

BOWEN ISLAND MUNICIPALITY & WEST VANCOUVER SCHOOL DISTRICT 45 COMMUNITY PARTNERSHIP

BOWEN ISLAND COMMUNITY SCHOOL SYNTHETIC FIELD CIVIL WORK & LIGHTING

Contract 08-01

March 9, 2009

PREQUALIFICATION OF GENERAL CONTRACTORS

PREQUALIFICATION DOCUMENT

SUBMISSION CLOSING DATE & TIME:

2:00 pm Local Time
Friday, March 20, 2009

SUBMISSION LOCATION:

Bowen Island Municipality (Reception Desk)
981 Artisan Lane
Bowen Island, B.C. V0N 1G0



**WEST VANCOUVER
SCHOOL DISTRICT**
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BOWEN ISLAND MUNICIPALITY

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1.0 INVITATION FOR PREQUALIFICATION SUBMISSIONS

A partnership of Bowen Island Municipality and West Vancouver School District 45 ('Partnership') has been established for the construction of a joint-use synthetic turf sports field located at Bowen Island Community School. The Partnership invites submissions for the prequalification of General Contractors for the construction of the civil work and lighting for the synthetic field. The prequalification process is intended to establish a list of General Contractors with the necessary expertise, capability and resources to perform the work. Only those Contractors that prequalify will be eligible to bid.

Attendance at the Pre-Tender Site Tour held on 9:30 a.m. on Tuesday March 17, 2009 is not a mandatory pre-requisite requirement to submit for prequalification. A summary of the site tour will be incorporated into the prequalification document through an addendum.

The project components included under this pre-qualification process will be tendered under one contract in April with construction following in July & August 2009. The project is to be completed by September 4, 2009.

The work will generally include site preparation, excavation, gravel supply, field lighting, fencing, retaining wall, field drainage, storm sewer and other related work for a 34 m by 46 m synthetic turf sports field. Other work items include site pathways, reconstruction of disturbed playground elements (basketball court, tetherball and long jump pit) and drainage improvements to an adjacent grass sports field.

Project components that are NOT part of this prequalification process include the supply and installation of the synthetic turf and tree removal. The supply and installation of the synthetic turf will be procured under a request for design/build proposal. Tree removal will be completed by others prior to the start of construction.

Prequalification Submissions (two copies) must be delivered to the Bowen Island Municipality, Reception Desk, 981 Artisan Lane, Bowen Island, B.C., V0N 1G0 no later than 2:00 p.m. local time on Friday, March 20, 2009.

Note: This project was originally tendered in mid 2008 to a list of prequalified general contractors without the contract being awarded. The project has been revised to reduce cost and will be re-tendered shortly after this current prequalification process is concluded. Any general contractors who were pre-qualified during the 2008 tender process will be considered prequalified for the current 2009 project and are therefore not required to resubmit a new prequalification package.



Civil Engineer:

Binnie & Associates

Project Manager:

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2.0 INSTRUCTIONS TO APPLICANTS

2.1 Structure of Partnership and Partnership's Project Team

A partnership of Bowen Island Municipality and West Vancouver School District 45 ('Partnership') has been established for the construction of the joint-use synthetic turf sports field located at Bowen Island Community School. The project is located in Bowen Island Municipality on a property owned by the West Vancouver School District 45.

The Bowen Island Municipality will be the Owner for the purposes of all Contract documents, including the Agreement between the Owner and Contractor.

The Partnership has retained a consultant team for the project management, design, tendering, contract administration and inspection of the work. The Partnership's project manager is FHL Consulting Services (Florrie Levine, Project Manager).to oversee the project and coordinate the consultant team. Consultants for the various aspects of the project have been retained separately by the Partnership. The detailed design and construction inspection stage consultants include RF Binnie & Associates Ltd (Civil Engineers and Sportsfield Consultants), Roy Campbell Ltd. (Electrical Engineers) and GeoPacific Consultants Ltd. (Geotechnical Engineers).

