

INVITATION TO TENDER

Sealed Tenders marked "**Village of McBride Main Street Decorative Streetlighting**" will be received at the office of **the Engineer**, up to 2:00 p.m. local time on **August 12th, 2022**.

Tender envelopes shall state name and address of Tenderer on face. Late Tenders will be returned unopened.

Base Tender by email, telephone, or facsimile transmission will be accepted, Tenderers are encouraged to take whatever steps necessary to confirm receipt with the engineer. Tender may be revised by confirmed email or facsimile transmission, provided they are received before closing date and time and only the addition to, or deduction, from the Base Tender is stated.

The work to be undertaken generally includes the following:

1. Removal of existing bases and junction boxes.
2. Installation of new owner supplied bases for light poles, revised locations as noted.
3. Supply and installation of all new wiring using existing conduits.
4. Installation and commissioning of light poles and fixtures including DMX control system.

Tenderers are encouraged to email the consultant to request photos of each pole and junction box to evaluate existing site conditions.

The Owner reserves the right to reject any, or all, Tenders, or to accept the Tender deemed most favourable in the interest of the Owner.

Inquiries should be directed to:

Ray Ziemer, PEng.
NRS Engineering Ltd.
212 - 556 North Nechako Road
Prince George, B.C., V2K 1A1
Telephone: (250) 562-0551
Facsimile: (250) 562-0558
Email: ray@nrseengineering.ca

INVITATION TO TENDER

Village of McBride
100 ROBSON CENTRE
855 S W FRONTAGE Rd McBride BC
MAIN STREET DECORATIVE LIGHTING
July 2022

Project Summary:

The Village of McBride is inviting tenders for the wiring and installation of decorative lighting along Main Street. The existing 30 poles are aged and require replacement, with new decorative poles to better suit the town requirements and enhance the look of main street.

The Owner has pre-ordered the light poles, fixtures, arms, and concrete bases. These will be stored at the works yard at 600 NW Frontage Rd, McBride BC, for the contractor to pick up when ready for installation. Prior to the contractor mobilizing to site the existing poles and lights will be removed with bases and junction boxes ready for contractor removal.

All work, including final invoicing and as built documentation, is to be completed prior to December 15th 2022 as a condition of the funding in place.

Existing System:

The existing decorative lighting on Main Street consists of 30 poles, with two separate service feed locations.

At the east end of main street there is an overhead single-phase service to a post mounted panel at 2nd ave, south of main street. This feeds underground to approximately half of the poles, with junction boxes located adjacent to each pole for wiring.

Near the west end of main street there is an overhead single-phase service to a post mounted panel at 5th ave, north of main street. This feeds underground to approximately half of the poles including the large "Welcome to McBride" sign that spans the street.

The existing concrete bases are too shallow to properly support the existing or new poles and require replacement. In addition, there are junction boxes at almost every pole which create a maintenance issue with snow clearing, damaged lids, water pooling etc and generally junction boxes are to be removed as part of this project

System Replacement:

As noted, the existing poles will be removed by Owners Forces prior to contractor mobilizing to site. All concrete bases, poles, lights, fixtures, arms etc. for the decorative lighting will be stored at the Public Works Yard for contractor to pick up and install.

Junction boxes are to be carefully removed and turned over to the Owner for their future re-use.

Due to the removal of junction boxes, all of the wiring is to be replaced with minimum #10awg wiring utilizing existing conduit. Refer to drawing notes for DMX cabling to a total of 6 poles (two groups of three poles). All wiring is to be supplied and installed by contractor.

A new weatherproof box with heater strip is required to contain the owner supplier PHAROS control system for the 6 color changing spot lights as noted.

Contractors are to email the Consultant ray@nrseengineering.ca to request site photos of each pole and JB for review during the bidding process. Contractors are to repair any concrete sidewalk or curb damaged due to the light base and conduit re-work. Any light base in grassy areas is to have the ground properly graded for the owner to seed in the spring.

Site Meeting

A site meeting is not required; however, contractors may visit at their convenience to review the existing conditions.

**Village of McBride
Main Street Decorative Lighting Replacement
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INSTRUCTIONS TO TENDERERS

ITT-1 CONDITIONS OF TENDER

1.1 The Tender must be submitted in a sealed envelope on the printed Tender Forms and shall be completely filled out in ink, or be typewritten. In the case of an individual, or a partnership, the Form must be manually signed by the individual, or the partners, opposite the legal seals provided and in the presence of a witness. In the case of a corporation, the Form must be sealed with the corporate seal in the presence of its duly authorized officers.

1.2 The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

If a Tenderer wishes to propose an alternative Tender based on Specifications, other than those furnished herewith, he shall submit his proposed alternative in letter form, in addition to his Tender. The letter shall specify the increase, or decrease, to the Tender Sum including allowances for making any adjustments which may be required to make the alternative compatible with the Works originally specified.

The Owner shall be the sole judge as to whether any such proposed alternative to the Tender is acceptable.

No alternative proposal will be considered unless it is accompanied by a proper Tender, based on the Specification and Contract Documents, without reservation.

1.3 The Owner does not bind himself to accept the lowest, or any Tender.

1.4 Acceptance of any Tender is contingent upon the necessary funds being legally available.

1.5 The Owner reserves the right to accept any Tender within a period of thirty (30) days from the date Tenders are closed.

1.6 The Tendering Period shall end at the time and date specified in the Invitation to Tender, or at an extended time and date specified in an Addendum.

ITT-2 NO INCREASE IN RATES

No claim for increase in rates, or prices, quoted in the Contract will be entertained, nor shall the Contractor be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that he was given any promise, or guarantee, by the Owner, or his agents or employees, or any other person.

ITT-3 AGREEMENT OF FIGURES

If the Unit Prices and total amount of the extensions named by the Tenderer in the Tender form do not agree, the Unit Prices will, under no circumstances, be altered and the corrected extensions will be considered as representing the Tenderer's intentions.

ITT-4 CANADIAN LABOUR AND MATERIALS

Canadian labour and materials must be used to the greatest possible extent whenever they are procurable and competitively priced.

ITT-5 INTERPRETATION OF TENDER DOCUMENTS

If a prospective Tenderer is in doubt as to the true meaning of any part of the Specifications, or other documents, or finds omissions, or discrepancies therein, he shall submit a request for interpretation, or correction, thereof and if deemed necessary by the Engineer, an Addendum will be issued to all persons receiving Specifications, or other documents.

Such a request must be submitted at least five (5) days prior to closing of Tender. Should the Engineer, of his own accord, wish to change, expand, or delete any portion of the said Specifications, or Documents, an Addendum will be issued.

ITT-6 SITE VISIT DURING TENDER PERIOD

Tenderers shall carefully examine the Contract Documents and are encouraged to visit the site of the proposed Work to fully inform themselves as to all existing conditions and limitations which will affect the execution of the Contract. No consideration will be given after submission of a Tender to any claim that there was any misunderstanding in respect to the conditions imposed by the Contract. The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his bid for the Works.

ITT-7 SUPPLY OF MATERIALS

The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail as shown on the Contract Drawings and Specifications except as specifically provided for in the Contract Documents.

ITT-8 COMMENCEMENT OF WORK

The Contractor shall commence Work on the project not later than fourteen (14) days after the date specified in the "Notice to Proceed".

ITT-9 AVAILABILITY OF RESOURCES

Tenderers shall obtain their own information as to the availability of electric power and light, water, fuel, and all other local materials required for the Work; satisfying themselves as to the quality of the materials and the sufficiency of quantities available.

In addition, Tenderers shall obtain their own information on all matters and things that may in any way influence them in making their Tender. Tenderers shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under the terms of Contract.

ITT-10 NOTICES, PERMITS AND LICENSES

The Contractor shall give all necessary notices, shall apply for all permits, licenses and inspections and shall pay all fees for such notices, permits, licenses and inspections required to complete the Work.

ITT-11 CONTRACT DOCUMENTS

The Contract Documents consist of all parts listed in the "Contents of the Contract Documents" and they include all Addenda issued during the tendering period and they are an integral part of the Tender and of the Contract Agreement.

ITT-12 TIMING

The successful tenderer shall submit within seven (7) days of award of contract, a schedule of material procurement and a comprehensive construction schedule for review by the Engineer.

ITT-13 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer must indicate, in the Schedule of Proposed Subcontractors in the Tender form, the names of all Subcontractors he proposes to employ on the Work.

