

MAJOR WORKS
ORDER OF CONTENTS
TENDER DOCUMENT PACKAGE

PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

The Tender: Cover Page - Tender Document Package
Order of Contents – Tender Document Package
Notice to Bidders
Invitation to Tender – Supplemental Conditions of Tender
Tender Form
Specimen Joint Venture Confirmation Agreement
Schedule T1 – Conditions of Tender
Schedule T2 – Tender Securities
 INS-261 Tender Securities Requirements and Bond Specimen
 Specimen Bid Bond
Schedule T3 – Specific Reference Documents
Tender Envelope

Attachments, only to hard copies of the Tender Document Package purchased through the Queen's Printer, are:

Tender Envelope
Tender Form
Schedule 7 - Approximate Quantities and Unit Prices

The Contract: Cover Page - Contract Document Package
Order of Contents – Contract Document Package
Contract Cover Page
 Major Works General Conditions
Schedule 1 – Supplemental General Conditions/Glossary of Terms
 Supplemental General Conditions

| |
|---|
| Glossary of Terms |
| Schedule 2 – Contract Securities |
| INS-265 Contract Securities Requirements and Bond Specimens |
| Specimen Performance Bond |
| Specimen Labour and Material Payment Bond |
| Schedule 3 – Special Provisions and Appendices |
| Schedule 4 – Drawings |
| Schedule 5 – Time Schedule |
| Schedule 6 – Insurance |
| INS-NOTICE - Notice to Contractors |
| INS-152 – Insurance Specifications Major Works |
| H0111 - Certificate of Insurance |
| Schedule 7 – Approximate Quantities and Unit Prices |
| Schedule 8 – Contract Addenda |

NOTE

It is the Planholder's responsibility to ensure that the Tender Document Package is complete in accordance with the above Order of Contents – Tender Document Package, including any and all Addenda issued prior to Closing Time.

NOTICE TO BIDDERS

In Tenders issued after July 1, 2010, there have been a number of potentially significant changes to the Ministry's core contracting documents to reflect the implementation of the Harmonized Sales Tax (HST) and to permit all entities having the legal capacity to contract and joint ventures, to participate in the Tender Call and potentially the Contract Award. A number of other changes have been made at various locations in the documents.

It is important to note that the Bidder is not to include HST in the Tender Price, the Total Tender Cost, or in any of its prices in its Schedule of Approximate Quantities and Unit Prices. However, the Ministry will pay any applicable HST on any payments or reimbursements to the Contractor under the Contract. The documentation for such payments and reimbursements, whether prepared by the Ministry or the Contractor, will be required to show the calculation of the amount of the applicable HST as a separate line item.

The "Joint Venture Confirmation Agreement" is a new document required as part of a Tender from a Joint Venture. Also, if a Bidder intends to deliver a Tender as a joint venture then the Bidder must deliver its Tender, including any and all revisions, and any notice of withdrawal, by using the Hard Copy Delivery Method. There are also a number of other new terms in the Conditions of Tender, addressing the participation of joint ventures in the tender and the Award process.

The Contract now contains a number of provisions addressing the possibility of a partnership or joint venture being the Contractor, in addition to the previous provisions concerning a corporation acting as the Contractor. Also, the execution portion of the Contract now provides that it will be modified as required to reflect whether the Contractor is a limited company, an individual, partnership, other entity or joint venture as the case may be.

Bidders are advised to read the entire Tender Document Package and all associated documents carefully to ensure they have a full understanding of them.

TENDER ADVERTISING INSERTION ORDER

Project No.: 23281-0000

Do Not publish before: December 28, 2011

1. Internet site - <http://www.bcbid.ca>

Please invoice with the Tear Sheet to:

Ministry of Transportation and Infrastructure - Construction
7818 - 6th Street
Burnaby, British Columbia
V3N 4N8
Canada

**Invitation to Tender - Supplemental Conditions of Tender
Ministry of Transportation and Infrastructure - Construction
Roads and Bridges
Construction**

SCT1. ELIGIBILITY TO SUBMIT TENDER

2.2

- 1.1 This Tender Call is open to all Bidders capable of performing the Work and the Contract, and if a mandatory pre-Tender meeting is specified in these Invitation to Tender - Supplemental Conditions of Tender then this Tender Call is open to all Bidders capable of performing the Work and the Contract who have attended the mandatory pre-Tender meeting as indicated in the Ministry pre-Tender meeting attendance record.

Solicitation Number
23281MJ0000

Close Date & Time
2012/01/24 14:00

Time Zone
Pacific Time

Open Date & Time
2012/01/24 14:30

Time Zone
Pacific Time

SCT2. KEY TENDER INFORMATION

- 2.1 Project No: 23281-0000

Project Name: ASPHALT RESURFACING HWY 5
COQUIHALLA PHASE 2, HELMER MEDIAN CROSS
OVER TO MEADOW CREEK (39.4 LANE KM)

SCT3. GENERAL

- 3.1 The following summary information designated "Location" and "Description" are provided for convenience only and do not form a part of these Invitation to Tender - Supplemental Conditions of Tender or the Contract, and in no way define limit, alter or enlarge the scope or meaning of any provision of these Invitation to Tender - Supplemental Conditions of Tender or the Contract.

Location: Highway 5 Coquihalla, 28 km North of Merritt and 31 km South of Kamloops.

Description: Consists of 16mm Aggregate Production, 16mm Mix Design, Hot-in-Place Recycle of travelled lanes as a bottom lift, Remove and Replace Concrete Roadside Barrier (CRB), Pave level course and top lift, Remove and Replace Asphalt Curb and Asphalt Spillways, Place Blended Shoulder Aggregate.

SCT4. INVITATION TO TENDER - SUPPLEMENTAL CONDITIONS OF TENDER

- 4.1 These Invitation to Tender - Supplemental Conditions of Tender are incorporated into and form a part of the Conditions of Tender contained in the Tender Document Package, which

package may be obtained by:

- (a) click on the Attachments link below for a no charge download of the Tender Document Package:
- (b) For Hardcopy Tender Document Packages:
 - (i) click here to order online <http://www.crownpub.bc.ca>
 - (ii) click here for a Tender Document Package requisition form to order the Tender Document Package <http://www.publications.gov.bc.ca/bcbid/orderform/MOT.pdf>
 - (iii) Tender Document Packages are priced as follows:

1) Book \$55.00 plus HST of 12.0% for total of \$61.60
plus shipping costs.

4.2 In these Invitation to Tender - Supplemental Conditions of Tender, unless otherwise expressly set out, a capitalized word shall have the meaning given to it in the Glossary of Terms in this Tender Document Package which is incorporated by reference into and forms a part of these Supplemental Conditions of Tender.

4.3 Additional Terms
Not Applicable

SCT5. HARD COPY DELIVERY METHOD

5.1 Closing Location: **ATTN: TENDER SUBMISSION**
Ministry of Transportation and Infrastructure - Construction
7818 - 6th Street
Burnaby, British Columbia
V3N 4N8
Canada

Ministry Fax Number for Revisions and Withdrawals (604) 660-8034

SCT6. CONTACT PERSON AND ADMINISTRATIVE CONTACT OFFICE

6.1 Contact Person: Dave Shibata
342 - 447 Columbia Street
Kamloops, BC V2C 2T3
Fax: (250) 828-4229
Email: Dave.Shibata@gov.bc.ca

6.2 Admin Contact Address: Ministry of Transportation and Infrastructure - Construction
7818 - 6th Street
Burnaby, British Columbia
V3N 4N8
Canada

Admin Contact Phone: (604) 660-0328

Admin Contact Fax: (604) 660-8034

SCT7. SPECIFIC REFERENCE DOCUMENTS

7.1 Specific Reference Documents are:
Not Available.

SCT8. PRE-TENDER MEETING AND SITE INVESTIGATIONS

8.1 A Pre-Tender Meeting: Will not be held.

8.2 Where a Pre-Tender meeting is scheduled, each Bidder should confirm its intention to attend the Pre-Tender meeting in writing to the Contact Person not less than 48 hours in advance of the scheduled Pre-Tender meeting time.

8.3 Subject to the express terms of the Special Provisions, all persons, including prospective Bidders, must obtain the consent of the Contact Person specified in SCT6.1 before carrying out any investigations on the Site.



TENDER FORM

PROJECT NUMBER: 23281- 0000

TENDER FOR PROJECT: ASPHALT RESURFACING HWY 5 COQUIHALLA PHASE 2,
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

The Bidder hereby represents and warrants to the Ministry, with the knowledge that the Ministry will rely upon these representations and warranties in regard to the Bidder's Tender, that the Bidder has received, ensured the completeness of, read, understood and accepted the Tender Document Package, including for greater clarity, the Conditions of Tender, the Invitation to Tender - Supplemental Conditions of Tender, any and all Addenda, and any documents incorporated by reference into the Tender Document Package; and

The Bidder hereby agrees that:

- (a) if the Bidder uses the BC Bid eService Delivery Method to deliver its Tender to the Ministry rather than delivering it by hand or by courier, then the e-Bidding Key used by the Bidder for the submission of this Tender to the Ministry, is the electronic equivalent of the Bidder's authorized signature;
- (b) the Bidder is bound by all statements and representations in its Tender, including, without limitation, this Tender Form, the Unit Prices, Lump Sum Prices and Extended Amounts for each Tender Item stated on the Bidder's Schedule of Approximate Quantities and Unit Prices, as may be adjusted by any revision(s) to same, and as calculated by the Ministry, in accordance with the Conditions of Tender;
- (c) the Bidder is bound by the terms of the Conditions of Tender, including for greater clarity, the Invitation to Tender - Supplemental Conditions of Tender and any and all Addenda, and the terms set out in the Tender Document Package;
- (d) the Bid Security shall be forfeited in whole or in part to the Ministry, in the sole discretion of the Ministry, if the Bidder fails to comply with the Conditions of Tender or with the terms set out in this Tender Form; and
- (e) the Bidder's Tender is irrevocable for sixty (60) days from the Closing Time.

The Bidder hereby offers to the Ministry that if the Ministry Awards the Contract to the Bidder, the Bidder shall:

- (a) execute the Contract in the form specified in the Tender Document Package, as any one or more of the terms and documentation of that specimen form of contract may be amended, deleted, changed or supplemented in accordance with the Conditions of Tender and deliver the executed Contract to the Ministry on the earlier of, 14 days from the date shown on the Ministry cover letter delivering the Contract to the Bidder, and 3 days before commencement of Work on the Site;
- (b) supply all labour, tools, equipment, materials, and other resources necessary to complete and perform the Work and the Contract;
- (c) complete all Work in strict accordance with the Drawings, specifications, standards, terms and conditions contained in the Contract to the satisfaction of the Ministry;
- (d) if the Bidder is not registered and in good standing with the Workers' Compensation Board ("WCB"), register with the WCB in regard to the Contract, and advise the Ministry Representative of the WCB registration number allotted to the Bidder in regard to the Contract on the earlier of, 14 days from the date shown on the Ministry Award letter to the Bidder, and 3 days before commencement of Work on the Site; and
- (e) obtain, and deliver to the Ministry the Contract Security, and evidence of compliance with the insurance coverage required by the Contract, on the earlier of, 14 days from the date shown on the Ministry Award letter to the Bidder, and 3 days before commencement of Work on the Site,

for the Total Tender Cost (as defined below), as calculated by the Ministry in accordance with the Conditions of Tender on the basis of the Bidder's Schedule of Approximate Quantities and Unit Prices, after making adjustments for any revision(s) to same not disqualified by the Ministry pursuant to the terms of the Conditions of Tender.

TOTAL TENDER COST \$ _____ **(CDN)**, as this amount may be adjusted by the Ministry pursuant to the Conditions of Tender and for greater clarity the Total Tender Cost is exclusive of HST.

If the Bidder is a joint venture, then each of the Bidder's venturers agrees by the submission of this Tender Form that it shall be jointly and severally responsible for the obligations of the Bidder and the covenants, representations, warranties, debts and liabilities of the Bidder made, given or incurred under, in connection with or pursuant to the Bidder's Tender, the Conditions of Tender, the Tender Document Package, or any of them.

Unless otherwise expressly set out, the capitalized terms in this Tender Form have the meanings given to them in the Glossary of Terms that form part of the Conditions of Tender.

DATE: _____

This Tender Form is hereby executed by or on behalf of the Bidder as follows:

This Tender Form was signed in the presence of:)

) _____
) **Name of Bidder (print name of entity in full)**

Witness Signature

) _____
) **Name of Bidder (cont'd if necessary) (print name of entity in full)**

) _____
) **Name of Bidder (cont'd if necessary) (print name of entity in full)**

Witness Name (please print)

) _____
) **Name of Bidder (cont'd if necessary) (print name of entity in full)**

Bidder Business Address:

Name of Bidder (cont'd if necessary) (print name of entity in full)

Doing Business As Name (if applicable) (please print)

Bidder Phone Number: _____

Bidder Facsimile Number: _____

Signature of Authorized Representative of the Bidder

Bidder email address: _____

Name and Title of Authorized Representative of the Bidder (please print)

IF THE BIDDER IS A JOINT VENTURE THEN:

- A. THE NAME OF THE JOINT VENTURE MUST BE INSERTED ON THE "NAME OF BIDDER" LINE, AND THE NAMES OF EACH OF THE VENTURERS IN THE JOINT VENTURE MUST ALSO BE INSERTED IF NOT ALREADY INCLUDED IN THE JOINT VENTURE'S NAME;
- B. THE "DOING BUSINESS AS NAME" LINE SHOULD BE LEFT BLANK; AND
- C. AN AUTHORIZED REPRESENTATIVE OF THE JOINT VENTURE'S "AUTHORIZED VENTURER" MUST SIGN ON THE LINE FOR THE "SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE BIDDER", WITH THE NAME AND TITLE OF THE AUTHORIZED REPRESENTATIVE OF THE AUTHORIZED VENTURER INSERTED ON THE LINE FOR THE "NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF THE BIDDER".

SPECIMEN

JOINT VENTURE CONFIRMATION AGREEMENT

Whereas:

- A. _____
(correct name of joint venture, which must be the same name as set out on the "Name of Bidder" line on the Tender Form, and which may or may not include the name of each of the _____ (the "Joint Venture" is a joint venture consisting of _____, Venturers in the joint venture) _____, and _____ [FILL IN FULL NAME OF EACH VENTURER, ADDING OR DELETING NUMBER OF NAMES AS APPLICABLE TO MATCH NUMBER OF VENTURERS IN JOINT VENTURE]; and,
- B. _____ (the "Authorized Venturer") has or will be
(Name of Authorized Venturer)
executing the Tender Form with respect to the Tender Call by the Ministry of Transportation and Infrastructure (the "Ministry") for Project Number _____ [PROJECT NUMBER FROM THE INVITATION TO TENDER – SUPPLEMENTAL CONDITIONS OF TENDER] with respect to the _____ [PROJECT NAME FROM INVITATION TO TENDER – SUPPLEMENTAL CONDITIONS OF TENDER] project, as the "Bidder" on behalf of the Joint Venture and each of the venturers.

Now therefore each of the foregoing venturers hereby represents, warrants and covenants, with the knowledge and intent that each of the said representations, warranties and covenants will be relied upon by the Ministry in its evaluation of the Tender delivered by the Joint Venture to the Ministry in response to the Tender Call and in the possible Award of a Contract to the Joint Venture as a result thereof, that:

1. It is a member of the Joint Venture.
2. The Authorized Venturer is or has been authorized on behalf of itself, each of the other venturers and the Joint Venture, to:
 - (a) execute the said Tender Form and deliver same to the Ministry;
 - (b) complete all other documents forming part of the Joint Venture's Tender, including a Schedule of Approximate Quantities and Unit Prices, execute them if required under the Conditions of Tender pertaining to the Tender Call, and deliver them to the Ministry;
 - (c) execute and deliver any and all revisions, including a notice of withdrawal, to the Joint Venturer's Tender that the Joint Venture may subsequently deliver to the Ministry; and,

- (d) If the Bid Security delivered by the Bidder is a Bid Bond, then execute the Bid Bond and deliver same to the Ministry once signed and sealed by the Surety; and,
- (e) deliver to the Ministry any documentation that may be required under the Conditions of Tender, including, in the event of an Award of a Contract to the Joint Venture, acting as the agent and representative of the Joint Venture with respect to any and all dealings between the Joint Venture and the Ministry between an Award of a Contract to the Joint Venture and the execution of a Contract including under CT 14 and CT 17.

3. Notwithstanding the nature of the legal relationship between the venturers, it shall be jointly and severally liable with the other venturers for the covenants made, given or incurred under, pursuant to, or as a result of or arising from: the Joint Venture's submission of the Tender Form and its Tender to the Ministry, and any and all revisions to same subsequently delivered to the Ministry; the Conditions of Tender pertaining to the Tender Call; the Bid Security; the Tender Document Package; and, any Contract that may be awarded to the Joint Venture as a result of its Tender.

4. It and each of the other venturers shall be signatories to any Contract awarded to the Joint Venture as a result of the submission of the Tender Form and pursuant to the Conditions of Tender, and shall execute same in their joint and several capacities.

5. It acknowledges the authority of an Authorized Representative of the Authorized Venturer to sign the documents referred to in Section 2 (a) to (d) inclusive above on behalf of itself, the Authorized Venturer, each of the venturers, and the Joint Venture.

6. This Joint Venture Confirmation Agreement may be executed in several counterparts. The executed counterparts shall together constitute one Joint Venture Confirmation Agreement, with the terms thereof jointly and severally binding upon each of the venturers within the Joint Venture, and facsimile copies or pdf copies of signed counterparts shall be deemed to be originals of the signed counterparts.

DATE: _____ (month), _____ (day), 20__ (year).

Signed in the presence of:

| | | |
|---|---|---|
| _____ |) | _____ |
| _____ |) | _____ |
| Witness Signature |) | Full Name of Venturer (<i>please print</i>) |
| _____ |) | _____ |
| Witness Name (<i>please print</i>) |) | Doing Business As Name (if applicable) (<i>please print</i>) |
| _____ |) | _____ |
| Venturer Business Address: |) | Signature of Authorized Representative of the Venturer |
| _____ |) | _____ |
| _____ |) | _____ |
| _____ |) | Name and Title of Authorized Representative of the Venturer (<i>please print</i>) |

Signed in the presence of:

Witness Signature

Witness Name (please print)

Venturer Business Address:

Full Name of Venturer (*please print*)

Doing Business As Name (if applicable) (*please print*)

Signature of Authorized Representative of the Venturer

Name and Title of Authorized Representative of the Venturer
(*please print*)

Signed in the presence of:

Witness Signature

Witness Name (please print)

Venturer Business Address:

Full Name of Venturer (*please print*)

Doing Business As Name (if applicable) (*please print*)

Signature of Authorized Representative of the Venturer

Name and Title of Authorized Representative of the Venturer
(*please print*)

**[COMPLETE AND SIGN ADDITIONAL SIGNING LINES AS MAY BE REQUIRED TO MATCH
THE NUMBER OF VENTURERS IN THE JOINT VENTURE]**

SCHEDULE T1

CONDITIONS OF TENDER

Conditions of Tender

TABLE OF CONTENTS

| | | |
|-------|--|----|
| CT1. | <u>INTERPRETATION AND INVITATION TO TENDER – SUPPLEMENTAL CONDITIONS OF TENDER</u> | 2 |
| CT2. | <u>OPTION TO USE BC BID eSERVICE DELIVERY METHOD OR HARD COPY DELIVERY METHOD</u> | 2 |
| CT3. | <u>BASIS OF TENDERS</u> | 4 |
| CT4. | <u>CLARIFICATION</u> | 6 |
| CT5. | <u>ADDENDA</u> | 7 |
| CT6. | <u>BID SECURITY</u> | 8 |
| CT7. | <u>COMPLETION OF TENDERS</u> | 8 |
| | <i>Use of Forms Provided by the Ministry</i> | 8 |
| | <i>Tender Form</i> | 9 |
| | <i>Schedule of Approximate Quantities and Unit Prices</i> | 9 |
| | <i>Ministry Replacement of the Schedule of Approximate Quantities and Unit Prices</i> | 10 |
| | <i>Treatment of HST in Tender</i> | 11 |
| | <i>Tender Envelope</i> | 11 |
| | <i>Joint Venture Confirmation Agreement</i> | 11 |
| CT8. | <u>DELIVERY OF TENDERS</u> | 11 |
| CT9. | <u>BIDDER'S REVISION TO TENDER</u> | 13 |
| | <i>Form and Content of Revision (Hard Copy Delivery Method)</i> | 13 |
| | <i>Delivery of Revisions by Hand or Courier (Hard Copy Delivery Method)</i> | 14 |
| | <i>Delivery of Revisions by Facsimile (Hard Copy Delivery Method)</i> | 14 |
| | <i>Form and Content of Revision (BC Bid eService Delivery Method)</i> | 15 |
| | <i>Multiple Revisions</i> | 15 |
| | <i>Changes to Amount of Bid Security as a Result of Revision (including a Replacement of the Schedule of Approximate Quantities and Unit Prices)</i> | 16 |
| CT10. | <u>WITHDRAWAL OF TENDERS</u> | 16 |
| | <i>Form and Content of Withdrawals (Hard Copy Delivery Method)</i> | 17 |
| | <i>Delivery of Withdrawals by Hand or Courier (Hard Copy Delivery Method)</i> | 17 |
| | <i>Delivery of Withdrawals by Facsimile (Hard Copy Delivery Method)</i> | 17 |
| | <i>Form and Content of Withdrawal (BC Bid eService Delivery Method)</i> | 18 |
| CT11. | <u>DELIVERY AND RECEIPT OF DOCUMENTS/FUNCTIONING OF FAX AND ELECTRONIC SYSTEMS</u> | 18 |
| CT12. | <u>OPENING OF TENDERS</u> | 19 |
| CT13. | <u>EVALUATION OF TENDERS</u> | 19 |
| | <i>Disqualification of Tenders</i> | 19 |
| | <i>Bid Security Remediation</i> | 20 |
| | <i>Determination of Tender Price</i> | 20 |
| CT14. | <u>BIDDER'S CAPACITY TO PERFORM</u> | 21 |
| CT15. | <u>RIGHT NOT TO AWARD</u> | 22 |
| CT16. | <u>ACCEPTANCE</u> | 22 |
| CT17. | <u>EXECUTION AND DELIVERY OF CONTRACT AND STEPS REQUIRED PRIOR TO COMMENCEMENT OF WORK</u> | 22 |
| CT18. | <u>DEFAULT</u> | 23 |
| | <i>Event of Default</i> | 23 |
| | <i>Demand on Bid Security</i> | 23 |
| CT19. | <u>DISPUTE RESOLUTION</u> | 23 |
| CT20. | <u>TIME LIMITATION ON CLAIMS</u> | 23 |
| CT21. | <u>LIMITATION OF DAMAGES</u> | 24 |
| CT22. | <u>JURISDICTION OF COURTS AND GOVERNING LAW</u> | 24 |
| CT23. | <u>INTERPRETATION AND DISCRETION</u> | 24 |
| CT24. | <u>APPROPRIATION</u> | 24 |
| CT25. | <u>CONFIDENTIALITY</u> | 25 |
| CT26. | <u>INDEPENDENT TENDER DECLARATION</u> | 25 |
| CT27. | <u>GENERAL</u> | 25 |
| CT28. | <u>TENDERS FROM JOINT VENTURES</u> | 26 |

CT1. INTERPRETATION AND INVITATION TO TENDER – SUPPLEMENTAL CONDITIONS OF TENDER

- 1.1** In these Conditions of Tender, unless otherwise expressly set out, a capitalized word shall have the meaning given to it in the Glossary of Terms set out in the Tender Document Package.
- 1.2** The Glossary of Terms is hereby incorporated by reference into and forms a part of these Conditions of Tender.
- 1.3** The terms of the Invitation to Tender - Supplemental Conditions of Tender contained in the Tender Document Package are hereby incorporated by reference into and form a part of these Conditions of Tender. The terms of the Invitation to Tender – Supplemental Conditions of Tender supplement the terms in the Conditions of Tender rather than replacing same, and in the event of any conflict between a term in the Invitation to Tender - Supplemental Conditions of Tender and a term in the Conditions of Tender, then the term set out in the Conditions of Tender shall prevail.

