines pertaining to health and safety matters must meet or exceed the requirements set out in the *Owner's Policies* that pertain to health and safety matters for the *Work* and the *Work Site*. The *Owner* may, in its sole discretion at any time, revoke the designation of Prime Contractor from the *Contractor* immediately by written notice. Upon revoking the *Contractor's* designation as Prime Contractor, the *Owner* shall promptly identify the party that will act as the Prime Contractor. The *Contractor* shall not re-assign Prime Contractor responsibilities without the prior written approval of the *Owner*.

GC 14 - WORK AREA & CLEAN UP

14.1 The *Owner* may designate space at the *Owner's Site* for the *Contractor's* working and storage areas. The *Contractor* shall be responsible for keeping these areas clean, orderly and secure.

14.2 The *Owner* is not responsible for theft, loss or damage to the *Contractor's* tools, equipment or materials howsoever caused, except for the negligent act or omission of the *Owner* or those for whom in *Law* it is responsible.

14.3 The *Contractor* shall not, and shall ensure that its *Subcontractors* and *Suppliers* do not, use, transport or store *Hazardous Material* on the *Owner's Site* except with the prior approval of the *Owner's Representative*. All *Hazardous Material* used, transported or stored shall be dealt with in accordance with the *Law*, the *Contract* and all of the *Owner's* published regulations, guidelines or publications regarding *Hazardous Material*. The *Contractor* shall also comply with the *Contract* and the *Owner's* published regulations, guidelines or publications in respect of on-site use and disposal of *Specified Substances* at the *Owner's Site*.

14.4 During the performance of the *Work*, the *Contractor* shall comply fully with the *Contract* and the *Owner's* safety and emergency regulations, guidelines and publications regarding clean-up. The *Contractor* shall clean up, remove and dispose of all surplus materials, containers, trash and debris from the *Work*. Upon completion of the *Work*, or earlier termination of this *Contract*, the *Contractor* shall promptly clean up and remove all of its equipment, tools and surplus materials from the *Work Site* as specified by the *Owner* and shall leave the *Work Site* clean and ready for the *Owner's* use and occupancy.

GC 15 - TITLE & RESPONSIBILITY

15.1 All of the *Contract Documents* and *Contractor's Prepared Documents* shall belong to the *Owner*, and accordingly the *Contractor* shall have no proprietary right or interest in the *Contract Documents* or *Contractor's Prepared Documents*. The *Contractor* shall not use, copy or disclose any of the *Contract Documents* and *Contractor's Prepared Documents* for any purpose other than performing the *Work*. Subject to the foregoing, the *Contractor* may retain for its own records a copy of the *Contract Documents* and the *Contractor's Prepared Documents*.

15.2 Notwithstanding GC 15.1 or any other provision of this *Contract*, the *Contractor* shall be responsible for possession of all *Contractor's Prepared Documents* completed or in progress until received by the *Owner*. If any of the *Contractor's Prepared Documents* are lost, damaged or destroyed prior to receipt by the *Owner*, then such *Contractor's Prepared Documents* shall be promptly redone and replaced by the *Contractor* at the *Contractor's* expense unless the loss, damage or destruction was caused by the *Owner* or persons for whom in *Law* it is responsible.

15.3 Subject to the *Owner's* rights pursuant to GC 30.4, the *Owner* agrees that it shall not sell to third parties any of the *Contractor's Prepared Documents* nor shall it distribute any of the *Contractor's Prepared Documents* to third parties except for the purpose of operating, maintaining, repairing, replacing, re-building or renovating the *Owner's* property resulting from the *Work*.

15.4 The title to all *Work* completed or in the course of construction at the *Owner's Site* and the title to all materials, equipment and supplies furnished or fabricated by the *Contractor* in connection with the *Work*, except tools and equipment owned or rented by the *Contractor* or *Subcontractors* and not intended to be incorporated into the *Work*, shall become the property of the *Owner* upon the earlier of payment therefore or delivery to the *Work Site*.

15.5 Notwithstanding the provisions of GC 15.4, and except for any portion of the *Work* for which the *Owner* has taken possession as contemplated by GC 9.1, the *Contractor* shall retain all risk with respect to and be responsible for:

15.5.1 all items furnished by the *Contractor*, *Subcontractors* or *Suppliers* which are to be incorporated into the *Work* or used in the performance of the *Work*;

15.5.2 all items supplied by the *Owner* to the *Contractor* for incorporation into the *Work* or for use in performing the *Work*;

15.5.3 all temporary structures or facilities used in the performance of the *Work*; and

15.5.4 any *Work* completed or in progress,

until the *Owner* has issued a *Final Completion Notice*, in which case the risk shall pass to the *Owner* with respect to the *Work* covered thereby.

15.6 No materials, supplies or equipment incorporated into the *Work* shall be subject to any general security agreement, chattel mortgage, financing contract or other agreement by which an interest therein is retained by the seller or supplier thereof.

GC 16 - PATENTS & LICENSES

16.1 The *Contractor* shall indemnify and save the *Owner* harmless from all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs arising out of any patent, trademark, copyright or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied by the *Contractor*, its *Subcontractors* or *Suppliers* in the performance of the *Work*.

16.2 The *Owner* shall indemnify and save the *Contractor* harmless from all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs arising out of any patent, trademark, copyright or industrial design infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs supplied or specified by the *Owner* to the *Contractor* for use in connection with the *Work*.

16.3 The *Contractor* shall promptly give notice to the *Owner* if the *Contractor* has or acquires knowledge of any patent, trademark, copyright or industrial design or similar right under which an action could reasonably be expected to be maintained because of the use or purchase by the *Owner* of equipment, machinery, materials, compositions, processes, methods or designs incorporated or to be incorporated by the *Contractor* as part of the *Work*. Following notification to the *Owner*, the *Contractor* shall not incorporate any such equipment, machinery, materials, compositions, processes, methods or designs into any plans, drawings, specifications or other documents or use the same in connection with the *Work* without the *Owner's* prior approval.

16.4 The *Contractor* grants the *Owner* a non-exclusive, royalty-free, perpetual, irrevocable license:

16.4.1 to use any and all patents, industrial designs, copyrights and technology related to the *Work* that the *Contractor* owns or controls, subject to the *Contractor's* legal right to do so; and

16.4.2 to make, have made and use the equipment, machinery, materials, compositions, designs, methods and processes supplied by the *Contractor* under this *Contract*, subject to the *Contractor's* legal right to do so.

GC 17 - CONFIDENTIAL INFORMATION & PUBLICITY

17.1 The *Contractor* shall keep all of the *Owner's Confidential Information* in confidence and shall not disclose it to others without the prior approval of the *Owner's Representative*. The *Contractor* shall not use the *Owner's Confidential Information*, except in performance of the *Work*.

17.2 Notwithstanding GC 17.1, the *Contractor* may disclose the *Owner's Confidential Information* to those of its employees, *Subcontractors* and *Suppliers* and their respective employees to whom disclosure is required in order for the *Contractor* to perform the *Work*, provided the *Contractor* shall ensure that its employees and agents comply with and shall contractually require its *Subcontractors* and *Suppliers* and their respective employees and agents to comply with GC 17.1.

17.3 The *Owner* shall keep all of the *Contractor's Confidential Information* in confidence and shall not disclose it to others without the prior approval of the *Contractor's Representative*. The *Owner* shall not use the *Contractor's Confidential Information*, except in accordance with the *Contract*, including GC 15, GC 16, GC 18 and this GC 17.

17.4 Notwithstanding GC 17.3, the *Owner* may disclose the *Contractor's Confidential Information* to those of its employees and *Other Contractors* and their employees to whom disclosure is required in order to make use of or coordinate their activities in relation to the *Work*, provided the *Owner* shall ensure that its employees and agents comply with and shall contractually require its *Other Contractors* and their employees and agents to comply with GC 17.3.

17.5 The *Contractor* shall not disclose any of the *Contract Documents* or the *Contractor's Prepared Documents* to others without the prior approval of the *Owner's Representative*, except as necessary to perform the *Work*.

17.6 The *Contractor* shall not use the *Owner's* name, registered or unregistered trademarks or any of the *Owner's* slogans in any advertising or promotional materials or publicity releases and shall not take or permit to be used any photographs of the *Owner's Site*, in each case without the prior written approval of the *Owner's Representative*.

GC 18 - PROPRIETARY INFORMATION

18.1 The *Contractor* shall promptly disclose all *Proprietary Information* to the *Owner*, shall assign all of its right, title and interest in and to the *Proprietary Information* to the *Owner*, and shall execute all such documents and take such other actions as the *Owner* may consider necessary or desirable with respect to the *Proprietary Information*.

18.2 The *Contractor* shall keep and maintain adequate and current records of all *Proprietary Information*.

18.3 The *Contractor* shall keep all *Proprietary Information* in confidence, shall not use it, or any part of it, except in the performance of the *Work*, and shall not disclose it to others, in each case without the *Owner's* prior written consent.

18.4 Notwithstanding GC 15.1, or anything provided in this GC 18, where a technology, process or work method has been developed by the *Contractor* or a *Subcontractor* or *Supplier* during the course of the *Work* that is not the result of *Owner's Confidential Information*, the proprietary rights to that technology, process or work method shall remain with the *Contractor*, *Subcontractor* or *Supplier*, as the case may be. Where proprietary rights remain with a party other than the *Owner*, the *Owner* shall have, and is hereby granted, the right to have and to retain a copy for its own use and to use any drawings, *Contractor's Prepared Documents* or other information in respect thereof, for the purpose of the *Work* or the operation, repair, maintenance, replacement, re-building or renovation of the *Work*.

GC 19 - FORCE MAJEURE

19.1 Either the *Owner* or the *Contractor* may claim that an *Event of Force Majeure* has taken place by giving the other party verbal notice within 24 hours of the *Event of Force Majeure* and written notice, including a proposed plan of corrective action to resolve or minimize the effect of the *Event of Force Majeure*, within 48 hours of the *Event of Force Majeure*.

19.2 If the *Owner* has given notice of an *Event of Force Majeure*, then the *Owner* may:

19.2.1 subject to GC 19.5, cause the *Contractor* to complete the *Work*, with such adjustments to *Contract Time* as are required by the *Event of Force Majeure*;

19.2.2 suspend the *Work* or any portion thereof in accordance with GC 21; or

19.2.3 terminate this *Contract* or any portion thereof in accordance with GC 22.1.

19.3 If the *Contractor* has given notice that the *Work* or any portion thereof is affected as a result of an *Event of Force Majeure*, then, subject to GC 19.5, the *Contractor* shall complete the *Work*, with such adjustments to *Contract Time* as are required by the *Event of Force Majeure*.

19.4 If the *Owner* and the *Contractor* do not agree that the *Work* or any portion thereof is affected as a result of an *Event of Force Majeure* for which notice has been given under GC 19.1 or cannot agree on any adjustments to *Contract Time* that may be required by the *Event of Force Majeure*, then the *Contractor* shall continue to complete the *Work* in accordance with the *Work Schedule* and either party may refer the matter for resolution under GC 31.

19.5 If an *Event of Force Majeure* exists and continues for a period in excess of 120 continuous *Work Days* and results in substantially all of the *Work* being stopped or suspended during that period, then the *Contractor* may terminate the *Contract* and the *Owner* shall pay the *Contractor* for the *Work* performed to the date of termination.

19.6 Any delay or failure on the part of either the *Owner* or the *Contractor* which is a result of an *Event of Force Majeure* shall not constitute default hereunder or give rise to any claim for damages.

GC 20 - DELAYS

20.1 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Owner* or anyone employed or engaged directly or indirectly by the *Owner*, contrary to the provisions of the *Contract Documents*, or by the *Owner* taking possession of or using any partially completed portion of the *Work* pursuant to GC 9.1 ahead of the *Work Schedule*, then the *Contract Time* shall be extended for such reasonable time as may be necessary to allow the *Contractor* to make up the delay. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

20.2 If the *Contractor* is delayed in the performance of the *Work* by an order issued by a court or other public authority having jurisdiction, and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person directly or indirectly employed or engaged by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Owner* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

20.3 No claim for delay and no extension of time on account of delay shall be made for delay unless notice with a *Change Quotation* is given to the *Owner* not later than 3 *Work Days* after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

20.4 Liquidated Damages for Late Completion. If the *Contractor* fails to meet the *Milestone Date* for *Substantial Performance* or *Final Completion* as set out in Schedule "A", as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

20.4.1 As a genuine pre-estimate of the *Owner's* increased cost for the contract administration and the *Owner's* own staff caused by such a delay an amount of \$1,250.00 per *Work Day* or pro rata portion for each *Work Day* the actual *Milestone Date* is achieved after the *Milestone Date* as set out in Schedule "A"; plus

20.4.2 All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of the delay; plus

20.4.3 Allowance for Funds Used During Construction ("AFUDC") in the amount of \$750.00 per day or pro rata portion of each day the actual *Milestone Date* is achieved after the *Milestone Date* as set out in Schedule "A". AFUDC is an accounting procedure which recognized the financing costs a utility incurs while building a facility as part of the overall cost of the facility. Once construction is completed or the investment is rate based, the AFUDC accruals cease.

If the monies owing to the *Contractor* by the *Owner* are less than the total amount owing by the *Contractor* to the *Owner* under 20.4.1, 20.4.2 and 20.4.3, then any shortfall shall immediately, upon written notice from the *Owner*, and upon achieving the *Milestone Date*, be due and owing by the *Contractor* to the *Owner*.

GC 21 - SUSPENSION

21.1 In addition to any other rights that the *Owner* may have pursuant to this *Contract* or in *Law*, the *Owner* may, in the exercise of its sole discretion, at any time or times, by notice to the *Contractor* specifying the effective date of the suspension, require the *Contractor* to suspend the *Work* or any portion thereof (the "*Suspended Work*"). Upon receiving notice, the *Contractor* shall discontinue the *Suspended Work*, place no further purchase orders or subcontracts with respect to the *Suspended Work*, and promptly make reasonable efforts to obtain suspension terms satisfactory to the *Owner* with respect to all purchase orders, subcontracts, supply contracts and rental agreements related to the *Suspended Work*. The *Contractor* shall continue to perform all *Work* which is not *Suspended Work*.

21.2 Subject to GC 22.7, the *Owner* may at any time authorize resumption of the *Suspended Work* or any part thereof by giving the *Contractor* reasonable notice specifying the part of the *Suspended Work* to be resumed and the effective date of such resumption. The *Contractor* shall resume the *Suspended Work* on the date and to the extent specified in the notice, provided that if the date for resumption is more than 20 days after the date of suspension, the *Contractor* may, by *Change Quotation*, given within 3 days of receipt of the notice of resumption, request a *Change Order* in the manner provided in GC 8.7 deleting the *Suspended Work* from the *Contract* and adjusting the *Contract Price* and *Contract Time* on account of the suspension and deletion of the *Suspended Work*.

21.3 The *Contractor* shall use its employees, equipment and materials in such manner and take such other steps as may be necessary or desirable to minimize the costs associated with the *Suspended Work*. During the period of suspension of the *Work*, the *Contractor* shall secure and protect the *Suspended Work* and all materials and equipment to be used or incorporated therein.

21.4 The *Owner* shall issue a *Change Order* to reimburse the *Contractor* for those direct costs reasonably incurred by the *Contractor* as a result of the *Suspended Work*. Except for any adjustment resulting from a *Change Order* pursuant to GC 8.7 (as contemplated by GC 21.2), under no circumstances shall the *Owner* be liable for any damages or loss of profits on account of *Suspended Work*.

GC 22 - TERMINATION

22.1 In addition to any other rights that the *Owner* may have pursuant to this *Contract*, or in *Law*, the *Owner* may at any time, in the exercise of its sole discretion, terminate this *Contract*, the *Work* or any portion thereof by giving notice to the *Contractor* specifying the *Work* or portion thereof to be terminated and the effective date of the termination. Upon receipt of such notice, the *Contractor* shall discontinue the *Work* in accordance with the notice, and shall take whatever steps may be necessary or desirable to minimize the costs associated with the termination of the *Work*. The *Contractor* shall continue to perform all portions of the *Work* not terminated, if any, in accordance with this *Contract*. Except in the event that this *Contract* is terminated in accordance with GC 22.2 or 22.3, the *Owner* shall reimburse the *Contractor* for those costs reasonably incurred by the *Contractor* as a direct result of the termination of this *Contract*, the *Work* or any portion thereof.

22.2 Not so as to limit the generality of GC 22.1, the *Owner* may in its sole discretion terminate this *Contract* by notice to the *Contractor* in any of the following circumstances:

22.2.1 if the *Contractor* becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against the *Contractor*;

22.2.2 if an order is made or resolution is passed for the winding up or liquidation of the *Contractor*;

22.2.3 if a custodian, receiver, manager or other officer with similar powers is appointed in respect of the *Contractor* or any of the *Contractor's* property;

22.2.4 if the *Contractor* ceases to carry on in the ordinary course of business;

22.2.5 if a creditor takes possession of any of the *Contractor's* property or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by the *Contractor*; or

22.2.6 if the *Contractor* fails or refuses at any time to comply with the provisions of GC 11 or GC 13.

Upon receipt of such notice, the *Contractor* shall discontinue the *Work* in accordance with the notice, and shall take such steps as may be necessary or desirable to minimize the costs to the *Owner* associated with the termination of the *Work*.

22.3 In addition to any rights the *Owner* may have at *Law*, if the *Contractor* is in default in carrying out any of the terms, conditions, covenants or obligations of this *Contract*, or has made a false representation, declaration or warranty, the *Owner* may give the *Contractor* notice of default. The *Contractor* shall have 5 *Work Days* following receipt of the notice, or such longer time as the *Owner* has specified in the notice of default, within which to remedy the default. If the *Contractor* fails to rectify the default in the time required, the *Owner* may, by notifying the *Contractor*, terminate the whole or any part of the *Contract*.

In the case of any default which would reasonably require more than the time allowed to rectify the default, the *Contractor* shall be deemed to have rectified the default if, within the allowed time, it has submitted to the *Owner* a schedule for rectification of the default which the *Owner* has accepted and the *Contractor* has commenced rectification and thereafter promptly and diligently and continuously proceeded with the rectification of the default in accordance with the approved schedule. If the *Owner* does not accept the schedule of rectification, the *Contract* shall be terminated in accordance with the notice of termination provided by the *Owner* to the *Contractor*. If the *Owner* accepts the schedule of rectification, but the *Contractor* does not complete the rectification of the default within the *Owner*-approved schedule, the *Owner* may, by 5 *Work Days* notice in writing to the *Contractor*, terminate the whole or any part of the *Contract*.

Upon receiving a notice of termination, the *Contractor* shall discontinue the *Work* in accordance with the notice and shall take such steps as may be necessary or desirable to minimize the costs to the *Owner* associated with the termination of the *Work*. The *Owner* shall not be liable for those costs incurred by the *Contractor* as a result of the termination of the *Work*.

22.4 In the event this *Contract* or any portion of the *Work* is terminated, the *Owner* may complete or have others complete the *Work*. Subject always to GC 3.2, if this *Contract* is terminated pursuant to GC 22.2 or GC 22.3, the *Owner* shall pay the *Contractor* for all *Work* satisfactorily performed to the date of termination, less the sum of all monies already paid to the *Contractor* and all costs the *Owner* must pay in excess of the *Contract Price* to obtain satisfactory completion of the *Work* by others.

22.5 Upon termination of this *Contract* or the *Work* or any part thereof, the *Contractor* shall execute and deliver to the *Owner* all documents required by the *Owner*, and shall take all steps required by the *Owner*, to assign to and fully vest in the *Owner* all right, title and interest of the *Contractor* under existing agreements with the *Contractor's* *Subcontractors* and *Suppliers* which are related to the *Work*.

22.6 The *Owner* shall not be liable for any penalties, damages or loss on account of anticipated profits as a result of the termination of the *Work* or this *Contract* by the *Owner*. Subject to the foregoing, the rights and remedies provided in this GC 22 are in addition to the rights and remedies provided by the *Law* or under any other provision of this *Contract*.

22.7 If the *Owner* has suspended all or substantially all of the *Work* pursuant to GC 21.1 and has not within 365 days after the date of suspension authorized resumption of the *Suspended Work* or a material portion thereof, the *Contractor* may, without prejudice to any other right or remedy it may have, by giving the *Owner* written notice, immediately terminate the *Contract*.

22.8 If the *Owner* becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against the *Owner*, the *Contractor* may, without prejudice to any other right or remedy it may have, by giving the *Owner* written notice, immediately terminate the *Contract*.

22.9 If the *Owner* fails to make a payment to the *Contractor* when due and payable under this *Contract*, the *Contractor* may give the *Owner* notice of default. If the *Owner* has not cured the default within 15 *Work Days*, or is not contesting the *Contractor's* entitlement to payment in good faith, then the *Contractor* may suspend the further performance of the *Work*, without prejudice to all other rights and remedies it may have at *Law*. In the event that the *Owner* remains in default of payment for a further period of 25 *Work Days* after suspension of the *Work* by the *Contractor*, the *Contractor* may terminate the *Contract*, without prejudice to all other rights and remedies it may have at *Law*. The *Owner* shall be liable for and pay to the *Contractor* all amounts on account of *Work* performed to the date of suspension hereunder, the *Contractor's* reasonable charges incurred during the period that the *Work* was suspended, and, in the event of termination, the *Contractor's* loss of profit on the balance of the uncompleted *Work*.

GC 23 - TAXES

23.1 The *Contractor* shall be responsible for the payment of:

23.1.1 all taxes imposed by reason of the performance or completion of the *Work*, including license, permit and registration fees and the *Contractor's* income, profit, franchise, business and personal property taxes;

23.1.2 all employment taxes and contributions imposed by the *Law* or required to be paid on behalf of the employees of the *Contractor*, *Subcontractors* or *Suppliers*, including taxes and contributions for income tax, workers' compensation, unemployment insurance, old age benefits, welfare funds, pensions and annuities and disability insurance; and

23.1.3 all customs, sales and excise taxes and duties owing with respect to any labour, machinery, materials and equipment supplied by the *Contractor* for use in the performance of or to be incorporated into the *Work*, except for goods and services tax payable by the *Owner* with respect to payments due to the *Contractor*.

23.2 Any increase in taxes and charges described in GC 23.1.1 and GC 23.1.2 shall be the sole responsibility of the *Contractor*. In the event of a change in taxes or charges described in GC 23.1.3, a *Change Order* shall be issued changing the *Contract Price* to account for the difference between the amount of tax that would have been payable by the *Contractor* as of the effective date of this *Contract* and the actual amount of tax that becomes payable as a result of the change in the tax.

23.3 The *Contractor* shall indemnify and hold harmless the *Owner* from any liability resulting from the *Contractor's*, *Subcontractors'* or *Suppliers'* failure to make timely payments of the items referred to in this GC 23 or such similar items for which the *Contractor* is responsible. Any interest, penalties or other liabilities arising from such failure shall be the sole responsibility of and be paid for by the *Contractor*.

23.4 The *Contractor* hereby represents that it is duly registered for the purposes of the GST legislation and will remain so registered during the currency of their dealing with the *Owner*. The *Contractor* agrees to provide the *Owner* with any documentary evidence as may be required by it in order to claim input tax credits/reimbursements in respect of any GST paid to the *Contractor* and all invoices, statements of account or any similar documents rendered by the *Contractor* shall contain such information as is required by, or prescribed under, the GST legislation.

GC 24 - WORKERS' COMPENSATION

24.1 The *Contractor* shall at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to the *Workers Compensation Act* of British Columbia and, upon failure to do so, the

Owner, in addition to any other rights it may have at *Law* or under this *Contract*, may retain the amount of such assessment or contribution from the *Contract Price*.

24.2 Prior to the *Commencement Date*, before release of the holdback, and at any other time at the *Owner's* request, the *Contractor* shall arrange to have the WorkSafeBC send a clearance letter to the *Owner's Representative*, verifying that all required assessments and contributions have been paid, or such assessments and contributions are not required to be paid by the *Contractor*, *Subcontractors* and *Suppliers*.

GC 25 - LIENS

25.1 The *Contractor* shall at all times reimburse, protect, indemnify (including legal fees on a solicitor and own client (indemnity) basis) and save free and harmless the *Owner*, the *Owner's Site* and the other lands and property of the *Owner* from and against all liens, claims made or liability incurred by the *Owner* on account of the *Work* performed or materials supplied by *Subcontractors* or *Suppliers*, or on account of any exaggerated lien filed by the *Contractor*. The *Contractor* shall cause any such lien or claim which may be filed or made to be released and discharged forthwith at the expense of the *Contractor*. If the *Contractor* fails to release or obtain the release and discharge of any such lien or claim, then the *Owner* may, but shall not be obliged to, discharge, release or otherwise deal with the lien or claim, and the *Contractor* shall pay any and all costs and expenses incurred by the *Owner* in so releasing, discharging or otherwise dealing with the claim or lien, including legal fees on a solicitor and own client (indemnity) basis. Any amounts so paid by the *Owner* may be deducted from any amounts due the *Contractor* whether under this *Contract* or otherwise.

GC 26 – REPRESENTATIONS AND WARRANTIES

26.1 The *Contractor* represents and warrants that:

26.1.1 prior to commencing the *Work*, the *Contractor* will deliver to the *Owner* or to the *Owner's Representative* duly executed copies of the *Performance Bond* and the *Labour and Material Payment Bond*, the terms of which will be satisfactory to the *Owner* and satisfy at minimum, the requirements communicated by the *Owner* to the *Contractor* in the competitive bidding documents or otherwise;

26.1.2 all *Work* performed by the *Contractor* or any of its *Subcontractors* shall:

- (a) comply with the *Contract Documents* and the instructions of the *Owner*;
- (b) be performed in a safe and environmentally sound manner in compliance with applicable *Law*; and
- (c) be performed in accordance with all time schedules set out in or called for by the *Contract Documents*; and

26.1.3 all materials and equipment furnished by the *Contractor*, *Subcontractors* or *Suppliers* shall:

- (a) meet the specifications in the *Contract Documents* if so specified, and if not specified then be of the quality best suited for the required operating conditions and intended use and purpose of the materials and services and of sufficient size and capacity for the *Work*; and
- (b) be safe and environmentally sound.

26.2 The *Contractor* warrants that, for a period of 2 years (or such other time as provided in the *Contract Documents*) from the date of the *Final Completion Notice*, the *Work* is and shall be free from any and all defects and deficiencies in workmanship performed and materials and equipment supplied by the *Contractor*, its *Subcontractors* or *Suppliers*.

26.3 EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS CONTRACT, THE CONTRACTOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE WORK OR ANY MATERIALS PROVIDED IN CONNECTION THEREWITH. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

26.4 During the *Warranty Period*, the *Contractor* shall promptly repair, replace and make good all defects in the *Work* and correct all deficiencies, errors, omissions and mistakes with respect to the *Work* (or any component system) at its own cost by re-performing the *Work* or repairing or replacing any materials or equipment, if any, which do not comply with the *Contract*. The *Contractor* shall do so in a manner that minimizes disruptions to the *Owner's* continued operations. Notwithstanding the foregoing, the *Owner* may, in the case of emergency or the failure of the *Contractor* to perform the requested warranty work in a timely manner, make or cause to be made the necessary corrections, repairs or replacements and charge the cost of the same to the *Contractor* provided that where practical, the *Owner* shall provide the *Contractor* with the opportunity to make the necessary corrections, repairs or replacements.

26.5 The *Contractor* shall immediately advise the *Owner's Representative* of any defects in workmanship, materials or equipment and of all deficiencies, errors, omissions or mistakes in the *Work* that it discovers or becomes aware of during the *Contract Time* and *Warranty Period*.

26.6 The *Warranty* given hereby shall apply to the re-performance of any *Work* or the repair or replacement of materials or equipment pursuant to GC 26.4, and the *Warranty Period* shall again run from the time of the completion of the work performed under *Warranty*.

26.7 If this *Contract* or any part of the *Work* is terminated pursuant to GC 22, then this GC 26 shall survive such termination, and the *Warranty Period* with respect to completed *Work* shall commence upon the effective date of termination.

GC 27 - LIABILITY & INDEMNIFICATION

27.1 The *Contractor* shall be liable to the *Owner*, its officers, directors, employees, consultants and agents for all losses, damages and expenses whatsoever which they or any of them may incur and in addition shall indemnify and hold harmless, the *Owner*, its officers, directors, employees, consultants and agents from and against all proceedings, claims, losses, damages and expenses whatsoever, including solicitor and own client (indemnity) costs, which may be brought against or incurred by the *Owner*, or any of its officers, directors, employees, consultants and agents, as a result of claims, demands, actions or proceedings made or taken by persons not party to this *Contract* for:

27.1.1 any acts or omissions in connection with the performance, purported performance or non-performance of this *Contract* or of the *Work* by the *Contractor*, *Subcontractors*, *Suppliers* or their respective employees or agents; or

27.1.2 any acts or omissions of the *Owner*, *Other Contractors* or their respective employees or agents, or in connection with such acts or omissions, while acting under the direction and control of the *Contractor*, *Subcontractors*, *Suppliers* or their respective employees or agents.

27.2 Subject to GC 27.4, the *Contractor* shall be liable to and shall indemnify the *Owner* for all losses, damages and expenses on account of:

27.2.1 all physical damage caused by the *Contractor*, its *Subcontractors* or *Suppliers* or their respective employees or agents to property of the *Owner* or *Other Contractors*, or property under the care, custody or control of the *Owner* or *Other Contractors*; and

27.2.2 the cost to repair or make good any and all damage to roads, bridges, railroads, highways, land adjacent to the *Owner's Site* or facilities or equipment relating thereto caused by or resulting from the actions howsoever of the *Contractor*, its *Subcontractors* or *Suppliers*, or their respective employees or agents.

27.3 The *Owner* shall indemnify and hold harmless, including indemnity for legal costs on a solicitor and own client (indemnity) basis, the *Contractor*, its *Subcontractors*, *Suppliers*, and their respective officers, directors, employees, consultants and agents from and against all claims, demands, actions and proceedings made or taken by persons not parties to this *Contract* and which arise on account of and are attributable to the *Owner's* obligations hereunder.

27.4 Intentionally Deleted.

27.5 Notwithstanding anything else in this *Contract*, none of the *Owner*, the *Contractor*, *Subcontractors* or *Suppliers* of the *Contractor* or any of their respective officers, directors, employees, consultants and agents shall be liable to any party, or anyone claiming through or under a party, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis, for:

27.5.1 special or consequential loss or damage;

27.5.2 loss of use, whether complete or partial, of the *Work* or existing equipment or facilities of the *Owner*, the *Contractor*, *Subcontractors*, *Suppliers* or third parties;

27.5.3 loss of product;

27.5.4 loss of revenue, overhead or profit; or

27.5.5 loss of any contract that may be suffered by a party.

27.6 The indemnities provided in this GC 27 shall not:

27.6.1 extend to any proceedings, claims, losses, damages or expenses to the extent that there is insurance in place to respond to any such proceedings, claims, losses, damages or expenses and recovery is actually effected under such insurance; or

27.6.2 result in any party being entitled to receive indemnification for proceedings, claims, losses, damages or expenses in respect of which the party is explicitly compensated pursuant to a payment required under any other provision of this *Contract*.

27.7 Any party receiving or becoming aware of any proceedings, claims, losses, damages or expenses for which it appears that such party or its officers, directors, employees, consultants or agents may become entitled to indemnification pursuant to this GC 27 shall, as soon as reasonably practicable, and in any event within 30 days of receiving or becoming aware of the proceedings, claims, losses, damages or expenses, give notice to the other party. Such notice shall specify with reasonable particularity, to the extent known, the factual basis for the proceedings, claims, losses, damages or expenses and the amount thereof.

GC 28 - INSURANCE

28.1 Without in any way limiting the liability of the *Contractor* or its obligation to indemnify the *Owner* under this *Contract*, the *Contractor* shall obtain and maintain in full force and effect during the term of the *Contract* and for any extended period provided for in the *Contract Documents*, the following insurance with an insurer licensed to carry on business in the Province of British Columbia:

28.1.1 comprehensive general liability insurance on an occurrence basis in an amount of not less than \$5,000,000.00 per occurrence for bodily injury including death and/or property damage which shall be endorsed to include the following:

- (a) blanket contractual liability (including this *Contract*);
- (b) non-owned automobiles;
- (c) personal injury;
- (d) products and completed operations;
- (e) excavation, collapse, shoring and underpinning and pile driving;

- (f) broad form property damage and loss of use;
 - (g) employees as additional insured;
 - (h) cross liability;
 - (i) employers or contingent employers liability;
 - (j) *the Owner* as additional insured with respect to the *Contractor's* operations; and
 - (k) *City of White Rock* as additional insured with respect to the *Contractor's* operations.
- 28.1.2 standard owned automobile liability insurance covering all licensed motor vehicles used in connection with the *Work* of not less than \$5,000,000 per occurrence for bodily injury including death and/or property damage;
- 28.1.3 *Contractor's* equipment insurance covering equipment and tools owned or leased for the full replacement cost of such equipment on an "all risks" basis;
- 28.1.4 *Contractor's* pollution liability coverage in an amount not less than Two Million (\$2,000,000.00) dollars per claim for bodily injury and property damage, which shall include loss of use, cleanup costs and natural resources damage;
- 28.1.5 installation floater for the total replacement value of the project including testing, commissioning and mechanical breakdown.
- 28.2 All insurance policy or policies required to be held by the *Contractor* under this GC 28:
- 28.2.1 must be endorsed to provide the *Owner* with 30 days prior written notice of cancellation or non-renewal;
- 28.2.2 must be placed with insurers which are licensed to provide insurance in the Province of British Columbia with an A.M. Best rating of no less than A-;
- 28.2.3 must be primary and not contributory with, or in excess of, any other insurance carried by the *Owner*;
- 28.2.4 must hold the *Owner* harmless and contain a waiver of subrogation in favour of the *Owner* and its Affiliates with respect to losses arising in connection with this Contract except for any policy which an insurer cannot provide a waiver of subrogation under any applicable law; and
- 28.3 Prior to undertaking performance of the *Work*, and within two weeks of any renewal date of insurance required to be maintained hereunder, the *Contractor* shall deliver to the *Owner* satisfactory evidence of insurance in the form of certificates of insurance executed by an authorized representative of the insurer(s) or alternatively, certified copies of the insurance policies.
- 28.4 The *Contractor* shall ensure all of its *Subcontractors* also comply with the requirements of this GC 28.
- 28.5 The *Contractor* shall be responsible for payment of all premiums and deductible amounts relating to the insurance policies.
- 28.6 The provision of the foregoing insurance or any insurance by the *Contractor* shall not limit or release the *Contractor* from any liability or obligations under the *Contract*.
- 28.7 The *Owner* and the *Contractor* agree and the *Contractor* shall ensure that its *Subcontractors* agree that the insurer has the right to make such investigation, negotiation and settlement of any claim or suit relating to the policy or policies of insurance discussed in this GC 28 as may be deemed expedient by the insurer.

GC 29 - INDEPENDENT CONTRACTOR

- 29.1 For the purposes of this *Contract* and the *Work*, the *Contractor* shall be an independent contractor and not the agent or employee of the *Owner*. Accordingly, all persons employed or retained by the

Contractor in connection with the performance of its obligations hereunder shall be its employees or those of its *Subcontractors* or *Suppliers*, as the case may be, and not the employee or agent of the *Owner* in any respect.

29.2 The *Contractor* shall have no authority whatsoever to make any statement, representation or commitment of any kind or to take any action which may be binding on the *Owner*, except as may be expressly provided for herein, or as expressly authorized in writing by the *Owner*.

GC 30 - SUBCONTRACTS & ASSIGNMENTS OF CONTRACT

30.1 The *Contractor* shall provide notice to the *Owner* of its intention to subcontract the performance of any *Work* or the supply of equipment and materials and of the intended *Subcontractor* or *Supplier* before entering into any subcontract. The *Owner* may for reasonable cause object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to obtain another *Subcontractor* or *Supplier*. Any reviews or approvals by the *Owner* pursuant to the provisions of this GC 30 or elsewhere in this *Contract* shall not release or relieve the *Contractor* of any of its obligations under this *Contract* or create any contractual relations between the *Owner* and any *Subcontractor* or *Supplier*. The *Contractor* shall require any *Subcontractor* or *Supplier* to agree to be bound by these *General Conditions* and Schedule "A" to abide by the *Owner's* requirements for safety and loss management.

30.2 Prior to the *Commencement Date*, the *Contractor* shall provide the *Owner's Representative* with a list of the names and addresses of all *Subcontractors*, *Suppliers* and others who have performed or shall perform any of the *Work*. The *Contractor* shall provide the *Owner's Representative* with any proposed changes to this list during the *Contract Time*. The *Contractor* shall, upon the request of the *Owner*, assign to the *Owner* all warranties provided by *Subcontractors* and *Suppliers*.

30.3 The *Contractor* shall be fully responsible for any part of the *Work* performed by *Subcontractors* or *Suppliers* and for the acts or omissions of *Subcontractors* and *Suppliers* and all persons either directly or indirectly employed by them, to the same extent as the *Contractor* is for its own acts or omissions. Without in any way limiting the *Contractor's* obligations pursuant to the provisions of this GC 30 or elsewhere under this *Contract*, the *Contractor* shall secure compliance with and enforce, at its own expense, for the benefit of the *Owner*, each of the contracts concluded by the *Contractor* with *Subcontractors* and *Suppliers*.

30.4 The *Contractor* shall not assign this *Contract* or any part thereof without the prior approval of the *Owner*. The *Owner* may assign this *Contract*, including all rights and obligations hereunder, at any time without the prior agreement of the *Contractor*, provided that the assignee is an *Affiliate* of the *Owner*, the City of White Rock, or an *Affiliate* of the City of White Rock, and the assignee agrees to be bound by this *Contract*.

30.5 The *Contractor* shall enforce the warranty obligations of its *Subcontractors* and *Suppliers*. All contracts between the *Contractor* and its *Subcontractors* and *Suppliers* shall provide that warranties given by the *Subcontractor* or *Supplier* shall be given to both the *Contractor* and the *Owner* and the warranties may be enforced by either the *Contractor* or the *Owner*.

30.6 The *Contractor* shall request and use its best efforts to obtain for the benefit of the *Owner* the best warranties and guarantees that it is possible to secure from its *Subcontractors* and *Suppliers* and, as a minimum, shall obtain and provide to the *Owner* the warranties required by the *Contract Documents*. The *Contractor* shall do all things and provide all assistance reasonably necessary to enable the *Owner* to enforce warranties and guarantees provided by its *Subcontractors* and *Suppliers*.

GC 31 - DISPUTE RESOLUTION

31.1 In the event of disagreement between the parties as to the performance of the *Work* or the interpretation, application or administration of the *Contract Documents*, the *Contractor* shall perform the *Work* as directed by the *Owner's Representative*. All differences between the parties not resolved by the

decision of the *Owner's Representative* and all disputes and claims of either party arising out of the *Contract* and its performance shall be settled in accordance with this GC 31.

31.2 The parties shall make all reasonable efforts to resolve all disputes and claims by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If resolution to a dispute or claim is not obtained within 10 *Work Days* from notification of the dispute by either party, then following 10 *Work Days* a written notice from one party to the other, a senior officer or representative will be appointed by each party and will meet to attempt to resolve the dispute and will record any resolution in writing.