2.2 Enquiries

Direct any technical inquiries in writing to the Partnership's project manager, Florrie Levine, FHL Consulting Services, RR1 E6, Bowen Island, B.C. V0N 1G0, email: flevine@telus.net, tel: 604-947-2194.

Inquiries which result in a change to the prequalification document, scope of work or prequalification process will be addressed through an Addendum. Any addenda will be distributed through the BC Bid website. Addenda will also be forwarded to those Proponents who have confirmed their intent to submit for prequalification in writing with FHL Consulting Services.

Proponents may make verbal enquiries of the Partnership representatives and the Partnerships' consultant team. However, information given orally, whether by elected officials, staff members or representatives, will not be binding on the Partnership and will not be considered in any form or manner in the evaluation of submissions.

2.3 Submissions

Sealed submissions, containing **two copies** of the submitted materials, clearly marked "**BOWEN ISLAND COMMUNITY SCHOOL SYNTHETIC TURF FIELD-CIVIL WORK & LIGHTING, PREQUALIFICATION SUBMISSIONS OF GENERAL CONTRACTORS, CONFIDENTIAL - DO NOT OPEN**" will be received by the Bowen Island Municipality at the Main Reception Desk up to 2:00 p.m. Local Time on Friday, March 20, 2009.



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The Proponent must ensure that a complete, clearly labeled and securely sealed submission is received at the Closing Location by the Closing Time. The Partnership will assume no responsibility for timely receipt of any submission. The clock at the main reception desk is designated as the official clock for the receipt of submission by which the Closing Time will be established.

Submissions received after the closing date and time will be returned unopened.

Submissions should be in accordance with the requirements of Section 4.0 - Submissions for Prequalification.

2.4 Work by Others

Applicants are advised that separate construction contracts will issued for the supply and installation of the synthetic turf surfacing and for the tree removal. The General Contractor for this work shall cooperate with and allow access to the synthetic turf contractor and any other contractors working on the site.

Tree removal will be completed by others prior to the start of this contract.

2.5 Tendering of the Work

This Prequalification of General Contractors is not a tender process nor is it an invitation to tender. By this document the Partnership intends to reserve to itself absolute and unfettered discretion to invite, consider and analyze Prequalifications, select preferred general contractors and issue invitations to tender to the preferred contractors as the Partnership considers desirable.

3.0 **PROJECT DESCRIPTION AND SCHEDULE**

3.1 Project Description

The project components included under this pre-qualification process generally include site preparation, excavation, field base construction, gravel supply, field lighting, concrete edge anchor, chain link fencing, players' bench and spectator areas, retaining wall, perforated field drainage system, storm sewer, landscaping (topsoil with grass sod and/or hydroseed) and other related work for a 34 m by 46 m synthetic turf sports field (excluding supply and installation of turf). Other work items include site pathways, reconstruction of disturbed playground elements (basketball court, tetherball and long jump pit) and drainage improvements to an adjacent grass sports field.

The supply and installation of the synthetic turf will be procured separately.

Note that the Partnership may subsequently alter the proposed contract scope affecting this prequalification in any manner that is deemed to best serve the Partnership's interests.



Civil Engineer:

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Project Manager:

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Figure 1 – Site Location Plan

Site Plan



3.2 Project Schedule

The project is scheduled to be tendered shortly after the prequalification process is completed. Construction of the work is scheduled for July and August 2009. The field is to be ready for synthetic turf installation by no later than August 21, 2009.

The project is to be substantially completed no later than September 4, 2009

The aforementioned represents the Partnership's current project tender and construction schedule/methodology. The Partnership may subsequently alter the proposed tender schedule and/or contract scope affecting this prequalification in any manner which best serves the Partnership's interests.



