


Tender
T15-1565

SUBJECT: Residence 1 Interior Renovation



Owner: *University of Northern British Columbia
3333 University Way
Prince George, B.C.
V2N 4Z9*

Construction Manager: *IDL Projects Inc. Tel: 250-649-0561
1088 Great Street
Prince George, BC V2N 2K8
Contact: Dale Jarvis Email: djarvis@idlprojects.com*

DATE OF ISSUE:	January 26, 2016
TO RESPOND BY:	February 10, 2016 @ 1400 Hours (2:00 PM Pacific Time)
RESPOND TO:	Leslie Burke Purchasing Department University of Northern British Columbia Email: purchasing@unbc.ca
SIGNATURE AT ISSUE:	

RECEIPT CONFIRMATION FORM

**TENDER
T15-1565**

Please complete this form and e-mail to:

Purchasing Department
University of Northern British Columbia
3333 University Way
Prince George, BC V2N 4Z9

Attn: Leslie Burke
E-mail: purchasing@unbc.ca

Failure to return this form may result in no further communication regarding this Tender

COMPANY NAME:		
ADDRESS:		
CITY:	PROV:	POSTAL CODE:
CONTACT PERSON:		
CONTACT TELEPHONE:	CONTACT FAX:	
EMAIL:		

I have received a copy of the above noted Tender.

_____ Yes, I will be responding to this Request.

_____ Yes, I plan to attend the non-mandatory site visit January 28, 2016 at 10:00am in room 1085, Purchasing & Contracts, Administration Building, UNBC.

_____ No, I will not be responding.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

TENDER

T15-1565

1. INFORMATION AND INSTRUCTIONS

1.1 PURPOSE

The intent of this Tender is for IDL Projects Inc. (IDL), Construction Manager to:

- 1.1.1 Solicit and receive offers from Trade Contractors and suppliers for the work shown or described in Appendix A and all other sections of the Specifications for the UNBC Residence Renovation including all terms and conditions stipulated in Architectural, Mechanical and Electrical specifications.
 - 1.1.2 State the instructions for submitting a tender response and the procedure and criteria by which contractors will be selected.
 - 1.1.3 Delineate the Terms and Conditions of the Contract between Construction Manager and the Trade Contractors.
 - 1.1.4 Inform bidders as to the Terms and Conditions of the subcontracts under which the awards will be made.
- 1.2 Refer to Appendix A for a description of the Project.
- 1.3 Refer to Appendix A for scheduling requirements and requirements pertaining to Contract time. The Construction schedule is attached in Appendix C.
- 1.4 The *Owner* is: University of Northern British Columbia (UNBC)
- 1.5 The *Prime Consultant* is: Hughes Condon Marler: Architects
- 1.6 Proponents are responsible to ascertain the full extent of the scope of the Work and to make themselves aware of all conditions which may affect the performance of the Contract. All drawings, specifications and amendments of drawings in T15-1565 form a part of this tender.

2. DEFINITIONS

Hereinafter, each company receiving this Tender is referred to as a “proponent”, and a proponent’s submission to the Tender is referred to as a “Quotation”.

3. ISSUING OFFICE

University of Northern British Columbia
Purchasing Department
3333 University Way
Prince George, BC V2N 4Z9

Attention: Leslie Burke
E-mail: purchasing@unbc.ca

4. KEY DATES

Listed below are the important events and the target dates and times by which the events are expected to be completed, unless otherwise indicated as must be completed elsewhere in this Tender:

A.	Issue of Tender	January 26, 2016
B.	Return Receipt Confirmation Form	see Section 12
C.	Non-mandatory Site Visit	January 28, 2016
D.	Proponent’s Inquiries	Up to the end of February 3, 2016
E.	UNBC’s Answers	Up to the end of February 5, 2016
F.	Due Date for Submission of Quotations	February 10, 2016
G.	Mobilization	April 18-22, 2016
H.	Construction Start	April 25, 2016
I.	Construction Complete	August 26, 2016

Non-mandatory site visit January 28, 2016 at 10:00am in Room 1085, Purchasing & Contracts, Administration Building, UNBC. This may be the only opportunity to visit the site.

Refer to Appendix C: Schedule for details of the construction milestones.

5. CLOSING DATE AND TIME

Quotations, signed by the Proponent’s authorized representative, must be received by the Issuing Office, not later than 2:00:00 PM (1400 Hours) Pacific Time, February 10, 2016.

UNBC will not accept submissions of any Quotations after the closing date and time. Any submissions received after the closing date and time shall be considered disqualified. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstances, will late submissions be accepted.

6. QUOTATION SUBMISSION

Quotations must be uploaded at:

<https://unbc.bonfirehub.ca/opportunities/3604>

It is strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission. File size limit is 100mb. Multiple files can be uploaded if exceeding this limit. When using Bonfire, each item of Requested Information is instantly sealed and will only be visible by UNBC after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. If assistance is required during the upload, contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit the help forum at <https://bonfirehub.zendesk.com/hc>

The signature page, Schedule III must be signed and all information must be received prior to the closing date and time.

NO FAXED OR EMAILED QUOTES WILL BE ACCEPTED BY UNBC.

For any and all Quotes, UNBC and the Construction Manager accept no responsibility for non-receipt and delays in receipt caused by computer transmission and reception problems, equipment failure, or any other similar cause.

Quotes will be opened after the Closing Time at the office of the Purchasing Division, University of Northern British Columbia, Room 1085, 3333 University Way, Prince George, BC V2N 4Z9. Proponents are invited to attend the Tender Opening. Only the names of the Proponents will be disclosed by UNBC to those in attendance.

Revision(s) to a submission may be done in Bonfire up until Closing Time. The revision(s) submission must be finalized before Closing Time.

For any and all revisions, UNBC and the Construction Manager accept no responsibility for non-receipt and delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Modifications or amendments received after the Closing Time will not be considered and will not form any part of the Quotation submitted.

Proponents may not make modifications to their Quotations after the closing date and time except as may be allowed by UNBC pursuant to Section 12.

Quotations which contain qualifying conditions may be disqualified or rejected.

7. WITHDRAWAL OF QUOTATION

Quotations may be withdrawn through Bonfire, provided the withdrawal is done prior to Tender closing time.

8. ALTERNATIVES

- 8.1. Proponents may submit alternatives on their own initiative in conformity and keeping with the general scope and standards of the Project to be considered in the evaluation. Proponents' main bid submission must be as specified. After submitting the main bid, Bonfire has an option for alternative submissions.
- 8.2. Technical documentation describing the unsolicited alternatives shall be included with the Price.
- 8.3. Where the Work of other trades is affected, such impact, if not readily apparent, shall be noted in the alternative submission.

9. UNIT PRICES

- 9.1. A Unit Price is defined as a price which may be used to adjust the Contract Price for an addition or deletion to the work.
- 9.2. Labour rates must include all burdens, levies and assessments, overhead and profit.
- 9.3. Unit Prices submitted, if acceptable, will be incorporated in the executed contract. If not acceptable, they will be negotiated before award of contract, or not adopted.

10. QUOTATION COSTS

The Proponent has the sole responsibility for any costs associated with preparing and submitting its Quotation in response to the Tender.

11. IRREVOCABLE OFFER

Quotations submitted shall constitute a valid and irrevocable offer which is open for acceptance from and after submission until the expiration of the 30th day following the Closing Date specified in Section 5.

The lowest or any bid will not necessarily be accepted and the Construction Manager reserves the right to reject any and all bids.

Neither UNBC nor the Construction Manager will be liable under any contract in connection with this Tender, or the submission of Quotation, unless and until one or more Quotations has accepted.

12. INQUIRIES AND CHANGES

All inquiries **MUST** be e-mailed before the end of February 3, 2016 to:

purchasing@unbc.ca Subject: T15-1565

The questions received in this format and on time and the answers from the will be issued in written form issued as an addendum. Any Addenda shall be considered as part of the Tender Documents. All Addendums will be posted on the UNBC Purchasing website www.unbc.ca/purchasing/ listed under "Active Tenders & RFP's".

In the event the University Server is not available, or for any other situation the UNBC deems reasonable, then the addendums will be faxed or emailed to parties registered as having returned the Receipt Confirmation form and/or submitted an inquiry on time. Any Proponent who does not submit the RECEIPT CONFIRMATION will not necessarily be sent any amendments or addenda.

No Proponent who signs and returns the Receipt Confirmation letter is obligated to submit a quote.

Neither UNBC nor the Construction Manager accept any responsibility for non-receipt and delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

It is the responsibility of each proponent to inquire about and clarify any requirements of this Tender which are not understood.

Neither UNBC nor the Construction Manager shall be responsible for, and the Proponent shall not rely upon, any instructions or information given to any Proponent other than in writing in accordance with the requirements of the Tender.

This Tender is not to be discussed with any other UNBC authority, employee, representative, or agent unless otherwise directed to do so by the Purchasing Agent. Proponents must not attempt to communicate directly or indirectly with members of the public or the media, about the project described in this Tender or otherwise in respect to the Tender, other than as expressly directed or permitted by UNBC. Failure to do so could result in the rejection of your bid.

Proponents must obtain their own information on all matters and things that may in any way influence them in making their Quotation and quoting prices.

Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in the Tender it must notify the University immediately in writing.

The University may, at any time, make and stipulate changes to this Tender.

The University may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of the Tender. Neither the University nor the Construction Manager shall be bound by oral or other informal explanations or clarifications not contained in written addenda.

13. SELECTION PROCESS

Because any decision to award contracts is based on the Quotations submitted, Proponents should include all requirements, terms or conditions they may have in their Quotation, and should not assume that any opportunity will exist to add such matters after the Quotation is submitted.

The Construction Manager and UNBC reserve the right, at its sole discretion, to negotiate, ask for additional information, and/or clarify with any Proponent as it sees fit, or with another Proponent or Proponents concurrently. In no event will the Construction Manager be required to offer any modified terms to any other Proponent. Neither UNBC nor the Construction Manager shall incur liability to any other Proponent as a result of such negotiations or modifications.

14. BASIS OF SELECTION

The lowest price or any Quotation will not necessarily be accepted. Any implication that the lowest or any Quotation will be accepted is hereby expressly negated.

The University and the Construction Manager will not be limited as to its criteria for evaluation of Quotations. The University and the Construction Manager may take into account whatever criteria and considerations it wishes to.

These may include:

- 14.1. Any features or advantages which are unique to the Proponent's Quotation, which are not listed in Appendix A.
- 14.2. The Proponent's relevant experience, resources, qualifications and success in providing the items described in Appendix A.
- 14.3. The Proponent's price.

15. RIGHT TO REJECT

The Construction Manager reserves the right to reject any or all bids and to accept any bid it considers advantageous. The lowest or any Quotation may not necessarily be accepted if the Construction Manager determines, at its sole discretion and after appropriate investigation and evaluation, that:

15.1. The Quotation must be cancelled due to financing problems or changing economic circumstances

15.2. The bids, or any of the bids, exceed the projected spending approval the quotation may be cancelled.

16. CONTRACT PROVISIONS BY REFERENCE

The Construction Manager's acceptance of the Proponent's Quotation by issuance of a IDL Subcontract Agreement shall create a contract between IDL and such proponent containing all specifications, terms and conditions in the Quotation except as amended in the Subcontract Agreement. Any exceptions taken by the proponent which are not included in the Contract for Services will not form part of the contract.

In the event of a conflict between the terms and conditions of the Tender and information submitted by a Proponent, the terms and conditions of this Tender and the Contract for Services will govern.

17. CONFIDENTIALITY

The Proponent acknowledges that the University is a public body subject to the *Freedom of Information and Protection of Privacy Act* (the Act). The Proponent shall review the Act and determine the categories of records which are exempted from disclosure under the Act. The Proponent shall clearly mark "Confidential" all information regarding the items and conditions, financial and/or technical aspects of the Proponent's Quote, which in the Proponent's opinion are of a proprietary or confidential nature at the relevant item or page.

If the University receives a request for information under the Act which includes information provided by the Proponent, the University will give the Proponent notice of such request and the Proponent will respond to such notice within 20 days or less. If the Proponent does not respond to the notice from the University, the University will proceed to process the request for information. The University shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence but shall not be liable for any inadvertent disclosure.

If the University's response to a request under the Act is appealed to the Office of the Information and Privacy Commissioner, the Proponent shall have the burden of proof per section 57 (3) of the Act. The Proponent shall be responsible for all costs related to its confidentiality requirements.

If the University declares and marks certain information about the University to be received by the Proponent as “Confidential”, the Proponent must not disclose such “Confidential” information to any third parties unless authorized to do so in writing by the University.

The Proponent and The University agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

18. TENDER DOCUMENT ENCLOSURES

18.1. Schedules

The following schedules are included as part of this Tender. All of these documents are to be completed and returned as part of the response.

Schedule I	Proponent Submission Checklist
Schedule II	Stipulated Sum Price
Schedule II(A)	Separate Price List
Schedule II(B)	Alternative Price List [OPTIONAL]
Schedule II(C)	Unit Price List
Schedule III(A)	Quotation Signature(s)
Schedule III(B)	Proposal Response Form
Schedule IV	Manpower, Resources and Manhours

18.2. Appendices

The following six appendices are included as part of this Tender. They provide the detailed description of the work to be undertaken and the contractual terms.

Appendix A	Scope of Work
Appendix B	Technical Documents (Drawings and Specifications)
Appendix C	Project Schedule
Appendix D	Contract Document

**SCHEDULE I
PROPONENT SUBMISSION CHECK LIST
TENDER
T15-1565**

Note that there are separate Schedule packages available for download for each trade Division. Each proponent is to ensure that they have submitted the correct form for their trade or division.

	YES	NO
a) Division 06 Architectural Millwork Trade Package	_____	_____
b) Division 08 Doors and Frames Trade Package	_____	_____
c) Division 09A Drywall Trade Package	_____	_____
c) Division 09B Painting Trade Package	_____	_____
c) Division 09C Flooring Trade Package	_____	_____
d) Division 15 Mechanical Trade Package	_____	_____
e) Division 16 Electrical Trade Package	_____	_____
1. Schedule II – Stipulated Sum Price	_____	_____
2. Schedule II(A) – Separate Price List	_____	_____
3. Schedule II(B) – Alternate Price List [OPTIONAL]	_____	_____
4. Schedule II(C) – Unit Price List	_____	_____
5. Schedule III(A) – Quotation Signature(s)	_____	_____
6. Schedule III(B) – Proposal Response Form	_____	_____
7. Schedule IV – Manpower, Resources and Manhours	_____	_____

DO NOT DELIVER, MAIL, COURIER, FAX or EMAIL your quote to the University. It must be submitted electronically through Bonfire.

**SCHEDULE II
STIPULATED SUM PRICE
TENDER
T15-1565**

Quotations shall be itemized as indicated and as described in Appendix A.

Please do not submit hand written responses on the forms provided. Schedules are posted in Word along with PDF version of the Tender.

For alternative bids (in addition to required base bid), please submit a separate Schedule II(B), complete along with appropriate submittal sheet, label as alternative and submit up to three through Bonfire.

UNBC and the Construction Manager reserve the right to award any or all to one or more vendors.

**DO NOT SUBMIT THIS
GENERIC SCHEDULE
Download and submit specific
Schedule based on Division
or Trade.**

**SCHEDULE II(A)
SEPARATE PRICE LIST
TENDER
T15-1565**

Quotations shall be itemized as indicated and as described in Appendix A.

Please do not submit hand written responses on the forms provided. Schedules are posted in Word along with PDF version of the Tender.

For alternative bids (in addition to required base bid), please submit a separate Schedule II(B), complete along with appropriate submittal sheet, label as alternative and submit up to three through Bonfire.

UNBC and the Construction Manager reserve the right to award any or all to one or more vendors.

**DO NOT SUBMIT THIS
GENERIC SCHEDULE
Download and submit specific
Schedule based on Division
or Trade.**

**SCHEDULE II(B)
ALTERNATE PRICE LIST
TENDER
T15-1565**

Quotations shall be itemized as indicated and as described in Appendix A.

Please do not submit hand written responses on the forms provided. Schedules are posted in Word along with PDF version of the Tender.

UNBC and the Construction Manager reserve the right to award any or all to one or more vendors.

**DO NOT SUBMIT THIS
GENERIC SCHEDULE
Download and submit specific
Schedule based on Division
or Trade.**

**SCHEDULE II(C)
UNIT PRICE LIST
TENDER
T15-1565**

**DO NOT SUBMIT THIS
GENERIC SCHEDULE
Download and submit specific
Schedule based on Division
or Trade.**

**SCHEDULE III(A)
QUOTATION SIGNATURES
TENDER
T15-1565**

The undersigned agrees not to withdraw or modify this Quotation for a period of thirty (30) days from submission deadline. **THIS PAGE MUST BE RETURNED WITH YOUR QUOTE, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED.**

LEGAL/REGISTERED NAME OF FIRM (as shown on income tax return):

AUTHORIZING SIGNATURE: _____

Print Name

Official Capacity: _____

Address: _____

City: _____

Province or State: _____ Postal or Zip Code: _____

Date: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Duly authorized officers of the Proponent(s) shall properly execute the Quote as follows:

If the Proponent is a corporation, the Quote shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation, with the designation of his/her official capacity, and attested properly. The quote shall show the place in which the corporation is chartered.

If the Proponent is an individual, he or she shall sign the quote in person or by representative and be witnessed, stating the name or style, if any, under which he or she is doing business. If the signing is by representative, his or her power of attorney or other authorization shall be stated, and a certified copy thereof shall be attached to the Quote.

If the Proponent is a joint venture or partnership, the quote shall be signed by each of the persons or firms, which is a party to the joint venture agreement. A certified copy of the joint venture agreement shall be attached to the Quote. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the quote, containing provisions for one of the parties to the joint venture to be in full direction of the project and to exercise this direction through a single individual, to be appointed Manager of Operations with the consent of all parties to the joint venture agreement.

**SCHEDULE III(B)
PROPOSAL RESPONSE FORM / CONFIRMATION
TENDER
T15-1565**

This quote response form must be completed by each Proponent and included in the submission to UNBC. All requirements outlined in the Tender with their quote submission and any other documentation requested by the University of Northern British Columbia, and any important information developed by the Proponent as part of its presentation, must accompany this form.

PROPOSAL

We, _____, having examined the Tender and all other information and documents included in the Tender, do hereby offer and agree to provide the services as described.

1. Receipt of the following addenda is acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

2. UNBC reserves the right to waive irregularities and informalities, to reject proposals from Proponents found not to be responsive according to the terms of the invitation, and the right to reject all proposals.