CT2. OPTION TO USE BC BID ESERVICE DELIVERY METHOD OR HARD COPY DELIVERY METHOD

- 2.1** The Bidder must deliver its Tender, including for greater certainty, any and all revisions and any notice of withdrawal by using one of the following two delivery methods, which the Bidder may, subject to CT2.8 for joint ventures, choose at its option:
- (a) the BC Bid eService Delivery Method; or
 - (b) the Hard Copy Delivery Method, and

except as expressly set out in these Conditions of Tender, the Bidder shall not use both delivery methods interchangeably during the course of the tendering process but if the Bidder first uses the BC Bid eService Delivery Method, it may subsequently utilize the Hard Copy Method as set forth in CT2.3(b).

- 2.2** Except where expressly stated otherwise in these Conditions of Tender, the BC Bid Terms and Conditions shall be and are hereby incorporated by reference into and form a part of these Conditions of Tender, and
- (a) these Conditions of Tender are not in such cases in any way intended to, and do not in any way, limit or narrow the application, interpretation or operation of the BC Bid Terms and Conditions, and
 - (b) the BC Bid Terms and Conditions are not in such cases in any way intended to, and do not in any way, limit or narrow the application, interpretation or operation of these Conditions of Tender.

Notwithstanding the above, in the event of a conflict between any term in these Conditions of Tender and a term in the BC Bid Terms and Conditions, the term in these Conditions of Tender shall prevail.

- 2.3** (a) If the Bidder chooses the BC Bid eService Delivery Method, then the Bidder:
- (i) must deliver the Tender, and, subject to CT2.3(b), should deliver any and all revisions, a replacement of the Schedule of Approximate Quantities and Unit Prices, and any notice of withdrawal using the BC Bid eService Delivery Method, and

(ii) must deliver the Bid Security using the Hard Copy Delivery Method.

(b) If the Bidder chooses to deliver its Tender using the BC Bid eService Delivery Method, the Bidder may then subsequently elect to use the Hard Copy Delivery Method for the delivery of any documents amending its Tender as listed in CT 2.3(a)(i), subject to the Bidder not being entitled to revert back to the BC Bid eService Delivery Method once it uses the Hard Copy Delivery Method for the delivery of any such documents. For greater certainty, the Ministry will not consider or evaluate those documents that are delivered by the BC Bid eService Delivery Method if the Bidder has submitted any prior documents amending its Tender as listed in CT2.3(a)(i) by the Hard Copy Delivery Method.

(c) Determinations as to whether any revision or notice of withdrawal submitted using BC Bid eService Delivery Method was delivered subsequent to the delivery of a revision using the Hard Copy Delivery Method will be governed by the calendar and clock at the Closing Location whether such calendar or clock, as the case may be, is accurate or not.

2.4 If the Bidder chooses the Hard Copy Delivery Method, then the Bidder must deliver the Tender, including for greater certainty, any and all revisions and the Bid Security, and any notice of withdrawal using the Hard Copy Delivery Method.

2.5 For greater certainty, a Bidder must deliver the Bid Security, including any part of the Bid Security, in accordance with CT6, using only the Hard Copy Delivery Method regardless of whether the Bidder has elected to choose the use of BC Bid eService Delivery Method or the Hard Copy Delivery Method for the delivery of its Tender.

2.6 If the Bidder chooses the BC Bid eService Delivery Method, then the Bidder must have an "e-Bidding Key" as defined in the BC Bid Terms and Conditions.

2.7 Without in any way whatsoever limiting the BC Bid Terms and Conditions, their application, or the responsibility of the Bidder to read and comply with the terms set out therein,

(a) the Bidder is solely responsible for reviewing any guidelines and the BC Bid Terms and Conditions applying to and governing the use of the BC Bid eService;

(b) the Ministry shall in no way whatsoever be responsible or liable, including in contract or tort, for any mistakes, errors, omissions, oversights, statements, representations, or warranties in any guideline, guidance or information, written or oral, given to Bidders by or on behalf of the Ministry regarding or in connection with the BC Bid eService, including without limitation, the use of the BC Bid eService or the BC Bid eService Delivery Method, further including without limitation, where such mistakes, errors, omissions, oversights, statements, representations, or warranties, lead or contribute, directly or indirectly, to a Bidder making mistakes, errors, omissions or oversights, or the Bidder's Tender being disqualified.

(c) the Bidder should take note of section 5 of the Terms and Conditions set out in the BC Bid "e-Bidding Registration and Change of Information Form" that reads as follows:

"5. The Bidder agrees that if its e-Bidding Key is entered incorrectly, or is invalid at any applicable closing times or dates regardless of when received by Us, then any bids, proposals or other communications that the e-Bidding Key is associated with will not be considered or evaluated.", and

CONDITIONS OF TENDER

- (d) the Bidder should take note of section 6 of the BC Bid Service Terms and Conditions that reads as follows:

"6. If you have a valid BC Bid® electronic signature key ("e-Bidding Key") and you are creating an electronic response to a posted opportunity, you will be given three attempts to enter the correct e-Bidding Key sequence. You agree that, if, on the third attempt, the e-Bidding Key is incorrectly entered, the BC Bid system will prohibit you from electronic bidding until such time that your account has been re-activated by the Service. You agree that your organization's primary contact will be responsible for contacting the Service to reinstate a user account that has been suspended for whatever reason."

- 2.8 If the Bidder intends to deliver a Tender as a joint venture then despite any other term of these Conditions of Tender, the Bidder must deliver its Tender, including any and all revisions, and any notice of withdrawal, by using the Hard Copy Delivery Method

CT3. BASIS OF TENDERS

- 3.1 The Bidder, by delivering a Tender, irrevocably agrees that,

- (a) the Bidder has received, read, examined and understood the entire Tender Document Package, including without limitation, all the terms of these Conditions of Tender and any and all Addenda,
- (b) the Unit Prices, Lump Sum Prices and Extended Amounts for each Tender Item, and the Tendered Site Occupancy Days and the Tendered Site Occupancy Cost if any, stated on the Bidder's Schedule of Approximate Quantities and Unit Prices, as may be adjusted by revision, and as calculated by the Ministry, in accordance with these Conditions of Tender, shall be binding on the Bidder,
- (c) the Bidder is bound by the terms of the Tender Document Package, including without limitation, these Conditions of Tender and any and all Addenda,
- (d) the Bidder waives any right to clarification of any aspect of any information in the Tender Document Package, including without limitation, these Conditions of Tender and any and all Addenda, and
- (e) the Bidder's Tender is irrevocable for sixty (60) days from the Closing Time.

- 3.2 The Bidder, by delivering a Tender, represents and warrants that:

- (a) the Bidder has received, ensured the completeness of, read, understood and accepted the Tender Document Package, including for greater certainty, any documents incorporated by reference into the Tender Document Package, and any and all Addenda;
- (b) except as set out in CT3.5 and CT3.6 and only to the extent expressly set out therein, the Bidder has not relied upon any representation or warranty by the Ministry with respect to the completeness, reliability, sufficiency, accuracy or relevance of any information, or any interpretation derived from any such information, set out in or otherwise provided in the Tender Document Package, or the General Reference Documents, or any analysis or interpretation thereof, and any reliance thereon or use made thereof by the Bidder shall be at the sole risk of the Bidder;

- (c) the Bidder has had sufficient opportunity to investigate, has made all such investigations as the Bidder, in its sole discretion, has determined are necessary, and has fully investigated and satisfied itself of every condition relating to or affecting the Work, including but not limited to any design requirements, the Site conditions, or the labour, equipment, material and any other resources to be provided to perform the Work and the Contract, and the Bidder assumes any and all risks relating to or regarding all such conditions, whether or not any such conditions are revealed by any information available to, or investigations undertaken by, the Bidder;
- (d) save and except for the specific information provided by the Ministry as set out in CT3.5 and CT3.6, the Bidder's investigations have been based on its independent examination, experience, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by or on behalf of the Ministry;
- (e) the Tender, including for greater certainty any part of the Tender Price, the Tendered Site Occupancy Cost, and the Total Tender Cost, is not based upon the anticipated approval of any Value Engineering Proposal;
- (f) the Bidder has the experience, knowledge, equipment, skills and resources necessary to perform and complete the Work and the Contract; and
- (g) the Bidder has the requisite power, authority and capacity to execute and deliver the Tender.

3.3 Any and all investigations made by or on behalf of the Bidder in connection with its Tender, the Contract, the Work or any of them, shall be made at the Bidder's own risk and the Bidder shall indemnify and save harmless the Ministry, its officers, employees and agents, even where the Ministry or its officers, employees and agents are negligent, for any loss, damage, cost, expense (including without limitation, legal defence costs and expenses), claim, liability, demand, fine, penalty, assessment, or levy suffered or incurred by the Bidder, the Ministry, or any third party arising, either directly or indirectly, from such investigation, including from any acts or omissions, negligent or otherwise, of the Ministry, its officers, employees and agents, which indemnity shall survive subsequent to any Award of the Contract, or any cancellation or termination of this Tender Call.

3.4 The Bidder shall be responsible for examining and inspecting the General Reference Documents and the Specific Reference Documents, and for ensuring that all documents and materials listed are complete, available and present at the location or locations specified in the Invitation to Tender - Supplemental Conditions of Tender.

3.5 Any geotechnical investigation datum and test results provided in the borehole and test pit logs contained within the Tender Document Package and the Specific Reference Documents are a reasonable representation of the conditions encountered at the specific locations investigated on the dates of the investigations, and may be relied upon by the Bidder solely to that extent and solely in that manner.

3.6 Any survey point datum, but not interpolated digital terrain models, contours and cross-sections derived therefrom, contained within the Tender Document Package and the Specific Reference Documents are a reasonable representation of the individual points surveyed at the time of such survey, and may be relied upon by the Bidder solely to that extent and solely in that manner.

3.7 Except as set out in CT3.5 and CT3.6 and only to the extent expressly set out therein, the Ministry makes no representation or warranty and has no responsibility or liability, with respect to the

CONDITIONS OF TENDER

completeness, reliability, sufficiency, accuracy or relevance of any information, or any interpretation derived from any such information, set out or otherwise provided in the Tender Document Package, the Specific Reference Documents or the General Reference Documents, including any information accessed via the URL's or web sites set out in any of those documents, or any analysis or interpretation derived from such information. Any reliance by the Bidder on such information or use made of such information by the Bidder shall be at the sole risk of the Bidder.

- 3.8** Unless otherwise specified in the Tender Document Package, the General Reference Documents and the Specific Reference Documents are available in the manner and at the locations described in the definitions of General Reference Documents and the Specific Reference Documents set out in the Glossary of Terms. The Ministry will not provide copies of any General Reference Documents to any Bidders. The Ministry will provide copies for viewing by Bidders, of only those Specific Reference Documents that the Tender Document Package expressly states will be provided by the Ministry.
- 3.9** Subject to the express terms of the Special Provisions, the Standard Specifications shall apply to the performance of the Contract, including without limitation, to the performance of and the measurement of the Work.
- 3.10** The Approximate Quantities stated in the Schedule of Approximate Quantities and Unit Prices, save and except for the Tendered Site Occupancy Days and the Daily Site Occupancy Cost if any, are estimates only and are prepared exclusively for use by the Ministry to establish the Tender Price of each Tender for the purpose of comparing Tenders. The actual quantities may increase or decrease. The elimination of Tender Items, or an increase or decrease in quantities shall not invalidate the Tender, the Contract, or any Unit Price.
- 3.11 (a)** If specified in the Invitation to Tender - Supplemental Conditions of Tender, a pre-Tender meeting shall be held.
- (b)** If the pre-Tender meeting is specified to be mandatory,
- (i)** a representative of the Bidder must attend the pre-Tender meeting and the Bidder must ensure that the Bidder's_name, as it will appear on the face of the Tender Envelope, is listed on the Ministry pre-Tender meeting attendance record, and
 - (ii)** any Tender, including any revision, delivered by a Bidder whose name, as it appears on the face of the Tender Envelope, is not listed on the Ministry pre-Tender meeting attendance record, shall not be opened and shall be returned, or if opened, shall not be considered or evaluated but shall be disqualified.
- (c)** Any information, statements, representations, data or conclusions, verbal or otherwise, obtained from the Ministry or any other party, or made available, at any pre-Tender meeting is not stated, represented or warranted to be accurate, complete, relevant, or reliable by the Ministry and shall not be considered or treated as such, or relied upon by the Bidder. The Ministry may take notes at any such pre-Tender meeting for its sole use, and the Ministry shall be under no obligation whatsoever to make minutes or copies of such notes available to any Bidder and, may in its sole discretion refuse to make minutes or copies of such notes available to any Bidder.

CT4. CLARIFICATION

CONDITIONS OF TENDER

- 4.1 Requests by a Bidder for clarification of any part of the Tender Document Package shall be delivered in writing by courier, fax, or electronic mail, not less than seven (7) days before the Closing Time, in accordance with the following:
- (a) with respect to the Work, to the Contact Person identified in the Invitation to Tender - Supplemental Conditions of Tender; and
 - (b) with respect to the Tender Call, to the Administrative Contact Office identified in the Invitation to Tender - Supplemental Conditions of Tender.
- 4.2 The Ministry may in its sole discretion respond to any such requests for clarification. If the Ministry elects to respond to any such requests for clarification, it will do so in accordance with CT5.3, by Addenda which sets out the requests for clarification and the response to such requests in a "Question and Answer" format without setting out the name of the person who delivered a request.
- 4.3 Responses to requests for clarification made in any manner other than as described in CT4.2, including without limitation, verbal, in person, via mail, via fax, or electronic mail, by any employees, agents or representatives of the Ministry including without limitation, the Contact Person or the Administrative Contact Person, shall not constitute an official response by the Ministry and shall not be relied on in any way by any person for any purpose whatsoever and shall not be binding upon the Ministry in any way whatsoever.
- 4.4 It is the sole responsibility of the Bidder to monitor the BC Bid eService email notifications referenced in CT5.3(b), the BC Bid eService, and the BC Bid Website on an ongoing basis to keep itself informed of any such clarifications.
- 4.5 The Ministry shall have no responsibility or liability whatsoever, including in contract or in tort, in regard to or in connection with any decision to respond or not to respond to requests for clarification, the timing of issuing any Addenda setting out the responses to any such requests, the quality or content of any such responses or the failure of a Bidder to keep itself informed of any such responses.

CT5. ADDENDA

- 5.1 The Ministry may, in its sole discretion, at any time and from time to time, amend any part or parts of the Tender Document Package by means of Addenda. If issued through the BC Bid eService, Addenda shall be identified as "Amendments". Other than by Addenda, including for greater certainty, BC Bid eService Amendments, no part of the Tender Document Package may be amended in any other way by any person.
- 5.2 Other than as set out in an Addendum, any information pertaining to the Tender Document Package, or this Tender Call, including without limitation, to the Work, or to the Contract, that is offered or obtained from any source, including from the Contact Person or from the Administrative Contact Person, is not official and shall not be relied on in any way by any person for any purpose whatsoever and shall not be binding upon the Ministry in any way whatsoever.
- 5.3 Subject to these Conditions of Tender,
- (a) any and all Addenda shall be delivered to each Planholder, and
 - (b) if the Bidder has registered with the BC Bid eService to receive email notifications in accordance with the BC Bid eService requirements, or if the Bidder has confirmed that it

wishes to be notified of Addenda by clicking on the "Send Me Amendments" option in the Invitation to Tender – Supplemental Conditions of Tender, then the BC Bid eService shall send the Bidder notifications of such Addenda, via e-mail containing a referring web-link to such Addenda.

- 5.4 Notwithstanding any other term of these Conditions of Tender, the Bidder shall be solely responsible to continually monitor the BC Bid eService email notifications referenced in CT5.3(b), the BC Bid eService, and the BC Bid Website on an ongoing basis to keep itself informed of any and all Addenda, and the Ministry shall be neither responsible nor liable in any way whatsoever, including in contract or in tort, for the failure of the Bidder to receive or to keep itself informed of any such Addenda, at all or in a timely manner.

CT6. BID SECURITY

- 6.1 The Bidder must deliver, as part of its Tender, Bid Security having a value and in a form that complies with the terms of the Schedule entitled "Tender Securities" as set out in the Tender Document Package. If the Bid Security is a Bid Bond, the Bidder must sign the Bid Bond and the Surety must both sign and seal the Bid Bond.
- 6.2 A Bidder must deliver the original of the Bid Security to the Closing Location before the Closing Time by hand or by courier, regardless of whether the Bidder delivers its Tender using either the BC Bid eService Delivery Method or the Hard Copy Delivery Method. If the Bid Security is a Bid Bond, the Bidder must deliver a Bid Bond bearing the original signature of the Bidder and the original signature and original seal of the Surety. The Bid Security must be delivered in the following manner:
- (a) if the Bidder delivers its Tender using the BC Bid eService Delivery Method, the Bid Security must be delivered in a sealed envelope that clearly and legibly has identified on its face:
 - (i) the heading "Bid Security";
 - (ii) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form;
 - (iii) the Project Name and, or the Project Number, as specified in SCT2; and
 - (b) if the Bidder delivers its Tender using the Hard Copy Delivery Method, the Bid Security must be delivered in the sealed Tender Envelope.

If the Bidder is a joint venture, then the Bid Bond must be completed in accordance with above provisions of CT 6.2 as modified by CT 28.6

CT7. COMPLETION OF TENDERS

Use of Forms Provided by the Ministry

- 7.1 The Bidder must deliver its Tender on original or unaltered copies of the forms specified by the Ministry. Any information provided by the Ministry on any form must not be altered by the Bidder,

or any person, except the Ministry. If the Ministry amends the Tender Document Package by replacing any form or forms, the Bidder must deliver the replacement form or forms, as the case may be, as part of its Tender.

- 7.2** Unless otherwise expressly set out, the Bidder must complete all forms in full and,
- (a) if the Bidder delivers its Tender using the Hard Copy Delivery Method, then the Bidder must, when completing all forms type or print legibly in ink on all such forms, and any adjustments, changes, or corrections to information provided by the Bidder on any such form must be initialed by the Bidder; or
 - (b) if the Bidder delivers its Tender using the BC Bid eService Delivery Method, then the Bidder must complete all forms in full by entering the required information.

Tender Form

- 7.3** If the Bidder delivers its Tender using the Hard Copy Delivery Method, then
- (a) the Bidder must set out on the Tender Form,
 - (i) its correct name,
 - (ii) the date of the Tender Form,
 - (iii) the name of the Bidder's Authorized Representative,
 - (iv) the Total Tender Cost which shall be deemed to be inclusive of all applicable costs, including any and all license costs, fees, duties, cash allowances, contingencies and taxes, but not including HST, in effect at the Closing Time,
 - (b) the Bidder should include the complete mailing address, phone number, fax number and email address of the Bidder, on the Tender Form; and,
 - (c) the Tender Form must be signed by the Bidder.

If the Bidder is a joint venture, then the Tender Form must be completed in accordance with above provisions of CT 7.3 as modified by CT 28.3

- 7.4** If the Bidder delivers its Tender in accordance with these Conditions of Tender using the BC Bid eService Delivery Method, then the use of the e-Bidding Key is the legal equivalent to its authorized signature and constitutes the Bidder's authorized signature confirming the Bidder's agreement to be bound by the terms and conditions of this Tender Call, including for greater certainty, these Conditions of Tender, and by the statements and representations to which the e-Bidding Key is affixed, including for greater certainty, the Bidder's Tender.

Schedule of Approximate Quantities and Unit Prices

- 7.5** In the Bidder's Schedule of Approximate Quantities and Unit Prices,
- (a) the Bidder must complete,
 - (i) all blank spaces in the column under the heading "Unit Price" and all blank spaces

in the column under the heading "Extended Amount" for each Unit Price Item; and

- (ii) all blank spaces in the column under the heading "Extended Amount" for each Lump Sum Item; and
- (iii) in a Tender Call in which the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy and the Ministry requires the submission of Tendered Site Occupancy Days and has provided a Daily Site Occupancy Cost, all blank spaces in the column entitled "Approximate Quantities" in Part B for the Tendered Site Occupancy Days and all blank spaces in the column entitled "Extended Amount" for the Tendered Site Occupancy Cost, and

- (b) the Bidder should include its correct name as corresponding to the name of the Bidder as set out on the Tender Form, complete mailing address, phone number and fax number on the Schedule of Approximate Quantities and Unit Prices.

7.6 All prices provided by a Bidder on its Schedule of Approximate Quantities and Unit Prices including Unit Prices, Provisional Sums, and Lump Sum Prices:

- (a) shall be deemed to be inclusive of all applicable costs, including any and all license costs, fees, duties, cash allowances, contingencies and taxes, but not including HST, in effect at the Closing Time.
- (b) must be stated in the lawful money of Canada.

7.7 The Bidder must not convert the quantities or measurements listed in the Schedule of Approximate Quantities and Unit Prices included in the Tender Document Package when completing the Bidder's Schedule of Approximate Quantities and Unit Prices, e.g., converting a "price per litre" item to a "price per kilolitre" item or converting metric units to imperial units or vice versa is not permitted.

Ministry Replacement of the Schedule of Approximate Quantities and Unit Prices

7.8 (a) If the Ministry amends the Tender Document Package by completely replacing the Schedule of Approximate Quantities and Unit Prices, the Bidder must complete and deliver a replacement Schedule of Approximate Quantities and Unit Prices before the Closing Time in accordance with CT 9.1 to 9.11. For greater certainty, the Bidder's replacement of its Schedule of Approximate Quantities and Unit Prices shall be treated as a revision to its Tender.

(b) Notwithstanding CT 7.8(a) and the reference therein to CT 9.1 to 9.11, if the Bidder delivered its Tender using the Hard Copy Delivery Method, the Bidder should deliver the replacement Schedule of Approximate Quantities and Unit Prices, by hand or courier, enclosed in an envelope, that clearly and legibly has identified on its face,

(A) the heading "Schedule of Approximate Quantities and Unit Prices",

(B) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form, and

- (C) the Project Name and, or the Project Number, as specified in SCT2.

If despite the foregoing provisions of CT 7.8(b), a Bidder who delivered its Tender using the Hard Copy Method delivers a replacement Schedule of Approximate Quantities and Unit Prices by facsimile transmission, the Ministry does not in any way whatsoever guarantee, and makes no representation or warranty whatsoever, as to the confidentiality of any replacement delivered by facsimile.