31.3 If a dispute or claim cannot be resolved in accordance with GC 31.2, either party shall be entitled by notice to the other to call for the appointment of a *Project Mediator*, in which case the parties shall within 10 *Work Days* thereafter jointly nominate a *Project Mediator*. If the parties do not agree on the appointment of a *Project Mediator*, then either party may request the Chair of the British Columbia International Commercial Arbitration Centre to appoint a *Project Mediator*, who when so appointed shall be deemed acceptable to the parties and to have been appointed by them.

31.4 The parties shall submit in writing their dispute to the *Project Mediator*, and afford to the *Project Mediator* access to all records, documents and information the *Project Mediator* may request. The parties shall meet with the *Project Mediator* at such reasonable times as may be required and shall, through the intervention of the *Project Mediator*, negotiate in good faith to resolve their dispute. All proceedings involving a *Project Mediator* are agreed to be without prejudice, and the cost of the *Project Mediator* shall be shared equally between the parties.

31.5 If the dispute has not been resolved within 90 days after the appointment of the *Project Mediator* either party may by notice to the other withdraw from the mediation process.

31.6 All disputes, claims and differences not settled as herein provided arising out of or in connection with the *Contract* or in respect of any defined legal relationship associated with it or derived from it, shall be referred to and finally resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) or the *International Commercial Arbitration Act* (British Columbia), as applicable. The arbitral tribunal shall be composed of one arbitrator where the subject of the dispute, claim or difference relates primarily to whether work required to be performed is within the scope of the *Work* or whether the *Contractor* has met the required specifications of the *Contract*, and provided that the *Work* has not yet been completed when the matter is referred to arbitration. In all other cases the arbitral tribunal shall be composed of 3 arbitrators, one appointed by each party who shall select the third who shall act as chair.

GC 32 - CONFLICT OF INTEREST

32.1 The *Contractor* shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the *Owner's* best interests. This obligation shall apply to the activities of the *Contractor*, *Subcontractors* and *Suppliers* and their respective employees and agents, in their relations or dealings with the employees of the *Owner* and their families, and other third parties, arising from this *Contract* or the performance of the *Work*. The efforts made by the *Contractor* in this regard shall include establishing reasonable precautions to prevent its employees or agents from offering or providing entertainment, gifts, loans, payments or other considerations to the *Owner's* employees, consultants and agents or their family members.

GC 33 - AUDIT ACCESS

33.1 The *Contractor* shall keep and preserve the *Records* during the *Contract Time* and for a period of 4 years thereafter.

33.2 For the purposes of determining the *Contractor's* compliance with all of the terms of this *Contract* and for verification of all *Work* performed and all reimbursable costs and other charges payable

under this *Contract*, including claims and suspension or termination charges, the *Contractor* shall permit authorized representatives of the *Owner* to review the *Records*, at all reasonable times during the *Contract Time*, and for a period of four years thereafter. The provisions of this GC 33.2 pertain only to the determination of the *Contractor's* compliance with the *Contract* and with verification of reimbursable costs and charges payable under this *Contract* and do not apply to any fixed price portion of the *Contract*.

GC 34 - REPRESENTATIVES & NOTICES

34.1 Any and all of the *Owner's* approvals are required to be in writing and to be given by the *Owner's Representative*.

34.2 The *Owner's Representative* has the authority to bind the *Owner* on all matters relating to the *Work* and the *Contract*, and all communications to or with the *Owner's Representative* shall be deemed to be communications to or with the *Owner*.

34.3 The *Contractor* shall not change the *Contractor's Representative*, except with the prior approval of the *Owner*. The *Contractor's Representative* has the authority to bind the *Contractor* on all matters relating to the *Work* and the *Contract*, and all communications to or with the *Contractor's Representative* shall be deemed to be communications to or with the *Contractor*.

34.4 Unless otherwise specifically indicated in this *Contract*, all notices, approvals, consents, authorizations and other communications required or permitted pursuant to this *Contract* shall be in writing and shall be delivered personally to the *Contractor's Representative* or the *Owner's Representative*, as the case may be, faxed or electronically transmitted, where such electronic transmission meets the minimum requirements set forth in any legislation governing the electronic transmission of documents pursuant to this *Contract*, to the other party at the addresses shown below:

the Contractor:

Graham Infrastructure LP
7216 Brown Street
Delta, British Columbia V4G 1G8

Attention: Tony McCadden, Operations Manager
Fax: 604-940-4502
Email: tonym@graham.ca

the Owner:

EPCOR White Rock Water Inc.
Suite 203, 15261 Russell Avenue
White Rock, British Columbia V4B 2P7
Attention: Kris Sundberg
Fax: (604) 536-3412
Email: ksundberg@epcor.com

34.5 Either party may change its address or fax number for notice by providing the other party with 10 days notice.

34.6 In addition to the foregoing, the parties agree that the *Contractor's* email address for notice may also be provided on Purchase Orders issued by the *Owner* with respect to the *Work*. Should there be an inconsistency between the *Contractor's* email address on the Purchase Order and the one set out in GC 34.4, the email address in the Purchase Order will be deemed to have replaced the email address provided in GC 34.4 and such email address will be the only email address for notice for the *Contractor* under the *Contract*. In the event there are inconsistencies between Purchase Orders, the email address on the most recent Purchase Order will be the *Contractor's* email address for the purposes of this GC 34.

GC 35 - GENERAL

35.1 No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

35.2 No waiver of any right, power or privilege by a party shall limit or affect that party's rights with respect to any breach of this *Contract* by the other party.

35.3 Each of the parties hereto shall execute such further documents and give such further assurances as are required to give effect to this *Contract*.

35.4 If a court of competent jurisdiction determines that any provision of this *Contract* is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this *Contract*.

35.5 All of the covenants and agreements herein contained on the part of either party shall apply to, enure to the benefit of and be binding upon their respective legal representatives, successors and assigns.

35.6 Each of the parties hereby represents and warrants that it has the power and authority to carry on its business and to enter into this *Contract* and to perform all of its obligations hereunder.

35.7 This *Contract* constitutes the entire agreement between the parties with respect to the *Work* and supersedes all previous communications, representations, warranties and agreements, either written or verbal.

35.8 Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa and words importing gender shall include the masculine, feminine and neuter genders.

35.9 The terms "herein", "hereunder", "hereto" and similar expressions refer to this *Contract*, and not to any particular GC or paragraph of this *Contract*.

35.10 All references in this *Contract* or any schedule thereto to "GCs", "sections", "paragraphs", "clauses" and "subclauses" or to other designated subdivisions are to the designated subdivisions of this *Contract* or the applicable schedule, as the case may be.

35.11 Where reference is made to a "schedule", the reference is to a schedule of this *Contract* and all schedules shall be deemed to be a part hereof.

35.12 Where reference is made to a "day", "week", "month" or "year", the reference is to a calendar day, week, month or year, unless the context indicates otherwise.

35.13 The headings and sub-headings of GC's contained herein are used for convenience and ease of reference only and in no way define, limit, describe or interpret the scope or intent of this *Contract* or any of its provisions.

35.14 The word "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

35.15 Any terms, covenants, provisions or conditions of this *Contract* which expressly or by their nature survive the termination of this *Contract*, including GC 16, GC 17, GC 18, GC 22, GC 26, GC 27 and GC 33 shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire.

35.16 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the same.

35.17 If the time for performing an obligation under this *Contract* expires on a day that is not a *Work Day*, the time shall, unless specifically indicated to the contrary, be extended until that time on the next *Work Day*.

35.18 This *Contract* shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the parties attorn to the jurisdiction of the Courts of the Province of British Columbia.

35.19 This *Contract* shall be executed by the parties, or their representatives, in person with original signatures. Subsequent *Contract Documents* may be executed by the parties, or their representatives, and such execution may be by way of facsimile or electronic transfer.

IN WITNESS WHEREOF the parties have duly executed this *Contract* as of the date on the first page of this *Contract*.

Graham Infrastructure LP

EPCOR White Rock Water Inc.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE “A”

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ARTICLE 1 - GENERAL

1.1 Part of Contract Documents

This is Schedule "A" - Scope of Work referred to in the Goods and Services Contract made as of October 28, 2015.

1.2 Definitions

Capitalized terms used and not defined in this Schedule will have the same meaning as given in the main body of the Contract or any other Schedule or document which forms part of the Contract Documents.

ARTICLE 2 - DESCRIPTION OF THE WORK

2.1 General Description

The Work involves upgrades to the White Rock water system at the EPCOR-owned Merklin facility in the City of White Rock, British Columbia. The Work includes demolition of the existing High Tower Reservoir and construction of a new reservoir and pump station facility.

The Contractor will furnish all materials, products, labour, equipment and transportation necessary to complete the Work.

2.2 Detailed Description

The Work includes the following items.

- Application to City of White Rock for permits
- Demolition of the existing high reservoir
 - 30' post tensioned concrete standpipe reservoir
- Construction of a new concrete reservoir
 - Two cells, 1.55 ML storage capacity
- Construction of a new two level booster pump station building
 - Equipment and instrumentation
 - Sodium hypochlorite room
 - Genset room
 - Pump room
- Construction of civil site services
 - New sanitary sewer
 - Upgraded access and parking area
 - Storm sewer upgrades and additions
 - Water main piping upgrades and additions
 - Power and communications upgrades and additions

The Contractor shall be responsible for the performance, co-ordination and completion of the Work, which consists of different types of work, specified in the Specifications.

Refer to the Contract Documents (Specifications and Drawings) for complete details of the Work.

2.3 Specifications and Drawings

The specifications that apply to the Work and the standards that apply to the Work together with references to codes, and other documents including, without limitation, the Owner's drawings applicable to the Work are in Schedule "D" - Attachments (the "Specifications" and "Drawings", respectively). The Work shall comply with the Specifications and Drawings.

2.4 Completeness and Intent

The Work called for in the Specifications shall be complete in every detail and shall conform to the details set out in the Specifications. The Work includes provision by the Contractor of all materials, labour, and equipment required for the supply, delivery, installation and commissioning of the Work and includes the supply of any materials not specifically mentioned, but which are necessary or incidental to complete or perfect any portion of the Work in order to comply with the Specifications. In addition, the Work includes the furnishing of the specialized tools, equipment, materials, testing devices, and supervision of the labour required to complete the Work.

Any equipment or feature not specifically mentioned in the Specifications, but which is required for safe, efficient, reliable and convenient operation and maintenance of the Work, shall be deemed to have been a requirement and shall be furnished and described in detail by the Contractor. The Contractor acknowledges and agrees that any Work not explicitly called for in the Contract Documents but required for the safe, efficient, reliable and convenient operation and maintenance of the Work shall be provided by the Contractor at no extra cost to the Owner. For greater clarity, the Contractor acknowledges and agrees that the cost of any such items is included in the Contract Price.

2.5 Location and Description

The *Work Site* is located at the existing Merklin reservoir and pump station facility owned by EPCOR.

The Merklin facility site address is 15334 North Bluff Road, White Rock, BC.

The legal property description is Lot D, Section 11, Township 1, New Westminster District Plan 24118.

The site is 3175 m² (0.80 acre) area surrounded by the following landmarks;

North of Site

- North Bluff Road
- #15333 North Bluff Road (commercial building opposite North Bluff Road in Surrey)
- #15350 North Bluff Road (4 story apartment building opposite North Bluff Road in Surrey)

East of Site

- Merklin Street
- #1575-76 Merklin Street (4 story apartment building opposite Merklin Street.)

South of Site

- #1531 Merklin Street (3 story apartment building)

West of Site

- #15318 North Bluff Road (3 story apartment building)
- #1558 Fir Street (3 story apartment building)

The site can only be accessed directly off Merklin Street. There is no access from North Bluff Road.

2.6 Climate

The Contractor acknowledges and agrees that it is responsible to familiarize itself with the weather and climate patterns expected at the Work Sites during the Contract Time.

Sources for climate information, including information relating to temperature, wind and precipitation, include Government of Canada Climate Data (<http://climate.weather.gc.ca>) and The Weather Network Historical Weather Data (<http://theweathernet.com/weather/historical-weather/list/caab/all>).

ARTICLE 3 - CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1 City of White Rock Permits

The Contractor is solely responsible for the coordination, submission, fees, and bond and security deposits associated with the City of White Rock permits and/or approvals and associated supporting documents, including but not limited to:

- Road & Right of Way Construction or Alteration (fee \$500, deposit \$2500);
- Road & Right of Way Use (fee \$200); and
- Demolition Permit (fee \$500, deposit \$5,000).

As a prerequisite to obtaining City permits, the Contractor is required to provide supporting documents, including but not limited to:

- A City of White Rock business license;
- Traffic Management Plan/s; and
- Construction Management Plan (CMP).

The CMP for submission to the City shall consolidate many of the reporting and submission items required by the Owner and the City under one cover. The CMP shall include, but not be limited to the following contents:

- Contact List (Prime Contractor, Sub Contractors, Owner, Consultant, City);
- Site Management Plan (showing how the site will be utilized for various stages of construction, site access and gate, location of temporary facilities, trailers etc.);
- Traffic Management Plan/s (for all stages of construction and/or road usage);
- Site Safety Requirements;
- Quality Management Plan;
- Erosion and Sediment Control Plan;
- Geotechnical Assessment (temporary slopes, excavation cross section/s); and
- Construction Schedule.

Samples of the City of White Rock permits and application checklists are provided in Schedule "D" for reference. It is the responsibility for the Contractor to confirm with the City the exact permit and/or approval requirements, supporting documents, fees and timeframe for issuance to allow construction startup to meet the Milestone Date for mobilization.

3.2 Planning, Scheduling and Coordination

The Contractor is solely responsible for planning, scheduling and coordination of the Work. Refer to the Specifications - Section 01310 for additional scheduling requirements.

The Contractor shall provide the Owner with the drawings and information submissions specified in Table I by the applicable dates. The Contractor will provide the drawings and information submissions in the form approved by the Owner's Representative.

Planning

The Contractor shall:

- co-operate with and update the Owner's Representative in the planning and coordination of the Work with respect to Other Contractors and agencies;
- include in its planning for the execution of extra work resulting from minor unforeseen circumstances normally expected with similar work;
- co-operate with the Owner to continue with Work on other or adjacent activities resulting from unforeseen circumstances or delays without making claims for schedule delay costs;
- bind all its Subcontractors and Suppliers to use and follow the Work Schedule (no claims against the Owner will be entertained that arise out of their failure to do so); and
- provide the Owner's Representative not less than twenty-four (24) hours' notice of all upcoming hold points and testing that must be witnessed by the Owner.

Work Schedule

The Contractor will provide the Owner's Representative with a Work Schedule detailing the sequence in which the Contractor intends to perform the Work. The Contractor will schedule the Work in order to achieve the Milestone Dates in the table in section 5.2.

The Work Schedule shall be in MS Project or similar format and shall be consistent with the Milestone Dates and include:

- all Work activities, links between activities and all hold points for inspection and test points;
- start and completion dates for all separate portions of the Work with activity duration in days;
- manpower forecasts by trade or discipline;
- Milestone Dates that may include delivery dates for key materials and equipment procurement;
- completion dates for phases or categories of Work as may be applicable;
- critical path activities; and
- other relevant data and information.

The Work Schedule may require changes prior to its being accepted by the Owner. Acceptance by the Owner's Representative of the Work Schedule will not be deemed to relieve the Contractor of any of its duties and responsibilities under the terms of the Contract.

The Contractor shall perform all activities required for the execution of the Work in accordance with the sequence and times shown on the accepted Work Schedule (or revised Work Schedule). No change will be made in the order in which the Work activities are being performed without the Owner's Representative's prior written approval to the revised Work Schedule.

The Work will be carried out in accordance with the Work Schedule and in a manner such that each part of the Work will be completed on or before the Milestone Dates or specified completion dates.

The Contractor will record and report progress of all elements of the Work by a method and format that is acceptable to the Owner's Representative.

Not less than once every week, and more frequently if the Owner's Representative will require, the Contractor will compare the actual progress to the Work Schedule and will submit such comparisons to the Owner's Representative for review. The Contractor will provide on request of the Owner, sufficient detailed backup information as is necessary to prove that the Contractor has sufficient resources to complete the Work on time.

If the Owner's Representative is of the opinion, and so states in writing to the Contractor, that the rate of progress of the Work is insufficient to enable the Work or any part of the Work to be completed within the times specified in Work Schedule, the Contractor will take whatever measures as the Owner's Representative may, in his sole discretion, acting reasonably, specify to expedite the progress of the Work.

Work Schedule Updates

The Contractor shall:

- provide its labour force loading for such Work before starting Work at the Work Site, but no later than two (2) weeks after the Commencement Date;
- not revise or change the Work Schedule without the prior written consent of the Owner's Representative;
- provide schedule updates at project meetings (weekly, bi-weekly or monthly, as specified by the Owner's Representative) tracking progress against the Work Schedule;
- record the actual progress of the Work on the Work Schedule; and
- provide updated Work Schedule within five work days when requested by the Owner.

Monthly Construction Progress Report

Once each month, or at other reasonable times as required by the Owner, but in any event prior to submission of an invoice for the Work performed, the Contractor will present a written report of progress of the Work to the Owner for review. At minimum, the contents of the report shall:

- (a) provide a high level summary of the status of the Work;
- (b) identify significant changes and/or unexpected changes from the previous reporting period;
- (c) identify if new risks were identified or if any risks occurred;
- (d) provide financial updates for project status as percent completed;
- (e) provide and update monthly the cash flow forecast (for Work to be completed) and actuals (for Work completed), per month for the duration of the project;
- (f) comment on variation from Work Schedule, impacts on Work Schedule, and action plan to recover time (if any);
- (g) summarize planned Work versus Work completed for the reporting period; and
- (h) identify planned Work for next reporting period.

The cash flow forecast shall reflect the Work to be complete on a monthly basis as shown in the Work Schedule. The cash flow forecast shall be updated monthly, as necessary, to reflect the Work Schedule.

Master Schedule

If the Work relates to or must be planned in conjunction with that of other work by the Owner or Other Contractors or as part of a larger project, the Owner may develop a master schedule. The Contractor will be advised if the Work will become part of a master schedule.

When accepted by the Owner's Representative, the Work Schedule will be incorporated in part or in total into the Owner's master schedule.

The Owner's Representative will coordinate interfacing between the Contractor and work performed by Other Contractors to ensure that the Work remains on schedule. The Contractor will be required to attend periodic meetings for this purpose. The Owner's Representative will also oversee the Owner's master schedule. The Contractor will be required to cooperate with and assist the Owner's Representative in the execution of his duties.

Due to the integration of all contractors' schedules, including the Work Schedule, into the Owner's master schedule, and applying up-to-date information, changes may become necessary to the Work Schedule. The Owner's Representative will notify the Contractor of such changes and the Contractor will utilize its best efforts to accommodate such changes.

3.3 Work Site Access

The delivery of abnormally large or heavy pieces of equipment to the Work Sites will not be made without prior arrangements being made with the Owner. The Contractor will notify the Owner's Work Site office of the proposed shipping details.

The Contractor will be responsible to ensure that the appropriate approvals are received from the Municipal and Provincial governments and that the appropriate precautions, by way of bridge reinforcing, etc., are taken before such delivery is made.

The Contractor shall comply with all municipal designated truck routes. Vehicles exceeding specified GVW's are prohibited from travel on some roads. The City of White Rock truck route map can be found at <http://www.whiterockcity.ca/EN/main/community/city-maps.html>. The Contractor should familiarize itself with the surrounding neighbourhood road patterns and grades as some roads have significant grades and prohibit travel to some vehicles.

No overnight camping will be permitted on Work Site or in any of the parking facilities.

Mobilization at the Work Sites includes, without limitation:

- (a) transportation of the Contractor's equipment, forces and infrastructure to the Work Site;
- (b) transportation of Contractor support facilities such as field office, storage facilities, and associated amenities to the Work Site;
- (c) supply of temporary power, gas, and sanitary facilities as determined by the Contractor;
- (d) transportation of labour, tools and equipment to the Work Site;
- (e) setting up temporary facilities, security fencing and all preparations necessary for performing the Work.

Demobilization includes, without limitation, removal of all materials and equipment and clean up of the Work Site upon completion of the Work.

Receiving and offloading of the Contractor's materials at the Work Site will be the Contractor's responsibility.

The Contractor will not have exclusive use of the Work Site during the Contract Time. The Contractor acknowledges and agrees that the performance of Work requires cooperation and coordination with Other Contractors and Owner personnel involved with other work at the Work Site.

Refer to the Specifications - Section 01500 for additional information.

Merklin Site

Construction vehicle access is limited to Merklin Street. Residential parking is permitted on both sides of the road. Road use and road closure permits will be required from the City of White Rock; the Contractor is responsible for the coordination and payment of these permits.

The Owner will provide limited parking and laydown areas on the Owner's property at the Merklin Site for the Contractor's use for the Contract Time. Owner access to the existing pump building, low reservoir, wells and buried piping must be maintained at all times.

The Contractor shall be responsible for all costs to maintain and provide security fencing for the site for the duration of usage. The Contractor shall be responsible for all costs to restore the areas used for construction laydown, storage or other temporary facilities at the completion of the project to original or better condition.

Additional vehicle parking is available on Merklin Street, and adjacent streets. There is public transportation close to the Work Site.

Other Construction Activities

Other construction activities may take place adjacent to or on the Work Site. The Contractor shall co-operate with the Owner. The Contractor may be required to schedule its Work to accommodate the activities of the Owner.

3.4 Contractor's Working Area

Certain designated areas of the Work Sites will be made available to the Contractor for its use during the execution of the Work. The Contractor's employees will have access only to these areas of the Work Sites and are to stay clear of all other areas at the Owner's Sites. No other areas on the Work Site will be allowed to be used by the Contractor without the written consent of the Owner's Representative.

Within the boundaries of its working areas, the Contractor will, at its expense, set aside and prepare areas and provide buildings and other facilities necessary for the safe storage of materials and equipment and such areas and buildings and other facilities will be subject to the approval of the Owner's Representative. All materials used for construction, including stockpiled materials, will be stored within the designated laydown and stockpile areas. The Contractor will provide platforms or other suitable surfaces, if required, for the storage of materials. Materials subject to

deterioration from exposure to weather must be stored in weather tight storage sheds or containers having adequate capacity to enable the Work to proceed in accordance with the construction program. Supplies of gasoline, fuel oils, or other liquefied petroleum products, if stored in above-ground tanks of more than two thousand (2,000) liters capacity, will not be located within one hundred (100) meters of any structure and will be subject to the approval of the Owner's Representative.

The Owner will only allow the Contractor to erect its Work Site offices in the working area designated for that purpose.

The Contractor is responsible for arranging all requirements that are not supplied by the Owner as provided in Article 4.

The Contractor acknowledges and agrees that the areas in the Work Site where the Work is to be performed and the laydown areas have been identified to the Contractor.

3.5 Protection of Work Site

The Work to be constructed will form part of the Work Site. The Contractor will take all the necessary precautions to protect the adjacent transmission lines, substation, pipelines, and structures during their construction and when completed. Refer to the Specifications - Section 01105 (Protection of Existing Structures and Utilities).

The Contractor will further ensure that no work is carried out on any existing Owner equipment without first obtaining a safe work permit from the Owner. This safe work permit requirement is applicable when any Work is performed on existing Owner equipment on the Work Site.

3.6 Labour and Trade Unions

All labour employed by the Contractor in performing the Work will be subject to the working hours, rates and working conditions as prescribed in the labour laws of the Province of British Columbia.

The Contractor will inform the Owner of any current or impending labour negotiations in which the Contractor or any Subcontractor may be involved. All labour disputes involving the Contractor or any Subcontractor will forthwith be reported to the Owner and possible courses of action will be discussed with the Owner prior to any discussion between labour or trade representatives and the Contractor (or Subcontractor, if applicable).

3.7 Expediting

The Owner may employ expeditors to verify that the Contractor is ensuring a timely completion of the Work.

As requested by any such expeditor, the Contractor will provide information copies of schedules and purchase orders (unpriced) covering materials, components and engineering work and any other information necessary for the Owner's expeditor to determine whether production is being scheduled and is progressing in a logical fashion to meet delivery dates.

The Contractor will co-operate fully with the expeditors and will ensure that all Subcontractors also co-operate and make available upon request the same facilities.

3.8 Survey Cross Reference Points and Layout

The Contractor is responsible to establish site survey control for the purpose of locating reference points for grades and layout of the Work, and perform all survey layout required for the Work, and as built surveys for record information. The Contractor shall preserve the survey control markers or re-establish the markers for the duration of the Contract Time.

The Contractor shall provide survey benchmarks at the Work Sites to the Owner, as requested. The Owner may conduct independent location and grade checks. With respect to such location and grade checks, the Contractor shall co-operate and allow access to the Work.

ARTICLE 4 - OWNER'S RESPONSIBILITIES

4.1 City of White Rock Permits

The Owner will provide the coordination, preparation, submission, and pay fees associated with obtaining the Building Permit (BP) and the Tree Management Permit (TMP).

The Owner will provide the Arborist Report, the Coordinated Site Development Plan (CSDP) and post the tree security as per the TMP requirements.

The Owner will provide the Project Arborist for the duration of the project per the TMP requirement.

The Owner has completed a legal survey of the site. Refer to Schedule "D" Attachments of the contract documents for site legal plan.

4.2 Electrical Power

No electrical power connection will be provided by the Owner. The Contractor will be solely responsible for the coordination and agreement with BC Hydro or other approving authority for a temporary construction power connection.

A gas/diesel powered generator is not acceptable.

The Owner will not be responsible for loss of electrical power.

4.3 Natural Gas

No natural gas connection will be provided by the Owner.

4.4 Laydown Areas

The Owner will provide the Contractor with a designated laydown area at the Work Site or elsewhere for the storage of materials and equipment as provided in section 3.2.

4.5 Water Connection

The Owner will provide a small diameter water connection at the site. The Contractor acknowledges and agrees that it is solely responsible for determining the suitability of the water connection provided by the Owner.

If required, the Owner will provide all the materials necessary to complete the connection including:

- corporation stop;
- insulated water service box;
- curb stop;
- backflow preventer; and
- service tubing stub.

All other materials, labour and equipment and beyond the stub shall be provided by the Contractor at no cost. The connection shall be conducted under the supervision of the Owner.

The Contractor shall, at its cost, remove the temporary connection following completion of the Work and return Owner supplied materials to the Owner.

4.6 Additional Responsibilities

The Owner will provide the Contractor with documentation on the Work Site datum and survey control origin information. The Work Site datum will identify the horizontal co-ordinate system and the vertical elevation system. If requested by the Contract, the Owner will provide Drawing files in project datum to facilitate Contractor layout for site grading, utilities, facilities and other Work. All Work completed by the Contractor shall be conducted in the Work Site Datum.

Refer to the Specifications - Section 01500 (Construction Facilities).

ARTICLE 5 - HOURS OF WORK AND MILESTONE DATES

5.1 Hours of Work

Normal working hours for a Work Day for the performance of the Work at the Work Sites shall comply with applicable City of White Rock by-laws and regulations prescribed in the employment and labour laws of the Province of British Columbia.

If the Contractor wants to perform Work outside of the above noted hours, the Contractor shall obtain the prior written permission of the Owner's Representative.

In case of emergency, if the Contractor cannot, in the first instance, contact the Owner, the Contractor may enter the Work Site to stabilize the situation. As soon as practical, the Contractor shall follow up with the Owner with a written report which documents the nature of the incident and status.

5.2 Milestone Dates

The Milestone Dates referred to in GC 4.1 are as follows:

Milestone Dates	Commencement Date	Completion Date
Notice of Award		October 28, 2015
Contractor Mobilize to Work Site (start of Construction)	December 1, 2015	
Substantial Performance		October 31, 2016
Contractor Demob. from Site (end of Construction)		December 30, 2016
Final Completion Notice		December 30, 2016
Final Acceptance (post warranty period)		December 29, 2018

ARTICLE 6 - DOCUMENTS AND DRAWINGS

6.1 General

The Contractor shall submit the Contractor's Prepared Documents to the Owner by the applicable dates in Table I. The Contractor shall submit the Contractor's Prepared Documents in the quantities and the media form noted in Table I.

The Contractor will maintain a file of the current Contract Documents and Contractor's Prepared Documents at the Work Site, and at all times the Contractor will allow the Owner access to the documents. The Contractor's Prepared Documents are listed in Table I and include the drawings prepared by the Contractor.

6.2 Owner's Drawings

The Drawings will remain the property of the Owner. Four (4) hard copies plus one (1) hard copy for each Subcontractor, if requested, and an electronic file will be furnished to the Contractor. The Contractor will review and compare the list of all drawings identified in Schedule "D" with the drawings received by the Contractor and will notify the Owner immediately of any shortages, inconsistencies in drawing numbers, revisions and omissions and discrepancies in these drawings.

6.3 Contractor's Documents and Drawings

The Contractor's Prepared Documents shall adhere to the requirements in Appendix 1 to this Schedule "A". Contractor's Prepared Documents that are to be submitted electronically shall adhere to the requirements for electronic documents in Appendix 1.

The Contractor will submit all Contractor's Prepared Documents in sufficient time to allow for their review by the Owner without delaying the Work.

The following requirements apply to all Contractor's Prepared Documents:

- (a) engineering documents will be checked and initialed by the responsible designers and checkers prior to submission to the Owner;

- (b) all field measurements, field construction criteria, catalogue numbers and similar data must be correct prior to submission to the Owner; and
- (c) no Work which requires review of Contractor's Prepared Documents will be commenced, until the Owner has returned the Contractor's Prepared Documents with a review stamp and initials or signatures affixed, indicating the review has been completed.

Work performed by the Contractor prior to return of the Contractor's Prepared Documents which are to be reviewed by the Owner will be changed by the Contractor if the Owner's review of the drawings indicates changed requirements.

Up until the final drawing issue, the Contractor will furnish the Owner with the drawings specified in Table I including:

- (a) general arrangements, elevations, detailed piping schematics, electrical schematics, and process & instrumentation diagrams (P&ID) for all equipment supplied by the Contractor or Subcontractors;
- (b) fabrication shop drawings including piping spool drawings, structural steel shop drawings, concrete rebar placing drawings and bar bending schedules;
- (c) all drawings required from the Contractor listed in the specification; and
- (d) all other drawings required by the Owner to define the Contractor's scope of supply or extent of work.

6.4 Shop Drawings

At the discretion of the Owner, detailed shop drawings may be accepted "for information only", but the right is reserved to comment on and return for revision each and every drawing submitted. The Owner will return one (1) copy of each drawing to the Contractor, either "Reviewed", "Reviewed with Comments", or "Returned for Corrections". Drawings which have been returned "Reviewed" will be for general compliance with the Contract Documents. Generally, no changes to "Reviewed" drawings will be necessary, but the revision number for the final drawing issue will be changed anyway and "Final" used in the revision description. Drawings which have been returned to the Contractor "Reviewed with Comments" or "Returned for Corrections" or "Reviewed" or any drawings which have been changed will be resubmitted by the Contractor. No responsibility will be assumed by the Owner for correctness of design, dimensions or details.

The Contractor may proceed with the Work based on shop drawings which have been received from the Owner's Representative stamped "Reviewed" or "Reviewed with Comments".

The Owner will not be liable or responsible to pay for any materials purchased or work done prior to the drawings being assigned a "Reviewed" or a "Reviewed with Comments" status.

No permission given by the Owner to the Contractor to proceed with the Work will constitute acceptance or approval of Contractor's Prepared Documents, design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor, or relieve the Contractor of any obligation under the Contract.

ARTICLE 7 - CONNECTING WORK

7.1 Lines, Grades and Elevations

Wherever performance of the Work is dependent upon existing lines, grades, elevations or work performed by the Owner or Other Contractors (referred to in this Article as "Existing Work") and

before proceeding with the Work, ordering materials or preparing fabrication drawings, the Contractor will verify by all necessary means, including an inspection of the Work Site and of the equipment, materials and other items that are to be provided by the Owner or Other Contractors, that the Work is suitable for connection to the Existing Work.

Line, grade, material type, size and condition of Existing Work shall be confirmed by the Contractor prior to initiating Work to connect to the Existing Work. Field investigations (pot holing, test excavations, hydro vac excavation etc...) shall be conducted by the Contractor to definitively determine existing conditions.

Refer to the Specifications - Section 01105 (Protection of Existing Structures and Utilities).

7.2 Notification of Discrepancy or Defect

The Contractor will notify the Owner in writing, before proceeding with the Work, of any discrepancy or defect that would prevent, hinder or impair the connection of the Work to Existing Work. Failure to do so will be deemed as acceptance by the Contractor as to the suitability for connection between the Work and the Existing Work, and the Contractor will be responsible for the removal, repair, replacement or reconstruction of any part of the Work that does not meet the requirements of the Contract Documents, or any increased costs or delay occasioned as a result.

7.3 Connections and Integration

The Contractor will perform all cutting and fitting of the Work and of Existing Work that may be required to make all component parts fit together properly and to fit the Work to receive or be received by the Existing Work, as shown on or reasonably implied by the Drawings and Specifications. The Contractor will not cut, undercut or alter the Existing Work, including cutting, boring, removing or otherwise modifying or impairing the integrity of any structural or load-bearing member of the Owner's existing plant without the express prior written approval of the Owner's Representative.

7.4 Continuous Operation

Where the Contractor connects the Work to Existing Work, the Contractor will, to the extent necessary, preserve the safety, integrity, performance and continuous operation of the Owner's existing plant.

Refer to the Specifications – Section 01140 (Protection of Water Operations).

7.5 Tie-Ins and Connections

The Contractor will plan all connections and tie-ins to existing equipment. The Contractor will make the Owner aware of all Work requiring connection to existing equipment. Connections to existing equipment will require a written tie-in plan to be submitted by the Contractor to the Owner two (2) weeks prior to the scheduled tie-in. The tie-in plan must be approved by the Owner prior to starting any Work on existing equipment. The Owner will endeavour to provide the required down time when requested by the Contractor. The Work Sites are active plants and safe operation of the plant will take priority over any shutdowns required by the Contractor.

The Contractor shall identify all proposed scheduled tie-ins and connections necessary to complete the Work in the Work Schedule.

Refer to the Specifications – Section 01030 (Work Sequences and Tie-Ins) and Section 01040 (Coordination).

ARTICLE 8 - TESTING AND COMMISSIONING

8.1 Testing

The Contractor will perform pre-commissioning tests and commissioning tests on the Work to ensure that all components of the Work, at minimum, are designed, installed and tested and comply with the Specifications.

The Contractor will promptly provide the Owner with copies of all test results.

The Contractor will promptly process and distribute all required copies of test reports and test information and related instructions to all of its Subcontractors and Suppliers to ensure that all necessary repairs, replacements and retesting can proceed without delay.

Refer to the individual Sections in the Specifications for test results reporting requirements.

8.2 Re-performed Testing

If tests performed by the Owner upon a portion of the Work not previously tested by the Contractor identify a non-conformance to the requirements of the Contract, the Contractor has the option to either arrange an independent re-performance of the test or correct the non-conforming part of the Work and re-perform the test.

Where tests by either the Owner or the Contractor on products, materials or completed Work identify Work which does not meet the requirements of the Contract, the Contractor will submit details of proposed remedial work to the Owner for review and approval prior to the Contractor performing remedial work on the affected item. The Contractor will repair and replace products and materials, correct any deficiencies and re-perform all tests as may be necessary to ensure that the Work meets the requirements of the Contract.

The Contractor will submit the results of re-performed tests on the Work which fail to meet the requirements of the Contract to the Owner within a practical and reasonable time following the re-performed test.

8.3 Inspection Plan for the Work

Prior to the commencement date of the test, the Contractor will provide the Owner's Representative with a detailed inspection and test plan ("ITP") for the test. The Owner will provide the Contractor with written notice of any request to make alterations to the test plan.

Following receipt and review of the ITP, the Owner will advise the Contractor of hold points in the Work at which the Owner wishes to perform or witness tests or witness production or quality control activities performed by the Contractor or any Subcontractors or Suppliers ("Owner's Hold Points"). The Contractor will give reasonable, but in any event, not less than twenty four (24) hours, notice to the Owner of all tests to be conducted at the Owner's Hold Points and the Contractor will adhere to the requirement for the Owner's Hold Points unless specifically waived by the Owner's Representative.

The Contractor will ensure that all quality control activities, including testing and inspections at Owner's Hold Points which have been witnessed by the Owner, are recorded in the quality control file for that part of the Work, prior to the end of the same work shift in which the quality control activity occurred.

The Contractor will compile a quality control file or job file which will include the following, or so many thereof as may be applicable:

- (a) manufacturer's specification sheets;
- (b) manufacturer's data reports;
- (c) name plate tracing;
- (d) applicable purchase orders;
- (e) interpretation sheets and all other Non-Destructive Examination ("NDE") reports;
- (f) welder qualifications;
- (g) non-conformance reports;
- (h) drawings showing NDE, weld traceability points;
- (i) pressure test record & test gauge calibration sheets;
- (j) repair procedures;
- (k) completion of construction form & inspection release notices;
- (l) repair / alteration reports; and
- (m) As-Built Drawings.

The Contractor will provide the Owner with inspection release notices on the Work which has been inspected and accepted on or off the Work Site.

8.4 Completion of Work

As part of the acceptance criteria of the Work, the Contractor will submit a consolidated record of all quality control data, including the items in the table below and other documents specified or referenced in the said items, and submit the documents to the Owner's Representative.

Description	Required	Not Required
Certificates	✓	
Test Results	✓	
As-Built Drawings	✓	
O&M Manuals	✓	

ARTICLE 9 - SAMPLES AND MATERIALS AND EQUIPMENT

9.1 Samples

Where samples of materials to be incorporated into the Work are required, the Contractor will provide the Owner with the samples for review, not less than seven (7) Work Days prior to incorporation of the materials represented by the samples into the Work. All samples are subject to review by the Owner, and no materials represented by the samples will be incorporated into the Work without the Owner's review.

The Contractor will attach a label to each sample showing the Contractor's name, the Contract number, name of sample item, and as appropriate, the manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number.

Samples which have been reviewed by the Owner may, at the Owner's option, be retained by the Owner, or returned to the Contractor for incorporation into the Work.

9.2 Certificates for Materials and Equipment

Where certificates for materials and equipment to be incorporated into the Work are required, the Contractor will provide the Owner with the signed original and three (3) copies of each certificate for review, not less than seven (7) Work Days prior to incorporation of the materials or equipment represented by the certificates into the Work. These certificates will be subject to review by the Owner, and no materials represented by these certificates will be fabricated, delivered to the Work Site or incorporated into the Work without the Owner's review.

All Certificates will clearly identify the item certified and will include at least the following information: the Contractor's name, the Agreement Number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number.

ARTICLE 10 - CONTRACT CERTIFICATES AND NOTICES

10.1 Major Equipment Certificates

The Owner will issue the following certificate relating to the equipment:

- (a) Form 100 - Certificate of Equipment Delivery;
- (b) Form 101 - Certificate of Equipment Installation;
- (c) Form 102 - Certificate of Satisfactory Equipment Installation;
- (d) Form 103 - Certificate of Satisfactory Equipment Performance;
- (e) Form 104 - Certificate of Satisfactory Commissioning Performance; and
- (f) Form 105 - Certificate of Satisfactory Guaranteed Performance Testing.

Details about the above noted forms are specified in the Specifications - Section 01650 (Equipment Installation) and Section 01670 (Guaranteed Performance Testing and Commissioning).