Subcontractors shall not be changed, or additional Subcontractors employed, without the written authorization of the Engineer.

ITT-14 COMPLETENESS OF TENDER

Failure to complete any of the Tender Schedules may result in the Tender being considered incomplete. An incomplete Tender may be subject to rejection by the Owner.

ITT-15 ADDENDA

Any changes in the Work, or in the tendering procedures will, be issued to the Tenderers prior to the close of the Tender Period by means of an Addendum. The Addendum shall be a written communication issued by the Engineer. The Addendum shall become a part of the Contract Documents and the receipt of the Addendum must be acknowledged by the Tenderer in the Tender Form.

ITT-16 GOODS AND SERVICES TAX (G.S.T.)

Tenderers shall bid all goods and services with provision for the G.S.T. Clearly show the amount of G.S.T. that will be charged as a separate item on the Tender Form.

ITT-17 BONDING

This section applies in the case that the tender price exceeds 100,000.00

A Ten Percent (10%) Bid Bond or certified cheque must accompany the tender.

A Fifty Percent (50%) Labour and Materials Bond and a Fifty Percent (50%) Performance Bond must be provided by the selected Contractor within 7 days of award.

TENDER FORM

Date: _____

TF-1 Submitted By: _____

TF-2 Submitted To: The Village of McBride

TF-3 The undersigned has carefully examined the Contract Documents for the construction of:
Village of McBride Main Street Decorative Streetlighting Replacement

TF-4 We, the undersigned, having examined the Contract Documents as listed in the Instructions to Tenderers and having full knowledge of the locality and conditions affecting the work, do hereby offer to complete the work in accordance with the Contract Documents for the sum of:

Removal of bases and Junction Boxes.	\$ _____
Installation of Owner supplied bases.	\$ _____
Supply and install of all wiring and conduit extensions Including DMX control cabinet.	\$ _____
Install and commission owner supplied lights and poles, Including DMX Control System.	\$ _____
GST to be charged on the above amount:	_____
Total:	\$ _____

in lawful money of Canada. This amount includes all cash allowances, contingencies, taxes, and duties in force at this date, except as otherwise provided in the Tender Documents.

TF-5 If notified in writing by the Owner or its authorized representative of the acceptance of this Tender within thirty calendar days of the Tender closing date, we will within seven days of such acceptance:

SECTION - TF

- a) Execute the Contract Agreement and furnish to the Owner the specified bonds for the proper performance of the Contract and the specified Certificates of Insurance.
- b) Commence the Work.

TF-6 Acknowledgement is hereby made of receipt and inclusion of the following addenda to the Contract Documents:

Addendum No. _____	Dated: _____	Pages _____
Addendum No. _____	Dated: _____	Pages _____
Addendum No. _____	Dated: _____	Pages _____
Addendum No. _____	Dated: _____	Pages _____

TF-7 We will substantially perform the work as certified by the Engineer, by the _____ day of _____, 20__.

TF-8 It is understood and agreed that:

- a) The addition to or changing of any words in this Form of Tender or the failure to comply with and complete all items may be cause for rejection without consideration of the Tender.
- b) The lowest or any Tender may not necessarily be accepted.

TF-9 The Tenderer states that the following Subcontractors will be utilized for work on this contract:

<u>Subcontractor:</u>	<u>Items of Work:</u>
_____	_____
_____	_____
_____	_____
_____	_____

TF-10 This Tender is valid for 30 days after the Tender closing date.

Tender Closing Date: _____ day of _____, 20__.

Where a Tenderer is a Corporation, the Tender must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation into Contract. A certified copy of a resolution naming the person or persons as authorized to sign the agreements for and on behalf of the Corporation shall be submitted to the Engineer if and when requested.

Name of Tenderer

Legal Status: Corporation, Partnership, or Sole Ownership (cross out those NOT applicable)

Correct Mailing Address

Names and email addresses of Corporation Officers or Members of the Organization.

Name Email Position

Name Email Position

Signature of Witness:

Signature of Tenderer:

Name

Name

Address

Address

Date

Date

GENERAL CONDITIONS

GC-1 DEFINITIONS

Whenever used in this Contract, the following words and expressions shall have the meanings hereby assigned to them:

"Approved" means approved in writing by the Engineer including written confirmation of previous verbal decisions.

"Certificates"

- a) **"Progress Payment Certificate"** shall mean a certificate issued by the Engineer periodically, based upon which payments on account are made.
- b) **"Substantial Completion Certificate"** shall mean a certificate issued by the Engineer certifying that the Work is at least ninety eight per cent (98%) complete and that the Work may be used for the purpose for which it is intended.
- c) **"Construction Completion Certificate"** shall mean a certificate issued by the Engineer upon full completion of the Work, including clean up and rectification of all deficiencies.
- d) **"Final Acceptance Certificate"** shall mean a certificate issued by the Engineer after the end of the guarantee period, provided that the Conditions of the Contract have been met.

"Change Order" is a written communication issued by the Engineer setting forth the authorized amount which is to be paid to the Contractor for the changes in the Works ordered by Field Order, or the authorized amount which is to be deducted from the Contract Price as a credit on account of the changes in the Works ordered by a Field Order.

"Contract" is the agreement between the Owner and the Contractor for the provision of labour, plant and materials for the execution of the Works by the Contractor.

"Contract Documents" The Contract Documents consist of the executed Contract Agreement and the General Conditions of Contract, Supplementary Conditions, Specification, Drawings, Tender Documents and such other documents as are listed in the Agreement including all amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

"Contractor" means the person or persons or a company whose tender has been accepted by the Owner and who has entered into a contractual "Agreement" with the Owner and includes the Contractor's personal representative or successors.

"Contract Price" means the sum named in the Tender subject to such additions and deductions as may be made under the provisions of the Contract.

"Drawings" means the Drawings referred to in the Contract Documents together with any modification of such Drawings approved in writing by the Engineer and such other Drawings as may be furnished or approved in writing by the Engineer.

"Engineer" means NRS Engineering Ltd., its representatives, or other Engineers appointed from time to time by the Owner and notified in writing to the Contractor, or his properly authorized agent, to act for the purpose of this contract.

"Field Order" is a written communication from the Engineer to the Contractor, ordering changes in the Work, clarifying the Contract documents, issuing instructions or requesting information.

"Guarantee Period" shall be a specified period of time beginning on the date specified in the "Substantial Completion Certificate".

"Material Supplier" means any person, firm or corporation furnishing material to the Contractor for incorporation into the Works.

"Owner" means Company, Corporation, District, Board, Council, Commission or Authority identified as such in the Agreement between the Owner and the Contractor. The word "Owner" shall also mean the Owner's authorized representative and successors as designated in writing.

"Plant" means all equipment and materials of every kind whatsoever brought onto the site by the Contractor, incidental to or to assist him in the performance of the Works, but does not include materials or equipment intended to form or forming an integral part of the Works.

"Public Utilities" means the authorities responsible for the distribution of utility services.

"Subcontractor" means a person, firm or corporation having a contract with the Contractor for the execution of a part or parts of the Work included in the Contract.

"Tender Sum" means the sum named in the Tender Form.

"Utility Services" means electric cables, telephone lines, gas pipes, water mains or pipes, sanitary sewers, storm water drains, conduits or transmission lines, street lighting facilities and traffic signal systems, whether public or private.

"Work or Works" means the whole of the Works, materials, matters and things to be done, furnished and/or performed by the Contractor under this Contract.

GC-2 AUTHORITY OF THE ENGINEER

The Engineer shall have the following powers:

1. The whole of the Works and manner of performing it and the Plant and materials furnished in respect thereof shall be subject to the inspection of the Engineer, who shall be entitled at all times to do or to require the Contractor to do anything necessary to satisfy the Engineer that it is being done, or furnished exactly in accordance with the Contract.
2. The Engineer shall be the sole judge of the Works as to quality, quantity and suitability and his decision on all questions in dispute with regard to the requirements of the Contract or to the Works shall be final.

The approval by the Engineer of any drawing, or any method of work proposed by the Contractor, shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by the Owner or the Engineer and the Contractor shall have no claim under this Contract on account of the failure, partial failure, or inefficiency of any drawing, or method so approved. Such approval shall be considered to mean merely that the Engineer has not objected to the Contractor's using, upon his own full responsibility, the drawing, or method proposed.

Any plan, method or work suggested by the Engineer to the Contractor, but not specified, or required, if adopted, or followed by the Contractor in whole, or in part, shall be used at the risk and responsibility of the Contractor; the Engineer and the Owner shall assume no responsibility therefore.