Treatment of HST in Tender

- 7.9** For greater certainty, the Bidder is not to include HST in the Tender Price, the Total Tender Cost, or in any of its prices in its Schedule of Approximate Quantities and Unit Prices. Any reference to HST in the Tender Form, the Tender Price, the Total Tender Cost or the Schedule of Approximate Quantities and Unit Prices shall be treated as though the words or numbers that reference HST do not appear. The Bidder should take note that the Contract provides that the Ministry, not the Contractor, will be responsible for the payment of HST under the Contract.

Tender Envelope

- 7.10** If the Bidder delivers its Tender using the Hard Copy Delivery Method, then the Bidder must clearly and legibly print or type on the face of the Tender Envelope
- (a) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form; and
 - (b) the Project Name and, or the Project Number, as specified in SCT2, and

the Bidder must deliver its Tender with the outside of the Tender Envelope completed in accordance with the format set out in the Tender Document Package.

- 7.11** If the Bidder delivers its Tender using the BC Bid eService Delivery Method, then the Bidder must ensure that the Tender Envelope contains a fully completed Schedule of Approximate Quantities and Unit Prices.

Joint Venture Confirmation Agreement

- 7.12** If the Bidder is a joint venture, then each of the venturers within the joint venture must sign a Joint Venture Confirmation Agreement, and the Bidder's Tender Envelope must include a Joint Venture Confirmation Agreement executed by each venturer in the joint venture in accordance with the terms of the Joint Venture Confirmation Agreement. For greater certainty, the terms of the Joint Venture Confirmation Agreement provide that it may be executed in counterparts, and that faxed and pdf copies of signed counterparts shall constitute originals of the signed counterparts.

CT8. DELIVERY OF TENDERS

CONDITIONS OF TENDER

- 8.1** The Ministry may in its sole discretion, from time to time and at any time on or before the Closing Date and before the Closing Time, extend the Closing Date and Closing Time.
- 8.2** (a) Unless the Bidder has elected pursuant to CT2.3(b) to submit revisions or any notice of withdrawal using the Hard Copy Delivery Method, the calendar and clock showing on the BC Bid Website whether accurate or not, shall govern the delivery of Tenders using the BC Bid eService Delivery Method with respect to whether the Bidder's Tender, including for greater certainty, any and all revisions, has been delivered and received on or before the Closing Date and before the Closing Time, and the BC Bid Website clock shall be set as specified in the Invitation to Tender – Supplemental Conditions of Tender.
- (b) The calendar and clock at the Closing Location whether accurate or not, shall govern the delivery of Tenders using the Hard Copy Delivery Method, and the delivery of the Bid Security in connection with a Tender that has been delivered using the BC Bid eService Delivery Method, with respect to whether the Bidder's Tender, including for greater certainty, any and all revisions, or the Bid Security in the case of a Tender delivered using the BC Bid eService Delivery Method, has been delivered and received before the Closing Time.
- (c) If the Bidder has elected pursuant to CT2.3(b) to submit revisions or any notice of withdrawal using the Hard Copy Delivery Method, then the calendar and clock at the Closing Location whether accurate or not, shall govern the delivery of any and all revisions or any notice of withdrawal using the Hard Copy Delivery Method and relating to a Tender or to any previous revisions submitted using BC Bid eService Delivery Method, with respect to whether the Bidder's revisions or notice of withdrawal, as the case may be, were delivered and received before the Closing Time.
- 8.3** If the Bidder delivers its Tender using the Hard Copy Delivery Method, then the Bidder must ensure that,
- (a) the Tender Form bearing the original signature of the Authorized Representative of the Bidder, or in the case of a joint venture the original signature of the Authorized Representative of the Authorized Venturer, and fully completed as required by these Conditions of Tender,
- (b) the original of the Schedule of Approximate Quantities and Unit Prices, or, if the Ministry has amended the Tender Document Package by completely replacing the Schedule of Approximate Quantities and Unit Prices, the original of the completely replaced Schedule of Approximate Quantities and Unit Prices, completed as required on the form and by these Conditions of Tender, and
- (c) the original of the Bid Security,
- are included in the Tender Envelope prior to sealing and are delivered to and received at the Closing Location before the Closing Time.
- 8.4** If the Bidder delivers its Tender using the BC Bid eService Delivery Method, then the Bidder must ensure that,
- (a) the Tender Form is fully completed as required on the form and by these Conditions of Tender,
- (b) the Tender Envelope is fully completed as required on the form and by these Conditions of Tender,

- (c) the Schedule of Approximate Quantities and Unit Prices, or if the Ministry has amended the Tender Document Package by replacing the Schedule of Approximate Quantities and Unit Prices, then the replacement Schedule of Approximate Quantities and Unit Prices, is fully completed as required on the form and by these Conditions of Tender, unless the Bidder elects or has, prior to such Ministry amendment, elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method, and if the Bidder so elects or has made such election, then the original of the replacement Schedule of Approximate Quantities and Unit Prices is completed and delivered as required on the form and by these Conditions of Tender, including without limitation, CT7.7(b),
- (d) such Tender Form and Tender Envelope are delivered to and received by the BC Bid eService in accordance with these Conditions of Tender, including for greater certainty, the BC Bid Terms and Conditions, before the Closing Time, and
- (e) the original Bid Security is delivered to and received at the Closing Location before the Closing Time.

8.5 A Tender delivered using the BC Bid eService Delivery Method, shall be considered to have been delivered on or after the Closing Time and shall not be considered or evaluated but shall be disqualified, if the transmission of the Tender using the BC Bid eService Delivery Method begins before the Closing Time and is completed on or after the Closing Time.

8.6 If the Bidder delivers more than one Tender, each Tender delivered in accordance with these Conditions of Tender and received by the BC Bid eService or at the Closing Location, as the case may be, before the Closing Time shall be deemed to have been delivered in the chronological order received, and each such Tender delivered by the same Bidder shall be considered to supersede and replace in its entirety any and all prior Tenders delivered by the same Bidder.

CT9. BIDDER'S REVISION TO TENDER

9.1 The Bidder may only amend its Tender by delivering a revision in compliance with these Conditions of Tender.

Form and Content of Revision (Hard Copy Delivery Method)

9.2 If the Bidder delivers its Tender using the Hard Copy Delivery Method or if the Bidder elects pursuant to CT2.3(b) to submit revision(s) using the Hard Copy Delivery Method, then revision(s):

- (a) must be in writing;
- (b) must be clearly identified with;
 - (i) the heading "Revision to Tender",
 - (ii) the Bidder's correct name corresponding to the name of the Bidder as set out on the Tender Form, and
 - (iii) the Project Name and, or Project Number specified in SCT2;
- (c) must clearly identify each form that the Bidder desires to amend;

- (d) must clearly identify each Tender Item that the Bidder desires to amend, and
 - (i) if the Tender Item is a Unit Price Item, then describe the amendment as the amount by which the Unit Price, as it may have been revised by a preceding revision, should be increased or decreased,
 - (ii) if the Tender Item is a Lump Sum Item, then describe the amendment as the amount by which the corresponding Extended Amount, as it may have been revised by a preceding revision, should be increased or decreased, and
 - (iii) if the amendment is to the Tendered Site Occupancy Days, then describe the amendment as the number of days by which the Tendered Site Occupancy Days, as it may have been revised by a preceding revision, should be increased or decreased;
- (e) should be signed by the Bidder, or if the Bidder is a joint venture by the Authorized Venturer of the joint venture;
- (f) must be delivered to and received at the Closing Location before the Closing Time using the Hard Copy Delivery Method; and

revisions should also state the total amount by which the Tender Price, the Tendered Site Occupancy Cost if any, or the Total Tender Cost, as the case may be, should be increased or decreased by each revision, but the Ministry shall determine the actual increase or decrease to the Tender Price, the Tendered Site Occupancy Cost, if any, and the Total Tender Cost, in accordance with these Conditions of Tender, including by applying the information provided by the Bidder pursuant to CT9.2(c) and (d).

Delivery of Revisions by Hand or Courier (Hard Copy Delivery Method)

9.3 If the Bidder delivers its Tender using the Hard Copy Delivery Method, or if the Bidder elects pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method, then revisions may be delivered by hand or courier, in which case, each such revision must be in the form set out in CT 9.2 and must be delivered to and received at the Closing Location before the Closing Time enclosed in an envelope, that clearly and legibly has identified on its face:

- (a) the heading "Revision to Tender";
- (b) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form; and
- (c) the Project Name and, or the Project Number, as specified in SCT2.

Delivery of Revisions by Facsimile (Hard Copy Delivery Method)

9.4 If the Bidder delivers its Tender using the Hard Copy Delivery Method, or if the Bidder elects pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method, then revisions may be delivered by facsimile, in which case, each revision must be in the form set out in CT 9.2 and must be delivered to the facsimile number specified in the Invitation to Tender - Supplemental Conditions of Tender as the facsimile number for revisions, before the Closing Time, and each revision must have clearly and legibly identified on the first page of the facsimile:

- (a) the heading "Revision to Tender";

- (b) the correct name of the Bidder name corresponding to the name of the Bidder as set out on the Tender Form; and
- (c) the Project Name and, or the Project Number, as specified in SCT2.

9.5 If the Bidder delivers a revision by facsimile, then:

- (a) The Bidder's revision shall be considered to have been delivered on or after the Closing Time, and shall not be considered or evaluated, but shall be disqualified, if the facsimile transmission of the revision begins before the Closing Time and is completed on or after the Closing Time.
- (b) The Ministry does not in any way whatsoever guarantee, and makes no representation or warranty whatsoever, as to the confidentiality of any revision delivered by facsimile.

Form and Content of Revision (BC Bid eService Delivery Method)

9.6 If the Bidder delivers its Tender using the BC Bid eService Delivery Method then, unless the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method:

- (a) any and all revisions must be in writing, in the form of replacement amended Tender Forms and replacement amended Tender Envelopes provided for by clicking on the "Amendments" option in the Tender Envelope; and
- (b) the Bidder must ensure that
 - (i) each such replacement amended Tender Form is fully completed, and
 - (ii) each such replacement amended Tender Envelope, including the Schedule of Approximate Quantities and Unit Prices, is fully completed, and

are delivered to and received by the BC Bid eService in accordance with these Conditions of Tender, including for greater certainty, the BC Bid Terms and Conditions, before the Closing Time.

- (c) If the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method then CT9.6(a) and CT9.6(b) do not apply and CT9.2 to and including CT9.5 will apply to any and all revisions delivered subsequent to such election and to the Tender, and the Bidder must ensure that the requirements set out in CT9.2 to and including CT9.5 are satisfied.

9.7 If a Bidder submits revisions using the BC Bid eService Delivery Method, the Bidder's revision shall be considered to have been delivered on or after the Closing Time and shall not be considered or evaluated but shall be disqualified, if the transmission of the revision using the BC Bid eService Delivery Method begins before the Closing Time and is completed on or after the Closing Time.

Multiple Revisions

- 9.8** (a) Each revision delivered using the Hard Copy Delivery Method, should be numbered sequentially.
- (b) Unless the Bidder clearly and legibly specifies to the contrary on the face of each revision each revision shall be deemed to have been delivered by the Bidder in the chronological

order received.

Changes to Amount of Bid Security as a Result of Revision (including a Replacement of the Schedule of Approximate Quantities and Unit Prices)

- 9.9 The Bidder must ensure that the total value of the Bid Security complies with the requirements of the Schedule entitled "Tender Securities" as set out in the Tender Document Package, and that the total value of the Bid Security reflects any increase to the Tender Price as a result of any and all revisions, including as a result of the delivery of any and all replacement forms, including any replacement Schedule of Approximate Quantities and Unit Prices.
- 9.10 To ensure that the total value of the Bid Security reflects any increase to the Tender Price as a result of any and all revisions, including any and all replacement Schedules of Approximate Quantities and Unit Prices, if the terms of the Schedule entitled "Tender Securities" as set out in the Tender Document Package permit the delivery of a bank draft, certified cheque or money order in connection with this Tender Call and the Bidder delivered those forms of Bid Security to the Ministry as part of its Tender, then the Bidder must deliver replacement or additional bank drafts, certified cheques or money orders, as the case may be, to the Ministry in accordance with these Conditions of Tender, including for greater certainty CT6.
- 9.11 If as a result of any revisions, including any and all replacement Schedules of Approximate Quantities and Unit Prices, the total value of the Bid Security delivered by the Bidder exceeds the value required in the Schedule entitled "Tender Securities" as set out in the Tender Document Package, the Bidder shall not be permitted to withdraw any part of the Bid Securities delivered.

CT10. WITHDRAWAL OF TENDERS

- 10.1 A Bidder may only withdraw its Tender by delivering a notice of withdrawal in compliance with these Conditions of Tender on or before the Closing Date and before the Closing Time, and in such case, the Ministry shall return the withdrawn Tender, including any Bid Security, to the Bidder after the Closing Time.
- 10.2 Any Tender not withdrawn by the Bidder in accordance with these Conditions of Tender before the Closing Time, shall become irrevocable at the Closing Time, and shall remain irrevocable for the period of time specified on the Tender Form.

Form and Content of Withdrawals (Hard Copy Delivery Method)

10.3 If the Bidder has delivered its Tender using the Hard Copy Delivery Method or if the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method or elects pursuant to CT2.3(b) to submit the notice of withdrawal using the Hard Copy Delivery Method, then any notice of withdrawal must:

- (a) be in writing;
- (b) be clearly identified with
 - (i) the heading "Withdrawal of Tender",
 - (ii) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form,
 - (iii) and the Project Name and, or Project Number as specified in SCT2;
- (c) contain a clear statement that the Tender is withdrawn; and
- (d) be signed by the Bidder, or if the Bidder is a joint venture by the Authorized Venturer of the joint venture; and

be delivered to and received at the Closing Location before the Closing Time using the Hard Copy Delivery Method.

Delivery of Withdrawals by Hand or Courier (Hard Copy Delivery Method)

10.4 If the Bidder has delivered its Tender using the Hard Copy Delivery Method or if the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method or elects pursuant to CT2.3(b) to submit the notice of withdrawal using the Hard Copy Delivery Method, then the notice of withdrawal may be delivered by hand or courier, in which case, such notice of withdrawal must be delivered to and received at the Closing Location before Closing Time enclosed in an envelope, that has clearly and legibly identified on its face,

- (a) the heading "Withdrawal of Tender",
- (b) the correct name of the Bidder corresponding to the name of the Bidder as set out on the Tender Form, and
- (c) the Project Name and, or the Project Number, as specified in SCT2.

Delivery of Withdrawals by Facsimile (Hard Copy Delivery Method)

10.5 If the Bidder has delivered its Tender using the Hard Copy Delivery Method or if the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method or elects pursuant to CT2.3(b) to submit the notice of withdrawal using the Hard Copy Delivery Method, then the notice of withdrawal may be delivered by facsimile, in which case, such notice of withdrawal must be delivered to the facsimile number specified in the Invitation to Tender - Supplemental Conditions of Tender as the facsimile number for withdrawals, on or before the Closing Date and before Closing Time, and must have clearly and legibly identified on the first page of the facsimile,

- (a) the heading "Withdrawal of Tender",

- (b) the correct name of the Bidder corresponding to the name of the Bidder as set on the Tender Form, and
- (c) the Project Name and, or the Project Number, as specified in SCT2.

10.6 If the Bidder delivers a notice of withdrawal by facsimile, then:

- (a) the Bidder's notice of withdrawal shall be considered to have been delivered on or after the Closing Time, and shall not be considered in any way whatsoever, if the transmission of the notice of withdrawal by facsimile begins before the Closing Time and is completed on or after the Closing Time; and
- (b) the Ministry does not in any way whatsoever guarantee, and makes no representation or warranty whatsoever, as to the confidentiality of any notice of withdrawal delivered by facsimile.

Form and Content of Withdrawal (BC Bid eService Delivery Method)

10.7 If the Bidder delivers its Tender using the BC Bid eService Delivery Method then unless the Bidder has elected pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method or elects pursuant to CT2.3(b) to submit the notice of withdrawal using the Hard Copy Delivery Method, any notice of withdrawal must be,

- (a) submitted bid in accordance with the withdraw option provided by the BC Bid eService, and
- (b) delivered to and received by the BC Bid eService in accordance with these Conditions of Tender, including for greater certainty, the BC Bid eService Terms and Conditions, on or before the Closing Date and before the Closing Time.

If the Bidder delivers its Tender using the BC Bid eService Delivery Method and then elects pursuant to CT2.3(b) to submit revisions using the Hard Copy Delivery Method or elects pursuant to CT2.3(b) to submit the notice of withdrawal using the Hard Copy Delivery Method, then CT10.3 to CT10.6 inclusive will apply to the delivery of the Bidder's notice of withdrawal and the Bidder must ensure that the requirements set out in CT10.3 to CT10.6 inclusive are satisfied.

10.8 Any notice of withdrawal delivered using the BC Bid eService Delivery Method shall be considered to have been delivered on or after the Closing Time and shall not be considered, if the transmission of such notice begins before the Closing Time and is completed on or after the Closing Time.

CT11. DELIVERY AND RECEIPT OF DOCUMENTS/FUNCTIONING OF FAX AND ELECTRONIC SYSTEMS

11.1 The Ministry assumes no risk, makes no guarantee, warranty or representation whatsoever, and shall have no responsibility or liability, including in contract or in tort, whatsoever, for or in connection with,

- (a) the timely delivery of any information or documentation, including without limitation, these Conditions of Tender, or any and all Addenda, whether by BC Bid eService, by mail, by courier, by hand, by facsimile, or otherwise, in connection with this Tender Call,
- (b) the timely receipt of any Tenders, revisions, notice of withdrawals, or any other information or documentation from any Bidder or any person, or
- (c) the working order, functioning or malfunctioning, of facsimile transmission equipment or any

electronic information system, including without limitation, BC Bid eService...

- 11.2** Any and all Addenda, and any other documentation delivered by or on behalf of the Ministry shall be conclusively deemed to have been validly delivered to and received by the intended recipient, including any Bidder, at the time that such Addendum or documentation as the case may be, is issued,
- (a) by facsimile transmission to the facsimile number designated by the Bidder as the sole facsimile number for receipt of information in connection with this Tender Call, or
 - (b) in electronic form to the email address designated by the Bidder as the sole email address for receipt of information in connection with this Tender Call.

CT12. OPENING OF TENDERS

12.1 At the Tender Opening, subject to CT3.12,

- (a) the Tender Envelopes and the revisions delivered at the Closing Location before Closing Time using the Hard Copy Delivery Method shall be opened, and
- (b) the Tender Forms and Tender Envelopes, or, if the Bidder has delivered replacement amended Tender Forms and replacement amended Tender Envelopes for the purpose of revision of its Tender, then only such replacement amended Tender Forms and replacement amended Tender Envelopes, delivered to and received by the BC Bid eService before the Closing Time using the BC Bid eService Delivery Method, in accordance with these Conditions of Tender, including for greater certainty, the BC Bid Terms and Conditions, shall be announced, and

the amounts stated on each such Tender Form, or replacement amended Tender Form, and in any and all revisions delivered using the Hard Copy Delivery Method, as the Total Tender Cost, shall be read out.

- 12.2** The amount stated in connection with each Tender as the Total Tender Cost and read out at the Tender Opening is unverified and shall not constitute the Total Tender Cost, but is subject to review, calculation, verification and adjustment, by the Ministry in accordance with these Conditions of Tender.

CT13. EVALUATION OF TENDERS

- 13.1** Except as expressly set out in these Conditions of Tender, after the Closing Time, no Bidder shall be permitted to supplement or clarify any information provided in or omitted from any Tender.

Disqualification of Tenders

- 13.2** Any Tender, including for greater certainty, any and all revisions, which, in the sole discretion, of the Ministry:
- (a) is ambiguous or unclear as to meaning or intent;
 - (b) is incomplete, conditional, or contains a qualifier;
 - (c) fails to comply with any of the mandatory requirements of the Conditions of Tender;
 - (d) contains any alteration to the information provided by the Ministry; or

- (e) otherwise fails to comply sufficiently with the Conditions of Tender to be considered a valid Tender

is subject to Disqualification and may be disqualified by the Ministry, in its sole discretion.

If a Tender is subject to Disqualification due to any one or more of the foregoing defects, including a failure to comply with a mandatory requirement of the Conditions of Tender, which, in the sole discretion of the Ministry, is not material, then the Ministry may, in its sole discretion, waive the defect or defects, as the case may be, and not disqualify the Tender.

- 13.3** Without limiting the generality of CT13.2, any revision of a Tender which, in the sole discretion of the Ministry, contains one or more of the defects set out in CT13.2, is subject to Disqualification and may be disqualified by the Ministry, in its sole discretion. If such revision is disqualified, then the Ministry may, subject to CT 13.2, continue with the evaluation of the Tender and any other revisions, in connection with which the disqualified revision was delivered. Notwithstanding the foregoing, if a revision is subject to Disqualification due to any one or more of the foregoing defects, including a failure to comply with a mandatory requirement of the Conditions of Tender, which, in the sole discretion, of the Ministry, is not material, then the Ministry may, in its sole discretion, waive the defect or defects, as the case may be, and not disqualify the revision.

Bid Security Remediation

- 13.4** If a Tender is subject to Disqualification due to the Bid Security containing any one or more of the defects listed in CT 13.2, which in the sole discretion of the Ministry is not material, then the Ministry may, in its sole discretion, deliver written notice to the Bidder that delivered the subject Bid Security requiring the Bidder to remedy the defect or defects, as the case may be, and to deliver to the Closing Location by not later than two (2) business days after the date of the Ministry's notification replacement Bid Security with the subject defect or defects remedied in accordance with the Ministry's notice. If the Bidder fails to comply with such notice, the Ministry may, in its sole discretion, disqualify the Bidder's Tender.

Determination of Tender Price

- 13.6** The Tenders that, in the sole discretion of the Ministry, comply with the Conditions of Tender including, without limitation, CT7 shall be evaluated on the basis of the Total Tender Costs calculated by the Ministry in accordance with the following provisions:
- (a) the Unit Prices, the Tendered Site Occupancy Days if the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy, and the Extended Amounts, including the Tendered Site Occupancy Cost if applicable, as shown on the Bidder's Schedule of Approximate Quantities and Unit Prices shall be adjusted by the Ministry in accordance with any revision(s) that have not been disqualified;
 - (b) if any Unit Price provided by the Bidder and its corresponding Extended Amount are at variance, the Unit Price shall be considered correct and the Ministry shall recalculate the Extended Amount by multiplying the Approximate Quantity by the Unit Price provided by the Bidder;
 - (c) if the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy, and any Tendered Site Occupancy Days provided by the Bidder and its corresponding Tendered Site Occupancy Cost are at variance, the Tendered Site Occupancy Days shall be considered correct and the Ministry shall recalculate the Tendered Site Occupancy Cost by multiplying the Tendered Site Occupancy Days by the Daily Site Occupancy Cost;

- (d) if the sum of all Extended Amounts, including the Tendered Site Occupancy Cost if the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy, and the amount stated as the Total Tender Cost on the Tender Form are at variance, then the amount stated as the Total Tender Cost on the Tender Form shall be deemed to be adjusted to be the sum of the Extended Amounts, including if applicable the Tendered Site Occupancy Cost, as calculated by the Ministry;
- (e) if the sum of all Extended Amounts as calculated by the Ministry, including the Tendered Site Occupancy Cost if the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy, is at variance with the amount stated as the Total Tender Cost on the Tender Form, then the sum of the Extended Amounts as calculated by the Ministry, including if applicable the Tendered Site Occupancy Cost, shall be deemed to be the Total Tender Cost and the amount stated as the Total Tender Cost on the Tender Form shall be deemed to be adjusted to be the sum of the Extended Amounts, including if applicable the Tendered Site Occupancy Cost, as calculated by the Ministry; and,
- (f) the sum of all Extended Amounts as calculated by the Ministry, including the Tendered Site Occupancy Cost if the Schedule of Approximate Quantities and Unit Prices contains a Part B for Site Occupancy, shall be deemed to be the Bidder's Total Tender Cost.