10.2 Contract Completion Notices and Certificates

On completion of the Work in accordance with the Specifications and compliance the applicable terms and conditions in the Contract, the Owner will issue the following notices and certificates:

- (a) Substantial Performance Certificate (refer to GC 9); and
- (b) Functional Completion Certificate (refer to to GC 9); and
- (c) Final Completion Notice (refer to GC 9); and
- (d) Final Acceptance Certificate (refer to GC 9).

On the written request of the Contractor following expiration of the warranty period in GC 26, subject to compliance with GC 26, the Owner will issue the Final Acceptance Certificate to the Contractor or, if the Final Acceptance Certificate is not issued by the Owner, provide reasons for the non-issuance.

ARTICLE 11 - QUALITY CONTROL

11.1 Contractor's Quality Control

A quality control program will be established and maintained by the Contractor in accordance with the latest requirements of the ISO 9000 Standards Series (or approved equal) for the design, fabrication, construction, erection, commissioning, and testing of all plant, equipment, systems, components, and materials which are part of the Work.

If requested by the Owner, the Contractor will submit its quality control procedures and programs to the Owner for review.

The Contractor is responsible for the quality control of the Work, including the Work performed by its Subcontractors and Suppliers.

The Contractor will perform testing of the Work in accordance with and as required by all applicable codes, regulations and Law or by plan and approval authorities, safety codes officers or accredited agencies, as the case may be.

Various requirements for quality control of the Work are specified in Schedule "D". The Contractor acknowledges that these are the minimum requirements for the quality control of the Work and the Contractor agrees to perform as many inspections and tests as are necessary to ensure that the Work conforms to the requirements of the Contract.

Where approval of the Contractor's, Subcontractors' or Suppliers' quality control programs is required by regulatory bodies ("Regulatory Bodies") e.g., pressure equipment, piping and structural steel, the Contractor will ensure that quality control programs for the Work are approved by the appropriate Regulatory Bodies, in a timely manner so as to not delay the Work, and evidence of such approvals are provided to the Owner upon the Owner's request but in any case no later than three (3) Work Days after the Contractor's receipt of such approvals.

Refer to the Specifications – Section 01400 (Quality Control)

11.2 Subcontractors' Quality Control

The Contractor will provide the Owner's Representative with details of the program for supervising and monitoring the Work to be performed by Subcontractors and Suppliers and with details of Subcontractors' and Suppliers' quality control programs and procedures for controlling the quality of all portions of the Work that are to be performed by Subcontractors or Suppliers.

The Contractor will promptly process and distribute all required copies of test reports and test information and related instructions to all its Subcontractors and Suppliers to ensure that all necessary repairs, replacements and retesting can proceed without delay.

ARTICLE 12 - SAFETY AND LOSS MANAGEMENT

12.1 Contractor Requirements

The Owner's principles of safety and loss management employ a thorough and systematic approach towards a goal of elimination of all downgrading incidents to personnel, production, equipment, materials and the environment. The Contractor will perform the Work safely and in

accordance with the requirements of the Contract and the Owner's principles of safety and loss management and the *Workers Compensation Act* and regulations thereunder. The Owner's safety programs will be followed and references to the safety programs are contained in Schedule "D". Copies of the safety programs can be obtained on request.

TABLE I
DRAWING & INFORMATION SUBMISSIONS

The Contractor will submit information and drawings no later than the dates shown below.

#	Item	For	Elec	Hard*	Timing	Reference
1	Concrete formwork	R/A	Yes	2	Four weeks before scheduled work	Div 03100
2	Concrete construction joint layout	R/A	Yes	2	Four weeks before scheduled work	Div 03100
3	Concrete steel reinforcement	R/A	Yes	2	Four weeks before scheduled work	Div 03200
4	Concrete mix designs	R/A	Yes	2	Four weeks before scheduled work	Div 03300
5	Concrete block wall & accessories	R/A	Yes	2	Four weeks before scheduled work	Div 04200
6	Face brick and & accessories	R/A	Yes	2	Four weeks before scheduled work	Div 04200
7	Structural steelwork	R/A	Yes	2	Four weeks before scheduled work	Div 05500
8	Hatches	R/A	Yes	2	Four weeks before scheduled work	Div 05500
9	Prefabricated wood trusses	R/A	Yes	2	Four weeks before scheduled work	Div 06192
10	Asphalt roofing	R/A	Yes	2	Four weeks before scheduled work	Div 07310
11	Aluminum soffits	R/A	Yes	2	Four weeks before scheduled work	Div 07416
12	Siding	R/A	Yes	2	Four weeks before scheduled work	Div 07466
13	SBS roofing	R/A	Yes	2	Four weeks before scheduled work	Div 07550
14	Doors and frames	R/A	Yes	2	Four weeks before scheduled work	Div 08110
15	Door hardware	R/A	Yes	2	Four weeks before scheduled work	Div 08700
16	Paint	R/A	Yes	2	Four weeks before scheduled work	Div 09900
17	Field applied protective coatings	I	Yes	2	Four weeks before scheduled work	Div 09902
18	Booster pumps	R/A	Yes	2	Twelve weeks before installation	Div 11214
12	Sodium hypochlorite & liquid ammonium sulfate system	R/A	Yes	2	Twelve weeks before installation	Div 11310
13	Sodium hypochlorite & liquid ammonium sulfate transfer pumps	R/A	Yes	2	Four weeks before installation	Div 11320
14	Monorail hoist	R/A	Yes	2	Four weeks before scheduled work	Div 14301
15	Process piping	R/A	Yes	2	Four weeks before scheduled work	Div 15055
16	Process valves	R/A	Yes	2	Four weeks before scheduled work	Div 15100
17	Piping appurtenances	I/R/A	Yes	2	Four weeks before scheduled work	Div 15054
18	Pipe hangers and supports	I	Yes	2	Four weeks before scheduled work	Div 15058

#	Item	For	Elec	Hard*	Timing	Reference
19	HVAC equipment	I/R/A	Yes	2	Four weeks before scheduled work	Div 15830, 15810, 15820, 15830, 15850, 15910, 15020, 15241, 15242, 15012, 15270, 15770, 15651, 15190
20	Plumbing equipment	I/R/A	Yes	2	Four weeks before scheduled work	Div 15320, 15341, 15342, 15360, 15390, 15401, 15410, 15450
21	Fire suppression equipment	I/R/A	Yes	2	Four weeks before scheduled work	Div 15515, 15518, 15530
22	Basic materials and methods	I	Yes	2	Four weeks before scheduled work	Div 16050
23	Conduit, fastening and fittings	R/A	Yes	2	Four weeks before scheduled work	Div 16110
24	Cable tray	R/A	Yes	2	Four weeks before scheduled work	Div 16114
25	Panel wiring devices and methods	R/A	Yes	2	Four weeks before scheduled work	Div 16125
26	Grounding	R/A	Yes	2	Four weeks before scheduled work	Div 16160
27	Fastening and supports	R/A	Yes	2	Four weeks before scheduled work	Div 16191
28	Surge protection devices	R/A	Yes	2	Four weeks before scheduled work	Div 16405
29	Distribution transformers	R/A	Yes	2	Four weeks before scheduled work	Div 16420
30	Panelboards	R/A	Yes	2	Four weeks before scheduled work	Div 16430
31	Motor control centers	R/A	Yes	2	Twelve weeks before installation	Div 16440
32	Variable frequency drives	R/A	Yes	2	Twelve weeks before installation	Div 16483
33	Battery operated emergency and exit luminaires	R/A	Yes	2	Four weeks before scheduled work	Div 16510
34	Lamps, luminaires, ballast and accessories	R/A	Yes	2	Four weeks before scheduled work	Div 16515
35	Standby generators	R/A	Yes	2	Twelve weeks before installation	Div 16600
36	Automatic transfer switch	R/A	Yes	2	Twelve weeks before installation	Div 16650
37	Fire alarm system	R/A	Yes	2	Four weeks before scheduled work	Div 16705
38	Misc mechanical equipment	I	Yes	2	Four weeks before scheduled work	Div 16920
39	Instrumentation enclosures	R/A	Yes	2	Four weeks before scheduled work	Div 17115
40	Instrumentation cables	R/A	Yes	2	Four weeks before scheduled work	Div 17124

#	Item	For	Elec	Hard*	Timing	Reference
41	Industrial Ethernet network	R/A	Yes	2	Four weeks before scheduled work	Div 17125
42	SCADA requirements	R/A	Yes	2	Four weeks before scheduled work	Div 17500
43	Control panel PLC, LOI requirements	R/A	Yes	2	Four weeks before scheduled work	Div 17510
44	Instrumentation Specification sheets	R/A	Yes	2	Four weeks before scheduled work	Div 17701
45	Flow Control Manhole	R	Yes	2	Four weeks before scheduled work	Drawing C004
46	Concrete Block Retaining Wall Design	R	Yes	2	Four weeks before scheduled work	Drawing C100
47	Confirm invert at tie-in to existing storm manhole (on-site near existing pumphouse building) and review with Engineer	R	Yes	2	Four weeks before scheduled work	Drawing C101
48	Expose existing storm main (ROW at Thrift Ave), confirm invert and review with Engineer	R	Yes	2	Four weeks before scheduled work	Drawing C102
	Confirm invert at tie-in to existing sanitary manhole (Thrift Ave) and review with Engineer	R	Yes	2	Four weeks before scheduled work	Drawing C102
49	Expose existing watermain main (Goggs Ave), confirm invert and review with Engineer – two locations	R	Yes	2	Four weeks before scheduled work	Drawing C102
45	Confirm invert elevations at existing storm manhole D01 and review with Engineer.	R	Yes	2	Four weeks before scheduled work	Drawing C005
46	Expose existing storm piping and electrical ducts between reservoir No. 1 and existing manhole D01, confirm inverts at reservoir and at manhole D01 and review piping alterations and locations with Engineer.	R	Yes	2	Four weeks before scheduled work	Drawing C005
47	Transformer pad concrete block retaining wall and railing design.	R	Yes	2	Four weeks before scheduled work	Drawing C005
48	Confirm inverts of existing 50mm PVC drains at the two tie-in locations and review tie-in details with Engineer.	R	Yes	2	Four weeks before scheduled work	Drawing C201
49	Expose existing 300mm watermain at north property line, confirm invert and review vacuum valve chamber and concrete thrust collar details with Engineer.	R	No	2	Four weeks before scheduled work	Drawing C202
50	Vacuum valve chamber location and design.	R	Yes	2	Four weeks before scheduled work	Drawing C202
51	Concrete thrust collar location and design.	R	No	2	Four weeks before scheduled work	Drawing C202
52	Expose existing 250mm watermain west of existing low reservoir, confirm invert and review with Engineer.	R	yes	2	Four weeks before scheduled work	Drawing C202
53	Expose existing 250mm watermain east of west property line, confirm invert and review tie-in details with Engineer.	R	No	2	Four weeks before scheduled work	Drawing C202
54	Expose existing 200mm sanitary sewer on east side of Merklin St, confirm invert and review tie-in details with Engineer.	R	Yes	2	Four weeks before scheduled work	Drawing C210

TABLE III
SUBCONTRACTORS AND SUPPLIERS

The Subcontractors and Suppliers the Contractor proposes to retain to provide and complete the Work are listed below.

Subcontractor / Supplier	Work to be Performed	Approx. Value (\$) and Percent of Total Contract (%)
Quantum Murray LP	Demolition	\$300,000 9.00%
LMS Limited Partnership	Rebar	\$160,000 5.00%
Sun Valley Masonry Inc.	Masonry	\$50,000 2.00%
Metro Roofing	Roofing	\$80,000 3.00%
Airstream Heating & Air Conditioning Inc.	Mechanical	\$200,000 5.00%
Status Electrical Corporation	Electrical	\$775,000 22.00%

TABLE IV

CONSTRUCTION, TESTING, COMMISSIONING AND MANPOWER TABLE

The Contractor will provide a complete weekly manpower loading curve and table by trade from start to finish of construction, testing and commissioning, and a Work Schedule detailing the various activities and indicating program float.

Requirement	Contractor Response
Weekly Manpower Curve	Attached As: The Weekly Manpower Curve is attached as a PDF, immediately following this page.
Planned Work Schedule	Hours per day: <u>8</u> Number of shifts: <u>1</u> Days per week: <u>5</u>
Work Schedule	Attached As: The Schedule was created in Primavera P.6, and is attached as a PDF.

APPENDIX 1

DRAWINGS AND MANUALS

1. Title Block

All drawings, diagrams, bills of material, and other similar items, including those of Subcontractors, will include the Owner's title block to be located in or adjacent to the title box. Details of the Owner's title block will be provided by the Owner.

2. Professional Engineer - Stamp

The Contractor will ensure that all designs, specifications, and drawings will be stamped or sealed by a Professional Engineer licensed to practice in the Province of British Columbia.

3. Use of Language and Units

All notations and lettering used on drawings, instruction manuals and related data must be in English. The metric (S.I.) units of measurement will apply to all work.

Standard Imperial units (inches, gallons) apply to many of the existing drawings and documentation, but new work will be done using the metric system.

All drawings produced and required for the Work will be done using the metric system.

The Contractor shall ensure that:

- (a) all dimensions required for erection of the Work are prominently displayed;
- (b) all gauges and instruments are to be calibrated in S.I. units only; and
- (c) S.I. units are used throughout in all documents and drawings provided to the Owner including the O&M Manuals.

4. Shop Drawings

Shop drawing submissions will include:

- (a) date and revision dates;
- (b) project title;
- (c) Contract title;
- (d) name of:
 - Contractor;
 - Subcontractor(s);
 - Supplier(s); and
 - separate detail(s) when pertinent;
- (e) identification of product or material;
- (f) relation to adjacent structure or materials;
- (g) field dimensions clearly identified as such;
- (h) specification section number;
- (i) applicable standards, such as CGSB or CSA numbers; and
- (j) Contractor's stamp initialled or signed, certifying review of submission, verification of field measurements and compliance with the Contract.

Refer to the Specifications – Section 01330 (Submittal Procedures).

5. Other Drawings

Where the Contractor is required to provide drawings for:

- (a) fabricating materials and equipment to be provided by the Contractor;
- (b) installing materials and equipment to be provided by the Contractor; or
- (c) planning and performing the Work;

the Contractor will submit one (1) electronic copy and two (2) print copies of the drawings before fabricating, installing or performing that part of the Work, allowing at least seven (7) Work Days for review by the Owner, unless otherwise shown on the Work Schedule. This requirement will extend to drawings required for activities such as match marks, erection diagrams and other details for field connections for proper installation, erection of equipment and performance of the Work.

Drawings of a specific piece of equipment will identify components with the manufacturer's part number or reference drawing number clearly indicated. The Contractor will submit all drawings in a sequence that will ensure that all information is available for reviewing each drawing when it is received by the Owner.

All drawings submitted by the Contractor will be certified by the Contractor, by stamp and dated signature of an authorized and qualified person, to be correct in all respects as to field measurements, field construction criteria, materials, catalogue and product data, the requirements of the Contract and conditions of performing the Work. All fabrication drawings will be certified by stamp and dated signature of a Professional Engineer licensed to practice in the Province of British Columbia.

6. Final Drawings

Final drawings are required for all drawings that have been submitted relating to equipment supplied by the Contractor or a Subcontractor and/or items for which the detail design has been done by the Contractor or a Subcontractor.

7. Drawing Transmittals

The Contractor will submit all required documents for review with a transmittal letter which will identify:

- (a) date;
- (b) project title;
- (c) Contract title;
- (d) number of each shop drawing, product data and sample submitted;
- (e) Contractor's pertinent data; and
- (f) other pertinent data.

8. As-Built Drawings

During the Contract Time, the Contractor will maintain records at the Work Site of the changes and differences between the drawings and the actual condition of the Work as built, by marking and recording these changes and differences on two (2) sets of drawings identified by the stamped notations "AS BUILT" (the "As-Built Drawings"). The Contractor shall mark changes in red coloured ink and record the following:

- (a) location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure;

- (b) field changes of dimensions and details;
- (c) changes made by change/or field orders;
- (d) depths of various elements of foundation in relation to datum established; and
- (e) horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Upon completion and acceptance of the Work, the Contractor will give the two (2) complete sets of the As-Built Drawings, including any As-Built Drawings on which no changes are recorded, to the Owner. The drawings will be marked and dimensioned to show all variations or departures in layout, quantity and design that have been decided upon and authorized during the progress of construction. Refer to Table I for the drawings that are to be submitted as-built and Schedule "D" for the Owner's Drawings that are to be submitted as-built.

During the Contract Time, the Contractor will allow the Owner access to the As-Built Drawings for the purpose of auditing their correctness.

Coordinates and elevations shall refer to the Site Project Datum.

Refer to the Specifications - Section 01390 (Record Drawings).

9. Contractor's Sealed Issued for Construction Drawings

The Contractor will, in accordance with Table I, or as otherwise identified in the Contract Documents, supply the Owner with one (1) complete full-size set of drawings (prints) all of which will have the appropriate professional engineer's stamp that is signed and dated. This set will be classified as the "Issued for Construction (IFC)" drawing issue. The prints and/or other documents will be rolled and in cardboard tubes. The Owner's Representative will have the right to require the Contractor to make the finished product conform to the intent of the Specifications.

The Contractor will perform the Work only in accordance with approved drawings marked "Issued for Construction", and any subsequent revisions, and with those Contractor's Prepared Documents submitted by the Contractor and reviewed by the Owner.

In addition to the above requirements for provision of prints, the Contractor shall also provide, with each drawing submission, a copy of the drawings in the latest AutoCAD .dxf or .dwg file format, or other format only as approved in advance by the Owner.

AutoCAD drawing file submission to Owner by CD or email. All CDs will be labeled with the project name and a list of drawings which are on the CD.

10. Operating and Maintenance Manuals

The Contractor will prepare and furnish Operating and Maintenance Manuals ("O&M Manuals") for Work supplied under the Contract. The O&M Manuals will comprehensively describe the operation and maintenance aspects of the Work so that a full and complete understanding of equipment and systems involved is available to the Owner.

Manufacturer's catalogues or brochures, unless specifically prepared to cover the actual goods and materials supplied, will not be acceptable. Any information or reference to equipment other than that supplied must be deleted or crossed out.

The O&M Manuals will provide complete descriptions of the system hardware and software. Information included in the manuals will describe exactly the equipment supplied. As a minimum, the following will be included in the O&M Manuals:

- (a) Title Page, showing
 - Owner's name;
 - Contractor's name;
 - project name;
 - Agreement Number or purchase order number; and
 - equipment or system name;
- (b) Index included in all volumes;
- (c) Revision List;
- (d) Recipient List;
- (e) General
 - name, address and phone number or Contractor's nearest representative to the Work Site;
 - list of major equipment, accessories or systems covered in the Operating and Maintenance Manual;
- (f) Description (by major equipment, system or accessory)
 - detailed description of equipment or system and component parts including block diagrams;
 - reference drawing for illustration and cross-referencing to equipment data sheet;
- (g) Installation
 - handling requirements;
 - installation requirements, including diagnostic test and normal system start-up procedures; and
 - pre-commissioning and commissioning requirements in preparation of initial operation;
- (h) Operation
 - description of operation philosophy, intended functions, limitations of equipment operation, component parts and system; and
 - documentation of emergency and loss of power operations;
- (i) Trouble Shooting
 - symptoms;
 - cause; and
 - remedy;
- (j) Maintenance
 - schedule identifying required routine inspection, servicing for equipment, components and accessories;
 - instructions for dismantling;
 - complete list of equipment and parts and the availability schedule;
 - instructions for replacing parts and reassembling equipment; and
 - other maintenance instructions;
- (k) Data Sheets
 - complete design philosophy, descriptions and final drawings for the system;
 - performance and characteristic curves of the hardware;
 - final copies of all program descriptions, flow charts and listings;
 - final copies of all test and calibration results;
 - nameplate data; and
 - recommended operational settings;
- (l) Software Documentation Division
 - software license agreements assigned to the Owner;

- software overview;
 - application software flow diagrams;
 - application operator screens;
 - application programming instructions and screens;
 - USB storage device containing licensed software;
 - USB storage device containing application software; and
 - software programming manuals;
- (m) Tag Number List
- list of cross-references of the Owner's individual tag numbers to Contractor's or manufacturer's model and serial numbers;
- (n) Drawing List
- list of all contract drawings using the Owner's drawing numbering system;
- (o) Certifications
- copies of inspection reports prepared by authorities having jurisdiction;
 - certified copies of test reports prepared by independent testing agencies; and
 - any other certificates required by the Contract Documents;
- (p) Warranties and Bonds
- the Owner's copy of manufacturer's warranties, maintenance bonds and service contracts;
- (q) Document Binding Methods
- information bound in sturdy 3-ring type binders not exceeding 150 mm in width;
 - binder will allow for addition and removal of pages; binders as submitted not to be filled to capacity;
 - if a single O&M Manual cannot be contained in a single volume, each volume will contain a complete index and the index will clearly indicate within which volume each piece of information is contained;
 - the outside cover and spine of each binder will be labeled with the statement it is an O&M Manual, Owner's name, project title, and volume number;
 - standard 21.5 x 28 cm sheets: punched sheets to fit binder;
 - sheets up to 28 x 41.5 cm: punched and neatly folded to allow for use without removing from binder;
 - drawings larger than 28 x 41.5 cm: insert drawings in sturdy vinyl envelopes with reinforced binding holes, open on one side and overall folded size not exceeding 21.5 x 28 cm. DO NOT punch holes in drawings;
 - supplementary electronic information: CD, DVD, or USB storage only, inserted in sturdy vinyl pocketed holders with reinforced binding holes; and
 - two (2) hard copies and one (1) electronic copy of the O&M Manuals will be submitted in draft form to the Owner for review. The Contractor will provide an additional six (6) hard copies and one (1) electronic copy of completed O&M Manuals.

SCHEDULE "B"

PAYMENT FOR WORK

ARTICLE 1 - GENERAL 1
ARTICLE 2 - INVOICING 1
ARTICLE 3 - PAYMENT 2
ARTICLE 4 - CONTRACT PRICE..... 4
ARTICLE 5 - LATE DELIVERY 7
ARTICLE 6 - CHANGES AND CHANGE DIRECTIVE RATES..... 7
ARTICLE 7 - MISCELLANEOUS 8

TABLE I LABOUR RATES FOR CONTRACTOR AND SUBCONTRACTORS
TABLE II EQUIPMENT RENTAL RATES

ARTICLE 1 - GENERAL

- 1.1 This is Schedule "B" – Payment for Work referred to in the main body of the Contract and forming a part of the Contract made as of October 28, 2015.
- 1.2 Capitalized terms used and not defined in this Schedule "B" will have the meaning given in the main body of the Contract or any other Schedule or document which forms part of the Contract Documents.
- 1.3 As full and complete payment for the provision of the Work and the discharge of all obligations of the Owner under the Contract, the Owner will pay the Contractor as set forth in this Schedule "B".

ARTICLE 2 - INVOICING

- 2.1 Subject to the provisions of the Contract Documents, the Contract Price will be paid based on the progress of the Work to the end of each pay period. The Contractor will submit invoices based on the percentage of Work performed and the materials and equipment delivered to the Work Site and incorporated into the Work. At the end of each month (or such other date as may be agreed upon between the Contractor and the Owner), the Contractor's Representative and the Owner's Representative will agree on the progress of the Work to the end of the preceding month and, failing agreement, the progress of the Work will be determined pursuant to GC 31 of the General Conditions.
- 2.2 At the end of each month (or such other date as may be agreed upon between the Contractor and the Owner), the Contractor will submit a progress certificate to the Owner's Representative, in a format agreed between the Contractor and Owner, for Work performed and the materials and equipment incorporated in the Work during the pay period.
- 2.3 The Owner's Representative will, within five (5) Work Days of receipt of the progress certificate, review and approve the Contractor's progress, or advise the Contractor in writing of any reason why the progress certificate or any portion is not approved.
- 2.4 As a prerequisite to acceptance and approval of the progress certificate and invoicing, the conditions of Schedule A, Article 3, Section 3.1 Planning, Scheduling and Coordination must be met to the satisfaction of the Owner's Representative.
- 2.5 Upon approval of the progress certificate by the Owner's Representative, the Contractor will prepare its invoice for the Work, attach a copy of the approved progress certificate, and submit the invoice for payment.
- 2.6 The following information will be included by the Contractor on each invoice:
 - (a) Agreement Number and Purchase Order number;
 - (b) total Contract Price for each item;
 - (c) percentage complete for each item;
 - (d) previous progress invoice amount for each item;
 - (e) current progress invoice amount for each item;
 - (f) total progress invoice amount for each item; and

(g) GST payable.

Along with each invoice, the Contractor will submit:

- (h) a copy of the approved progress certificate;
- (i) copy of the Work Schedule identifying progress of the Work (refer to Schedule "A", section 3.1);
- (j) the Monthly Contractor HSF Performance Report Form (MS21-PR06-RD1);
- (k) the Monthly Construction Progress Report (refer to Schedule "A", section 3.1);
- (l) a statutory declaration and a clear WorkSafeBC clearance letter; and
- (m) if required by the Owner, all substantiating documentation.

ARTICLE 3 - PAYMENT

3.1 The Owner will pay approved invoice amounts conditional upon:

- (a) there being no builders' liens registered against title to the Work Site arising out of the performance of the Work;
- (b) the Contractor having provided the Owner with a statutory declaration in the form of Schedule "E";
- (c) the Contractor having provided the Owner with a clear WorkSafeBC clearance letter;
- (d) the Contractor having provided the Owner with the monthly construction progress report; and
- (e) the Contractor having provided the Owner with an updated Work Schedule.

3.2 Subject to verification of the invoice and in the event the entries itemized in the invoice reflect, in the reasonable opinion of the Owner, the Work provided by the Contractor, the Owner will pay the invoice within thirty (30) days of receipt of the invoice.

3.3 The builders' lien holdback will become due and be payable fifty five (55) days after issuance by the Owner of the Certificate of Completion relating to the Work, and conditional upon there being no builders' liens registered against the title to the Work Site or arising out of the Work, and the Contractor having provided to the Owner the following:

- (a) an invoice;
- (b) a clear WorkSafeBC clearance letter; and
- (c) a statutory declaration in the form of Schedule "E".

and subject to any other conditions set out in the Contract Documents.

3.4 The final payment under the Contract, including the Deficiency Holdback, will become due and payable subject to:

- (a) the Contractor having provided the Owner with an invoice;
- (b) all deficiencies identified in the Deficiency Holdback have been rectified to the satisfaction of the Owner, acting reasonably,

- (c) the Contractor having provided the Owner with all documents and drawings as required by the Contract;
 - (d) the Contractor having provided the Owner with a clear WorkSafeBC clearance letter; and
 - (e) the Contractor having provided the Owner with a Release and Waiver of Claims in the form of Schedule "C" - Release and Waiver of Claims confirming that there are no outstanding claims in respect of the Work for which notice has not been provided to the Owner in writing, and that there are no builders' liens registered against title to the Work Sites or claims in respect of which rights to file builders' liens against the Work Sites exist.
- 3.5 Original invoices are to be submitted to:
- EPCOR White Rock Water Inc.
 - 2000 - 10423 - 101 Street NW, Floor 27
 - Edmonton, AB T5H 0E8
 - Attention: Accounts Payable
- and a copy by email to:
- Kris Sundberg at ksundberg@epcor.com
- 3.6 All invoiced amounts will be net of the builders' lien holdback required to be retained pursuant to GC 3, or any applicable Deficiency Holdback.
- 3.7 Payment by the Owner shall not be deemed to be acceptance of the Work nor shall it be deemed to be a waiver of any right the Owner may have against the Contractor under this Contract.
- 3.8 Acceptance of final payment by the Contractor shall be deemed to be a waiver by the Contractor of all claims for further reimbursement except those claims previously made by the Contractor in writing and subject to dispute.
- 3.9 Any credits or adjustments on an invoice shall be in the same detail as the original invoice and include any supporting documentation.
- 3.10 The cost of invoicing, any invoicing documentation and delivery of these items to the Owner are at the expense of the Contractor.
- 3.11 Any terms and conditions in any Contractor price quotation or the Contractor's invoice which conflict with the terms and conditions in this Contract or any Purchase Order are objected to and rejected and shall not be binding on the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 The prices for the Work to be provided by the Contractor and purchased by the Owner are in the following table.

ITEM A – General Conditions (All Items)

Item No.	Specification and/or Description	Unit Price	Amount
A.1	General Requirements – Division 1		
	a) Mobilization & Demobilization	Lump Sum	\$ 30,000.00
	b) All Other work	Lump Sum	\$ 410,000.00
	c) Performance Bond	Lump Sum	\$ 11,000.00
	d) Labour & Materials Payment Bond	Lump Sum	\$ 5,700.00
	Total Item A – General Conditions		\$ 456,700.00

ITEM B – Merklin High Reservoir Demolition

Item No.	Specification and/or Description	Unit Price	Amount
B.1	Specification 02410 Merklin High Reservoir demolition		
	a) Demolition of concrete tower and appurtenances	Lump Sum	\$ 300,000.00
	b) Removal and disposal of existing watermain chamber and associated piping and alterations to two 50mm PVC drainage pipes.	Lump Sum	\$ 20,000.00
	c) Removal and disposal of existing watermain	Lump Sum	\$ 20,000.00
	d) Vacuum valve chamber and drain and concrete thrust collar	Lump Sum	\$ 7,000.00
	e) Removal and disposal of pavement, shrubs, street furniture, rockery, irrigation system chain link fence and all other works and facilities indicated on drawings D001	Lump Sum	\$ 5,000.00
	f) Submittals and Monitoring (Eng. Dwgs, Site Monitoring and Surveys)	Lump Sum	\$ 33,000.00
	g) All Other work	Lump Sum	\$ 6,000.00
	Total Item B – Merklin High Reservoir Demolition	Total	\$ 391,000.00

TABLE I
LABOUR RATES FOR CONTRACTOR AND SUBCONTRACTORS

The labour rates for the purposes of Article 6 are in the following table.

Description of Labour / Job Category	Contractor (C) or Subcontractor (SC) Forces	Hourly Rate (\$)
Project Manager	Contractor	133.00
Project Coordinator	Contractor	78.00
Superintendent	Contractor	116.00
Foreman	Contractor	85.00
Safety Coordinator	Contractor	75.00
Pipe Fitter	Contractor	92.00
Carpenter	Contractor	80.00
Labourer	Contractor	65.00
Machine Operator	Contractor	80.00
Traffic Control Person	Contractor	55.00

TABLE II
EQUIPMENT RENTAL RATES

The equipment rates for the purposes of Article 6 are in the following table.

Equipment Make and Model	Year of Manufacture	Stand By Rate (\$)	Hourly Rate (\$)	Daily Rate (\$)	Weekly Rate (\$)	Monthly Rate (\$)
Volvo EC300DL	2013	99.00	198.00			
Komatsu PC138	2011	50.58	101.15			
Forklift JLG	2012		89.45	357.45	1429.80	4289.35
Bobcat 250	2013	41.13	82.25			
Pick Up Truck ½ ton	2013			295.00		
Compressor 185	2013			122.50		

SCHEDULE "C"

RELEASE AND WAIVER OF CLAIMS

BY CONTRACTOR AT FINAL ACCEPTANCE

In the Matter of Agreement Number [NTD: INSERT AGREEMENT #] made as of the 28 day of October, 2015 (the "Contract") for the White Rock Water System Upgrade Phase 2 – Merklin Site (the "Project") between:

EPCOR White Rock Water Inc.

(the "Owner")

and

Graham Infrastructure LP

(the "Contractor")

For and in consideration of the payment of \$ [INSERT AMOUNT OF FINAL PAYMENT] (the "Final Payment") to the Contractor by the Owner, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor covenants, represents, warrants and agrees with the Owner as follows:

1. The Contractor has performed, in accordance with the Contract, everything required by the Contract to be performed by the Contractor to the date of issuance of the Final Completion Notice, including having provided and completed everything contained on deficiency lists and provided all work, services, equipment, materials, supplies, tools and all other items required by the Contract to be provided by the Contractor prior to issuance of the Final Completion Notice.
2. Everyone contracting with the Contractor, including without limitation all Subcontractors, and all sub-subcontractors of such Subcontractors, have in accordance with their Subcontracts and sub-subcontracts, as applicable, been paid in full when due and payable under their Subcontracts or sub-subcontracts, as applicable, for all work, services, equipment, materials, supplies, tools and other items provided and performed by them in connection with the performance of the Contract.
3. As at the date of this Release and Waiver of Claims there are no outstanding liens or claims by the Contractor or by anyone employed by or through the Contractor in connection with the performance of the Contract. Further, no one has any right to file or enforce or claim a lien on account of work or services performed or materials supplied under or pursuant to the Contract.
4. All claims and demands of the Contractor for compensation and damages as at the date of this Release and Waiver of Claims, including but not limited to claims for delay under, extra work to and changes in the Contract, or in connection with the Contract in any way, have been presented in writing to the Owner's Representative and have been resolved and settled between the Owner and the Contractor prior to the date hereof, save and except only those specific claims, if any, which are expressly specified in a schedule attached hereto and for which the schedule provides full, complete and detailed descriptions, including for each claim listed in the schedule a summary of the factual basis of the claim, the date written notice of claim was first provided under the Contract, the relevant contractual provisions and the maximum value of the claim, which maximum value the Contractor agrees will apply and not be exceeded (the "Outstanding Claims").

5. Except for the Contractor's claim for the Final Payment and the Outstanding Claims, the Contractor hereby agrees to release and forever discharge, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the Owner's Representative and the Owner, and its officers, directors, employees, servants, agents, consultants, successors and assigns, and each of them, of and from any and all liabilities, causes of action, liens, claims, proceedings; demands, suits, debts, duties, damages, interest and costs of any nature or kind whatsoever or wheresoever, whether at law or at equity and whether known or unknown, suspected or unsuspected, which the Contractor, its successors and assigns have or hereafter can, shall or may have, relating to or arising out of the Contract, the subject matter of the Contract and all facts and circumstances related thereto.
6. This Release and Waiver of Claims has been executed voluntarily by the Contractor after receiving independent legal advice.
7. All provisions of this Release and Waiver of Claims are contractual and not merely recitals.
8. This Release and Waiver of Claims is governed by the laws of the Province of British Columbia and, subject to the dispute resolution provisions of the Contract, the parties agree to submit and attorn to the exclusive jurisdiction of any competent Court in British Columbia any dispute which involves or may involve interpretation of this Release and Waiver of Claims.
9. All capitalized terms which are not defined herein but are defined in the Contract shall have the meaning give to them in the Contract.

IN WITNESS WHEREOF the Contractor has executed this Release and Waiver of Claims as of the [NTD: INSERT DAY RELEASE WILL BE SIGNED (e.g., 1st) - OR, IF UNKNOWN, ENTER ____] day of [NTD: INSERT MONTH RELEASE WILL BE SIGNED (e.g., January) - OR, IF UNKNOWN, ENTER _____], 20[NTD: INSERT YEAR RELEASE WILL BE SIGNED (e.g., 14) - OR, IF UNKNOWN, ENTER ____] by its representative who is duly authorized by the Contractor to execute this Release and Waiver of Claims on behalf of and to bind the Contractor.