GC-3 THE ENGINEER AND THE CONTRACTOR

The Engineer's efforts shall be directed towards reviewing construction progress, providing interpretation of the Contract Documents and ensuring that the Work is carried out expeditiously. The Contractor shall have complete control of his own organization, the carrying out of the Work and the method of carrying out the Work.

The Engineer neither guarantees, nor undertakes, to check the Work on behalf of the Contractor. The Engineer is not responsible to the Contractor for discovering defects in the Work, nor for advising the Contractor of defects in the Work.

The Engineer is, in the first instance, the interpreter of the Contract and the judge of its performance. Should the Contractor dispute any decision of the Engineer, the dispute shall be referred to arbitration in accordance with these General Conditions.

If a dispute between the Contractor and the Engineer cannot be resolved and the Engineer decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer's written instruction. The Contractor shall notify the Engineer, in writing within five (5) days, if, in the Contractor's opinion, a decision by the Engineer is in error and not a correct interpretation of the Contract. Any question of change in the Contract Price, or extension of time for completion, due to such dispute shall be decided by Arbitration, in accordance with the General Conditions.

GC-4 SUPPLY OF CONTRACT DOCUMENTS

The Engineer will provide the Contractor with five (5) sets of Contract Documents for his use in constructing the Works. If the Contractor requires additional copies, these will be provided at the Contractor's expense. The Contract Documents remain the property of the Engineer and the use of these documents on other work is not permitted.

GC-5 REFERENCE POINTS AND LAYOUT

All work shall be constructed in accordance with the lines and grades shown on the Drawings or as prescribed by the Engineer. The Engineer shall establish base lines and reference points, for the location of principal components of the Work, as well as bench marks in reasonable proximity to the Work. The Contractor shall carefully preserve this information and shall commence work only after this information is provided in the field. In case of willful or careless destruction of this information,

the Contractor shall be charged with the resulting cost of reinstatement and shall be responsible for any mistakes that may be caused by their loss or disturbance.

The Contractor shall provide all detailed layout of dimensions, locations and elevations of the Work from the base lines, reference points and bench marks set by the Engineer.

The Contractor shall, before commencing work at any point, satisfy himself as to the meaning and correctness of the information provided by the Engineer and no claims shall be considered based on alleged inaccuracies, failure to read reference points correctly, or failure to interpret instructions correctly.

If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instruction, he shall inform the Engineer immediately in writing and the Engineer shall promptly verify the same and issue appropriate instructions. Any work done after such discovery, before further work is authorized, will be done at the Contractor's risk.

GC-6 SUBCONTRACTORS

The Subcontractors named in the Tender Form, and others as may be approved by the Engineer following execution of the Contract Agreement, shall not be changed, nor shall additional Subcontractors be employed except with the written approval of the Engineer. The Contractor is responsible to the Owner for the acts and omissions of his Subcontractors and of their employees to the same extent that he is responsible for the acts or omissions of persons employed by himself. The Contractor shall bind every Subcontractor to the terms of the Contract Documents.

The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to replace the Subcontractor.

Nothing contained in the Contract Documents shall create any contractual obligation between any Subcontractor and the Owner.

GC-7 OTHER CONTRACTORS

The Owner reserves the right to award other contracts related to the Work and will coordinate the Work and insurance coverages of those other Contractors insofar as it affects the Work of this Contract.

The Contractor shall coordinate his work with that of other Contractors and report to the Engineer in writing those items which would affect the work of this Contract immediately when they come to his attention. Failure by the Contractor to so report, shall invalidate any claims against the Owner by reason of the deficiencies of other Contractors' work, except, as to those of which the Contractor could not reasonably be aware.

GC-8 DISPUTES

The Engineer is in the first instance, the sole interpreter of the Contract and the judge of its performance and shall decide on questions arising from the Contract Documents whether as to the performance of the Work or the interpretation of the Specifications and Drawings, or as to the measurement of quantity or valuation of any work executed or to be executed under the Contract.

In all case of misunderstanding and disputes, oral arrangements will not be considered and the Contractor must produce written authority in support of his contentions and shall advance no claim in the absence of such written authority or use any conversation with any person in presenting any claim against the Owner.

In the event of the Contractor failing to agree with the Engineer's decision, the Contractor shall act in accordance with such decision and any question of cost due to the aforesaid cause shall be decided by arbitration pursuant to the "Arbitration Act" and amendments thereto of the Province or Territory wherein the Work is situated and amendments thereto.

No action at law shall be commenced, by either the Contractor or the Owner, until the arbitration proceedings have been dispensed with. The Contractor shall not cause a delay of the Work while the arbitration proceedings are pending or in progress.

GC-9 DELAYS

The Contractor will not be compensated for any additional costs resulting from delays in the performance of the Work by weather, labour disputes, strikes, lock-outs, fire, or delay by common carriers and nor shall the completion dates be changed due to these reasons.

If the Contractor is delayed in the performance of the Work, due to actions by the Owner or the Engineer, he shall be compensated for any additional costs thereby incurred and the completion date shall be changed accordingly. The amount of the compensation and the extent of change in completion date shall be determined by the Engineer.

If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by a court, or other public authority, as a result of any act or fault of the Contractor, or of anyone employed by it directly or indirectly, then the Contractor shall not be entitled to claim compensation for additional costs thereby incurred and the completion date shall not be changed.

GC-10 OWNER'S RIGHT TO DO WORK

If the Contractor fails to perform in accordance with the terms of the Contract Documents, then the Owner, subject to confirmation by the Engineer that these conditions exist, may notify the Contractor and his Surety in writing that the Contractor is in default of his contractual obligations and instruct him to correct the default within five (5) working days.

If the Contractor fails to comply with these provisions, the Owner may, without prejudice to any other right, or remedy it may have, correct such default and may deduct the cost thereof from the payment then, or thereafter due the Contractor, provided however, that the Engineer shall, in the first instance, determine that both the corrective action and the amount subsequently charged to the Contractor are reasonable.

GC-11 OWNER'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

If any of the following conditions exist, the Owner shall by a written notice, instruct the Contractor to correct the default within five (5) working days. If the default is not corrected during this period, the Owner may, without prejudice to any other right, or remedy he may have, terminate the contract. If the Contractor should:

- persistently disregard laws, ordinances or the Engineer's instructions;
- be adjudged bankrupt;
- have a Receiver appointed on account of his insolvency;
- make general assignment for the benefit of his creditors;
- fail to make sufficient payments due to his Subcontractors or Material Suppliers;
- abandon the Work or fail to adhere to the Work Schedule to an extent that there is danger of failing to meet Completion dates;
- otherwise violate the fundamental conditions of the Contract.

If the Owner terminates the Contract under the conditions set out above, he shall be entitled to take possession of the premises and products and seize and utilize the construction machinery and equipment and finish the Work by whatever method he may deem expedient, but without undue delay, or expense. He may also withhold any further payments to the Contractor, until the Work is finished.

Upon completion of the Work, the Owner shall determine the full cost of finishing the Work as certified by the Engineer, including compensation to the Engineer for his additional services, and charge the Contractor, or his Surety, the amount by which the full cost exceeds the unpaid balance of the Contract Price. If such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference. On expiry of the Guarantee Period, the Owner may charge the Contractor, or his Surety, the cost of corrections required under the Guarantee.

GC-12 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped, or otherwise delayed, for a period of ninety(90) days, or more, under an order of any Court of public authority through no act, or fault of the Contractor, or if the Owner should be adjudged bankrupt, or if the Engineer fails to issue Progress Payment Certificates in accordance with the General Conditions, then the Contractor may notify the Owner in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations.

Such written notice shall advise the Owner that if such default is not corrected within fourteen (14) days from the receipt of the written notice, the Contractor may, without prejudice to any other right or remedy he may have, stop the Work and hold the Owner in default.

If the Contractor holds the Owner in default of the Contract, under the conditions set out above, he shall be entitled to terminate the Contract and he shall be paid for all work performed and for any loss sustained upon products and construction machinery and equipment, with reasonable profit.

GC-13 ASSIGNMENT

Neither party to the Contract shall assign his rights under the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld.

GC-14 CHANGES IN THE WORK

The Owner may, as the need arises, order changes in the Work through additions, deletions, modifications, or variations without invalidating the Contract, or without notice to the Contractor's Surety. The value, if any, of such changes shall be taken into account in ascertaining the final

amount of the Contract Price. All such extra work shall be executed under the conditions of the Contract supplemented, where necessary, for varying conditions.