13.7 If the Total Tender Cost of each of two or more Tenders, as calculated by the Ministry, is the same figure and if the Ministry decides to accept any Tender and award the Contract, then the Ministry shall determine the Bidder to which an Award letter will be delivered by applying a random method chosen in the Ministry's sole discretion, which may consist of, without limitation, a coin toss or the drawing of one of the Bidder's names out of a box.

CT14. BIDDER'S CAPACITY TO PERFORM

14.1 The Ministry may, at any time and from time to time, after Closing Time, require any Bidder to satisfy the Ministry, in its sole discretion, that the Bidder has the necessary qualifications, equipment, material, and resources available to carry out the Work in a safe, competent manner, by the required date for the completion of the Work under the Contract and by any other time limit set out in the Tender Document Package, and in compliance with any other requirements specified in the Tender Document Package, including by delivering information to the Ministry in writing which information may include any or all of the following:

- (a) evidence that the Bidder is financially, or otherwise capable of performing and completing the Work or the Contract, including without limitation, an agreement to bond, consent of surety, or undertaking to provide requisite insurance;
- (b) evidence that the Bidder has successfully carried out and completed works of a similar nature or is otherwise fully capable of performing the Work;
- (c) a list of equipment, and its mechanical condition, that the Bidder will be using to perform the Work;
- (d) evidence that the personnel available to the Bidder and which the Bidder will be using to perform the Work, have professional standing, technical and trade qualifications and licenses necessary to perform the Work;
- (e) a detailed Project or Construction Schedule meeting all requirements of the Contract.

- 14.2** Any Bidder requested to provide such information shall comply with the request by not later than ten (10) days of the date on which the request was made or within such earlier time period, as specified by the Ministry. The Ministry reserves the right to Disqualify the Tender of any Bidder that does not provide information to the satisfaction of the Ministry, in its sole discretion, in response to any such request.

CT15. RIGHT NOT TO AWARD

- 15.1** The Ministry reserves the right, in its sole discretion, to Disqualify any or all Tenders, to cancel this Tender Call, to reject any or all Tenders, and to re-tender the same or similar Work at any time. The lowest or any Tender shall not necessarily be accepted.

CT16. ACCEPTANCE

- 16.1** An Award letter is the only form of acceptance that shall be binding on the Ministry.

CT17. EXECUTION AND DELIVERY OF CONTRACT AND STEPS REQUIRED PRIOR TO COMMENCEMENT OF WORK

- 17.1** If the Ministry delivers an Award letter to the Bidder,

(a) the Bidder shall on the earlier of:

- (i)** fourteen (14) days from the date shown of the Award letter; and
- (ii)** three (3) days before commencement of the Work on the Site,

obtain and deliver to the Ministry, the Contract Security(ies), evidence of compliance with the Schedule of the Contract entitled the "Schedule of Insurance", and a valid Workers' Compensation Board registration number for the Bidder, and

(b) the Bidder shall on the earlier of:

- (i)** fourteen (14) days from the date shown on the Ministry cover letter delivering the Contract to the Bidder; and
- (ii)** three (3) days before commencement of the Work on the Site,

deliver to the Ministry the Contract duly signed by the Bidder, and commence to diligently and promptly fulfill its obligations under the Contract.

CT18. DEFAULT

Event of Default

- 18.1 Without limiting any and all rights of the Ministry to make demand on the Bid Security, if the Bidder does not comply with the requirements of CT17, then the Ministry may make demand on the Bid Security.
- 18.2 The rights and remedies of the Ministry under and in connection with this Tender Call are not limited to the Ministry's right to make demand on the Bid Security, and the right to make such demand is cumulative and in addition to every other right and remedy available to the Ministry under and in connection with this Tender Call, at law, and in equity. The exercise by the Ministry of any such right or remedy shall not preclude the simultaneous or later exercise of any other such right or remedy.

Demand on Bid Security

- 18.3 A demand on the Bid Security shall be the lesser of:
- (a) the difference between the Tender Price of the Bidder that has been awarded the Contract by the Ministry, as calculated by the Ministry, and the amount for which the Ministry contracts with another party to perform the Work or substantially the same Work; and
 - (b) the full amount of the Bid Security.

CT19. DISPUTE RESOLUTION

- 19.1 In the event of a dispute arising out of this Tender Call:
- (a) the Bidder shall, within fourteen (14) days of any issue in dispute first coming to the attention of the Bidder, deliver written notice to the Contact Person of such dispute arising out of this Tender Call; and
 - (b) all such disputes not resolved through negotiation between the parties to the dispute within thirty (30) days of the dispute being presented in writing to the Contact Person may by agreement of the Ministry and the Bidder be referred to and finally resolved by binding arbitration in accordance with the *Commercial Arbitration Act*.
- 19.2 Notwithstanding any notice delivered under CT19.1, the Ministry may, but in no event will be obligated to, proceed with this Tender Call, including an Award and the execution of a Contract, without prejudice to any ongoing dispute resolution proceedings or discussions including any negotiations or binding arbitration as contemplated in CT19.1.

CT20. TIME LIMITATION ON CLAIMS

- 20.1 Any claim or cause of action a Bidder may have against the Ministry arising out of or in connection with:
- (a) the Tender;
 - (b) the Award; or

(c) this Tender Call

shall be absolutely barred after the expiration of one (1) year commencing from the Closing Time.

CT21. LIMITATION OF DAMAGES

21.1 The Bidder agrees that if the Ministry cancels this Tender Call, disqualifies all Tenders, rejects all Tenders, or does not Award the Contract to any Bidder, then

(a) the Bidder shall not claim against the Ministry, and

(b) the Ministry shall not be liable to the Bidder or to any person,

in contract, in tort, or otherwise, for any losses, costs, damages legal fees, or expenses or anything whatsoever, including without limitation, for loss of revenue, opportunity, or anticipated profit, or for the costs of the preparation of the Bidder's Tender

21.2 The Bidder agrees that in circumstances not described in CT21.1,

(a) the Bidder shall not claim against the Ministry, and

(b) the Ministry shall not be liable to the Bidder or to any person,

in contract, in tort, or otherwise, for any losses, costs, damages or expenses or anything whatsoever, including without limitation, for loss of revenue, opportunity, or anticipated profit, in excess of an amount equivalent to the actual and reasonable costs directly incurred by the Bidder to prepare the Bidder's Tender.

21.3 The Bidder agrees that it shall not proceed with any claim(s) relating to or arising from the subject matter of any of the claims described in CT21.1 against any person which might seek contribution or indemnity against the Ministry as a result of such claim(s).

CT22. JURISDICTION OF COURTS AND GOVERNING LAW

22.1 Subject to the arbitration provisions of CT19.1, a Bidder shall be deemed to have attorned to the exclusive jurisdiction of the Courts of British Columbia with respect to any disputes and claims arising in any way out of this Tender Call including but not limited to any disputes and claims arising in any way out of the use of the BC Bid eService. Any such disputes and claims and the terms of this Tender Document Package are to be governed by, construed and interpreted in accordance with the laws of British Columbia, without regard to choice of law principles..

CT23. INTERPRETATION AND DISCRETION

23.1 The Ministry shall not be bound by industry custom and practice in the application or interpretation of these Conditions of Tender, the exercise of its discretion under these Conditions of Tender, or with respect to any other matter concerning or arising from these Conditions of Tender.

CT24. APPROPRIATION

24.1 Notwithstanding any other term of these Conditions of Tender, any Award of the Contract, and any financial obligations of the Ministry pursuant to these Conditions of Tender or the Contract shall be subject to:

- (a) there being sufficient monies available in an Appropriation to enable the Ministry in any fiscal year or part thereof when any payment of money by the Ministry to the Bidder falls due under the Contract, to make that payment; and
- (b) the Treasury Board, as defined in the *Financial Administration Act*, having not controlled or limited expenditure under any Appropriation contemplated to or referred to in the Contract.

CT25. CONFIDENTIALITY

25.1 All documents and records in the custody or under the control of the Ministry, including, without limitation, the Tender, any revision, and all other information delivered by the Bidder pursuant to these Conditions of Tender shall become the property of the Ministry, and the Ministry may use any such information, including pricing information provided by the Bidder for the purpose of or in connection with preparing analyses of the Work and for the purpose of or in connection with cost estimating for other projects, and for such purposes, the Ministry may disclose such information to consultants retained by the Ministry.

25.2 Except as otherwise provided or otherwise contemplated in these Conditions of Tender, the Ministry shall treat as confidential and shall not, without the prior written consent of the Bidder, publish, or disclose, or permit to be published or disclosed, the Tender, any revision any documents, records or other information delivered by the Bidder pursuant to these Conditions of Tender, except insofar as such publication or disclosure is required by law, including without limitation the *Freedom of Information and Protection of Privacy Act*, or is necessary to enable the Ministry to fulfill any obligations that the Ministry may have under or in connection with this Tender Call.

CT26. INDEPENDENT TENDER DECLARATION

26.1 By submitting a Tender, a Bidder attests that:

- a) the contents of its Tender and the Tender Call and the Unit Prices and any other figures set out in the Schedule of Approximate Quantities and Unit Prices in its Tender have been arrived at without collusion with any other Bidder or potential Bidder; and,
- b) no attempt has been made, nor will be made, by the Bidder to induce any other person to submit, or not to submit, a Tender in response to this Tender Call for the purpose of restricting competition.

26.2 Without limiting any rights or remedies the Ministry may otherwise have against a Bidder as a result of non-compliance with the requirements of CT 26.1, such non-compliance may result in the Disqualification of the Bidder's Tender at the Ministry's sole discretion.

CT27. GENERAL

CONDITIONS OF TENDER

- 27.1** The headings and captions in these Conditions of Tender are inserted for convenience only and do not form a part of these Conditions of Tender and in no way define, limit, alter or enlarge the scope or meaning of any term of these Conditions of Tender.
- 27.2** If any provision of these Conditions of Tender or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of these Conditions of Tender and the application of such provision to any other person or circumstance will not be affected or impaired thereby and shall be valid and enforceable to the extent permitted by law.
- 27.3** In these Conditions of Tender, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.
- 27.4** A Bidder shall not be entitled to assign in whole or in part, either directly or indirectly, any of its rights under a submitted Tender.

CT28. TENDERS FROM JOINT VENTURES

- 28.1** The provisions of CT 28 apply only to a Bidder submitting a Tender as a joint venture.
- 28.2** As set out in CT2.8, a Bidder which submits its Tender as a joint venture, must submit its Tender, including any and all revisions, and any notice of withdrawal, by using the Hard Copy Delivery Method.
- 28.3** The Tender Form of a Bidder which is a joint venture must be completed as follows:
- (a) the Tender Form must show the correct name of the joint venture on the "Name of Bidder" line on the Tender Form, and the name of each of the venturers in the joint venture must also be inserted on the "Name of Bidder" line if not already included in the name of the joint venture;
 - (b) the "Doing Business as Name" on the Tender Form should be left blank; and,
 - (c) an Authorized Representative of the joint venture's "Authorized Venturer" must sign on the line for the "Signature of Authorized Representative of the Bidder", with the name and title of that Authorized Representative of the Authorized Venturer inserted on the line for the "Name and Title of Authorized Representative of the Bidder".
- 28.4** The Tender Envelope of a Bidder which is a joint venture, must include a "Joint Venture Confirmation Agreement" in the format set out in the specimen Joint Venture Confirmation Agreement contained in the Tender Document Package, executed by each venturer in the joint venture in accordance with the terms of the Joint Venture Confirmation Agreement. For greater certainty, the terms of the Joint Venture Confirmation Agreement provide that it may be executed in counterparts, and that faxed and pdf copies of signed counterparts shall constitute originals of the signed counterparts.
- 28.5** The Bidder and each of the venturers must comply with all of the terms set out in the Joint Venture Confirmation Agreement, which are incorporated into and form part of these Conditions of Tender

with respect to a Tender submitted by a joint venture.

28.6 The Bid Security delivered by a Bidder which is a joint venture, must be completed in the following manner:

- (a) the Bid Bond must indicate the correct name of the joint venture as set out on the Tender Form as the "BIDDER NAME", and may but need not include the name of each of the venturers in the joint venture in the "BIDDER NAME" line if not already included in the name of the joint venture;
- (b) the Authorized Venturer of the joint venture must be shown as the "Principal/Bidder" in the signature part of the Bid Bond; and
- (c) the Bid Bond must be signed by an Authorized Representative of the Authorized Venturer.

By the delivery of the Tender and the delivery of the Joint Venture Confirmation Agreement, each joint venturer attests and agrees that the Authorized Venturer had the authority to sign the Bid Bond on behalf of itself, the Bidder and each of the other venturers, jointly and severally.

28.7 If the Bidder is a joint venture, the obligations of the Bidder, and the covenants, representations, warranties, debts and liabilities of the Bidder made, given or incurred under, in connection with or pursuant to the Bidder's Tender, the Conditions of Tender, the Tender Document Package, the Bid Security, or any of them shall be the joint and several obligations, covenants, representations, warranties, debts and liabilities of each of the venturers in the joint venture, notwithstanding the nature of the legal relationship between the venturers.

28.8 If the Bidder is a joint venture, the complement of the venturers forming the joint venture as set out on the "Name of Bidder" line on the Tender Form, must not change at any time between the delivery of the Bidder's Tender to the Ministry and the execution of a Contract with the Bidder in the event of an Award to the Bidder.

28.9 The terms in CT28.1 to CT28.8, supplement, rather than replace, the other terms in the Conditions of Tender as far as those other terms apply to Bidder which is a joint venture. For the sake of certainty, the other terms of the Conditions of Tender, except to the extent that they have been expressly modified by the terms in CT28.1 to CT28.8, apply with full force and effect to a Bidder which is a joint venture.

SCHEDULE T2

TENDER SECURITIES



FOR MAJOR WORKS CONTRACTS AND DESIGN BUILD CONTRACTS

1. GENERAL INFORMATION ON TENDER SECURITIES

Any and all costs related to or for any and all Bid Securities and Contract Securities must be included in the Tender Price and the Ministry will not be responsible for or pay for any such costs as separate or as extra items.

deliver to the Ministry at the address set out in the Award letter a Performance Bond and Labour and Material Payment Bond, each:

2. TENDER REQUIREMENTS

The Bidder will deliver Bid Security in the form of a **Bid Bond** for a value of not less than ten percent **(10%) of the Tender Price**, in the format and containing the terms and conditions set out in the Specimen form of Bid Bond set out in this Schedule, and duly executed on behalf of the Surety and the Bidder.

- (iii) in the format and containing the terms and conditions set out in the Specimen form of Performance Bond and Labour and Material Payment Bond attached in the Schedule entitled "Contract Securities" to the Contract, and
- (iv) in the amount of **fifty percent (50%)** of the Tender Price.

3. CONTRACT REQUIREMENTS

If the Bidder is awarded the Contract the Bidder will, on the earlier of:

- (i) fourteen (14) days from the date shown on the Award letter; and
- (ii) three (3) days before commencement of the Work on the Site,

SPECIMEN

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT _____ **(BIDDER NAME)**
as Principal, hereinafter called the Principal, and _____ **(SURETY/INSURANCE COMPANY
NAME AND ADDRESS)**, a corporation created and existing under the laws of
Canada and duly authorized to transact the business of Suretyship in Canada as Surety,
hereinafter called the Surety, are held and firmly bound unto HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED
BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE, as Obligee,
hereinafter called the Obligee, in the amount of ten percent (10%) of tender sum in
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 submitted a written tender to the Obligee in response to a
tender call issued by the Obligee for **(PROJECT NUMBER and PROJECT NAME)**
which tender call has a closing date of the _____ day of _____ 20____ (as this
closing date may be amended from time to time by the Obligee by addenda).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the
aforesaid Principal shall have the tender accepted within sixty (60) days from the closing
date of tender and the said Principal will within the time required, enter into a formal
contract and give the specified security to secure the performance of the terms and
conditions of the contract, then this obligation shall be null and void; otherwise the
Principal and the Surety will pay unto the Obligee the difference in money between the
amount of the bid of the said Principal and the amount for which the Obligee legally
contracts with another party to perform the work if the latter amount be in excess of the
former.

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

Any suit under this Bond must be instituted before the expiration of six months from the
date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this
Bond this

_____ day of _____ 20____

SIGNED and SEALED

In the presence of:

For the Principal/Bidder

SEAL

For the Surety Attorney-in-fact

SEAL

SCHEDULE T3

SPECIFIC REFERENCE DOCUMENTS

Schedule T3 – Specific Reference Documents

**PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)**

There are no Specific Reference Documents for this Contract.

DO NOT OPEN

RETURN ADDRESS:

Bidder's Name: _____

Address: _____

TENDER DOCUMENTS

**MINISTRY OF TRANSPORTATION
AND INFRASTRUCTURE**

TENDER FOR:

Project #: _____

Project Name: _____



BRITISH
COLUMBIA

The Best Place on Earth

Ministry of Transportation and Infrastructure

Major Works

CONTRACT

PROJECT NO. 23281-0000

ASPHALT RESURFACING

HWY 5 COQUIHALLA, PHASE 2

HELMER MEDIAN CROSS OVER TO MEADOW CREEK

(39.4 LANE KM)

Date of Contract:

Contractor:

Name

Address

MAJOR WORKS
ORDER OF CONTENTS
CONTRACT DOCUMENT PACKAGE

PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

| |
|---|
| Cover Page - Contract Document Package |
| Order of Contents – Contract Document Package |
| Contract Cover Page |
| Major Works General Conditions |
| Schedule 1 –Supplemental General Conditions and Glossary of Terms |
| Supplemental General Conditions |
| Glossary of Terms |
| Schedule 2 – Contract Securities |
| INS-265 Contract Securities Requirements and Bond Specimens |
| Specimen Performance Bond |
| Specimen Labour and Material Payment Bond |
| Schedule 3 – Special Provisions and Appendices |
| Schedule 4 – Drawings |
| Schedule 5 – Time Schedule |
| Schedule 6 – Insurance |
| INS-NOTICE - Notice to Contractors |
| INS-152 – Insurance Specifications Major Works |
| H0111 - Certificate of Insurance |
| Schedule 7 – Approximate Quantities and Unit Prices |
| Schedule 8 – Contract Addenda |

| |
|------------|
| Contractor |
| |
| Initials |

| |
|-------------------|
| Ministry Official |
| |
| Initials |

CONTRACT

MAJOR WORKS GENERAL CONDITIONS

Table of Contents

| | | |
|----------|--|----|
| GC 1.00 | GLOSSARY OF TERMS | 2 |
| GC 2.00 | CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS | 2 |
| GC 3.00 | INFORMATION PROVIDED BY THE MINISTRY | 3 |
| GC 4.00 | TERM | 4 |
| GC 5.00 | MINISTRY APPOINTMENTS | 4 |
| GC 6.00 | EMPLOYEES OF THE CONTRACTOR | 4 |
| GC 7.00 | LEGAL RELATIONSHIP AND PRIME CONTRACTOR | 5 |
| GC 8.00 | ASSIGNMENT AND SUBCONTRACTING | 5 |
| GC 9.00 | SUBCONTRACTOR AND SUPPLIER DISPUTES | 6 |
| GC 10.00 | DESIGNATED SUBCONTRACTOR(S) AND DESIGNATED SUPPLIER(5) | 6 |
| GC 11.00 | CONDITIONS OF EQUIPMENT | 7 |
| GC 12.00 | BONDS AND INSURANCE | 7 |
| GC 13.00 | THIRD PARTY CONSENTS TO CHANGES | 8 |
| GC 14.00 | INDEMNITY | 8 |
| GC 15.00 | NOTICE OF LIABILITY AND PROPERTY INSURANCE CLAIMS | 8 |
| GC 16.00 | COMMENCEMENT OF THE WORK | 9 |
| GC 17.00 | PROSECUTION OF THE WORK | 9 |
| GC 18.00 | STANDARD OF WORK | 9 |
| GC 19.00 | ERRORS OR OMISSIONS | 10 |
| GC 20.00 | INSPECTION OF THE WORK | 10 |
| GC 21.00 | SAMPLES AND TESTING | 11 |
| GC 22.00 | CO-OPERATION OF THE CONTRACTOR | 11 |
| GC 23.00 | UTILITIES | 11 |
| GC 24.00 | CONTAMINANTS | 11 |
| GC 25.00 | PROTECTION OF SITE AND WORK DURING CONSTRUCTION | 12 |
| GC 26.00 | MAINTENANCE OF WORK DURING CONSTRUCTION | 12 |
| GC 27.00 | EMERGENCY WORK | 13 |
| GC 28.00 | WORK ORDERS | 13 |
| GC 29.00 | STOP WORK ORDER | 13 |
| GC 30.00 | SEASONAL SHUT-DOWN | 14 |
| GC 31.00 | RESUME WORK ORDERS AND COMPENSATION | 15 |
| GC 32.00 | PROVISIONAL SUM AND CONDITIONAL ITEMS | 15 |
| GC 33.00 | COMPLIANCE WITH THE TIME SCHEDULE | 15 |
| GC 34.00 | SUBSTANTIAL COMPLETION | 16 |
| GC 35.00 | TOTAL COMPLETION | 17 |
| GC 36.00 | WARRANTY | 17 |
| GC 37.00 | NOTICES | 18 |
| GC 38.00 | CHANGES TO WORK | 19 |
| GC 39.00 | CHANGES IN QUANTITIES FOR UNIT PRICE ITEMS | 20 |
| GC 40.00 | ELIMINATED ITEM | 21 |
| GC 41.00 | CHANGED CONDITIONS | 22 |
| GC 42.00 | REIMBURSABLE DELAY | 22 |
| GC 43.00 | CHANGE IN TAXES | 23 |
| GC 44.00 | EXTENSION OF TIME | 24 |
| GC 45.00 | CHANGE OF COMPLETION DATE | 25 |
| GC 46.00 | PAYMENT | 26 |

| | | |
|----------|--|----|
| GC 47.00 | PROVISIONAL SUM ITEMS..... | 26 |
| GC 48.00 | CONDITIONAL ITEMS | 27 |
| GC 49.00 | FORCE ACCOUNT..... | 27 |
| GC 50.00 | COMPENSATION FOR REIMBURSABLE DELAY | 29 |
| GC 51.00 | CONSEQUENTIAL LOSSES..... | 30 |
| GC 52.00 | PROGRESS PAYMENTS | 30 |
| GC 53.00 | FINAL PROGRESS PAYMENT | 31 |
| GC 54.00 | HOLDBACK | 32 |
| GC 55.00 | INTERIM HOLDBACK RELEASE..... | 32 |
| GC 56.00 | FINAL HOLDBACK RELEASE | 32 |
| GC 57.00 | APPROPRIATION | 33 |
| GC 58.00 | DISPUTE RESOLUTION..... | 33 |
| GC 59.00 | FORMAL CLAIM..... | 34 |
| GC 60.00 | APPEAL..... | 36 |
| GC 61.00 | ARBITRATION | 36 |
| GC 62.00 | DEFAULT..... | 36 |
| GC 63.00 | TERMINATION FOR REASONS OTHER THAN DEFAULT | 38 |
| GC 64.00 | RECORDS | 38 |
| GC 65.00 | REPORTS..... | 38 |
| GC 66.00 | AUDIT | 39 |
| GC 67.00 | CONFIDENTIALITY | 39 |
| GC 68.00 | ANNOUNCEMENTS | 40 |
| GC 69.00 | PROVINCIAL PROPERTY..... | 40 |
| GC 70.00 | ENTIRE CONTRACT | 40 |
| GC 71.00 | AMENDMENTS | 40 |
| GC 72.00 | ADDRESS FOR NOTICES..... | 40 |
| GC 73.00 | FURTHER ASSURANCES..... | 40 |
| GC 74.00 | DUTY TO MITIGATE | 41 |
| GC 75.00 | WAIVER | 41 |
| GC 76.00 | TIME | 41 |
| GC 77.00 | INTERPRETATION | 41 |
| GC 78.00 | SURVIVAL OF TERMS..... | 42 |
| GC 79.00 | SUCCESSORS AND ASSIGNS | 42 |
| GC 80.00 | GOVERNING LAW | 42 |
| GC 81.00 | JOINT AND SEVERAL LIABILITY RE JOINT VENTURES..... | 42 |
| GC 82.00 | LIMITATIONS FOR CLAIMS | 42 |



**BRITISH
COLUMBIA**

**Ministry of Transportation
and Infrastructure**

This Major Works Contract

BETWEEN:

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Transportation and Infrastructure
(the "Ministry")**

OF THE FIRST PART

AND:

**THE CONTRACTOR
as identified on the execution page of the Contract
(the "Contractor")**

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A.** The Contractor has offered to perform the Work herein described at the price and on the terms herein set out; and
- B.** The Ministry has accepted the offer by Contractor to perform the Work at the price and on the terms herein set out;

Now therefore the Ministry and the Contractor agree as follows:

GC 1.00 GLOSSARY OF TERMS

GC 1.01 A capitalized term shall have the meaning as set out in Schedule 1 – Supplemental General Conditions / Glossary of Terms.

