



## PROCUREMENT SERVICES

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### ADDENDUM No. 3

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INVITATION TO TENDER No.: 1220-020-2020-002

TITLE: ENERGY TRANSFER STATIONS (ETS)  
CONSTRUCTION PACKAGE 1

ADDENDUM ISSUE DATE: MARCH 31, 2020

**(REVISED) CLOSING DATE AND TIME:** ON OR BEFORE THE FOLLOWING DATE AND  
TIME (THE “CLOSING TIME”):

TIME: 11:00 a.m. (local time)

DATE: April 2, 2020

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### INFORMATION FOR TENDERERS

Tenderers are advised that this Addendum No. 3 to *Contract* No. 1220-020-2020-002 is hereby issued by the *Owner*. This addendum shall form part of the *Contract Documents* and is to be read, interpreted and coordinated with all other parts. The following revisions supersede the information contained in the original *Contract Documents* and preceding addendums (if any). The cost of all *Work* herein shall be included in the Unit Prices tendered in the *Schedule of Quantities and Prices*.

#### General Information:

#### In Part E – SUPPLEMENTARY GENERAL CONDITIONS

#### GC 6.5 DELAYS

##### 48.1 New GC 6.5.11:

Add the following:

“6.5.11 Notwithstanding GC 6.5.3, the parties acknowledge that the *Contract* has been entered into during the on-going COVID-19 pandemic (the “Pandemic”). The *Contractor* advises that it is able to proceed with the *Work* under the Pandemic conditions and restrictions (collectively the “Pandemic Restrictions”) as they exist as of the date of this *Contract*. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the *Contractor’s* performance of the *Work*. The parties confirm:

(a) notwithstanding the known existence of the Pandemic, GC 6.5.11 will apply to new Pandemic Restrictions, which arise after the date of this *Contract*, whether anticipated or not, which reasonably interfere with the *Contractor’s* performance of the *Work*, such that upon giving required notice the *Contractor* shall be entitled to an extension of the *Contract Time*, but shall not be entitled to reimbursement of any costs;

(b) notwithstanding any such new Pandemic Restrictions, the *Contract* will remain valid and in force, subject to the terms of the *Contract* including, without limitation, Part 9 PROTECTION OF PERSONS AND PROPERTY; and

(c) if new Pandemic Restrictions occur that cause or threaten *Work* interruptions the *Contractor* will, as required by GC 6.5.4 give the *Owner* immediate notice, and a written plan of the interim steps the *Contractor* will take, if any, during the *Work* interruption, and when Pandemic Restrictions permit, provide the *Owner* with a written plan for the resumption of the *Work*.”

49.1 New GC 6.8:

**“GC 6.8 CONTRACTOR TO MITIGATE**

6.8.1 For clarity, in the event of any delay the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay which are at the Contractors’ sole cost and this obligation shall be taken into account in the determination of the *Contractor’s* entitlement to an extension of the *Contract Time*.”

**- END OF ADDENDUM -**