THE CORPORATE SEAL OF)
Graham Infrastructure LP)
 was hereunto affixed in the Presence of:)
)
 _____)
 Authorized Signatory)
)
 _____)
 Name (Print or Type))
)
 _____)
 Authorized Signatory)
 0)
 _____)
 Name (Print or Type))

C/S

SCHEDULE "D"

ATTACHMENTS

1. Specifications List
2. Drawings List
3. Health, Safety & Environmental Requirements
 - a. Monthly Contractor HS&E Management Report Form (MS21-PR06-RD1)
 - b. Health, Safety and Environment Policy
 - c. Contractor Health, Safety & Environmental Requirements (MS21-PRO2-RD4)
 - d. Life Saving Rules (Working Safely at EPCOR)
4. Alcohol and Drug Standard
 - a. EPCOR Alcohol and Drug Standard for Contractors (MS20-STD4-Alcohol Drug for Contractors)
 - b. EPCOR Alcohol and Drug Testing Protocols (MS20-STD3-RD1)
 - c. Contractor Letter (Updates to EPCOR Alcohol and Drug Standard for Contractors, Dec.15, 2010)
5. Legal Plan EPP46295
6. Contractor Registry PICS
7. City of White Rock Permit Application and Check List Samples

1. Specifications List

See: "ScheduleD-Item01MerklinSpecifications-IFC20150901.pdf"

Containing the following Divisions, Sections, and Appendixes:

SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

- 01010 Summary of Work
- 01030 Work Sequences and Tie-Ins
- 01040 Coordination
- 01050 Field Engineering
- 01060 Regulatory Requirements
- 01070 Abbreviations
- 01080 Identification Systems
- 01100 Subsurface Conditions
- 01105 Protection of Existing Structures and Utilities
- 01140 Protection of Water Operations
- 01150 Measurement and Payment
- 01200 Project Meetings
- 01310 Construction Schedule
- 01330 Submittal Procedures
- 01350 Mock Ups
- 01354 Environmental Requirements
- 01380 Construction Photographs
- 01390 Record Drawings
- 01400 Quality Control
- 01500 Construction Facilities
- 01540 Security
- 01610 Basic Product Requirements
- 01650 Equipment Installation
- 01670 Guaranteed Performance Testing and Commissioning
- 01700 Contract Closeout

DIVISION 2 – CIVIL AND GEOTECHNICAL

- 02070 Sitework Demolition and Removal
- 02071 Concrete Cutting and Coring
- 02260 Excavation Support and Protection
- 02325 Structures – Excavation and Backfill
- 02370 Erosion & Sedimentation Control Measures
- 02410 Reservoir Demolition

DIVISION 3 – CONCRETE

- 03100 Concrete Forms
- 03150 Concrete Accessories
- 03200 Concrete Reinforcement
- 03300 Cast-in-Place Concrete
- 03350 Concrete Finishing
- 03361 Concrete Floor Sealer

DIVISION 4 – MASONRY

04200 Unit Masonry

DIVISION 5 – METALS

05500 Miscellaneous Metal

DIVISION 6 – CARPENTRY

06100 Rough Carpentry

06192 Prefabricated Wood Trusses

06200 Finish Carpentry

DIVISION 7 - INSULATION

07310 Asphalt Shingles

07416 Metal Aluminum Soffits

07466 Reinforced Cementitious Siding

07550 SBS Modified Bituminous Membrane Roofing

07620 Sheet Metal Flashing and Trim

07710 Gutters and Downspouts

07800 Firestopping

07900 Sealants

DIVISION 8 – DOORS

08110 Hollow Metal Doors and Frames

08700 Door Hardware

DIVISION 9 - FINISHES

09290 Gypsum Board

09900 Painting

09902 Field Applied Protective and Maintenance Coatings

DIVISION 11 – PROCESS EQUIPMENT

11010 General Process Provisions

11050 Process Equipment Installation

11060 Electric Motors Less than 150kW

11200 Process Pump General Requirements

11214 Booster Pumps

11214a Booster Pumps Data Sheet

11310 Sodium Hypochlorite & Liquid Ammonium Sulfate System

13310a Sodium Hypochlorite & Liquid Ammonium Sulfate Metering Pumps Data Sheet

11320 Sodium Hypochlorite & Liquid Ammonium Sulfate Transfer Pump

DIVISION 14 – CONVEYANCE

14301 Monorail

DIVISION 15 – BUILDING MECHANICAL

15010 Common Work Results for HVAC

15012 Common Motor Requirements for HVAC

15015 Testing Adjusting and Balancing for HVAC

15016 Commissioning for HVAC

15020 Hangers and Supports for Piping and HVAC Equipment

15058 Pipe Hangers and Supports

- 15190 Mechanical Identification
- 15241 Vibration Isolation for HVAC Equipment
- 15242 Seismic Restraint Systems for HVAC Piping and Equipment
- 15270 Duct Insulation
- 15300 Common Work Results for Plumbing
- 15315 Testing Adjusting and Balancing for Plumbing
- 15316 Commissioning of Plumbing
- 15320 Hangers and Supports for Plumbing Piping and Equipment
- 15341 Vibration Isolation for Plumbing Piping and Equipment
- 15342 Seismic Restraint Systems for Plumbing Piping and Equipment
- 15360 Plumbing Piping Insulation
- 15390 Identification for Plumbing Piping and Equipment
- 15401 Facility Sanitary Sewerage and Storm Drainage System
- 15410 Facility Water Distribution
- 15450 Plumbing Fixtures and Trim
- 15499 Plumbing Details
- 15500 Common Work Results for Fire Suppression
- 15511 Testing Adjusting and Balancing for Fire Suppression
- 15512 Commissioning of Fire Suppression
- 15515 Identification of Fire Suppression Piping and Equipment
- 15518 Fire Suppression Piping Insulation
- 15530 Fire Suppression Sprinkler Systems
- 15651 Refrigerant Piping
- 15770 Packaged Heating and Cooling Units
- 15810 HVAC Ducts and Casings
- 15820 Air Duct Accessories
- 15830 HVAC Fans
- 15850 Air Outlets and Inlets
- 15910 Control Systems General Requirements
- 15920 Instrumentation and Control Devices for HVAC
- 15925 Sequence of Operation for HVAC Controls
- 15930 Points List for HVAC Control
- 15965 HVAC Equipment Manufacturers
- 15965b Plumbing Equipment Manufactures

DIVISION 15 – PROCESS MECHANICAL

- 15010 General Mechanical Provisions
- 15050 Piping Systems
- 15051 Pipe Joints & Equipment Connections
- 15052 Pipe Guides and Anchors
- 15053 Expansion Joints
- 15054 Piping Appurtenances
- 15055 Detailed Piping Specification Sheets
- 15100 Process Valves

DIVISION 16 – ELECTRICAL

- 16010 General Electrical Requirements
- 16015 Electrical Scope of Work R1
- 16020 Spares
- 16030 Electrical Testing
- 16045 Seismic

- 16050 Basic Materials and Methods
- 16110 Conduit, Fastenings and fittings
- 16114 Cable Tray
- 16125 Panel Wiring Devices & Methods
- 16150 Electric Motors
- 16160 Grounding
- 16191 Fastening and Supports
- 16405 Surge Protection Devices
- 16420 Distribution Transformers
- 16430 Panelboards
- 16435 Power System Study
- 16440 Motor Control Centres
- 16483 Variable Frequency Drive
- 16501 General Requirement for Lighting
- 16510 Battery Operated Emergency and Exit Luminaires
- 16515 Lamps, Luminaires, Ballasts and Accessories
- 16600 Standby Generator
- 16650 Automatic Transfer Switch
- 16705 Fire Alarm System
- 16920 Miscellaneous Mechanical Equipment
- 16991 Distribution Equipment Startup Testing
- 16992 System Personnel Training

DIVISION 17 – INSTRUMENTATION & CONTROL

- 17010 Instrumentation General Requirements
- 17115 Instrumentation Enclosures
- 17124 Instrumentation Cables
- 17125 Industrial Ethernet Network
- 17400 Instrumentation Requirements
- 17500 SCADA Requirements
- 17510 Control Panel PLC, LOI Requirements
- 17600 SCADA IO Index
- 17600a SCADA IO Index Appendix A
- 17700 Instrument Index
- 17700a Instrument Index Appendix A
- 17701 Instrument Specification Sheets
- 17701a Instrument Specification Sheets Appendix A
- 17810 Commissioning and Startup
- 17830 Acceptance Testing

APPENDIX A – GEOTECHNICAL REPORT

APPENDIX B – ARBORIST REPORT AND CSDP DOCUMENT

APPENDIX C – CONTROL NARRATIVE

APPENDIX D – MERKLIN SITE REFERENCE DOCUMENTS

2. Drawings List

see: "ScheduleD- Item02MerklinDrawingsFullSize-IFC20150901.pdf "

Containing the following Drawings:

DRAWINGS

DWG. NO. TITLE

GENERAL

T001 COVER PAGE & DRAWING INDEX

DEMOLITION

D001 DEMOLITION PLAN

D002 MERKLIN HIGH RESERVOIR - DEMOLITION - EXISTING PLANS

D003 MERKLIN HIGH RESERVOIR - DEMOLITION - EXISTING PLANS

D004 HIGH ZONE BOOSTER PUMP STATION - DEMOLITION - EXISTING PLAN

CIVIL

C001 SITE SURVEY - EXISTING CONDITIONS AND GENERAL NOTES

C002 KEY PLAN - GENERAL ARRANGEMENT PLAN

C003 PROPOSED TREE PROTECTION, REMOVAL & EXCAVATION PLAN

C004 MISCELLANEOUS DETAILS - SHEET 1

C005 MISCELLANEOUS DETAILS - SHEET 2

C006 EROSION AND SEDIMENT CONTROL PLAN

C200 ON-SITE ROADWORKS PLAN

C201 STORM & SANITARY SERVICING PLAN

C202 WATER SERVICING PLAN

C203 SITE GRADING PLAN

C210 OFF-SITE WORKS PLAN - SANITARY SEWER, WATERMAIN AND ROADWORKS

C211 OFF-SITE WORKS PLAN - SANITARY SEWER, WATERMAIN AND ROADWORKS

ARCHITECTURAL

A201 PUMP STATION & RESERVOIR - ELEVATIONS

A202 PUMP STATION & RESERVOIR - ELEVATIONS

STRUCTURAL

S001 GENERAL NOTES

S002 SECTIONS & DETAILS - SHEET 1

S003 SECTIONS & DETAILS - SHEET 2

S004 SECTIONS & DETAILS - SHEET 3

S005 SECTIONS & DETAILS - SHEET 4

S006 SECTIONS & DETAILS - SHEET 5

S007 SECTIONS & DETAILS - SHEET 6

S201 RESERVOIR & PS - PIPE GALLERY / RESERVOIR CELL FLOOR PLAN

S202 RESERVOIR & PUMP STATION - MAIN FLOOR PLAN

S203 RESERVOIR & PUMP STATION - ROOF FRAMING PLAN

S204 RESERVOIR & PUMP STATION - SECTION - SHEET 1

S205 RESERVOIR & PUMP STATION - SECTION - SHEET 2

S206 RESERVOIR & PUMP STATION - SECTION - SHEET 3

S207 RESERVOIR & PUMP STATION - SECTION - SHEET 4

S208 RESERVOIR & PUMP STATION - REINFORCEMENT DETAILS - SHEET 1

S209 RESERVOIR & PUMP STATION - DETAILS - SHEET 2

PROCESS

P001	SYMBOLS & ABBREVIATIONS
P002	PROCESS FLOW DIAGRAM
P003	PROCESS & INSTRUMENTATION DIAGRAM - MERKLIN RESERVOIR & BOOSTER PUMPS
P004	PROCESS & INSTRUMENTATION DIAGRAM - MERKLIN RESERVOIR & BOOSTER PUMPS
P005	PROCESS & INSTRUMENTATION DIAGRAM - SODIUM HYPOCHLORITE SYSTEM
P006	PROCESS & INSTRUMENTATION DIAGRAM - AMMONIUM SULFATE SYSTEM
P201	RESERVOIR & PUMP STATION - MAIN FLOOR PLAN
P202	RESERVOIR & PUMP STATION - PIPE GALLERY FLOOR PLAN
P203	RESERVOIR & PUMP STATION - SECTION 1
P204	RESERVOIR & PUMP STATION - SECTION 2
P205	RESERVOIR & PUMP STATION - SECTION 3
P206	RESERVOIR & PUMP STATION - SECTION 4
P207	MISCELLANEOUS DETAILS - SHEET 1
P208	MISCELLANEOUS DETAILS - SHEET 2
P210	HIGH ZONE BOOSTER PUMP STATION - NEW TIE-INS - EXISTING PLAN

MECHANICAL

M200	LEGEND AND SCHEDULES
M211	BASEMENT PLAN - PLUMBING
M212	MAIN FLOOR PLAN - PLUMBING
M221	BASEMENT PLAN - FIRE PROTECTION
M222	MAIN FLOOR PLAN - FIRE PROTECTION
M231	BASEMENT PLAN - HVAC
M232	MAIN FLOOR PLAN - HVAC
M241	DETAILS - SHEET 1
M242	DETAILS - SHEET 2

ELECTRICAL

E001	ELECTRICAL - SYMBOLS AND LEGENDS
E002	ELECTRICAL - DETAILS 1
E003	ELECTRICAL - DETAILS 2
E004	ELECTRICAL - DETAILS 3
E201	ELECTRICAL - EXISTING PUMP STATION - POWER AND INSTRUMENTATION PLAN
E202	ELECTRICAL - SITE PLAN
E203	ELECTRICAL - SINGLE LINE DIAGRAM
E204	ELECTRICAL - PANEL AND LUMINAIRE SCHEDULES
E205	ELECTRICAL - FEEDER SCHEDULE
E206	ELECTRICAL - MOTOR VFD WIRING SCHEMATICS
E207	ELECTRICAL - HVAC SCHEDULE
E208	ELECTRICAL - MAIN FLOOR - POWER AND INSTRUMENTATION PLAN
E209	ELECTRICAL - MAIN FLOOR - LIGHTING AND BUILDING SYSTEM PLAN
E210	ELECTRICAL - PIPE GALLERY - POWER AND INSTRUMENTATION PLAN
E211	ELECTRICAL - PIPE GALLERY - LIGHTING AND BUILDING SYSTEM PLAN
E212	ELECTRICAL - ELECTRICAL WIRING DIAGRAMS
E213	ELECTRICAL - CONTROL PANEL LAYOUT
E214	ELECTRICAL - CONTROL ARCHITECTURE DIAGRAM
E215	ELECTRICAL - PLC I/O TERMINATIONS SHEET 1 OF 9
E216	ELECTRICAL - PLC I/O TERMINATIONS SHEET 2 OF 9
E217	ELECTRICAL - PLC I/O TERMINATIONS SHEET 3 OF 9
E218	ELECTRICAL - PLC I/O TERMINATIONS SHEET 4 OF 9
E219	ELECTRICAL - PLC I/O TERMINATIONS SHEET 5 OF 9
E220	ELECTRICAL - PLC I/O TERMINATIONS SHEET 6 OF 9
E221	ELECTRICAL - PLC I/O TERMINATIONS SHEET 7 OF 9
E222	ELECTRICAL - PLC I/O TERMINATIONS SHEET 8 OF 9
E223	ELECTRICAL - PLC I/O TERMINATIONS SHEET 9 OF 9

3. Health, Safety & Environmental Requirements

see: "ScheduleD-Item03toItem07-Compiled- IFC.pdf "

Containing the following Documents, included for reference:

- a. Monthly Contractor HS&E Management Report Form (MS21-PR06-RD1)
- b. Health, Safety and Environment Policy
- c. Contractor Health, Safety & Environmental Requirements (MS21-PRO2-RD4)
- d. Life Saving Rules (Working Safely at EPCOR)

The most current revision of the documents relating to Health, Safety and Environmental Requirements can be found on the EPCOR website at the link provided below. If in conflict, the documents on the website supersede documents provided for reference in this RFQ package.

<http://corp.epcor.com/retailers-contractors-suppliers/contractors-suppliers/pages/hse-requirements.aspx>

All documents by website reference are included in the Contract Documents

4. Alcohol and Drug Standard

see: “ScheduleD-Item03toItem07-Compiled- IFC.pdf “

Containing the following Documents, included for reference:

- a. EPCOR Alcohol and Drug Standard for Contractors (MS20-STD4-Alcohol Drug for Contractors)
- b. EPCOR Alcohol and Drug Testing Protocols (MS20-STD3-RD1)
- c. Contractor Letter (Updates to EPCOR Alcohol and Drug Standard for Contractors, Dec.15, 2010)

The most current revision of the documents relating to Alcohol and Drug Standard can be found on the EPCOR website at the link provided below. If in conflict, the documents on the website supersede documents provided for reference in this RFQ package.

<http://corp.epcor.com/retailers-contractors-suppliers/contractors-suppliers/pages/alcohol-drug-standard.aspx>

All documents by website reference are included in the Contract Documents

5. Legal Plan EPP46295

see: “ScheduleD-Item03toItem07-Compiled- IFC.pdf “

Containing the following Document:

- a) Merklin Site Legal Plan EPP46295

6. Contractor Registry PICS

see: “ScheduleD-Item03toItem07-Compiled- IFC.pdf “

Containing the following Document:

- a) Contractor Pre-Qualification Overview - PICS

7. City of White Rock Permit Application and Check List Samples

see: "ScheduleD-Item03toItem07-Compiled- IFC.pdf "

Containing the following Documents:

- a) Samples of the City of White Rock Applications and Check Lists

SCHEDULE "E"

STATUTORY DECLARATION

**TO BE MADE BY CONTRACTOR
TO ACCOMPANY APPLICATION FOR PROGRESS
PAYMENT/RELEASE OF HOLDBACKS**

CANADA

Province of
British Columbia

**In the matter of a Contract entered with
EPCOR White Rock Water Inc. ("Owner")**

by _____
_____ ("Contractor")

For project – White Rock Water System
Upgrade Phase 2 – Merklin Site

Agreement Number ~~XXXXXX~~

TO WIT:

I, _____, of the City of _____
in the Province of _____ do solemnly declare:

1. That I am _____ of the Contractor named in the Contract above mentioned and as such have personal knowledge of the facts hereunder declared, and have been authorized by the Contractor make this declaration and provide the waiver and release in paragraph 4 hereof on behalf of the Contractor.
2. That all the subcontractors, labour and accounts for materials and equipment whatsoever relating to the construction portion of the work covered by the Contract prior to Progress Claim No. _____ dated _____ attached hereto have been duly paid, except for statutory holdbacks or other holdbacks properly made on subcontracts in accordance with the terms of such subcontracts.
3. That all wages paid are in all cases the same as or above those set out in any applicable legislation.
4. That save and except the amounts claimed in the Progress Claim attached hereto, those extras and changes previously authorized in writing by the Owner or the Owner's Representative pursuant to a duly executed change order, and those claims described in full in a Schedule attached hereto (if any), which Schedule provides full descriptions of all known facts and circumstances that gave rise to each claim and the maximum amount the Contractor will claim for each claim, which maximum the Contractor agrees shall not be exceeded, the Contractor named in the above Contract hereby waives and releases the Owner from any and all claims, demands, actions and causes of action resulting from, relating to or in any way arising out of the Contract and all facts and circumstances existing prior to the date hereof, including without limitation claims for extras, changes, impacts and delays.

- 5. That all assessment under the *Workers Compensation Act* (British Columbia) have been paid and all other payments required to be made by the Contractor and for which the Owner might in any way be held responsible have been made.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the _____ of)
 _____ in the Province of)
 _____ this _____ day of)
 _____, 20 _____.) _____

 A NOTARY PUBLIC, COMMISSIONER FOR
 OATHS

NOTE 1. Where Contractor is a corporation or a partnership, declarant's position in the corporation partnership, and the corporation or partnership name should be clearly shown in No. 1.

NOTE 2. Where the Contractor is an individual he must make the declaration himself. Where the Contractor is a partnership the declaration must be made by one of the partners. Where the Contractor is an incorporated company the declaration must be made by the President, Vice-President, Secretary, Treasurer or Director. If any other person makes this declaration two copies of the by-law issued under the corporation seal, authorizing the individual to execute document, must be submitted with the first declaration on each Contract.



2000 – 10423 101 St NW,
Edmonton, Alberta
T5H 0E8 Canada
epcor.com

October 13, 2015

Graham Infrastructure LP
7216 Brown Street
Delta, BC V4G 1G8

Re: EPCOR White Rock Water Services Inc. ("EPCOR") Request for Quotation #202490 –White Rock Water System Upgrade Phase 2 – Merklin Site (the "RFQ") – extension of the 90-day reply validity and irrevocability period.

Dear Sirs and/or Madames:

We write with regard to the above-mentioned RFQ, and your reply to the RFQ.

We request that Graham extend the 90-day validity and irrevocability period requested in the RFQ and applicable to your reply, which is currently set to expire on **October 28, 2015**.

We request an extended period expiring on **November 30, 2015** (the "Revised Date").

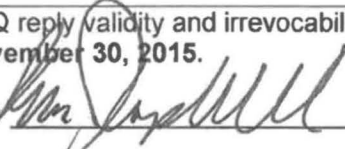
If you agree to extend your reply irrevocability period to and including the Revised Date, please execute a copy of this letter below, and return by email to WaterReplySubmissions@EPCOR.com on or prior to **October 16, 2015**.

As we have previously advised, EPCOR has entered into a purchase and sale agreement to sell the White Rock water utility assets to the City of White Rock and it is anticipated that the sale will close in the relative near future. Given this, by agreeing to the extension of the irrevocability period to the Revised Date, Graham agrees that its proposal and its obligations to enter into the Water System Upgrade Phase 2 agreement which will remain valid regardless of whether the agreement is to be entered into with EPCOR or with the City.

Any inquiries related to this extension may be directed by email to WaterReplySubmissions@EPCOR.com.

Thank you,

Tarek Hajjar, B.ScM
Manager, Procurement
Supply Chain Management
EPCOR Water Services Inc.
(780) 412-4088

RFQ reply validity and irrevocability extended to November 30, 2015 .	
Per:	
Name	<u>Bill CAMPBELL</u>
Title	<u>OPS MANAGER</u>

October 20, 2015

EPCOR
2000-10423 101 St NW,
Edmonton AB
T5H 0E8

Re: White Rock Water System Upgrade Phase 2 – Merklin Site – extension of the 90-day reply validity and irrevocability period

Tarek,

Graham has reviewed EPCOR's request and has concluded that an extension to the Validity and Irrevocability Period can be granted provided EPCOR and/or The City of White Rock will accept the revised project schedule dated October 15, 2015, and is willing to provide a relaxation to Schedule B, Article 5 Late Delivery and GC 20.4 and 20.41 as they relate to the Substantial Performance Milestone Date.

As such, we have provided a revised schedule based on a November 30, 2015 award date with an assumed issuance of the Demolition Permit. As a result of the extension request, we have concluded that we will not be able to achieve the October 31st Substantial Completion Milestone. The Substantial Completion Date as noted on the revised schedule (Dated October 15, 2015) is December 12, 2016. The revised schedule indicates that the Final Completion Milestone is not in jeopardy and will be achieved as per the contract documents no later than December 30, 2016.

Best Regards,

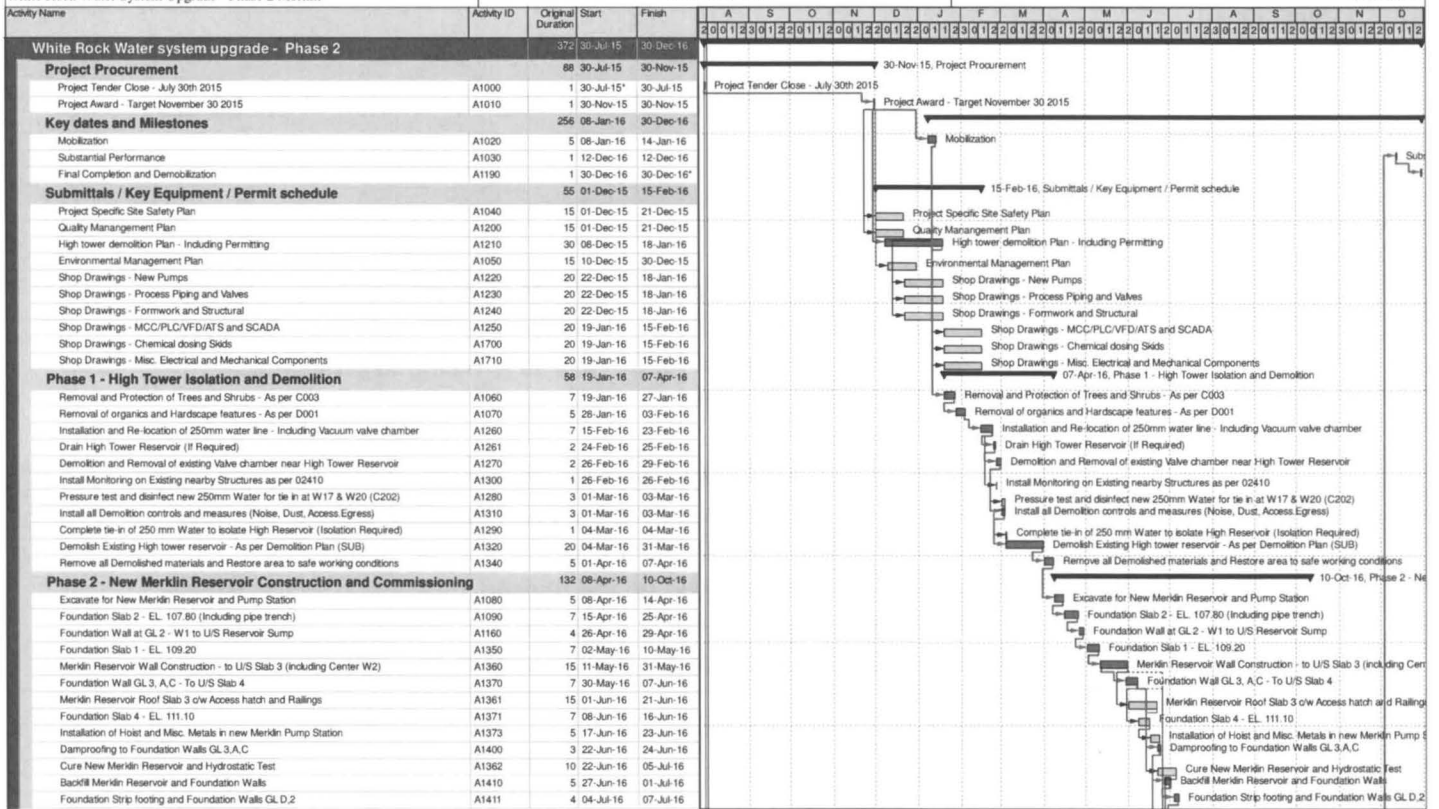


Cam Prout
Project Manager

White Rock Water System Upgrade - Phase 2 Merkin

Classic Schedule Layout

15-Oct-15 14:31



Actual Work Critical Remaining Work Summary
 Remaining Work Milestone

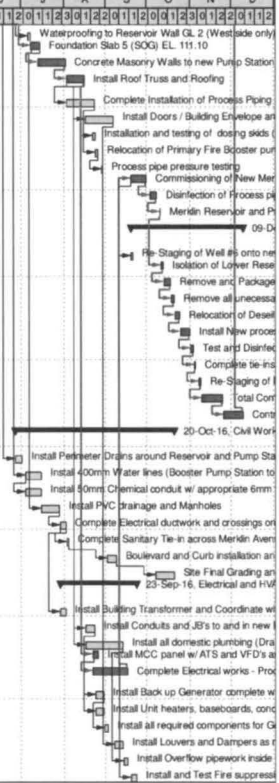
October 15, 2015

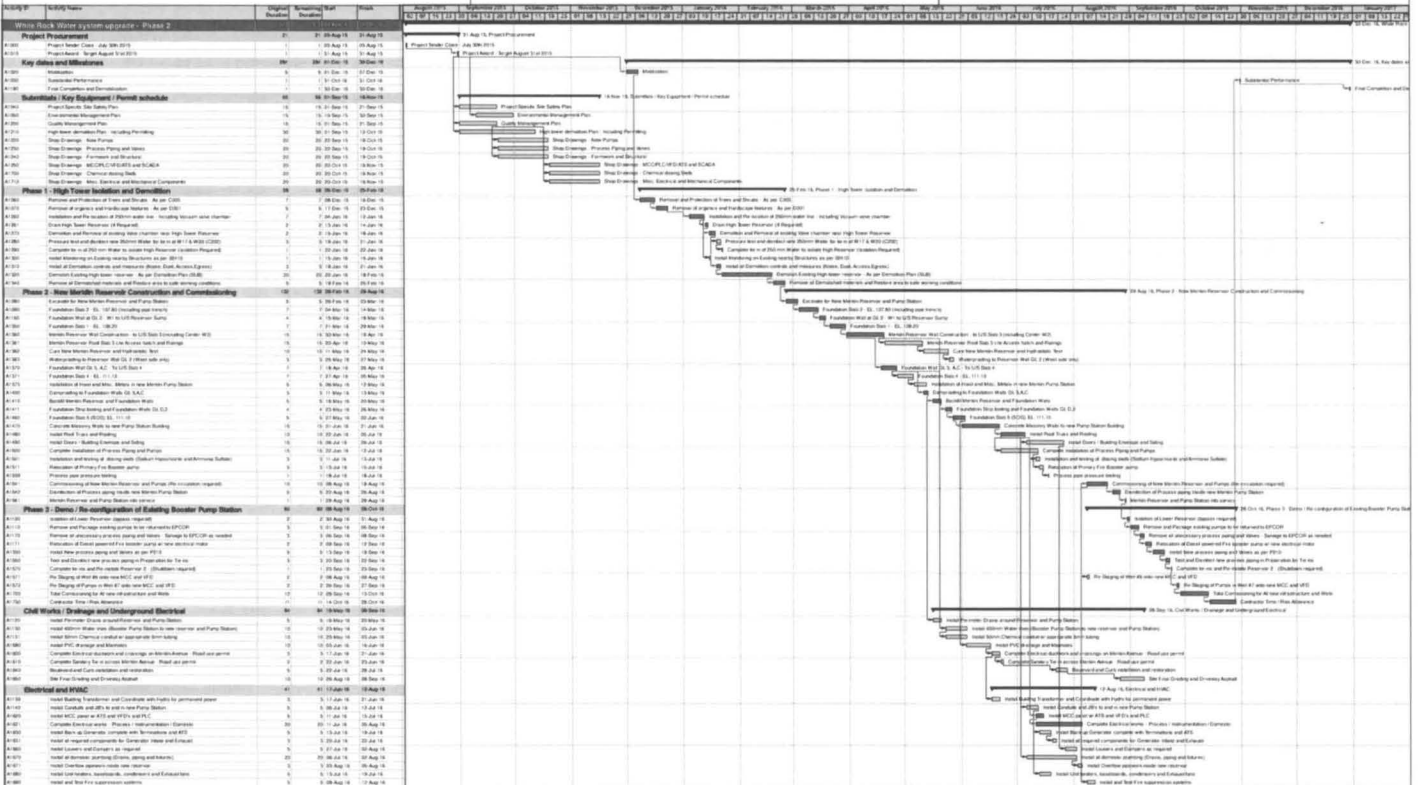
White Rock Water System Upgrade - Phase 2 Merkin


Classic Schedule Layout

15-Oct-15 14:31

Activity Name	Activity ID	Original Duration	Start	Finish	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Waterproofing to Reservoir Wall GL 2 (West side only)	A1363	3	06-Jul-16	08-Jul-16																		
Foundation Slab 5 (SOG) EL. 111.10	A1460	5	08-Jul-16	14-Jul-16																		
Concrete Masonry Walls to new Pump Station Building	A1470	15	13-Jul-16	02-Aug-16																		
Install Roof Truss and Roofing	A1480	10	03-Aug-16	16-Aug-16																		
Complete Installation of Process Piping and Pumps	A1500	15	03-Aug-16	23-Aug-16																		
Install Doors / Building Envelope and Siding	A1490	15	17-Aug-16	06-Sep-16																		
Installation and testing of dosing skids (Sodium Hypochlorite and Ammonia Sulfate)	A1501	3	22-Aug-16	24-Aug-16																		
Relocation of Primary Fire Booster pump	A1511	3	24-Aug-16	26-Aug-16																		
Process pipe pressure testing	A1539	1	29-Aug-16	29-Aug-16																		
Commissioning of New Merkin Reservoir and Pumps (Re-circulation required)	A1541	10	19-Sep-16	30-Sep-16																		
Disinfection of Process piping inside new Merkin Pump Station	A1542	5	03-Oct-16	07-Oct-16																		
Merkin Reservoir and Pump Station into service	A1561	1	10-Oct-16	10-Oct-16																		
Phase 3 - Demo / Re-configuration of Existing Booster Pump Station		60	19-Sep-16	09-Dec-16																		
Re-Staging of Well #6 onto new MCC and VFD	A1571	2	19-Sep-16	20-Sep-16																		
Isolation of Lower Reservoir (bypass required)	A1100	2	11-Oct-16	12-Oct-16																		
Remove and Package existing pumps to be returned to EPCOR	A1110	3	13-Oct-16	17-Oct-16																		
Remove all unnecessary process piping and Valves - Salvage to EPCOR as needed	A1170	3	18-Oct-16	20-Oct-16																		
Relocation of Diesel powered Fire booster pump w/ new electrical motor	A1171	2	21-Oct-16	24-Oct-16																		
Install New process piping and Valves as per P210	A1330	5	25-Oct-16	31-Oct-16																		
Test and Disinfect new process piping in Preparation for Tie ins	A1550	3	01-Nov-16	03-Nov-16																		
Complete tie-ins and Re-Install Reservoir 2 - (Shutdown required)	A1570	1	04-Nov-16	04-Nov-16																		
Re-Staging of Pumps in Well #7 onto new MCC and VFD	A1572	2	07-Nov-16	08-Nov-16																		
Total Commissioning for All new infrastructure and Wells	A1720	12	09-Nov-16	24-Nov-16																		
Contractor Time/Risk Allowance	A1730	11	25-Nov-16	09-Dec-16																		
Civil Works / Drainage and Underground Electrical		84	27-Jun-16	20-Oct-16																		
Install Perimeter Drains around Reservoir and Pump Station	A1120	5	27-Jun-16	01-Jul-16																		
Install 400mm Water lines (Booster Pump Station to new reservoir and Pump Station)	A1130	10	04-Jul-16	15-Jul-16																		
Install 50mm Chemical conduit w/ appropriate 6mm tubing	A1131	10	04-Jul-16	15-Jul-16																		
Install PVC drainage and Manholes	A1590	10	15-Jul-16	26-Jul-16																		
Complete Electrical ductwork and crossings on Merkin Avenue - Road use permit	A1600	3	29-Jul-16	02-Aug-16																		
Complete Sanitary Tie-in across Merkin Avenue - Road use permit	A1610	2	03-Aug-16	04-Aug-16																		
Boulevard and Curb installation and restoration	A1640	5	02-Sep-16	06-Sep-16																		
Site Final Grading and Driveway Asphalt	A1650	10	07-Oct-16	20-Oct-16																		
Electrical and HVAC		41	29-Jul-16	23-Sep-16																		
Install Building Transformer and Coordinate with Hydro for permanent power	A1139	3	29-Jul-16	02-Aug-16																		
Install Conduits and JB's to and in new Pump Station	A1140	5	17-Aug-16	23-Aug-16																		
Install all domestic plumbing (Drains, piping and fixtures)	A1670	20	17-Aug-16	13-Sep-16																		
Install MCC panel w/ ATS and VFD's and PLC	A1620	5	22-Aug-16	26-Aug-16																		
Complete Electrical works - Process / Instrumentation / Domestic	A1621	20	22-Aug-16	16-Sep-16																		
Install Back up Generator complete with Terminations and ATS	A1630	5	24-Aug-16	30-Aug-16																		
Install Unit heaters, baseboards, condensers and Exhaust fans	A1680	5	24-Aug-16	30-Aug-16																		
Install all required components for Generator Intake and Exhaust	A1631	3	31-Aug-16	02-Sep-16																		
Install Louvers and Dampers as required	A1660	5	07-Sep-16	13-Sep-16																		
Install Overflow pipework inside new reservoir	A1671	3	14-Sep-16	16-Sep-16																		
Install and Test Fire suppression systems	A1690	5	19-Sep-16	23-Sep-16																		





	PRIME CONTRACTOR ASSIGNMENT		RELATED DOCUMENT
	Last Reviewed: 2015 Sept. 2	Version: 00	MS21-PRO3-RD2

Once the Prime Contractor Due Diligence Assessment is completed, this form is completed to formally assign Prime Contractor status to a specific Contractor.

Prime Contractor Assignment

EPCOR has assigned the following Contractor as Prime Contractor.

_____ (Contractor name)

Description of the Scope of Work assigned to the Prime Contractor:

Location of this Contract is:

- o Legal description: _____
- o Municipal Address: _____
- o Site specific area (attach map or drawing)

Contractor Responsibilities

1. The Contractor shall, for the duration of the Work of this Contract:
 - a) Be the Prime Contractor for the Work Site.
 - b) Establish and maintain a system or process that will ensure compliance with Health and Safety legislation, as required to ensure the health and safety of all persons at the Work Site.
 - c) Ensure that first aid services, equipment and supplies required by OHS legislation are available at the Work Site.
 - d) Ensure that the equipment erected or installed by or on behalf of the Prime Contractor complies with the requirements of the OHS legislation as if the Prime Contractor was the employer.

2. The Contractor shall direct all Subcontractors, Sub-subcontractors, other Contractors, employers, Workers and any other persons at the Work Site on Health and Safety related matters, to the extent required to fulfill its Prime Contractor responsibilities regardless of:
 - a) Whether or not any contractual relationship exists between the Contractor and any of these entities.
 - b) Whether or not such entities have been specifically identified in this Contract.

Current versions of controlled documents are posted on the EPCOR intranet. Versions obtained from other locations are considered uncontrolled. It is the user's responsibility to verify that this is the current version.

PRINTED COPIES OF THIS DOCUMENT ARE VALID FOR 24 HOURS.

Date: _____ (mm/dd/yyyy)

Signature: _____
EPCOR BU Director

Contractor Company: _____ Signature: _____
Name of Contractor Company Contractor Representative

**Signed off forms and associated documentation will be sent to
Supply Chain Management and retained with contractor file.**

Current versions of controlled documents are posted on the EPCOR intranet. Versions obtained from other locations are considered uncontrolled. It is the user's responsibility to verify that this is the current version.
PRINTED COPIES OF THIS DOCUMENT ARE VALID FOR 24 HOURS.

SECTION 1

- SIGNATURE SHEET
- QUESTION AND ANSWER TEMPLATE
- EXCEPTIONS TO STANDARD FORM CONTRACT



PROVIDING MORE



White Rock Water System Upgrade Phase 2 – Merklin Site

Request for Quotation
RFQ# 202490

Appendix 2 – Response Forms

Submitted by:
Graham Infrastructure LP



July 30, 2015



EPCOR White Rock Water Inc.
Suite 203 | 15261 Russell Avenue
White Rock, BC | V4B 2P7

ATTN: Lisa Murray, Contract Analyst

RE: RFQ #202490 — White Rock Water System Upgrade Phase 2 – Merklin Site

Dear Ms. Murray,

On behalf of Graham Infrastructure LP (Graham), I am pleased to provide our response to EPCOR White Rock Water Inc.'s Request for Quotation for the White Rock Water System Upgrade Phase 2 – Merklin Site. This is an exciting project, and we are eager to join your team.

Graham has strong relationships with local sub-trades and is able to secure competitive pricing from contractors we know to be capable of completing this project, thus ensuring the construction is completed as cost effectively as possible. We also have the knowledge necessary to deliver this scope of work within budget, safely, on-time, and with the quality that will meet or exceed the expectations of all stakeholders.

Simply put, "good management" determines the success of any project and we trust you will find Graham Infrastructure LP one of the industry leaders in providing this skill through the commitment, integrity and reliability of our people. Our team is client-focused and safety-conscious, and we are committed to exceeding your expectations.

Graham is committed to being more than a contractor; we will be a contributing part of the White Rock Water System Upgrade Phase 2 – Merklin Site project team, adding value every step of the way. If you have any additional questions or require further clarifications, please feel free contact me.

Regards,

Graham Infrastructure LP, by its General Partner Graham Infrastructure Ltd.

Tony McCadden, Operations Manager
7216 Brown Street | Delta, BC | V4G 1G8
Tel: (604) 940-4500 | tonym@graham.ca

7216 BROWN STREET, DELTA BC V4G 1G8

OFFICE 604.940.4500

FAX 604.940.4502

WEB WWW.GRAHAM.CA

COMMITMENT

INTEGRITY

RELIABILITY

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APPENDIX 2 – RESPONSE FORMS REMINDER NOTICES

Submission of Reply

Proponent is to submit one (1) hard copy and one (1) electronic copy of Appendix 2 - Response Forms.

The electronic copy must be received prior to the Closing Date at the Delivery Address for Email Reply listed in section 2.1 - RFQ Details in the RFQ Main Body.

Refer to section 2.4 - Submission of Reply in the RFQ Main Body for further information.

Mandatory Reply Criteria

For a Proponent to have its Reply fully considered, the mandatory criteria must be satisfied. Replies which do not comply with the mandatory criteria, in the sole opinion of the EPCOR evaluation team, will be deemed non-responsive and will be given no further consideration.


Refer to section 4.3 - Mandatory Reply Criteria and section 4.4 - Reply Evaluation Criteria and Weighting in the RFQ Main Body for further information.

APPENDIX 2 – RESPONSE FORMS SIGNATURE SHEET

Name of Proponent (full legal name) Graham Infrastructure LP, by its General Partner Graham Infrastructure Ltd.		
Street Address 7216 Brown Street		City – Province – Postal Code Delta – British Columbia – V4G 1G8
Mailing Address 7216 Brown Street		City – Province – Postal Code Delta – British Columbia – V4G 1G8
Contact Name Tony McCadden		Contact Title Operations Manager
Telephone # (604) 940-4500	Facsimile # (604) 940-4502	Email tonym@graham.ca

Graham Infrastructure LP (the Proponent) acknowledges that it has thoroughly reviewed and complied with all documents making up this Request for Quotation, which include the RFQ Main Body, Appendix 1 - Information, Appendix 2 - Response Forms and any other attached or referenced documents or information.

Graham Infrastructure LP (the Proponent) hereby also acknowledges it has thoroughly reviewed and will comply with all EPCOR Policies and Requirements for Contractors as identified in the RFQ Main Body.