No extra work, or change, shall be made, unless pursuant to a written Field Order and no payment for extra work shall be made unless authorized by a Change Order.

The value of increase, or decrease, in work shall be determined by, either the unit prices named in the Contract, or through a Change Order, where unit prices have not been tendered.

GC-15 CHANGE ORDER FOR EXTRA WORK

1. When there is an increase, or decrease, in the Work not covered by Contract Unit Prices, it shall be covered through a Change Order. The value of such Work may be determined either by:
 - Agreement between the Owner and the Contractor; or
 - On the basis of actual costs to the Contractor of the materials and labour including additional payroll costs covering Worker's Compensation, Unemployment Insurance, Holiday Pay, Statutory Holidays and such other payroll costs as may be mandatory according to the laws of the province in which the Work is being carried out, plus twenty per cent (20%) to cover the use of tools, office expense, overhead and Contractor's profit. The services of superintendents, timekeepers and the like shall be deemed to be included in overhead.
 - Labour costs shall be actual hours worked at payroll rates plus the additional payroll burden not exceeding twenty per cent (20%) of direct wages. Equipment rental shall be at rates quoted on the tender form or, in the absence of such rates, at the current provincial government Ministry of Highways and Transportation approved rates.
 - For equipment which has to be brought in for the specific purpose, transportation costs will be paid. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only.
2. When a Change Order involves work by a Subcontractor, the payment for materials and services shall be similar to that for the Contractor. The Contractor shall be entitled to a fee of ten per cent (10%) for general supervision.
3. When work is being done on a cost basis, the Contractor shall submit, to the Engineer daily, an account in triplicate for work done on the preceding day. The account shall include the man hours, equipment hours and materials used. The Engineer shall, each day, check the account and if it is numerically correct, he shall sign the three copies and return one signed copy to the Contractor. Only those items which are eligible, in accordance with these specifications, shall be certified for payment by a Change Order.

If on any day, the Contractor fails to submit an account of work done on a cost basis, the Engineer shall prepare the account and this shall be used as the basis for payment for that portion of the work and no payment will be made for any account subsequently submitted by the Contractor for that portion of the Work.

4. The Performance Bond shall be extended to cover Extra Work and the guarantee period shall apply to this Work.
5. If the Contractor claims that any instruction by drawings, or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof immediately and he

shall then follow the Engineer's instructions regarding proceeding with the Work in question. No such claim shall be valid, unless so made. If the Contractor's claim is approved, it shall be paid.

GC-16 PAYMENTS

Payment for materials, labour and equipment shall be as set forth in the Contract Documents. At the end of each month, the Engineer will calculate all progress payments and prepare certificates for approval and payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of Work completed, as determined by the Engineer. Where a lump sum price applies, payment will be calculated on the basis of the Engineer's estimated percentage of Work completed. Extra Work payments will be added to the monthly progress payments.

The Owner shall, on or about the twentieth (20th) day of each month, make payment on account of the Contract to the extent of ninety per cent (90%) of the value of the labour and materials incorporated into the Work, up to the last day of the previous payments. The Owner will retain the balance of ten per cent (10%) of the value of the labour and materials incorporated into the Work, up to the last day of the previous payments. The Owner will retain the balance of ten per cent (10%) of the value of the Work done in compliance with the requirements of the Builder's Lien Act. The monthly estimates shall not bind the Owner in any manner in the preparation of the final estimate of the Work done, but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the Work, or as a release, of the Contractor from his responsibility therefore.

The Owner may withhold, or, on account of subsequently discovered evidence, nullify the whole, or part, of any progress payment certificate to such an extent as may be necessary to protect himself from loss on account of the following:

- a) The Contractor not making satisfactory progress in the opinion of the Engineer;
- b) Defective Work not remedied;
- c) Claims filed, or reasonable evidence indicating probable filing of claims against the Owner, or the Contractor;
- d) Failure of the Contractor to make payment properly to Subcontractors, or for material, or for labour;
- e) Damage to another utility, or Contractor;
- f) Any other evidence of loss or danger of loss by the Owner, on account of the Contractor's operations.

GC-17 COMPLETION CERTIFICATES

Upon receipt of a written notice from the Contractor stating that the Work is substantially complete and ready for inspection (accompanied by a list of the known deficiencies) the Engineer shall promptly make the required inspection and when he finds the Work to be at least ninety eight per cent (98%) complete and available for the use that it was intended for, he shall issue a Substantial Completion Certificate to the Contractor. This Certificate shall state that the Work provided for under the Contract has been substantially completed and that the Work may be used for the purpose for which it was intended.

Should the Work not be deemed substantially complete by the Engineer, a written notice will be given to the Contractor stating the deficiency corrections required for substantial completion.

Once the project has been deemed substantially complete by the Engineer, the Builder's Lien period will start.

A deficiency holdback amount equal to twice the Engineer's estimate of the value of the works remaining after substantial completion has been given, will be retained until the Construction Completion Certificate has been issued.

Upon completion of all project related work items, the Contractor shall notify the Engineer in writing that the project is one hundred per cent (100%) complete and request a Construction Completion Certificate for the project. Upon a satisfactory inspection of the Works, the Engineer shall prepare and forward a Construction Completion Certificate to the Owner and to the local approving agencies, for their acceptance of the project and signature on the noted Certificate.

GC-18 HOLDBACK RELEASE

The ten per cent (10%) holdback payments shall be made after the following conditions have been met:

- a) A substantial Completion Certificate has been issued;
- b) A Statutory Declaration has been filed with the Engineer by the Contractor certifying that all materials, labour, subcontractor and material supplier claims incurred, directly or indirectly on account of the Works have been fully paid by the Contractor and that no lien exists against the premises or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Agreement. The declaration shall be filed forty five (45) days after the date of issuance of a Substantial Completion Certificate.
- c) A statement has been filed with the Engineer from the Worker's Compensation Board certifying that all assessments due by the Contractor have been paid.
- d) The Contractor has filed, with the Engineer, a statement that all claims and demands for extra work, or otherwise, have been submitted, this establishing the amount of the Final Payment.

GC-19 FINAL PAYMENT

The final payment shall be made after the issuance of the Construction Completion Certificate and the Contractor has provided, to the Engineer, all required invoices, project diaries, required reports and manuals.

The Engineer's inspection upon, completion, of the Work and issuance of the Construction Completion Certificate, or Final Payment, is not acceptance of the Work, nor shall these acts, by the Engineer, prejudice any requirements of the Contract, nor operate to relieve the Contractor of any of his responsibilities thereunder.

GC-20 GUARANTEE PERIOD

The Guarantee Period shall begin on the date specified in the Substantial Completion Certificate and shall end on the date of the Final Acceptance Certificate. The duration of the Guarantee Period shall be one year.

The Contractor shall correct, at its own expense, any defects in the Work due to faulty products, or workmanship, appearing within the Guarantee Period. Once the Owner has notified the Contractor

in writing of any such defects, the Contractor must make the necessary repairs, or corrections, with ten (10) days. Failure to comply with this requirement will result in the Owner executing the repairs and the costs thereof will be the responsibility of the Contractor, or his Surety. The Owner reserves the right to perform any emergency repairs that become necessary.

GC-21 FINAL ACCEPTANCE CERTIFICATE

Upon the expiration of the one (1) year Guarantee Period and the successful conclusion of tests and satisfactory performance under operating conditions meeting the performance warranty, or the requirements of maintenance, as the case may be, the Owner, or the Engineer on his behalf, shall accept the Works whereupon the Final Acceptance Certificate shall be issued.

No certificate, other than the Final Acceptance Certificate, shall be deemed to constitute acceptance of any work, or other matter, in respect of which it is issued, or be taken as an acceptance of the due performance of the Contract or of any part thereof, or the accuracy of any claim, or demand, by the Contractor; or of additional, or varied, work having been ordered by the Owner, nor shall any other certificate conclude, or prejudice, any of the powers of the Engineer.

The issuance of the Final Acceptance Certificate shall not release the Contractor from responsibilities for latent defects in his Works, or materials, for which the Contractor may in future be found liable in a court of law, or otherwise.

GC-22 TAXES AND DUTIES

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

The Owner of the Project may be entitled to a rebate of Goods and Services Tax incorporated into the Project. The Contractor is directed to indicate, by a separate line - item on all requests for payment the total amount of Goods and Services Tax included.