SCHEDULE IV
MANPOWER, RESOURCES AND MANHOURS
TENDER
T15-1565

CURRENT WORK ON HAND					
PROJECT	VALUE	SCHEDULE START AND FINISH	# OF CRAFT DEDICATED TO PROJECT	SITE SUPERINTENDENT	OFFICE PROJECT MANAGER

UPCOMING / ANTICIPATED WORK					
PROJECT	VALUE	SCHEDULE START AND FINISH	# OF CRAFT DEDICATED TO PROJECT	SITE SUPERINTENDENT	OFFICE PROJECT MANAGER

If successful in securing a contract with IDL for the UNBC Residence 1 Interior Renovation Project, please indicate and provide the following:

1. Proposed Office Project Manager

2. Proposed Site Superintendent

3. Proposed Site Foreman

4. Number of Dedicated Craft Per Shift

5. If necessary could you employ a second shift?

6. Provide the following resumes:
 - Office Project Manager
 - Site Superintendent
 - Site Foreman

7. Total Project Manhours

**APPENDIX A
SCOPE OF WORK
TENDER
T15-1565**

Included in this Appendix A are the following individual trade Scope of Work packages:

DIVISION 06	MILLWORK CONTRACTOR SCOPE
DIVISION 09A	DRYWALL CONTRACTOR SCOPE
DIVISION 09B	PAINTING CONTRACTOR SCOPE
DIVISION 09C	FLOORING CONTRACTOR SCOPE
DIVISION 15	MECHANICAL CONTRACTOR SCOPE
DIVISION 16	ELECTRICAL CONTRACTOR SCOPE



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

MILLWORK CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctration – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. All products shall be domestically sourced. Any off-shore products must be identified and have IDL approval prior to tender award.
16. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Sunday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes the supply and install of all solid surface countertops including integral sinks and backsplashes to washrooms in all suites.
2. Includes supply and install of all millwork and finishes to Unit J1 – Accessible Suite. This includes all new kitchen cabinets, countertops, p-lam finishes, base, trim and backsplashes.
3. Includes supply and install of millwork island and counter in Demonstration Suite.
4. Includes the supply and install of plywood bench feature in Foyer.
5. This contractor will coordinate with other trades as necessary to complete installation of fixtures, appliances and cables into the finished millwork.
6. All shop drawings and submittals shall be provided upon contract award. Shop drawings shall be submitted in a timely manner to allow for review prior to fabrication. All close out documentation shall be provided in accordance with the architectural specification
7. Includes the supply and installation of all hinges, handles, drawers, grommets etc... All hardware shall be provided as described in the specifications.
8. All cut-outs / openings for electrical / mechanical to be provided as per the electrical and mechanical drawings.
9. All removal of poly, tape, painters tape and other items used to secure or protect finishes is included in this subcontractor's scope.
10. Work will be sequenced as required by IDL superintendents. No additional costs for setup, moving or short duration work will be charged due to the sequencing of work.
11. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will provide lay down area, power, garbage bins and washroom facilities.
12. The millwork subcontractor may need to perform the work in multiple mobilizations.
13. Subcontractor acknowledges that a site visit or the opportunity for a site visit to review the existing conditions has been provided. No consideration will be given for additional compensation due to existing conditions.



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

DRYWALL CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site, starting 2 weeks prior to mobilizing to site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to the start of construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Saturday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes the supply and install of all labour and material to scrape and repair all ceilings to successfully complete the scope of work per the contract documents.
2. Includes supply and install of all labour and material to patch and repair all ceiling around the perimeter of all suite to allow for installation for new hydronic piping system.
3. Includes supply and install of all labour and material to patch and repair ceilings within shower rooms and washrooms of all suites to facilitate installation of new exhaust fans.
4. Includes all new resilient channels, fastened to existing floor joist to allow for installation of new hydronic piping around perimeter of all suites.
5. Includes patch and make good all existing wall finishes of all walls in all suites, common corridors and stairs wells ready for paint.
6. All layout and field measurement is included.
7. All hoisting and unloading of materials is included.
8. All freight is included. Subcontractor to coordinate deliveries to accommodate project schedule.
9. Shop drawings, engineering and product information must be submitted and approved prior to material order. Timely submission of documents is required so not to affect the project schedule.
10. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will supply a lay down area, power, garbage bins and washroom facilities.
11. Provide all fall protection equipment to employees to accommodate IDL safe work procedures. Coordination, supply and install of hand railing, fall protection devices or other items required to complete this installation in accordance with IDL policy is included in this scope of work.
12. Contractor to submit close out documents in accordance with the architectural specification for close out submittals 5 days after substantial completion.



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

PAINTING CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. All products shall be domestically sourced. Any off-shore products must be identified and have IDL approval prior to tender award.
16. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to the start of construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Saturday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes the supply and install of all paint, and accessories as related to the painting scope per the contract documents to:
 - a. Corridor hallways and ceilings
 - b. All suite walls and ceilings
 - c. All stairway walls and ceilings
2. Includes masking and painting around all existing finishes that are not to be removed.
3. Include all masking, protection, poly, tape etc. as required to protect adjacent finishes and surfaces from overspray.
4. Any overspray on adjacent finishes is to be cleaned by the painting contractor at no additional cost.
5. It is understood that the sequencing of work will have mechanical items, owner supplied equipment items and architectural finishes completed ahead of painting in certain areas. Protecting these finishes against overspray is included in this contract. No additional costs for protection of adjacent finishes will be considered.
6. All submittals must be provided in accordance with the contract specifications
7. All removal of poly, tape, painters tape and other items used to protect adjacent finishes is included in this subcontractor's scope.
8. Work will be sequenced as required by IDL superintendents. No additional costs for setup, moving or short duration work will be charged due to the sequencing of work.
9. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will provide lay down area, power, garbage bins and washroom facilities.
10. The painting subcontractor may need to perform the work in multiple mobilizations.
11. This pricing includes an allowance for fixing minor trade damage / touch-ups upon completion of the work. This inclusion shall not exceed 2.5% of the contract value. This subcontractor shall track these costs and have the IDL superintendent sign-off daily. Damage by trades shall be identified and charged accordingly. In no instance shall IDL, as construction manager, be responsible for these costs.
12. Scope of work includes separate pricing as per the attached schedules.
13. Subcontractor acknowledges that a site visit or the opportunity for a site visit to review the existing conditions has been provided. No consideration will be given for additional compensation due to existing conditions.
14. Scope of work does not include any exterior work.
15. This contractor may need to perform the work in multiple mobilizations.



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

FLOORING CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. All traffic control and flagging required to complete this scope of work shall be included within the Subcontractor's pricing.
14. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
15. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
16. All products shall be domestically sourced. Any off-shore products must be identified and have IDL approval prior to tender award.
17. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to the start of construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Sunday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes the install of all flooring scope complete with all accessories, trim, mortar compound, grout, thin set, etc... as per the contract documents.
2. Scope of work is based on the contract documents and includes all flooring scope shown within including the following:
 - a. Includes removal of all existing vinyl and carpet to all suites as indicated on the drawings and finish schedules
 - b. All prep work required to the existing flooring to accommodate installation of the new flooring to the specified standards.
 - c. Supply and install of all new carpet tile within the suites as shown
 - d. Supply and install of all vinyl flooring to all the kitchens, and washroom areas within the suites.
 - e. Supply and install of all rubber floor base.
 - f. Includes supply and install of all walk off mats within common corridors as noted.
 - g. Includes the supply and install of all Schluter trim and transitions as identified in the specifications.
 - h. Includes supply and install of flooring to elevator.
3. All submissions, product data, shop drawings and warranty information is to be submitted as per the flooring specification and architectural specification 01 00 00.
4. Subcontractor confirms that a site visit and inspection of existing conditions and existing floor surfaces is appropriate and matches the contract documents. There will be no consideration for additional scope due to visible existing conditions. Any levelling / grinding / patching etc. required to complete this work is included in this subcontract pricing.
5. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will supply a lay down area, power, garbage bins and washroom facilities.
6. Subcontractor shall submit a complete schedule for the full scope of work including the required man days for each task. This schedule shall be monitored and updated throughout the course of construction.
7. Shop drawings and product information must be submitted and approved prior to material order. Timely submission of documents is required so not to affect the project schedule.
8. The flooring subcontractor may need to perform the work in multiple mobilizations.



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

MECHANICAL CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. All products shall be domestically sourced. Any off-shore products must be identified and have IDL approval prior to tender award.
16. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Saturday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes all mechanical scope as shown on the contract drawings and specifications. Subcontractor to ensure all scope on mechanical, architectural and owner supplied equipment drawings is included.
2. Includes receiving, unloading, coordination and installation of all owner supplied equipment as per owner supplied equipment schedule noted on the drawings and specifications.
3. Includes installation of all owner supplied hydronic piping to perimeter of all suites as per the drawings. This includes all fittings, insulation, hangers and fastening requirements of piping
4. Includes installation of all radiators.
5. All low voltage electrical work, and controls for mechanical equipment.
6. Includes installation of new exhaust fans in all suites and connection to existing exhaust ducting.
7. All coring, where required to complete mechanical work, shall be included in this scope.
8. Firestopping / Insulation for all penetrations and pipes. Firestopping and ULC details and product data to be provided and coordinated per the architectural specification.
9. Balancing & commissioning. Including balancing and commissioning reports as per front end architectural specification requirements
10. Roof, drains, vents, jacks, scuppers etc....
11. Mechanical Permit Fees.
12. Demolition of existing mechanical as shown on the mechanical drawings including:
 - a. Removal of existing AHUs and MUs that are scheduled for decommission. Includes all craning and disposal as applicable.
13. Subcontractor confirms that a site visit and inspection of existing conditions and existing fixtures is appropriate and matches the contract documents. There will be no consideration for additional scope due to visible existing conditions.
14. This subcontractor acknowledges that there can be no fastening directly through the outside web steel joists (OWSJ). All HVAC, plumbing etc... shall be clamped to the joists. All costs associated with re-certification of joists due to penetrations by this trades forces shall be at the account of this subcontractor.
15. Includes all mechanical permit fees.
16. Includes mechanical scope for the owner supplied equipment.
17. Shop drawings and product information must be submitted and approved prior to material order. Timely submission of documents is required so not to affect the project schedule.

18. This subcontractor shall produce a detailed procurement log for all materials supplied and installed on the project. This log shall include proof of supplier order and shipping arrangement and shall be updated throughout the course of construction.
19. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will supply a lay down area, power, garbage bins and washroom facilities.
20. Contractor shall submit a complete schedule for the full scope of work including the required man days for each task. This schedule shall be monitored and updated throughout the course of construction.
21. Contractor to submit close out documents in accordance with the mechanical and architectural specification for close out submittals 5 days after substantial completion.



1088 Great Street
Prince George, BC V2N 2K8
Phone: 250-649-0561
Fax: 250-649-0581

Appendix A: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George, BC

ELECTRICAL CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor's site Foreman or Project Manager will attend weekly trade meetings on site.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, if required by the IDL Superintendent, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.

9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.
10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. One month prior to the start of construction, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. **Subcontractor to base services on a 7 day work week, 10 hrs per day. Site will be open Monday – Saturday, 7:00am to 5:30pm. All subcontractors to start at 7:00am, regardless of hours worked that day.**
3. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
4. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
5. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
6. Provide all manpower to achieve schedule. This may require several crews working at a time.

C. Specific Inclusions:

1. Includes all electrical scope as shown on the contract drawings. Ensure all scope on electrical, mechanical, signage and owner supplied equipment drawings & specification has been accounted for.
2. Includes installation of all owner supplied fixtures
3. Subcontractor confirms that a site visit and inspection of existing conditions and existing fixtures is appropriate and matches the contract documents. There will be no consideration for additional scope due to visible existing conditions.
4. This subcontractor acknowledges that there can be no fastening directly through the outside web steel joists (OWSJ). All conduit / boxes / etc... shall be clamped to the joists. All costs associated with re-certification of joists due to penetrations by this trades forces shall be at the account of this subcontractor.
5. If the electrical contractor needs to shut power down to the building, temporary power will be provided to feed building lighting and construction power. This will be provided at no additional cost under these circumstances.
6. Includes all termination of communications cabling.
7. All coring required to complete the work is to be included under this subcontract.
8. All firestopping of penetrations through rated walls is to be included under this subcontract scope of work. Firestopping and ULC details and product data to be provided and coordinated per the architectural specification.
9. Includes electrical permit fees. Hydro, Telus and Shaw fees to be paid by the Owner.
10. Shop drawings and product information must be submitted and approved prior to material order. Timely submission of documents is required so not to affect the project schedule.
11. This subcontractor shall produce a detailed procurement log for all materials supplied and installed on the project. This log shall include proof of supplier order and shipping arrangement and shall be updated throughout the course of construction.
12. All storage, safety equipment, staging/scaffolding/manlifts, tool crib, lunch room and craning for the successful installation of this work. IDL will supply a lay down area, power, garbage bins and washroom facilities.
13. Contractor shall submit a complete schedule for the full scope of work including the required man days for each task. This schedule shall be monitored and updated throughout the course of construction.
14. Contractor to submit close out documents in accordance with the electrical and architectural specification for close out submittals 5 days after substantial completion.

**APPENDIX B
TECHNICAL DOCUMENTS (DRAWINGS AND SPECIFICATIONS)
TENDER
T15-1565**

All drawings and specifications are available as a separate download. Individual files include:

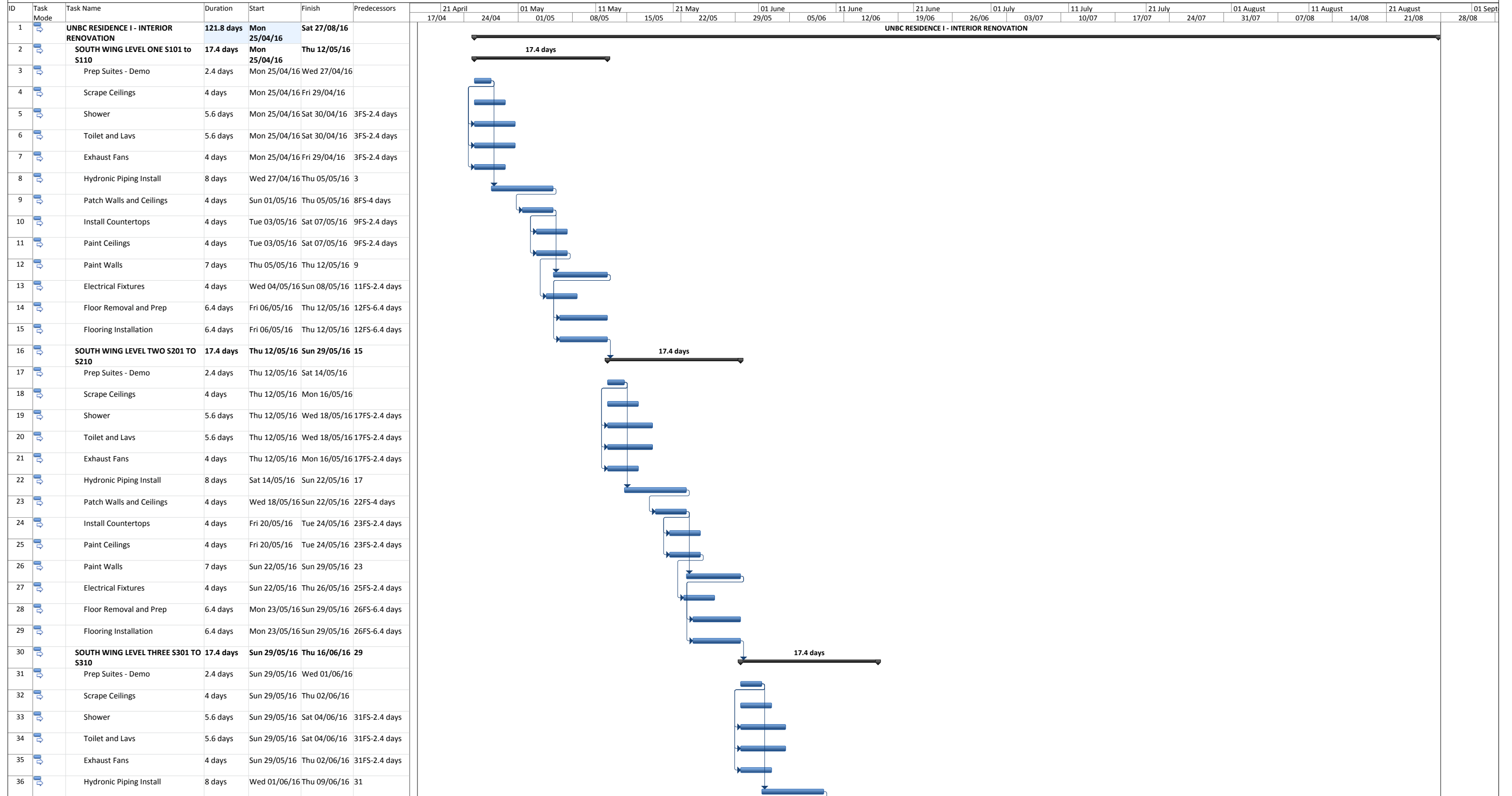
		Technical Specifications	
Architectural	Jan 18,2016	Issued For Tender	
Mechanical	Jan 18,2016	Issued For Tender	
Electrical	Jan 18,2016	Issued For Tender	

		Architectural Drawings	Rev
A0.00	Jan 18,2016	Issued For Tender	8
A0.01	Jan 18,2016	Issued For Tender	9
A0.02	Jan 18,2016	Issued For Tender	1
A0.03	Jan 18,2016	Issued For Tender	1
A2.01	Jan 18,2016	Issued For Tender	8
A2.02	Jan 18,2016	Issued For Tender	8
A2.03	Jan 18,2016	Issued For Tender	8
A2.04	Jan 18,2016	Issued For Tender	7
A2.11	Jan 18,2016	Issued For Tender	8
A2.12	Jan 18,2016	Issued For Tender	8
A2.13	Jan 18,2016	Issued For Tender	8
A2.14	Jan 18,2016	Issued For Tender	7
A3.00	Jan 18,2016	Issued For Tender	8
A3.10	Jan 18,2016	Issued For Tender	9
A4.00	Jan 18,2016	Issued For Tender	8
A5.10	Jan 18,2016	Issued For Tender	9
A5.40	Jan 18,2016	Issued For Tender	9
A5.41	Jan 18,2016	Issued For Tender	9
A5.42	Jan 18,2016	Issued For Tender	9
A5.50	Jan 18,2016	Issued For Tender	9
A7.00	Jan 18,2016	Issued For Tender	9
A7.10	Jan 18,2016	Issued For Tender	9

		Mechanical Drawings	Rev
M1.0	Jan 18,2016	Issued For Tender	1
M2.0	Jan 18,2016	Issued For Tender	1
M3.0	Jan 18,2016	Issued For Tender	1
M3.1	Jan 18,2016	Issued For Tender	1
M3.2	Jan 18,2016	Issued For Tender	1
M3.3	Jan 18,2016	Issued For Tender	1
M3.4	Jan 18,2016	Issued For Tender	1
M4.0	Jan 18,2016	Issued For Tender	1
M4.1	Jan 18,2016	Issued For Tender	1
M4.2	Jan 18,2016	Issued For Tender	1
M4.3	Jan 18,2016	Issued For Tender	1
M4.4	Jan 18,2016	Issued For Tender	1
M5.0	Jan 18,2016	Issued For Tender	1
M5.1	Jan 18,2016	Issued For Tender	1
		Electrical Drawings	Rev
E2.01	Jan 18,2016	Issued For Tender	10
E2.02	Jan 18,2016	Issued For Tender	10
E2.03	Jan 18,2016	Issued For Tender	10
E2.04	Jan 18,2016	Issued For Tender	10
E2.05	Jan 18,2016	Issued For Tender	10
E2.06	Jan 18,2016	Issued For Tender	10
E3.01	Jan 18,2016	Issued For Tender	10