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4.0 SUBMISSIONS FOR PREQUALIFICATION

4.1 Submission Format

Submissions should contain the information outlined below and comply with the following:

- 1.0 Company Information
- 2.0 Confirmation of Bonding and Insurance Capacity
- 3.0 Confirmation of Financial Capacity
- 4.0 Resumes of Key Personnel
- 5.0 Subcontractors and Suppliers
- 6.0 Company Resources
- 7.0 Description of Relevant Projects including References
- 8.0 On Time Record
- 9.0 Safety Program and Track Record
- 10.0 Local Knowledge and Experiences
- 11.0 Value Added Services
- 12.0 Completed Contractor's Questionnaire

Appendix - Supplementary information is to be included in an appendix.

4.2 Submission Content

4.2.1 Company Information

Submissions should identify the full company name, address, telephone and fax number, contact person for this application, legal structure including year established, ownership, identification of affiliated companies and the names and titles of officers, partners and principals.

4.2.2 Confirmation of Bonding and Insurance Capacity

State whether the construction performance bonding and labour and materials payment bonding can be obtained. For the purposes of determining bond value, the construction value of the components of work affected by the prequalification process is estimated to be in the order of \$500,000.

State whether the minimum insurance coverage outlined in SCHEDULE A can be provided.



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4.2.3 Financial Capacity

Provide the annual value of work completed for each of the last five years.

4.2.4 Resumes of Key Personnel

Submissions to identify the key personnel that would be assigned to the project including the site superintendent, project manager, site safety coordinator and principal contact. Resumes outlining relevant experience for individuals identified must be provided.

Identify any Bowen Island based personnel.

4.2.5 Subcontractors and Suppliers

Submissions to identify all proposed subcontractors with an emphasis on subcontractors and materials suppliers based on Bowen Island. Key subcontractors include excavation/trenching/backfilling, drainage, electrical, lighting, fencing, concrete, asphalt, trucking (excavation and backfilling), landscaping, etc. Key material suppliers include permeable aggregates, gravels, topsoil, pipe, pre-cast concrete (catchbasins, manholes), chain link fencing, poured concrete, hot mix asphalt, etc.

4.2.6 Company Resources

Company resources relating to the work are to be listed including company owned or leased construction equipment, labour force and any other resources needed to complete the project.

A list of work to be completed by the company's own forces as well as identification of work to be completed by subcontractors must also be provided.

4.2.7 Relevant Project Description and References

Relevant project experience must be demonstrated. All projects listed must include the names and telephone numbers of the owner and project consultant (engineer/architect, etc.). The following information is to be included for each relevant project as well as for any significant ongoing projects:

- The project name and location
- Construction value
- Target vs. Actual Completion date
- Statement of contractor's role (General Contractor, Subcontractor)
- Owner's (or Consultant) name and telephone number
- Summary description of the work including a description of the relevance to this project

Relevant experience will include: (a) synthetic turf sports fields (civil and lighting component), (b) Bowen Island project experience (including subcontractor team experience) (c) general civil construction, electrical and lighting experience.



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Project experience will be verified during the evaluation process and at the sole discretion of the Partnership, it may be that only those projects that include contact information for the owner or consultant will be considered. Contractors will be evaluated on the number of relevant projects successfully completed, therefore all relevant projects completed in the last 5 years should be listed.

Projects will be evaluated on the basis of the similarity and the relevance to this project, size as demonstrated by total construction value, role of the contractor, contractor's performance and on time record as verified through contact with the owner and consultant.

4.2.8 On Time Record

Describe the company's track record on meeting the schedule requirements of recent projects. Any references not already indicated in the project description section may be included.

4.2.9 Safety Program and Track Record

State whether the company is in good standing with WCB and whether the company has an established safety program.

4.2.10 Local Knowledge and Experiences

Evaluation of the level of local knowledge and experiences will be made with respect to experience on projects as well as the proponent's knowledge of local suppliers, subcontractors and trucking companies located on Bowen Island. Unless the information has been described elsewhere in the submission (such as the experience, subcontractor and supplier information), describe any knowledge of the Bowen Island construction industry. A list of any construction works completed within Bowen Island Municipality in the last five years (may be expanded to ten years, if desired) should also be provided.