Proponent - Authorized Name Tom Cole		Proponent - Authorized Title General Manager, Regional Infrastructure
Date July 30, 2015	Signature 	

**APPENDIX 2 – RESPONSE FORMS
QUESTION AND ANSWER TEMPLATE**

**WHITE ROCK WATER SYSTEM UPGRADE
Total Water Quality Management
MERKLIN PHASE 2 RFQ # 202357
QUESTION AND ANSWER
ISSUE: E**

#	DATE	PROPONENT QUESTION	EPCOR RESPONSE
1	June 15, 2015	For Reference: Minutes and attendees from Pre-Bid Site Meeting	Refer to attached file: 20150617-TWQM-PreBidMeeting-Minutes
2	June 15, 2015	P-240 and P-260 We would respectfully request to be approved as alternate for the split case booster pumps with the Flowserve LR split case pump. This pump has been installed extensively in the BC municipal market for many decades. Flowserve is the only North American Manufacturer that offers a complete NSF-61 certification in the marketplace today ensuring compliance today and in the future. Smith Cameron Process Solutions	As per Specification 11214, Section 2.3.3. Approved equal products are acceptable.
3	June 15, 2015	P-320, P-340 & P-360 We respectfully request that the Prominent solenoid metering pump be approved as an alternate for the above referenced pumps. Epcor White Rock Water Inc. currently has the Prominent Delta solenoid metering pump and ProSIP-S chemical injection package in service in the corporation. Smith Cameron Process Solutions	As per Specification 11310 the only acceptable product is Grundfos DDA Pump with Flow Control mode FCM. No substitutions are allowed.
4	June 23, 2015	In lieu of the requested security equals to 10% of the total Contract Price, will a 10% bid bond be acceptable instead?	No, a bid bond will not be accepted.
RESPONSES ABOVE ISSUED JUNE 25, 2015			
5	June 26, 2015	In drawing D004 it indicates the removal and reuse of the identified items 3 & 4 however there doesn't appear to be an area in Schedule B - payment for work prices to list the demolition and removal of the other items identified in the high zone booster pump station. Which line item should this demolition cost be associated with?	Provide input in C.9. f) All Other Work
6	June 26, 2015	The buildings perimeter drain pipes, there doesn't appear to be a detail showing the connection of the drain tile to the new or existing storm drainage. What drawing could I find this detail?	<ul style="list-style-type: none"> • The perimeter drains connect to Sump D02 shown on drawing C201. • Concrete sump shall be Langley Concrete 900mm dia concrete sump or approved equivalent • Sump lid shall be 900mm concrete full lid with 600mm concrete inner inspection lid • Rim elevation = 111.10m • Sump floor elevation = 106.60m • Perimeter drain Invert (in) = 107.15m • 100mm sump drain invert (outlet) = 107.10m • 100mm dia connection to 150mm dia storm inv = 107.05m

APPENDIX 2 – RESPONSE FORMS

			<ul style="list-style-type: none"> Install cleanout on 150mm dia storm on upstream side of 100mm connection <p>Sump currently shown in paved area but will be moved southwards to avoid traffic loading.</p>
7	June 26, 2015	Asbestos – has the concrete in the tower being tested for asbestos? And, can we get a copy of the soil test report - for accompanying disposal of soils	<p>There is no records available indicating asbestos in the tower or the tower being tested for asbestos. Refer to Geotechnical report for soil conditions and test logs. Proponent may coordinate soil testing at site at own cost, under the direct supervision of EPCOR.</p>
8	June 30, 2015	<p>EPCOR HSE – Alcohol and Drugs Requirements for Contractors provided in the RFQ documents state the following;</p> <p><i>“In those situations when testing is required, EPCOR will allow contract workers to use the company testing program, and will not require the contractor to contract independently for a testing program. However, any Contractor accessing EPCOR’s testing infrastructure will be expected to sign a waiver (See MS20-STD4-RD2-Contractor Test Service Waiver) indemnifying EPCOR from any legal liability associated with the provision of testing services. EPCO reserves the right to bill the contractor or any reasonable and customary charges associated with providing this service.”</i></p> <p>Please advise if EPCOR intends to provide testing for this project and if so please advise if EPCOR will be billing the Contractor for providing this service and associated cost for this project?</p>	<p>EPCOR will not be providing access to the company alcohol and drug testing program or conduct any testing. It is the contractor’s responsibility to fulfill EPCORs Alcohol and Drug Requirements and coordinate and pay for this service from a qualified independent testing company of their choosing.</p>
9	July 02, 2015	If site visit was missed on June 17, 2015 is it possible to arrange a site viewing before Closing Date?	<p>Yes. An additional non-mandatory site viewing will be held at Merklin Site on Tuesday July 14th at 9am. Note this site is assessable to the public for viewing at any time. Existing pump station facility is locked, but will be open during the scheduled viewing.</p>
10	July 03, 2015	On drawing M211 please provide a material specification for the “sanitary in piping to be double-wall pipe c/w inspection sump for leak detection”.	IPEX Drain-Guard DWV (Drain Waste Vent)
11	July 03, 2015	On drawing M232 what size is the generator exhaust pipe? Also please provide a piping specification. Who is supplying the muffler?	8”ø Generator exhaust pipe to be Schedule 40 black steel, c/w. thimble installation on penetration through exterior wall. Calcium silicate insulation to be used whenever occupants can be in contact with the piping. Muffler is to be supplied with generator.
12	July 03, 2015	Please provide a piping specification for the condensate lines.	Schedule 40 PVC piping.
13	July 03, 2015	Please provide a piping specification for the venting system from the double-wall pipe.	IPEX Drain-Guard DWV


APPENDIX 2 – RESPONSE FORMS

1 4	July 06, 2015	There are portions of the specification that seem to relate to vertical turbine pumps, specifically a reference to a discharge head and a reference to stainless steel impellers. Grundfos Paco bronze fitted pumps meet NSF61. Would this material be an acceptable alternative?	Acceptable materials are listed in Section 2.4. If not available on certain product alternative materials will be considered on case-by-case basis.
1 5	July 06, 2015	Please advise if RFQ closing can be extended by 2 weeks (July 30, 2015) as the current closing date does not allow adequate time to prepare proposal.	Yes. The revised RFQ Closing Date is Thursday July 30, 2015 at 14:00:00 PST
1 6	July 06, 2015	Are the following VFD makes approved alternates for the Toshiba specified product? Schneider and Eaton	Toshiba, Rockwell (Allen Bradley), Schneider are the approved VFDs.
1 7	July 06, 2015	Are the following Generator makes approved alternates for the Cummins specified product? Cullen and Finning	Yes, they are approved.
1 8	July 06, 2015	Are the following Fire Alarm makes approved alternates for the Edwards specified Product? Simplex and Siemens	The specified equipment is to be taken as the minimum acceptable standard for quality, function, and performance. Alternate products Simplex and Siemens are acceptable
1 9	July 06, 2015	Can you confirm that the BC Hydro service fees/charges for the new service are not carried by the Contractor.	BC Hydro Service Fees are not carried by the Contractor.
2 0	July 07, 2015	As per Liability and Indemnification and Insurance Requirements Clause: 27.2.1 - Proponent are being made responsible for the Owner's property or other Contractor's property while under the care, custody and control of the Owner or other Contractors. Can we have a clarification on this requirements and what this covers?	See section 27.2 and 27.2.1 in full for clarification of what this covers. 27.2 Subject to GC 27.4, the Contractor shall be liable to and shall indemnify the Owner for all losses, damages and expenses on account of: 27.2.1 all physical damage caused by the Contractor, its Subcontractors or Suppliers or their respective employees or agents to property of the Owner or Other Contractors, or property under the care, custody or control of the Owner or Other Contractors;
2 1	July 07, 2015	In terms of the insurance requirements, we notice that there is no Builders Risk requirement, Is EPCOR going to be responsible for placing it?	EPCOR will not be placing a builders risk policy. We expect the material associated with the project and the work in progress to be insured by the installation floater as per 28.1.5
2 2	July 07, 2015	The Bank has asked us to provide " The Wording " for the Letter of Credit, please provide us with your wording or confirm that the Standard Wording used by the Bank will be sufficient?	Refer to Standard wording template attachment LC BASIC TEMPLATE 0510 cdn\$.doc
2 3	July 07, 2015	Does EPCOR need an actual letter of credit or do you just require a letter from the bank confirming that they will issue a LC if we are the successful proponent? The Bank suggests that turnaround time for issuance of LC before RFQ closing date is very difficult to attain, considering they would need at least a week if not two in order to get a LC issued. Please note also that the final bid price on which the LC is based cannot be attained until few days to closing of RFQ due to time required by Sub-contractor and vendors in sending in their quotes.	The actual Letter of Credit (LoC) from the bank is required as part of the Reply submission. If the exact contract value is not known at the time the LoC is issued, it is expected that the LoC value will be issued at 10% of a reasonable estimate of the expected total contract value.

APPENDIX 2 – RESPONSE FORMS

2 4	July 07, 2015	There are limited details on the Generator. What size is the exhaust?	See question 11																																																																																																																																																											
2 5	July 07, 2015	Div 16 spec' implies that there may be a fuel oil system, since the spec' mentions an underground fuel tank. How is this Generator fueled?	An in-base fuel tank is to be provided.																																																																																																																																																											
2 6	July 07, 2015	Booster Pumps P-240 & P260, Specification Section 11214. The HP on the Data Sheet indicates 75HP but the P&ID drawing indicates the pumps to be 60HP. Which is correct?	60HP																																																																																																																																																											
2 7	July 07, 2015	Valve sizes and valve identifications don't match comparatively between the Valve Schedule and the P&ID. Please clarify sizing and identification.	<div style="text-align: right; font-size: small;"> SECTION 15-05 PAGE 7 OF 12 JULY 2015 </div> <div style="text-align: center; font-size: x-small; margin-top: 5px;">PROCESS VALVES</div> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>Valve No.</th> <th>Valve Type</th> <th>Valve Spec No.</th> <th>Actuator</th> <th>Nominal Diameter (mm)</th> </tr> </thead> <tbody> <tr><td>BPV-108</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-109</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-115</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>400</td></tr> <tr><td>GV-120</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>400</td></tr> <tr><td>GV-121</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>GV-125</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-200</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-220</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-240</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-260</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-200</td><td>Check valve</td><td>CV01</td><td>N/A</td><td>200</td></tr> <tr><td>CV-220</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-240</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-260</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-201</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-221</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-241</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-261</td><td></td><td></td><td></td><td></td></tr> <tr><td>PSV-280</td><td>Pressure relief / recirculation</td><td>PSV01</td><td>Hydraulic</td><td>75</td></tr> <tr><td>BPV-280</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>75</td></tr> <tr><td>BPV-282</td><td></td><td></td><td></td><td></td></tr> <tr><td>PSV-285</td><td>Pressure relief / anti-siphon</td><td>PSV02</td><td>Hydraulic</td><td>100</td></tr> <tr><td>BPV-285</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>100</td></tr> <tr><td>BPV-287</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-291</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>300</td></tr> <tr><td>BPV-292</td><td></td><td></td><td></td><td></td></tr> <tr><td>GV-296</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>TF-800</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>300</td></tr> <tr><td>TF-801</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>150</td></tr> <tr><td>TF-802</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>200</td></tr> </tbody> </table> <div style="text-align: right; font-size: x-small; margin-top: 5px;"> PROJECT NO. 1115844 ISSUED FOR TENDER </div>	Valve No.	Valve Type	Valve Spec No.	Actuator	Nominal Diameter (mm)	BPV-108	Butterfly valve	BP01	Hand wheel	200	BPV-109	Butterfly valve	BP01	Hand wheel	200	BPV-115	Butterfly valve	BP01	Hand wheel	400	GV-120	Gate Valve	GV01	Hand wheel	400	GV-121	Gate Valve	GV01	Hand wheel	200	GV-125	Gate Valve	GV01	Hand wheel	200	BPV-200	Butterfly	BP01	Hand wheel	200	BPV-220					BPV-240					BPV-260					CV-200	Check valve	CV01	N/A	200	CV-220					CV-240					CV-260					BPV-201	Butterfly	BP01	Hand wheel	200	BPV-221					BPV-241					BPV-261					PSV-280	Pressure relief / recirculation	PSV01	Hydraulic	75	BPV-280	Butterfly	BP01	Hand wheel	75	BPV-282					PSV-285	Pressure relief / anti-siphon	PSV02	Hydraulic	100	BPV-285	Butterfly	BP01	Hand wheel	100	BPV-287					BPV-291	Butterfly	BP01	Hand wheel	300	BPV-292					GV-296	Gate Valve	GV01	Hand wheel	200	TF-800	Tableflow	TF01	N/A	300	TF-801	Tableflow	TF01	N/A	150	TF-802	Tableflow	TF01	N/A	200
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2 8	July 07, 2015	Valve sizing in the valve schedule doesn't match the P&ID's (See Valve Schedule.pdf Attached)	<div style="text-align: right; font-size: small;"> SECTION 15-05 PAGE 1 OF 12 JULY 2015 </div> <div style="text-align: center; font-size: x-small; margin-top: 5px;">PROCESS VALVES</div> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>Valve No.</th> <th>Valve Type</th> <th>Valve Spec No.</th> <th>Actuator</th> <th>Nominal Diameter (mm)</th> </tr> </thead> <tbody> <tr><td>BPV-108</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-109</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-115</td><td>Butterfly valve</td><td>BP01</td><td>Hand wheel</td><td>400</td></tr> <tr><td>GV-120</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>400</td></tr> <tr><td>GV-121</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>GV-125</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-200</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-220</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-240</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-260</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-200</td><td>Check valve</td><td>CV01</td><td>N/A</td><td>200</td></tr> <tr><td>CV-220</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-240</td><td></td><td></td><td></td><td></td></tr> <tr><td>CV-260</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-201</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>BPV-221</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-241</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-261</td><td></td><td></td><td></td><td></td></tr> <tr><td>PSV-280</td><td>Pressure relief / recirculation</td><td>PSV01</td><td>Hydraulic</td><td>75</td></tr> <tr><td>BPV-280</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>75</td></tr> <tr><td>BPV-282</td><td></td><td></td><td></td><td></td></tr> <tr><td>PSV-285</td><td>Pressure relief / anti-siphon</td><td>PSV02</td><td>Hydraulic</td><td>100</td></tr> <tr><td>BPV-285</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>100</td></tr> <tr><td>BPV-287</td><td></td><td></td><td></td><td></td></tr> <tr><td>BPV-291</td><td>Butterfly</td><td>BP01</td><td>Hand wheel</td><td>300</td></tr> <tr><td>BPV-292</td><td></td><td></td><td></td><td></td></tr> <tr><td>GV-296</td><td>Gate Valve</td><td>GV01</td><td>Hand wheel</td><td>200</td></tr> <tr><td>TF-800</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>300</td></tr> <tr><td>TF-801</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>150</td></tr> <tr><td>TF-802</td><td>Tableflow</td><td>TF01</td><td>N/A</td><td>200</td></tr> </tbody> </table> <div style="text-align: right; font-size: x-small; margin-top: 5px;"> PROJECT NO. 1115844 ISSUED FOR TENDER </div>	Valve No.	Valve Type	Valve Spec No.	Actuator	Nominal Diameter (mm)	BPV-108	Butterfly valve	BP01	Hand wheel	200	BPV-109	Butterfly valve	BP01	Hand wheel	200	BPV-115	Butterfly valve	BP01	Hand wheel	400	GV-120	Gate Valve	GV01	Hand wheel	400	GV-121	Gate Valve	GV01	Hand wheel	200	GV-125	Gate Valve	GV01	Hand wheel	200	BPV-200	Butterfly	BP01	Hand wheel	200	BPV-220					BPV-240					BPV-260					CV-200	Check valve	CV01	N/A	200	CV-220					CV-240					CV-260					BPV-201	Butterfly	BP01	Hand wheel	200	BPV-221					BPV-241					BPV-261					PSV-280	Pressure relief / recirculation	PSV01	Hydraulic	75	BPV-280	Butterfly	BP01	Hand wheel	75	BPV-282					PSV-285	Pressure relief / anti-siphon	PSV02	Hydraulic	100	BPV-285	Butterfly	BP01	Hand wheel	100	BPV-287					BPV-291	Butterfly	BP01	Hand wheel	300	BPV-292					GV-296	Gate Valve	GV01	Hand wheel	200	TF-800	Tableflow	TF01	N/A	300	TF-801	Tableflow	TF01	N/A	150	TF-802	Tableflow	TF01	N/A	200
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APPENDIX 2 – RESPONSE FORMS

2 9	July 8, 2015	Appendix 2 Response Forms Security • Letter of credit from a financial institution having a senior, unsecured long-term credit rating of not less than A by S&P or equivalent rating agency expiring no earlier than 120 days from submission deadline. EPCOR shall surrender the Reply Security to each Proponent that are not successful within seven business days of being notified. The successful proponent will be required to maintain this security for the duration of the project.	Delete the last sentence "The successful proponent will be required to maintain this security for the duration of the project."
3 0	July 8, 2015	Will EPCOR/City of White Rock be pre-purchasing any of the equipment that is required to fulfill this contract?	No.
RESPONSES ABOVE ISSUED JULY 08, 2015			
3 1	June 26, 2015	In the Stantec Geotechnical Assessment section 3.0 it states the base will be 1.5 to 2.0m below current site grade at el 110.00, and in 6.9 it recommends a 1H: 1V slope around all sides with polyethylene sheeting. The current site grade appears to be between EL 111.0 & 111.6 which will result in the excavation up to the approximate depth of 4.5 Does Stantec have a recommendation for excavation as the site limitation may not allow to accommodate the suggestion 1H:1V slope and there is an existing reservoir in close proximity in the south side.	The reservoir will generally have approximately 2.5m excavation depth and the pump station pipe gallery will have approximately 3.6 m excavation depth. Only the south side of the new reservoir excavation will be in close proximity to a limited portion of the existing circular reservoir. At this location current site grade is approx. 110.25 which results in a 1.5 m excavation depth. There is sufficient distance between the existing and new reservoir to allow for a 1H:1V excavation.
3 2	June 26, 2015	Clarification on notes in section in the Instrument Index in section 17700 Under Supp. Code it has "by vender" for a couple of booster pumps and shower high flow switch – does this mean Epcor supplies these items?	Supplied by the motor vendor; flow switch can be supplied by the safety shower vendor
3 3	June 30, 2015	Please advise if there are any known asbestos containing material and other hazardous materials present in the High Zone Booster Pump Station or at other locations at site and in the event of their presence or if encountered during the proposed demolition and removal works, who will be responsible for their handling, removal and disposal?	There is no records available indicating asbestos in the High Zone Booster Pump Station or other site locations. If asbestos is encountered, EPCOR will reimburse contractor for cost of handling / removal / disposal of asbestos material.
3 4	July 06, 2015	Please provide and instrumentation Spec sheet for the type "AIT-5" instrument listed in the instrument index.	ISS sheet is attached  AIT-5.pdf
3 5	July 8, 2015	Is it possible to use a variable frequency drive other than Toshiba? I.E. A.B.B. OR ROCKWELL?	Toshiba, Rockwell (Allen Bradley), Schneider are the approved VFDs.
3 6	July 8, 2015	SECTION 17701, INSTRUMENTATION SPECIFICATION SHEETS AIT-2 and AIT-4 are listed as Hach CL17 FOR BOTH SPECIFICATIONS. Is this correct?	Yes.
3 7	July 8, 2015	SECTION 17701, INSTRUMENTATION SPECIFICATION SHEETS, I cannot locate a Specification Sheet for AIT-305, AIT-306, Chlorine Gas Indicating Transmitter, would it be possible for the required Instrument sheet to be posted?	Yes, see answer for 34.

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3 8	July 8, 2015	SECTION 17701, INSTRUMENTATION SPECIFICATION SHEETS, I don't see a Specification for the Flow Switch located in the Emergency Eye Wash, would it be possible for the required Instrument sheet to be posted?	See answer to question 32
3 9	July 8, 2015	We would like to propose Grundfos Paco KP pumps as an equal to the specified booster pumps. Paco Pumps have a long history and have been installed successfully in many areas around the province We have attached information on this equipment. Please contact us if you have any questions. Regards, Fred Partridge B.Sc. Technical Sales - Engineered Pump Systems Corix Water Products LP – Pump Division 19900 84th Avenue, Langley, BC V2Y 3C2 (DD) 604-455-3577 (Cell) 778-870-7576 www.corix.com	Shop drawings will be reviewed upon submittal.
4 0	July 8, 2015	Are there any Pre-qualified contractors for this RFQ?	There are 3 pre-qualified demolition contractors. Prequalified demolition contractors are listed in specification 02410
4 1	July 8, 2015	The specifications state that Div. 17 is to be read in conjunction with Div 11(Process Equipment) 1) Whom is responsible for the supply of the Process Equipment (Div.15)? 2) As Div. 17 is the Instrument & Controls, is there a specified Controls contractor?	General contractor responsible to supply all equipment and sub contractors
4 2	July 8, 2015	Sect. 17500 1.56.1 PCS Subcontractor The listed Subcontractors are Vector (Alberta) & PLC Tech (Surrey). PLC Tech , Darryl has told us that he will not Bid to the City of White Rock / EPCOR. Is there a "LOCAL" contractor that has been previously approved to complete this work?	EPCOR will accept other PCS Subcontractors but it will be subjected to approval by Owner; please submit contractor information including key personnel and relevant project experience in your RFQ Reply submission.
4 3	July 8, 2015	One of my Distributors has been in contact with Schneider Electric with regard to this RFQ, and was informed as of late yesterday that they were unsure as to whether or not they would be quoting this job. Has EPCOR/City of White Rock approved any other Manufacturer's for this tender?	Approved equivalent will be allowed
4 4	July 9, 2015	Schedule B indicates change orders shall be paid at material/subcontractor cost plus 5%. 5% is insufficient to cover overhead. Will EPCOR consider 10%+10% for overhead and profit?	Change orders shall be paid at material / subcontractor cost plus 5%.
4 5	July 9, 2015	Can the contractor follow their own safety program or must they adopt all of EPCOR's requirements posted at http://corp.epcor.com/retailers-contractors-suppliers/contractors-suppliers/Documents/EPCOR-HSE-Requirements.pdf .	The Contractor may follow own safety program on condition it meets or exceeds EPCOR's HSE program. Components that do not meet this requirement must be revised to meet the EPCOR HSE Standard, or adopt the EPCOR HSE Standard.
4 6	July 9, 2015	The EPCOR Drug and Alcohol Standard indicates that all contractor and subcontractor staff must undergo and pass drug and alcohol testing except for temporary visitors, and consultants. If a subcontractor is onsite for 2 days or less are they also exempted?	All subcontractors regardless of the duration on site must comply with the EPCOR Drug and Alcohol Standard.
4 7	July 9, 2015	When does EPCOR expect to acquire the building permit? Will the contractor be compensated (personnel/ equipment standby) if work is delayed because of delays in acquiring the building permit following notice to proceed?	The Building Permit (BP) is issued by the City concurrently with the Tree Management Permit (TMP) and the Demolition Permit (DP). The Contractor is responsible for the DP, EPCOR is



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			responsible for the BP and TMP. Both the BP and TMP are expected to be ready for issuance prior to the December 1, 2015 Milestone Date for the start of construction. It is expected that the Contractor will submit the DP application to the City well in advance of this date to allow the City to issue all Permits prior to December 1, 2015. No site work will be allowed until all permits are in place.
4 8	July 9, 2015	EPCOR has specified an extended 2 year door to door warranty period. Most suppliers specified in the contract documents are only providing a 1 year parts warranty. Is the contractor required to cover any gaps in warranty such as removing, disassembling and reassembling equipment that must be sent for repairs?	The extended 2 year door to door warranty is required.
4 9	July 9, 2015	Some areas of the specification indicated a different warranty period than 2 year warranty in the general conditions. For example, a 50 year warranty is specified for siding and 15 years for roofing but only 1 year for HVAC. Does the 2 year warranty in the general conditions supersede the specifications?	Minimum 2 year door to door warranty is required on all project components except for items where warranties greater than 2 years are required (roofing, etc.). For these items the more stringent warranty is required.
5 0	July 9, 2015	Please provide a section(s) or elevation showing all yard piping and conduits between Merklin Street and the reservoirs. This area is congested and it is unclear how deep some lines are or if there will be conflicts.	Sufficient information has been provided; inverts and pipe elevation shown on various drawings that allow to determine excavation quantities
5 1	July 9, 2015	The sodium hypochlorite metering pumps are sized for 1-12LPH, while the ammonium sulphate pumps are sized for 1-30 LPH. This appears to be backwards considering much more (3.6x) sodium hypochlorite (12%) needs to be added than ammonium sulphate (40%).	There is a change in the ammonium sulfate sizing. It will be rated at 1-12 LPH. Updated drawings will include P002 and P006
5 2	July 9, 2015	Only 4 drums of sodium hypochlorite and 4 drum containment are shown on the drawings. Considering the flow this seems inadequate. Shouldn't bulk storage be considered? Or 10-25 drums?	The number of sodium hypochlorite drums should be increased to eight (8) drums in total.
5 3	July 9, 2015	Are injection quills required for all sodium hypo and ammonium sulfate injection ports? None are specified.	Yes, injection quills are required at all sodium hypo and ammonium sulfate ports.
5 4	July 9, 2015	Tritech Group Ltd. requests to be added to the list of acceptable PCS subcontractors under specification section 17500 1.5.1.	See answer to Question 42.
5 5	July 9, 2015	Ref specs section 14301 for the monorail hoist, the structural drawings & process drawings indicates that the monorail is to be 1.5 tonne capacity. The specified hoist supplier asks: A) Could you please confirm that the hoist is also 1.5 tonne capacity as the specs did not have this information. B) Also could you please specify the lift height for the hoist?	A) Hoist must have 1.5 tonne capacity B) Lift height is shown on S-207
5 6	July 9, 2015	P&ID-P003 Shows a static mixer. This mixer is not defined in the specification. Is it being relocated or is it new? Please clarify and provide specification if it is to be supplied new.	Static mixer is described in Section 15054, Part 2.6
5 7	July 9, 2015	Drawing C202 indicates that there is a 50mm pipe sleeve over the 19mm PVC chemical line from the disinfection pump room to the existing booster station. However the process drawings P101, 102 & the P&ID's all indicate 20mm pipe sleeve over 6mm tubing. Please clarify which sizes are correct and if we are to carry double wall containment through-out. Buried and inside	This detail will be updated. Please use details on process drawings as per P004 for instance – 20 mm PVC sleeve over 6 mm tubing

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5 8	July 9, 2015	<p>No Information for Generator Exhaust system or Fuel Oil system is given on the drawings or specifications for Div. 15. All that was supplied in the drawing package was a detail on M242 which does not include any size for the Exhaust & on M232 a height was given for AFF. Section 16600 2.6 may or may not allude to an underground storage tank for the Fuel system. Section 16600 of the spec .otherwise reads like the generator is to be a complete package until you reach clause 3.1.9 under the Generator description where responsibility is then placed with Div. 15. If there is an underground tank there would have to be fuel oil piping. Please supply complete info about Generator; whether there is to be a fuel oil system to be installed and what size? What is the size of the Generator exhaust and what is being proposed to be supplied from the Generator supplier? (i.e. Muffler, flex connectors, fuel oil tank on skid, etc.)</p>	<p>Size of generator exhaust see question 11. Filling of fuel tank to be confirmed with Owner. The intent is to have manual filling inside the building. The fuel tank is not underground.</p>
5 9	July 9, 2015	<p>The pipe specification for Raw & Potable water seems a little unclear in that for both DI & SS the size range does not include 400mm. Drawings P-202 & P-210 both have 400mm pipe indicated. The implication of the specification seems to be that the preference is to have DI outside & SS inside. Please confirm that the specs for both DI & SS are to include the 400mm pipe size. Is it permissible to use 400mm SS pipe to construct the new header in the existing pump house as indicated on P-210 or is it preferred that the new piping match the existing DI piping indicated in the photos?</p>	<p>Please use stainless steel inside the building and ductile iron outside/buried. The diameters in the spec section will be revised. The material for water system is specified also on drawing C202.</p>
6 0	July 9, 2015	<p>P&ID-P003 has two assemblies for Backpressure Regulators Self-contained (BPV), c/w rotameters and Analytical Elements. Please clarify specification & sizing for these specialty items within the assemblies</p>	<p>Please see Section 15054 Part 2.5</p>
6 1	July 13, 2015	<p>The Fault level? In the specifications we found a number of different Fault levels. Please advise what Fault Level you require.</p> <ul style="list-style-type: none"> • <u>Drives =20 KAIC or 25KA</u> <ul style="list-style-type: none"> ○ 2.6 Protection Systems: <ul style="list-style-type: none"> .1 The drive shall be capable of withstanding up to 25kA symmetric short circuit current. <u>Input Data:</u> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Voltage: 600 Phase 3 Frequency: 60 Hz <input checked="" type="checkbox"/> Systems Transformer: 750 kVA (est.) Impedance: 5% (est.) System Neutral: <input checked="" type="checkbox"/> Grounded <input type="checkbox"/> Ungrounded <input type="checkbox"/> Resistance Grounded Amp Short Circuit Level: 20 kA Sym RMS on 600 V side • <u>ATS 42kA</u> <ul style="list-style-type: none"> ○ <u>AUTOMATIC TRANSFER SWITCH</u> 2.1.5 Transfer switch equipment shall have a withstand closing rating (WCR) in RMS symmetrical amperes greater than the available fault current, and of at least 42 kA. • <u>MCC your single line and spec shows 65kA</u> <ul style="list-style-type: none"> ○ <u>600V, 800A, 3Ø, 3W, 65kA SYM.</u> ○ <u>PART 2 PRODUCTS</u> 2.1 <u>MCC</u> 2.1.1 The unit shall be single sided, front access sections, Class 1 Type B construction, 600V, 800A bus, 3 phase, 3 wire, 65kA rated as detailed on the contract drawings. It shall include starter sections, breaker sections, VFD sections and spare/blank sections as indicated on drawings. 	<p>MCC will be rated 65KA ATS will be rated 42kA Drives and all breakers will be rated 25KA.</p>



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6 2	July 13, 2015	<p>You have specified Toshiba H9 VFD, We are trying to get physical data on the Toshiba Drives but it is very difficult to find does Stantec have this? Especially with the Harmonic Filters added we seriously doubt they will fit in the space we planned around.</p> <p style="margin-left: 40px;">2.2.19 Acceptable Manufacturers for Variable Frequency Drives as supplied by one of the following acceptable manufacturers</p> <ul style="list-style-type: none"> • .1 Toshiba H9, with harmonic filters (or owner approved equivalent) to limit harmonic distortion as specified herein. 	See answer to 64.
6 3	July 13, 2015	<p>To meet the IEEE 519 standard we will need to use an Active filter with the VFD connected load of 550 HP on a 750 kVA transformer. Did you allow space for an ACCUSINE Active Filter in the electrical room layout?</p>	Specification calls for passive line filters in VFD compartment.
6 4	July 13, 2015	<p>Your specification indicates Toshiba H9 drives. These drives are rated for 480 Volts maximum and there is no 600V version. We contacted the local Toshiba distributor who suggested we quote Toshiba AS1 drives which are 600V rated. Please confirm this is satisfactory to you.</p>	Toshiba AS1 drives are acceptable.
6 5	July 13, 2015	<p>Do you know what are the physical dimensions of the existing Siemens VFD's drives you plan to move into the MCC. We do not have any reference of space required. Are we to provide empty sections? If so what size?</p> <p style="margin-left: 40px;">12. EXISTING WELL PUMP #6 SIEMENS MICROMASTER 440 VFD, AND WELL PUMP #7 SIEMENS G130 VFD TO BE REMOVED FROM EXISTING OUTDOOR ENCLOSURE AND REFURBISHED IN NEW MCC-6A LINEUP. CONTRACTOR SHALL INVESTIGATE AND REPLICATE ALL EXISTING CONTROL FUNCTIONALITY, AND PROVIDE COMPLETE AS-BUILT DRAWINGS OF VFDS.</p>	Contractor to provide empty sections. The VFDs are not accessible but this information will be confirmed during construction.
6 6	July 13, 2015	<p>Please clarify the piping specification for the main water system. The only information I can find is in the pump schedule and lists the commodity as "potable water". If I reference the pipe specification table in section 15055, potable water is SS. Is this piping stainless steel? Also the pipe sizes referenced on the table to not include the 400mm pipe. Please clarify.</p>	Ductile iron outside of structures and buried. Stainless steel inside the structures. The pipe diameter info on the spec will be revised. The material for water system is specified also on drawing C202.
6 7	July 13, 2015	<p>What is the specification for the sodium hypochlorite and ammonium sulfate 6mm tubing? Is it schedule 80 PVC?</p>	Acceptable products include PE, PVC, polyurethane, nylon, PTFE or other materials that are compatible with chemicals being used.
6 8	July 13, 2015	<p>On drawing P004 valve BFV-281 is shown but not listed in the process valve schedule in section 15100. BFV-280 is shown on the schedule but not on the drawings. Is this the same valve?</p>	<p>Yes, it is the same valve.</p> <p style="text-align: center;"> 15100 Process Valves update July 15!</p>
6 9	July 13, 2015	<p>In the process valve schedule in section 15100 the following valves are listed but not shown on the drawings. Are these valves required?</p> <ul style="list-style-type: none"> a. PSV-285 b. BFV-286 c. BFV-287 	<p>These valves are not required</p> <p style="text-align: center;"> 15100 Process Valves update July 15!</p>
7 0	July 14, 2015	Changes/Additions to Design	<p>Well Pump #6 and #7 Transfer From Existing Pump Station</p> <p>Contractor shall provide all temporary power distribution, motor control, instrumentation and programmable logic control elements required for full transfer of WP-6, and WP-7 VFDs from existing</p>



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			<p>pump station to new pump station during construction. Contractor is responsible for coordinating all temporary power requirements with BC Hydro. Contractor shall coordinate this work with water system operator and ensure that the timing and duration of outages do not impact water system delivery.</p> <p>Contractor shall submit a written plan at least thirty (30) days before transfer of pumps commences for how construction sequencing, temporary power and shutdowns will be completed for review and approval by the Engineer.</p>
7 1	July 14, 2015	Changes/Additions to Design	All electrical work must adhere to current addition of CSA 22.1 at time of construction.
7 2	July 14, 2015	Changes/Additions to Design	<p>XV-012 in Existing Pump Station Contractor to remove existing pilot system and install a 136-03 conversion kit. Install a X105ICW limit switch assembly and connect to SCADA.</p> <p>All by CLA-VAL.</p>
7 3	July 14, 2015	Changes/Additions to Design	<p>Instrumentation PIT-1 – No alternatives FIT-1 – No alternatives</p> <p>Approved alternates will be allowed where "No alternates" not specified.</p>
7 4	July 14, 2015	Changes/Additions to Design	<p>Existing Well Pump VFDs During testing and commissioning of existing WP-6 and WP-7 VFDs, contractor shall measure and record harmonic content to ensure that it is in compliance with IEEE 519. Include test results in O&M manuals.</p>
7 5	July 14, 2015	Changes/Additions to Design	Provide a 600A 100% rated generator breaker.
7 6	July 14, 2015	Changes/Additions to Design	Include all controls as indicated on drawing E207. Equipment labelled as 2 speed and or interlocked are to be controlled by the PLC. Contractor to supply any I/O, interposing relays, wiring, and associated equipment.
7 7	July 14, 2015	Changes/Additions to Design	DHW-1 requires a disconnect. EF-1 has increases size to 1.5 hp FC-1, and FC-2 will require a breaker size of 50A/2P, cable size of #8.
7 8	July 14, 2015	Changes/Additions to Design	<p>Lighting Two 'FA' fixtures added in Pump Room. Three 'FA' fixtures added in Genset Room</p>

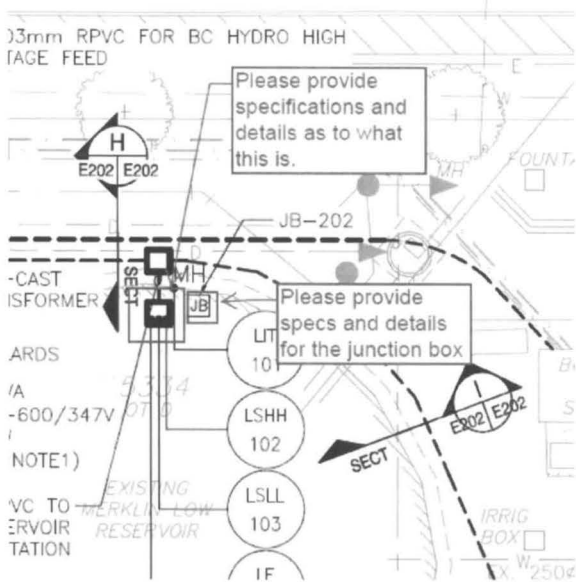
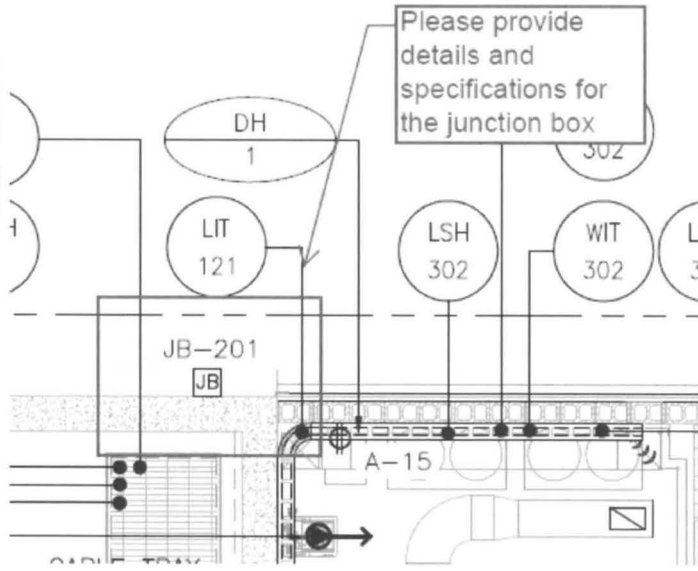

APPENDIX 2 – RESPONSE FORMS

7 9	July 14, 2015	Changes/Additions to Design	<p>Existing Well Pump #6 and #7 Pressure Transducers Additional analog I/O card, wiring, and conduit runs required to accommodate these instruments.</p>
8 0	July 14, 2015	Changes/Additions to Design	<p>Cable Schedule Generator requires two power cables, 2 X 4C350MCM.</p> <p>1PR #16 TPSH +G RW90 shall be used for Well Pump 6 and 7 flowmeter and pressure transducers each.</p> <p>2C#12 AWG + G RW90 shall be used for Well Pump 6 and 7 flowmeter power.</p>
8 1	July 14, 2015	Changes/Additions to Design	An inline 3A Fast-Blow fuse will be added on the Discrete Output Channels.
8 2	July 14, 2015	Changes/Additions to Design	<p>See attached drawing E-202 for changes, including duct routing, Hydro and Telus run information.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p>111700444_E202.pd f 414-U07-06432.pdf</p>
8 3	July 14, 2015	<p>Request clarification from the mechanical consultant, how they plan to meet NFPA 13 2013 edition requirements with only a 2" incoming pipe feeding both fire and domestic requirements for the building, also there is an EW/ESH-1 that has not been specified on the drawings.</p> <p>NFPA 13:</p> <p style="padding-left: 40px;">24.1.3 Size of Fire Mains.</p> <p style="padding-left: 40px;">24.1.3.1 Except as provided in 24.1.3.2, no pipe smaller than 6 in. (150 mm) in diameter shall be installed as a private service main.</p> <p style="padding-left: 40px;">24.1.3.2 For mains that do not supply hydrants, sizes smaller than 6 in. (150 mm) shall be permitted to be used subject to the following restrictions:</p> <p style="padding-left: 80px;">(1) The main supplies only automatic sprinkler systems, open sprinkler systems, water spray fixed systems, foam systems, or Class II standpipe systems.</p> <p style="padding-left: 80px;">(2) Hydraulic calculations show that the main will supply the total demand at the appropriate pressure. Systems that are not hydraulically calculated shall have a main at least as large as the system riser.</p> <p style="padding-left: 40px;">24.1.3.3* When a single main less than 4 in. (100 mm) in diameter serves both domestic and fire systems, the domestic demand shall be added to the hydraulic calculations for the fire system at the point of connection unless provisions have been made to isolate the domestic demand.</p>	<p>We noted this request. Please proceed to price your submission based on 2 inch line. We will provide hydraulic calculations and more details for the next Q&A issue.</p>
8 4	July 14, 2015	Changes/Additions to Design	S207, Section D - add 15M @ 200 reinforcement between SLB4 and SLB5.at GLC. Length = 1550 mm.