APPENDIX C
PROJECT SCHEDULE
TENDER
T15-1565

UNBC - Residence I Interior Renovation Tender Draft Construction Schedule

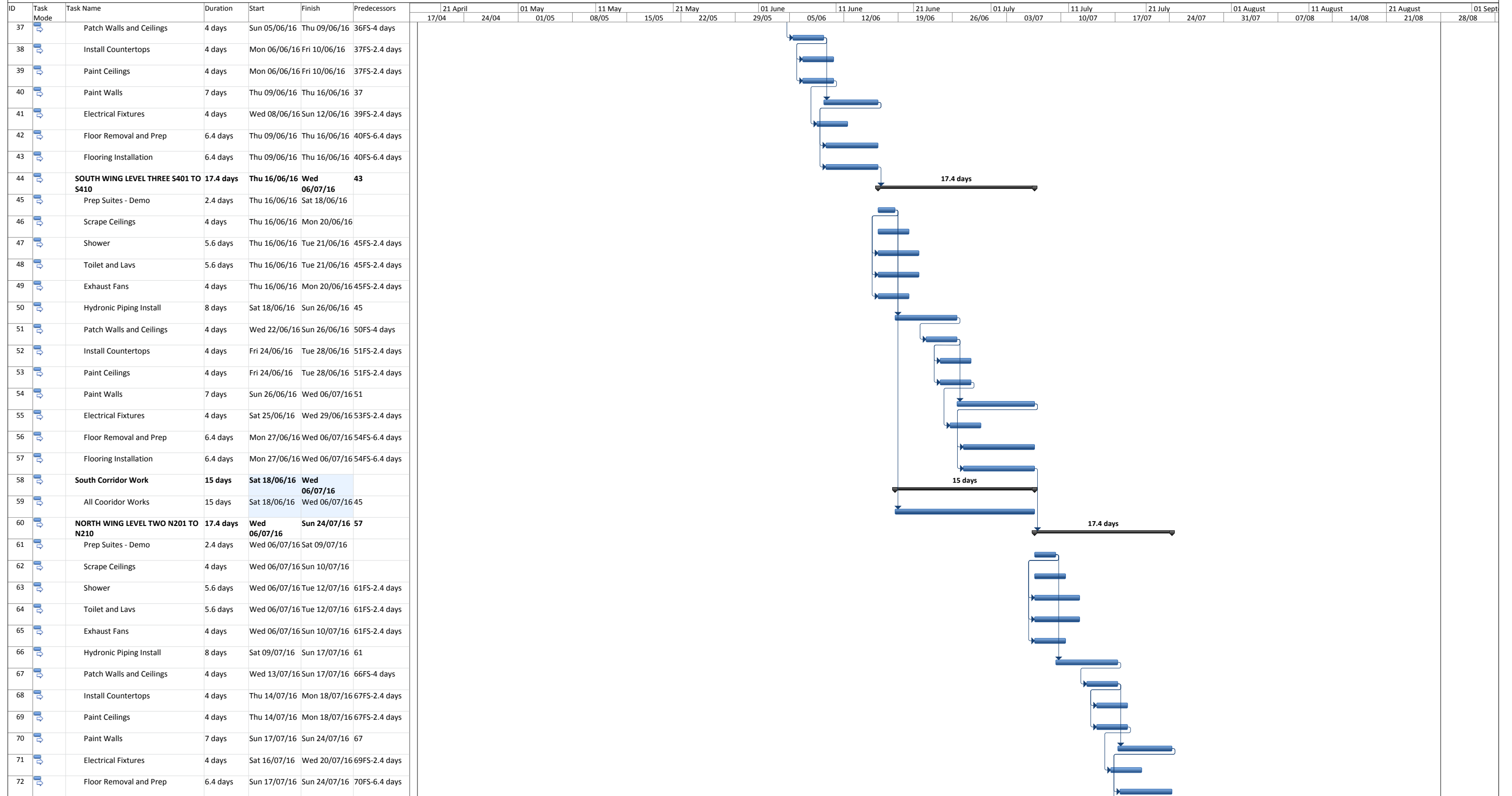


Project: 4-15-027 Tender Draft Co Date: Tue 26/01/16

Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline
Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Progress



UNBC - Residence I Interior Renovation Tender Draft Construction Schedule



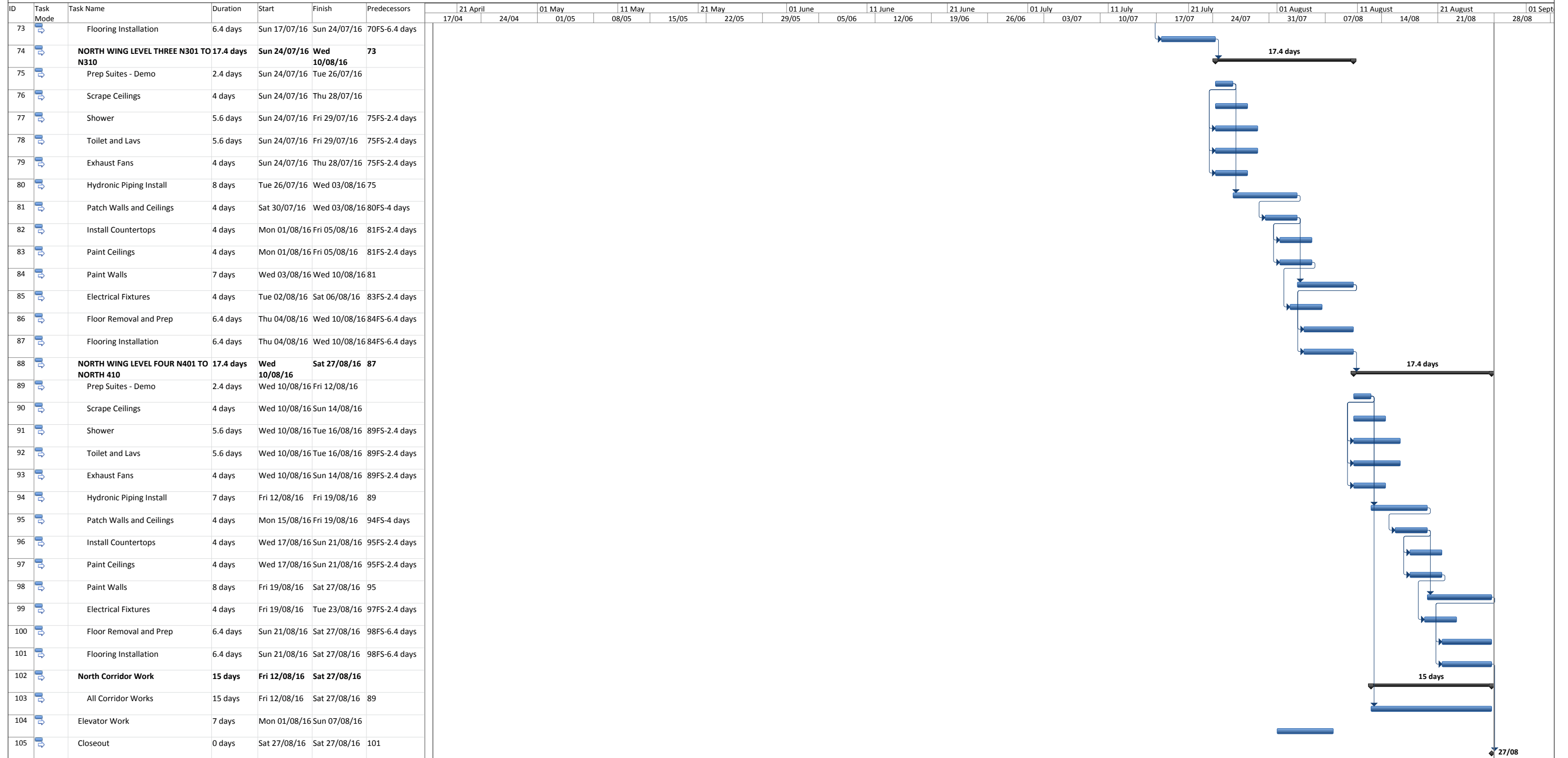
Project: 4-15-027 Tender Draft Co Date: Tue 26/01/16

Task Split

█ Milestone ◆ Project Summary External Milestone ◆ Inactive Milestone Inactive Summary ◇ Manual Task Manual Summary Rollup Start-only Deadline
⋯ Summary External Tasks Inactive Task Inactive Summary Duration-only Manual Summary Finish-only Progress



UNBC - Residence I Interior Renovation Tender Draft Construction Schedule



Project: 4-15-027 Tender Draft Co Date: Tue 26/01/16

Task Split

█ Milestone ◆ Project Summary █ External Milestone ◆ Inactive Milestone ◇ Manual Task █ Manual Summary Rollup ▬ Start-only ▬ Deadline ▬ Progress
⋯ Summary ▬ External Tasks ▬ Inactive Task ▬ Inactive Summary ▬ Duration-only ▬ Manual Summary ▬ Finish-only ▬ Progress



**APPENDIX D
CONTRACT DOCUMENT
TENDER
T15-1565**



SUBCONTRACT AGREEMENT

BETWEEN

IDL PROJECTS INC.

AND

Subcontractor Name

This Subcontract made on this Date

BETWEEN:

IDL Projects Inc., a corporate body duly incorporated under the laws of British Columbia having an office and place of business at #1088 Great Street, Prince George, BC, V2N 2K8 ("**IDL Projects**" or "IDL")

AND:

Subcontractor Name, a company duly incorporated under the laws of British Columbia having an office and place of business at Subcontractor Address (the "**Subcontractor**")

RECITALS:

- A. IDL Projects has entered into an agreement (the "**Prime Contract**") with NLN Properties Inc. (the "**Client**") for the construction of the Northland Nissan Dealership (the "**Project**").
- B. The Prime Contract which includes the Work to be performed under this Subcontract and IDL Projects wishes to retain the Subcontractor's services for the performance of the Work.
- C. The parties hereby set out the terms and conditions under which the Work will be performed by the Subcontractor.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. In this Subcontract all capitalized words and expressions shall have the same meanings as are assigned to them in this Section I – Form of Subcontract or in Section II – Conditions of the Subcontract.
- 2. The following Sections shall be read as one document and together form the Subcontract and, in the event of ambiguity or contradiction between the sections, the ambiguity or contradiction shall be resolved by giving precedence to the sections in the order listed, with the exception that Special Conditions of the Subcontract shall take precedence over General Conditions of the Subcontract and sections XI and XII shall immediately follow Section I in order of precedence:

Section I – FORM OF SUBCONTRACT

Section II – CONDITIONS OF THE SUBCONTRACT

Section III – TERMS OF PAYMENT

Section IV – SCOPE OF WORK

Section V – PROJECT HEALTH, SAFETY, SECURITY AND ENVIRONMENT PLANS

Section VI – TECHNICAL INFORMATION

Section VII – CONTRACTOR PROVIDED ITEMS

Section VIII – PROJECT QUALITY MANAGEMENT PLAN

Section IX – SUBCONTRACTOR'S EXECUTION PLAN

Section X – CHANGE ORDER PROCEDURE

Section XI – CONSTRUCTION SCHEDULE

Section XII – FLOW DOWNS FROM PRIME CONTRACT

3. In accordance with the terms and conditions set forth herein:
 - a. Subcontractor agrees to perform the Work required by the Subcontract document and attachments; and
 - b. IDL Projects agrees to pay the Subcontract Price.
4. The terms and conditions of the Subcontract shall apply from the execution date referenced in Appendix "A" to Section 1 - Form of Subcontract (the "**Effective Date**").
5. The Subcontractor shall complete the Work in accordance with the project schedule as adjusted from time to time (the "**Scheduled Completion Date**").
6. The Subcontract constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements related to the Subcontract, whether written or verbal.
7. Unless expressly stated otherwise, no amendments to the Subcontract shall be effective unless evidenced in writing and signed by the Parties.
8. If the Subcontractor is an unincorporated joint venture, consortium or similar entity, each member of the Subcontractor is and shall continue to be jointly and severally liable to IDL Projects for the performance of the Work and all liabilities arising under or in connection with the Subcontract and for all other matters in connection with the Subcontract.

IN WITNESS THEREOF: by authorized signature the Parties have executed this Subcontract as follows:

IDL PROJECTS INC.

Subcontractor Name.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX “A” TO SECTION I - FORM OF SUBCONTRACT

Part I

- Preambles The Project includes Scope of Work, as set out in more detail in Section IV – Scope of Work.
- ARTICLE 4 - The Effective Date of the Subcontract is **Feb XX, 2016**.
- ARTICLE 5 - The Schedule Completion Date is as per Section XI–Construction Schedule.

Part II

- ARTICLE 1 - The Project Site is 3333 University Way, Prince George, BC
- ARTICLE 3 - IDL Projects' Representative is **Dale Jarvis** pursuant to Article 3.1.
- ARTICLE 3 - The Subcontractor's Representative is **Subcontractors Representative Name** pursuant to Article 3.1.
- Section 16.1 The Defects Correction Period is twenty four (24) months from the Completion Date.
- Section 19.7 The amount referred to in this Section is 25% of the contract value.
- Section 20.5 Latest time for receipt of invoices is as per Section III - Terms of Payment.
- Section 20.7 The payment term is as defined in Section III – Terms of Payment.
- Section 21.2(b) The Subcontractor's Canada Revenue Agency business number for the Goods and Services Tax purposes is _____.
- Section 26.2(a) The percentage of the estimated Subcontract Price is one hundred percent (100%).
- Section 28.1(a) The deductible is _____ for any one occurrence.
- Section 28.1(c) The limit of the Subcontractor's insurance is _____.
- Section 28.1(d) The limit of the Subcontractor's insurance is \$ _____ and the deductible is \$ _____.
- Section 32.5(a) The addresses for the service of notices are:
- (a) IDL Projects – 1088 Great Street, Prince George, BC, V2N 2K8, phone 250-649-0561, fax 250-649-0581
 - (b) The Subcontractor – Address, Phone & Fax Numbers

SECTION II – CONDITIONS OF THE SUBCONTRACT

Table of Contents

ARTICLE 1 - DEFINITIONS.....	6
ARTICLE 2 - INTERPRETATION OF THE SUBCONTRACT	9
ARTICLE 3 - REPRESENTATIVES	9
ARTICLE 4 - THE SUBCONTRACTOR’S GENERAL OBLIGATIONS.....	9
ARTICLE 5 - IDL PROJECTS PROVIDED ITEMS AND ACCESS TO THE PROJECT SITE.....	11
ARTICLE 6 - THE SUBCONTRACTOR TO INFORM ITSELF.....	11
ARTICLE 7 - THE SUBCONTRACTOR TO INFORM IDL PROJECTS.....	12
ARTICLE 8 - ASSIGNMENT AND SUB-SUBCONTRACTING	12
ARTICLE 9 - SUBCONTRACTOR PERSONNEL.....	12
ARTICLE 10 - CO-OPERATION AND CO-ORDINATION WITH OTHERS.....	13
ARTICLE 11 - SUBCONTRACTOR’S EXECUTION PLAN	13
ARTICLE 12 - TECHNICAL INFORMATION	14
ARTICLE 13 - INSPECTION, TESTING AND PERFORMANCE TEST	14
ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE	15
ARTICLE 15 - COMPLETION	17
ARTICLE 16 - DEFECTS CORRECTION	17
ARTICLE 17 - FORCE MAJEURE	18
ARTICLE 18 - SUSPENSION	19
ARTICLE 19 - TERMINATION.....	20
ARTICLE 20 - SUBCONTRACT PRICE TERMS OF PAYMENT	22
ARTICLE 21 - TAXES	23
ARTICLE 22 - AUDIT RIGHTS OF IDL PROJECTS.....	26
ARTICLE 23 - OWNERSHIP AND TITLE	26
ARTICLE 24 - LIENS	27
ARTICLE 25 - INTELLECTUAL PROPERTY RIGHTS	28
ARTICLE 26 - LIABILITIES AND INDEMNITIES.....	28
ARTICLE 27 - CONSEQUENTIAL LOSS.....	29

ARTICLE 28 - INSURANCE BY THE SUBCONTRACTOR..... 29
ARTICLE 29 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS..... 31
ARTICLE 30 - CONFIDENTIALITY 31
ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS 32
ARTICLE 32 - GENERAL LEGAL PROVISIONS 34
ARTICLE 33 - RESOLUTION OF DISPUTES 35
ARTICLE 34 - HEALTH, SAFETY, SECURITY AND ENVIRONMENT 37

ARTICLE 1 - DEFINITIONS

The following definitions shall be used for the purpose of interpreting the Subcontract. Further definitions not contained in this ARTICLE 1 - DEFINITIONS shall apply to the sections in which they are stated.

"Affiliate" shall mean any company which is from time to time affiliated with IDL Projects or Subcontractor within the meaning of section 2 of the *Business Corporations Act*, SBC 2002, c.57.

"Anti-Bribery Laws" shall mean all applicable federal, provincial, municipal laws and regulations (as amended from time to time) that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.

"Applicable Laws" shall mean, all federal, municipal or provincial statutes, ordinances, regulations, laws, by-laws or codes.

"Authorities" shall mean the government, county, municipality, local government, or other political subdivision, ministry, or department which has jurisdiction over any part of the Work or the Project.

"Change Directive" shall mean a written instruction prepared by IDL Projects directing the Subcontractor to proceed with a change in the Work prior to IDL Projects and Subcontractor agreeing to adjustments in the Subcontract Price or Subcontract schedule.

"Change Order" shall mean a written amendment to the Subcontract prepared by IDL Projects and signed by the Subcontractor stating their agreement upon:

- (a) a change in the Work;
- (b) the method of adjustment or the amount of adjustment to the Subcontract Price, if any; or
- (c) the extent of adjustment to the Subcontract schedule, if any.

"Co-Venturer" shall mean any other entity with whom IDL Projects or any Affiliate of IDL Projects, is or may be from time to time a party to a joint operating agreement or unitization agreement or similar agreement relating to the operations for which the Work is being performed and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer.

"Completion" shall mean the event in accordance with ARTICLE 15 - COMPLETION.

"Completion Certificate" shall have the meaning given to it in ARTICLE 15 - COMPLETION.

"Consequential Loss" shall mean (a) indirect or consequential losses and/or (b) loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (in all cases, whether direct, indirect or consequential) and whether or not such losses were foreseeable at the time of entering into the Subcontract.

"Construction Equipment" shall mean all operated or non-operated equipment that is required for the performance of the Work.

"Construction Schedule" shall mean the schedule of events and associated dates specified in Section XI - CONSTRUCTION SCHEDULE together with amendments to any or all such dates as may be amended from time to time in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE.

"Data Protection" refers to all Applicable Laws with respect to the protection of proprietary data and information that is relevant to the project or performance of the Work.

"Defect Correction Period" shall mean the period referred to in Appendix "A" to Section II – CONDITIONS OF SUBCONTRACT.

“Dispute” shall mean any dispute, disagreement, controversy or claim arising out of or in connection with the Subcontract, whether in tort, contract, under statute or otherwise at law, including any question regarding the existence, validity, interpretation, application, implementation, breach, suspension or termination of the Subcontract.

“Effective Date” shall be the Subcontract signature date in Section I – FORM OF SUBCONTRACT.

“GST” shall mean the goods and services tax imposed under Part IX of the *Excise Tax Act* (Canada) as amended or in any successor legislation.

“Government Official” shall mean any official or employee of any government agency (which for greater certainty shall include any elected Aboriginal body).

“Gross Negligence” shall mean any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a course of action or which is in reckless disregard of or wanton indifference of a risk known, or so obvious that it should have been known, and so great as to cause harm to people, property or the environment; unless “Gross Negligence” has a different meaning ascribed to it under the governing law of the Subcontract, provided such meaning is established by statute, regulation, or other written law or by judicial precedent and is in clear, unambiguous terms and closed to conflicting judicial interpretation, and in which case “Gross Negligence” shall have that ascribed meaning.

“HSSE” shall mean health, safety, security and environmental.

“HSSE Standards” shall mean (a) all of Subcontractor’s rules, regulations and policies on any matter pertaining to HSSE, (b) all of IDL Projects’ rules, regulations and policies on any matter pertaining to HSSE, (c) IDL Projects’ regulations and site specific safety rules set out in Section V – PROJECT HEALTH, SAFETY, SECURITY and ENVIRONMENTAL PLANS and any amendments or supplements thereto that may be notified to the Subcontractor from time to time, (d) local, federal, provincial standards or codes of practice or Applicable Laws pertaining to HSSE. If there are any conflicts between or amongst any of the above, the most stringent HSSE standards shall apply, provided that all applicable and existing standards, codes, laws and regulations in the province of British Columbia.

“Intellectual Property Rights” shall mean all patents, copyrights, database rights, design rights, rights in confidential information, including know-how trade secrets, moral rights, trademarks and service marks (all whether registered or not and all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term and including any divisions, reissues, re-examinations, continuations, continuations-in-part and renewals thereof.

“IDL Projects Inc.” “IDL Projects” and “IDL” shall each mean IDL Projects Inc., its Co-Ventures’, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel). A reference to IDL Projects Inc. includes a reference to each of its members severally.

“IDL Projects Provided Items” shall mean any material, equipment, services and facilities, provided by IDL Projects to the Subcontractor for the Work, as stated in Section VII -CONTRACTOR PROVIDED ITEMS.

“IDL Projects Representative” shall mean that person referred to in ARTICLE 3 - REPRESENTATIVES.

“Key Personnel” shall mean those personnel named as such.

“Party” shall mean the Subcontractor or IDL Projects as the case may be and **“Parties”** shall mean the Subcontractor and IDL Projects.