GC 2.00 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

GC 2.01 The Contractor represents and warrants to the Ministry that, at the time of execution of the Contract and until the expiration of the Term:

- (a) in the case of a limited company or a corporation within the meaning of the Business Corporations Act, that it is duly organized and validly existing under the laws of British Columbia, under the laws of Canada, or under the laws of any other province, state or country in which case it is registered extra-provincially in British Columbia;
- (b) in the case of a partnership as defined in the Partnership Act, that it is duly organized and validly existing under the laws of British Columbia or under the laws of any other province, state or country, and that it is registered in or registered extra-provincially in British Columbia if required at law;
- (c) in the case of a partnership as defined in the Partnership Act, that GC 2.01(a) is true of any limited company or corporation within the meaning of the Business Corporations Act that is a partner in the partnership;
- (d) in the case of a joint venture, that each venturer in the joint venture is either an individual, a limited company or a corporation within the meaning of the Business Corporations Act, or a partnership as defined in the Partnership Act;
- (e) in the case of a joint venture, that GC 2.01(a) is true with respect to any limited company or corporation within the meaning of the Business Corporations Act that is a venturer in the joint venture, and that GC 2.01(b) is true with respect to any partner as defined in the Partnership Act that is a venturer in the joint venture;
- (f) the Contractor, or in the case of a Contractor which is a joint venture each of the venturers that form the joint venture, has or have full legal capacity to execute the Contract, and all necessary steps have been taken to authorize the execution and delivery of the Contract by the Contractor or by each of the venturers in the case of a Contractor which is a joint venture;
- (g) the Contractor is fully legally authorized, licensed and permitted to perform the Work;
- (h) the Contractor has no knowledge of any fact that materially and adversely affects or, so far as it can foresee, may materially and adversely affect its financial condition or its ability to fulfill its obligations under the Contract;
- (i) the Contractor is not aware of any actual or contingent claims, actions, demands or suits which might adversely affect the Contractor's ability to carry out or complete the Work or any of its obligations under the Contract;
- (j) the Contractor has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers' compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due by the Contractor under those laws as of the date of the Contract;
- (k) the Contractor is not in breach of any law which might disqualify the Contractor from undertaking or completing the Work; and
- (l) the Contractor holds all permits, licenses, consents, and authorities issued by any level of

government or any agency of government, that are required by law to conduct its business.

GC 2.02 The representations and warranties contained in GC 2.01 are continuing representations or warranties and shall remain in effect until the completion of all of the Contractor's obligations under the Contract.

GC 2.03 The Contractor covenants with the Ministry that:

- (a) it shall continue to file all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, and shall comply with all workers' compensation legislation and other similar legislation to which it is subject, and shall pay all taxes, fees, and assessments due by the Contractor under those laws;
- (b) it shall pay punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (c) it shall ensure that the Work is carried out with all reasonable diligence and in particular, without limiting the foregoing, with due regard to public safety, and in accordance with the Contract;
- (d) it shall comply with all laws, bylaws and regulations relating to the Work; and
- (e) the Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from any competent government authority, branch or agency thereof, and the Contractor shall obtain, at its own expense, licenses, approvals or other statutory or regulatory authorizations which are applicable to the Work or the Contract, save and except any licenses and permits which are specified within the Contract to be obtained by the Ministry.

GC 2.04 The Contractor agrees that all representations, warranties, covenants, and agreements made in the Contract and all documents delivered by or on behalf of the Contractor to the Ministry are material and the Contractor acknowledges and agrees that the Ministry has relied on them, notwithstanding any prior or subsequent investigation by the Ministry.

GC 3.00 INFORMATION PROVIDED BY THE MINISTRY

GC 3.01 The geotechnical investigation datum and test results, but not the interpretations and analyses thereof, provided in the borehole and test pit logs contained within the Contract Document Package and the Specific Reference Documents are a reasonable representation of the conditions encountered at the specific locations investigated on the dates of the investigations, and to that extent may be relied upon by the Contractor.

GC 3.02 The survey point datum, but not information derived or interpolated therefrom such as digital terrain models, contours and cross-sections, contained within the Contract Document Package and the Specific Reference Documents are a reasonable representation of the individual points surveyed at the time of such survey, and to that extent may be relied upon by the Contractor.

GC 3.03 Except as provided by GC 3.01 and GC 3.02,

- (a) the Ministry makes no representation and accepts no responsibility or liability, and
- (b) the Contractor acknowledges and agrees that it has not relied upon any representation by the Ministry,

with respect to the completeness, accuracy or relevance of any information provided in, or accessed through the URL's or the internet sites set out in the Contract Document Package, the Specific Reference Documents or the General Reference Documents or any analysis or interpretation thereof, and any reliance thereon or use made thereof by the Contractor shall be at the sole risk of the Contractor.

GC 3.04 The Ministry does not provide any warranties whatsoever under the Contract.

GC 4.00 TERM

GC 4.01 The Term of the Contract shall commence on the Award Date and shall end on the date on which all of the obligations of the parties have been fulfilled or upon the earlier termination of the Contract.

GC 4.02 The following obligations, without limitation, of the Contractor survive the completion of Term or the earlier termination of the Contract:

- (a) provision of the indemnity pursuant to GC 14.00,
- (b) maintenance of records pursuant to GC 64.00, and
- (c) maintenance of the Bonds and insurance pursuant to GC 12.00.

GC 5.00 MINISTRY APPOINTMENTS

GC 5.01 The Ministry shall designate a Ministry Representative and a Ministry Manager and shall provide the Contractor with notice in writing as to such designations. The Ministry may change these designated personnel, and provide written notice of the change to the Contractor. The Ministry at its discretion may appoint one person as Ministry Manager and Ministry Representative.

GC 5.02 Notwithstanding any other provision of the Contract, the Ministry Representative and Ministry Manager, in carrying out their obligations under the Contract, may obtain and rely upon any technical, managerial, and other input and direction from the Ministry or any third party to aid them in carrying out such obligations.

GC 5.03 The Ministry Representative and Ministry Manager may delegate any of their duties and responsibilities under the Contract, and shall notify the Contractor in writing of any such delegation.

GC 6.00 EMPLOYEES OF THE CONTRACTOR

GC 6.01 The Contractor shall provide and maintain at all times sufficient personnel, including without limitation, competent supervisory personnel in place and available to it to fully perform and complete the Work in accordance with the Contract.

GC 6.02 Prior to commencing any Work on the Site, the Contractor shall notify the Ministry Representative in writing of the appointment of:

- (a) a Contractor Manager with full authority, as agent of the Contractor, to act on behalf of and legally bind the Contractor in connection with the Work and the Contract; and
- (b) a Contractor Representative with full authority to supervise the Work, who shall be directly available to the Ministry Representative during all active periods of Work.

GC 6.03 The Contractor may, at its discretion, appoint one person as both Contractor Manager and Contractor Representative.

GC 6.04 In the event of any change(s) to these designated personnel, the Contractor shall promptly provide written notice to the Ministry Representative.

GC 6.05 The Contractor Representative and Contractor Manager may delegate any of their duties and responsibilities under the Contract, and shall notify in writing the Ministry Representative of any such delegation.

GC 6.06 The Contractor shall promptly comply with any written request by the Ministry Representative for full disclosure of the relevant knowledge, skills, prior experience, and professional standing or technical or trade certification of any person appointed, employed, or used by the Contractor in carrying out any part of the Work.

GC 6.07 If, at any time, the Ministry Representative does not consider any person appointed to discharge any of the functions of the Contractor Representative or the Contractor Manager to be acceptable, the Contractor shall forthwith replace such person with a person acceptable to the Ministry and provide written notice to the Ministry of the appointment of such replacement.

GC 7.00 LEGAL RELATIONSHIP AND PRIME CONTRACTOR

GC 7.01 The Contractor is an independent contractor and not the servant, employee, partner, or agent of the Ministry.

GC 7.02 The Contractor shall not commit the Ministry to the payment of any money to any person.

GC 7.03 No partnership, joint venture, or agency involving the Ministry is created by the Contract or by any action of the parties under the Contract.

GC 7.04 All personnel employed by the Contractor to carry out the Work are at all times the employees of the Contractor and not of the Ministry. The Contractor is solely responsible for any and all labour relations and employment obligations with respect to the personnel including, without limitation, all matters arising, directly or indirectly from the relationship of employer and employee between the Contractor and the personnel employed by the Contractor.

GC 7.05 Unless the Ministry expressly designates another party by written notice to the Contractor, the Contractor shall be the specified "prime contractor", as defined in the Workers Compensation Act, for the Site and shall fulfil the responsibilities of the position under the Workers Compensation Act, the Workers Compensation Act Occupational Health & Safety Regulation (296/97), and Standard Specification 135 – Site Safety (SS 135).

GC 8.00 ASSIGNMENT AND SUBCONTRACTING

GC 8.01 The Contractor shall not, without the prior written consent of the Ministry, assign, either directly or indirectly, any right or obligation of the Contractor under the Contract to any person.

GC 8.02 The Contractor shall not, without the prior written consent of the Ministry, subcontract any obligation of the Contractor under the Contract to any person.

GC 8.03 The total value of subcontracted Work shall not exceed two-thirds (2/3) of the total Tender Price. Work involving off-Site fabrication and off-Site production of materials and trucking necessary to carry out the Work shall not be included in the calculation of the total value of subcontracted Work.

GC 8.04 The Contractor shall use:

- (a) a purchase order agreement in form and content acceptable to the Ministry for the purchasing of materials; and
- (b) a hired equipment agreement in form and content acceptable to the Ministry for the hiring of equipment.

GC 8.05 The Contractor shall provide a complete copy of every Subcontract having a value of fifty thousand dollars (\$50,000) or more to the Ministry Representative severing the numeric portion of the pricing information only at the Contractor's option. All Subcontracts shall be substantially in the form of the latest edition of:

- (a) the B.C. Road Builders and Heavy Construction Association's "Standard Form of Construction Contract Between Contractor and Subcontractor"; or
- (b) the Canadian Construction Association's "CCA 1 Stipulated Price Subcontract".

GC 8.06 The appointment of any Subcontractors by the Contractor does not relieve the Contractor of its responsibility hereunder or for the quality of work, materials, and services provided by it.

GC 8.07 The Contractor is wholly responsible for the acts and omissions of the Subcontractors and persons employed by the Contractor and the Subcontractors. No Subcontract entered into by the Contractor imposes any obligation or liability upon the Ministry to the Subcontractor or any of the Subcontractor's employees.

GC 8.08 The Contractor shall make copies of the Labour and Material Payment Bond available to each Subcontractor and shall post and maintain copies of the Labour and Material Payment Bond at the Site.

GC 8.09 The Contractor shall ensure every Subcontractor observes the terms of the Contract so far as they apply to that portion of the Work to be performed by that Subcontractor.

GC 8.10 Nothing in the Contract creates any contractual relationship between the Ministry and a Subcontractor.

GC 9.00 SUBCONTRACTOR AND SUPPLIER DISPUTES

GC 9.01 The Contractor shall ensure every Subcontract, purchase order agreement, and hired equipment agreement contains the following provisions:

- (a) the parties to any such Subcontract, purchase order agreement and/or hired equipment agreement shall immediately notify the Contractor in writing of any dispute which remains unresolved for a period of thirty (30) days or more;
- (b) the parties to any such Subcontract, purchase order agreement and/or hired equipment agreement shall negotiate in good faith to resolve all disputes by providing frank, candid and timely disclosures of relevant information and documentation in their possession;
- (c) all disputes which have not been resolved within forty-five (45) days after the delivery of the notice to the Contractor shall be referred to and finally resolved by a single arbitrator following the rules of the British Columbia International Commercial Arbitration Centre for the conduct of domestic commercial arbitration; and
- (d) the parties to any such Subcontract, purchase order agreement and/or hired equipment agreement agree to conduct the arbitration in an expeditious and efficient manner in accordance with the time lines established in the rules.

GC 10.00 DESIGNATED SUBCONTRACTOR(S) AND DESIGNATED SUPPLIER(S)

GC 10.01 Prior to a Designated Subcontractor or Designated Supplier performing any portion of the Work at the Site, the Contractor shall deliver to the Ministry Representative a copy of each Designated Subcontractor's or Designated Supplier's Subcontract showing:

- (a) that a written Subcontract as described in GC 8.05 exists;
- (b) the total value of the Subcontract; and
- (c) the scope of the Work being subcontracted.

GC 10.02 The Contractor shall ensure that each Subcontract with a Designated Subcontractor or Designated Supplier contains a requirement that the Designated Subcontractor or Designated Supplier provide a performance bond and labour and material payment bond each in the amount as specified in GC 10.04 as a part of that Subcontract.

GC 10.03 Prior to the Contractor allowing a Designated Subcontractor or Designated Supplier to perform any Work, the Contractor shall ensure that:

- (a) a performance bond and labour and material payment bond which meet the requirements of GC 10.04 are in place;

- (b) copies of the bonds referenced in GC 10.03(a) are provided to the Ministry Representative; and
- (c) a copy of the performance bond, and the labour and material payment bond is securely and visibly posted at the Site.

GC 10.04 The Contractor shall ensure that the performance bond and labour and material payment bond referenced in GC 10.03(a) for each Designated Subcontractor or Designated Supplier:

- (a) is in the amount not less than fifty percent (50%) of such applicable Subcontract;
- (b) is maintained in force during the term of the Subcontract;
- (c) is validly executed by both the surety and the Designated Subcontractor or Designated Supplier;
- (d) shows the business address of the surety for filing of claims and delivery of notices; and
- (e) remains posted at the Site during the term of the Subcontract.

GC 10.05 If the Ministry becomes aware that a Designated Subcontractor or Designated Supplier is performing a Work activity but such Designated Subcontractor or Designated Supplier is not in compliance with GC 10.03 or GC 10.04, the Ministry Representative may issue a Stop Work Order for that Work activity. The Stop Work Order shall remain in effect until the Contractor brings itself into compliance with GC 10.03 and GC 10.04. The Stop Work Order shall not be treated as a Change to Work for the purposes of the Contract.

GC 10.06 The Contractor shall not be entitled to any compensation including without limitation an Extension of Time or compensation for Reimbursable Delay in connection with or as a result of a Stop Work Order under GC 10.05.

GC 10.07 The Contractor shall provide written notice to the Ministry Representative for:

- (a) any change to or addition of a Designated Subcontractor or Designated Supplier; or
- (b) any change to the scope of work for a Designated Subcontractor or Designated Supplier.

GC 11.00 *CONDITIONS OF EQUIPMENT*

GC 11.01 All trucks and other equipment rented by the Contractor for use on the Work shall, as far as practicable, be obtained from local residents.

GC 11.02 To qualify under GC 11.01, equipment shall:

- (a) where the Contractor has a collective agreement with its employees, have an operator who is a member of or has the permission of the appropriate union bargaining unit;
- (b) fulfill, in the opinion of the Ministry Representative, the specialized needs as may be required to reasonably complete the Work of the Contractor; and
- (c) be registered on the Ministry's hired equipment list for the geographic area encompassing the Site, or on the Ministry's hired equipment list for an adjacent area.

GC 12.00 *BONDS AND INSURANCE*

GC 12.01 The Contractor shall comply with the requirements in Schedule 2 – Contract Securities and maintain the Bonds in force and effect until the Actual Completion Date and any longer period specified in Schedule 2 – Contract Securities.

GC 12.02 The Contractor shall comply with the requirements in Schedule 6 – Insurance and maintain the insurance in force and effect until the Actual Completion Date and any longer period specified in Schedule 6 – Insurance.

GC 12.03 If the Surety notifies either party that the Bonds are or are going to be terminated or cancelled for any reason whatsoever, the Contractor shall obtain and deliver to the Ministry forthwith upon receipt of such notification valid Bonds effective from the time of termination or cancellation of the Bonds, which comply with Schedule 2 – Contract Securities.

GC 12.04 The delivery of valid replacement Bonds by the Contractor under GC 12.03 is in addition to and does not preclude the Ministry from exercising any right, power or remedy available to the Ministry under the Contract, at law or in equity in connection with the cancellation or termination of the Bonds.

GC 13.00 *THIRD PARTY CONSENTS TO CHANGES*

GC 13.01 The Ministry may require the Contractor to obtain the written consent of the Surety to any Work Order or Supplemental Agreement.

GC 13.02 The Contractor shall notify its insurer, with a copy to the Ministry Representative, of any event or circumstances applicable to the insurance coverages stipulated in Schedule 6 - Insurance and of any Change to Work or Stop Work Order that could result in the unavailability or denial of insurance coverage in the absence of such notice. If any additional or amended insurance coverage is required pursuant to the notice then the Contractor shall obtain and maintain any such additional or amended insurance coverage.

GC 13.03 If an insurer or a Surety notifies either party that they decline coverage and consent for any Work Order or Supplemental Agreement, the Contractor shall obtain and provide the Ministry with valid additional Bonds or insurance, covering the Work specified in the Work Order, which comply with the Contract.

GC 14.00 *INDEMNITY*

GC 14.01 The Contractor shall assume the defence of and shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times before or after the completion of the Term or earlier termination of the Contract where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor, its employees, agents or Subcontractors, in connection with the Contract or the Work, which indemnity shall survive the completion of the Term or earlier termination of the Contract.

GC 14.02 Notwithstanding the obligation of the Contractor to assume the defence of any claims under GC 14.01, the Ministry may retain its own counsel to represent it and the Contractor shall reimburse the Ministry for the cost of any such counsel.

GC 15.00 *NOTICE OF LIABILITY AND PROPERTY INSURANCE CLAIMS*

GC 15.01 In addition to any obligation the Contractor may have to notify any insurer or insurers or any regulatory agency, the Contractor shall give Notice to the Ministry at the address provided in GC 15.02 or such other address as the Ministry may from time to time direct in writing:

- (a) of any accident or occurrence, enclosing pertinent details of the accident or occurrence; within seven (7) days from the date on which the accident or occurrence arises or occurs; and
- (b) within fifteen (15) days following final disposition of any such accident or occurrence, enclosing pertinent details.

GC 15.02 The address for Notices required by GC 15.01 is:

The Manager, Claims

Ministry of Transportation and Infrastructure
4C - 940 Blanshard Street
PO Box 9850 Stn Prov Govt
Victoria, B.C. V8W 9T5

or other such address as the Ministry may nominate by written notice to the Contractor.

GC 16.00 COMMENCEMENT OF THE WORK

GC 16.01 Before commencing the Work the Contractor shall:

- (a) deliver the Contract, duly executed by the Contractor, to the Ministry;
- (b) purchase and deliver the Bonds to the Ministry in accordance with the requirements in Schedule 2 – Contract Securities;
- (c) submit evidence of insurance coverage to the Ministry, covering all required policies and endorsements, complying with the form and in the amounts specified in Schedule 6 - Insurance Specifications;
- (d) submit a preliminary Construction Schedule to the Ministry Representative showing:
 - (i) compliance with all Milestone Dates and the Completion Date;
 - (ii) anticipated timing and duration of all major work elements;
 - (iii) major traffic detours and disruptions;
 - (iv) submission dates for all quality, traffic, and environmental management plans;
 - (v) Environmental Windows and approval periods; and
 - (vi) details of all events anticipated to occur within sixty (60) days of commencing Work on Site; and
- (e) provide the Ministry Representative with written confirmation of the names, addresses, and telephone numbers of all persons required to be appointed by the Contractor pursuant to the Contract.

GC 16.02 The Contractor shall not commence work on the Site until it has:

- (a) provided not less than three (3) days prior written notice of intention to commence Work to the Ministry Representative; and
- (b) obtained written authorization to commence Work on the Site from the Ministry Representative.

GC 17.00 PROSECUTION OF THE WORK

GC 17.01 Unless otherwise specified in the Special Provisions or by a Work Order, the Contractor may prosecute the Work at the times and seasons, in the order of procedure, and in the manner and method the Contractor considers to be most conducive to economy of construction.

GC 18.00 STANDARD OF WORK

GC 18.01 The Standard Specifications form a part of the Contract and the Contractor shall comply with the requirements of the Standard Specifications and all Schedules to the Contract in the performance of the Work.

GC 18.02 The Contractor shall ensure that all finished surfaces conform to the lines, grades, typical cross-sections, and dimensions as specified in the Contract.

GC 18.03 Where the Contractor is responsible for the Design of anything that will form part of the completed Work, including but not limited to a proprietary structure or an accepted value engineering proposal, the Contractor shall ensure that, in addition to any other requirements, its Design and Construction are signed off in a Letter of Assurance in accordance with the Engineer of Record and Field Review Guidelines.

GC 19.00 *ERRORS OR OMISSIONS*

GC 19.01 The Contractor shall not be entitled to any additional compensation or Extension of Time because of any error, inconsistency, or omission in the Contract which was, or ought to have been, apparent or known to the Contractor at the time of the Award.

GC 19.02 If the Contractor discovers any error, inconsistency or omission in the Contract which shall, or is likely to adversely affect the Work, the Construction Schedule or the Contract Price, including but not limited to any error, inconsistency or omission referred to at GC 19.01, the Contractor shall, within three (3) days of detecting the error, inconsistency or omission, provide Notice of such error, inconsistency or omission to the Ministry Representative and shall not proceed with any Work affected until the Ministry has determined how the error, inconsistency or omission should be corrected.