4.2.10 Value Added Services

Provide details of any proposed value added services such as Proponent donations of labour and/or materials, 'green' construction practices, expedited scheduling, community contributions, etc.

4.2.11 Right to Reject – Litigation

Without limiting the foregoing, the Partnership may, in its absolute discretion, reject any submission by a Proponent if the Proponent or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against Bowen Island Municipality or West Vancouver School District or its elected or appointed officers or employees in relation to any other contract for works or services.



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In determining whether to reject a Proponent pursuant to this section, the Partnership will consider if the litigation is likely to affect the Proponent's ability to work with the Partnership and its consultants and representatives and whether the Partnership's experience with the Proponent indicates that the Partnership is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.2.12 Contract & Corporate Performance: Contractor Questionnaire

Complete the Contractor's Questionnaire (refer to the questionnaire included as Schedule B of the Prequalification Document). Provide additional information as required to adequately describe the company's track record and past performance on prior contracts and corporate administration matters including, but not limited to, project liens, major claims for additional payment, workforce relations, subcontractor/supplier payment, compliance with laws and regulations, contractor/owner relations, etc.

5.0 **SELECTION PROCEDURE**

5.1 Evaluation Procedure

The evaluation will be conducted by an evaluation committee with representation from the Consultants and the Partnership. The Partnership may, in its sole discretion, independently verify any information in any submission and request additional information from any or all applicants. The Partnership also reserves the right to reject any submission containing false or misleading information.

The materials submitted for Prequalification will be used as the basis for the evaluation and will be reviewed based on, but not necessarily limited to, Contractor's past experience, resources and reputation, previously completed projects of similar type and size, projects currently being undertaken by the Contractor, past performance in the Municipality and other areas, Contractors' proposed project team, ability to complete the work within the desired schedule, bonding and financial capability and other similar criteria the Partnership determines to be in its best interests. The Partnership will be the sole judge as to what the criteria and associated weighting will be.

Relevant Contractor experience will include: (a) synthetic turf sports fields (civil and lighting component), (b) Bowen Island project experience (including subcontractor team experience), and (c) general civil construction, electrical and lighting experience.



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SCHEDULE "A"

**CERTIFICATE OF INSURANCE
(REQUIRED FORMAT)**

This is to certify that policies of insurance as described below have been issued to the Insured named below and are in force at this time. It is understood and agreed that thirty (30) days' notice of any material alteration, transfer, assignment or cancellation of any of the policies listed below, either in part or in whole, will be given to the holder of this certificate.

This certificate is issued to: The Corporation of Bowen Island Municipality

Insured:

(Name and Address)

Contact Person: _____
Telephone: (_____) _____ - _____
Fax: (_____) _____ - _____

Broker:

(Name and Address)

Contact Person: _____
Telephone: (_____) _____ - _____
Fax: (_____) _____ - _____

Location and nature of operation or contract to which this Certificate applies:

Contract Reference Number:

Location of Operations: _____

Nature of Operations: _____

It is understood and agreed that the policy/policies noted in the Schedule of Policies below shall contain a cross liability clause, and amendments to reflect the following:

- Any Deductible or Reimbursement Clause contained in the policy shall not apply to the Corporation of the Bowen Island Municipality and shall be the sole responsibility of the party named above.
- It is agreed that with respect to section 1, 3, and 5 of the Schedule of Policies:
The Corporation of the Bowen Island Municipality is added as an Additional Named Insured.
- Any exclusions relating to:
 1. the use of explosives for blasting; or
 2. vibration from pile driving or caisson work; or
 3. the removal or weakening of support of such property, building or land, whether such support shall be natural or otherwise;
 4. any other work below ground level;
 5. demolition

shall not apply in respect to the operation or contract declared above.

- It is agreed that with respect to Sections 4 and 6 - Property, Builders Risk, Installation Floater and Equipment Insurance:
The issuers subrogated rights are waived against the Bowen Island Municipality to the extent that Bowen Island Municipality has an insurable interest, the policy will indicate the Bowen Island Municipality as First Loss Payee.