If additional documentation is required by the regulatory authorities to justify rebate requests by the Owner, the goods and services providers shall make available the required information to complete such claims.

GC-23 PATENT FEES

The Contractor shall pay all royalties and patent licence fees required for the performance of the Contract. He shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement, of any patent of invention, by the Contractor, or anyone for whose acts he may be liable.

GC-24 LEGAL SURVEYS, EASEMENTS AND RIGHTS-OF-WAY

- a) The Laws and Regulations of the place where the Work is performed shall govern.
- b) The Contractor shall make all arrangements with local authorities, operating departments, railway and highway officials, utility and service companies and such like, for detours, crossings, traffic control and similar requirements relating to performance of the Work and he shall at his own cost observe their requirements and regulations.

GC-25 COMPLIANCE WITH STATUTES AND REGULATIONS

The Contractor shall conform in all respects to the provisions of all laws, ordinance, bylaws and regulations in any manner affecting those engaged, or employed in the Works or temporary Works, or applicable to the Works in any way whatsoever.

The Contractor shall obtain and provide all the required licenses and permits required for the proper execution of the Works.

The Contractor shall keep the Owner indemnified against all penalties and liability of every kind for breach of any such law, ordinance, bylaw, or regulation.

The Contractor shall ensure compliance on his part and on the part of all of his Subcontractors with the Worker's Compensation Act and Regulations there under.

GC-26 INSURANCE

The Contractor shall indemnify and save harmless the Owner, his officers, employees, agents and invitees from all claims, demands, debts, suits, actions, causes of action and liability whatsoever from any and all loss, damage, injury, death, infringement, costs and expenses which the Owner may be liable for, pay, sustain or incur and caused by or indirectly arising from, or out of or in consequence of, the construction and maintenance of the Works.

Furthermore, the Contractor shall provide, maintain and pay for the insurance coverages listed hereunder unless otherwise stipulated:

a) **General Liability Insurance**

General Liability Insurance shall be in the joint names of the Contractor, the Owner and the Engineer and shall include a Cross-Liability Clause with limits of not less than three million dollars (\$3,000,000.00) inclusive per occurrence for bodily injury, death, damage to property including loss of use thereof, with a Property Damage deductible.

This insurance shall be maintained continuously from the commencement of the Work until twelve (12) months following the date of issue of the Substantial Completion Certificate of the Work.

If the Insurance Policy contains any exclusions pertaining to the undermentioned operations and such operations are to be performed by the Contractor or anyone on his behalf, then such exclusions are to be deleted.

- (i) The use of explosives for blasting; or
- (ii) Vibration from pile driving or caisson work; or
- (iii) The removal or weakening of support of any property, buildings or land whether such support be natural or otherwise; or
- (iv) Excavations; or

(v) Demolitions.

The policy shall contain a clause stating that "This policy will not be cancelled, or materially changed, without the insurer giving at least thirty (30) days' notice, by registered mail, to the Owner". Certified copies of this policy shall be filed by the Contractor with the Owner prior to commencement of the Work. Wherever the word "Owner" or "Engineer" is to appear in these policies, the legal name shall be inserted.

b) **Automobile Liability Insurance**

The Contractor shall buy and keep in force, until all conditions of the contract have been fully complied with, an automobile policy covering all licensed vehicles owned by him, registered in his name, or leased to him. Such insurance shall include liability insurance for the following minimum limits:

Bodily Injury and Property Damage - \$3,000,000.00 inclusive.

The Contractor shall furnish proof of insurance prior to commencement of the Work.

The Contractor shall buy and keep in force until all conditions of the Contract have been fully complied with, a non-owned automobile policy. Such insurance shall be for the following limits:

Bodily Injury and Property Damage - \$3,000,000.00 inclusive.

The Contractor shall furnish proof of insurance prior to the commencement of the Work.

c) **Builder's Risk Insurance**

The Contractor shall, before commencing the Works, arrange insurance in the amount of not less than 100% of the Contract Price in the Joint names of the Owner, the Engineer and the Contractor covering loss or damage to the Works, Temporary Works and all materials and supplies delivered to the site or in transit thereto, in the form, amended as required for the description of the Work, provided by the Insurer's Advisory Office, entitled Specific Single Builder's Risk "All Risks" Property Damage Insurance or equivalent. The deductible amount specified in the Insurance Policy shall not exceed one per cent (1%) of the amount insured at the site of the Work. Prior to commencement of any work the Contractor shall file with the Owner a copy of the insurance policy. Such insurance shall be maintained continuously until thirty (30) days after issuance by the Engineer of the Construction Completion Certificate and readiness for use or occupancy, after which date the Owner shall resume responsibility for insuring the whole Work.

The policy shall contain a clause stating that: "This policy will not be cancelled or materially changed without the Insurer giving at least thirty (30) days' notice by registered mail to the Owner". Wherever the word "Owner" or "Engineer" is to appear, the legal name shall be inserted.

GC-27 PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuous adequate protection of all his Work from damage and shall take all reasonable precautions to protect the Owner's property and adjacent property from all injury arising in connection with this Contract. He shall make good any damage, or injury, to the Work and shall make good any damage, or injury, to the other property of the Owner resulting from the lack of reasonable protective precautions. He shall not be responsible, however, for any damage, or injury, to the Work and to other property of the Owner which may be directly due to errors in the Contract Documents, or caused by the Owner, his agents, or employees, or from any

work, or risk, which the Owner has expressly agreed to insure, provided the Contractor has taken reasonable protective precautions. He shall adequately protect adjacent property as required by law and/or the Contract Documents.

GC-28 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

The Contractor shall have complete control of the Work. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer any error, inconsistency, or omission he may discover.

Although the Engineer may agree to special methods of carrying out the Work, the Contractor will not be relieved of his responsibility for the result. The Engineer's agreement with such special methods shall not constitute grounds for claims by the Contractor for any additional payment, nor for relief of his responsibility for the methods used.

GC-29 INSPECTION OF THE WORK

The Owner, or the Engineer on his behalf, and their representatives, shall at all times have access to the Work wherever it is in preparation and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Engineer's instructions, the laws, or the bylaws of any public authority require any Work to be specially tested, or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and if the inspection is by an authority other than that of the Engineer, of the date and time fixed for such inspection. Inspections by the Engineer shall be promptly made. If any such Work should be covered up without approval, or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and made good at the Contractor's expense. Re-examination of questioned Work may be ordered by the Engineer. If such Work is found not to be in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.

The Engineer shall inspect the Work in the Owner's interest for the purpose of promoting effective completion of the project and such inspection, or lack of it, shall not relieve the Contractor of his responsibility to perform the Work in accordance with the Contract.

GC-30 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give, or provide, all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.

The Contractor, or a competent and authorized representative, satisfactory to the Engineer, is to be constantly on the Works during working hours and shall give his whole time to the superintendence

of the same. Any explanations, orders, instructions, directions and requests given by the Engineer to the Contractor's site representative shall be held to have been given to the Contractor.

GC-31 CONTRACTOR'S EMPLOYEES

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, religion, or origin.

Wages and hours of labour employed shall be in accordance with Federal, Provincial, or Territorial enactments with respect to wages and payment of wages.

The Contractor shall provide and employ on the site, in connection with the execution and maintenance of the Works, only such technical assistants as are skilled and experienced in their respective callings and such foremen as are competent to give proper supervision to the Work they are required to supervise and such skilled, semiskilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

The Engineer shall be at liberty to require the Contractor to remove forthwith from the Works any person employed by the Contractor in, or about, the execution, or maintenance of the Works who, in the opinion of the Engineer, is incompetent, or unsatisfactory, in any way and such person shall not be again employed upon the Works without the written permission of the Engineer.

GC-32 SUPPLY OF PLANT, MATERIAL AND LABOUR BY THE CONTRACTOR

Except where otherwise specified, the Contractor shall, at his own expense, provide all labour, materials, water, fuel, machinery, power, tools, implements, boats, pumps and all appliances together with all necessary facilities for moving and transporting same and all storage grounds, sheds and offices requisite for the satisfactory completion and maintenance of the Works. The Contractor is prohibited from removing any plant, material, or any part thereof from the site during the progress of the Work without the written consent of the Engineer. No advance of money will be made to the Contractor on plant delivered to the site and such allowance will only be made on materials which, in the opinion of the Engineer, have reasonably been delivered to the site for early incorporation in the permanent Works and for which adequate and proper storage facilities have been provided.