GC 19.03 Within seven (7) days of receiving Notice from the Contractor pursuant to GC 19.02, the Ministry Representative shall respond as to how the error, inconsistency, or omission is to be corrected.

GC 20.00 *INSPECTION OF THE WORK*

GC 20.01 The Contractor shall provide access to the Work and to the Site, to all persons designated by the Ministry Representative including but not limited to representatives of other competent authorities and bodies and agencies of government.

GC 20.02 The Ministry Representative may at any time or times inspect the Work. The Contractor shall provide the Ministry Representative with access to the Work at all times and shall provide all information and assistance required by the Ministry Representative.

GC 20.03 The Contractor shall comply forthwith, at the Contractor's expense, with any order of the Ministry Representative to remove or replace any Unauthorized Work or Unacceptable Work.

GC 20.04 If the Ministry Representative deems any portion of the Work to be Unauthorized Work or Unacceptable Work, the Ministry Representative may issue a Stop Work Order covering that portion of the Work and any or all similar Work. The Stop Work Order shall not be treated as a Change to Work for the purposes of the Contract.

GC 20.05 Any inspection, consent, or approval by the Ministry Representative or any other party including representatives of other competent authorities and bodies and agencies of government does not relieve the Contractor from any obligation to perform the Work in accordance with the requirements of the Contract or derogate from or reduce the obligations of the Contractor to the Ministry under the Contract.

GC 20.06 The Contractor shall do all things necessary to satisfy the Ministry Representative that the Work is being completed in accordance with the Contract, including, without limitation, removing or uncovering parts of the Work, and restoring those parts to conform to the Contract.

GC 20.07 If the uncovered Work is found acceptable to the Ministry Representative, the Contractor shall be compensated for the removal, uncovering, and restoration of that portion of the Work on a Force Account Basis.

GC 21.00 SAMPLES AND TESTING

GC 21.01 The Contractor shall co-operate with the Ministry Representative in sampling, testing, and inspecting materials that are used or are intended to be used in the Work.

GC 21.02 Unless the Contract contains a contrary provision, sampling, testing, and inspecting of materials by the Ministry Representative shall be done at the expense of the Ministry.

GC 21.03 If requested, the Contractor shall obtain and provide to the Ministry Representative a complete written statement of the origin, composition, and manufacture of any materials supplied by the Contractor that are used or are intended to be used in the Work.

GC 22.00 CO-OPERATION OF THE CONTRACTOR

GC 22.01 The Ministry may perform, or retain or permit others to perform other work on or near the Site and may permit public utility companies and others to do work on or near the Site during the progress of the Work. The Contractor shall conduct and schedule the Work and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

GC 23.00 UTILITIES

GC 23.01 The Ministry shall be responsible for payment for the relocation of the infrastructure of utility companies or municipalities from their existing locations to their final locations, as well as to any interim locations identified on the Drawings or in the Special Provisions. Such infrastructure includes, without limitation, pole lines, conduits, gas pipes, oil pipes, water pipes, sewers, and tile lines.

GC 23.02 Any interim Utility Relocation, where such moves are not indicated on the Drawings or in the Special Provisions, required to suit the design or the Contractor's work plan are to the Contractor's account.

GC 23.03 The Contractor shall schedule and co-ordinate the Work with respect to any Utility Relocation with the utility company or municipality.

GC 23.04 The Contractor shall preserve and protect the infrastructure affected by the Utility Relocation and shall assume full responsibility for all damage caused by the Contractor.

GC 23.05 The Ministry makes no representation or warranty and accepts no responsibility for the completeness, accuracy or relevance of any such information with respect to the infrastructure of the utility companies or municipalities, including without limitation, any underground utility information, or any analysis or interpretation thereof, and any reliance thereon or any use made thereof by the Contractor is at the sole risk of the Contractor.

GC 23.06 The Contractor acknowledges and agrees that it has not relied upon any representation or warranty of the Ministry with respect to the accuracy or completeness of any information with respect to the underground utility information, including, without limitation, the infrastructure of the utility companies, or municipalities.

GC 24.00 CONTAMINANTS

GC 24.01 Before the Contractor commences Work, the Ministry shall:

- (a) take all reasonable steps to determine whether any Contaminants are present at the Site;
- (b) provide the Contractor with a written list of any such Contaminants which the Ministry determines at that time to be present at the Site; and

- (c) be responsible for disposing of, storing, or otherwise remediating or rendering harmless any Contaminants present at the Site as is determined to be necessary by the Ministry, unless such Work is designated in the Contract to be performed by the Contractor.

GC 24.02 The Ministry and the Contractor shall take all reasonable steps, including stopping Work if necessary, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to, or the presence of Contaminants on the Site.

GC 24.03 If the Contractor after commencing Work:

- (a) encounters Contaminants at the Site beyond those designated as part of the Work; or
- (b) has reasonable grounds to believe that Contaminants are present at the Site, which were not discovered or disclosed by the Ministry, as required under GC 24.01(b), or which were disclosed but have not been dealt with as required under GC 24.01(c);

the Contractor shall immediately provide Notice to the Ministry Representative.

GC 24.04 If the Contractor is delayed in performing the Work or incurs additional costs as a result of dealing with Contaminants which are not part of the Work, the Contractor may provide a Notice of a Reimbursable Delay, a request for an Extension of Time, and claims for costs in accordance with GC 38.00.

GC 25.00 PROTECTION OF SITE AND WORK DURING CONSTRUCTION

GC 25.01 The Contractor shall protect the Site and the Work from any damage or injury for the period from the Contractor's effective date of occupancy of the Site until the date of Substantial Completion.

GC 25.02 The Contractor shall repair or restore, at its expense, any public or private property which the Contractor, or its employees, Subcontractors, agents, have damaged directly or indirectly in connection with the execution of the Work, to a condition equal to or better than what existed prior to the damage, or it shall compensate the owner in full for the damage caused.

GC 25.03 Where, pursuant to GC 25.02, the repair or restoration of any damage necessitates compliance with current standards, codes or laws, the Contractor shall, at its expense, perform all necessary work inclusive of any betterment necessary to comply with such current standards, codes or laws.

GC 26.00 MAINTENANCE OF WORK DURING CONSTRUCTION

GC 26.01 The Contractor shall maintain all Disturbed Features in accordance with:

- (a) the Maintenance Specifications,
- (b) the Electrical Maintenance Standards, and
- (c) to the satisfaction of the Ministry Representative,

save and except that for all roadways open to the public, the routine winter maintenance services described in chapter 3 of the Maintenance Specifications shall be performed by, and at the cost of the road and bridge maintenance contractor engaged by the Ministry.

GC 26.02 Notwithstanding GC 26.01, where any roadway is a Disturbed Feature and has a surface condition that shall, in the opinion of the Ministry Representative, cost more to maintain than the surface as it existed at the time of the Award, the Contractor shall be responsible for the routine winter maintenance services or, at the option of the Ministry Representative, for any additional cost of maintenance, as determined by the Ministry Representative, resulting from the actual surface conditions.

GC 26.03 The requirements of GC 26.02 shall be met if the Contractor arranges directly with and pays the Ministry road and bridge maintenance contractor to perform all additional maintenance, and provides documentary evidence satisfactory to the Ministry Representative that such an arrangement is in place.

GC 26.04 If the Ministry Representative issues a Stop Work Order or authorizes a State of Suspension, the Contractor shall continue to provide maintenance in accordance with GC 26.00 unless otherwise instructed in the Stop Work Order.

GC 27.00 EMERGENCY WORK

GC 27.01 The Ministry Representative may designate Emergency Work.

GC 27.02 Notwithstanding any other provisions in the Contract, the Ministry Representative may direct the Contractor to use its labour and equipment in any manner and to perform any work the Ministry Representative considers to be Emergency Work and the Contractor shall promptly perform any Emergency Work.

GC 27.03 Where in the opinion of the Ministry Representative the Emergency Work falls within the Contractor's responsibilities under the Contract, or where such Emergency Work arose as a result of:

- (a) an event within the control of the Contractor; or
- (b) any fault, failure, negligence, action or malfeasance on the part of the Contractor,

then the cost of the Emergency Work shall be to the Contractor's account. In all other cases payment for Emergency Work shall be made in accordance with GC 38.00.

GC 28.00 WORK ORDERS

GC 28.01 The Ministry may from time to time issue one or more Work Orders to require the Contractor to carry out or refrain from carrying out Work or, without limitation, to add or delete Work, alter the Drawings, Special Provisions or Standard Specifications, accelerate or delay Work, stop or resume Work, and remedy defects or deficiencies in the Work.

GC 28.02 The Contractor shall diligently comply with every Work Order.

GC 29.00 STOP WORK ORDER

GC 29.01 A Stop Work Order may be issued to:

- (a) require the Contractor to cease work on all or any portion of the Work; or
- (b) initiate a State of Suspension.

GC 29.02 The Contractor shall immediately comply with a Stop Work Order, and shall not resume the prohibited Work until:

- (a) the Contractor has remedied any non-compliance on its part with respect to the Contract;
- (b) the Contractor has removed or repaired any Unauthorized Work and Unacceptable Work and demonstrated to the Ministry Representative's satisfaction that the Contractor's materials and procedures have been modified as necessary to ensure that further Work meets the requirements of the Contract; and
- (c) the Ministry Representative has issued a Resume Work Order.

GC 29.03 Notwithstanding a Stop Work Order, the Contractor shall for the duration of any Stop Work Order provide all services necessary to maintain and protect the Site and the Work, and protect the public and any other persons on Site.

| Tender Price | | Amount Payable by the Contractor to the Ministry Per day |
|--------------|---------------------------|---|
| Greater than | But equal to or less than | |
| \$0 | \$1,000,000 | \$1,000 |
| \$1,000,000 | \$10,000,000 | \$2,500 |
| \$10,000,000 | Unlimited | \$3,500 |

and

- (d) extend the Completion Date or Milestone Date, as the case may be, for such period as the Ministry Representative determines, without requiring the Contractor to pay any consideration during such extended time.

GC 33.03 Should the consideration periods associated with GC 33.02(b) and GC 33.02(c) overlap, the Ministry shall waive the lesser of the two daily amounts for the overlapping days.

GC 33.04 If the Ministry elects to extend a Milestone Date or the Completion Date pursuant to GC 33.02(d), and the Contractor does not complete the Work on or before such extended Milestone Date or Completion Date then, upon written Notice by the Ministry Representative to the Contractor, the Ministry may avail itself of any remedy available to the Ministry under the Contract, including without limitation one or more of the remedies specified in GC 33.02.

GC 33.05 It is a condition of any extension to the Milestone Date or the Completion Date pursuant to GC 33.02(d) that the Contractor shall proceed diligently to complete the Work.

GC 33.06 If the Ministry elects to require the Contractor to pay consideration pursuant to GC 33.02(b) or GC 33.02(c) and the Contractor fails to complete the Work within a reasonable time, as determined in the discretion of the Ministry Representative, after the relevant Completion Date or Milestone Date, then, upon notice from the Ministry Representative to the Contractor, the Ministry may avail itself of any remedy available to the Ministry under the Contract, including without limitation termination.

GC 33.07 Any payment to be made by the Contractor pursuant to GC 33.00 relates directly to the performance by the Contractor of a condition, covenant, or promise in the Contract and shall not be construed by the parties as punitive but as importing a reasonable measure by mutual consent of the minimum damages caused to the Ministry by the Contractor's failure or neglect.

GC 34.00 SUBSTANTIAL COMPLETION

GC 34.01 The Contractor may submit a written request for a Letter of Substantial Completion to the Ministry Representative.

GC 34.02 Substantial Completion occurs when the Contractor has requested a letter of Substantial Completion pursuant to GC 34.01, and in the opinion of the Ministry Representative, all of the following conditions have been met:

- (a) the facility for which the Work is being done is in, or suitable for, full use by the public and is free of any deficiencies affecting the safety of motorists, pedestrians, or workers;
- (b) the value of the remaining Work is less than two percent (2%) of the Contract Price; and
- (c) the Contractor is not in breach of any provision of the Contract, including the requirement of completion of the Work by the Completion Date.

GC 34.03 If the Contractor requests a Letter of Substantial Completion pursuant to GC 34.01 the Ministry Representative may, subject to GC 34.04, inspect the Work and, if in the opinion of the

Ministry Representative, Substantial Completion has occurred, issue a Letter of Substantial Completion. Only one Letter of Substantial Completion may be issued pursuant to the Contract.

GC 34.04 If, in the opinion of the Ministry Representative, the Contractor has satisfied the conditions set out in GC 35.03, the Ministry Representative may issue a Completion Certificate rather than a Letter of Substantial Completion.

GC 35.00 TOTAL COMPLETION

GC 35.01 Total completion occurs when the Ministry Representative issues a Completion Certificate with respect to the Work.

GC 35.02 The Contractor may submit a written request for a Completion Certificate to the Ministry Representative.

GC 35.03 The Contractor shall be entitled to a Completion Certificate when:

- (a) the Contractor has completed all Work, including correction of all deficiencies in that Work identified in GC 35.03(b) to GC 35.03(g), but excluding correction of defects in the Work that appear during the warranty period, to the satisfaction of the Ministry Representative;
- (b) the Site and any borrow pits, gravel pits, or other property occupied by the Contractor in performing the Work are clean of rubbish, equipment, surplus materials, and temporary structures and the Site is left in a neat, tidy, and presentable condition;
- (c) after completion of any gravel, base, or surfacing operations, the roadway, ditches, slopes and culverts are cleaned of accumulations and reconditioned and maintained;
- (d) surplus or waste aggregates at gravel deposits are piled or disposed of, as directed by the Ministry Representative;
- (e) any areas from which material is removed or where stripping takes place are left in a condition suitable for routine maintenance in accordance with the Maintenance Specifications by the road and bridge maintenance contractor engaged by the Ministry;
- (f) waste asphalt oil, crude oil, and any Contaminants deposited or left on, in or underneath the Site by the Contractor, the Subcontractors, or the Contractor or Subcontractor's respective agents or employees, are disposed of in accordance with applicable laws and regulations and with approval of the Ministry Representative; and
- (g) the Contractor has, where applicable, submitted to the Ministry Representative such documentation as is required by the Contract including, without limitation, as-built plans, Letters of Assurance associated with any Design elements of the Work for which the Contractor is responsible, and a statistical summary of health and safety records as required by the Standard Specifications.

GC 35.04 If the Contractor requests a Completion Certificate, but the Work is not completely acceptable to the Ministry, the Ministry Representative shall advise the Contractor, in writing, of particular defects in the Work preventing issuance of the Completion Certificate and the Contractor shall forthwith rectify the defects to the satisfaction of the Ministry Representative.

GC 36.00 WARRANTY

GC 36.01 Notwithstanding any other provision of the Contract or the expiry or termination of the Contract, the Contractor warrants to the Ministry, for a period of one (1) year commencing on the earliest of the date of Substantial Completion, the Actual Completion Date, or any earlier termination date, that:

- (a) all Work is free from any defect in materials and workmanship; and

- (b) the Contractor shall, upon notification by the Ministry, promptly and diligently remedy any defect, to the satisfaction of the Ministry.

GC 36.02 The warranty period for the whole or a portion of the Work may be extended by a Supplemental Agreement when the Ministry approves an amendment or specific change to the requirements set out in the Contract.

GC 36.03 For any Work incomplete on the date of Substantial Completion, upon Notice from the Ministry Representative itemising the portion of incomplete Work and requiring a full warranty, the Contractor warrants to the Ministry for a period of one (1) year, commencing on the Actual Completion Date of the Work, for all such Work identified in the Notice that:

- (a) it is free from any defect in materials and workmanship; and
- (b) the Contractor shall, upon notification by the Ministry, promptly and diligently remedy any defect to the satisfaction of the Ministry.

GC 36.04 If a significant portion of the Work is complete and in use by the public well before the Completion Date, upon receipt of a written request from the Contractor specifying the portion of the Work which has been completed, the Ministry Representative may, by providing written confirmation to the Contractor, allow the warranty period to commence for the completed portion of the Work on the date that portion is put into use by the public.

GC 36.05 Unless the Special Provisions indicate otherwise, the Ministry shall consider a maximum of one (1) request for an early warranty start date in response to GC 36.04.

GC 37.00 NOTICES

GC 37.01 Except as provided in GC 37.02, any Notice shall be in writing.

GC 37.02 In addition to the Notice required by GC 37.01 and GC 37.03, a verbal Notice shall be given as soon as the party giving the Notice becomes aware of the event or circumstances which give rise to the Notice being given.

GC 37.03 A Notice shall include all of the following information with respect to the event or circumstances giving rise to the Notice being given:

- (a) a full and detailed description of the event or circumstances;
- (b) the date upon which or the dates during which the event or circumstances is said to have occurred;
- (c) the date upon which the event or circumstances first came to the attention of the party giving Notice;
- (d) the claimed impact of the event or circumstances on the party giving Notice;
- (e) the clauses of the Contract relied upon by the party giving Notice; and
- (f) any proposed resolution.

GC 37.04 Compensation for any claim made in a Notice shall be limited to unavoidable costs and time impacts arising directly from the event or circumstances reported.

GC 37.05 In the event of the Contractor's failure to provide Notice within the Notice Period, the Contractor shall not be entitled to any compensation for unavoidable costs or time impacts unless the Ministry determines that it has not been prejudiced in its ability to either assess the Contractor's claim or to reasonably mitigate the impacts of such claim or the circumstances giving rise to such claim by reason of the Contractor's failure.

GC 37.06 Any Notice Period in the Contract commences on the earlier of the date that the Contractor:

- (a) first became aware of the event or circumstances giving rise to the Notice; and
- (b) ought reasonably to have been aware of the event or circumstances giving rise to the Notice.

GC 37.07 The Notice Period for any Notice for which there is no specific Notice Period, shall be seven (7) days.

GC 37.08 Upon delivery of a Notice the parties shall make reasonable efforts to resolve the issue presented by the Notice in accordance with the terms of GC 58.00.

GC 38.00 CHANGES TO WORK

GC 38.01 All claims for impacts arising from any Change to Work shall be in accordance with GC 38.00.

GC 38.02 If a provision of the Contract assigns the risk of a Change to Work, then all impacts arising from that Change to Work shall be for the account of the party to whom the risk is assigned.

GC 38.03 The Ministry may make a Change to Work by issuing a Work Order.

GC 38.04 The Contractor may request a Change to Work by giving Notice to the Ministry Representative.

GC 38.05 If a Work Order or Change to Work constitutes a Reimbursable Delay the Ministry shall pay the Contractor in accordance with GC 50.00.

GC 38.06 If a Reimbursable Delay results in a change in the quantity or nature of the Work, the Contractor may also request consideration under GC 38.07 or GC 38.08, whichever may be appropriate.

GC 38.07 If a Change to Work or Work Order increases, decreases or eliminates the quantity of Work covered by an Item, or if in the opinion of the Ministry Representative the Work resulting from the change is of similar nature to Work described for another existing Item:

- (a) the Contractor shall perform the changed Work in accordance with the Contract; and
- (b) the Ministry shall pay the Contractor:
 - (i) in accordance with the provisions of GC 40.00;
 - (ii) the Unit Price for the final quantity of Work, subject to the provisions of GC 39.00; or
 - (iii) in respect of an additional Lump Sum Item, compensation equal to that of the similar Lump Sum Item.

GC 38.08 If a Change to Work or Work Order does not fall under GC 38.07 and is of the nature that the costs and impacts can be assessed by the Contractor:

- (a) the Ministry shall provide specifications for the performance of the Work;
- (b) the Contractor shall offer a Lump Sum Price or Unit Price for the Work; and
- (c) the Ministry Representative shall either:
 - (i) accept the Contractor's offer under GC 38.08(b) and add the Work to the Contract as a new Item, which shall be subject to all the provisions of the Contract; or
 - (ii) reject the Contractor's offer.

GC 38.09 If a Change to Work or Work Order does not fall under GC 38.07 and is of the nature that the costs and impacts cannot be assessed by the Contractor, or if the Contractor's offer under GC 38.08(b) is rejected, the Ministry Representative may:

- (a) issue a Work Order to the Contractor authorizing the Work to be performed, in which event those components of the Item that in the opinion of the Ministry Representative have been materially impacted by the Change to Work or Work Order will be paid on a Force Account Basis;
- (b) retain a third party to perform the Change to Work and, if applicable, eliminate the affected portion of the Work from the Contract; or
- (c) terminate the Contract in accordance with GC 63.00, in which case the Ministry may re-tender the Work in whole or in part.

GC 38.10 Subject to GC 49.03(f), a Change to Work or Work Order that extends the Completion Date or a Milestone Date may give rise to an Extension of Time in accordance with GC 44.00. A Change to Work or Work Order that reduces the time required to carry out the Work or an applicable portion of the Work may give rise to a Reduction of Time in accordance with GC 45.00.

GC 38.11 The Contractor shall not proceed with any Change to Work or Work Order until instructed in writing by the Ministry Representative to do so.

GC 38.12 The Contractor shall not be entitled to payment for any Change to Work or Work Order or an Extension of Time for any Change to Work or Work Order except in accordance with a duly executed Supplemental Agreement.

GC 38.13 The Contractor shall not be entitled to receive compensation or payment for any loss of profits resulting from any Change to Work or Work Order.

GC 38.14 The Contractor shall, in accordance with GC 13.00, provide the Ministry with all third party consents for any Change to Work or Work Order.

GC 39.00 CHANGES IN QUANTITIES FOR UNIT PRICE ITEMS

GC 39.01 The provisions of GC 39.03 to GC 39.06 inclusive apply only to Unit Price Items. GC 39.06 shall not apply to Conditional Items.

GC 39.02 An increase or decrease in the quantity of an Item is determined as the difference between the final quantity of the Item, as measured or calculated in accordance with the Contract, and the Approximate Quantity of the Item specified in Schedule 7 - Approximate Quantities and Unit Prices as at the date of Award of the Contract.

GC 39.03 Where an Item is not a Major Item, the Unit Price shall apply to the entire quantity as measured or calculated in accordance with the Contract.

GC 39.04 If the quantity of a Major Item does or is anticipated by either the Ministry or the Contractor to increase by an amount exceeding twenty percent (20%) of the Approximate Quantity specified in Schedule 7 - Approximate Quantities and Unit Prices as at the date of Award of the Contract, either the Ministry or the Contractor may provide Notice to the other requesting that a new Unit Price be determined for the excess quantity.

GC 39.05 Where Notice has been provided under GC 39.04, the Unit Price for the Major Item may be adjusted, subject to the following:

- (a) the unadjusted Unit Price applies on the quantity up to and including one hundred and twenty percent (120%) of the Approximate Quantity;
- (b) any adjusted Unit Price applies only to the excess quantity, being that portion beyond one hundred and twenty percent (120%) of the Approximate Quantity;
- (c) the Ministry shall not make an allowance for losses sustained or profits accrued on a quantity up to and including one hundred and twenty percent (120%) of the Approximate Quantity;

- (d) the adjusted Unit Price for the excess quantity shall be determined as:
 - (i) negotiated by the Ministry and the Contractor, failing which; then
 - (ii) the actual cost of the excess Work divided by the excess quantity where the excess quantity can be measured separately, failing which; then
 - (iii) the same Unit Price for material which is similar in nature to other material being used within the Work being performed that has documented productivity and cost figures, failing which; then
 - (iv) where none of the above conditions are met, the cost to date divided by the quantity to date as assessed on the date of the first progress estimate in which the quantity to date exceeds one hundred and twenty percent (120%) of the Approximate Quantity;
- (e) if the final costs applicable to that Major Item include fixed costs, those fixed costs are excluded from the Unit Price for the excess quantity.