Civil Engineer:

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**CERTIFICATE OF INSURANCE (Cont.)
(REQUIRED FORMAT)**

Contract Reference Number:

Schedule of Policies:

Type of Insurance	Company and Policy Number	Policy Dates		Limits of Liability / Amounts
		Effective	Expiry	
Section 1: Comprehensive (Commercial) General Liability Including: <ul style="list-style-type: none"> • Attached Machinery; • Blanket Contractual; • Broad Form Property Damage; • Completed Operations; • Cross Liability Clause; • Non-Owned Automobile 				Bodily Injury and Property Damage \$3,000,000 Inclusive \$3,000,000 Aggregate \$5,000 Deductible
Section 2: Automobile Liability				Bodily Injury and Property Damage \$3,000,000 Inclusive
Section 3: Umbrella / Excess Liability				\$ _____ excess of \$ _____ General Liability excess of \$ _____ Automobile
Section 4: Property Insurance: Builders Risk Installation Floater Other				\$ _____ Site \$ _____ Other Location \$ _____ Transit
Section 5: Tenants "All Risk" Legal Liability				\$ _____ Limit
Section 6: Equipment Insurance				\$ _____ Limit
Section 7: Professional Liability / Errors and Omissions NOT REQUIRED				\$1,000,000 Each claim and \$1,000,000 Aggregate \$5,000 Deductible
Section 8: Boiler and Machinery Insurance				\$1,000,000 Property Damage \$1,000 Deductible

(Authorized to Sign on Behalf of Insurers)



Civil Engineer:
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Project Manager:

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SCHEDULE "B"

CONTRACTOR'S QUESTIONNAIRE

If the response to any of the eight questions below is YES, **on a separate page** provide a complete explanation. Include all details (project name(s) and location(s), names of all parties involved, relevant dates, etc.

1. Has your firm been terminated on any contract prior to completing a contract or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a contract, in the last five years? _____
2. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked, in the last five years? _____
3. Has your firm, within the last five years, filed any lawsuits or requested arbitration with regard to contracts? _____
4. Has any subcontractor, within the last five years, filed a demand for direct payment or filed litigation to enforce a lien against property in connection with work performed or materials supplied under any of your contracts? _____
5. Are there any judicial proceedings (other than criminal proceedings) pending or concluded (in the last five years) against your firm or a principal or officer or anyone with a financial interest in your firm relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others? _____
6. Have any judicial or administrative proceedings been brought or concluded (in the last five years), adversely against your firm or a principal or officer or anyone with a financial interest in your firm relating to a violation of any municipal, provincial or federal law regulating hours of labour, unemployment compensation, minimum wages, overtime pay, Worker's Compensation, labour relations, occupational health or safety?

7. Have there been any death(s) of an employee or others occurring in connection with any of your contracts in the last five years? _____
8. Has any employee or other person in the last five years, suffered an injury in connection with any of your contracts resulting in their inability to return to work for a period in excess of six months? _____
9. What percentage of work is normally performed with in-house personnel? _____%.



Civil Engineer:

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Project Manager:

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Relevant Contracts Completed in the Last Five Years

Use the following format to describe Bowen Island project experience and Lower Mainland/other relevant experience. Include as many projects as required to convey company experience appropriately (copy form and attach additional pages as required).

Project Title: _____

Location: _____

Description: _____

Original Contract Value: \$ _____

Owner: _____

Final Contract Value: \$ _____

Original Planned Completion Date: _____

Actual Completion Date: _____

Contact Name, Position & Phone #: _____

Consultant Name & Phone #: _____

.....

Project Title: _____

Location: _____

Description: _____

Original Contract Value: \$ _____

Owner: _____

Final Contract Value: \$ _____

Original Planned Completion Date: _____

Actual Completion Date: _____

Contact Name, Position & Phone #: _____

Consultant Name & Phone #: _____



List of Relevant Construction Contracts Currently Underway or Awarded/Confirmed as of the Submission Date

Use the following format to describe as many current projects as required (copy form and attach additional pages as required).