The Contractor alone shall, at all times, be responsible for the safety, adequacy, efficiency and sufficiency of his plant and his method of prosecuting the Work under this Contract.

Where, in the Specifications, or on the drawings, any material, equipment, or method is specified, the Contractor may not use another material, equipment, or method unless the Engineer shall have issued a Field Order to the Contractor authorizing the use. The Contractor shall submit in writing an application for approval to the Engineer. All submissions shall be accompanied by sufficient data including the following:

- a) Delivery
- b) Manufacturer
- c) Technical Data and Specifications
- d) Specified material, method or equipment for which the alternative is submitted for approval
- e) Prices in relation to the material, method or equipment specified originally.

Where required by the Engineer, samples shall be submitted.

GC-33 OWNER SUPPLIED MATERIAL

The Owner will provide only the materials specifically listed under the various sections of the specifications as being provided by the Owner. It shall be the Contractor's responsibility to arrange for delivery and storage of these materials in accordance with his work schedule.

The Contractor's responsibility for material supplied by the Owner shall begin at their time and place of delivery to the Contractor. Materials already on the site shall become the Contractor's responsibility fourteen (14) days after award of the Contract, or upon the arrival of the Contractor's forces on the site, whichever occurs first.

The Contractor and the Engineer shall jointly examine material supplied by the Owner at the time and place of delivery to the Contractor. They shall prepare a statement of acceptance specifically noting defective material and rejecting any such defective material. The Contractor shall sign the statement of acceptance of materials into his charge. Any material furnished by the Owner and installed by the Contractor without discovery of such defects will, if found defective prior to final acceptance of the Work, be replaced with sound material by the Contractor. The Contractor shall, at his own expense, furnish new, sound material, supplies, labour and facilities necessary to remove said defective material and install the new, sound material in accordance with the specifications and in a manner satisfactory to the Engineer.

GC-34 STORAGE FACILITIES AND USE OF PREMISES

The Contractor, without any charge, may have the use of whatever facilities and areas as the Owner may be willing and able to designate for the storage of material and plant for the Work. If the Contractor requires additional facilities, or areas, he shall make all necessary arrangements with the Owners of other suitable facilities, or areas, and shall pay any rental costs and for all damages caused by his occupancy. The Contractor shall furnish releases acceptable to the Owner signed by the Owners of such facilities, or areas, before Final Payment is made to him under the Contract.

The Contractor shall enforce statutory and the Owner's regulations regarding signs, advertisements, fires, smoking and storage of flammable material on any property and in any building. He shall not allow any part of a structure to be loaded in any way that will endanger the safety of the structure.

GC-35 SHOP DRAWINGS AND SAMPLES

The Contractor shall furnish to the Engineer five (5) sets of all shop, detail and setting drawings, or diagrams, which the Engineer may deem necessary in order to clarify the details of the Work. The Contractor shall make any changes in such drawings, or diagrams, which the Engineer may require consistent with the Contract and shall submit five copies of the revised prints to the Engineer for review, two of which shall be returned to the Contractor after review by the Engineer. This review by the Engineer is for the sole purpose of ascertaining conformance with the general design concept and shall not mean that the Engineer approves the detailed design inherent in the drawings, which responsibility shall remain with the Contractor.

When submitting such shop and setting drawings the Contractor shall notify the Engineer in writing of changes made therein from the Engineer's Drawings, or Specifications. The Engineer's review of such drawings, or of the revised drawings, shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's Drawings, or Specifications not covered by the Contractor's written notification to the Engineer.

The Contractor is responsible for confirming and correlating dimensions at the job site, for information that pertains solely to fabrication processes, or to techniques of construction and installation.

Where required, the Contractor shall submit manufacturers' samples of the Engineer's approval. Samples shall be clearly labelled as to origin and intended use and shall conform to the requirements of the Contract Documents.

GC-36 STANDARD SPECIFICATIONS

Wherever standard specifications (e.g., AWWA, CGSB, etc.) are referred to in the Contract Documents the current edition at the date of tender closing shall be deemed to apply.

GC-37 WORK SCHEDULE

The Contractor shall submit to the Engineer, in a timely manner, a Work Schedule in bar chart, or other form acceptable to the Engineer, which shall show the order in which the Contractor proposes to carry out the Work, dates at which the Contractor proposes to start the parts of the Work and the estimated dates of completion of the parts, all in accordance with Article CA-5 of the Contract Agreement. Failure to submit a Work Schedule to the Engineer's satisfaction shall be cause for withholding approved Progress Payments, at the Engineer's discretion.

GC-38 REJECTED WORK

Work which has been rejected by the Engineer, because it fails to conform to the Contract Documents, because of poor workmanship, use of defective materials, or damage through carelessness, or other act, or omission, of the Contractor, whether it is incorporated in the Works, or not, shall be removed promptly from the site of the Works by the Contractor and replaced, or re-executed, promptly at his expense. Other Contractors' work destroyed, or damaged, by such removals, or replacements, shall be repaired, or replaced, at the Engineer's discretion, promptly at the Contractor's expense.

If, in the opinion of the Engineer, it is not expedient to correct defective Work, or Work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract. The difference shall be determined by the Engineer in the first instance.

GC-39 USE OF COMPLETED PORTIONS OF THE WORK

The Owner may take possession of and/or have the use of any completed, or partially completed portion of the Work, whether, or not, the time for completing the entire Works, or portions of the Work have expired. Such taking possession of, or use, shall not be deemed acceptance of the Work. If prior possession, or use, increases the cost of the Work, the Contractor shall be entitled to

such compensation as the Engineer in the first instance may determine. Such shall not be the case if early possession has been stipulated in the Contract Documents.

GC-40 CLEANUP

The Contractor shall maintain the site of the Works and any other areas under its control in a tidy manner throughout the construction period. When the Works are fully completed, the Contractor shall promptly remove all surplus products, tools, construction machinery and equipment. He shall also remove any waste products and debris, other than that generated by the Owner, other Contractors, or their employees. He shall generally leave the Work site in a neat and orderly condition to the satisfaction of the Owner.

GC-41 LIQUIDATED DAMAGES

Failure of the Contractor to complete the Work within the time specified in the Contract Agreement shall entitle the Owner, in addition to any other damages recoverable, to recover from the Contractor the actual cost of the engineering services for the period between the specified time for completion and the actual completion of the Works. Such recovery of costs by the Owner may be effected by deduction from monies owed to the Contractor.

SUPPLEMENTARY CONDITIONS

SC-1 GENERAL

The following Supplementary Conditions modify, change, delete or add to the General Conditions of the CCDC - 2 2008 Contract. Where any part of the General Conditions is modified or voided by these clauses, the unaltered provisions of that part shall remain in effect.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC-2 Add:

2.3.8 Should the Consultant be required to make more than one review of rejected work or should the Consultant perform additional reviews due to failure of the Work to comply with the application for status of completion made by the Contractor, the Contractor is required to compensate the Owner for such additional Consultant services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

GC 3.1 CONTROL OF THE WORK

SC-3 Add:

3.1.3 The Site will remain in use throughout the duration of the Work and may be occupied by students and staff.

1. Exercise extreme caution whilst on-site to prevent injury and incident.
2. Refrain from swearing, using profane language, or making racist remarks which might be overheard by students, staff and visitors.
3. Observe the Owner's building and building site **"no smoking"** policies.

SC-4 Add:

3.1.4 The Contractor shall assume all responsibility for ensuring that any work, including those under the employ of subcontractors and suppliers, having unsupervised access to children through their work be cleared for such work based on a criminal record check through the Ministry of Public Safety and Solicitor General.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC-5 Delete in its entirety and **replace** with:

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:

1. provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*.

SC-6 Add:

3.2.3.4 As it applies to the applicable health and construction safety legislation at the Place of the Work the Contractor shall assume overall responsibility and be designated as the "Prime Contractor."

GC 3.6 SUPERVISION

SC-7 Delete in its entirety and **replace** with:

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed Contractor representative shall not be changed except for valid reason. The appointed Contractor representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC-8 Delete in its entirety and **replace** with:

5.2.4 The *Contractor* shall submit Attachment 1 of the Supplemental Conditions to the *Consultant*, at least 15 calendar days before the first application for payment. Attachment 1 defines the parts of the *Work* and will be used to facilitate the evaluation of the applications for payment. The total value of the parts of *Work* in Attachment 1 shall be equal to the *Contract Price*. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.