APPENDIX 2 – RESPONSE FORMS

8 5	July 14, 2015	Changes/Additions to Design – updated drawings	 111700444_Adden1. pdf
8 6	July 14, 2015	Changes/Additions to Design	Include trapping hood in catch basins.
8 7	July 14, 2015	For Reference: Minutes and attendees from Pre-Bid Site Meeting No.2	Refer to attached file:  20150714-MerklinPh 2-PrebidMeetingNo2-
RESPONSES ABOVE ISSUED JULY 16, 2015			
8 8	July 17, 2015	Drawing E202, Detail G calls for the 3 x 78mm conduits. The callout for the conduits asks for 2 x 103mm conduits. Please clarify.	See new drawing issued for duct runs.
8 9	July 17, 2015	FC-1 & FC-2 on Drawing E207 state it has a MCA of 31.2 amps. The panel directory on drawing E204 has them on a 2 pole 15 amp breaker. Please clarify.	Refer to answer 77.
9 0	July 17, 2015	Drawing E208, please clarify the location of DH-1.	DH-1 is shown at the north west end of the Sodium Hypo Room on E208. See mechanical drawings if more information is required.
9 1	July 17, 2015	Drawing E209, South end of the Sodium Hypochlorite room, there are two FA symbols with no fixtures shown. Please verify these symbols are not to be there.	These two symbols are not needed.
9 2	July 17, 2015	Please provide the locations for the electrical connections for the flow and tamper switches on drawings E209 and E211.	The tamper and flow switch will be on the main floor as per the components are noted on detail 4 on mechanical drawing 242.
9 3	July 17, 2015	Please see below (from drawings E202 & E208).	Reservoir Hatch is being shown. Refer to Detail V on dwg. E0004 for information on junction box.




APPENDIX 2 – RESPONSE FORMS

		 <p>33mm RPVC FOR BC HYDRO HIGH PAGE FEED</p> <p>Please provide specifications and details as to what this is.</p> <p>JB-202</p> <p>Please provide specs and details for the junction box</p> <p>CAST IRON TRANSFORMER</p> <p>ARDS</p> <p>1/A</p> <p>-600/347V</p> <p>NOTE1)</p> <p>VC TO MERKLEIN LOW RESERVOIR</p> <p>EXISTING</p> <p>IRRI BOX</p> <p>W. 250</p> <p>SECT</p> <p>E202 E202</p> <p>LIT 10</p> <p>LSHH 102</p> <p>LSLL 103</p> <p>IF</p>	
		 <p>Please provide details and specifications for the junction box</p> <p>DH 1</p> <p>LIT 121</p> <p>JB-201</p> <p>LSH 302</p> <p>WIT 302</p> <p>L 3</p> <p>A-15</p>	
9 4	July 17, 2015	<p>Please provide more details for the materials required to build the Sodium Thiosulphate Cage for the dechlorination chamber as shown on drawing P208. (see attached)</p> <p style="text-align: center;">  Sodium Thiosulphate Cage Detail.pdf </p>	<p>As indicated on the drawing the sodium thiosulfate cage is made of stainless steel 340L or equal</p>


APPENDIX 2 – RESPONSE FORMS

9 5	July 17, 2015	Please clarify if The chemical tanks TNK-300 & TNK-400 are to be permanent tanks and the three spares are supplied & changed out by the chemical supplier to fill tanks TNK-300 & 400	No, these are typical 55 gallon drums
9 6	July 17, 2015	Drawing P204 section shows the chemical drums elevated, while S202 shows no structure propping it up. P005 & P006 also indicate some kind of containment with an alarm. Please clarify the chemical containment strategy, since there is none specified for any secondary containment systems (spill containment pallets, curbs, etc.)	Please use typical spill containment pallet such as for instance http://www.spillcontainment.com/standard-spill-containment-pallets
9 7	July 17, 2015	Duplex Sanitary Sewage Sump Pumps are identified in the specifications in Section 15401 2.3. 2.3.8 refers to the Mechanical Drawings yet the pumps are not identified in the schedule nor do they show up on any drawing. Please clarify the location and quantity of the Sump Pumps to be installed.	No sump pumps for this project
9 8	July 17, 2015	Please refer to the comments from Our Financial institution in the attached Letter of credit template; please review and confirm if this is OK?  REVIEWED QA LC BASIC TEMPLATE 051	No issues with the LC form they suggest. The template we gave them was just a guideline and every issuing bank is going to make slight wording changes. They did not make any significant alterations that would give us concern.
9 9	July 17, 2015	 REQUEST FOR APPROVAL4-.doc  1KRUEGER LETTER.pdf request for approval?	Request for approval is accepted for air outlets
1 0 0	July 17, 2015	Is IPEX drain guard PVC required for "ALL" DWV pipework within the building? Or just the overhead piping in the gallery? Could you please specify at which points we care able to transition to alternative pipe materials.	IPEX drain guard PVC is required for only the overhead piping in the gallery. Once piping leaves the gallery, alternative pipe materials can be used. Contractor to provide specifications of alternative pipe materials.
1 0 1	July 17, 2015	Do the chemical storage drums require any outlet fittings (ie drain valves) ?	No. The content of these drums will be transferred via transfer pump to the duty drum. From the duty drum top port the chemical pumps will draw the liquid.
1 0 2	July 17, 2015	The drawings specify FD-1 and FD-2, but the specification list floor drains as FD-A, FD-B etc. Could you please clarify which floor drains are required.	Please refer to the drawings for which drains are to be used.
1 0 3	July 17, 2015	Please provide locations for P200, P220, P240 and P260 HOR.	Locations will be next to respective pumps.
1 0 4	July 17, 2015	Is SP-908 and SPD-902 required? They are not shown on the process drawings or on the electrical drawings but they are listed in the cable schedule. If they are required please indicate location.	Yes, they are required. SP-908 is the security panel. This will be added to layout in electrical room. SPD-902, shown on the single line, E203, is the surge protection device.
1 0 5	July 20, 2015	Changes/Additions to Design	Grounding of BC Hydro pad shall be done by Contractor.
1 0 6	July 20, 2015	Changes/Additions to Design	PLC Card wiring will be updated to match manufacturer's recommended wiring.

APPENDIX 2 – RESPONSE FORMS

1 0 7	July 20, 2015	Changes/Additions to Design	<p>BC Hydro plans to install a 500kVA transformer, not 750kVA as previously indicated. However, a 750kVA transformer will most likely be required for future conditions.</p> <p>For purposes of harmonic mitigation, Contractor shall assume the worst case, 6% impedance for the 500kVA transformer.</p>
1 0 8	July 22, 2015	Changes/Additions to Design	<p>See revised architectural / structural / process drawings</p> <p style="text-align: center;"></p> <p style="text-align: center;">Merklin Structural, Architectural, Process</p>
1 0 9	July 22, 2015	Changes/Additions to Design	<p>See revised Specification 07550 SBS Roofing. Soprema Colvent Base 830 and Colvent Traffic Cap 860 to be used.</p> <p style="text-align: center;"></p> <p style="text-align: center;">07550 SBS Modified Bituminous Membrane</p>
1 1 0	July 22, 2015	Clarification to item 83	<p><i>As the fire pipe is not a private service main, the fire main does not have to be 6". Current design has the fire main supplying only an automatic sprinkler system.</i></p> <p><i>As our single combined service main is less than 4" (100mm), the domestic demand is shown to be 20 GPM from the EEW/SH (cold water and hot water re-fill). However, the maximum flow from the 2" main is 47 GPM, allowing for the 25 GPM requirement at the farther sprinkler head, even if the EEW/SH were to activate.</i></p> <p><i>With a minimum of 25GPM of flow at the most remote sprinkler at a minimum pressure of 7psi (as set by NFPA 13), and with a K-factor of 5.6 for a standard orifice sprinkler, the required at the most remote sprinkler is ~20 psi. With a pressure drop through piping of 0.7 psi, 6 psi over the DCVA, and 4 psi for additional fittings and valves, an incoming pressure of only 33 psi would be required.</i></p> <p><i>Please find attached cutsheet of eyewash/shower combination unit.</i></p> <p style="text-align: center;"></p> <p style="text-align: center;">haws_model_8300_8 309_specsheets_pdf.r</p>

APPENDIX 2 – RESPONSE FORMS

1 1 1	July 24, 2015	Velocity on P-220 and P-200 pump suction is 3.2 m/s, which exceeds Hydraulic Institute recommendations. Should this be increased to 300mm, with a 300x250 reducer after the butterfly valve?	The suction pipe is 400 mm diameter. The short pump approaches match the pipe suction and discharge diameter as per current configuration. Please leave as per current configuration.
1 1 2	July 24, 2015	<i>The static mixer supplier has requested the following:</i> Flow (Min/Max) Pressure (Min/Max)	<i>Minimum flow 22 L/s, maximum flow 63 L/s</i> <i>Pressure: approximately 60 kPa</i>
1 1 3	July 24, 2015	Pressure gauges PI-370/380/480 are shown on chemical lines but no isolating diaphragm is shown or specified. Is an isolating diaphragm required on each gauge? If yes please provide a specification.	Please delete pressure gauges PI-370, 380 and 480 Pressure gauges installed in discharge manifolds on each metering pumps will be used instead.
1 1 4	July 24, 2015	<i>Please provide specifications for the chemical drum containment pallets. Is 8 drum containment pallets required for the sodium hypochlorite system and 4 drum for the ammonium sulfate? What is the spill storage volume required and is a ramp required?</i>	Please provide 8 drum containment for sodium hypochlorite and 4 drum containment for ammonium sulfate. For pricing purposes use you can use http://www.spillcontainment.com/standard-spill-containment-pallets or equivalent 2 x 4 drum pallet for sodium hypo and 2 x 2 drum pallet for ammonium sulfate Please add at least one loading ramp that can be used interchangeably for both containment pallets or provide each system with its ramp. Each ramp to be removable when not in use. Each containment pallet to have at least 110% storage capacity of a single drum, i.e. 55 gallons x 1.1. ~ 60 gallons
1 1 5	July 24, 2015	Are the interior masonry walls to be painted or is sealer sufficient?	<i>Only clear sealer is required on interior of masonry walls. See revised dwg S202 included in the response to Item # 108</i>
1 1 6	July 24, 2015	<i>Drawing S209, Detail S203 shows angles at the top of each side of the masonry wall. What is the purpose of these angles and how are they anchored and installed? Also which wall are they required to be installed on and what is their spacing? Are they required to be galvanized? Also 152x104x6.4 angle is not available.</i>	<i>Angles provide seismic support to cantilever masonry walls. See revised dwg S209 included in the response to Item # 108 for spacing. Angles to be galvanized. If angle size is not available provide L152x102x7.9. Install angle at top of washroom masonry walls. Install lag screws through 38x89 bridging to trusses.</i>
1 1 7	July 24, 2015	The SBS roofing supplier has indicated the specified product will bubble over time due to moisture escaping the reservoir. They propose a Colvent system. Please confirm what should be provided?	See response to Item #109.
1 1 8	July 24, 2015	Frontier Power Products is asking to put on the list of approved generator supplier using a Kohler generator package  600REOVZB.pdf	Kohler is acceptable.

APPENDIX 2 – RESPONSE FORMS

1 1 9	July 24, 2015	I am responding to the erosion and sediment control section. For the plan, we have done ones that are mark ups on a map/drawing with notes on what ESC measures need to be done, but we have also done some with a prepared memo. Which would be required for this work?	Erosion and sediment control requirements are provided on drawing C006.
1 2 0	July 24, 2015	Please provide specifications for the Hydro pole asked for in Item #82.	Hydro Pole to be installed by BC Hydro.
1 2 1	July 24, 2015	can alternate generator be kohler	See answer to Q118.
1 2 2	July 24, 2015	Where is the 2-speed and interlock drawing located	See answer to Q76. Also refer to Control Narrative, Section 9. "The required ventilation rates are provided by exhaust fans and indoor fan coil units, in the Sodium Hypochlorite and Pump rooms and the Electrical / Emergency Genset room, respectively. Under normal operation, exhaust fans in Pump and Sodium Hypochlorite rooms are sized to provide six (6) air changes per hour (ACH). Upon activation by wall switch or by chlorine gas sensor, the exhaust fans will speed up to provide twelve (12) ACH to ensure adequate evacuation of air from both rooms."
1 2 3	July 27, 2015	Are there any more architectural drawings than A201 and A202? I can see that the structure has architectural specifications such as drywall (09290) and finish carpentry (06400) but no drawings that show where these apply.	<i>Exterior architectural finishes are shown on A201 and A202. Details for drywall etc are shown on S209. No finish carpentry work is required.</i>
1 2 4	July 27,2015	Changes/Additions to Design	Eaton is an approved manufacturer for MCCs and VFDs.
RESPONSES ABOVE ISSUED JULY 27, 2015			

APPENDIX 2 – RESPONSE FORMS EXCEPTIONS TO STANDARD FORM CONTRACT

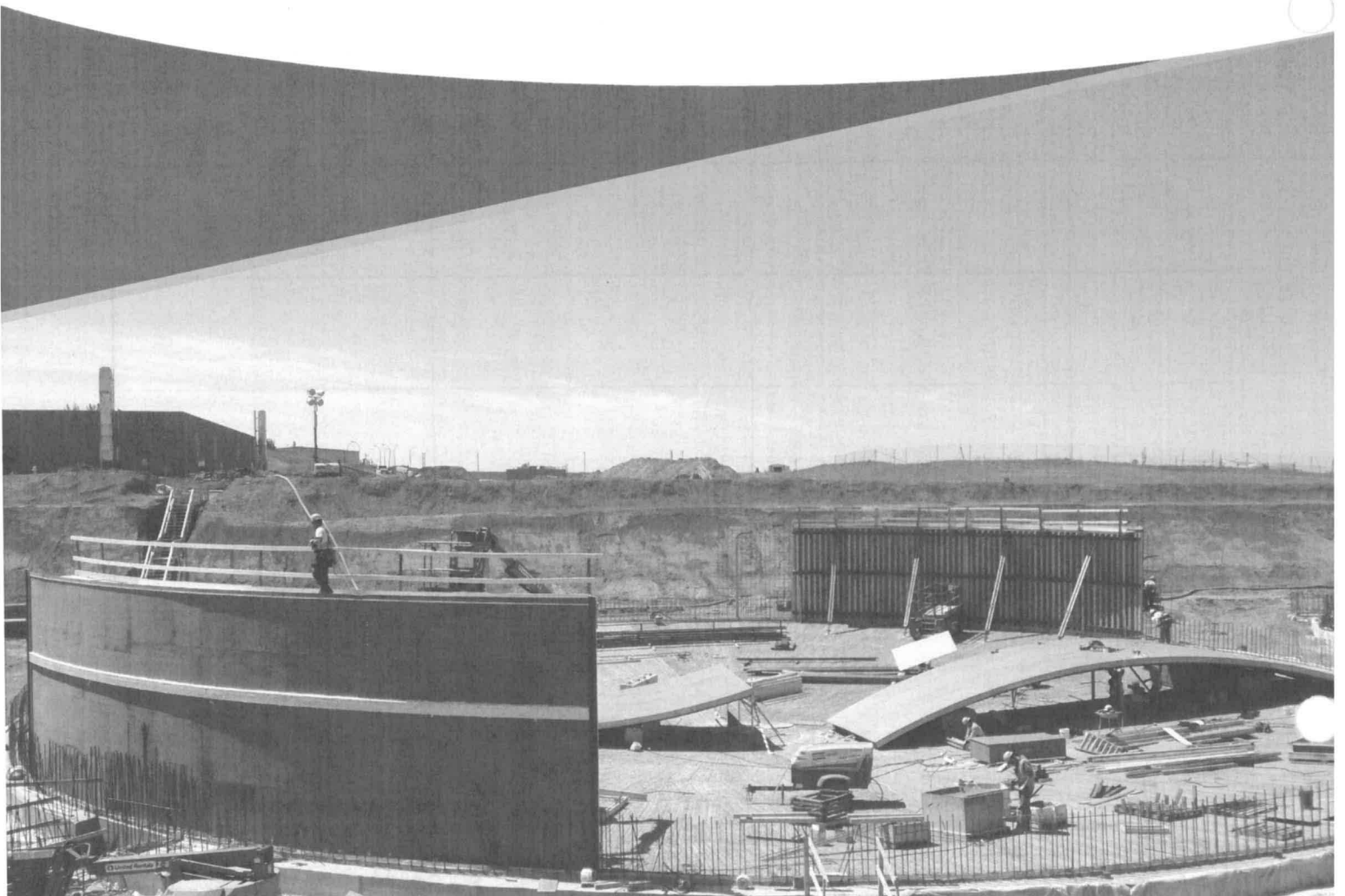
Proponent is to include any exceptions to the Standard Form Contract including, without limitation, the technical specifications that form part of the Standard Form Contract using the template provided below.

Graham Infrastructure LP has **No Exceptions** to the Standard Form Contract, including, without limitation, the technical specifications that form part of the Standard Form Contract.

Reference	Original Wording	Proposed Wording	Justification

SECTION 2

- INSURANCE DOCUMENTATION
- WORKSAFE BC CLEARANCE LETTER
- SECURITY
- FINANCIAL DISCLOSURE
- BONDING LETTER



APPENDIX 2 – RESPONSE FORMS INSURANCE DOCUMENTATION

Proponent is to attach, directly following this page, a copy of its insurance documentation clearly indicating that all insurance requirements outlined in the Contract are covered under its insurance policy or policies.

Please find attached, Graham Infrastructure LP's copy of **Insurance Documentation**, which indicates all insurance requirements outlined in the Contract are covered under Graham's insurance policy or policies.



Certificate of Insurance

To: EPCOR White Rock Water Inc.
Suite 2013, 15261 Russell Avenue
White Rock, BC V4B 2P7

This is to certify that the policies of insurance as listed have been issued to the Insured Named below for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Insured: Graham Infrastructure LP
Address: 7216 Brown Street, Delta, BC V4G 1G8

COVERAGE TYPE AND INSURER	POLICY NO.	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY/AMOUNTS
COMMERCIAL GENERAL LIABILITY & NON-OWNED AUTOMOBILE Royal & Sun Alliance Insurance Co.	7130706	May 1, 2015	May 1, 2016	\$2,000,000 Inclusive Limit Each Occurrence, Bodily Injury and Property Damage Combined \$2,000,000 Annual Aggregate with respect to Products and Completed Operations
AUTOMOBILE Royal & Sun Alliance Insurance Co.	CAP043179843	May 1, 2015	May 1, 2016	\$2,000,000 Inclusive Limit each Occurrence, Bodily Injury and Property Damage
UMBRELLA Royal & Sun Alliance Insurance Co.	9138115	May 1, 2015	May 1, 2016	\$3,000,000 Excess of Underlying CGL and Automobile Policy
CONTRACTORS EQUIPMENT QBE Services Inc.	PROP10645	May 1, 2015	May 1, 2016	\$2,000,000 Limit of Liability
CONTRACTORS POLLUTION LIABILITY AIG Insurance Company of Canada	CPO1538876	May 1, 2015	May 1, 2016	\$2,000,000 Each Occurrence

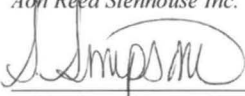
Project No. V15055 – White Rock Water System Upgrades Phase 2

In the event that *Graham Infrastructure LP* is awarded the aforementioned project, the following coverage will be secured to comply with contractual requirements:

- Builders Risk coverage will be arranged in the joint names of all parties if required by contract.
- *Owner* shall be added as an Additional Insured with respect to Policy No. 7130706 and 9138115, but only with respect to the operations of the Named Insured.
- The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee.

“This Certificate constitutes a statement of the facts as of the date of issuance and are so represented only to the Addressee. Other persons relying on this Certificate do so at their own risk.”

Date: July 27, 2015

Aon Reed Stenhouse Inc.

Shannon Simpson

Western Canada Region | Construction Services Group
1100 – 1st Street SE, 4th Floor | Calgary, Alberta | Canada T2G 1B1
t +1.403.267.7010 | f +1.403.261.0897 | aon.ca
Aon Reed Stenhouse Inc.

V15055.doc

APPENDIX 2 – RESPONSE FORMS WORKSAFE BC CLEARANCE LETTER

Proponent is to attach directly following this page a copy of a current WorkSafeBC Clearance Letter.

Please find attached a current **WorkSafeBC Clearance Letter** for Graham Infrastructure LP.



Assessment Department **Location**
Mailing Address 6951 Westminster Highway
PO Box 5350 Richmond BC
Station Terminal V7C 1C6
Vancouver BC V6B 5L5 www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

EPCOR White Rock Water Inc.
Suite 203, 15261 Russell Avenue
WHITE ROCK, BC V4B 2P7

July 29, 2015

**Person/Business : GRAHAM INFRASTRUCTURE LTD
GENERAL PARTNER OF GRAHAM INFRASTRUCTURE LP
772192 AQ(091)**

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **October 01, 2015**.

This firm has had continuous coverage with us since December 18, 2006.

Employer Service Centre
Assessment Department

Clearance Reference # : C128479085
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

APPENDIX 2 – RESPONSE FORMS SECURITY

Each Proponent must include with its Response a Reply Security equal to 10% of the total Contract Price, in the form of;

- Letter of credit from a financial institution having a senior, unsecured long-term credit rating of not less than A by S&P or equivalent rating agency expiring no earlier than 120 days from submission deadline. EPCOR shall surrender the Reply Security to each Proponent that are not successful within seven business days of being notified. The successful proponent will be required to maintain this security for the duration of the project.

Note: All required attachments are to directly follow this page

Please find attached for Graham Infrastructure LP, a Reply Security equal to 10% of the Contract Price in the form of a **Letter of Credit**, meeting the requirements defined by the Contract documents.

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

SDNHTD331379

BENEFICIARY:
EPCOR WHITE ROCK WATER INC.
SUITE 203, 15261 RUSSELL AVENUE
WHITE ROCK, BC V4B 2P7

APPLICANT:
GRAHAM INFRASTRUCTURE LP
10840 27TH STREET SE
CALGARY AB T2Z 3R6

ADVISING BANK:
SEND TO THE APPLICANT:
GRAHAM INFRASTRUCTURE LP
ATTN: ROY ANORICO
7216 BROWN STREET,
DELTA, BC, V4G 1G8

AMOUNT: CAD 400,000.00
CAD FOUR HUNDRED THOUSAND.00 ONLY

DATE AND PLACE OF EXPIRY:
27NOV2015
AT OUR COUNTERS

CREDIT AVAILABLE WITH:
HSBC BANK CANADA
GTRF, STANDBY LC UNIT
BY:PAYMENT

REFERENCE: WHITE ROCK WATER SYSTEM UPGRADE PHASE 2 REQ NO.202490.
ON BEHALF OF GRAHAM INFRASTRUCTURE LP (''THE APPLICANT'') WE
HEREBY ISSUE IN FAVOUR OF EPCOR WHITE ROCK WATER INC.
(THE ''BENEFICIARY'') OUR IRREVOCABLE STANDBY LETTER OF CREDIT
FOR A SUM NOT EXCEEDING CAD400,000 (CANADIAN DOLLARS FOUR
HUNDRED THOUSAND ONLY).

A PAYMENT UNDER THIS STANDBY LETTER OF CREDIT SHALL BE MADE ON
OR BEFORE EXPIRY DATE UPON YOU PRESENTING TO HSBC BANK CANADA,
GTRF, STANDBY LC UNIT, 1 ADELAIDE STREET EAST, 2ND FLOOR,
TORONTO, ON, M5C 2V9, CANADA THE FOLLOWING DOCUMENTS:

A. YOUR WRITTEN DEMAND FOR PAYMENT UPON US MAKING
REFERENCE TO STANDBY LETTER OF CREDIT NO. SDNHTD331379 DATED
28JULY2015. YOUR WRITTEN DEMAND MUST STATE THAT GRAHAM
INFRASTRUCTURE LP HAS DEFAULTED IN ACCORDANCE WITH THE TERMS AND
CONDITIONS OF THE CONTRACTING PARTY'S AGREEMENT AS REVISED FROM
TIME TO TIME AND AS SUCH EXECUTED AMONG GRAHAM INFRASTRUCTURE LP
AND EPCOR WHITE ROCK WATER INC. AND AS A RESULT OF SUCH FAILURE
TO PERFORM, EPCOR WHITE ROCK WATER INC. IS DRAWING UPON THE
STANDBY LETTER OF CREDIT.

B. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND ALL
AMENDMENTS (IF ANY) FOR ENDORSEMENT OF THE CLAIM PAID AND RETURN
TO EPCOR WHITE ROCK WATER INC.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT WILL BE EFFECTIVE IMMEDIATELY AND WILL
REMAIN IN EFFECT UNTIL 27NOV2015 (THE ''EXPIRY DATE''). IT IS A

..... TO BE CONTINUED ON PAGE 2

V000.07-1

133090

400,000.00

DATE OF ISSUE:
28JUL2015

BENEFICIARY:
EPCOR WHITE ROCK WATER INC.
SUITE 203, 15261 RUSSELL AVENUE
WHITE ROCK, BC V4B 2P7


CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE YEAR PERIODS FROM THE PRESENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH EXPIRY DATE, WE NOTIFY YOU IN WRITING BY COURIER, AT YOUR ADDRESS SPECIFIED ABOVE, OR ANY OTHER YOU HAVE ADVISED TO THIS DEPARTMENT IN WRITING, THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS IRREVOCABLE LETTER OF CREDIT MAY BE CANCELLED AT ANY TIME ON WRITTEN NOTICE SIGNED BY BOTH THE BENEFICIARY AND THE APPLICANT ACCOMPANIED BY THE ORIGINAL OF THIS IRREVOCABLE LETTER OF CREDIT AND ALL AMENDMENTS (IF ANY).

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES - ISP 98, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NUMBER 590. WE ENGAGE TO HONOUR PRESENTATIONS SUBMITTED WITHIN THE TERMS AND CONDITIONS INDICATED ABOVE.

***** THIS DOCUMENT CONSISTS OF 2 PAGES *****

V000.07-1

For and on behalf of
HSBC BANK CANADA
GLOBAL TRADE AND RECEIVABLES FINANCE

Signature

ANTHONY KWONG
021164


SEPIDEH KAZEMZADEH
054907

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T

APPENDIX 2 – RESPONSE FORMS FINANCIAL DISCLOSURE

The successful Proponent of RFQ# 202490 will need to provide at a minimum financial records for the previous 2-years prior to the contract being executed. Please ensure these documents are readily available upon request of the Owner.

Graham Infrastructure LP has Financial Records for the previous 2-years, ready and **available upon request** by EPCOR Water Services Inc.

APPENDIX 2 – RESPONSE FORMS

BONDING LETTER

Each Proponent must include with its Proposal a letter stating the Proponent's bonding capability to provide such bonds for this project along with an understanding of their single project limit and aggregate bonding limit. The letter must be issued by a duly incorporated surety company authorized to transact business in the Province where the work is performed.

Note: All required attachments are to directly follow this page

Please find attached a **Bonding Letter** stating the bonding capability of Graham Infrastructure LP, meeting the requirements as outlined in the Contract documents.



Travelers Insurance Company of Canada
20 Queen Street West, Suite 300
P.O. Box 6
Toronto, Ontario M5H 3R3
www.travelerscanada.ca

July 29, 2015

EPCOR White Rock Water Inc.
Suite 203, 15261 Russell Avenue
White Rock, British Columbia
V4B 2P7

To Whom It May Concern,

Re: **Graham Infrastructure LP**
RFQ# 202490 – White Rock Water System Upgrade Phase 2 – Merklin Site
Estimated Contract Price: \$4,000,000.00

This letter will confirm that we, Travelers Insurance Company of Canada are privileged to support the Graham Group of Companies, which includes **Graham Infrastructure LP** for their surety requirements, and have done so for over fifteen years.

At present, we provide surety capacity to the Graham Group of Companies based upon a total work program of \$3.0 billion dollars and have supported our client on single projects in excess of \$300.0 million dollars. Based on our knowledge of Graham's management, construction expertise, and current financial position, we have every confidence in their abilities to successfully undertake, manage, and complete the work contemplated above. Therefore, we can confirm that our client has sufficient bonding capacity for this work and is in good standing with Travelers Insurance Company of Canada.

We anticipate being able to provide **any bid and/or final bonds** the above noted construction contract, should our client be required, subject to Graham's and our review and acceptance of the contract terms and conditions, all relevant documents, bond forms, full project financing in place, and satisfactory underwriting review at the time bonds are requested by our client.

Yours truly,

Travelers Insurance Company of Canada

A handwritten signature in black ink, appearing to read "Mark Dunstan".

Mark Dunstan, Attorney-In-Fact
(P) 403-267-7018 (E) mark.dunstan1@aon.ca



2000 – 10423 101 St NW,
Edmonton, Alberta
T5H 0E8 Canada
epcor.com

October 2, 2015

Jacque Johnstone, Director Human Resources
City of White Rock
15322 Buena Vista Ave
White Rock, BC V4B 1Y6

To Jacquie:

As stated in section 5.04 of the Asset Purchase agreement between EPCOR White Rock Water Inc. and City of White Rock, if both parties do not enter into an O&M agreement on or before the closing date, the purchaser will offer employment to all Utility employees that the Vendor requests.

Please accept this letter as a formal request to make offers to the following **Requested Utility Employees:**

- [REDACTED] Operator
- [REDACTED] Operator
- [REDACTED] Operator
- [REDACTED] Lead Hand Operator
- [REDACTED] Lead Hand Operator
- [REDACTED] Administrative Assistant
- [REDACTED] Administrative Assistant
- [REDACTED] Billing Coordinator

Please feel free to contact me if you have any further questions or concerns.

Regards,

Dani Tiltgen

Dani Tiltgen
Senior Manager Human Resources

Cc:
Dana Bissoondatt, Senior Counsel Corporate/Project
Vince Corkery, Director Municipal Operations
Gary Martens, Senior Manager Water and Waste Water
Esther De La Cruz, Manager Operations, White Rock

From: Paul Hildebrand
To: "Bissoondatt, Dana"
Cc: Dan Bottrill; "JJohnstone@whiterockcity.ca"
Subject: FW: Employment Offer - Water Utility Employee
Date: Thursday, October 22, 2015 8:56:00 AM
Attachments: image003.jpg
 Offer Employment - [REDACTED] 06-10-2015.pdf

Dana,

Yesterday you raised the issue of the timing of the offers to employ Epcor personnel. I attach a sample offer – the one to [REDACTED] As you can see, it takes effect on the transfer of title. I am told that the other offers were similar in this regard.

Hopefully the attached puts that issue to rest.

Paul Hildebrand
 Associate Counsel
 LIDSTONE & COMPANY
 Barristers and Solicitors
 Suite 1300 - Sun Tower
 128 Pender Street West
 Vancouver, BC V6B 1R8
 604.899.2269 P
 604.899.2281 F
 604.789.3258 C

From: Jacquie Johnstone [mailto:JJohnstone@whiterockcity.ca]
Sent: October-21-15 5:30 PM
To: Paul Hildebrand
Subject: Employment Offer - Water Utility Employee

Here you go Paul.

JACQUIE JOHNSTONE
 Director, Human Resources, City of White Rock
 15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
 Tel: 604.541.2157 | www.whiterockcity.ca



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This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

October 6, 2015

Delivered in person

Dear [REDACTED]:

RE: EMPLOYMENT OFFER - REGULAR FULL-TIME LEADHAND OPERATOR, DISTRIBUTION

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Leadhand Operator - Distribution in the Engineering & Municipal Operations Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$40.84. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

In recognition of your service with EPCOR, your probation period has been waived for this appointment.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week, Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month. Upon appointment with the City, [REDACTED] will be credited to your bank. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire.

Human Resources

P: 604.541.2158 | F: 604.541.2150

City of White Rock

15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
My City by the Sea!

www.whiterockcity.ca

- **Vacation:** In recognition that your current vacation is based on a service date of [REDACTED] the City will honor this date to establish your paid annual vacation entitlement. Your remaining unused 2015 vacation, personal leave and banked overtime hours from EPCOR will be transferred to the City and are to be taken by December 31, 2015. Any remaining hours at that time will be paid out at the 2015 rate. Your 2016 vacation entitlement will be 30 working days. Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than Friday October 9, 2015.

We would be pleased to have you join our team!

Sincerely,

Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.	
<hr/>	<hr/>
[REDACTED]	Date

From: [Dan Bottrill](#)
To: [Jacquie Johnstone](#)
Cc: [Paul Hildebrand](#)
Subject: FW: Employment Offer - Water Utility Employee
Date: Monday, October 26, 2015 9:00:22 AM
Attachments: [image001.jpg](#)
[image004.jpg](#)

Hi Jacquie,

Please provide the information to Paul.

Thank you. Dan.

DAN BOTTRILL
Chief Administrative Officer, City of White Rock
 15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
 Tel: 604.541.2133 | www.whiterockcity.ca



From: Paul Hildebrand [<mailto:hildebrand@lidstone.info>]
Sent: Monday, October 26, 2015 7:07 AM
To: Dan Bottrill; Schaafsma, Jeff
Subject: FW: Employment Offer - Water Utility Employee

Can you get these from Jackie?

Paul Hildebrand
 Associate Counsel
 LIDSTONE & COMPANY
 Barristers and Solicitors
 Suite 1300 - Sun Tower
 128 Pender Street West
 Vancouver, BC V6B 1R8
 604.899.2269 P
 604.899.2281 F
 604.789.3258 C

From: Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]
Sent: October-25-15 1:06 PM
To: Paul Hildebrand
Cc: Henebury, Tracy; sbatut@fasken.com
Subject: RE: Employment Offer - Water Utility Employee

Paul, thanks for providing this sample.

On Monday can you provide me with copies of the offers signed by the City and the employees? This is part of the closing deliveries anyway, but we'd like to take a quick look ahead of time so that we're clear on who has accepted and what, if any, actions we need to take on our side re the employees.

Dana

From: Paul Hildebrand [<mailto:hildebrand@lidstone.info>]
Sent: October-22-15 9:57 AM
To: Bissoondatt, Dana
Cc: Dan Bottrill; JJohnstone@whiterockcity.ca
Subject: FW: Employment Offer - Water Utility Employee

Dana,

Yesterday you raised the issue of the timing of the offers to employ Epcor personnel. I attach a sample offer – the one to Mr. Pither. As you can see, it takes effect on the transfer of title. I am told that the other offers were similar in this regard.

Hopefully the attached puts that issue to rest.

Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
604.789.3258 C

From: Jacquie Johnstone [<mailto:JJohnstone@whiterockcity.ca>]
Sent: October-21-15 5:30 PM
To: Paul Hildebrand
Subject: Employment Offer - Water Utility Employee

Here you go Paul.

JACQUIE JOHNSTONE

Director, Human Resources, City of White Rock
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
Tel: 604.541.2157 | www.whiterockcity.ca

Email signature logo



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From: Paul Hildebrand
To: [Bissoondatt, Dana](#)
Subject: FW: Employment Offer - Water Utility Employee
Date: Monday, October 26, 2015 2:40:00 PM
Attachments: [image001.jpg](#)
[Employment Offer Letters.pdf](#)

Dana,

Here are the accepted offers.

Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
604.789.3258 C

From: Jacquie Johnstone [<mailto:JJohnstone@whiterockcity.ca>]
Sent: October-26-15 2:20 PM
To: Paul Hildebrand
Cc: Dan Bottrill
Subject: FW: Employment Offer - Water Utility Employee

Hi Paul,

Attached are the employment offer letters signed off by those who have already accepted.

JACQUIE JOHNSTONE
Director, Human Resources, City of White Rock
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
Tel: 604.541.2157 | www.whiterockcity.ca



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From: Dan Bottrill
Sent: Monday, October 26, 2015 9:00 AM
To: Jacquie Johnstone

Cc: Paul Hildebrand (hildebrand@lidstone.info)
Subject: FW: Employment Offer - Water Utility Employee

Hi Jacquie,

Please provide the information to Paul.

Thank you. Dan.

DAN BOTTRILL
Chief Administrative Officer, City of White Rock
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
Tel: 604.541.2133 | www.whiterockcity.ca



From: Paul Hildebrand [<mailto:hildebrand@lidstone.info>]
Sent: Monday, October 26, 2015 7:07 AM
To: Dan Bottrill; Schaafsma, Jeff
Subject: FW: Employment Offer - Water Utility Employee

Can you get these from Jackie?

Paul Hildebrand
Associate Counsel
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604.899.2269 P
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From: Bissoondatt, Dana [<mailto:DBissoondatt@epcor.com>]
Sent: October-25-15 1:06 PM
To: Paul Hildebrand
Cc: Henebury, Tracy; sbatut@fasken.com
Subject: RE: Employment Offer - Water Utility Employee

Paul, thanks for providing this sample.

On Monday can you provide me with copies of the offers signed by the City and the employees? This is part of the closing deliveries anyway, but we'd like to take a quick look ahead of time so that we're clear on who has accepted and what, if any, actions we need to take on our side re the employees.

Dana

From: Paul Hildebrand [<mailto:hildebrand@lidstone.info>]

Sent: October-22-15 9:57 AM
To: Bissoondatt, Dana
Cc: Dan Bottrill; JJohnstone@whiterockcity.ca
Subject: FW: Employment Offer - Water Utility Employee

Dana,

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Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
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Vancouver, BC V6B 1R8
604.899.2269 P
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604.789.3258 C

From: Jacquie Johnstone [<mailto:JJohnstone@whiterockcity.ca>]
Sent: October-21-15 5:30 PM
To: Paul Hildebrand
Subject: Employment Offer - Water Utility Employee

Here you go Paul.

JACQUIE JOHNSTONE
Director, Human Resources, City of White Rock
15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
Tel: 604.541.2157 | www.whiterockcity.ca

Email signature logo



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October 1, 2015

Delivered in person

Dear [REDACTED]

RE: EMPLOYMENT OFFER - REGULAR FULL-TIME LEADHAND OPERATOR, WATER TREATMENT

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Leadhand Operator – Water Treatment in the Engineering & Municipal Operations Department commencing the day of asset transfer which is anticipated to be October 31, 2015. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$40.84. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

According to the Collective Agreement, you are to serve a probation period of six (6) months before being confirmed in your new position. The City will honor your service from EPCOR towards your probation period.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week worked Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month commencing with the completion of the first three (3) months of service. The City will honor your EPCOR service date of [REDACTED] towards this waiting period. At that time, [REDACTED] will be credited to your bank. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence November 1, 2015.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

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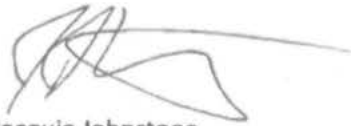
Offer Employment - [REDACTED]

- **Vacation:** In 2015, you will receive 2.5 days (20 hours) for the remainder of the year, increasing to fifteen (15) days next year. Time is granted in full at the beginning of each calendar year, to be used by December 31. Your 2016 vacation entitlement will be 15 working days and future entitlements will be in accordance with the Collective Agreement.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence upon the successful completion of your probation period. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

[REDACTED] Oct. 1/15
Date

COPY

October 6, 2015

[REDACTED]

Delivered in person

Dear [REDACTED]:

RE: VACATION ENTITLEMENT

To recognize your service with EPCOR, your remaining unused vacation, personal leave and banked overtime hours will be transferred to the City and are to be taken by December 31, 2015. Any remaining hours at that time will be paid out at the 2015 rate.