Project Title: _____

Location: _____

Description: _____

Original Contract Value: \$ _____

Owner: _____

Final Contract Value: \$ _____

Original Planned Completion Date: _____

Actual Completion Date: _____

Contact Name, Position & Phone #: _____

Consultant Name & Phone #: _____

.....

Project Title: _____

Location: _____

Description: _____

Original Contract Value: \$ _____

Owner: _____

Final Contract Value: \$ _____

Original Planned Completion Date: _____

Actual Completion Date: _____

Contact Name, Position & Phone #: _____

Consultant Name & Phone #: _____



Civil Engineer:

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Project Manager:

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SCHEDULE "C"

BONDING

SAMPLE OF PERFORMANCE BOND

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT

_____ As Principal,
hereinafter called the Principal, and

_____ As Surety, hereinafter
called the Surety, are held and firmly bound unto

_____ As Obligee,
hereinafter called the Obligee, in the amount

of _____ Dollars
(\$ _____) lawful money of Canada, for the payment of which sum, well and truly to
be made, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the
day of _____, 20____, for

in accordance with the drawings and specifications submitted therefore which contract,
drawings and specifications and addenda thereto, to the extent provided for, are by reference
made part thereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal
shall promptly and faithfully perform said Contract (including any addenda thereto, provided
such addenda do not collectively increase the amount to be paid to the Principal by more than
twenty percent (20%) of the amount of the Contract except with the written consent of the
Surety) then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract,
the Obligee having performed Obligee's obligations thereunder, the Surety may promptly
remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance
with its terms and conditions, and upon determination by Obligee and Surety of the lowest
responsible bidder, arrange for a contract between such bidder and Obligee and make
available as work progresses (even though there should be a default, or a succession of
defaults, under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price; but not



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exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph thereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Obligee to Principal under the Contract less the amount properly paid by Obligee to Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from date on which the Notice of Acceptance under the Contract is issued.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond or to or for the use of any person or Partnership other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this day of, 20 .

SIGNED, SEALED AND DELIVERED
In the presence of:

Principal

Surety



Civil Engineer:

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Project Manager:

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SAMPLE OF LABOUR AND MATERIAL PAYMENT BOND
(Private Contracts - Trustee Form)

No. _____ \$ _____

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as Principal,
hereinafter called the Principal, and

_____ as Surety, hereinafter
called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound
unto

_____ as Trustee,
hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their
heirs, executors, administrators, successors and assigns in the amount of
Dollars.

(\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be
made, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20 ____ .

WHEREAS, the Principal has entered into a written contract with the
Obligee dated the _____ day of _____, 20 ____ , for

_____ which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such
that, if the Principal shall make payment to all Claimants for all labour and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be null
and void; otherwise it shall remain in full force and effect, subject, however, to the following
conditions:

- l) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is



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to be applied towards the purchase price thereof shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association entitled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

- 2) The Principal and the Surety hereby jointly and severally agree with the Oblige as Trustee that every Claimant who has not been paid as provided for under the terms of his contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of his said contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceedings against the Surety on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceedings then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof.

Provided still further that subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Oblige to sue on and enforce the provisions of this Bond.

- 3) No suit or action shall be commenced hereunder by any Claimant:
- a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Oblige, stating substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Oblige at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given:
 - i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred



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and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal:

- ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.
 - b) After the expiration of one (1) year following the date which Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
 - c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- 4) The amount of this Bond shall be reduced by and to the extent of any payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- 5) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set it's hand and affixed its seal, and the Surety has caused these present to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact the day and year first above written.

SIGNED, SEALED AND DELIVERED

Principal

Surety



Civil Engineer:

Binnie & Associates

Project Manager:

FHL CONSULTING SERVICES