SC-9 Add:

5.2.8 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Consultant*.

SC-10 Add:

5.2.9 The *Contractor* shall with every application for payment subsequent to the first, submit a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia.

GC 5.3 PROGRESS PAYMENT

SC-11 Delete in its entirety and **replace** with:

5.3.1.3 The Owner shall make payment to the Contractor, on account, in the amount certified by the Consultant as provided in Article A-5 of the Agreement- PAYMENT, on or before the later of: twenty calendar days after receipt by the Consultant of the application for payment, or twenty-eight calendar days after the last day of the payment period for which the Contractor's application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC-12 Add:

5.4.4 Subject to the requirements of the Builders Lien Act relative to the date of issuance by the Consultant of the certificate of completion pursuant to paragraph 5.4.2:

1. the Consultant shall issue to the Owner and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less: 1. twice the value of any deficiencies shown on the comprehensive list of items to be completed or corrected as in GC 5.4.1, as determined by the Consultant.
2. the value of incomplete work as determined by the Consultant; and
3. the amounts of all previous certificates of payment.
4. The Owner shall make payment to the Contractor in accordance with the provisions of GC 5.3.1.3

SC-13 Add:

5.4.5 The Owner reserves the right to take possession of and use completed or partially completed portion of the Work, in addition to occupancy conditions included in the Contract, providing:

1. the portion of the Work is ready to be used for the purpose intended, to the satisfaction of the Consultant and authorities having jurisdiction; and
2. the Owner's possession and use do not interfere with the Contractor's Work; and
3. the Consultant conducts a review prior to possession by the Owner; and
4. any extra costs are borne by the Owner, subject to the provisions of GC 6.5 Delays.

SC-14 Add:

5.4.6 An application for Substantial Performance of the Work shall be deemed complete only if submitted with required supporting documentation, including those requirements in GC 5.2.8, as determined by the Consultant.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC-15 Add:

5.5.1.3 When applying for release of holdback, the Contractor shall submit a current CCDC 9B Statutory Declaration of Progress Payment Distribution by Subcontractor from each of the Subcontractors and a Worker's Compensation Board Letter of Good Standing.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

SC-16 Add:

5.6.4 An application for progressive release of holdback will not be considered complete until all related documentation required for the Consultant's review is received, including those requirements in GC 5.2.8.

GC 5.7 FINAL PAYMENT

SC-17 Delete in its entirety and **replace** with:

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

SC-18 Add:

5.7.5 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

GC 6.2 CHANGE ORDER

SC-19 Add:

6.2.3 The following shall determine Contractor markup on Change Orders by percentage:

1. To the cost of the Work performed by the Contractor directly, the Contractor may add a maximum of 20% markup for overhead and profit combined.
2. To the cost of the Work performed by Subcontractors for the Contractor, before the Subcontractor's markup, the Contractor may add a maximum of 10% markup for overhead and profit combined.
3. On Work deleted from the Contract, not covered by unit prices, the credit to the Owner shall be the cost of the Work as set out in GC 6.3 - CHANGE DIRECTIVE, article 6.3.7.
4. For a detailed list of what the Contractor may include in the cost of the work before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.

GC 6.5 DELAYS

SC-20 Delete in its entirety and **replace** with:

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

1. labour disputes, strikes, lockouts (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound)
2. fire, unusual delay by common carriers or unavoidable casualties,
3. abnormally adverse local weather conditions, or
4. any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

SC-21 Add:

6.5.6 The party making the claim shall submit to the *Consultant*, within 10 Working Days, a detailed account of the *Contract Time* extension claimed and the grounds upon which the claim is based complete with required supporting documentation as determined by the *Consultant*.

SC-22 Add:

6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:

1. Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
2. The *Consultant* will promptly give Notice in Writing of such determination to the *Owner* and the *Contractor*.
3. The *Contractor* shall then promptly give the *Owner* and the *Consultant* Notice in Writing of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the work.
4. The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC-23 Delete in its entirety and **replace** with:

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant* in no case more than 10 Working Days from the event or series of events giving rise to the claim.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC-24 Delete in its entirety and **replace** with:

10.2.2 The Owner shall obtain and pay for development approvals, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the Contractor.

SC-25 Delete in its entirety and **replace** with:

10.2.3 The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement.

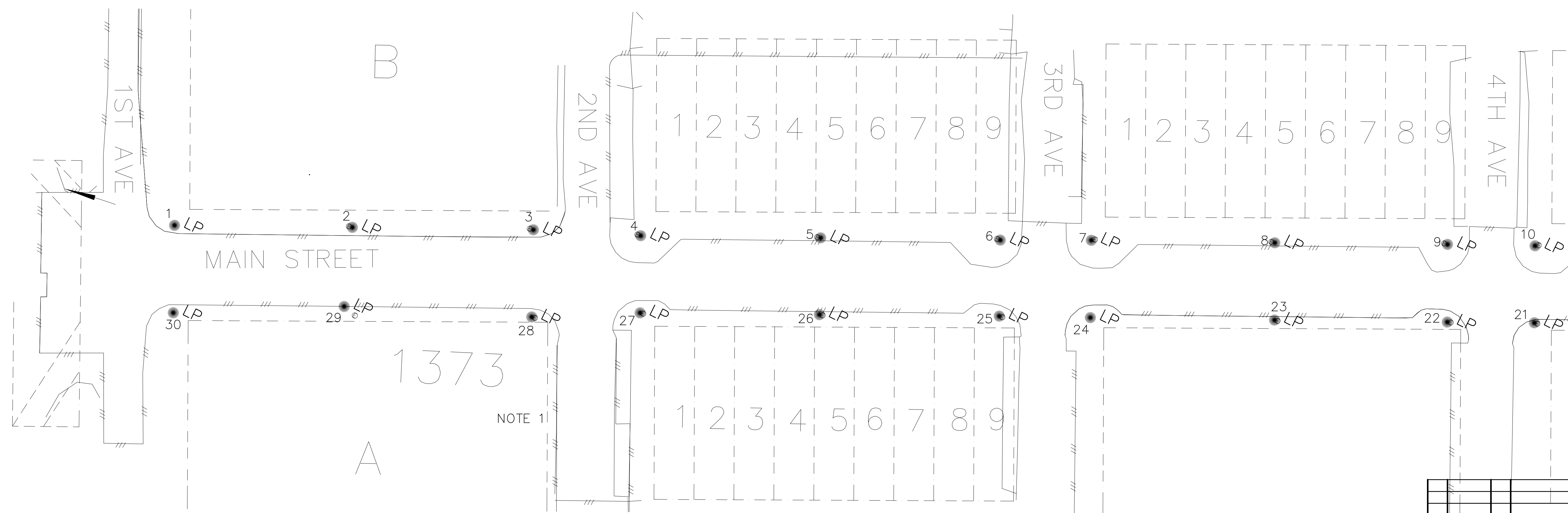
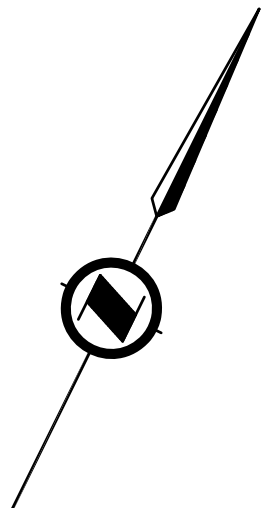
SC-26 Add:

10.2.5 The Contractor shall provide to the Consultant copies of all inspection reports from the various authorities having jurisdiction within two Working Days of their receipt.