“Performance Test” shall mean the testing criteria set out in Section IV – SCOPE OF WORK, to determine whether the Work meets the performance requirements.

“Person” shall mean any individual, partnership, limited partnership, firm, trust, corporate body, governmental body, agency, association or unincorporated body.

“Personal Data” means any information that alone or in conjunction with other information can identify an individual.

“Project” shall have the meaning ascribed to it in the recitals to Section I - FORM OF SUBCONTRACT.

“Project Site” shall mean the location(s) where the Project is to be constructed as specified in Appendix “A” to Section I – FORM OF SUBCONTRACT, or any additional location(s) as may be allocated by IDL Projects for temporary use by the Subcontractor or its Sub-subcontractors.

“Scheduled Completion Date” shall mean the date by which the Subcontractor is required to achieve Completion, as determined by the Construction Schedule which may be amended from time to time in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE

“Subcontract” shall have the meaning described in Section I - FORM OF SUBCONTRACT.

“Subcontract Price” shall mean the price payable by IDL Projects to Subcontractor for performance of the Work and calculated in accordance with Section III – TERMS OF PAYMENT.

“Subcontractor Group” shall mean the Subcontractor, its Sub-Subcontractors, and its and their Affiliates, its and their respective directors, officers and employees (including agency personnel). A reference to the Subcontractor Group includes a reference to each of its members severally.

“Subcontractor Personnel” shall mean all individuals, directly engaged in the Work under or through the Subcontractor, including employees of the Subcontractor Group.

“Subcontractor Representative” shall mean a person referred to in ARTICLE 3 - REPRESENTATIVES.

“Subcontractor’s Execution Plan” shall have the meaning ascribed to it in ARTICLE 11 - SUBCONTRACTOR’S EXECUTION PLAN.

“Sub-Subcontract” shall mean any contract between the Subcontractor and its Sub-Subcontractor or between a Subcontractor of any tier and its Sub-Subcontractor for the performance of any part of the Work.

“Sub-Subcontractor” shall mean any Person having a contract with a Subcontractor or another Sub-Subcontractor of any tier to perform or supply a portion of the Work.

“Technical Information” shall mean all such information provided by or caused to be provided by IDL Projects pursuant to the Subcontract as set out in Section VI – TECHNICAL INFORMATION.

“Willful Misconduct” shall mean a deliberate act or omission, the consequences of which were foreseen or foreseeable and intended to cause harm to people, property or the environment.

“Work” shall mean all activities and obligations to be performed by or on behalf of the Subcontractor under the Subcontract.

“Worksite” shall mean the lands, waters and places on, under, in or through which the Work is to be performed including design offices, workshops, fabrication and construction facilities and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the Work and shall include the Project Site.

ARTICLE 2 - INTERPRETATION OF THE SUBCONTRACT

- 2.1 No heading, index, title, subtitle, subheading or marginal note of the Subcontract shall limit, alter or affect the meaning or operation of the Subcontract. The words "Article" or "Section" in the Subcontract have the same meaning and are used interchangeably.
- 2.2 Except where the context requires otherwise, words indicating the singular shall also include the plural and words indicating the plural shall include the singular.
- 2.3 All correspondence, documentation and discussion with respect to the Subcontract and the Work shall be in the English language.
- 2.4 Unless expressly stated otherwise, (a) the term "day" used in the Subcontract shall refer to a calendar day, (b) a "week" shall refer to a period of seven (7) consecutive days, and (c) the term "include" or "including" shall mean "including without limitation".
- 2.5 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- 2.6 All modifications or amendments to the Subcontract must be in writing and executed by a duly authorized representative of each party.
- 2.7 Any reference to "legal costs" shall include those on a solicitor and own client, full indemnity basis, including both fees and disbursements.
- 2.8 All references to currency shall mean Canadian dollars.

ARTICLE 3 - REPRESENTATIVES

- 3.1 Each of the Parties shall appoint a competent representative authorized to represent the Party for all purposes required by the Subcontract, as designated by notice by a Party to the other Party. Each initial representative is the person named as such in Appendix "A" to Section I - FORM OF SUBCONTRACT. Each representative: where expressly stated in the Subcontract shall have the authority to commit the Party to any course of action, but otherwise shall have no powers to amend the Subcontract or to relieve the Party from any of its obligations under the Subcontract and IDL Projects shall have the right to change its representative at any time at its sole discretion and shall notify the Subcontractor in writing. The Subcontractor's representative shall not be replaced without the prior written consent of IDL Projects such consent not to be unreasonably withheld or delayed.
- 3.2 The Subcontractor may use Sub-Subcontractors acceptable to IDL Projects listed in the Subcontractor Execution Plan on the Project. Any change in installer will require permission in writing from IDL Projects Inc. IDL Projects shall have no liability whatsoever arising out of the approval of any Sub-Subcontractor, by IDL Projects or the use of such approved Sub-Subcontractor by the Subcontractor.

ARTICLE 4 - THE SUBCONTRACTOR'S GENERAL OBLIGATIONS

- 4.1 Subcontractor shall provide all management, supervision, materials, Construction Equipment, consumables, labour and each and every item of expense necessary to complete the Work (except in

the case of any IDL Projects Provided Items) whether of a temporary or permanent nature.

- 4.2 Subcontractor shall carry out all of its obligations under the Subcontract and shall execute the Work in accordance with the Subcontract documents, attachments, drawings, specifications, Applicable Laws and with all due care, diligence and skill to be expected of a reputable contractor experienced in the type of work to be carried out under the Subcontract.
- 4.3 Except as expressly specified in the Subcontract, the Subcontractor shall not be responsible for the design of any part of the permanent portions of the Work. Where the Subcontractor is responsible, all such Work shall be in accordance with Section 4.2. Any review, approval, consent, instruction given to the Subcontractor under the Subcontract, or any inspection or witnessing of tests, by or on behalf of IDL Projects, shall not relieve the Subcontractor from any obligation under the Subcontract.
- 4.4 IDL Projects has the right to issue instructions and directions on all matters concerning the Work and the Subcontractor shall comply and strictly adhere to such instructions and directions, to the extent that it is not illegal, physically impossible or creates a hazard to safety.
- 4.5 In order to ensure that performance and completion of the Work is not delayed or impeded, the Subcontractor shall be responsible for the timely provision of all matters referred to in Sections 4.1, 4.2, and 4.3 and, where provided for elsewhere in the Subcontract, for the timely request of IDL Projects Provided Items.
- 4.6 All equipment and materials provided by the Subcontractor shall be new, of good quality and fit for their intended purpose and in strict accordance with the specifications provided for in the Subcontract documents. Where there is no detailed specifications provided for in the Subcontract documents and no purpose is defined the equipment and materials shall be fit for its ordinary purpose. All equipment and materials are subject to IDL Projects' approval.
- 4.7 If, in the opinion of IDL Projects, any item or items of Construction Equipment or materials are not adequate in quality, capacity or quantity to carry out the Work in accordance with the Subcontract documents, or otherwise are not in accordance with the specifications or their intended purpose, the Subcontractor shall, as instructed by IDL Projects, repair, replace or provide additional or replacement materials or Construction Equipment at no additional cost to IDL Projects.
- 4.8 Subcontractor shall maintain and leave all Worksites in a clean, tidy and orderly condition at all times during the performance of the Work. Before departure from any Worksite, the Subcontractor shall clean and leave it free from all materials, Construction Equipment, debris and waste; disposal of waste and debris shall be undertaken in a legal and safe manner and in compliance with relevant laws, regulations and any site specific disposal instructions. "Waste" includes any unusable or unwanted materials or substances irrespective of whether they have any value.
- 4.9 Subcontractor shall obtain, without delay, and maintain during the performance of the Work all permits, licenses, approvals and other consents as are necessary for the Work, including without limitation import licenses, and shall provide IDL Projects with any required assistance for the purpose of obtaining and maintaining all required permits, licenses, approvals and other consents that can only be obtained by IDL Projects.
- 4.10 **Quality Assurance and Remedial Work**
 - (a) Subcontractor shall perform the Work in conformity with the quality assurance and quality management requirements set forth in the Subcontract and in Section VIII – PROJECT QUALITY MANAGEMENT PLAN. IDL Projects shall have the right to undertake quality audits and verification of the Subcontractor's Work, and the right to reject any Work that is not performed in accordance with the above requirements.

- (b) IDL Projects shall have the right to reject any part of the Work or rework which does not comply with the requirements of the Subcontract, including faulty workmanship, services, materials or Construction Equipment. Upon receiving a notice of rejection, the Subcontractor shall immediately take all such steps as are necessary to correct and remedy such non-compliance, all at no additional cost to IDL Projects.
- 4.11 Subcontractor will maintain and retain all information related to the Work in a safe and secure location and in the format as specified in the Subcontract (if such format is not specified by the Subcontract, then in accordance with industry standard) and will, at IDL Projects' request, provide all such information to IDL Projects.

ARTICLE 5 - IDL PROJECTS PROVIDED ITEMS AND ACCESS TO THE PROJECT SITE

- 5.1 IDL Projects may, at its own expense, provide the IDL Projects Provided Items specified in Section VII – IDL PROJECTS PROVIDED ITEMS. Subcontractor shall be responsible for all receiving, receiving documentation, unloading, and handling such items with all due care and diligence to safeguard and avoid damage.
- 5.2 Subcontractor will visually inspect all IDL Projects Provided Items and check all supporting documentation and notify IDL Projects in writing of any discrepancy or damage within three (3) days of receipt. In the absence of any notification of discrepancy or damage, all items shall be conclusively deemed to have been delivered in a complete and undamaged state to the extent that any discrepancy or damage in the opinion of IDL Projects could have been discovered by a reasonable level of inspection. Subcontractor shall not however, be liable for any latent defects in any items which could not reasonably in the opinion of IDL Projects been discovered by the Subcontractor.
- 5.3 Subcontractor will be responsible for and shall maintain care, custody and control of all IDL Projects Provided Items until completion of the Work.
- 5.4 Subcontractor shall ensure that all IDL Projects Provided Items are used in accordance with all applicable trade control laws and are not exported, provided, or made available to any restricted jurisdictions or restricted parties.
- 5.5 IDL Projects shall make the Project Site available to the Subcontractor in accordance with IDL Projects' policies and permit the Subcontractor access to work areas on a non-exclusive basis. Such access shall be subject to compliance by the Subcontractor with Worksite policies, safety and security regulations.
- 5.6 In the event that the Work requires Subcontractor Group or its personnel to access IDL Projects property and/or any of IDL Projects technical information, resources (including Client's network infrastructure), or Worksites, Subcontractor will comply with and be bound by IDL Projects' terms and conditions of access and security.

ARTICLE 6 - THE SUBCONTRACTOR TO INFORM ITSELF

- 6.1 Subcontractor warrants and represents that it has satisfied itself as to the nature of the Work, including the services, personnel, materials, Construction Equipment, Project Site conditions, consumables, facilities and each and every item of expense or requirement for the performance of the Work, the correctness and sufficiency of the rates and prices stated in Section III – TERMS OF PAYMENT, means of access, ground, climatic, sea, riverbed, other water and weather conditions, and all other matters which could affect progress or performance of the Work. Any failure by the

Subcontractor to take account of such matters which could affect the Work shall not relieve the Subcontractor from its obligations under the Subcontract and the Subcontractor shall not be entitled to any compensation of any kind from IDL Projects arising from Subcontractor's failure to properly take such matters into account.

- 6.2 Subcontractor assumes total responsibility for all Work performed by Subcontractor, including Work which is based upon data and information not contained in the Subcontract or any conclusions, interpretations of the Work by the Subcontractor or its Sub-Subcontractors in applying the data, information and requirements contained in the Subcontract.

ARTICLE 7 - THE SUBCONTRACTOR TO INFORM IDL PROJECTS

- 7.1 Subcontractor shall notify IDL Projects in writing immediately of all matters or incidents that could affect the safety of any person, place, thing or property including adjoining properties, which may impact or delay the performance of the Work regardless of cause, including any safety related requirements of Section V – PROJECT HEALTH, SAFETY, SECURITY AND ENVIRONMENT PLANS or any proposed or actual stoppages of Work, disputes or other matters that affect or are likely to affect the Work.

ARTICLE 8 - ASSIGNMENT AND SUB-SUBCONTRACTING

8.1 Assignment of the Subcontract

- (a) Subcontractor shall not assign the Work or any part of it or any benefit or interest in or under it without the previous written consent of IDL Projects, which consent may be unreasonably withheld.
- (b) IDL Projects shall be entitled to assign the Subcontract or any part of it or any benefit or interest under it to any of its Co-Ventures' or Affiliates of IDL Projects without prior agreement of the Subcontractor and the Subcontractor without delay, shall execute an assignment of the interest in the Subcontract to the relevant party per IDL Projects' request.

- 8.2 Before the Subcontractor enters into any Sub-Subcontracts, IDL Projects shall be given an adequate opportunity to review the award process, the form of the Sub-Subcontract, the list of proposed Sub-Subcontractors, the part of the Work which shall be covered under the Sub-Subcontract, and any other relevant details requested by IDL Projects. IDL Projects may reject any proposed Sub-Subcontractor in which case the Subcontractor shall, at no additional cost to IDL Projects, use a different Sub-Subcontractor who is acceptable to IDL Projects.

- 8.3 Subcontractor shall be responsible for any and all Work performed by its Sub-Subcontractors and any and all acts, errors and omissions (including of their directors, officers, employees, agents and representatives), including compliance with the requirements of IDL Projects' policies and procedures stipulated in the Subcontract as if the Work was performed by the Subcontractor.

ARTICLE 9 - SUBCONTRACTOR PERSONNEL

- 9.1 Subcontractor Group will only use personnel who are in possession of valid work permits for the duration of the Work and are properly permitted, qualified, suitably trained, competent skilled professionals experienced with in the Work to be performed. Subcontractor Group is responsible for its personnel, including payment of all salaries, wages, benefits, taxes, WCB, commissions, allowances, transportation, LOA, accommodations and shall indemnify, defend and hold harmless

IDL Projects Inc. from and against any liability resulting from the failure by any member of the Subcontractor Group to pay any such items. The Subcontractor Group will verify all relevant qualifications, experience and will perform security background checks where required by IDL Projects to comply with applicable immigration laws. If the Subcontract specifies the use of Key Personnel the Subcontractor Group will not replace any Key Personnel without prior approval of IDL Projects. All Subcontractor Group Key Personnel or supervisory personnel shall be proficient in English (read, write and speak).

- 9.2 IDL Projects may instruct Subcontractor to remove from the Worksite and the performance of the Work any person engaged in any part of the Work who, in the sole opinion of IDL Projects is:
- (a) incompetent or negligent in the performance of his or her duties;
 - (b) engaged in activities which are contrary or detrimental to the interests of IDL Projects or the Client;
 - (c) is not conforming to relevant safety procedures described in Section V – PROJECT HEALTH, SAFETY, SECURITY AND ENVIRONMENT PLANS or persists in any conduct likely to be prejudicial to health, safety, security, or the environment; or
 - (d) Is insubordinate to any member of IDL Projects' supervisory personnel or that of the Client.
- 9.3 Any such person shall be removed from the Worksite and the performance of the Work and shall not be engaged again in the Work or on any other works of IDL Projects without the prior written approval of IDL Projects.
- 9.4 The Subcontractor shall provide a suitable replacement for such person within twenty four (24) hours, or such longer time as may be agreed by IDL Projects, and shall cover all costs incurred in such replacement.

ARTICLE 10 - CO-OPERATION AND CO-ORDINATION WITH OTHERS

- 10.1 Subcontractor Group shall permit free access to the Worksite and the Work to IDL Projects' Representative and to any other persons authorized by IDL Projects including the employees and representatives of others engaged by IDL Projects. The Subcontractor shall co-operate fully with and afford all reasonable efforts to such persons.
- 10.2 IDL Projects will on all matters pertaining to the Work:
- (a) act as the primary point of contact with any Authorities, other subcontractors and third parties;
 - (b) provide appropriate procedures to be used by Subcontractor for any contact with such Authorities and other external bodies; and
 - (c) arrange for technical representation at meetings with Authorities and certification bodies when required.

ARTICLE 11 - SUBCONTRACTOR'S EXECUTION PLAN

- 11.1 Subcontractor shall be responsible for controlling its progress of the Work by way of development and execution of a Subcontractor's Execution Plan, which shall provide:

- (a) full details of the arrangements and methods which the Subcontractor proposes for the execution of the Work; and
 - (b) a plan for carrying out the Work to meet the Project Schedule to include progress reporting, scheduling, forecasting and controlling the performance of the Work.
- 11.2 The Subcontractor's Execution Plan referred to in Section 11.1 is attached to the Subcontract in Section IX – SUBCONTRACTOR'S EXECUTION PLAN. The Subcontractor's Execution Plan shall be revised and updated from time to time to take into account events affecting the Work and the actual progress of the Work. The Subcontractor shall submit any revised and updated Subcontractor's Execution Plan for review and approval by IDL Projects. All such Subcontractor Execution Plans shall be prepared to ensure Subcontractor completing the Work by the Scheduled Completion Date.

ARTICLE 12 - TECHNICAL INFORMATION

- 12.1 Without prejudice to the Subcontractor's obligations under ARTICLE 6 - THE SUBCONTRACTOR TO INFORM ITSELF, IDL Projects may, during execution of the Work, provide to the Subcontractor technical information relating to the design of the Work and/or to the procurement of materials as specified in Section VI – TECHNICAL INFORMATION. Subcontractor shall take full consideration of such technical information in performing the Work. For any deviations from IDL Projects supplied technical information, the Subcontractor shall follow a technical deviation procedure satisfactory to IDL Projects before implementing any deviation. All costs associated with such deviations shall be to the account of Subcontractor and not IDL Projects. Subcontractor shall give adequate notice of any further technical information that may be required to carry out the Work in accordance with the Subcontractor's Execution Plan.
- 12.2 Subcontractor shall maintain at the Project Site a complete set of all relevant technical information together with all relevant documents and drawings and make it available to IDL Projects Representative at all reasonable times. If requested by IDL Projects the Subcontractor shall, following Completion or termination of all or part of the Work return to IDL Projects all copies of the relevant technical information.
- 12.3 Without limiting the Subcontractor's obligations under ARTICLE 6 - THE SUBCONTRACTOR TO INFORM ITSELF, the Subcontractor may assume as correct the technical information, provided however the Subcontractor has the obligation to check that the technical information is adequate and sufficient to enable the Subcontractor to perform the Work. Subcontractor shall notify IDL Projects within fourteen (14) days of receipt if any information is inadequate or insufficient. In the absence thereof, the information supplied shall be deemed to be adequate and sufficient. With respect to any such notified inadequacy or insufficiency, ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE shall apply.

ARTICLE 13 - INSPECTION, TESTING AND PERFORMANCE TEST

- 13.1 Subcontractor shall carry out all tests and inspections detailed in the Subcontract in addition to any other inspection, testing or retesting required to confirm that the requirements of the Subcontract are met. IDL Projects has the right to witness any test or inspection and Subcontractor shall notify IDL Projects of any test or inspection in adequate time so IDL Projects may meaningfully exercise this right.
- 13.2 For the purposes of inspection, no part of the Work shall be put out of view, painted, covered up, or

otherwise restricted in access without the prior written consent of IDL Projects. IDL Projects shall have the right to have completed Work inspected and, if necessary, tested.

- 13.3 IDL Projects shall have the right to reject any part of the Work or rework which does not comply with the requirements of the Subcontract, including faulty workmanship, materials or Construction Equipment. Upon receiving a notice of rejection, the Subcontractor shall immediately take all steps that are required to correct and remedy such non-compliance, including but not limited to repair or replacement of the defective part of the Work. All costs of reinspection or testing incurred by either Subcontractor or IDL Projects shall be to the account of Subcontractor.

13.4 **PERFORMANCE TESTS BY IDL PROJECTS**

- (a) IDL Projects may elect to Performance Test the Work, and Subcontractor shall assist IDL Projects in carrying out all such testing in accordance with the performance criteria as set out in Section IV- SCOPE OF WORK.
- (b) If, during any Performance Test, any part of the Work fails to meet the applicable testing criteria as set out in Section IV- SCOPE OF WORK, the Subcontractor shall, upon consultation with IDL Projects, take all actions necessary to remedy such failure at no additional cost to IDL Projects.

ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE

14.1 **CHANGE ORDERS**

- (a) A Change Order can result from a written instruction effecting a change to the Work prepared by IDL Projects and given to Subcontractor or by written request from Subcontractor to IDL Projects. If the Parties agree on the effect of the proposed change on the Subcontract Price or Construction Schedule, IDL Projects will authorize the Change Order by issuing a Change Order Form to the Subcontractor as specified in SECTION – X CHANGE ORDER PROCEDURE.
- (b) A Change Order shall in no way affect the rights or obligations of the Parties except as expressly provided for in the Change Order. Any Change Order shall be governed by all the provisions of the Subcontract. The Subcontractor shall promptly comply with the terms of the Change Order immediately upon receipt.

14.2 **CHANGE DIRECTIVE**

- (a) A Change Directive can result from a written instruction prepared by IDL Projects and given to Subcontractor directing the Subcontractor to proceed with a change in the Work prior to IDL Projects and Subcontractor agreeing to adjustments in the Subcontract Price or Construction Schedule. IDL Projects may issue such Change Directives as it requires.
- (b) The Subcontract Price and/or Construction Schedule may, at the discretion of IDL Projects, be subject to adjustment as a result of the Change Directive. In the event the Subcontractor disagrees with the adjustments, if any, to the Subcontract Price or Construction Schedule proposed by IDL Projects, ARTICLE 33 - RESOLUTION OF DISPUTES will apply. Notwithstanding any such disagreement, the Subcontractor shall immediately comply with, and carry out the work set out in, a Change Directive.
- (c) A Change Directive shall in no way affect the rights or obligations of the Parties except as expressly provided for in the Change Directive. Any work referenced in a Change Directive shall be governed by all the provisions of the Subcontract.

14.3 RIGHT OF IDL PROJECTS TO ISSUE INSTRUCTIONS

- (a) IDL Projects shall have the right at any time to issue instructions to the Subcontractor and the Subcontractor shall follow the instructions including but not limited to revision, deletion and acceleration of the Work or any part thereof.
- (b) If the Subcontractor believes that such instructions will result in a material change to its costs of carrying out the Work or the time to carry out the Work, then prior to carrying out such instructions Subcontractor shall request a Change Order and submit a full estimate of the consequences of such instruction to IDL Projects detailing any impacts to the Subcontract Price, Construction Schedule and/or the Subcontractor's Execution Plan.
- (c) Notwithstanding Section 14.3(b), IDL Projects may, by way of written notice to Subcontractor, direct Subcontractor to commence the work and comply with the instructions immediately when:
 - (i) it considers it necessary for reasons of emergency or safety; or
 - (ii) it considers that the instruction will not result in a material change to the Subcontractor's costs of carrying out the Work or the time to carry out the Work despite Subcontractor's belief to the contrary;

in either of which case Subcontractor shall immediately carry out and comply with such instruction and ARTICLE 33 - RESOLUTION OF DISPUTES will apply the issue of adjustment to the Subcontract Price or Construction Schedule.

14.4 SUBCONTRACTOR'S RIGHT TO REQUEST A CHANGE ORDER If in the opinion of the Subcontractor an event has taken place for which it believes it is entitled to receive a change to the Subcontract Price or Construction Schedule, the Subcontractor shall, within seven (7) days from the moment such event was known or should reasonably have been known to the Subcontractor, request in writing that IDL Projects issue a Change Order in respect of such event. The Subcontractor shall not proceed with any Work affected by such event unless instructed to do so by IDL Projects or until the Subcontractor's proposal is accepted or rejected by IDL Projects. Failure to submit requests for Change Orders in accordance with this Section 14.4 shall constitute a forfeit to, and a waiver of, any rights concerning adjustment to the Subcontract Price, Construction Schedule and/or the Subcontractor's Execution Plan.

14.5 SUBCONTRACTORS ESTIMATES Within ten (10) days of having been instructed by IDL Projects in accordance with Section 14.2(a) or the Subcontractor having requested a Change Order in accordance with Section 14.3 or 14.4, the Subcontractor shall submit to IDL Projects fully detailed estimates concerning adjustment to the Subcontract Price, Construction Schedule and/or the Subcontractor's Execution Plan.

14.6 DISAGREEMENTS ON INSTRUCTED OR REQUESTED CHANGE ORDERS In the event that the Parties cannot agree on the instructed or requested Change Order, IDL Projects may in its sole discretion decide not to proceed with the contemplated change, or issue a Change Directive to the Subcontractor to execute the change to the Work. Subcontractor shall not be entitled to any payment and or extension to the Construction Schedule until agreement is reached by the Parties or until the issue is resolved in accordance with ARTICLE 33 - RESOLUTION OF DISPUTES.

14.7 NO CHANGE ORDERS For the avoidance of doubt, the following do not entitle the Subcontractor to a Change Order or any other adjustment to the Subcontract Price or Construction Schedule:

- (a) any action carried out by the Subcontractor to remedy or correct any failure by the Subcontractor to perform the Work or any of its other obligations under the Subcontract;

- (b) any rework attributable to the Subcontractor's fault or negligence in performing the Work; and
- (c) any action required to avoid injury or death, damage to property or the environment.

ARTICLE 15 - COMPLETION

15.1 When the Subcontractor considers that:

- (a) It has fulfilled all of its obligations under the Subcontract, including where IDL Projects has terminated the Work in part or in whole under Section 19.1; or
- (b) any part of the Work for which a separate time for completion is included in the Construction Schedule has been completed and has satisfactorily passed any final test that may be prescribed in the Subcontract and the Subcontractor has provided IDL Projects with all required turnover documentation satisfactory, complete and up to date as required in this Subcontract, the Subcontractor shall so notify IDL Projects and request the issuance of a Completion Certificate for the whole of the Work, or the relevant part of the Work, as applicable.

15.2 IDL Projects shall, as soon as reasonably practicable following receipt of such notice either:

- (a) issue a Completion Certificate in respect of the whole Work or the relevant part of the Work, or
- (b) notify the Subcontractor of any defects in the Work or the relevant part of the Work, which the Subcontractor shall promptly correct. When the Subcontractor considers such correction to have been completed the Subcontractor shall again request a Completion Certificate in accordance with Section 15.2 and in the case of remaining defects in the Work or relevant part of the Work the provisions of this ARTICLE 15 - COMPLETION shall continue to apply.

ARTICLE 16 - DEFECTS CORRECTION

16.1 Subcontractor warrants and guarantees that it has performed and shall perform the Work in accordance with the provisions of the Subcontract, and the Work will be free from any and all defects during the Defects Correction Period.

16.2 During the Defects Correction Period, upon IDL Projects' written request to correct a defect(s) in any part of the Work in such manner as to minimize any downtime or delay or interference to IDL Projects, or the Client, or the Client's customer, the Subcontractor shall take all steps necessary to correct such defect(s) at no additional cost to IDL Projects. If the Subcontractor does not promptly carry out all Work necessary to correct any defect(s), IDL Projects in its sole discretion may correct the defect(s) itself or arrange for third parties to correct the defect(s), in which case all costs incurred by IDL Projects in relation to such correction shall be reimbursed to it by the Subcontractor.

16.3 The Defects Correction Period shall not begin to run for any part of the Work until the date of issuance by IDL Projects of a Completion Certificate for of the whole of the Work. The running of the Defects Correction Period shall be suspended during that period of time from when a defect has been identified and when it has been finally corrected by the Subcontractor, and the Defects Correction Period shall be extended by the length of such suspension.

16.4 Without limitation, all obligations of the Subcontractor pursuant to the provisions of this ARTICLE 16 -

DEFECTS CORRECTION shall be performed by the Subcontractor at its sole cost and expense, including Work carried out by IDL Projects or a third party in accordance with Section 16.2.

- 16.5 IDL Projects, acting reasonably, may withhold payments from the Subcontractor to such extent as may be considered necessary by IDL Projects to protect IDL Projects from loss on account of defective work or the failure of the Subcontractor to make payments for materials, labour otherwise under this Subcontract. IDL Projects will endeavor to provide reasonable notice of the intent to withhold payment, but shall not be precluded from withholding payment if such notice has not been given. The Subcontractor authorizes IDL Projects to pay any or all of the Subcontractor's unpaid obligations, whether or not such obligations have been disclosed by the Subcontractor to IDL Projects, and reduce the amount owing to the Subcontractor by such an amount, such payments being on account of the Subcontract Price.
- 16.6 IDL Projects may withhold payments from the Subcontractor for defective work in an amount, determined at the sole discretion of IDL Projects Inc. acting reasonably, of two times the estimated cost to IDL Projects of correcting the defective work.

ARTICLE 17 - FORCE MAJEURE

- 17.1 Neither IDL Projects nor the Subcontractor shall be responsible for any failure to fulfill any term or condition of the Subcontract if and to the extent that fulfillment has been delayed or temporarily prevented by a Force Majeure event as defined in Section 17.2.
- 17.2 For the purposes of this Subcontract only the following shall be considered a Force Majeure event:
- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, blockade, embargo, international trade sanction, insurrection of military or usurped power;
 - (b) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (c) Acts of God, epidemic, plague, earthquake, flood, fire, named cyclone / hurricane / typhoon, tidal wave, explosion and or other natural physical disaster, but excluding weather conditions as such regardless of severity;
 - (d) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected Party or the Subcontractor Group and which affect a substantial or essential portion of the Work;
 - (e) Maritime or aviation disasters;
 - (f) One of the Parties being unable, despite its reasonable efforts, to obtain in due time and manner any approval, permit, consent or other authorization required by Applicable Laws to be obtained in connection with the Work or the Subcontract, that may be necessary for that Party to be able to comply with its obligations under the Subcontract provided that party has exercised best commercial efforts to secure same; and
 - (g) a delay, failure or default in compliance by any Sub-Subcontractor, provided it is caused by an event that would qualify as a Force Majeure event under this Subcontract, with the relevant Sub-Subcontractor as the affected party subject to, in each case, those events being beyond the control and without the fault or negligence of the Party affected and which, by the

exercise of reasonable diligence, the said Party is unable to provide against said event.

- 17.3 In the case of a Force Majeure event, the Party that is or may be delayed in performing the Subcontract shall notify the other Party without delay giving the full particulars thereof and shall use all reasonable efforts to mitigate the effects of said event without delay. Each Party shall bear its own cost in relation to the Force Majeure event.
- 17.4 If either Party is delayed or otherwise impacted in performing the Subcontract by a Force Majeure event, the Construction Schedule and/or the Subcontractor's Execution Plan, but not the Subcontract Price, may be adjusted in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE and 17.5.
- 17.5 Upon cessation of any Force Majeure event the Subcontractor shall prepare a revised Subcontractor's Execution Plan to provide for rescheduling of the Work so as to minimize the effects of the delay and having made due allowance for any instruction to accelerate the Work given in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE.
- 17.6 Following notification of a Force Majeure event in accordance with Section 17.3, IDL Projects and the Subcontractor shall meet without delay with a view to agreeing to a mutually acceptable course of action to minimize any effects of such event.
- 17.7 If any event of Force Majeure results in a delay that exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, IDL Projects may terminate the Subcontract by giving at least ten (10) days written notice to the Subcontractor and the provisions of Section 19.5 shall apply.
- 17.8 Obligations of IDL Projects and the Subcontractor to pay amounts due to the other Party under the Subcontract shall not be excused by an event of Force Majeure.

ARTICLE 18 - **SUSPENSION**

- 18.1 IDL Projects may, at any time, require the Subcontractor to suspend the performance of all or a portion of the Work. If instructed by IDL Projects, the Subcontractor shall maintain adequate Subcontractor Personnel on call for the completion of the Work suspended, and if IDL Projects so instructs, IDL Projects shall pay the Subcontractor in respect of such Subcontractor Personnel at the applicable rates included in Section III – TERMS OF PAYMENT, provided that the Subcontractor shall extend reasonable efforts to employ such Subcontractor Personnel on other portions of the Work not suspended and take all reasonable steps to mitigate the cost and schedule impacts arising from suspension.
- 18.2 Upon receipt of any such suspension notice, the Subcontractor shall, unless the notice requires otherwise:
 - (a) immediately discontinue the Work on the date and to the extent specified in the notice;
 - (b) place no further orders for materials or services with respect to the suspended Work other than to the extent required in the notice;
 - (c) promptly make every reasonable effort to obtain suspension upon terms satisfactory to IDL Projects of all contracts with the Subcontractor Group to the extent they relate to performance of the Work suspended; and
 - (d) continue to protect and maintain the Work, including those portions of the Work that have been suspended.

- 18.3 Subcontractor shall resume the Work suspended within three (3) days after receipt of a notice to resume from IDL Projects, or as soon thereafter as is reasonably practicable.
- 18.4 No compensation or reimbursement shall be paid to the Subcontractor for a suspension to the extent that performance of the Work was, or would have been, suspended, delayed or interrupted by any cause for which the Subcontractor Group is responsible including the act or omission of any of the Subcontractor Group or the non-compliance by the Subcontractor Group with the Subcontract (a "Default Suspension"). Other than in respect of a Default Suspension, and subject to the condition precedent that IDL Projects has received such payment or schedule extension from the Client arising from the suspension, the Subcontract Price, the Subcontract Schedule and the Subcontractor's Execution Plan shall be adjusted in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE. If suspension results from default on the part of the Subcontractor Group as noted above:
- (a) the Subcontractor shall bear its own costs;
 - (b) any additional costs reasonably incurred by IDL Projects as a result shall be recoverable by IDL Projects from Subcontractor; and
 - (c) the Construction Schedule shall not be adjusted.
- 18.5 IDL Projects shall not be directly responsible for any loss, damage or expense incurred by the Subcontractor caused by delays, howsoever such delays are caused, whether by the negligence of IDL or the Client, breach of this Subcontract by IDL Projects, or otherwise. Further, in no event shall IDL be responsible for any indirect or Consequential Damages, including loss of profit or opportunity, howsoever such damages arise, and the Subcontractor agrees not to claim against IDL Projects for any such damages.

ARTICLE 19 - TERMINATION

- 19.1 IDL Projects shall have the right, by giving written notice, to terminate all or any part of the Work forthwith or at such other time as IDL Projects may consider necessary, on the date set out in the notice of termination, for any of the following reasons:
- (a) to suit the convenience of IDL Projects;
 - (b) if, in the reasonable opinion of IDL Projects, any member of the Subcontractor Group when performing Work pursuant to this Subcontract:
 - (i) commits any breach or causes IDL Projects, the Client, either of their Affiliates or any other Person involved with the Project to be in breach of applicable Anti-Bribery Laws (as defined in Section 31.1); or
 - (ii) breaches any of the provisions of ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS ; or
 - (iii) breaches, or causes or counsels IDL Projects, the Client, either of their Affiliates or any other Person involved with the Project to be in breach of, Applicable Laws, including without limitation with respect to competition or Trade Control Laws.
 - (c) in the event of Subcontractor's (i) abandonment or repudiation of the Subcontract; (ii) failure to carry out an instruction in relation to the performance of the Work; (iii) breach of any of the

provisions of the Subcontract concerning HSSE, assignment or subcontracting; (iv) prolonged delay; (v) acts or omissions resulting in any limitation of liability being reached; (vi) failure to maintain performance security; (vii) engaging in prohibited acts; or (viii) any other material default on the part of the Subcontractor, including failure to comply with any Applicable Laws, other than as referred to in Section 19.1(b); or

- (d) in the event of the Subcontractor, or any one of the providers of the Parent Company Guarantee(s), in the event that the Subcontractor is an incorporated joint venture, consortium or similar entity, any of the entities forming such entity, or in the event that the Subcontractor is an unincorporated joint venture, consortium or similar entity, any member of such entity, becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or any event occurs which under Applicable Laws has a similar effect to any of these acts or events ; or
- (e) in the event the Subcontractor commits a Subcontractor Event of Default. It shall be a Subcontractor Event of Default if the Subcontractor:
 - (i) commits an act of bankruptcy;
 - (ii) fails to supply what IDL, in its sole discretion, considers enough or suitably skilled workers or supervision or materials in the quantities or quality required by the Subcontract or equipment satisfactory for the Work,
 - (iii) fails to supply a responsible, competent and properly trained supervisor on the site;
 - (iv) does not promptly pay its employees or its accounts as they become due;
 - (v) does not proceed in good faith to resolve claims regarding the Work;
 - (vi) fails to remove or cause to be removed, within 5 calendar days of being given notice to do so by IDL, any lien filed against the lands on which the Project is located or against the holdback, whether such liens are filed by itself or by any of its employees or Sub-Subcontractors or by anyone else claiming under or through the Subcontractor;
 - (vii) in the opinion of IDL, persistently or substantially breaches any provision of the Subcontract; or
 - (viii) in the opinion of IDL, fails to properly perform the Work.

19.2 If a Subcontractor Event of Default occurs, without prejudice to any other right or remedy it may have including under Section 19.1, IDL may proceed to avail itself of any or all of the following remedies upon one calendar day's written notice to the Subcontractor:

- (a) terminate the right of the Subcontractor to continue the Subcontract Work in whole or part; and
- (b) proceed to have all or part of the Subcontract Work done using alternative forces and deduct all costs of such work incurred by IDL including, without limitation, delay and impact costs, legal costs and any liquidated damages under the Prime Contract from monies due to the Subcontractor, provided that if such costs plus costs of any delays exceed the monies due to the Subcontractor the Subcontractor shall pay the difference to IDL upon request.

19.3 N/A

19.4 The exercise by IDL Projects of its rights under this ARTICLE 19 - TERMINATION shall be without prejudice to any other right or remedy which IDL Projects may have under the Subcontract or otherwise at law or in equity.

19.5 [N/A]

19.6 In the event of termination under Sections 19.1(a) or 19.7, or by the Subcontractor, the

Subcontractor's entitlement to payment shall be limited to the following:

- (a) the total of the amounts due to the Subcontractor in accordance with the terms and conditions of the Subcontract to the date of termination, including the milestones achieved in accordance with the Construction Schedule, for all Work properly completed by Subcontractor and for which Contractor has been paid in full by the Client;
- (b) the reasonable, substantiated and auditable actual costs of the Subcontractor's demobilization, to be evidenced by the Subcontractor; and
- (c) the reasonable, substantiated and auditable costs in respect of any Work or services which IDL Projects may specifically request (in writing) the Subcontractor to perform after the date of termination.

The above amounts shall be calculated in accordance with Section III – TERMS OF PAYMENT and the Subcontractor may invoice IDL Projects for these amounts and payment by IDL Projects shall be conditional upon the Subcontractor complying with the provisions of the Subcontract with respect to its termination, including immediately ceasing performance of the Work or such part thereof as may be specified in the notice, allowing IDL Projects or its nominee full right of access to the Worksite, removing all Construction Equipment and all temporary facilities, including offices and accommodation as instructed by IDL Projects, and delivering to IDL Projects or its nominee all specified turnover documentation as specified in the Subcontract. Under no circumstances shall IDL Projects be responsible to Subcontractor for payment of anticipated profits or overhead contributions on Work not performed, either at all or in accordance with the requirements of the Subcontract, nor for of any other Consequential Damages

19.7 Any right of the Subcontractor to (i) terminate the Subcontract, or (ii) file a lien pursuant to the Builder's Lien Act (British Columbia), for non-payment by IDL Projects of any undisputed amounts due and payable under the Subcontract shall only be exercised when all of following have occurred:

- (a) the aggregate of such undisputed amounts is more than the amount set forth in Appendix "A" to Section I – FORM OF SUBCONTRACT;
- (b) IDL Projects has failed to pay the Subcontractor such amounts for ninety (90) calendar days after receipt of payment for such Work by IDL from the Client and the Subcontractor has subsequently given written notice to IDL Projects expressly referring to this Section 19.7, requiring it to make good on such failure and remedy the same; and
- (c) payment has not been made by IDL Projects within thirty (30) calendar days after receipt of the Subcontractors written notice referred to in this Section 19.7.