GC 39.06 If the final quantity of a Major Item is less than eighty percent (80%) of the Approximate Quantity specified in Schedule 7 - Approximate Quantities and Unit Prices, as at the date of the Award of the Contract the Contractor may submit a written request for compensation and the Ministry Representative shall consider that request, subject to the following:

- (a) the request shall be considered:
 - (i) only if the total payments to the Contractor under the Contract are less than the Tender Price; and
 - (ii) only insofar as it compensates the Contractor for unrecovered fixed expenses which can be demonstrated to have been included within the original Unit Price of the Major Item by the production of original bid preparation documents and to the satisfaction of the Ministry Representative; and
- (b) any compensation granted for the unrecovered fixed expenses accepted by the Ministry Representative pursuant to GC 39.06(a)(ii) above:
 - (i) shall be a maximum of

$$Comp_{Max.} = \left[0.80 - \left(\frac{Qty_{Final}}{Qty_{Approx.}} \right) \right] \times Exp_{Fixed}$$

where $Comp_{Max.}$ = maximum compensation

Qty_{Final} = final quantity

$Qty_{Approx.}$ = Approximate Quantity

Exp_{Fixed} = fixed expenses, pursuant to GC 39.06(a)(ii),

- (ii) shall not, when added to the Unit Price payment for the final quantity, exceed the payment that would be made for eighty percent (80%) of the Approximate Quantity;
- (iii) shall not make any allowance for loss of profits; and
- (iv) shall not cause the total payments made to the Contractor under the Contract to exceed the Tender Price.

GC 40.00 ELIMINATED ITEM

GC 40.01 The provisions of GC 40.02 to GC 40.05 inclusive do not apply to Conditional Items or to Provisional Sum Items.

GC 40.02 The Ministry, in its sole discretion, may, at any time by Work Order, eliminate one or more Items from the Work.

GC 40.03 In the event that any Item is eliminated from the Work the Contractor shall take all reasonable and necessary steps to mitigate the effect of any such action and to minimize or avoid any costs associated with the elimination of that Item and as such this shall include, without limitation:

- (a) making reasonable efforts to immediately cancel all orders for materials, services or supplies in connection with the eliminated Item; and
- (b) returning any materials that are returnable to the vendor.

GC 40.04 The Ministry shall pay the Contractor for materials which the Contractor ordered or received for an eliminated Item, which the Contractor cannot cancel or return to the vendor, in accordance with GC 40.05 and the materials shall then become the exclusive property of the Ministry.

GC 40.05 If any Items are eliminated from the Work, then, unless a contrary provision is contained in the Contract or, the Ministry shall pay the Contractor:

- (a) the actual direct costs and overhead costs incurred and substantiated by the Contractor in connection with the elimination of the Item; and
- (b) on a Force Account Basis for:
 - (i) materials ordered and received where the order cannot be cancelled and the materials are not returnable to the vendor, and
 - (ii) any handling costs to return the materials to the vendor or to deliver the materials to the Ministry, as applicable.

GC 40.06 The elimination of one or more Items may result in a Reduction of Time in accordance with GC 45.00.

GC 41.00 *CHANGED CONDITIONS*

GC 41.01 The Contractor shall give seven (7) days Notice to the Ministry of a Changed Condition.

GC 41.02 If the Ministry determines that a Changed Condition has arisen, and such Changed Condition would cause an increase or decrease in the costs to be incurred by the Contractor or in the time required to perform the Work, the Ministry may enter into a Supplemental Agreement with the Contractor adjusting the payment required for the performance of the Work or adjusting the time required to perform the Work.

GC 41.03 With respect to any Changed Condition claim, the Contractor shall not claim for that portion of costs which could have been avoided by the Contractor.

GC 42.00 *REIMBURSABLE DELAY*

GC 42.01 "Reimbursable Delay" means any material cessation or suspension of the Work or any portion thereof caused by:

- (a) the Ministry and includes, without limitation, any of the following:
 - (i) failure of the Ministry to deliver materials, equipment, or information in the condition or within the time frame specified in the Special Provisions;
 - (ii) failure by the Ministry to provide a Ministry Representative; or
 - (iii) failure of the Ministry to provide access to the Site as reasonably contemplated in the Contract; or
- (b) third parties, only for the following events:
 - (i) the establishment of an Environmental Window after the Closing Time;

- (ii) failure to perform any Utility Relocation or other public works in a timely fashion that was unforeseeable by the Contractor;
- (iii) failure of another Ministry contractor to perform its work in a timely fashion; and
- (iv) a material change of any applicable law, code, statute or regulation.

GC 42.02 The following events and any event listed in GC 42.01 that arise by reason of one of the following events are specifically excluded from the definition of "Reimbursable Delay":

- (a) adverse weather, acts of God, or other natural conditions;
- (b) preconsolidation and settlement of embankments, as may be contemplated in the Contract;
- (c) failure of the Contractor to comply with a Work Order;
- (d) strike (including, without limitation, illegal work stoppage or slow down), lockout, or other labour dispute, regardless of whether it is caused by a third party;
- (e) failure of the Contractor to comply with the Contract or any part or provision thereof;
- (f) failure of the Contractor to provide for the safety of the public;
- (g) failure of the Contractor to protect the property of the Ministry;
- (h) defects in connection with the Project which are caused by the Contractor whether or not such defects are being rectified at the time;
- (i) quality control or quality assurance testing, inspecting, reviewing, or auditing by any person of components of the Work for compliance with the Contract;
- (j) Utility Relocation work, except where a prior Reimbursable Delay has changed the timing of the actual Utility Relocation resulting in a material adverse effect on the Contractor's operations;
- (k) failure of the Contractor to discharge any responsibility it may have for protecting the environment; and
- (l) road restrictions.

GC 42.03 A Reimbursable Delay ends on the earliest of:

- (a) the date on which the Ministry Representative issues a Resume Work Order requiring the Contractor to resume the Work;
- (b) the date on which the Contractor becomes aware, or should reasonably have become aware, that the condition or cause of the Reimbursable Delay is corrected; or
- (c) the date on which the Contractor resumes the portion of the Work impacted by the Reimbursable Delay.

GC 42.04 The Contractor shall take all reasonable and necessary steps to minimize or avoid the costs and impacts of any Reimbursable Delay, to recover all lost time, and to resume, as soon as possible, performance of its obligations under the Contract, and shall fully document the costs incurred.

GC 42.05 Compensation for the Contractor for a Reimbursable Delay shall be limited solely to an Extension of Time in accordance with GC 44.00 and any approved payments under GC 50.00 and GC 38.06.

GC 43.00 CHANGE IN TAXES

GC 43.01 If prior to Completion Date a change occurs in any Sales Tax then the Contract Price shall be increased or decreased by an amount that is determined in the sole and absolute discretion of

the Ministry to represent the amount that is demonstrably and directly attributable to that change in Sales Tax as set out in GC 43.03. For greater certainty for the purposes of the Contract, HST is not a Sales Tax, and not included in the Contract Price.

GC 43.02 Where the Contract Price is increased or decreased due to a change in Sales Tax, the costs of calculating the change in the Contract Price shall be borne by:

- (a) the Contractor where the Contract Price is increased; or
- (b) the Ministry where the Contract Price is decreased.

GC 43.03 Where a Sales Tax increases or decreases, the change in the Contract Price shall be limited to those Sales Taxes accruing on or after the date of such decrease or increase on materials incorporated into the Work and to Sales Taxes on those items totally consumed by the Contractor in the process of and for the sole purpose of carrying out the Work.

GC 43.04 An increase in Sales Tax shall be paid as a separate item to be added by the Ministry Representative to the progress estimate.

GC 43.05 Where a Sales Tax decreases, the Ministry may set-off against progress payments or any other money payable to the Contractor, the amount calculated pursuant to GC 43.01.

GC 43.06 The Contractor shall provide the Ministry with all information and documentation necessary, in the opinion of the Ministry Representative, to determine the amount by which the Contract Price is increased or decreased due to a change in Sales Tax.

GC 44.00 *EXTENSION OF TIME*

GC 44.01 The Ministry may grant an Extension of Time for the impact on the Completion Date or on any Milestone Date of:

- (a) a Change to Work;
- (b) Changed Conditions; or
- (c) a material delay, cessation or stoppage in the performance of the Work, or any part thereof, caused by any one of the following events:
 - (i) a Reimbursable Delay;
 - (ii) a strike (including, without limitation, illegal work stoppage or slow down), lockout, or other labour dispute;
 - (iii) an event arising in connection with conditions resulting from Abnormal or unexpected patterns of occurrence on the Site, including without limitation:
 - (A) Abnormal weather conditions,
 - (B) Abnormal river flow, or
 - (C) Abnormal road restrictions; or
 - (iv) any other event beyond the control of the Contractor.

GC 44.02 Notwithstanding GC 44.01, the Ministry shall only grant an Extension of Time where:

- (a) the Contractor has diligently proceeded with the Work;
- (b) the Contractor has applied all reasonable means to complete the Work by the Completion Date, or the portion thereof corresponding to the applicable Milestone Date; and
- (c) the event is not an Event of Default, or in connection with an Event of Default.

GC 44.03 The Contractor may, not later than fourteen (14) days after the occurrence or the detection of any one of the events referenced in GC 44.01, submit to the Ministry Representative a Notice for

an Extension of Time, specifying the event, describing how the requirements set out in GC 44.02 are satisfied, and proposing the period of time by which the Completion Date or the applicable Milestone Date, should be extended.

GC 44.04 Not later than fourteen (14) days after receiving the Notice for an Extension of Time, the Ministry Representative shall deliver a written reply to the Contractor:

- (a) granting the Extension of Time for the time period proposed by the Contractor pursuant to GC 44.03; or
- (b) refusing to grant the Extension of Time and setting out the reasons for such refusal.

GC 44.05 Forthwith upon receipt of any grant of an Extension of Time in writing from the Ministry Representative under GC 44.04(a), the Contractor shall obtain and deliver to the Ministry Representative written confirmation from the Surety that issued the Bonds, of the Surety's consent to the Extension of Time granted under GC 44.04(a), and the Surety's confirmation of the continued force and effect of the Bonds.

GC 44.06 Where a delay occurs because of two or more causes acting concurrently, one of which is the responsibility of the Contractor, and the other or others are the responsibility of the Ministry or a third party, then:

- (a) where the delay for which the Contractor is responsible commences first, no Extension of Time shall be granted for the period commencing when such delay first occurred and ending when the said cause of such delay ceases to operate;
- (b) where the delay for which the Ministry or a third party is responsible commences first, an Extension of Time shall, subject to GC 44.07 and GC 44.08, be granted for the period commencing when such delay first occurred and ending when the said cause of such delay ceases to operate; and
- (c) where the delay commences as a result of concurrent causes, then an Extension of Time shall, subject to GC 44.07 and GC 44.08, be granted in the amount of one-half (1/2) of the duration between the date of commencement of the delay until the time the first of any one of the concurrent causes ceases to operate.

GC 44.07 An Extension of Time shall only be granted for the period of time that exceeds the available float time (the length of time an activity may be delayed without affecting completion by a Milestone Date or the Completion Date).

GC 44.08 Notwithstanding GC 44.07, where, in the opinion of the Ministry Representative, a significant portion of the said float time has been consumed by events for which the Ministry is responsible and the Contractor subsequently suffers a delay which consumes more time than can be accommodated within the remaining float time, the Ministry may give consideration to granting an Extension of Time.

GC 45.00 CHANGE OF COMPLETION DATE

GC 45.01 Where the Ministry grants an Extension of Time pursuant to GC 44.00, any affected Milestone Date and, where affected, the Completion Date, shall be extended by the number of days in the Extension of Time.

GC 45.02 Where a Change to Work reduces the anticipated time required to complete the Work, the Ministry and the Contractor, subject to the written consent of the Surety, may negotiate a Reduction of Time for an earlier Completion Date and/or any affected Milestone Date.

GC 46.00 PAYMENT

GC 46.01 Subject to the terms of the Contract, the Ministry shall pay the Contract Price as full payment and reimbursement to the Contractor for all costs incurred for labour, materials, equipment, and overhead, including without limitation all applicable taxes, other than HST, required to completely incorporate all the Items into the Work. Payment for individual Items shall be made, subject to the terms of the Contract, as follows:

- (a) For Unit Price Items, the Ministry shall pay the Contractor only for actual quantities of Work furnished and incorporated into the Work, as measured or calculated in accordance with the Contract. The actual quantities of Work to be furnished and incorporated into the Work may be greater or less than the Approximate Quantities specified in Schedule 7 - Approximate Quantities and Unit Prices;
- (b) For Lump Sum Items, the Ministry shall pay the Contractor the Lump Sum Price, regardless of the actual quantities of Work required to complete the Item;
- (c) For each Provisional Sum Item, the Ministry shall pay the Contractor in accordance with the express method of payment as contemplated within the Contract, failing which, in accordance with each Work Order authorizing that part of the Work to proceed;
- (d) For Conditional Items, the Ministry shall pay the Contractor only for actual quantities of Work furnished, as measured or calculated in accordance with the Contract, and only where the Contractor has been authorized by the Ministry Representative in accordance with the terms of the Contract. The actual quantities of Work to be furnished may be greater or less than the Approximate Quantities specified in Schedule 7 - Approximate Quantities and Unit Prices; and
- (e) The Ministry shall pay the Contractor for any Change to Work in accordance with the Supplemental Agreement authorizing such Work.

GC 46.02 The Ministry will pay any applicable HST on any payments or reimbursements to the Contractor under the Contract. The documentation for such payments and reimbursements, whether prepared by the Ministry or the Contractor, shall show the calculation of the amount of the applicable HST as a separate line item.

GC 46.03 The Ministry is not obligated to pay the Contractor for Unauthorized Work or Unacceptable Work.

GC 46.04 The Ministry may set-off any consideration required to be paid by the Contractor from any current or future sums owed by the Ministry to the Contractor.

GC 46.05 Notwithstanding any other provision of the Contract, the payment of money by the Ministry to the Contractor pursuant to the Contract is subject to the provisions of the Financial Administration Act.

GC 47.00 PROVISIONAL SUM ITEMS

GC 47.01 The Contractor shall not be entitled to any payment for Work against a Provisional Sum Item until the Ministry Representative has authorized that Work.

GC 47.02 The Ministry shall not pay the Contractor for any portion of a Provisional Sum Item which has not been authorized by the Ministry Representative.

GC 47.03 GC 40.00 does not apply to Provisional Sum Items.

GC 47.04 Any Provisional Sum Item for which no express method of payment is provided in the Contract shall be paid as authorized on the Work Order.

GC 48.00 CONDITIONAL ITEMS

GC 48.01 The Contractor shall not be entitled to any payment for Work against a Conditional Item until the Ministry Representative has authorized that Work.

GC 48.02 GC 39.06 and GC 40.05 do not apply to Conditional Items.

GC 49.00 FORCE ACCOUNT

GC 49.01 The Contractor shall not be entitled to compensation for any Work performed on a Force Account Basis prior to written authorization of such Work from the Ministry Representative.

GC 49.02 The Contractor shall submit a *"Daily Report for Extra Work"* to the Ministry Representative for any Work performed on a Force Account Basis no later than one day after such Work is performed.

GC 49.03 Payment to the Contractor on a Force Account Basis shall be made subject to the terms of the Contract, including but not limited to GC 49.05 and shall be calculated as follows,

(a) for the cost of labour:

- (i) an amount equal to the actual wages and salaries, including payroll burden, paid directly by the Contractor in respect of labour and for supervisory personnel actively and necessarily engaged on the particular portion of Work on the Site, if supported by recorded time and hourly rates of pay for that labour and supervision, but not including any payment or costs paid for operators of All Found Equipment, the Contractor Manager and Contractor Representative(s) or their delegates under GC 6.05, administration, or management time spent on the portion of Work; and
- (ii) an amount for small tool allowance, plus any other similar items which the Ministry Representative considers appropriate;
- (iii) plus an amount equal to twenty percent (20%) of the total costs referred to in GC 49.03(a)(i) and GC 49.03(a)(ii) in respect of the related costs and expenses described in GC 49.06;

(b) for food and lodging:

- (i) an amount equal to the actual reasonable costs paid directly by the Contractor in respect of food and lodging for labour and for supervisory personnel actively and necessarily engaged on the particular Item,
- (ii) plus ten percent (10%) of such costs in respect of the related costs and expenses described in GC 49.06;

(c) for materials supplied:

- (i) an amount equal to the actual cost of materials supplied by the Contractor at invoice cost (which includes all freight and express charges, all applicable taxes, and all other costs incurred to supply the materials to the Site),
- (ii) plus ten percent (10%) of such costs in respect of the related costs and expenses described in GC 49.06;

(d) for Equipment:

- (i) the applicable Equipment Rental Rate for equipment approved by the Ministry Representative prior to its use;
- (ii) for equipment brought to the Site for the sole purpose of being used to perform Work to be paid on a Force Account Basis, where both the equipment and its point of hire are approved in writing in advance by the Ministry Representative, a mobilization /

- (b) costs of labour (other than supervisory staff), including All Found Equipment operators, approved in writing by the Ministry Representative;
- (c) costs of equipment for equipment idled by the Reimbursable Delay determined as:
 - (i) in the case of equipment owned or leased by the Contractor on a long term basis,
 - (A) for the first twenty-one (21) continuous days only the number of hours that the equipment was idle, subject to a maximum of eight (8) hours per day and excluding Saturdays and Holidays, multiplied by the Bare Equipment Rates for such idle equipment, and
 - (B) for the twenty-second (22nd) continuous day and all subsequent days excluding Saturdays and Holidays the actual loss which the Contractor demonstrates is wholly attributable to the Reimbursable Delay where the Contractor demonstrates that an actual loss was suffered by the Contractor with respect to other work being available to the Contractor which the Contractor was precluded from carrying out as a result of the costs of moving such idled equipment to the site of such other work;
 - (ii) in the case of rented equipment which is rented on a short term basis, the incremental rental costs that are wholly attributable to the Reimbursable Delay; and
 - (iii) in the case of hired equipment, the equipment idle time, to a maximum of three (3) days, a maximum of eight (8) hours per day and excluding Saturdays and Holidays, multiplied by the Bare Equipment Rates;
- (d) five percent (5%) of the sum of GC 50.02(a), GC 50.02(b), and GC 50.02(c) as overhead;
- (e) reasonable board and lodging costs for supervisory and other staff authorized under GC 50.02(a) and GC 50.02(b) above;
- (f) increases in materials costs wholly attributable to the Extension of Time if an Extension of Time has been granted pursuant to GC 44.00; and
- (g) the reasonable costs of moving idled equipment off and back to the Site where the anticipated costs of moving the idled equipment would be less than anticipated costs which would be incurred pursuant to GC 50.02(c).

GC 50.03 The Ministry shall not pay the Contractor for equipment that is inoperative due to breakdown or for idled equipment which was not in use when the Reimbursable Delay started.

GC 51.00 CONSEQUENTIAL LOSSES

GC 51.01 Under no circumstances shall the Contractor be entitled to any compensation or payment not specifically provided for in the Contract including, without limitation, any payment for loss of profits or consequential damage or loss.

GC 52.00 PROGRESS PAYMENTS

GC 52.01 The Ministry Representative shall, subject to the terms of the Contract, no later than seven (7) days following the first day of each month or such later date and/or less frequent period as may be agreed to between the Ministry Representative and the Contractor, prepare and endorse a progress estimate of the amount of Work performed by the Contractor.

GC 52.02 Subject to the terms of the Contract, the Ministry shall make a progress payment to the Contractor monthly in arrears.

GC 52.03 The progress payment made under GC 52.02 shall be at the applicable rates set out in Schedule 7 - Approximate Quantities and Unit Prices, and be based upon the estimated amount of

the Work performed under GC 52.01, as follows:

- (a) the progress payment for any Unit Price Item shall be based on the total quantity of Work performed for the Item, as estimated by the Ministry Representative, less the amount paid for the Item pursuant to any previous progress estimate(s);
- (b) the progress payment for any Lump Sum Item shall be based on the percentage complete of the Item, as estimated by the Ministry Representative, less the percentage complete pursuant to any previous progress estimate(s);
- (c) the progress payment for any Provisional Sum Item shall be based on the total value of Work, which had been authorized in advance by the Ministry Representative, performed for the Provisional Sum Item less the amount paid for the Provisional Sum Item pursuant to any previous progress estimate(s);
- (d) the progress payment for any Work paid on a Force Account Basis will be based on total value of the Work performed as documented by completed "Daily Report for Extra Work" forms received and approved by the Ministry Representative during the period covered by the progress estimate; and
- (e) each progress payment shall be subject to the Holdback, pursuant to GC 54.00.

GC 52.04 Progress estimates and progress payments do not represent a final determination of quantities of Work or an acceptance of the Work by the Ministry.

GC 53.00 FINAL PROGRESS PAYMENT

GC 53.01 The Ministry Representative shall, within ninety (90) days following the Actual Completion Date, prepare the final measurements and calculations of the amount of Work performed by the Contractor and deliver a draft of the final progress estimate for review by the Contractor.

GC 53.02 At the Contractor's request, the Ministry shall provide the Contractor with access to any back-up documentation which, in the Ministry Representative's opinion is applicable and relates to the final quantities of the Work performed.

GC 53.03 The Contractor shall review the draft final progress estimate and shall, within sixty (60) days of the delivery of the draft of the final progress estimate, provide Notice to the Ministry of any claims based upon the quantities or an indication of acceptance of the final quantities.

GC 53.04 During the sixty (60) day period referenced in GC 53.03, the Contractor and the Ministry Representative shall review any discrepancies noted by either party with respect to the draft final progress estimate and shall review the calculations and records, exchange information, and conduct discussions or negotiations in an effort to reach agreement and/or a resolution with respect to the final quantities of Work for any Item in dispute. The Ministry Representative shall revise the draft final progress estimate to reflect any adjustments to the quantities of disputed Items that may be agreed to between the Ministry Representative and the Contractor and shall endorse and issue the final progress estimate.

GC 53.05 The final progress payment pursuant to the Contract shall be made within thirty (30) days of the Ministry receiving the following from the Contractor:

- (a) acceptance of the final quantities;
- (b) Notice of outstanding disputed Items, if any;
- (c) an original statutory declaration duly executed in the applicable form set out in the Standard Specifications; and
- (d) any other documentation required under the Contract.

GC 53.06 Payment for any disputed Items that are resolved after issuance of the final progress estimate shall be paid within thirty (30) days of receipt by the Ministry of a letter from the Contractor, in a form and content acceptable to the Ministry Representative, containing:

- (a) a list of each resolved Item and the net amount payable for that Item;
- (b) the total net amount owing;
- (c) subject to GC 53.06(d), a statement indicating that payment of the agreed-upon amount shall release the Ministry for any and all liability associated with the claim for those items;
- (d) any other conditions of the settlement; and
- (e) the signature of an authorized signatory of the Contractor.

GC 54.00 *HOLDBACK*

GC 54.01 Subject to GC 54.02 and GC 55.04, the Ministry shall retain from each progress payment a holdback equal to five percent (5%) of the amount approved by the Ministry Representative for payment by the Ministry to the Contractor (the "Holdback").