GC 10.4 WORKERS' COMPENSATION

SC-27 Add:

10.4.3 The Contractor is formally designated as the "Prime Contractor."



POLE LOCATION NOTES:

1. THIS LIGHT FIXTURE LOCATION MUST REMAIN AS CLOSE AS POSSIBLE TO THE EXISTING AS IT IS THE LOCATION OF THE SUN. (REFER TO PAVEMENT MARKINGS ONSITE).
2. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX. FENCE WILL SHIFT 1000mm NORTH PRIOR TO CONTRACTOR MOBILIZING TO SITE.
3. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX. FENCE WILL SHIFT 1000mm NORTH PRIOR TO CONTRACTOR MOBILIZING TO SITE.
4. NEW LOCATION 1500mm CLOSER TO STREET (SOUTH). REMOVE JUNCTION BOX.
5. NEW LOCATION WHERE EXISTING JUNCTION BOX IS TO ALIGN BETTER WITH PARKING STALLS. REMOVE JUNCTION BOX.
6. NEW LOCATION 1500MM CLOSER TO STREET (SOUTH) TO ALIGN WITH POLE 7. REMOVE JUNCTION BOX.
7. NEW LOCATION 1500MM CLOSER TO STREET (SOUTH) TO ALIGN WITH POLE 6. REMOVE JUNCTION BOX.
8. NEW LOCATION TO MATCH EXISTING. (LINES WILL BE RE-PAINTED TO BETTER ALIGN LIGHTING AND PARKING). REMOVE JUNCTION BOX.
9. NEW LOCATION 1500MM CLOSER TO STREET (SOUTH) TO ALIGN WITH POLE 10. REMOVE JUNCTION BOX.
22. NEW LOCATION SHIFTED NORTH TO ALIGN WITH POLE 9. REMOVE JUNCTION BOX.
23. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
24. NEW LOCATION SHIFTED TO ALIGN WITH POLE 7. REMOVE JUNCTION BOX.
25. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
26. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
27. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
28. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
29. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX. NOTE THAT THIS POLE IS IN THE VICINITY OF A HISTORICAL PATH AND GROUND DISTURBANCE MUST BE KEPT TO A MINIMUM.
30. NEW POLE LOCATION SHIFTED 1000mm SOUTH, AWAY FROM THE STREET. NOTE THAT THIS POLE IS IN THE VICINITY OF A HISTORICAL PATH AND GROUND DISTURBANCE MUST BE KEPT TO A MINIMUM.

GENERAL NOTES:

1. APPROXIMATE LOCATION OF EXISTING LIGHTING ELECTRICAL PANEL. AT THIS LOCATION PROVIDE A 16X16X8 WEATHERPROOF BOX WITH HEATING STRIP TO MAINTAIN +10degC IN THE BOX. INSTALL OWNER PROVIDED "PHAROS" LIGHTING CONTROL SYSTEM IN THIS CABINET WITH ALL REQUIRED POWER AND CONTROL WIRING.
2. ALL POWER WIRING IS TO BE REPLACED, MINIMUM #10 AWG TO BE INSTALLED FOR POWER SUPPLY TO LIGHTS AND POLE TOP RECEPTACLES.
3. POLES 1,2,3,28,29,30 ALL HAVE COLOR CHANGING SPOT LIGHTS IN ADDITION TO THE STREETLIGHT. PROVIDE 6-#14 DMX WIRING FROM WEATHERPROOF CONTROL PANEL BOX TO EACH LIGHT. DAISY CHAIN 1,2,3 AND 28,29,30.
4. REPAIR ALL DAMAGED CONCRETE SIDEWALK AND CURB TO TYPICAL MMCD STANDARDS. REPAIRS FOR NEW DAMAGE DUE TO BASE INSTALLATION AND JB REMOVAL. EXISTING DAMAGE IS NOT REQUIRED TO BE REPAIRED.

Rev.	Date	By	Description
1	21JUL22	NRS	ISSUED FOR OWNER REVIEW

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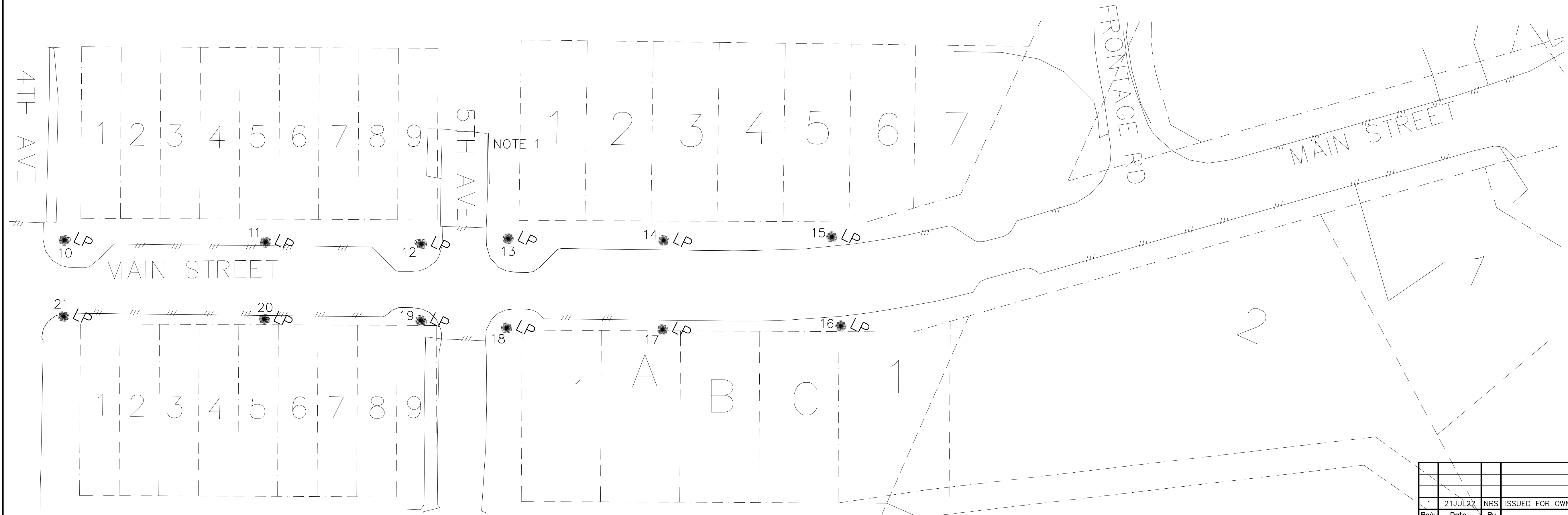
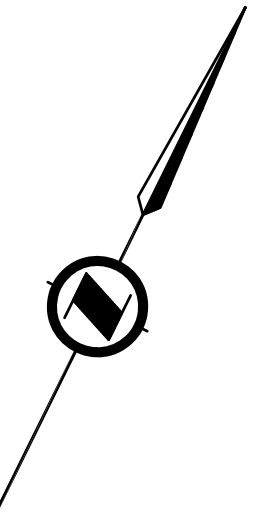
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VILLAGE OF MCBRIDE
 MAIN STREET DECORATIVE
 STREET LIGHTING REPLACEMENT

Date	Scale	Project No.	Drawing No.	Sheet
JULY 2022	1:500	n2865	E1	of 2



POLE LOCATION NOTES:

10. NEW LOCATION 1500mm CLOSER TO STREET (SOUTH). REMOVE JUNCTION BOX.
11. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
12. NEW POLE LOCATION 1500mm CLOSER TO STREET (SOUTH). REMOVE JUNCTION BOX.
13. NEW POLE LOCATION TO MATCH EXISTING. JUNCTION BOX TO REMAIN.
14. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
15. NEW POLE LOCATION TO MATCH EXISTING. NO BOX EXISTING AT THIS LOCATION. STUB CONDUIT EAST FOR FUTURE LIGHTING EXTENSION.
16. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX. STUB CONDUIT EAST FOR FUTURE LIGHTING EXTENSION.
17. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
18. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX. EXISTING OBSOLETE CONDUIT MAY BE FOUND BELOW GRADE AND CAN BE ABANDONED.
19. NEW POLE LOCATION SHIFTED WEST TO ALIGN WITH POLE 12. LOCATE AT FLAT SECTION OF SIDEWALK. REMOVE JUNCTION BOX.
20. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.
21. NEW POLE LOCATION TO MATCH EXISTING. REMOVE JUNCTION BOX.

NOTES:

1. APPROXIMATE LOCATION OF EXISTING STREET LIGHTING ELECTRICAL PANEL.
2. REPAIR ALL DAMAGED CONCRETE SIDEWALK AND CURB TO TYPICAL MMCD STANDARDS. REPAIRS FOR NEW DAMAGE DUE TO BASE INSTALLATION AND JB REMOVAL, EXISTING DAMAGE IS NOT REQUIRED TO BE REPAIRED.
3. ALL POWER WIRING IS TO BE REPLACED WITH MINIMUM #10AWG TO POWER LIGHTS AND POLE TOP RECEPTACLES.

Rev.	Date	By	Description
1	21JUL22	NRS	ISSUED FOR OWNER REVIEW

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VILLAGE OF MCBRIDE
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Date	Scale	Project No.	Drawing No.	Sheet
JUL2022	1:500	n2865	E2	of 2