For the avoidance of doubt, IDL Projects' rights to retain withhold or set-off payments under the Subcontract shall not constitute a failure to pay any undisputed amount due and payable under the Subcontract.

ARTICLE 20 - SUBCONTRACT PRICE TERMS OF PAYMENT

20.1 In consideration for the performance and completion of the Work, IDL Projects shall, subject to the provisions of the Subcontract, pay or cause to be paid to the Subcontractor the Subcontract Price at the times and in the manner specified in Section III – TERMS OF PAYMENT except as otherwise adjusted by a Change Order issued by IDL Projects. IDL Projects obligation to pay any amount in respect of Work, including any invoices, is subject to IDL Projects verifying, to its satisfaction, completion of the Work for such payment. The Subcontractor will continue to diligently perform Work as required by the Subcontract pending any such verification by IDL Projects.

- 20.2 No approval of any payment, nor the issuance of any certificate, nor any payment of the Subcontract Price, whether in installments or otherwise, nor the use or occupancy of all or any part of the Work by IDL Projects, nor any act of acceptance by IDL Projects nor any failure to do so, nor any correction of faulty or defective Work by IDL Projects, shall be construed as acceptance by IDL Projects of any Work performed or as acceptance of defective workmanship, equipment, materials or machinery.
- 20.3 Subcontractor acknowledges that the Subcontract Price shall be deemed to constitute full and complete compensation to the Subcontractor for performing the Work in accordance with the Subcontract and shall be deemed to include all things required to perform and complete the Work. No other amounts are or will be payable to the Subcontractor (subject only to a Change Order issued and approved by IDL Projects in accordance with the terms of the Subcontract.)
- 20.4 The Subcontract Price is fixed and not subject to fluctuation, escalation or revision throughout the duration of the Subcontract. The Subcontractor shall only be entitled to additional payment for Work pursuant to a Change Order issued by IDL Projects for new Work or to be reimbursed for costs incurred by the Subcontractor pursuant to Section 19.6. Unless otherwise provided for in Section III – TERMS OF PAYMENT, the Subcontractor shall not otherwise be entitled to any increase in the Subcontract Price on account of delay on the Project, fluctuations in cost or for any other reason whatsoever.
- 20.5 Subcontractor shall submit to IDL Projects an invoice within thirty (30) days after the end of such stages as are specified in Section III – TERMS OF PAYMENT.
- 20.6 Subcontractor shall not be entitled to receive any payment on any invoice received by IDL Projects after the time specified in Appendix “A” to Section I - FORM OF SUBCONTRACT as the latest time for receipt of invoices. Nevertheless, IDL Projects may, at its sole discretion, make payment against any such invoice.
- 20.7 IDL Projects shall pay any correct and adequately supported invoice within the payment terms specified in SECTION III - TERMS OF PAYMENT.
- (a) If IDL Projects disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, IDL Projects shall return a copy of the invoice to the Subcontractor advising the Subcontractor of the reasons and requesting the Subcontractor to issue a credit note for the unaccepted part or whole of the invoice as applicable. IDL Projects shall be obliged to pay only the undisputed part of a disputed invoice.
- (b) If any other dispute connected with the Subcontract exists between the Parties, IDL Projects may withhold from any money which becomes payable under the Subcontract the amount which is the subject of the dispute. IDL Projects shall be entitled to withhold monies due to the Subcontractor under any other contracts with IDL Projects as set off against disputes under the Subcontract, and it shall be entitled to withhold monies due under the Subcontract as set off against disputes under any other contract.
- (c) On settlement of any dispute, the Subcontractor shall submit an invoice for sums due and IDL Projects shall make the appropriate payment in accordance with the provisions of Section 20.7.

ARTICLE 21 - TAXES

- 21.1 Subcontractor shall, in accordance with the provision of ARTICLE 29 - COMPLIANCE WITH APPLICABLE LAWS, except as may otherwise be provided in Section III –TERMS OF PAYMENT, be responsible for:

- (a) the payment of all taxes, duties, levies, charges, surcharges, withholdings, deductions, statutory payments and contributions and any interest, fines or penalties thereon for which the Subcontractor is liable imposed by any Authorities in the country where the Work is performed or any other country, relating to or calculated by reference to the income, profits, assumed profits, capital gains, turnover, or the supply of goods and services arising directly or indirectly from the performance of the Work;
- (b) the payment of all taxes, withholdings, deductions, contributions and other types of levies in the nature of social security and insurance and unemployment and similar payments and any interest, fines or penalties thereon in respect of wages, salaries, commissions, allowances and all other remuneration or compensation paid directly or indirectly to the Subcontractor Personnel in the performance of the Work in the country where the Work is performed or any other country which is assessed or levied on the Subcontractor or is assumed by the Subcontractor;
- (c) the payment of all import/export customs, stamp and excise duties, taxes, levies and charges, including clearing and brokerage charges and any interest, fines and penalties thereon, assessed, charged or levied by any Governmental or competent authority in respect of the import or the export of materials and Construction Equipment and any other property of the Subcontractor or the Subcontractor Personal directly or indirectly related to the performance of the Work; and
- (d) ensuring that any Sub-Subcontract has terms and conditions whereby the Sub-Subcontractor assumes responsibilities similar to those contained in this ARTICLE 21 - TAXES.

21.2 In respect of amounts payable under this Subcontract:

- (a) to the extent that such payments are subject to value added tax, Goods and Services Tax, sales tax or a similar levy chargeable upon the supply of goods and services, the appropriate amount of such tax will be shown as a separate item on the invoice and shall be added to the Subcontract Price and IDL Projects shall pay such amount. IDL Projects shall not be responsible for any such taxes that relate to any purchases by the Subcontractor or the Sub-Subcontractors or its other suppliers. Where legally possible, the Subcontractor will apply a tax exemption, zero percent (0%) rate, or any other tax facility applicable to the relevant country. IDL Projects shall provide such documentation as the Subcontractor may reasonably request to assist the Subcontractor apply for any such tax exemption, zero percent (0%) rate, or any other tax facility. The Subcontractor will provide such documentation and such other evidence as is necessary for IDL Projects to claim any relevant credit for such taxes.
- (b) Subcontractor warrants that it is a registrant for Goods and Services Tax purposes under the *Excise Tax Act* (Canada). The Subcontractor's Canada Revenue Agency business number shall be notified to IDL Projects in writing by the Effective Date and set forth in any invoice issued to IDL Projects in respect of the Work.

21.3

- (a) Where, under the provisions of any Applicable Laws, IDL Projects is required to deduct or withhold any amount, whether as tax or howsoever called, IDL Projects shall deduct or withhold the specified amount or rate from any amount payable to the Subcontractor. IDL Projects shall pay over or deal with any amount so deducted or withheld in accordance with the provisions of the Applicable Laws providing for the deductions. Where IDL Projects makes any such deduction or withholding, IDL Projects shall provide the Subcontractor with official written receipts or other evidence in respect of such deduction or withholding. In the event that IDL Projects does not provide such receipt or evidence and the Subcontractor is required to pay such tax, IDL Projects shall reimburse the Subcontractor such amounts on demand.

- (b) Where the Subcontractor demonstrates that it is exempted from any statutory deductions, it shall inform IDL Projects and provide IDL Projects with a valid certificate of exemption or immunity from the relevant authority to support its case. IDL Projects may act on the information given at its discretion and shall not be liable to the Subcontractor or any other person or body in the event that IDL Projects applies the statutory deduction according to the relevant Applicable Laws.
- 21.4 Subcontractor shall be responsible for and shall save, indemnify, defend and hold harmless IDL Projects Inc. against all taxes, duties, levies, charges and contributions of the types referred to in this ARTICLE 21 - TAXES and any claims, demands, expenses (including legal costs), interest, penalties or fines incurred in connection with, for which the Subcontractor Group is liable in connection with the performance of the Work.
- 21.5 If IDL Projects Inc. is required to pay any taxes, duties, levies, charges, contributions of the types referred to in this Article 21 - TAXES and any claims, demands, expenses (including legal costs), interest, penalties or fines incurred in connection with, whether with respect to the Subcontractor, any Sub-Subcontractor or any other person employed or engaged by the Subcontractor or its Sub-Subcontractors in connection with the Work, IDL Projects may recover from the Subcontractor any such sums and all costs incurred in connection therewith.
- 21.6 To the extent permitted by Applicable Laws, Subcontractor shall make available to IDL Projects all concessions enjoyed by or available to Subcontractor in respect of customs and excise duties, taxes and charges, including clearing and brokerage charges, paid or payable for or in respect of import or export in respect of Materials and Construction Equipment.
- 21.7
- (a) If required by Applicable Laws, in the event the Subcontractor ceases to be a resident of Canada, IDL Projects may withhold amounts from payments due to the Subcontractor at the withholding rate specified by such Applicable Laws. The Subcontractor shall facilitate the withholding and payment of any withholding tax as requested by IDL Projects Inc. Without limiting the generality of the foregoing, if the Subcontractor is non-resident in Canada, IDL Projects is required by law to collect and remit to the Canada Revenue Agency a fifteen percent (15%) withholding tax in respect of services rendered in Canada by the Subcontractor to IDL Projects, unless such requirement is waived directly by the Canada Revenue Agency. If the Canada Revenue Agency provides such a waiver to the Subcontractor, the Subcontractor shall forward a copy of the same to IDL Projects for its records.
- (b) If Section 21.7(a) applies, to facilitate the appropriate level of withholding tax, the Subcontractor agrees to provide the following additional information on its invoices to IDL Projects:
- (i) the amount chargeable for services performed in Canada;
 - (ii) the amount chargeable for services performed outside Canada;
 - (iii) the cost of services provided by third parties (along with a copy of the relevant invoices, separately indicating the cost of services provided in Canada, the cost of services provided outside Canada and the amount of reimbursed expenses);
 - (iv) identification and rationale for any charge that is unrelated to the provisions of services;
 - (v) the information prescribed by the Input Tax Regulations under the *Excise Tax Act* (Canada) or any other information prescribed for a similar value added tax; and

- (vi) details of any expenses for which reimbursement is sought, including meals, hotel, airfare, travel and the like where the Subcontractor demonstrates that it is exempted from any statutory deductions it shall inform IDL Projects and provide IDL Projects with a valid certificate of exemption or immunity from the relevant authority to support its case. IDL Projects may act on the information given at its discretion and shall not be liable to the Subcontractor or any other person or body in the event that IDL Projects applies the statutory deduction according to the relevant laws, regulations or directives.

21.8 If any amount becomes payable pursuant to the Subcontract as a result of a breach, modification or termination of the Subcontract the amount payable shall be increased by any applicable GST remittable by the recipient in respect of that amount.

21.9 In this ARTICLE 21 - TAXES, the terms "tax" and "taxes" shall include Canadian federal, provincial and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, or any other taxes that the Subcontractor may be required to collect or pay on the transactions governed by the Subcontract.

ARTICLE 22 - AUDIT RIGHTS OF IDL PROJECTS

22.1

(a) During the course of the Subcontract, the Defects Correction Period and for a period ending two (2) years after expiry of the Defects Correction Period or after termination, as the case may be, IDL Projects or its duly authorized representative shall have the right to audit at all reasonable times the Subcontractor's records, books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to:

(i) all invoiced charges made by the Subcontractor to IDL Projects; and

(ii) any provision of this Subcontract under which the Subcontractor has obligations, the performance of which is capable of being verified by audit. In this respect IDL Projects shall not be entitled to investigate the make-up of rates and lump sums contained in the Subcontract except to the extent necessary for the proper evaluation of any Change Orders.

(b) IDL Projects or its duly authorized representative shall have the right at all reasonable times, upon request, to take copies of all of the Subcontractor's records, books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind, relating to this ARTICLE 22 - AUDIT RIGHTS OF CONTRACTOR.

(c) Findings resulting from audits mentioned under Section 22.1 (a)(i) and (a)(ii) will be retroactively settled between the Parties.

22.2 Subcontractor shall co-operate fully with IDL Projects and/or its representatives in the carrying out of any audit required by IDL Projects. IDL Projects will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Subcontractor.

22.3 Subcontractor shall obtain equivalent rights of audit to those specified above from all Sub-Subcontractor and employers of agency personnel, and will cause such rights to extend to IDL Projects.

ARTICLE 23 - OWNERSHIP AND TITLE

23.1

- (a) IDL Projects shall retain title to IDL Projects Provided Items and any IDL Projects provided information, including Technical Information.
- (b) All materials, equipment and supplies provided by or on behalf of the Subcontractor for incorporation into the Work shall become the property of IDL Projects upon delivery to the Worksite or payment by IDL Projects, whichever is the earlier. Responsibility for loss or damage to the Work shall remain with the Subcontractor until expiry of the Defects Correction Period.

23.2

- (a) Subcontractor warrants good title to all Work and materials, and warrants, undertakes and guarantees that title, when it passes to and vests in IDL Projects, as described in this ARTICLE 23 - OWNERSHIP AND TITLE, will be absolute, free of defects and free and clear of any and all liens, security interests, claims for payment, or any other encumbrances.
- (b) Subcontractor shall, at its expense, sign any document or do anything which may be required to vest the title required by Section 23.1 in IDL Projects.
- (c) Subcontractor shall indemnify IDL Projects, its successors and assigns against all defects in title to materials or the Work.

23.3

- (a) Title in any materials provided by or on behalf of the Subcontractor, other than any Intellectual Property Rights therein, which do not comply with the requirements of the Subcontract and which are rejected by IDL Projects, shall re-vest immediately in the Subcontractor.
- (b) Title in such items provided by the Subcontractor, which do comply with the requirements of the Subcontract and which have not been rejected by IDL Projects but for which no payment has been made by IDL Projects and which are no longer required for the purposes of the Subcontract, shall re-vest in the Subcontractor.
- (c) All property of IDL Projects property, including IDL Projects Provided Items, in the possession of the Subcontractor shall be suitably marked or clearly identified as the property of IDL Projects. As far as possible all such items shall be segregated from other property.

23.4 Nothing provided in this ARTICLE 23 - OWNERSHIP AND TITLE shall relieve the Subcontractor from its obligations under Article 26 and the Subcontractor shall have full responsibility for and authority over the care, custody and control of any part of the Work, whether completed or not, and any item of materials relating to the Work.

ARTICLE 24 - LIENS

24.1 The Subcontractor shall only file a lien or allow a lien to be filed on its behalf if it has first provided at least 5 working days' written notice to IDL.

24.2 The Subcontractor shall take all necessary steps to prevent the claiming of liens (including holdback liens), or the registration of claims of lien or certificates of pending litigation or both, by anyone else in the Subcontractor Group, or anyone claiming through or under them (individually and collectively referred to as "Derivative Liens"). In the event a Derivative Lien is filed or claimed, Subcontractor shall, within five (5) days and at its sole expense, discharge, obtain a release of, or vacate such Derivative Lien. If the Subcontractor fails or refuses to discharge, release or vacate said lien within that time frame, IDL Projects shall, at its option, be entitled to take all steps necessary to discharge,

release or vacate the Derivative Lien, including payment of the underlying claim giving rise thereto if necessary, and all costs and expenses incurred by IDL Projects in so doing (including legal costs) shall be for the account of, and paid by, the Subcontractor and shall be deemed to have been paid to Subcontractor hereunder as part of the Subcontract Price. To the extent costs incurred by IDL Projects exceed the balance of the Subcontract Price payable to the Subcontractor, the Subcontractor shall reimburse IDL Projects. Without limiting any of the foregoing, the Subcontractor shall indemnify and save IDL Projects harmless from and against any claims, costs, losses and damages IDL Projects may incur in connection with any such Derivative Lien, including without limitation amounts to be paid to the Client to reimburse it for its losses and costs. IDL Projects may withhold the whole or any part of any payment to Subcontractor in the amount the amount of the Derivative Lien plus 2x (two times) the amount IDL Projects reasonably deems necessary to protect it from loss as a result of claims filed or reasonable evidence indicating probable filing of claims, including lien claims or holdback liens, involving or arising out of Work.

ARTICLE 25 - INTELLECTUAL PROPERTY RIGHTS

- 25.1 Neither IDL Projects nor the Subcontractor shall have the right of use, other than for the purposes of the Work or as expressly permitted in this Subcontract, whether directly or indirectly, any information and know-how disclosed hereunder and pursuant to the provisions of the Subcontract and any Intellectual Property Rights provided by the other Party and any such Intellectual Property Rights shall remain with the Party contributing such, subject to the provisions of Section 25.2.
- 25.2 Subcontractor hereby grants, and shall ensure that its Sub-Subcontractors grant, to IDL Projects, the Client, the Client's customer, and all of their respective Affiliates (individually and collectively the "Licensees") the irrevocable, royalty-free right to use or have used by the Licensees and any third party for the provision of goods or services to the Licensees, any Intellectual Property Rights owned or licensed by the Subcontractor or any Sub-Subcontractor (as applicable), to the extent necessary or desirable for the Licensees to use for any purpose without restriction. The Subcontractor warrants that it is entitled to grant such rights to the Licensees.
- 25.3 Subcontractor shall release, indemnify, defend and hold harmless the Licensees from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of any alleged infringement of any third party's Intellectual Property Rights, out of or in connection with the performance of the obligations of the Subcontractor under the Subcontract, or use of the results by any of the Licensees, except where such infringement necessarily arises from the Technical Information and/or IDL Projects' instructions. The Subcontractor shall use its reasonable efforts to identify any infringement in the Technical Information and/or IDL Projects' instructions of any third party Intellectual Property Rights, and should the Subcontractor become aware of any such infringement or possible infringement, then the Subcontractor shall inform IDL Projects immediately. The Subcontractor will have no liability for any failure to identify any infringement in the Technical Information and/or IDL Projects' instructions.
- 25.4 Subcontractor shall release, indemnify, defend and hold harmless the Licensees from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature, suffered or incurred as a result of any claim or alleged claim that any member of the Licensees or any third party to the extent such party provides products and/or services to any member of the Licensees has infringed any third party Intellectual Property Rights where that claim or alleged claim arises out of, or is in connection with the use of any results of the Work by any Licensee or any nominee a Licensee.

ARTICLE 26 - LIABILITIES AND INDEMNITIES

- 26.1 The Subcontractor shall release, defend, indemnify and save harmless IDL Projects, the Client and its customer, and each of their respective directors, officers, personnel, agents, representatives and Affiliates from and against any and all suits, actions, legal or administrative proceedings, claims,

demands, damages, liabilities, interest, legal fees, costs, expenses, and losses of whatsoever kind or nature, arising out of or related to any act or omission of Subcontractor or anyone else in the Subcontractor Group, or any of their respective officers, agents, employees, servants, or anyone else for whom they are responsible at law, whether due to negligence, breach of this agreement, willful misconduct, or for any other reason or cause whatsoever irrespective of fault. Nothing in this Section 26.1 shall require the Subcontractor to indemnify an indemnified party in respect of claims arising from the willful misconduct of that indemnified party. This provision shall survive the suspension, completion or earlier termination of the Subcontract or Work or any portion thereof.

26.2 Exclusions or Limitations of Liability

- (a) Subject to this section, Subcontractor's total cumulative liability to IDL Projects arising out of or related to the performance of the Subcontract shall be limited to the percentage as specified in Appendix "A" to Section I - FORM OF SUBCONTRACT, of the estimated Subcontract Price at the effective date or, in the absence of such sum, the Subcontract Price.
- (b) Provided, however, that the above limitation shall not apply in order to limit the performance and completion of the Work in accordance with Article 3 (a) of Section I – FORM OF SUBCONTRACT and Section 4.1 of this Section II - CONDITIONS OF SUBCONTRACT nor shall it apply to any liabilities or obligations assumed by the Subcontractor under ARTICLE 13 - INSPECTION, TESTING AND PERFORMANCE TEST; ARTICLE 17 - FORCE MAJEURE; ARTICLE 19 - TERMINATION; ARTICLE 21 - TAXES; ARTICLE 23 - OWNERSHIP AND TITLE; ARTICLE 24 - LIENS; ARTICLE 25 - INTELLECTUAL PROPERTY RIGHTS; ARTICLE 26 - LIABILITIES AND INDEMNITIES; ARTICLE 27 - CONSEQUENTIAL LOSS; ARTICLE 28 - INSURANCE BY THE SUBCONTRACTOR; ARTICLE 29 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS; ARTICLE 30 - CONFIDENTIALITY; ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS; and ARTICLE 34 - HEALTH, SAFETY, SECURITY AND ENVIRONMENT.