Sincerely,



Jacquie Johnstone

Director, Human Resources

cc: Greg St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
My City by the Sea!
www.whiterockcity.ca

October 6, 2015

██████████
Delivered in person

Dear ██████:

RE: EMPLOYMENT OFFER - REGULAR FULL-TIME LEADHAND OPERATOR, DISTRIBUTION

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Leadhand Operator - Distribution in the Engineering & Municipal Operations Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$40.84. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

In recognition of your service with EPCOR, your probation period has been waived for this appointment.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week, Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month. Upon appointment with the City, ██████████ will be credited to your bank. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

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Offer Employment - [REDACTED]

- **Vacation:** In recognition that your current vacation is based on a service date of [REDACTED] the City will honor this date to establish your paid annual vacation entitlement. Your remaining unused 2015 vacation, personal leave and banked overtime hours from EPCOR will be transferred to the City and are to be taken by December 31, 2015. Any remaining hours at that time will be paid out at the 2015 rate. Your 2016 vacation entitlement will be 30 working days. Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than Friday October 9, 2015.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

[REDACTED] 8-Oct. 2015
Date

October 6, 2015

██████████
Delivered in person

Dear ████████:

**RE: EMPLOYMENT OFFER - REGULAR FULL-TIME WATER UTILITY WORKER
AMENDED October 6, 2015**

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Water Utility Worker in the Engineering & Municipal Operations Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$31.12. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

In recognition of your service with EPCOR, your probation period has been waived for this appointment.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week, through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

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- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
My City by the Sea!
www.whiterockcity.ca

Offer Employment – [REDACTED]

- **Vacation:** In recognition that your current vacation is based on a service date of [REDACTED] the City will honor this date to establish your annual paid vacation entitlement. Your remaining unused 2015 vacation, personal leave and banked overtime hours from EPCOR will be transferred to the City and are to be taken by December 31, 2015. Any remaining hours at that time will be paid out at the 2015 rate. Your 2016 vacation entitlement will be 20 working days. Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than Friday October 9, 2015.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

[REDACTED]

OCT. 7, 2015
Date

October 6, 2015

██████████
Delivered in person

Dear ██████████

**RE: EMPLOYMENT OFFER - REGULAR FULL-TIME WATER UTILITY WORKER
AMENDED October 6, 2015**

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Water Utility Worker in the Engineering & Municipal Operations Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$31.12. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

In recognition of your service with EPCOR, your probation period has been waived for this appointment.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week, Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month. Upon appointment with the City, ██████████ will be credited to your bank. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

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www.whiterockcity.ca

Offer Employment – [REDACTED]

- **Vacation:** In recognition that your current vacation is based on a service date of [REDACTED] the City will honor this date to establish your paid annual vacation entitlement. Your remaining unused 2015 vacation, personal leave and banked overtime hours from EPCOR will be transferred to the City and are to be used by December 31, 2015. Your 2016 vacation entitlement will be 30 working days. Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than Friday October 9, 2015.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

8 OCTOBER 2015
Date

October 6, 2015

[REDACTED]

Delivered in person

Dear [REDACTED]

**RE: EMPLOYMENT OFFER - REGULAR FULL-TIME WATER UTILITY WORKER
AMENDED October 6, 2015**

It is my pleasure to write this letter outlining the City of White Rock's offer of regular full-time employment as a Water Utility Worker in the Engineering & Municipal Operations Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock.

To assist in your transition from EPCOR to the City, so long as you remain in your current position your hourly rate will be \$31.12. In addition, you will receive any negotiated general pay increases. You will report to the City's Project and Utilities Engineer and, as a unionized employee, you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01.

In recognition of your service with EPCOR, your probation period has been waived for this appointment.

As a regular full-time employee, your weekly schedule shall be based on forty (40) hours per week, Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be eight and one half (8.5) hours, inclusive of a one half (1/2) hour unpaid meal period and two (2) paid fifteen (15) minute breaks.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. An overview of your entitlements follows:

- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month. Upon appointment with the City, [REDACTED] will be credited to your bank. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **MSP, Life Insurance and Accidental Death and Dismemberment Insurances, Extended Health, and Dental Benefits:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

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Offer Employment - [REDACTED]

- **Vacation:** In recognition that your current vacation is based on a service date of [REDACTED] the City will honor this date to establish your paid annual vacation entitlement. Your remaining unused 2015 vacation, personal leave and banked overtime hours from EPCOR will be transferred to the City and are to be taken by December 31, 2015. Your 2016 vacation entitlement will be 30 working days. Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately. The City and employee both contribute to this benefit.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than Friday October 9, 2015.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: G. St. Louis, Director, Engineering & Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

[REDACTED] 7. OCT - 2015
Date

8

From: Paul Hildebrand
To: Dan Bottrill; Schaafsma, Jeff
Subject: FW: Employment Offer - Water Utility Employee
Date: Monday, October 26, 2015 7:07:00 AM
Attachments: image001.jpg

Can you get these from Jackie?

Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
604.789.3258 C

From: Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]
Sent: October-25-15 1:06 PM
To: Paul Hildebrand
Cc: Henebury, Tracy; sbatut@fasken.com
Subject: RE: Employment Offer - Water Utility Employee

Paul, thanks for providing this sample.

On Monday can you provide me with copies of the offers signed by the City and the employees? This is part of the closing deliveries anyway, but we'd like to take a quick look ahead of time so that we're clear on who has accepted and what, if any, actions we need to take on our side re the employees.

Dana

From: Paul Hildebrand [mailto:hildebrand@lidstone.info]
Sent: October-22-15 9:57 AM
To: Bissoondatt, Dana
Cc: Dan Bottrill; JJohnstone@whiterockcity.ca
Subject: FW: Employment Offer - Water Utility Employee

Dana,

Yesterday you raised the issue of the timing of the offers to employ Epcor personnel. I attach a sample offer – the one to [REDACTED]. As you can see, it takes effect on the transfer of title. I am told that the other offers were similar in this regard.

Hopefully the attached puts that issue to rest.

Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY

Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
604.789.3258 C

From: Jacquie Johnstone [<mailto:JJohnstone@whiterockcity.ca>]
Sent: October-21-15 5:30 PM
To: Paul Hildebrand
Subject: Employment Offer - Water Utility Employee

Here you go Paul.

JACQUIE JOHNSTONE

Director, Human Resources, City of White Rock

15322 Buena Vista Avenue, White Rock, BC V4B 1Y6

Tel: 604.541.2157 | www.whiterockcity.ca

Email signature logo



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From: Paul Hildebrand
To: "Bissoondatt, Dana"
Cc: Lindsay Parcels
Subject: FW: Employment Offer - [REDACTED]
Date: Friday, October 30, 2015 10:49:00 AM
Attachments: [image001.jpg](#)
[C. Terpstra Employment Offer.pdf](#)
[Employment Offer - RFT Clerk-Typist 3.pdf](#)

Dana,

Attached are the last two employment offers. [REDACTED] offer has been accepted. I am instructed that [REDACTED] has accepted orally, and written confirmation is expected shortly.

Paul Hildebrand
 Associate Counsel
 LIDSTONE & COMPANY
 Barristers and Solicitors
 Suite 1300 - Sun Tower
 128 Pender Street West
 Vancouver, BC V6B 1R8
 604.899.2269 P
 604.899.2281 F
 604.789.3258 C

From: Jacquie Johnstone [mailto:JJohnstone@whiterockcity.ca]
Sent: October-30-15 9:31 AM
To: Paul Hildebrand
Cc: Dan Bottrill
Subject: Employment Offer - [REDACTED]

Hi Paul,

Here is another signed off employment offer. We are expecting the last one, [REDACTED] early this afternoon.

[REDACTED] has verbally expected our offer. In the meantime, I have attached the unsigned offer letter.

JACQUIE JOHNSTONE
 Director, Human Resources, City of White Rock
 15322 Buena Vista Avenue, White Rock, BC V4B 1Y6
 Tel: 604.541.2157 | www.whiterockcity.ca

Email signature logo



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This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

October 27, 2015

Delivered via email:

Dear

RE: EMPLOYMENT OFFER - TEMPORARY FULL-TIME CLERK-TYPIST 2

It is my pleasure to write this letter outlining the City of White Rock's offer of Temporary Full-Time employment as a Clerk-Typist 2 in the Engineering and Municipal Operations Department, reporting to Greg St. Louis, Director, Engineering and Municipal Operations, commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock. This appointment is for six (6) months and is expected to end on April 29, 2016, but may be shortened or lengthened due to operational requirements.

You will be paid at Pay Grade 13, Step 3, or \$26.31 hourly and you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01, which the City has agreed to forward to the Union. Your normal weekly schedule in your Temporary Full-Time appointment will be thirty five (35) hours, worked Monday through Friday from 8:30 a.m. to 4:30 p.m., exclusive of a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks per day.

Your on-going work performance during your appointment will be reviewed based on the Work Plan that will be established and discussed with you shortly upon beginning in the role.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website. Here is an overview of your entitlements:

- **Vacation:** Vacation credits will be granted as outlined in the Collective Agreement. In 2015, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month, or portion of a month greater than one-half (1/2), worked by December 31, 2015. In 2016, you will receive [REDACTED] Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation and Culture programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

1 of 2

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- **Pension:** Pension contributions to the Municipal Pension Plan will commence once you meet current eligibility requirements as outlined in the orientation process. The City and employee both contribute to this benefit.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

Please indicate your response by no later than end of day, Wednesday October 28, 2015.

We would be pleased to have you join our team!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: Greg St. Louis, Director, Engineering and Municipal Operations
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

Oct. 30 2015
Date

October 27, 2015

Delivered via email:

Dear

**RE: EMPLOYMENT OFFER - REGULAR FULL-TIME CLERK-TYPIST 3
END OF APPOINTMENT – CASUAL CLERK-TYPIST 3**

It is my pleasure to write this letter outlining the City of White Rock's offer of Regular Full-Time employment as a Clerk-Typist 3 in the Financial Services Department commencing the day of asset transfer. This offer is subject to the transfer of assets from EPCOR to the Corporation of the City of White Rock. We recognize that you are currently

This letter also advises that your employment as a Casual Clerk-Typist 3 in the Financial Services Department will end upon your Regular-Full Time appointment with the City.

You will be paid at Pay Grade 15, Step 5, or \$27.75 and you will report to Janene Brierley-Green, Manager, Revenue Services and you will be expected to pay union dues in accordance with the constitution and/or by-laws of CUPE 402-01, which the City has agreed to forward to the Union. So long as you remain in your Regular Full-Time position, your weekly schedule shall be based on forty (40) hours per week, worked Monday through Friday. Your normal daily work hours will be discussed with you upon beginning in the position and will be nine (9) consecutive hours, inclusive of a one (1) hour unpaid meal period and two (2) paid fifteen (15) minute breaks. In recognition of your service with EPCOR, your probation period has been waived.

The City offers a range of benefits which are detailed in the Collective Agreement and the HR Staff Policy Directives. These documents are available for review from Human Resources, your department, or our employee website.

An overview of your entitlements follows:

- **MSP, Extended Health, Dental Benefits, Life Insurance and Accidental Death and Dismemberment Insurances:** These benefits are provided on a cost-shared basis with 70% paid by the City and 30% by the employee and will commence on the first of the month following your date of hire. These benefits will continue during the period of time you are on leave provided that you make arrangements to pay the employee's share of the benefit premiums for that period. You do have the option to terminate or waive select benefits; however, you may be subject to Health Evidence requirements upon reinstating benefits at the time of your return to work. Please contact Hannah Edwards (hedwards@whiterockcity.ca or 604 541-2156) for more information and to finalize your decision.

Human Resources
P: 604.541.2158 | F: 604.541.2150

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

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- **Vacation:** As a Regular Full-Time employee you will [REDACTED] In recognition that your vacation entitlement from EPCOR is based on a service date [REDACTED] the City will honor this date to establish your annual paid vacation entitlement. Upon your return in 2016, you will receive your current year vacation entitlement, pro-rated accordingly. In 2017, your full entitlement will be [REDACTED] Time is granted in full at the beginning of each calendar year, to be used by December 31.
- **Sick Leave:** Sick leave credits will be granted as outlined in the Collective Agreement, or one and one-half (1.5) days per completed month. Upon appointment with the City, [REDACTED] will be credited to your bank, which will be available to you upon your return if needed. These credits may be drawn upon for paid time off when unable to work due to illness or injury. Satisfactory medical evidence may be required, as per City policies.
- **Pension:** Pension contributions to the Municipal Pension Plan will commence immediately upon your return to work. The City and employee both contribute to this benefit.
- **Employee and Family Assistance Program:** You and your household are entitled to participate in our Employee Assistance Program. Our current provider is Peace Arch Community Services.
- **Gratuity:** To recognize wellness, you may earn up to three (3) days credit in each completed calendar year based on sick leave usage. Earned gratuity is paid out when you leave the service, provided that you have completed at least three (3) years of service with the Corporation.
- **Recreation Program for City Employees:** Each season you may register for approved Recreation programs after an annual nominal registration fee is paid. Details are available on the employee website or through the Recreation and Culture Department.

The terms of employment are outlined in more detail in the Collective Agreement and City policies. To indicate your acceptance of these terms, please sign in the space below.

We would be pleased to have you join our team in this capacity!

Sincerely,



Jacquie Johnstone
Director, Human Resources

cc: Janene Brierley-Green, Manager, Revenue Services
Payroll
CUPE 402-01
Employee File

I have read the above and agree to the terms and conditions.

[REDACTED]

Date

107

SALE OF UTILITY ASSETS
BY
EPCOR WHITE ROCK WATER INC. ("EPCOR" or the "Vendor")
TO
CITY OF WHITE ROCK (the "CITY" or the "Purchaser")

CLOSING AGENDA

CLOSING:

DATE: October 30, 2015
TIME: 5:00 p.m. (PDT)
PLACE: Electronic exchange of documents (except as otherwise noted)

DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the asset purchase agreement between EPCOR and the City dated as of August 23, 2015 (the "Purchase Agreement").

COMPLETION OF CLOSING

Each of the deliveries and payments tabled at Pre-Closing or Closing shall be held in escrow until:

- (a) each item has been presented as required, examined and found to be satisfactory, and accepted by or on behalf of the party entitled to such document or payment; and
- (b) all parties agree that the escrow is to be terminated.

All matters taking place at Closing will be considered to take place simultaneously, and no delivery of any document will be deemed complete until all transactions and deliveries of documents listed in this closing agenda are completed. The documents and steps listed in this closing agenda have been placed in the order they appear solely for descriptive purposes. The order is not intended to indicate that the documents become effective or that the steps are to be taken in that order. Documents will be delivered, payment will be made and other steps will be taken in the order which gives effect to the intentions of the parties as evidenced by the various agreements referred to in this closing agenda.

This closing agenda has been prepared for the convenience of the parties only and must not be construed as amending or modifying the agreements or other documents involved in any of the transactions dealt with in this closing agenda. This closing agenda is subject to the Purchase Agreement, and in the event of any conflict between this closing agenda and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
A. PRE-CLOSING DOCUMENTS				
1.	Confidentiality Agreement	N/A	EPCOR/City	Completed
2.	Letter Agreement re exchange of Valuations	N/A	EPCOR/City	Completed
3.	Letter of Intent	N/A	EPCOR/City	Completed
4.	Asset Purchase Agreement	N/A	EPCOR/City	Completed
5.	Request by EPCOR for the City to make offers of employment to Utility Employees and Acknowledgement of receipt by City	5.04(a)	EPCOR	Completed
6.	Acknowledgement of receipt by City of Item 5	N/A	City	Completed
B. CLOSING DOCUMENTS				
Vendor's Closing Deliveries				
<i>Conveyance Documents</i>				
7.	Form A Transfer documents and Property Transfer Form for: <ul style="list-style-type: none"> • 029-076-242, Lot 2 Sec 10 Tp 1 NWD Plan EPP25563 • 007-563-191, Lot 17 Bl 17 Sec 11 Tp 1 NWD Plan 2793 • 007-563-205, Lot 18 Bl 17 Sec 11 Tp 1 NWD Plan 2793 • 007-563-906, Lot 1 Bl 1 Sec 10 Tp 1 NWD Plan 12415 • 007-563-949, Lot 2 Bl 1 Sec 10 Tp 1 NWD Plan 12415 • 007-563-981, Lot 3 Bl 1 Sec 10 Tp1 NWD Plan 12415 • 007-560-923, Lot "D" Sec 11 Tp 1 NWD Plan 24118 	8.01(a)	EPCOR	Form agreed to Complete

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
8.	<p>Form C Assignments for:</p> <ul style="list-style-type: none"> • Statutory Right of Way E43905 • Statutory Right of Way E43906 • Statutory Right of Way E43912 • Statutory Right of Way E54089 • Statutory Right of Way G101210 • Statutory Right of Way G92268 • Statutory Right of Way J73540 • Statutory Right of Way BB1289674 • Statutory Right of Way CA2646849 	8.01(a)	EPCOR	Form agreed to. <u>Complete</u>
9.	Assignment and Assumption Agreement re Goods and Services Agreement with Tritech, along with consent of Tritech	7.01(b), 8.02(b), 8.03(b)	EPCOR/City	Form agreed to. Alternate form (no Tritech consent) sent to <u>Paul/Lindsay-Tritech consent obtained. To revise amending provisions.</u>
10.	Intentionally Deleted.			
11.	Assignment and Assumption Agreement re Lease Agreement with KNV Properties, along with consent of KNV Properties	7.01(b), 8.02(b), 8.03(b)	EPCOR/City	Form agreed to. Out for execution by landlord. <u>Complete</u>
12.	Intentionally Deleted.			
13.	General Conveyance	8.02(d)	EPCOR/City	Form agreed to. <u>Complete</u>
14.	Bill of Sale	8.02(d)	EPCOR/City	Form agreed to. <u>Complete</u>
15.	Assignment and Assumption of Fraser Health Authority Construction Permits	8.02(e)	EPCOR	Form agreed to. <u>Complete</u>
16.	Bill of Sale for vehicles purchased in addition to the Assets	NA	EPCOR/City	Revised version sent to Paul/Lindsay. <u>Complete</u>
<i>Adjustments</i>				
17.	Statement of Adjustments contemplated by Section 2.10	8.02(h), 2.10	Not Applicable	Not Applicable

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
18.	Statement of Adjustments contemplated by Section 2.11	8.02(i), 2.11	Vendor	Revised version sent to Paul/Lindsay. To be finalized.
<i>Required Consents</i>				
19.	Comptroller Approval	7.01(a), 8.02(j)	EPCOR	Complete
20.	City of Surrey	7.01(a), 8.02(j)	EPCOR	Complete
21.	Fraser Health Authority – Permit to Operate	7.01(a)	City	EPCOR reviewing. Complete
22.	Fraser Health Authority – Confirmation of Transfer of Construction Permits	7.01(a), 8.02(j)	EPCOR	Complete
23.	Contractual Consents	7.01(b), 8.02(j)	EPCOR/City	See items 9 through 11
<i>Corporate Matters</i>				
24.	Certified copy of the resolutions of the shareholders of the Vendor	8.02(k)	Vendor	Draft sent to Paul/Lindsay. Complete
25.	Certificate of an Officer of the Vendor re Representations and Warranties and Covenants	8.02(l)	Vendor	Form agreed to. Complete

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
Purchaser's Closing Deliveries				
<i>Payments and Related Matters</i>				
26.	Payment of: <ul style="list-style-type: none"> • the Advance Payment; • the adjustments contemplated by Section 2.11; • any amounts payable pursuant to Section 8.03(i); • amounts related to the security deposit for the leased office space; and • amounts related to purchased vehicles, {less • Builders Lien Act holdback amounts related to the Trittech contract.} 	8.03(a) 2.11 8.03(i), 5.04(b) NA NA NA	City	[City and EPCOR to finalize]
27.	Receipt of Vendor for Payment referenced in Item 26	NA	EPCOR	Revised version sent to Paul/Lindsay. Complete.
28.	GST Certificate	8.03(e)	City	Form agreed to. Complete.
29.	GST Election form	2.09	City/EPCOR	Form agreed to. Complete.
30.	PST Indemnity Agreement	NA	City/EPCOR	Form agreed to. Complete.
<i>Conveyance Documents</i>				
31.	Assignment and Assumption Agreements referenced in Items 9 through 11	8.03(b)	City	See items 9 through 11

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
<i>Corporate Matters</i>				
32.	Certified copy of the resolutions of the Council of the Purchaser	8.03(f)	City	{City's counsel to draft} <u>Complete.</u>
33.	Certificate of an Officer of the City re Representations and Warranties and Covenants	8.03(g)	City	Form agreed to. <u>Complete.</u>
<i>Other Matters</i>				
34.	Evidence of Offers of Employment by the City and Acceptance of such offers by Requested Utility Employees	8.03(h)	City	[Need offers for administrative staff]
35.	Modification of Asset Purchase Agreement	NA	City/EPCOR	Form agreed to. <u>Complete.</u>
36.	License Agreement re TWQM Phase I construction staging area	NA	City/EPCOR	Form agreed to. <u>Complete.</u>
C. POST-CLOSING MATTERS				
37.	Transfer/Tax Forms for vehicles	NA	EPCOR/City	{Vendor to obtain forms and Parties to exchange with City at key turnover}
38.	Filing of GST Election	2.09	City/EPCOR	To be filed at the end of the month following the Closing Date
39.	Filing of Form C related to the assignment of the Lease	NA	City	To be filed on January 1, 2016
40.	Delivery of Financial Statements of the Vendor related to the Utility for the period from January 1, 2015 to the Closing Date	5.13	EPCOR	To be delivered within 90 days of the Closing Date

THIS AMENDING, ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective the 30th day of October, 2015.

BETWEEN:

EPCOR WHITE ROCK WATER INC., a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the "Assignor")

AND:

CITY OF WHITE ROCK, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the "Assignee")

AND:

TRITECH GROUP LTD, a company validly subsisting under the laws of British Columbia and having its head office at 5413 – 271 Street, Langley BC V4W 3Y7

("Tritech")

WHEREAS:

A. The Assignor and Tritech entered into a Good and Services Contract bearing Agreement Number 674421 dated September 12, 2014 (the "**Assigned Contract**").

B. The Assignor and the Assignee are parties to an Asset Purchase Agreement dated the 28th day of August, 2015 (the "**Purchase Agreement**") pertaining to the purchase and sale of certain utility assets of the Assignor.

C. The Assignor, in accordance with the terms and conditions of the Purchase Agreement, has agreed to sell and assign to the Assignee, effective as of October 30, 2015 (the "**Closing Date**"), the full benefit of the Assigned Contract and any related holdback funds, including, without limitation, any builders' lien holdbacks or deficiency holdbacks (the "**Holdbacks**").

D. The parties to this Amending, Assignment and Assumption Agreement are agreeable to the assignment of the Assigned Contract and the Holdbacks as well as certain amendments to the Assigned Contract.

NOW THEREFORE THIS AMENDING ASSIGNMENT AND ASSUMPTION AGREEMENT WITNESSETH THAT in consideration of the premises and the agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties do hereby agree as follows:

ARTICLE 1
AMENDMENTS AND CONFIRMATIONS

Amendment

1.01 The parties agree that the Assigned Contract is amended as follows:

- (a) The Work Schedule is amended such that the date for Substantial Performance project ~~[completion date]~~ will be is December 15, 2015. ~~[NTD: Need to ensure that we're referencing the correct term/date.]~~

1.02 The parties confirm that:

- (a) the total Contract Price is equal to the original price of \$3,512,676, plus \$109,673.42 pursuant to Change Order 1, for a total of \$3,622,349.42; and
- (b) the amount of the Contract Price left to completion is \$283,968.

ARTICLE 2
ASSIGNMENT

Assignment

2.01 The Assignor does hereby absolutely, irrevocably and unconditionally assign, grant, transfer and set over to the Assignee, from the Closing Date, all of the Assignor's estate, right, title, interest, claim and demand whatsoever, both at law and in equity, in and to the Assigned Contract and the Holdbacks, with full power and authority for the Assignee to use the name of the Assignor in enforcing the performance of all covenants and other matters and things contained in the Assigned Contract or related to the Holdbacks. The estate, right, title, interest, claim and demand hereby assigned includes (without restricting the generality of the foregoing):

- (a) all claims for damages for breach by Trittech of any of the terms or conditions of the Assigned Contract, and all warranties and indemnity provisions contained therein;
- (b) any right to terminate the Assigned Contract; and
- (c) the right of the Assignor to perform the Assigned Contract and to compel performance of the terms thereof.

Covenant of the Assignee

2.02 The Assignee will, from the Closing Date and throughout the residue of the term of the Assigned Contract, be bound by and observe and perform all covenants, terms, conditions

and other provisions set forth in the Assigned Contract, including any obligations pursuant to the *Builders Lien Act*, to be observed and performed by the Assignor therein. The Assignee shall be liable to the Assignor for and shall indemnify and save harmless the Assignor of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with any breach or non-observance, after the Closing Date, by the Assignee of the obligations hereby assumed under the Assigned Contract or the *Builders Lien Act*.

Acceptance of Assignment

2.03 The Assignee hereby accepts the assignment of the Assigned Contract and the Holdbacks in its favour herein contained.

Covenant of Assignor

2.04 The Assignor shall be liable to the Assignee for and shall indemnify and save harmless the Assignee of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignee or which the Assignee may sustain, pay or incur as a result of or in connection with any breach or non-observance, on or prior to the Closing Date, by the Assignor of its obligations under the Assigned Contract.

Non-Assignable Contracts

2.05 If the estate, right, title, interest and claim of the Assignor in and to the Assigned Contract or the Holdbacks (collectively, the "**Interests**") are not assignable to the Assignee (because the Interests are by their terms personal to the Assignor or because the assignment thereof is conditional upon the approval of any other party thereto and such approval has not been obtained as at the Closing Date or because the remedies for enforcement thereof would not pass to the Assignee as an incident of the same), then the Assignor shall hold the Interests in trust (to the extent not illegal or prohibited by the other party thereto) for the Assignee and perform the rights in respect of such Interests in its name and at the expense of the Assignee, and the benefits and all liabilities and burdens derived thereunder shall be for the account of the Assignee; provided that, where the assignment of such Interests is conditional upon the approval of some other party thereto, such trusts shall terminate and the assignment to the Assignee of the Interests shall become effective immediately upon obtaining the aforementioned approval.

Holdbacks

2.06 The Assignee agrees that it will be responsible to pay all applicable Sales Taxes or GST payable in connection with the Holdbacks.

2.07 The Assignee will, from the Closing Date and throughout the residue of the term of the Assigned Contract, assume all covenants, agreements, obligations and liabilities in relation

to the Holdbacks whether under the Assigned Contract or the *Builders Lien Act*. The Assignee shall be liable to the Assignor for and shall indemnify and save harmless the Assignor of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with the Holdbacks, except to the extent caused by the Assignor's own wrongdoing.

Tritech's Agreements

2.08 Tritech hereby:

- (a) agrees that the Assignor is released and discharged from, and the Assignee assumes, all covenants, agreements, obligations and liabilities under the Assigned Contract and the *Builders Lien Act* with respect thereto and in relation to the Holdbacks, effective as of the Closing Date;
- (b) confirms that the amount of the Holdbacks should be \$258,258.14 as of the Closing Date based upon the portion of the contract price that has been paid by the Assignor to Tritech up to and including the Closing Date pursuant to the terms of the Assigned Contract and confirms that there are no outstanding invoices that are due and payable prior to the Closing Date; and
- (c) consents to and authorizes the Assignor to transfer the Holdbacks to the Assignee and upon such transfer, the Assignor is released from its obligations with respect to the Holdbacks pursuant to the Assigned Contract and the *Builders Lien Act*.

ARTICLE 3 GENERAL PROVISIONS

Time

3.01 Time shall be of the essence of this Amending, Assignment and Assumption Agreement.

Amendment

3.02 This Amending, Assignment and Assumption Agreement may only be amended by an agreement in writing signed by all of the parties hereto.

Entire Agreement

3.03 This Amending, Assignment and Assumption Agreement sets forth the entire agreement of the parties respecting the assignment and assumption of the Assigned Contract and merges all prior discussions between them, subject to, as between the Assignor and the Assignee only, the terms of the Purchase Agreement. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Amending,

Assignment and Assumption Agreement, except as provided for herein and in the Assigned Contract, and, as between the Assignor and the Assignee only, as is expressly provided for herein and in the Purchase Agreement.

No Merger

3.04 The execution and delivery of this Amending, Assignment and Assumption Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of the parties contained in the Assigned Contract or the Purchase Agreement, all of which shall survive the completion of the transactions contemplated therein in the manner provided in the Assigned Contract or the Purchase Agreement, respectively.

Further Assurances

3.05 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Amending, Assignment and Assumption Agreement in accordance with their true intent. In addition, each party will conduct itself in relation to this Amending, Assignment and Assumption Agreement, and exercise its rights under this Amending, Assignment and Assumption Agreement, in good faith and in a commercially reasonable manner.

Conflict

3.06 As between the Assignor and Assignee, if there is any conflict between the provisions of this Assignment and Assumption Agreement and the Purchase Agreement, then the provisions of the Purchase Agreement, to the extent of such conflict, shall prevail over the provisions of this Assignment and Assumption Agreement.

Governing Law

3.07 This Amending, Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Enurement

3.08 This Amending, Assignment and Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.

Ratification

3.09 This Amending, Assignment and Assumption Agreement will be read and construed together with the Assigned Contract, and the Assigned Contract, as modified by this Amending, Assignment and Assumption Agreement will continue in full force and effect in accordance with the conditions thereof and hereof. The parties confirm and ratify the Assigned Contract, as amended by this Amending, Assignment and Assumption Agreement.

Counterparts, etc.

3.10 This Amending, Assignment and Assumption Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Amending, Assignment and Assumption Agreement is as effective as delivery of an originally executed counterpart of this Amending, Assignment and Assumption Agreement. Any party delivering an executed counterpart of this Amending, Assignment and Assumption Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Amending, Assignment and Assumption Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Amending, Assignment and Assumption Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF the parties hereto have executed this Amending, Assignment and Assumption Agreement on the day and year first above written.

EPCOR WHITE ROCK WATER INC.

Per:

Authorized signatory

Print name:

Position:

CITY OF WHITE ROCK

Per:

Mayor

Corporate Officer

TRITECH GROUP LTD.

Per:

Authorized signatory

Print name:

Position:

From: [Bissoondatt, Dana](#)
To: [Henebury, Tracy](#); [Sheehan, Faye](#); sbatut@fasken.com; [Paul Hildebrand](#); [Lindsay Parcells](#)
Subject: RE: EPCOR - White Rock - Call re Closing Preparations
Date: Tuesday, October 20, 2015 8:32:16 PM
Attachments: [EPCOR - White Rock - Closing Agenda \(EPCOR Oct 20 15\).docx](#)

Attached is the draft closing agenda. It may still be a bit rough and I appreciate any comments.

Dana

-----Original Appointment-----

From: Bissoondatt, Dana
Sent: Tuesday, October 20, 2015 6:16 PM
To: Bissoondatt, Dana; Henebury, Tracy; Sheehan, Faye; sbatut@fasken.com; Paul Hildebrand (hildebrand@lidstone.info); Lindsay Parcells
Subject: EPCOR - White Rock - Call re Closing Preparations
When: Wednesday, October 21, 2015 11:00 AM-12:00 PM (UTC-07:00) Mountain Time (US & Canada).
Where: Conference Call

Closing agenda to follow later tonight.

Conference Reference: 526673

Participant Access code: 8095265 #

Dial-in Phone Numbers:

1-877-385-4099 Toll Free (Canada & USA)
 613-212-4220 Ottawa
 514-395-9913 Montreal
 604-899-2339 Vancouver
 403-232-0994 Calgary
 780-421-1483 Edmonton
 416-883-0133 Toronto

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SALE OF UTILITY ASSETS
BY
EPCOR WHITE ROCK WATER INC. ("EPCOR" or the "Vendor")
TO
CITY OF WHITE ROCK (the "CITY" or the "Purchaser")

CLOSING AGENDA

CLOSING:

DATE: October 30, 2015
TIME: TBD (PDT)
PLACE: Electronic exchange of documents (except as otherwise noted)

DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the asset purchase agreement between EPCOR and the City dated as of August 23, 2015 (the "Purchase Agreement").

COMPLETION OF CLOSING

Each of the deliveries and payments tabled at Pre-Closing or Closing shall be held in escrow until:

- (a) each item has been presented as required, examined and found to be satisfactory, and accepted by or on behalf of the party entitled to such document or payment; and
- (b) all parties agree that the escrow is to be terminated.

All matters taking place at Closing will be considered to take place simultaneously, and no delivery of any document will be deemed complete until all transactions and deliveries of documents listed in this closing agenda are completed. The documents and steps listed in this closing agenda have been placed in the order they appear solely for descriptive purposes. The order is not intended to indicate that the documents become effective or that the steps are to be taken in that order. Documents will be delivered, payment will be made and other steps will be taken in the order which gives effect to the intentions of the parties as evidenced by the various agreements referred to in this closing agenda.

This closing agenda has been prepared for the convenience of the parties only and must not be construed as amending or modifying the agreements or other documents involved in any of the transactions dealt with in this closing agenda. This closing agenda is subject to the Purchase Agreement, and in the event of any conflict between this closing agenda and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
A. PRE-CLOSING DOCUMENTS				
1.	Confidentiality Agreement	N/A	EPCOR/City	Completed
2.	Letter Agreement re exchange of Valuations	N/A	EPCOR/City	Completed
3.	Letter of Intent	N/A	EPCOR/City	Completed
4.	Asset Purchase Agreement	N/A	EPCOR/City	Completed
5.	Request by EPCOR for the City to make offers of employment to Utility Employees and Acknowledgement of receipt by City	5.04(a)	EPCOR	Completed
6.	Acknowledgement of receipt by City of Item 5	N/A	City	Completed
B. CLOSING DOCUMENTS				
Vendor's Closing Deliveries				
<i>Conveyance Documents</i>				
7.	Form A Transfer documents for: [list properties]	8.01(a)	EPCOR	[City's counsel to draft]
8.	Form C Assignments for: [list rights of way]	8.01(a)	EPCOR	[City's counsel to draft]
9.	Assignment and Assumption Agreement re Goods and Services Agreement with Tritech, along with consent of Tritech	7.01(b), 8.02(b), 8.03(b)	EPCOR/City	[Vendor's counsel to draft]

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
10.	Assignment and Assumption Agreement re Goods and Services Agreement with Graham Construction, , along with consent of Graham Construction	7.01(b), 8.02(b), 8.03(b)	EPCOR/City	[Vendor's counsel to draft]
11.	Assignment and Assumption Agreement re Lease Agreement with [Landlord], along with consent of [Landlord]	7.01(b), 8.02(b), 8.03(b)	EPCOR/City	[Vendor's counsel to draft]
12.	General Conveyance/Bill of Sale for Assets	8.02(d)	EPCOR/City	[City's counsel to draft]
13.	Confirmation of assignment Fraser Health Authority Construction Permits [NTD: Assignment not needed for Comptroller or Surrey items]	8.02(e)	EPCOR	[EPCOR to obtain from Fraser Health following confirmation of City obtaining Operating Permit]
14.	Assignment and Assumption of Permitted Encumbrances [NTD: Upon consideration, we do not think this is needed. The Permitted Encumbrances run with the transferred real property]	8.02(f)	Not Applicable	Not Applicable
<i>Adjustments</i>				
15.	Statement of Adjustments contemplated by Section 2.10	8.02(h), 2.10	Not Applicable	Not Applicable
16.	Statement of Adjustments contemplated by Section 2.11	8.02(i), 2.11	Vendor	[Vendor's counsel to draft]
<i>Required Consents</i>				
17.	Comptroller Approval	7.01(a), 8.02(j)	EPCOR	[EPCOR awaiting receipt]
18.	City of Surrey	7.01(a), 8.02(j)	EPCOR	[EPCOR awaiting receipt]

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
19.	Fraser Health Authority – Permit to Operate	7.01(a)	City	[City awaiting receipt]
20.	Fraser Health Authority – Confirmation of Transfer of Construction Permits	7.01(a), 8.02(j)	EPCOR	See item 13
21.	Contractual Consents	7.01(b), 8.02(j)	EPCOR/City	See items 9 through 11
<i>Corporate Matters</i>				
22.	Certified copy of the resolutions of the shareholders of the Vendor	8.02(k)	Vendor	[Vendor’s counsel to draft]
23.	Certificate of an Officer of the Vendor re Representations and Warranties and Covenants	8.02(l)	Vendor	[Vendor’s counsel to draft]
Vendor’s Closing Deliveries				
<i>Payments and Related Matters</i>				
24.	Payment of: <ul style="list-style-type: none"> • the Advance Payment; • [taxes]; [NTD: to discuss handling] • the adjustments contemplated by Section 2.11; and • any amounts payable pursuant to Section 5.04(b) 	8.03(a) 2.11 8.03(i), 5.04(b)	City	[City and EPCOR to finalize]
25.	GST Certificate	8.03(e)	City	[City’s counsel to draft]
26.	GST and PST Acknowledgement and Undertaking	NA	City/EPCOR	[Vendor’s counsel to draft]

	DOCUMENT	Reference (Purchase Agreement unless otherwise noted)	EXECUTED BY/ RESPONSIBILITY	STATUS
<i>Conveyance Documents</i>				
27.	Assignment and Assumption Agreements referenced in Items 9 through 11	8.03(b)	City	See items 9 through 11
28.	<i>Corporate Matters</i>			
29.	Certified copy of the resolutions of the Council of the Purchaser	8.03(f)	City	[Vendor's counsel to draft]
30.	Certificate of an Officer of the City re Representations and Warranties and Covenants	8.03(g)	City	[Vendor's counsel to draft]
<i>Other Matters</i>				
31.	Evidence of Offers of Employment by the City and Acceptance of such offers by Requested Utility Employees	8.03(h)	City	[City to provide]
C. POST-CLOSING MATTERS				
32.	Delivery of Financial Statements of the Vendor related to the Utility for the period from January 1, 2015 to the Closing Date	5.13	EPCOR	To be delivered within 90 days of the Closing Date
33.	<i>[Remainder of post-closing items list to be developed]</i>			

From: Paul Hildebrand
To: "Henebury, Tracy"
Cc: Bissoondatt, Dana; Lindsay Parcels
Subject: RE: White Rock - Assignment of Lease and Graham Construction Contract
Date: Friday, October 23, 2015 3:48:00 PM
Attachments: [Lease Assignment - October 22 2015 \(2\) PH edits redlined.docx \(00340294xBCD32\).docx](#)
[image001.gif](#)

Tracy,

Please see suggested changes attached. The agreement should be consistent in being effective from January 1, 2016.