ARTICLE 27 - CONSEQUENTIAL LOSS

27.1 WAIVER OF CONSEQUENTIAL LOSS

Notwithstanding any provisions to the contrary elsewhere in the Subcontract save for Sections 26.1 and 27.2, neither Party shall be liable to the other for Consequential Loss arising from or relating to the performance of the Subcontract.

- 27.2 Neither Party excludes or limits its liability for fraud or any other liability to the extent that the same may not be excluded or limited as a matter of law by or on behalf of such Party.

ARTICLE 28 - INSURANCE BY THE SUBCONTRACTOR

- 28.1 Subcontractor shall, at all times during the Subcontract and at its sole expense, carry valid insurance covering its operations hereunder, as more particularly described below and ensure that those insurances, including insurances provided by Sub-Subcontractors are in full force and effect throughout the duration of the Work. All such insurances shall be placed with reputable and substantial insurers, satisfactory to IDL Projects, and shall for all insurances other than Employers Liability Insurance/Workers' Compensation, to the extent of the liabilities and obligations of the Subcontractor under the Subcontract, include IDL Projects and the Client as additional insureds. To the maximum extent permitted by Applicable Laws, all insurances required under this ARTICLE 28 - INSURANCE BY THE SUBCONTRACTOR shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against IDL Projects and the Client in relation to the Subcontract to the extent of the liabilities and obligations of the Subcontractor under the Subcontract. The provisions of this Article 28 – INSURANCE BY THE SUBCONTRACTOR shall in no way limit the liability of the Subcontractor under the Subcontract. The Subcontractor shall

provide and maintain the insurance required by the Prime Contract and the following:

- (a) Workers' Compensation coverage as required by any Applicable Law;
 - (b) employers liability covering personal injury to or death of the employees of the Subcontractor, where such employees are not covered by Workers' Compensation or where Workers' Compensation is not the sole remedy of injured workers up to a minimum level of two million (\$2,000,000) dollars per event and unlimited as to the number of events;
 - (c) General Third Party Liability Insurance (including without limitation coverage for sudden and accidental pollution) for any incident or series of incidents covering the operations of the Subcontractor in the performance of this Subcontract, in an amount not less than Five million (\$5,000,000) dollars per event and unlimited as to the number of events;
 - (d) Third party and passenger liability Insurance as may be required by Applicable Laws or similar regulation in the countries of use for motor vehicles used by the Subcontractor in connection with the execution of the Work with a minimum indemnity limit of two million (\$2,000,000) dollars per event, unlimited as to the number of events;
 - (e) All-risks contractor's equipment insurance;
 - (f) Such further insurance as may be required by Applicable Laws;
 - (g) and such further insurances (if any) as required by IDL Projects or under the Prime Contract.
- 28.2 The Subcontractor shall cause each Sub-Subcontractor to carry insurance equivalent to the Subcontractor's insurance, at its own cost, during performance by such Sub-Subcontractor of any part of the Work. In addition, the Subcontractor shall ensure that its agency personnel shall be covered by Workers' Compensation Insurance, consistent with the requirements of Section 28.1(a).
- 28.3 Subcontractor shall notify IDL Projects of any cancellation or material change to the terms of any insurance within three (3) days of receipt of insurer's notification to that effect.
- 28.4 If the Subcontractor, at any time, neglects or refuses to provide any insurance required herein, or should any insurance be cancelled, IDL Projects shall have the right, but not the obligation, to procure such insurance. In such event, IDL Projects shall issue a Change Order in accordance with ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE, which shall be signed by the Subcontractor, and the Subcontract Price shall be reduced by an amount equal to IDL Projects' costs in procuring such insurance.
- 28.5 In relation to this Article 28:
- (a) Neither this ARTICLE 28 - INSURANCE BY THE SUBCONTRACTOR, nor any insurance and/or approval by IDL Projects of any insurer or terms of insurance proposed by the Subcontractor, shall relieve the Subcontractor from any obligation or liability under or arising in connection with the Subcontract or at law.
 - (b) All losses and damages for which the Subcontractor is liable and all deductibles on all insurances referred to in this ARTICLE 28 - INSURANCE BY SUBCONTRACTOR shall be for the Subcontractor's account.
 - (c) The provisions of this ARTICLE 28 - INSURANCE BY SUBCONTRACTOR shall apply to the maximum extent permitted by law.
 - (d) Nothing in this ARTICLE 28 - INSURANCE BY SUBCONTRACTOR shall apply or be

interpreted or construed to conflict or overrule mandatory Applicable Laws, which shall continue to apply to the Parties.

- (e) All of the insurance policies which the Subcontractor is required to arrange pursuant to this ARTICLE 28 - INSURANCE BY SUBCONTRACTOR shall be considered as primary insurance in relation to insurances arranged by IDL Projects without any right of contribution from any such IDL Projects arranged insurance policy.

ARTICLE 29 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- 29.1 Subcontractor shall comply with, and shall cause all other members of the Subcontractor Group to comply with, all Applicable Laws. Subcontractor shall promptly notify and update IDL Projects in writing of any material breaches of Applicable Laws related to the performance of this Subcontract.
- 29.2 Subject to ARTICLE 14 - CHANGE ORDER AND CHANGE DIRECTIVE, if changes in any Applicable Laws other than changes to Applicable Laws in connection with the payment of income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the Subcontractor is responsible pursuant to ARTICLE 21 - TAXES are made after the Effective Date which result in a material change in the direct cost to the Subcontractor of performing the Work or have a material impact on the critical path of the Work, the Subcontractor shall be entitled to a Change Order but any such Change Order shall so far as is practicable put the Subcontractor into the same economic position it would have been in had the change in Applicable Laws not taken place.
- 29.3 Subcontractor shall be liable to IDL Projects Inc. for, and shall defend, hold harmless and indemnify IDL Projects Inc. against, any fine or penalty or any documented costs or expenses including legal costs incurred by IDL Projects Inc. arising from a failure by the Subcontractor, any Sub-Subcontractor and any agency personnel to comply with its or their obligations under Section 29.1.

ARTICLE 30 - CONFIDENTIALITY

- 30.1 Subcontractor shall at no time without the prior agreement of IDL Projects either:
 - (a) make any publicity releases or announcements concerning the subject matter of this Subcontract; or
 - (b) except as may be necessary to enable the Subcontractor to perform its obligations under this Subcontract, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, peruse or copy any information, including drawings, data, and computer software which:
 - (i) is provided to the Subcontractor by or on behalf of IDL Projects, the Client, the Co- Ventures or its or their Affiliates in or in relation to the Subcontract; or
 - (ii) the intellectual property rights in and to which are vested in IDL Projects in accordance with the Subcontract.
- 30.2 The provisions of Section 30.1 shall not apply to information which:
 - (a) is or lawfully becomes part of the public domain; was in the possession of the Subcontractor prior to award of the Subcontract and which was not subject to any obligation of confidentiality owed to IDL Projects;
 - (b) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or

(c) is required to be disclosed in order to comply with the requirement of an Applicable Laws.

30.3 Subcontractor shall ensure that the provisions of this ARTICLE 30 - CONFIDENTIALITY are incorporated in any Sub-Subcontract and that the officers, employees and agents of the Subcontractor and of the Sub-Subcontractors comply with the same.

ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS

31.1 Compliance with Anti-Bribery Laws

(a) Subcontractor represents and warrants that, in connection with this Subcontract and the Work:

(i) it is knowledgeable about Anti-Bribery Laws, applicable to the performance of this Subcontract, and shall comply with all such Anti-Bribery Laws; and

(ii) neither it nor any other member of the Subcontractor Group have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) compromise a facilitation payment; and/or (ii) violate the Anti-Bribery Laws.

(b) Subcontractor undertakes to immediately notify IDL Projects if, in connection with this Subcontract or the Work hereunder, it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in Section (a)(ii).

31.2 IDL Projects confirms that its appointment of the Subcontractor was expressly made on the basis that Applicable Laws would not be violated. The Subcontractor acknowledges that the contents of this Subcontract may be disclosed by IDL Projects to third parties for the purpose of demonstrating compliance with this ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS.

31.3 Subcontractor represents and warrants that neither it nor any other member of the Subcontractor Group is a Government Official or other person who could assert illegal influence on behalf of IDL Projects or its Affiliates.

31.4 Subcontractor shall indemnify, defend and hold harmless IDL Projects Inc. and its Affiliates from and against, any and all losses, damages, claims, expenses including legal costs, fines and penalties incurred by IDL Projects Inc. arising out of the Subcontractor's representations in this ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS being untrue or arising out of the Subcontractors breach of any of its warranties and undertakings.

31.5 Failure to comply with any obligation under this ARTICLE 31 - BUSINESS ETHICS ANTI-BRIBERY LAWS AND TRADE CONTROLS will be regarded as due cause for IDL Projects giving notice to terminate all or part of the Work in accordance with Section 19.1(b) or 19.1(c) as applicable.

31.6 Trade Controls

(a) Subcontractor acknowledges that it is familiar with and will ensure that other members of the Subcontractor Group will comply with all applicable Trade Control Laws. The Subcontractor will provide IDL Projects, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any export controlled goods, software or technology

as well as Harmonized System Codes for any items provided pursuant to the Subcontract.

- (b) Unless otherwise agreed with IDL Projects, the Subcontractor shall be responsible for obtaining all necessary import and export licenses and/or any other customs license as required by Applicable Laws for any goods, software or technology provided by or on behalf of Subcontractor pursuant to the Subcontract. Where such licenses or authorizations are obtained, Subcontractor shall provide IDL Projects with written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology.
- (c) Subcontractor shall indemnify, defend and hold harmless IDL Projects Inc. from and against any and all losses, damages, costs including legal fees claims, expenses, fines and penalties incurred or suffered as a result of Subcontractors or Subcontractor Groups non-compliance with Trade Control Laws or Section 5.6.
- (d) Subcontractor will ensure that all members of the Subcontractor Group comply with the requirements of this Section 31.6.
- (e) Notwithstanding the provisions of ARTICLE 22 - AUDIT RIGHTS OF IDL PROJECTS, the following shall apply:
 - (i) Subcontractor and all other members of the Subcontractor Group shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws and Trade Control Laws, including procedures to ensure that all transactions in connection with the Work are accurately recorded and reported in its books and records to truly reflect the activities to which they pertain, such as the purpose of each transaction and to whom it was made or from whom it was received.
 - (ii) Subcontractor shall maintain, either physical, electronic copies of all records and information related to the Subcontract, which may include the records and information relating to any arrangement in which the Subcontractor is, or may be from time to time party to, including a partnership agreement, joint venture agreement, joint operating agreement or other similar such agreement or arrangement whether written or oral in which the Subcontractor has entered into in respect of the Work and/or any Work statement in connection therein for a period of five years after the Subcontracts end date. Such records and information shall include, at a minimum, all invoices for payment submitted by the Subcontractor to IDL Projects along with complete supporting documentation. The Subcontractor shall ensure that all other members of the Subcontractor Group comply with the requirements of this Section 31.6.
 - (iii) IDL Projects shall have the right to audit all records, information, rates and costs and expenses related to the Subcontract in order to ensure compliance with Anti-Bribery Laws at any time during and within the period of five years after the Subcontracts end date. IDL Projects or any person authorized by IDL Projects may have access at all reasonable times to any place where the records are being maintained and the Subcontractor shall afford every reasonable facility for this right of access. IDL Projects shall have the right to reproduce and retain copies of any of the aforementioned records or information. The Subcontractor shall implement all agreed recommendations arising from audits within a reasonable time schedule, mutually agreed to with IDL Projects.
 - (iv) Upon IDL Projects' request, the Subcontractor will, as soon as reasonably practical, provide IDL Projects with all records relating to the Subcontract and/or any Work statement in connection therein including records related to compliance with Anti-

Bribery Laws which are created or kept by any other member of the Subcontractor Group.

ARTICLE 32 - GENERAL LEGAL PROVISIONS

- 32.1 None of the terms and conditions of the Subcontract shall be considered to be waived by either IDL Projects or the Subcontractor unless a waiver is given in writing, signed by a duly authorized representative of the waiving Party. No failure on the part of either Party to enforce any of the terms and conditions of the Subcontract shall constitute a waiver of such terms and conditions and no waiver shall limit or affect the waiving Party's rights with respect to any other future breach.
- 32.2 **Retention of Rights.** The Subcontractor shall not be relieved from any liability or obligation under the Subcontract by any review, approval, authorization, acknowledgement or the like, by IDL Projects or the Client.
- 32.3 **Independence of the Subcontractor.** The Subcontractor shall act as an independent contractor with respect to the Work and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by IDL Projects and as set out under the Subcontract. No Subcontractor Personnel or other member of the Subcontractor Group shall be considered to be the employee, agent or representative of IDL Projects or that of its Affiliates.
- 32.4 **Governing Law.** The Subcontract and any dispute or claim arising out of it or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable therein, excluding those conflict of law rules and choice of law principles which would deem otherwise.
- 32.5 **Notices**
- (a) All instructions, notifications, agreements, authorizations, approvals, communications and acknowledgements hereinafter for purposes of this Section 32.5 each a "Notice" in respect of the Subcontract shall be given in writing and delivered by hand, by facsimile or by first class post to the relevant address specified in Appendix "A" to Section I - FORM OF SUBCONTRACT, or by signed document, attached to an e-mail as a PDF file, and copied to such other office or offices of a Party as shall from time to time be nominated by such in writing to the other.
 - (b) Any such Notice shall be effective:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by facsimile, on the first Working day at the recipient address following the date of sending, where there is confirmation of uninterrupted transmission by a transmission report;
 - (iii) if sent by first class post, three (3) days after the time of posting;
 - (iv) if sent as a PDF file attached to an email, at the time of dispatch provided no indication of failure of receipt is communicated to the sender during the attempted transmission.
 - (c) Any information provided orally or by email (except as provided in 32.5(b) above) shall not be a Notice under the Subcontract, unless it is confirmed in writing in accordance with Section 32.5 (a) within seven (7) days, and it shall have effect upon receipt of such written confirmation as per Section 32.5(b).

- 32.6 **Mitigation of Loss.** Both IDL Projects and the Subcontractor shall take all reasonable steps to mitigate any loss resulting from any breach of Subcontract by the other Party.
- 32.7 **Invalidity and Severability.** If any provision of this Subcontract shall be found by any court, arbitrator or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Subcontract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. IDL Projects and the Subcontractor hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision, which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 32.8 **Entire Agreement.** The Subcontract sets forth the entire agreement and understanding between the Parties with respect to the subject matter thereof. The Subcontract supersedes all oral and written agreements and understandings between them relating thereto, unless the contrary is expressly stated in the Subcontract.
- 32.9 **Survival.** The provisions of the Subcontract which by their nature are intended to survive the termination, completion or expiration of the Subcontract, including any indemnities and expressed limitations of, exclusions or releases from liability, tax provisions, audit rights, record keeping obligations, governing law and dispute resolution provisions, Intellectual Property Rights, trade control and confidentiality obligations, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, completion or expiration.
- 32.10 **Counterpart Signature.** The Subcontract may be signed in any number of counterparts, all of which shall constitute a single agreement and each counterpart shall represent a fully signed original as if signed by both Parties.
- 32.11 **Amendments.** No change, amendment or modification of the Subcontract shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing, duly signed by both Parties and specifically referencing the Subcontract as being changed, amended or modified.
- 32.12 **Successors and Assigns.** The Subcontract shall be binding upon and shall enure to the benefit of the Parties and their lawful successors and permitted assigns.
- 32.13 **Other Actions.** The Subcontractor and IDL Projects agree to provide such information, sign, and deliver such instruments and documents, and take such other actions as may be necessary or reasonably requested by the other Party, that are not inconsistent with the provisions of the Subcontract, and that do not involve the assumption of material obligations other than those provided for in the Subcontract, in order to give full effect to the Subcontract and to carry out the intent.
- 32.14 **Personal Data Protection.** The Subcontractor may be required to process Personal Data on behalf of IDL Projects or the Work may involve disclosure of Personal Data to the Subcontractor. In the event that the Subcontractor is required to process Personal Data, or if Personal Data is disclosed to the Subcontractor in connection with the Work, the Subcontractor will enter into IDL Projects' standard form of data processing agreement.

ARTICLE 33 - RESOLUTION OF DISPUTES

- 33.1 **Dispute.** The Parties will resolve Disputes in accordance with this ARTICLE 33 - RESOLUTION OF DISPUTES provided that this ARTICLE 33 - RESOLUTION OF DISPUTES will not prejudice any other express rights or remedies in the event of a Dispute. The Party raising a Dispute will be referred to as the "Claimant" and the Party receiving or responding to the Dispute will be referred to as the "Respondent".
- 33.2 **Process.** In the event of a Dispute, the Claimant may refer the Dispute to resolution in accordance

with this ARTICLE 33 - RESOLUTION OF DISPUTES by issuing a notice of the Dispute (the "Dispute Notice") to the Respondent no later than five (5) days after it observes, or becomes aware, of conditions that could result in a Dispute. The Parties agree to the following:

- (a) *Initial Meeting.* Following receipt of the Dispute Notice, the Parties will promptly meet to discuss the Dispute and use reasonable efforts to resolve the Dispute.
- (b) *Letter of Claim.* The Claimant will promptly, and within thirty (30) days of a request from the Respondent, send to the Respondent a "letter of claim" which will contain the following information:
 - (i) a clear summary of the facts on which the Dispute is based;
 - (ii) the principal contractual terms and statutory provisions relied on;
 - (iii) the nature of the relief claimed; if damages are claimed, a breakdown showing how the damages have been quantified; if a liquidated sum is claimed, how it has been calculated; if an extension of time is claimed, the period claimed and the basis for it;
 - (iv) where a Dispute has been raised or made previously and rejected by Respondent, and the Claimant is able to identify the reason(s) for such rejection, such reasons; and
 - (v) names of any experts already instructed by the Claimant on whose evidence the Claimant intends to rely, identifying the issues to which that evidence will be directed.
- (c) *Letter of Reply.* Within a reasonable time having regard to the complexity of the letter of claim but within sixty (60) days following receipt by the Respondent of the letter of claim, the Respondent will send a "letter of reply" to the Claimant, addressing, in similar detail, each of the points raised by the Claimant.
- (d) *Discussions/ADR.* Following receipt by the Claimant of the letter of reply, the Parties will promptly meet to discuss, in good faith, whether there is any alternative dispute process that can be applied to try to resolve the Dispute, without recourse to the procedures referred to in Section 33.3. If an alternative method of resolution other than those procedures referred to in Section 33.3 is agreed to by the Parties, the Parties will use reasonable efforts to resolve the Dispute pursuant to such alternative.
- (e) *Mediation / Arbitration:* The Subcontractor agrees to proceed with mediation or binding arbitration if requested by IDL Projects. The rules for such mediation or arbitration shall be the CCDC 40 – Rules for Mediation and Arbitration of Construction Disputes except that any arbitration will be before a single arbitrator only. The Subcontractor and IDL will share the initial costs of any mediation or arbitration equally, with the final allocation subject to any decision of the arbitrator to the contrary.
- (f) *Litigation:* In the event IDL Projects does not require the Dispute to be resolved by arbitration, then the Dispute shall be resolved by the Courts of the Province of British Columbia in accordance with its rules of practice and procedure.

33.3 **Exclusive Jurisdiction.** Any Dispute shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada and all courts having jurisdiction to hear appeals from the BC courts. The Subcontractor agrees in advance to any consolidation or joinder of mediation, arbitration or court proceedings in respect of related disputes in connection with the Work that may be requested by IDL Projects. Nothing in this section shall be interpreted as limiting or otherwise affecting IDL

Project's ability to select mediation or arbitration or both as the means to resolve a Dispute.

ARTICLE 34 - HEALTH, SAFETY, SECURITY AND ENVIRONMENT

- 34.1 IDL Projects places prime importance on health, safety, security and environmental issues and requires that the Subcontractor Group subscribes to and actively pursues the highest standards of HSSE performance. The Subcontractor confirms that it has, and each member of the Subcontractor Group has, a written policy as to HSSE matters, which are actively supported by their respective management.
- 34.2 Subcontractor shall take full responsibility for the adequacy, stability and safety of all of the Subcontractor Group operations and methods necessary for the performance of the Work and shall cause all members of the Subcontractor Group adhere strictly to the provisions of Section VI – HEALTH, SAFETY, SECURITY AND ENVIRONMENT. At no cost to IDL Projects, the Subcontractor shall collaborate with IDL Projects in establishing HSSE interface arrangements and the production of an HSSE interface document.
- 34.3 Subcontractor shall co-operate with IDL Projects in providing an appropriate response to any emergency occurring at the Worksite and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
- 34.4 Failure to meet the requirements of Section VI – HEALTH, SAFETY, SECURITY AND ENVIRONMENT or to satisfy IDL Projects' reasonable requirements with regard to the control of HSSE risks in any respect will be regarded as due cause for IDL Projects giving notice to terminate all or any part of the Work or the Subcontract in accordance with Section 19.1(c).
- 34.5 Any investigations of incidents, accidents, near misses, occurrences of property damage or other such events will be completed as required per WSBC requirements and per the IDL Projects Safety Manual, or as deemed necessary by the IDL Safety Department. Should the incident, near miss, occurrence of property damage or other such event be caused by the Subcontractor or any member of the Subcontractor Group, IDL Projects, acting reasonably, may withhold payments from the Subcontractor to such extent as may be considered necessary by IDL Projects to cover IDL Projects' costs incurred as a result of the investigation. IDL Projects will then reduce the amount owing to the Subcontractor by such an amount, such payments being on account of the Subcontract Price.

ATTACHMENTS

SECTION III
TERMS OF PAYMENT

Section III: Terms of Payment

The Subcontract Price, being the total amount to be paid to the Subcontractor for the performance of the Work, is **based on Description described in the breakdown below**, in Canadian Funds exclusive of GST but inclusive of all other federal, provincial, territorial and municipal taxes of any kind. The Subcontract Price is broken down as follows:

• Breakdown 1	\$ x.xx
• Breakdown 2	\$ x.xx
• Total	\$ x,xxx.00 + GST
•	

The value of Work completed shall be invoiced by the Subcontractor and paid for by IDL as follows:

1. The Subcontractor shall submit invoices (“Progress Draws”) to IDL in duplicate prior to the 25th day of the month for Subcontract Work completed during that month; the Subcontractor shall invoice for any extra work separately and show authority for such extra work by reference to a Change Order number; **NO AMOUNTS IN RESPECT OF EXTRA OR CHANGED WORK WILL BE PAYABLE OR PAID WITHOUT AN AUTHORIZED CHANGE ORDER.**
2. The Subcontractor, with the second and all subsequent Progress Draws, and as a condition precedent to receiving payment of those Progress Draws, shall submit to IDL: (i) a properly completed and executed statutory declaration in the form of CCDC 9B-2001 referencing the Progress Draw and stating that all labour, equipment, and materials for the subject Subcontract Work have been paid for in full up to and including the last Progress Draw received from IDL; (ii) confirmation that no liens have been filed against the Project, property or holdback; and (iii) a clearance letter from WCB confirming its account is in good standing.
3. Payment of the Progress Draw is subject to the approval of the Client (or the identified payment certifier) and IDL. The amount approved for payment may be less than that identified in the Progress Draw. Provided that IDL has first received funds from the Client for the Work that is the subject of that Progress Draw, IDL shall pay the Subcontractor for the amounts approved, less a 10% lien holdback or other amount specified in the Prime Contract, on the later of 30 days following the last day of the month in which the Progress Draw is received by IDL or 7 days after IDL has received payment from the Client in respect of the Work reflected in the Progress Draw. ***The Subcontractor agrees that it is a condition precedent to payment of any Progress Draw that IDL has first received funds from the Client for the Work described in that Progress Draw.***
4. IDL (or the identified payment certifier) shall measure and certify any unit price Work being claimed under a Progress Draw. Upon substantial completion of the Work, the Subcontractor shall be bound by final quantities as they are determined and adjusted by IDL and the Client (or identified payment certifier) in accordance with the Prime Contract Conditions.
5. The lien holdback shall be paid to the Subcontractor in accordance with the Builders Lien Act. IDL may withhold payment from any Progress Draw or lien holdback for unpaid claims or accounts of the Subcontractor and may pay such amounts into court or otherwise use such amounts to remove liens or otherwise resolve any unpaid claims or accounts of the Subcontractor.
6. IDL may withhold a deficiency holdback, in addition to the lien holdback, in an amount determined by IDL and then multiplied by two, of incomplete or deficient Work and may deduct from any payment then owing to the Subcontractor all costs incurred in completing and correcting such incomplete or deficient Work.

7. Prior to the release of the lien holdback, the Subcontractor shall provide to IDL: (i) a properly executed Statutory Declaration stating that all labour, equipment, and materials for the subject Work have been paid for in full and that no liens have been filed against the Project or property or any holdbacks; (ii) a Waiver of Lien in a form acceptable to IDL; (iii) a clearance letter from WCB confirming that the Subcontractor's account is in good standing; and (iv) all warranties and maintenance manuals specified for the Work. In addition, if requested by IDL, the Subcontractor shall provide to IDL Statutory Declarations, in a form acceptable to IDL, from members of the Subcontractor Group identified by IDL confirming that each has been paid in full.
8. The Subcontractor shall provide to IDL, prior to commencement of any Work, a list of all suppliers and subtrades the Subcontractor intends to use on the project and shall provide IDL with the name of any proposed change in suppliers or subtrades for prior approval by IDL. The Subcontractor shall provide an updated list to IDL immediately after the proposed change to such suppliers and subtrades is approved by IDL.
9. The Subcontractor agrees that IDL is under no obligation to pay neither any Progress Draw, nor any other amount to the Subcontractor, unless and until IDL is in receipt of any bonds required, evidence of insurance, the Subcontractor's health and safety program if requested, and an updated construction schedule as required under Article 4.

SECTION IV

SCOPE OF WORK

Appendix IV: Scope of Work

UNBC – Residence I Renovation – 3333 University Way, Prince George BC

RE: TRADE PACKAGE #1 – Name Of Trade Package

ARTICLE 35 - TRADE CONTRACTOR SCOPE

A. General Scope Items:

1. Furnish all labor, material and equipment to complete all work as described in and shown on the contract documents. This tender includes work that is shown, and which can be reasonably anticipated to be included. No exclusion from limitations in plans and specifications shall be reason for omitting the appurtenances or accessories necessary to complete this work. No Change Orders shall be issued to Subcontractor unless the scope of work shown on the contract documents is revised.
2. This Subcontractor acknowledges this project will require coordination in a style similar to a design build project. Design meetings may be required. Costs associated with coordinating details between IDL Projects Inc, the consultants and other trades are included.
3. This Subcontractor has accounted for detailing around conditions not shown specifically in the contract drawings which may be reasonably determined from a site visit.
4. This Subcontractor shall be responsible for the prompt replacement and reinstatement of all railings, hoarding or temporary barriers that have been removed, or partially dismantled, by this Subcontractor to facilitate access to areas of work (if applicable)
5. All Subcontractor employees will attend IDL Projects Inc. Site Safety Indoctrination – approximately 6 hours – and comply with IDL Projects Inc. Health and Safety program. Subcontractors must give 2 weeks' notice of when their employees will be arriving on site. All Subcontractors must sign and agree to the Subcontractor Safety Policy prior to start of any work.
6. PPE requirements shall be to IDL Projects Safety Manual and shall include at all times long sleeve shirts, long pants, safety glasses, high visibility vests, hardhats and steel toes boots. Additional PPE will be required depending on the work being done.
7. Included in the IDL Safety Manual, this Subcontractor must complete IDL Project's Take-5 Cards for all construction tasks completed. Daily tool-box talks must be completed by this Subcontractor. Subcontractors shall take part in IDL Projects daily stretching program prior to working.
8. Continual clean up and removal of this Subcontractor's debris leaving all work areas "broom clean". In addition to cleanup of this Subcontractor's own debris, this Subcontractor shall provide IDL Projects with a worker for a duration equivalent to 2.5% of the total site hours worked by the Subcontractor that week for general housekeeping and site cleanup. Failure to do so will result in charges against this Subcontractor's account.
9. All deliveries of materials and on site storage must be coordinated with the IDL Projects site superintendent. Reasonable lead times must be provided prior to any deliveries.

10. There will be no crane or man hoist on this project. This Subcontractor has included an allowance for all hoisting, unloading, lifting and moving of materials on site. Should the Subcontractor require IDL Projects for hoisting, unloading, forklifting etc... the Subcontractor will be back charged for IDL Projects time and equipment.
11. This Subcontractor shall supply, install and remove all required scaffold, man lifts, work platforms, etc... to complete this scope of work. Should this Subcontractor's scaffolding, man lift, etc... not be in use by this Subcontractor and is required by another trade this Subcontractor will accommodate if all safety considerations are met.
12. Subcontractors shall not be permitted to place signage on perimeter fencing unless given permission by IDL Projects.
13. Subcontractor to supply labour and equipment to clean up and remove all garbage, debris and materials to bins provided by IDL Projects. IDL Projects may require materials to be sorted into LEED disposal categories; this sorting is included in the Subcontractors scope of work.
14. Subcontractor to supply a competent Site Foreman and Project Manager for the entire duration of this scope of work to IDL's satisfaction.
15. All products shall be domestically sourced. Any off-shore products must be identified and have IDL approval prior to tender award.
16. Protection of own works during install and prompt replacement of any broken or defective product is included.

B. Project Schedule:

1. Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. Prior to the first Progress Draw, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.
2. Subcontractors will be responsible to monitor the progress of the work and ensure their crews are on site when required. It is the Subcontractor's responsibility to keep in communication with IDL Projects Inc.'s Superintendent to schedule themselves for their work when IDL Projects requires them to be on site.
3. Shop drawings shall be completed in a timely manner as necessary to accommodate project schedule.
4. All costs associated with working non-standard hours to accommodate the IDL project schedule are included. No increase in price will be accepted by IDL Project for acceleration to meet the schedule.
5. Provide all manpower to achieve schedule. This may require several crews working at a time.

6. Scope is scheduled for the April to August 2016.

C. Specific Inclusions:

SECTION V
**PROJECT HEALTH SAFETY SECURITY AND
ENVIRONMENTAL PLANS**

SECTION V: PROJECT HEALTH SAFETY SECURITY AND ENVIRONMENTAL PLANS

To: Sub Contractor,

Please be advised that the following requirements must be fulfilled prior to starting work:

1. Supply IDL Projects Inc. with a WCB compliance letter.
2. Supply IDL Projects Inc. with proof of General Liability Insurance.
3. Read, sign and return IDL Projects Inc.'s "Sub-Contractor Safety Policy".
4. Complete IDL Projects Inc.'s "Sub-Contractor Compliance Plan" form.
5. Supply IDL Projects Inc., in writing, with the name of your site Supervisor/Foreman or person designated to supervise your workers.
6. Supply IDL Projects Inc. in writing, with the name of the designated qualified person responsible for your site health and safety activities.
7. Attend IDL Projects Inc.'s site health and safety orientation.
8. Discuss site safety coordination, including plans to provide your workers with access to first aid, with IDL Projects Inc. Site Supervisor or designate.
9. Review the site "Emergency Response Plan" with IDL Projects Inc. Site Supervisor or designate.
10. Supply IDL Projects Inc. with a copy of your OH&S Manual.

In addition to the above, once the project has started you will be required to:

1. Submit regularly to IDL Projects Inc. Site Supervisor or designate copies of your safety meeting records or daily toolbox talk minutes.
2. Promptly report to IDL Projects Inc. Site Supervisor or designate all incidents and near misses.
3. Submit to IDL Projects Inc. Site Supervisor or designate copies of incident investigation reports.
4. Submit to IDL Projects Inc. Site Supervisor or designate copies of your worksite inspections.
5. Weekly HSE report provided by IDL Projects form IDL-SAF-P33F3
6. Notify IDL Projects Inc. Site Supervisor or designate, in advance, of any undertaking likely to create a hazard for another sub-contractor.

Compliance with these requirements is mandatory. Failure to comply will result in payment of invoices being withheld until compliance has been achieved.

Working together,

Bill Hunter

Safety Manager, IDL Projects Inc.

Subcontractor Policy Form

It is the policy of IDL Projects Inc. that every employee of every contractor and subcontractor is entitled to work under the safest possible conditions in the construction industry. To this end, every reasonable effort will be made in the interest of accident prevention, safety and health preservation, ensuring of safe tools-equipment and working conditions.

IDL Projects HSE System will be adhered to and any non-conformance with IDL's safety policy and procedures will result in monetary fines and employees whom choose to not conform to IDL Projects Inc. policies will be removed from site.

It is the duty of each and every Subcontractor to cooperate with IDL Projects Inc. Project Managers and Supervisors in this regard, and provides a safe work environment, safe working equipment and the necessary personal protection equipment (PPE) to their employees.

Each subcontractor has a legal and a moral duty to their employees and workers to provide a safe and healthy workplace. They are obliged, under the conditions of their contract with IDL Projects Inc. and by the Worksafe BC Act / Regulations to provide safe work environments and conditions.

IDL Projects Inc. will strictly enforce safety regulations on all their projects

IDL Management Representative
IDL Projects Inc.

Date

To be executed by Contractor/Subcontractor:

I recognize and agree with the above policy, and I will personally endeavor to ensure that the employees of this company will comply: **I understand I must submit a copy of my WCB coverage, Liability Insurance Coverage, and sign – date and complete this agreement**

Company Name	_____	Company Representative	_____
Address	_____	Position	_____
City	_____	Date	_____
Province	_____	Phone #	_____
Signature	_____		

The safety information in this policy does not take precedence over Workers Compensation Act or Regulations or other O. H. & S. Regulations. All subcontractor employees must be familiar



SECTION VI

TECHNICAL INFORMATION

SECTION VI: Technical Information

The Subcontractor acknowledges receipt of a copy of the General Conditions and any Supplementary Conditions forming part of the Prime Contract ("Prime Contract Conditions") between IDL Projects Inc. ("IDL") and the Client, excluding any commercial terms that IDL Projects wishes to keep confidential. The Subcontractor shall comply with the Prime Contract Conditions of general application and of particular application to the Work, material and services to be provided by the Subcontractor. The Subcontractor shall perform and complete the Work in a manner that will not cause IDL to be in breach of, or default under, the Prime Contract Conditions. This Subcontract shall be subject to, and the Work shall be performed or supplied in accordance with and subject to the terms and conditions set out herein and in accordance with the Prime Contract Conditions, Drawings, Specifications, Addenda, Appendices, General Conditions, and Supplementary General Conditions, issued by or on behalf of the Client or IDL including all instruments supplemental or ancillary thereto or amendments thereof (collectively, the "Prime Contract Documents") whether or not attached to this Subcontract. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO REVIEW AND SATISFY ITSELF OF THE CONTENTS OF THE PRIME CONTRACT DOCUMENTS WHICH ARE AVAILABLE AT IDL'S OFFICE. The Subcontractor represents and agrees that it has examined all of the Prime Contract Documents prior to the execution of this Subcontract and that it shall have no claim for a change in the Work, nor any other claim, arising from its failure to have done so.

Technical Information includes the following:

		Architectural Drawings	
A0.00	Jan 18,2016	Issued For Tender	8
A0.01	Jan 18,2016	Issued For Tender	9
A0.02	Jan 18,2016	Issued For Tender	1
A0.03	Jan 18,2016	Issued For Tender	1
A2.01	Jan 18,2016	Issued For Tender	8
A2.02	Jan 18,2016	Issued For Tender	8
A2.03	Jan 18,2016	Issued For Tender	8
A2.04	Jan 18,2016	Issued For Tender	7
A2.11	Jan 18,2016	Issued For Tender	8
A2.12	Jan 18,2016	Issued For Tender	8
A2.13	Jan 18,2016	Issued For Tender	8
A2.14	Jan 18,2016	Issued For Tender	7
A3.00	Jan 18,2016	Issued For Tender	8
A3.10	Jan 18,2016	Issued For Tender	9
A4.00	Jan 18,2016	Issued For Tender	8
A5.10	Jan 18,2016	Issued For Tender	9
A5.40	Jan 18,2016	Issued For Tender	9
A5.41	Jan 18,2016	Issued For Tender	9
A5.42	Jan 18,2016	Issued For Tender	9
A5.50	Jan 18,2016	Issued For Tender	9

A7.00	Jan 18,2016	Issued For Tender	9
A7.10	Jan 18,2016	Issued For Tender	9

Mechanical Drawings			
M1.0	Jan 18,2016	Issued For Tender	1
M2.0	Jan 18,2016	Issued For Tender	1
M3.0	Jan 18,2016	Issued For Tender	1
M3.1	Jan 18,2016	Issued For Tender	1
M3.2	Jan 18,2016	Issued For Tender	1
M3.3	Jan 18,2016	Issued For Tender	1
M3.4	Jan 18,2016	Issued For Tender	1
M4.0	Jan 18,2016	Issued For Tender	1
M4.1	Jan 18,2016	Issued For Tender	1
M4.2	Jan 18,2016	Issued For Tender	1
M4.3	Jan 18,2016	Issued For Tender	1
M4.4	Jan 18,2016	Issued For Tender	1
M5.0	Jan 18,2016	Issued For Tender	1
M5.1	Jan 18,2016	Issued For Tender	1
Electrical Drawings			
E2.01	Jan 18,2016	Issued For Tender	10
E2.02	Jan 18,2016	Issued For Tender	10
E2.03	Jan 18,2016	Issued For Tender	10
E2.04	Jan 18,2016	Issued For Tender	10
E2.05	Jan 18,2016	Issued For Tender	10
E2.06	Jan 18,2016	Issued For Tender	10
E3.01	Jan 18,2016	Issued For Tender	10

SECTION X

CHANGE ORDER PROCEDURE

SECTION X: Change Order Procedure

No changes in, or additions to, or deletions from the Subcontract Work shall be undertaken or commenced by the Subcontractor without approval by the Client, if required, and a written Change Order issued by IDL. The Subcontractor shall forthwith carry out all work identified in that Change Order. IDL and the Subcontractor shall negotiate the compensation for the change in the Subcontract Work and, failing agreement, IDL shall determine any increase or decrease in the compensation resulting from such changes based on actual and substantiated costs of the Subcontractor. Mark-ups for overhead and profit on the compensation shall be calculated on the lesser of: any percentages for Subcontract Work identified in the Prime Contract; the percentage paid to IDL by the Client; and, 10%. If the Subcontractor carries out any changes in the Subcontract Work without a Change Order or Change Directive signed by IDL, the Subcontractor shall not be entitled to any financial compensation or adjustment to the Construction Schedule or time to carry out the work whatsoever in respect of that changed work.

SECTION XI

CONSTRUCTION SCHEDULE

Section X1 – Schedule

Time is of the essence of the Subcontract. The Work is to be performed or supplied in accordance with the schedule provided to the Subcontractor by IDL as it may be amended from time to time by IDL or, if no schedule is provided, in accordance with the dates specified in the scope of work. IDL, at its sole discretion, may make adjustments to the schedule or specified dates without additional payment to the Subcontractor. Prior to the first Progress Draw, the Subcontractor shall provide IDL with a schedule of the Work in a form satisfactory to IDL and shall monitor the progress of the Work and provide a monthly update of the schedule to IDL.”

1.0 Further to any comments noted in **Section IV - Scope of Work**, Subcontractor will perform in accordance with the construction schedule attached on the following page.