Paul Hildebrand
 Associate Counsel
 LIDSTONE & COMPANY
 Barristers and Solicitors
 Suite 1300 - Sun Tower
 128 Pender Street West
 Vancouver, BC V6B 1R8
 604.899.2269 P
 604.899.2281 F
 604.789.3258 C

From: Henebury, Tracy [mailto:THenebury@epcor.com]
Sent: October-22-15 3:36 PM
To: Paul Hildebrand
Cc: Bissoondatt, Dana; Lindsay Parcels
Subject: White Rock - Assignment of Lease and Graham Construction Contract

Hi Paul,

Please find the following documents attached for your review:

1. Assignment of Lease
2. Compare of the Assignment of Lease to the form of Assignment and Assumption Agreement attached as Schedule B to the APA
3. Assignment of Graham Construction Contract
4. Compare of the Assignment of Graham Construction Contract to the form of Assignment and Assumption Agreement attached as Schedule B to the APA

Can you please confirm as soon as possible that the attached are acceptable so that we can send them to the Landlord and Graham for review and signing? We are still finalizing some of the details in the Trittech Assignment with respect to the holdback account and hope to forward that for your review later today.

Please let me know if you have any questions or concerns.

Thank-you,



Tracy Henebury
Legal Counsel

EPCOR Utilities Inc.
Legal Services, 28th Floor
2000 – 10423 101 Street NW
Edmonton, AB T5H 0E8
Phone: (780) 412-3671
Fax: (780) 441-7118
thenebury@epcor.com
epcor.ca

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This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective the 1st day of January, 2016 (the "Effective Date"),

BETWEEN:

EPCOR WHITE ROCK WATER INC., a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the "Assignor")

AND:

CITY OF WHITE ROCK, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the "Assignee")

WHEREAS:

A. The Assignor and the Assignee are parties to an Asset Purchase Agreement dated the 28th day of August, 2015 (the "**Purchase Agreement**") pertaining to the purchase and sale of the Assets of the Assignor used in the Utility; and

B. The Assignor, in accordance with the terms and conditions of the Purchase Agreement, has agreed to sell to the Assignee, ~~effective as of the Closing Date,~~ the full benefit of the Lease dated October 27, 2010 between Tom R. Kirstein, Inc., Grant L. Neidig, Inc., William L. Vance, Inc., Marv Kjellbotn, Inc., CJB Holdings Inc., Wesco Management Ltd., 658746 B.C. Ltd., 0716132 B.C. Ltd. and 635340 B.C. Ltd., collectively known as KNV Properties (a co-ownership and hereinafter referred to as the "**Landlord**") and EPCOR Water Services Inc. (the "**Tenant**"), as assigned by the Tenant to the Assignor on April 4, 2013 (the "**Assigned Contract**");

NOW THEREFORE THIS ASSIGNMENT AND ASSUMPTION AGREEMENT WITNESSETH THAT in consideration of the premises and the agreements contained in the Purchase Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Definitions

1.01 Except where the context requires otherwise, the definitions provided for in the Purchase Agreement are adopted and incorporated by reference in this Assignment and Assumption Agreement.

ARTICLE 2
ASSIGNMENT

Assignment

2.01 The Assignor does hereby absolutely, irrevocably and unconditionally assign, grant, transfer and set over to the Assignee, from the Effective Closing Date, all of the Assignor's estate, right, title, interest, claim and demand whatsoever, both at law and in equity, in and to the Assigned Contract, with full power and authority for the Assignee to use the name of the Assignor in enforcing the performance of all covenants and other matters and things contained in the Assigned Contract. The estate, right, title, interest, claim and demand hereby assigned includes (without restricting the generality of the foregoing):

- (a) all claims for damages for breach by the Landlord of any of the terms or conditions of the Assigned Contract, and all warranties and indemnity provisions contained therein;
- (b) any right to terminate the Assigned Contract; and
- (c) the right of the Assignor to perform the Assigned Contract and to compel performance of the terms thereof.

Covenant of the Assignee

2.02 The Assignee will, from the Effective Closing Date and throughout the residue of the term of the Assigned Contract, be bound by and observe and perform all covenants, terms, conditions and other provisions set forth in the Assigned Contract to be observed and performed by the Assignor therein. The Assignee shall be liable to the Assignor for and shall indemnify and save harmless the Assignor of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with any breach or non-observance, after the Effective Closing Date, by the Assignee of the obligations hereby assumed under the Assigned Contract.

Acceptance of Assignment

2.03 The Assignee hereby accepts the assignment of the Assigned Contract in its favour herein contained.

Covenant of Assignor

2.04 The Assignor shall be liable to the Assignee for and shall indemnify and save harmless the Assignee of and from all manner of actions, causes of action, proceedings, claims,

demands, losses, costs, damages and expenses whatsoever (and without limiting the generality of the foregoing, legal costs on a solicitor and his own client full indemnity basis) which may be brought or made against the Assignee or which the Assignee may sustain, pay or incur as a result of or in connection with any breach or non-observance, on or prior to the Effective Closing Date, by the Assignor of its obligations under the Assigned Contract.

Non-Assignable Contracts

2.05 If the estate, right, title, interest and claim of the Assignor in and to the Assigned Contract (the "**Interests**") are not assignable to the Assignee (because the Interests are by their terms personal to the Assignor or because the assignment thereof is conditional upon the approval of any other party thereto and such approval has not been obtained as at the Effective Closing Date or because the remedies for enforcement thereof would not pass to the Assignee as an incident of the same), then the Assignor shall hold the Interests in trust (to the extent not illegal or prohibited by the other party thereto) for the Assignee and perform the rights in respect of such Interests in its name and at the expense of the Assignee, and the benefits and all liabilities and burdens derived thereunder shall be for the account of the Assignee; provided that, where the assignment of such Interests is conditional upon the approval of some other party thereto, such trusts shall terminate and the assignment to the Assignee of the Interests shall become effective immediately upon obtaining the aforementioned approval.

ARTICLE 3 GENERAL PROVISIONS

Time

3.01 Time shall be of the essence of this Assignment and Assumption Agreement.

Amendment

3.02 This Assignment and Assumption Agreement may only be amended by an agreement in writing signed by both of the parties hereto

Entire Agreement

3.03 Subject only to the terms of the Purchase Agreement, this Assignment and Assumption Agreement sets forth the entire agreement of the parties respecting the subject matter hereof and merges all prior discussions between them. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Assignment and Assumption Agreement, other than as is expressly provided for herein and in the Purchase Agreement.

No Merger

3.04 The execution and delivery of this Assignment and Assumption Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of

the Assignor or Assignee contained in the Purchase Agreement, all of which shall survive the closing of the transaction contemplated therein in the manner provided in the Purchase Agreement.

Further Assurances

3.05 The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Assignment and Assumption Agreement in accordance with their true intent. In addition, each party will conduct itself in relation to this Assignment and Assumption Agreement, and exercise its rights under this Assignment and Assumption Agreement, in good faith and in a commercially reasonable manner.

Conflict

3.06 If there is any conflict between the provisions of this Assignment and Assumption Agreement and the Purchase Agreement, then the provisions of the Purchase Agreement, to the extent of such conflict, shall prevail over the provisions of this Assignment and Assumption Agreement.

Governing Law

3.07 This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Enurement

3.08 This Assignment and Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.

Counterparts, etc.

3.09 This Assignment and Assumption Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Assignment and Assumption Agreement is as effective as delivery of an originally executed counterpart of this Assignment and Assumption Agreement. Any party delivering an executed counterpart of this Assignment and Assumption Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Assignment and Assumption Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Assignment and Assumption Agreement.

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

EPCOR WHITE ROCK WATER INC.

Per:

Authorized signatory
Print name:
Position:

CITY OF WHITE ROCK

Per:

Mayor

Corporate Officer

The Landlord hereby consents to the assignment of the Assigned Contract pursuant to the terms and conditions contained in this Assignment and Assumption Agreement. The Landlord hereby confirms that the Assignor is released and discharged from, and the Assignee assumes, all covenants, agreements, obligations and liabilities under the Assigned Contract, effective as of the Effective Closing Date.

The consent of the Landlord contained herein is restricted to this Assignment and Assumption Agreement, and the prohibition against the assignment of the Assigned Contract and subletting or parting with possession of the premises leased under the Assigned Contract (the "Premises") by the tenant under the Assigned Contract will otherwise remain in full force and effect. The Landlord's consent herein will not be deemed to be a consent to or waiver of the requirement for the Landlord's prior written consent to any further assignment of the Assigned Contract or subletting or parting with possession of the Premises or any part thereof.

[Insert name of corporate entity that will sign on behalf of KNV Properties], as authorized representative of the Landlord

Per:

I/We have authority to bind the Landlord
Print name:
Position:

{00340294; 1 }

Commented [HT1]: We are still determining the approach to signing for the landlord.

117

From: Lindsay Parcells
To: "Henebury, Tracy"; Paul Hildebrand
Cc: sbatut@fasken.com; Bissoondatt, Dana
Subject: RE: EPCOR - White Rock - Closing Documents (10175-102)
Date: Wednesday, October 28, 2015 11:13:00 AM
Attachments: [image001.gif](#)
[image002.gif](#)

This appears to be fine. Thanks.

Lindsay A. Parcells
Barrister & Solicitor
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
1.877.339.2199 TF
www.lidstone.info

Please consider the environment before printing this email and any attachments.

This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

From: Henebury, Tracy [mailto:THenebury@epcor.com]
Sent: Wednesday, October 28, 2015 9:01 AM
To: Paul Hildebrand; Lindsay Parcells
Cc: sbatut@fasken.com; Bissoondatt, Dana
Subject: RE: EPCOR - White Rock - Closing Documents

Hello,

Further to the below please find a revised version of Document 36 - License Agreement attached in clean and blackline. The only change was to shorten the termination notice period in Article 5 of Schedule A. The 30 day period conflicts with our obligations pursuant to a Sale Agreement in place with respect to the lands so we have revised that period to 20 days. We would appreciate receiving any comments you may have as soon as possible.

Please let us know if you have any questions or concerns.

Thank-you,



Tracy Henebury
Legal Counsel
Phone: (780) 412-3671

thenebury@epcor.com

From: Bissoondatt, Dana
Sent: October-27-15 8:02 PM
To: Paul Hildebrand (hildebrand@lidstone.info); Lindsay Parcels (parcells@lidstone.info)
Cc: Henebury, Tracy; sbatut@fasken.com
Subject: RE: EPCOR - White Rock - Closing Documents

Paul and Lindsay,

Attached are (most of) the remainder of the draft documents that we owed to you:

- Document 9 – Amending, Assignment and Assumption Agreement with Trittech. We’ve created a draft premised on that the parties are agreeable to one amendment to the underlying construction contract, namely the change of substantial completion date and that Trittech would sign to effect this and also to consent to the assignment. We are preparing an alternate form in case Trittech won’t sign, which would delete the amending portions and also delete reference to transferring the holdbacks as, statutorily, we can’t transfer the holdback amounts without the contractor’s consent. In that case, We’d likely have to include some provision that we’ll continue to hold and then disburse to Trittech once the appropriate conditions are met.
- Document 16 – Bill of Sale re vehicles. Tracy provided this to you yesterday (copy of her email attached for ease of reference)
- Document 18 – revised Statement of Adjustment to add the vehicle amount and fill in (in draft) some further numbers. Also, please see my additional commentary below on this.
- Document 24 – Certified Resolutions of the Vendor – will provide tomorrow.
- Document 27 – (Cross) Receipt for payments – revised to reflect updated statement of adjustments. The drafting on this might be a bit awkward as it attempts to reflect a set off items so comments (including by Sarah who hasn’t seen this yet) are welcome.
- Document 28 – GST certificate – no document attached – form previously circulated by Paul is acceptable.
- Document 30 – PST Indemnity Agreement
- Document 35 – Modification of Asset Purchase Agreement (formerly called Acknowledgement re Closing Time in the closing agenda). Note that we still might need to modify paragraph 2(g) which amends section 8.04(f) of the APA to utilize a trust approach for receipt of funds. I should have an answer for you on that tomorrow morning.
- Document 36 – License Agreement – draft attached.

I’ve also slightly further revised the closing agenda as per the cumulative redline (shows changes from Sunday in one colour and changes from today in another).

Re the Statement of Adjustments, we’ve considered the City’s request to adjust for the Fire Protection Levy, but can’t agree that it is an appropriate item for adjustment. If the purchaser were a different party, there would be no basis for claiming this amount as that purchaser would not have paid the levy to begin with and, for EPCOR as a vendor, the fact that the City is the purchaser is not relevant. Also, it is not the subject of a specific adjustment in the asset purchase agreement. In any purchase, in coming to a purchase price or mechanism to determine, a purchaser should either

account for the fact there was a service that remains that it would have to complete as the new owner of the business or, alternatively, have sought a specific adjustment within the purchase agreement. Here, there was no specific adjustment bargained for in the APA.

Nonetheless, we think that the City should be neutral to not receiving this amount now as it would remain as a current liability on the balance sheet of the utility which in turn is the starting point/a relevant factor when it comes to the valuation. That is to say, if the amount related to two months' worth of the levy is not paid as an adjustment and remains as a current liability, this is an amount which should decrease the value of the business (i.e. the final purchase price); whereas if it is paid as an adjustment, it reduces the current liabilities, which in turn would increase the value of the business (again, i.e. the final purchase price).

Dana

From: Bissoondatt, Dana
Sent: October-24-15 3:17 PM
To: Paul Hildebrand (hildebrand@lidstone.info); Lindsay Parcels (parcels@lidstone.info)
Cc: Henebury, Tracy; sbatut@fasken.com
Subject: EPCOR - White Rock - Closing Documents

Paul and Lindsay,

Please find attached a revised draft closing agenda to address our conversation last week and also some further items that we've identified.

I also take this opportunity to provide you with comments on a number of closing documents you had previously provided and/or drafts of documents that we were to prepare (numbered as per the current draft of the attached Closing Agenda):

- 7 – Form A transfer documents – no document attached. Please insert the tax assessment values for both of items 2b (Market Value) and 3 (Consideration).
 - Please add values to the PTT Form as well.
- 8 – Form C transfer documents. We are still in the process of reviewing the various legal descriptions. We will let you know if we have any comments based on that.
 - We do attach Clean and blackline copies of Assignment and Transfer of Rights of Way. Since this is an LTO document, we have deleted the execution blocks which will be contained in the Form C
- 9 – Assignment and Assumption Agreement with Trittech – no document attached. We are still reviewing how to deal with the holdbacks and will provide a document early this coming week.
- 10 – Assignment and Assumption Agreement with Graham – document previously provided by Tracy Henebury. Awaiting comments from Lidstone & Co., if any.
- 11 – Assignment and Assumption Agreement for the office lease – no document attached. Paul's reply draft of October 22 should work subject to sorting out the signatory(ies) by the landlord.
- 12 – Form C document for the assignment of lease – draft attached. We based the

- assignment terms on the same form as the one for SRW's
- 13 – Clean and blackline copies of the General Conveyance. For Section 4 – Trust, we have used the same provision as contained in the Assignment and Assumption Agreement attached as Schedule B to the Purchase Agreement. We have also deleted the Power of Attorney on the basis that the further assurances clause should be sufficient.
 - 14 – Clean and blackline copies of the Bill of Sale. We have deleted the representations which are duplicative or in addition to the ones contained within the Purchase Agreement.
 - 15 – Clean and blackline copies of the Assignment of Permits.
 - 16 – Bill of sale re vehicles – no document attached. We will provide this draft early this coming week.
 - 18 – Statement of Adjustments – draft attached. We believe that the property tax figures accord with the tax certificates that you had provided earlier this week. You'll see that I've included placemarkers for two items: (a) severance amount related to an admin person who was not offered substantially similar employment, noting that we hope to have this item finalized with the employee prior to close, if it is not, we will remove it from the statement of adjustments and the indemnity will become payable when the severance is finalized; and (b) the fire protection levy, noting that we are reviewing that internally and will get back to you on that early this week.
 - 19-22 – Regulatory approvals – to be received from relevant bodies in the coming week.
 - 23 – Repeat of 9-11.
 - 24 – Draft of certified resolutions of shareholders of the Vendor – to be drafted and provided early this week.
 - 25 – Clean and blackline copies of EPCOR's officer's certificate. Minor changes.
 - 26 – Payment amount to be finalized this coming week – no document attached.
 - 27 – Receipt of Vendor for payment in item 26 - draft attached.
 - 28 – GST Certificate – no document attached. Any comments to be provided early this coming week.
 - 29 – GST Election form – no document attached, but please add to the list of assets in Part C "tools, permits & licences, customer lists, accounts receivable, prepaids". Please also change the reporting period from October 30th to October 31st
 - 30 – PST Indemnity – new item as per discussions last week - draft attached.
 - 31 – repeat of items 9-11.
 - 32 – Certified resolutions of the Council – no document attached. Paul to provide draft certificate.
 - 33 – Clean and blackline copies of the City's officer's certificate. Minor changes.
 - 35 – Acknowledgement re closing time – no document attached. New item discussed on past conference call to make sure we have alignment on our effective closing time and possession time. We will provide this draft early in the coming week.
 - 36 – License Agreement Re TWQM Phase I Laydown Lands – no document attached. New item – I was just informed that the non-utility lands (which are not part of this sale) are being used as a laydown area for construction activities on Phase I of TWQM. We will provide a draft license agreement early this week.
 - 37 – Transfer/Tax Forms for vehicles – no document attached. New item - I understand this standard form is needed to transfer the vehicle registration. As per my separate email to

Paul and Greg St. Louis, I have suggested that Greg and Gary Martens of EPCOR obtain copies of this form and complete with exchange on the closing date.

cid:164514113@28092011-1866



Dana Bissoondatt

Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.
2000 – 10423 101 Street NW
Edmonton, AB T5H 0E8
Phone: (780) 412-3239
Fax: (780) 441-7118
epcor.com

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From: Paul Hildebrand
To: "Bissoondatt, Dana"
Subject: FW: Epcor Property Tax Certificates
Date: Thursday, October 22, 2015 8:58:00 AM
Attachments: [image004.jpg](#)
[EPCOR TC-15241 Roper - 2.pdf](#)
[EPCOR TC-15334 North Bluff - 1.pdf](#)
[EPCOR TC-15334 North Bluff - 2.pdf](#)
[EPCOR TC-no civic.pdf](#)
[EPCOR TC-1444 Oxford.pdf](#)
[EPCOR TC-1450 high.pdf](#)
[EPCOR TC-14811 Buena Vista.pdf](#)
[EPCOR TC-15241 Roper - 1.pdf](#)

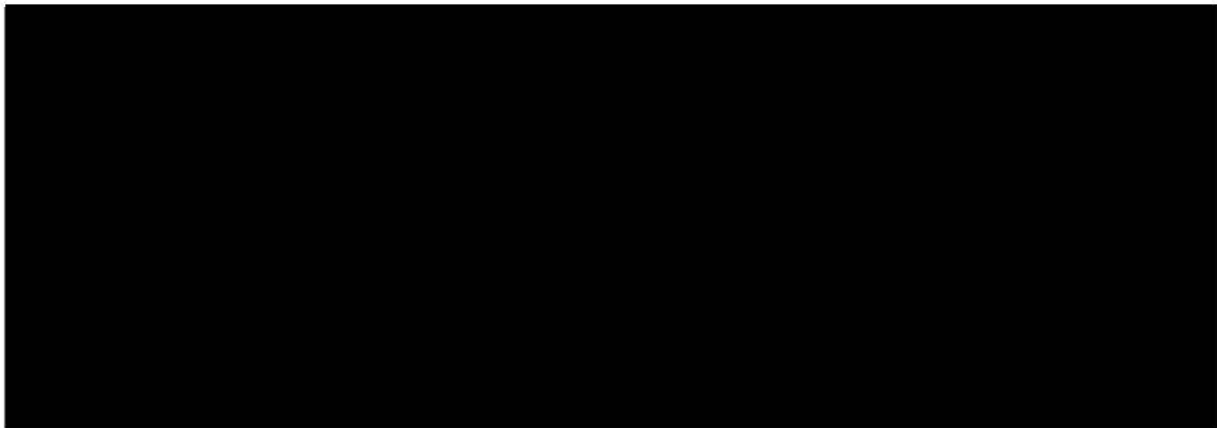
Dana,

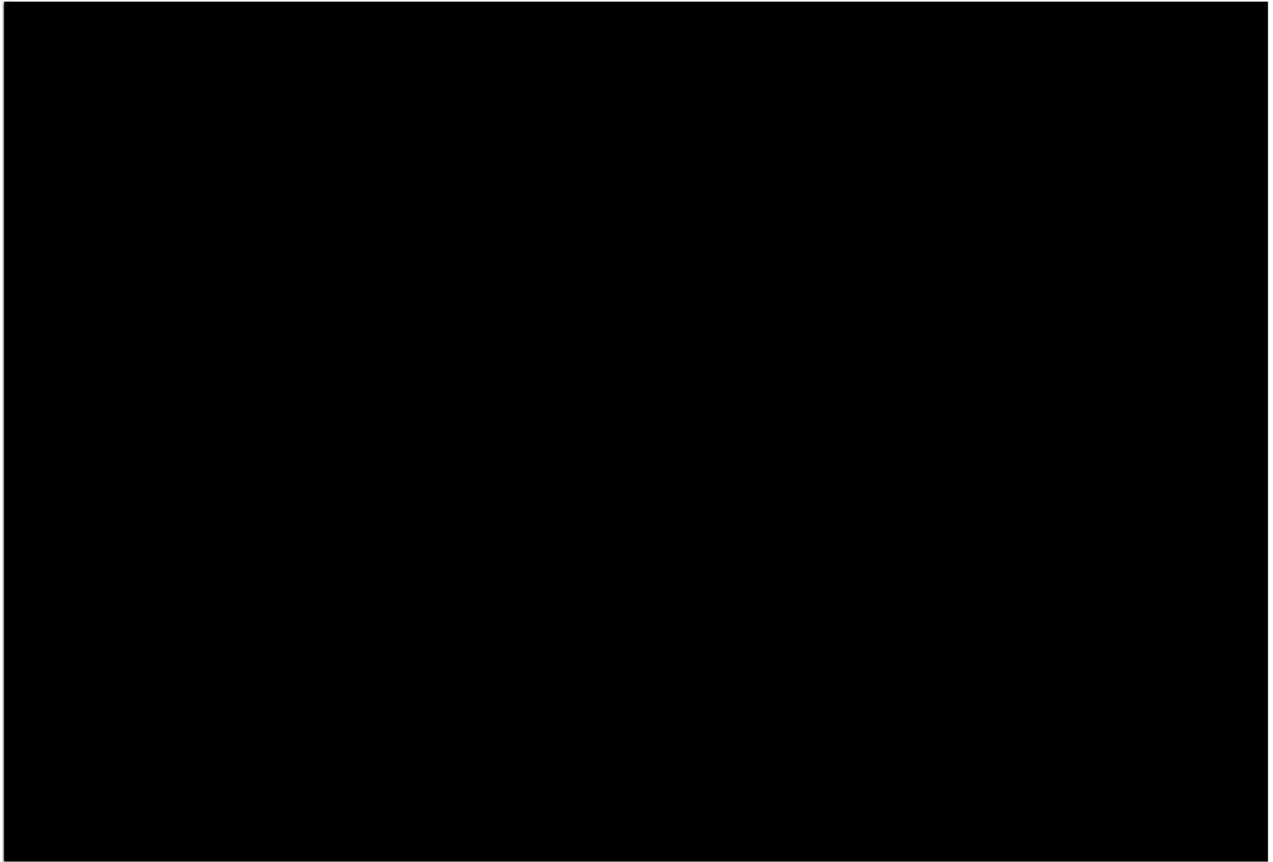
Tax certificates for the fee simple parcels attached. Hopefully this will assist in the statements of adjustments.

There is one additional adjustment that White Rock believes would be appropriate at this time. I am instructed as follows:

Epcor bills the City, once a year, for an annual Fire Protection levy based on various hydrant fees in the Tariff. This fee is for services related to the maintenance and provision of Fire Hydrants. The City has paid \$579,745.92 for this levy for the 2015 calendar year. Since the City will be only receiving these services from Epcor for 10 months of the year, we are entitled to a credit back for 2 months in the amount of \$96,624.32.

Paul Hildebrand
 Associate Counsel
 LIDSTONE & COMPANY
 Barristers and Solicitors
 Suite 1300 - Sun Tower
 128 Pender Street West
 Vancouver, BC V6B 1R8
 604.899.2269 P
 604.899.2281 F
 604.789.3258 C





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WHITE ROCK

City by the Sea!

CITY OF WHITE ROCK PROPERTY TAX CERTIFICATE

Printed: Oct 20, 2015

126
15322 Buena Vista Ave
White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes.
Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages.
THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 002922.000 **LTO No.:** BB235685
Pid: 007-563-205 **MHR No.:**
Additional Pids: 007-563-191
Civic: 15241 ROPER AVE
Legal: LT 18/ BLK 17/ SEC 11/ NWD/ PL 2793/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	0	0	0

2015 Levies, Grants, Deferrals		Property Taxes Owning As At Oct 20, 2015		2016 Instalments	
Total Levy	3,191.40	Delinquent (2013)	0.00	Payments Made	0.00
Grant Available		Arrears (2014)	0.00	Interest Earned	0.00
65 and over	0.00	Interest to Oct 20, 2015	0.00	Adjustments	0.00
Under 65	0.00	Current (2015)	<u>0.00</u>	Balance as at	
			0.00	Oct 20, 2015	0.00
Grant Claimed	0.00	Penalties	<u>0.00</u>		
Deferred	0.00	Total Taxes Owning	<u><u>0.00</u></u>		

Local Service Area

Bylaw	Expires	Type	Levy	Status
1440 SANITARY SEWER PARCEL TAX	Jul 2, 2033	FIXED	83.17	Included in Taxes

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
RS-1 DRAINAGE UTILITY FEE	401.65

Important Property Comments

GENERAL ALL LEVIES AND UTILITIES ARE INCLUDED IN THE GROSS TAXES EXCEPT FOR WATER, WHICH IS PROVIDED BY EPCOR WHITE ROCK WATER INC. (PRIVATELY OWNED) 604-536-6112.
GENERAL IT IS THE RESPONSIBILITY OF THE NEW OWNER TO OBTAIN A PROPERTY TAX NOTICE AND PAY THEIR TAXES BY THE DUE DATE, OTHERWISE PENALTIES WILL APPLY.

E & O/E



CITY OF WHITE ROCK
PROPERTY TAX CERTIFICATE

Printed: Oct 20, 2015

15322 Buena Vista Ave
White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

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THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 002643.001 LTO No.:
Pid: MHR No.:
Civic: 15334 NORTH BLUFF RD
Legal: LT D/ BLK 3/ SEC NW11/ NWD/ PL 24118/ TWP 1

2015 Assessments

Table with 6 columns: Value Set, Assessment Class, Value Type, Land, Improvements, Total. Rows include GENERAL Utilities and GENERAL Recreational/Non Profit.

Table with 4 columns: 2015 Levies, Grants, Deferrals; Property Taxes Owning As At Oct 20, 2015; 2016 Instalments. Includes rows for Total Levy, Grant Available, and Total Taxes Owning.

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Table with 2 columns: Description of Charge, Amount. Row: P-1 DRAINAGE UTILITY FEE, 3,291.33

Important Property Comments

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E & O/E



**CITY OF WHITE ROCK
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Printed: Oct 20, 2015

15322 Buena Vista Ave
White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

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THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 002643.000 **LTO No.:** BB235691
Pid: 007-560-923 **MHR No.:**
Civic: 15334 NORTH BLUFF RD
Legal: LT D/ BLK 3/ SEC 11/ NWD/ PL 24118/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	0	0	0

2015 Levies, Grants, Deferrals		Property Taxes Owning As At Oct 20, 2015		2016 Instalments	
Total Levy	9,579.96	Delinquent (2013)	0.00	Payments Made	0.00
Grant Available		Arrears (2014)	0.00	Interest Earned	0.00
65 and over	0.00	Interest to Oct 20, 2015	0.00	Adjustments	0.00
Under 65	0.00	Current (2015)	0.00	Balance as at	
			0.00	Oct 20, 2015	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owning	0.00		

Local Service Area

Bylaw	Expires	Type	Levy	Status
1440 SANITARY SEWER PARCEL TAX	Jul 2, 2033	FIXED	73.10	Included in Taxes

Important Property Comments

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E & O/E



**CITY OF WHITE ROCK
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Printed: Oct 20, 2015

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White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

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THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 006250.000 **LTO No.:**
Pid: **MHR No.:**

Civic:
Legal: NWD

		2015 Assessments				
Value Set	Assessment Class	Value Type	Land	Improvements	Total	
GENERAL	Utilities	NET	0	0	0	
2015 Levies, Grants, Deferrals		Property Taxes Owning As At Oct 20, 2015			2016 Instalments	
Total Levy	58,056.12	Delinquent (2013)	0.00	Payments Made	0.00	
Grant Available		Arrears (2014)	0.00	Interest Earned	0.00	
65 and over	0.00	Interest to Oct 20, 2015	0.00	Adjustments	0.00	
Under 65	0.00	Current (2015)	0.00	Balance as at		
			0.00	Oct 20, 2015	0.00	
Grant Claimed	0.00	Penalties	0.00			
Deferred	0.00	Total Taxes Owning	0.00			

Important Property Comments

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E & O/E



**CITY OF WHITE ROCK
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Property

Folio: 001838.050 **LTO No.:** CA3132627
Pid: 029-076-242 **MHR No.:**
Civic: 1444 OXFORD ST
Legal: LT 2/ SEC 10/ NWD/ PL EPP25563/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	1,114,000	23,400	1,137,400

2015 Levies, Grants, Deferrals		Property Taxes Owing As At Oct 20, 2015		2016 Instalments	
Total Levy	39,553.43	Delinquent (2013)	0.00	Payments Made	0.00
Grant Available		Arrears (2014)	0.00	Interest Earned	0.00
65 and over	0.00	Interest to Oct 20, 2015	0.00	Adjustments	0.00
Under 65	0.00	Current (2015)	0.00	Balance as at	
			0.00	Oct 20, 2015	0.00
Grant Claimed	0.00	Penalties	0.00		
Deferred	0.00	Total Taxes Owing	0.00		

Local Service Area

Bylaw	Expires	Type	Levy	Status
1440 SANITARY SEWER PARCEL TAX	Jul 2, 2033	FIXED	73.65	Included in Taxes

Important Property Comments

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E & O/E



**CITY OF WHITE ROCK
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White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

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Property

Folio: 006552.000 **LTO No.:** J73540
Pid: 013-192-515 **MHR No.:**
Civic: 1450 HIGH ST
Legal: LT 109/ SEC 10/ NWD/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	744,000	0	744,000

2015 Levies, Grants, Deferrals

Total Levy	25,824.65
Grant Available	
65 and over	0.00
Under 65	0.00

Property Taxes Owning As At Oct 20, 2015

Delinquent (2013)	0.00
Arrears (2014)	0.00
Interest to Oct 20, 2015	0.00
Current (2015)	0.00
	<u>0.00</u>
Penalties	0.00
Total Taxes Owning	<u>0.00</u>

2016 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Oct 20, 2015	0.00

Grant Claimed	0.00
Deferred	0.00

Important Property Comments

GENERAL ALL LEVIES AND UTILITIES ARE INCLUDED IN THE GROSS TAXES EXCEPT FOR WATER, WHICH IS PROVIDED BY EPCOR WHITE ROCK WATER INC. (PRIVATELY OWNED) 604-536-6112.

GENERAL IT IS THE RESPONSIBILITY OF THE NEW OWNER TO OBTAIN A PROPERTY TAX NOTICE AND PAY THEIR TAXES BY THE DUE DATE, OTHERWISE PENALTIES WILL APPLY.

E & O/E



**CITY OF WHITE ROCK
PROPERTY TAX CERTIFICATE**

Printed: Oct 20, 2015

15322 Buena Vista Ave
White Rock, BC V4B 1Y6
Phone: 604-541-2100
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THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 001699.000 **LTO No.:** BB235688
Pid: 007-563-949 **MHR No.:**
Additional Pids: 007-563-906, 007-563-981
Civic: 14811 BUENA VISTA AVE
Legal: LT 2/ BLK 1/ SEC 10/ NWD/ PL 12415/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	272,000	4,000	276,000
GENERAL	Business/Other	NET	22,700	1,079,000	1,101,700

2015 Levies, Grants, Deferrals

Total Levy	28,916.69
Grant Available	
65 and over	0.00
Under 65	0.00
Grant Claimed	0.00
Deferred	0.00

Property Taxes Owning As At Oct 20, 2015

Delinquent (2013)	0.00
Arrears (2014)	0.00
Interest to Oct 20, 2015	0.00
Current (2015)	0.00
	<u>0.00</u>
Penalties	0.00
Total Taxes Owning	<u>0.00</u>

2016 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Oct 20, 2015	0.00

Local Service Area

Bylaw	Expires	Type	Levy	Status
1440 SANITARY SEWER PARCEL TAX	Jul 2, 2033	FIXED	102.48	Included in Taxes

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
CD-3 DRAINAGE UTILITY FEE	2,067.30
SEWER USER FEE - COMMERCIAL	269.00

Important Property Comments

GENERAL	ALL LEVIES AND UTILITIES ARE INCLUDED IN THE GROSS TAXES EXCEPT FOR WATER, WHICH IS PROVIDED BY EPCOR WHITE ROCK WATER INC. (PRIVATELY OWNED) 604-536-6112.
GENERAL	IT IS THE RESPONSIBILITY OF THE NEW OWNER TO OBTAIN A PROPERTY TAX NOTICE AND PAY THEIR TAXES BY THE DUE DATE, OTHERWISE PENALTIES WILL APPLY.

E & O/E



**CITY OF WHITE ROCK
PROPERTY TAX CERTIFICATE**

Printed: Oct 20, 2015

15322 Buena Vista Ave
White Rock, BC V4B 1Y6
Phone: 604-541-2100
Fax: 604-541-2118

This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes. Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages. THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

Property

Folio: 002922.001 **LTO No.:**
Pid: 007-563-205 **MHR No.:**
Additional Pids: 007-563-191
Civic: 15241 ROPER AVE
Legal: LT 18/ BLK 17/ SEC 11/ NWD/ PL 2793/ TWP 1

2015 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Utilities	NET	369,000	0	369,000
GENERAL	Recreational/Non Profit	NET	748,000	0	748,000

2015 Levies, Grants, Deferrals

Total Levy	18,445.92
Grant Available	
65 and over	0.00
Under 65	0.00
Grant Claimed	0.00
Deferred	0.00

Property Taxes Owing As At Oct 20, 2015

Delinquent (2013)	0.00
Arrears (2014)	0.00
Interest to Oct 20, 2015	0.00
Current (2015)	0.00
	<u>0.00</u>
Penalties	0.00
Total Taxes Owing	<u>0.00</u>

2016 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Oct 20, 2015	0.00

Utilities Charged on Taxes

The following charges are included in the Total Tax Levy indicated above:

Description of Charge	Amount
RS-1 DRAINAGE UTILITY FEE	432.88

Important Property Comments

GENERAL	ALL LEVIES AND UTILITIES ARE INCLUDED IN THE GROSS TAXES EXCEPT FOR WATER, WHICH IS PROVIDED BY EPCOR WHITE ROCK WATER INC. (PRIVATELY OWNED) 604-536-6112.
GENERAL	IT IS THE RESPONSIBILITY OF THE NEW OWNER TO OBTAIN A PROPERTY TAX NOTICE AND PAY THEIR TAXES BY THE DUE DATE, OTHERWISE PENALTIES WILL APPLY.

E & O/E

From: Paul Hildebrand
To: "Bissoondatt, Dana"
Cc: "Dan Bottrill"
Subject: RE: Wednesday
Date: Wednesday, January 25, 2017 9:27:00 AM
Attachments: [image001.gif](#)
[Proposed Media Release Jan 25 17 \(00393436\).pdf](#)

Dana,

Further to our conversation this am, I attach the proposed media release. As I mentioned to you, White Rock seems to be a bit of a hotbed of public inquiry and controversy, and the council wants to publish something to update the public. What they would like to publish is attached. It is highly innocuous, and I do not see how it could be objectionable.

Under 5.10 of the Agreement, Epcor's consent "acting reasonably" is required for a media release, but not for any other type of publication, so long as the publication complies with 5.10(c).

White Rock's position is:

1. "Acting reasonably" does not include a blanket refusal to any media release, and there is no basis for objecting to the one proposed.
2. It would be better to deal with this consensually, but if that is not possible, White Rock can always just put this on their website.
3. It is also worth noting that the restrictions in 5.10 cease at the end of April in any event, so we are not asking much.

Please consult with your people and get back to me. I will contact my people to firm up the dates.

Paul Hildebrand
Associate Counsel
LIDSTONE & COMPANY
Barristers and Solicitors
Suite 1300 - Sun Tower
128 Pender Street West
Vancouver, BC V6B 1R8
604.899.2269 P
604.899.2281 F
604.789.3258 C

From: Bissoondatt, Dana [mailto:DBissoondatt@epcor.com]
Sent: Tuesday, January 24, 2017 5:54 PM
To: Paul Hildebrand
Subject: Wednesday

Hi Paul, I got your voicemail from Monday. Sorry, things remain a bit crazy. What would be a good time to talk tomorrow? I am tied up between 7-9 and 1-2 PT.

cid:164514113@28092011-1866



Dana Bissoondatt

Senior Counsel, Corporate/Project Development

EPCOR Utilities Inc.
2000 – 10423 101 Street NW
Edmonton, AB T5H 0E8
Phone: (780) 412-3239
Fax: (780) 441-7118
epcor.com

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This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and attachment, and any copy, immediately. Thank you.

MEDIA RELEASE

FOR IMMEDIATE RELEASE

Negotiations of the Final Purchase Price of White Rock's Water Utility Continues

WHITE ROCK – After nearly 14 months of owning and operating the water utility, the City of White Rock is still working towards negotiating with EPCOR over the final purchase price.

“We are continuing to work towards a final purchase price that is agreeable to both sides, and if that is not possible, we will pursue arbitration under the terms of the contract,” said Wayne Baldwin, Mayor of the City of White Rock.

The City completed the acquisition of the water utility effective October 30, 2015. At that time, the City made an advance payment of \$14 million to Epcor White Rock Water Inc. This was an advance payment only, and did not represent the final purchase price. Unless the parties are able to come to a negotiated agreement, the final purchase price will be determined in arbitration proceedings, and will be based on fair market value. Under the terms of the purchase agreement with Epcor, the arbitration proceedings are to be conducted on a confidential basis. Accordingly, the City will not be in a position to release further financial information on the acquisition cost until after the final purchase price is determined.

The City is committed to improving the water quality for White Rock residents and will continue to take proactive steps to accomplish its operational and water quality goals. As a result, after the City's financial plan public engagement process on November 28, Mayor and Council directed staff to bring forward the 2017 – 2021 Financial Plan Bylaw. The Bylaw includes operational costs of operating the water utility and the construction of treatment plants to address the arsenic and manganese in the City's water.



www.whiterockcity.ca

For information on steps the City is taking to improve White Rock's water quality, please visit www.whiterockcity.ca/mywater.

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Quick Facts:

- Water supply in the City of White Rock had previously been under the control of private operators during the City's entire existence
- The City of White Rock acquired the Water Utility from EPCOR on October 30, 2015
- The City made an advance payment to EPCOR for \$14 million, which does not reflect the final purchase price
- Since taking over the water utility, in 2015, the City has been taking the final steps to provide secondary disinfection to the entire system (mandated by the Fraser Health Authority), and working towards building treatment plants to address the naturally occurring arsenic and manganese in the water

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For more information contact:

Ms. Farnaz Farrokhi

Manager, Communications and Government Relations | City of White Rock

Tel: 604.541.2138

Email: ffarrokhi@whiterockcity.ca

WHITE ROCK
My City by the Sea!
www.whiterockcity.ca