GC 54.02 The Ministry may, in the sole discretion of the Ministry, accept from the Contractor a substitute security, in a form and content satisfactory to the Ministry, in place of the Holdback, in which case the substitute security is deemed to be the Holdback.

GC 54.03 The Ministry shall not pay interest or other charges on any amounts retained pursuant to GC 54.01 or GC 54.02.

GC 55.00 *INTERIM HOLDBACK RELEASE*

GC 55.01 In the sole discretion of the Ministry and subject to the terms and conditions of the Contract, the Ministry may release, one time only, a portion of the Holdback in accordance with GC 55.02, no sooner than the Ministry determines that all of the following conditions have been met:

- (a) the Ministry Representative has issued a Letter of Substantial Completion;
- (b) the Contractor has provided to the Ministry a clearance letter from the Workers' Compensation Board indicating that all current assessments due from the Contractor have been paid; and
- (c) the Contractor has provided to the Ministry the applicable executed statutory declaration in the format set out in the Standard Specifications.

GC 55.02 An interim Holdback release shall be in the amount of the Holdback less two times the cost to complete the Work as estimated by the Ministry Representative. This amount shall be retained until such time as the conditions in GC 56.01 have been satisfied.

GC 55.03 If the Ministry has accepted a substitute form of security pursuant to GC 54.02 or if the Ministry Representative has issued a Completion Certificate pursuant to GC 34.04, no portion of the security shall be released until all conditions in GC 56.01 have been satisfied.

GC 55.04 In the event of an interim Holdback release, the Ministry shall discontinue retaining Holdbacks from all subsequent progress payments.

GC 56.00 *FINAL HOLDBACK RELEASE*

GC 56.01 Subject to the terms and conditions of the Contract, the Ministry shall release the Holdback, or the remaining balance thereof, within sixty (60) days following written acknowledgement by the Ministry that all of the following conditions have been satisfied:

- (a) the Ministry Representative has issued a Completion Certificate;

- (b) the Contractor has provided to the Ministry a clearance letter from the Workers' Compensation Board indicating that all current assessments due from the Contractor have been paid;
- (c) the Contractor has provided to the Ministry the applicable originally executed statutory declaration in the form set out in the Standard Specifications; and
- (d) the Contractor has provided to the Ministry:
 - (i) written confirmation of the final measurement quantities that the Contractor accepts; and
 - (ii) written confirmation of the final measurement quantities which the Contractor disputes.

GC 57.00 APPROPRIATION

GC 57.01 Notwithstanding any other provision of the Contract, the obligation of the Ministry to pay money to the Contractor under the Contract is subject to:

- (a) there being sufficient moneys available in an Appropriation to enable the Ministry, in any fiscal year or part thereof when any payment of money by the Ministry to the Contractor falls due under the Contract, to make that payment; and
- (b) the Treasury Board as defined in the Financial Administration Act not having controlled or limited expenditure under any appropriation referred to in GC 57.01(a).

GC 58.00 DISPUTE RESOLUTION

GC 58.01 A dispute occurs between the Ministry and the Contractor when a difference exists between the parties as to the interpretation, application, or administration of the Contract.

GC 58.02 If a dispute occurs as contemplated in GC 58.01, the Contractor shall abide by the Ministry's decision with respect to the dispute, proceed diligently with the Work without prejudice to the Contractor's right to advance any claim it may wish to assert with respect to the dispute, and closely track all costs and impacts associated therewith.

GC 58.03 The Ministry and the Contractor agree that, both during and after the performance of the Work, each of them shall:

- (a) make bona fide efforts to resolve any dispute arising between them by negotiation; and
- (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate the resolution of any dispute.

GC 58.04 The Contractor Representative shall give the Ministry Representative Notice of a dispute within seven (7) days of the circumstance which gives rise to the dispute.

GC 58.05 If the Ministry Representative and the Contractor Representative fail to resolve the dispute, the Contractor Representative shall file a statement of dispute with the Ministry Representative no later than fourteen (14) days after the date of the Notice given pursuant to GC 58.04, and which a statement of dispute shall update the information provided in the Notice to reflect any change in the Contractor's position or proposed resolution and provide any additional information that may assist in the resolution of the dispute.

GC 58.06 The Ministry Representative shall provide a written reply to the Contractor's statement of dispute within fourteen (14) days of receiving the information specified in GC 58.05. The Ministry Representative's reply shall provide the Ministry's position in trying to resolve the dispute.

GC 58.07 If the dispute remains unresolved, the Contractor shall give a Written Protest respecting the dispute to the Ministry Representative no later than thirty (30) days following the date of the Ministry Representative's reply pursuant to GC 58.06. The Written Protest shall include, without limitation:

- (a) a response to each point raised in the Ministry Representative's reply as provided pursuant to GC 58.06;
- (b) relevant provisions of the Contract;
- (c) relevant cost estimates; and
- (d) estimates of any resulting changes to Schedule 5 – Time Schedule.

GC 58.08 The Ministry Representative shall give a written decision to the Contractor no later than forty-five (45) days following receipt by the Ministry Representative of the Written Protest described in GC 58.07 either:

- (a) accepting the position of the Contractor as set out in the Written Protest, in which case the Ministry shall enter into a Supplemental Agreement, as necessary;
- (b) making an offer to the Contractor to settle the dispute as set out in the Written Protest by entering into a Supplemental Agreement, as necessary; or
- (c) addressing each point in the Contractor's protest and rejecting the position of the Contractor as set out in the Written Protest.

GC 58.09 A Supplemental Agreement entered into pursuant to GC 58.08, constitutes full and final settlement of the dispute.

GC 58.10 If the dispute is not resolved pursuant to GC 58.08, the Contractor shall, within thirty (30) days of the date of the Ministry Representative's written decision, provide the Ministry Representative with:

- (a) Notice of intent to pursue a Formal Claim pursuant to GC 59.00; or
- (b) Notice that the Contractor requests a Referee in lieu of GC 59.00 and GC 60.00.

GC 58.11 The services of a Referee invoked pursuant to GC 58.10(b) or GC 59.05(b) shall be provided in accordance with the Supplemental General Conditions, or where the Supplemental General Conditions do not contain provisions for a Referee, the Ministry's standard Referee Services Agreement.

GC 59.00 FORMAL CLAIM

GC 59.01 If the dispute is not resolved by the decision of the Ministry Representative, pursuant to GC 58.08, and the Contractor has provided the Notice of intent pursuant to GC 58.10, the Contractor Manager may file a Formal Claim with the Ministry Manager no later than ninety (90) days following the issuance of the Completion Certificate.

GC 59.02 A Formal Claim shall be in writing, and shall set out in sufficient detail the particulars of the dispute so as to reasonably enable the Ministry Manager to ascertain the basis and the amount of the dispute. A Formal Claim shall include the following information:

- (a) Project and contract number;
- (b) description of the Work;
- (c) detailed description of the dispute providing all necessary dates, location, and Items affected by the Formal Claim;
- (d) date in which the circumstances which gave rise to the Formal Claim arose;

- (e) name of each official or employee of the Ministry involved in or knowledgeable about the Formal Claim;
- (f) relevant provisions of the Contract which support the Formal Claim and the reasons therefor;
- (g) in the case of a Formal Claim relating to a decision of the Ministry Representative, a detailed description of all of the relevant facts supporting the position of the Contractor in connection with that decision;
- (h) identification of any documents and particulars of any oral communications that support the Formal Claim;
- (i) copies of any documents identified pursuant to GC 59.02(h), other than documents of the Ministry and documents previously furnished to the Ministry by the Contractor, that support the Formal Claim;
- (j) if the Contractor seeks a modification to Schedule 5 - Time Schedule, the Contractor shall provide the particulars of the modification as well as the reasons therefor;
- (k) if the Contractor seeks additional compensation, the exact amount and a breakdown of that amount separated into the following categories:
 - (i) direct labour;
 - (ii) direct materials;
 - (iii) direct Contractor and Subcontractor equipment with rates claimed for each described piece of equipment based on hours and dates of use and calculated in accordance with the Equipment Rental Rates (Less Operator);
 - (iv) direct All Found Equipment with rates claimed for each described piece of equipment based on the hours and dates of use and calculated in accordance with the Equipment Rental Rates;
 - (v) overhead (general and administrative);
 - (vi) claims of Subcontractors in detail as described in this paragraph;
 - (vii) standby; and
 - (viii) other categories, if specified by the Contractor or the Ministry.

GC 59.03 The Ministry Manager shall give a written decision to the Contractor Manager no later than ninety (90) days after receiving the Formal Claim stating either that:

- (a) the Ministry accepts the position of the Contractor as set out in the Formal Claim, in which case the Ministry shall enter into a Supplemental Agreement;
- (b) the Ministry makes an offer to the Contractor to settle the Formal Claim by entering into a Supplemental Agreement; or
- (c) the Ministry rejects the position of the Contractor as set out in the Formal Claim.

GC 59.04 A Supplemental Agreement entered into pursuant to GC 59.03 constitutes full and final settlement of the Formal Claim.

GC 59.05 If the decision of the Ministry Manager does not resolve the dispute, the Contractor may, not later than thirty (30) days following receipt of the decision:

- (a) file a written appeal to the Deputy Minister in accordance with GC 60.00;
- (b) refer the dispute to a Referee, in accordance with GC 58.11; or
- (c) refer the dispute directly to arbitration, in accordance with GC 61.00.

GC 60.00 APPEAL

GC 60.01 The Deputy Minister shall give a written decision to the Contractor not later than sixty (60) days following receipt by the Deputy Minister of the appeal described in GC 59.05, stating that:

- (a) the decision of the Ministry Manager, pursuant to GC 59.03, is reversed, in which case the Ministry shall enter into a Supplemental Agreement, as necessary; or,
- (b) the decision of the Ministry Manager, pursuant to GC 59.03, is affirmed.

GC 60.02 A Supplemental Agreement entered into pursuant to GC 60.01 constitutes a full and final settlement of the Formal Claim.

GC 60.03 If the decision of the Deputy Minister does not resolve the dispute, the Contractor may, not later than thirty (30) days following receipt of the decision, refer the dispute to arbitration.

GC 61.00 ARBITRATION

GC 61.01 If the dispute is not resolved in accordance with GC 60.00 or in lieu of an appeal to the Deputy Minister as described in GC 60.00, the dispute shall be referred to and finally resolved by binding arbitration:

- (a) by a single arbitrator appointed by the parties;
- (b) at a place agreed to by the parties; and
- (c) unless the parties agree otherwise, under the rules of the British Columbia International Commercial Arbitration Centre for the conduct of domestic commercial arbitration.

GC 62.00 DEFAULT

GC 62.01 Any of the following events shall constitute an Event of Default whether any such event is voluntary, involuntary, or results from the operation of law or any judgment or order of any court or administrative or government body:

- (a) an order is made, resolution passed, or petition filed, for the liquidation or winding up of the Contractor;
- (b) the Contractor becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, or otherwise acknowledges its insolvency;
- (c) a bankruptcy petition is filed against the Contractor, or a proposal under the Bankruptcy and Insolvency Act is made by the Contractor;
- (d) a receiver or receiver-manager of any property of the Contractor is appointed;
- (e) the Contractor ceases, in the opinion of the Ministry, to carry on business as a going concern;
- (f) a floating charge granted by the Contractor crystallizes or becomes enforceable or any other action is taken to enforce any charge granted by the Contractor;
- (g) the Contractor fails to perform any of its obligations or breaches any term or provision of the Contract;
- (h) the Contractor fails to give to the Ministry notice, specifying particulars, that there has occurred or is continuing a default under the Contract;
- (i) any representation or warranty made by the Contractor in the Contract is materially incorrect;
- (j) any information, or document furnished by or on behalf of the Contractor to the Ministry in connection with the Tender or as a result of the Contract is materially incorrect;

- (k) there is any bona fide proceeding, pending or threatened against the Contractor, which would, in the opinion of the Ministry Representative, if successful, materially adversely affect the ability of the Contractor to fulfill its obligations under the Contract;
- (l) a change occurs with respect to the property or business of the Contractor which, in the opinion of the Ministry Representative, materially adversely affects the ability of the Contractor to fulfill its obligations under the Contract; and
- (m) the Contractor permits any sum pertaining to the Work to remain unpaid, which it does not in good faith dispute to be due from it, after legal proceedings have been commenced to enforce payment thereof.

GC 62.02 On the occurrence of any Event of Default, or at any time thereafter the Ministry may, in addition to any other remedy to which the Ministry may be entitled, deliver written notice to the Contractor specifying the Event of Default and the Ministry may, at its option, elect to carry out any one or more of the following:

- (a) pursue any remedy available to it at law or in equity;
- (b) subject to the approval of the Ministry Manager, retain any payment or any part of any payment due to the Contractor under the Contract, including any sums currently being held-back by the Ministry and any other amount which the Ministry Representative reasonably believes, on the basis of information available to the Ministry Representative, reflects an estimate of the costs, expenses or liabilities which the Contractor has saved or not incurred as a consequence of the Event of Default;
- (c) notify the Surety that the Contractor is in default under the Contract;
- (d) take all actions in its own name or in the name of the Contractor that may reasonably be required to remedy the Event of Default, in which case any payments, costs and expenses incurred by the Ministry in remedying the Event of Default shall be payable by the Contractor to the Ministry on demand, and the Ministry may set off against any sums owing by the Ministry to the Contractor, including any amount retained by the Ministry under GC 62.02(b);
- (e) by written Notice to the Contractor suspend the rights and obligations of the Contractor under the Contract, in whole or in part;
- (f) waive the Event of Default in writing and on such conditions as the Ministry Representative may determine;
- (g) provide written Notice to the Contractor stating that it is in default under the Contract, providing a summary of the Event of Default and the time period in which the Event of Default must be remedied; and
- (h) terminate the Contract.

GC 62.03 If any amounts have been retained by the Ministry in accordance with GC 62.02(b), the subject funds shall continue to be retained and shall be dealt with as follows:

- (a) where the Event of Default has been cured or remedied by the Contractor to the satisfaction of the Ministry within such time period as may be specified by the Ministry, then the Ministry shall pay the amount previously retained by the Ministry to the Contractor less any amount which the Ministry Representative reasonably believes, on the basis of information available to the Ministry Representative, reflects an estimate of the costs, expenses or liabilities which the Ministry has incurred as a consequence of the Event of Default;
- (b) where in the Ministry's reasonable opinion, the Event of Default is not curable, or has not been remedied by the Contractor to the satisfaction of the Ministry within such time period as may be specified by the Ministry, then the Ministry may, at its option, keep the amount

retained in reduction for payment otherwise payable to the Contractor under the Contract; and

- (c) no interest shall be calculated or payable by the Ministry with respect to any amount being retained by the Ministry in accordance with GC 62.02(b).

GC 62.04 The rights, powers and remedies conferred upon the Ministry under GC 62.02 and GC 62.03 are not intended to be exclusive and each such right, power and remedy referred to therein shall be cumulative and in addition to and not in substitution for every other right, power or remedy existing or available to the Ministry under the Contract, at law or in equity, and the exercise by the Ministry of any right, power or remedy shall not preclude the simultaneous or later exercise by the Ministry of any other right, power or remedy.

GC 62.05 No failure or delay on the part of the Ministry to complain of or provide Notice to the Contractor of any act or failure on the part of the Contractor, or to declare the Contractor in default under GC 62.01, irrespective of how long such act or failure or Event of Default has continued, shall constitute a waiver by the Ministry of its rights hereunder.

GC 63.00 *TERMINATION FOR REASONS OTHER THAN DEFAULT*

GC 63.01 Notwithstanding any other provision of the Contract, the Ministry may at any time, upon giving thirty (30) days prior written Notice to the Contractor, terminate the Contract.

GC 63.02 Subsequent to receipt of Notice from the Ministry pursuant to GC 63.01, the Contractor shall only proceed with those portions of the Work specifically authorized in writing by the Ministry Representative.

GC 63.03 Upon the termination of the Contract in accordance with GC 63.01, the Ministry shall have no further obligation to the Contractor save and except to pay to the Contractor:

- (a) the amount the Contractor is entitled to for Work completed satisfactorily on the Project to the date of termination; and
- (b) other actual expenses of the Contractor, such as demobilization and compensation for unrecovered actual fixed expenses which are, in the opinion of the Ministry, reasonable in the circumstances.

GC 64.00 *RECORDS*

GC 64.01 The Contractor shall, in connection with the Contract:

- (a) establish and maintain, at a location within British Columbia, accurate books of account and records (including supporting documents) to the satisfaction of the Ministry;
- (b) forthwith following the request of the Ministry, give written particulars of the location of the books of account and records; and
- (c) permit the Ministry, at any time during normal business hours, to copy and audit any one or more of the books of account or records (including supporting documents),

for three (3) years following the Actual Completion Date or until the date any proceeding, claim, dispute, audit or litigation arising in connection with the Project is resolved or completed, whichever is later.

GC 65.00 *REPORTS*

GC 65.01 The Contractor shall, upon the request of the Ministry, co-operate with the Ministry to:

- (a) fully inform the Ministry of Work done and to be done by the Contractor including information related to the Contractor's performance of its obligations under the Contract and, if

requested by the Ministry, submit that information in writing; and

- (b) permit the Ministry at all reasonable times to inspect, and copy any or all of the Project Material.

GC 66.00 AUDIT

GC 66.01 The Ministry may, in its sole discretion, conduct an audit of the Contractor and has all powers necessarily incidental to conducting an audit including, without limitation, the right to inspect and take copies of the books and records of the Contractor in connection with the Contract upon reasonable notice and at reasonable times.

GC 66.02 Without limiting the generality of GC 66.01, the Contractor shall make available to any auditors of the Ministry all information requested by them, including without limitation the following:

- (a) daily time sheets and supervisors' daily reports and diaries;
- (b) insurance, welfare and benefits records;
- (c) payroll registers and tax forms;
- (d) material invoices and requisitions;
- (e) material cost distribution worksheets;
- (f) equipment records (including, without limitation, hours of use and distribution);
- (g) invoices from vendors, rental agencies, Subcontractors, suppliers of All Found Equipment and agents;
- (h) payment certificates of Subcontractors, suppliers of All Found Equipment and agents;
- (i) cancelled cheques (payroll and vendors);
- (j) all documents relating to every Formal Claim; and
- (k) worksheets used to establish the cost components for all items of each Formal Claim.

GC 66.03 The Contractor shall fully co-operate with and assist the Ministry, as necessary, to conduct an audit pursuant to GC 66.01 and GC 66.02.

GC 67.00 CONFIDENTIALITY

GC 67.01 The Contractor shall treat as confidential and shall not, without the prior written consent of the Ministry, publish or disclose or permit to be published or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the Contract except insofar as such publication or disclosure is required by law or is necessary to enable the Contractor to fulfill any obligations that the Contractor may have under the Contract.

GC 67.02 Any documentation related to the Project that is in the custody or under the control of the Ministry is subject to the Freedom of Information and Protection of Privacy Act.

GC 67.03 Unless otherwise stated in the Contract and subject to the Freedom of Information and Protection of Privacy Act, all information submitted by the Contractor to the Ministry shall be considered confidential during the Term and the Ministry shall not, without the prior written consent of the Contractor, publish or disclose the information, except as insofar as such publication or disclosure is required by law.

GC 67.04 Notwithstanding GC 67.03, the Ministry may use any such information for the purposes of administration, analysis of and cost estimation of this and other projects and may disclose such information to its consultants for that purpose.

GC 68.00 ANNOUNCEMENTS

GC 68.01 The Ministry shall arrange any public announcement relating to the Contract in consultation with the Contractor.

GC 69.00 PROVINCIAL PROPERTY

GC 69.01 Any property provided by or on behalf of the Ministry to the Contractor as a result of the Contract is the exclusive property of the Ministry. The Contractor shall deliver the property to the Ministry forthwith following the completion or termination of the Contract.

GC 69.02 The Ministry may, prior to the completion or termination of the Contract, give written notice to the Contractor requiring the Contractor to deliver to the Ministry the property or any part of the property, in which event the Contractor shall forthwith comply with the request.

GC 70.00 ENTIRE CONTRACT

GC 70.01 The Ministry and the Contractor acknowledge and agree that the Contract represents the entire contract and agreement between the Contractor and the Ministry and that the Contractor has not relied upon or been induced by any representation, promise or warranty whatsoever by the Ministry or any officer, employee or agent of the Ministry, in entering into the Contract or with respect to the Work, other than as set out in the Contract.

GC 70.02 Each Schedule, Appendix, Addendum, and any Supplemental General Conditions attached to the Contract is an integral part of the Contract as if set out at length in the body of the Contract.

GC 71.00 AMENDMENTS

GC 71.01 The Contract may be amended only by a duly executed Supplemental Agreement.

GC 72.00 ADDRESS FOR NOTICES

GC 72.01 Any written notice, including a Notice, document, or payment desired or required to be given, delivered or made under the Contract will be conclusively deemed validly given, delivered or made to and received by the addressee, for the purposes of any time restrictions of the Contract,

- (a) if delivered personally to the addressee, on the date of delivery, or
- (b) if mailed in Canada with postage prepaid addressed to the party at the address set out on the execution page of the Contract, on the third day after its mailing, except in the event of disruption of postal services in Canada in which case it is deemed received by the addressee when actually delivered to the address for the addressee or as changed pursuant to GC 72.03.

GC 72.02 Any notice or document desired or required to be given under the Contract may be transmitted by facsimile transmission from either party and will be conclusively deemed validly given to and received by the intended recipient, for the purposes of any time restrictions of the Contract, when so transmitted to the numbers set out on the execution page.

GC 72.03 Either party may from time to time notify the other party in writing of a change in address, for the purposes of GC 72.01, or a change in facsimile number, for the purposes of GC 72.02, and the change in address or facsimile number will be effective upon receipt of the notice.

GC 73.00 FURTHER ASSURANCES

GC 73.01 Each of the parties shall, upon the reasonable request of the other, do or cause to be done all further things for the better performance of the Contract.

GC 74.00 DUTY TO MITIGATE

GC 74.01 The Contractor shall take all reasonable and necessary steps to minimize and avoid all costs and impacts arising out of the Contract.

GC 75.00 WAIVER

GC 75.01 No waiver by either party of a right of that party or any breach by the other party in the performance of any of its obligations under the Contract is effective unless it is in writing.

GC 75.02 No waiver of any right or obligation is a waiver of any other right or obligation under the Contract.

GC 76.00 TIME

GC 76.01 Time is of the essence of the Contract.

GC 77.00 INTERPRETATION

GC 77.01 Where the Contract references a statute such reference is a reference to a statute of the Province of British Columbia unless otherwise stated, and includes every amendment to it, every regulation made under it, and any enactment passed in replacement or substitution for it.

GC 77.02 Unless the context otherwise requires, any reference in the Contract to any Article, Schedule, Section or Subsection, Paragraph or Subparagraph by number is a reference to the appropriate Article, Schedule, Section or Subsection, Paragraph or Subparagraph of the Contract.

GC 77.03 Head notes and indices in these General Conditions or any other part of the Contract are inserted for convenience of reference only, form no part of the Contract, and do not affect the interpretation of the Contract.

GC 77.04 In the Contract, a person includes a corporation, firm, association and other legal entity, and wherever the singular or masculine is used it is as if the plural, the feminine, or the neuter, as the case may be, had been used where the context or the parties requires.

GC 77.05 If any provision of the Contract or the application thereof to any person or circumstance is unenforceable, the remainder of the Contract and the application of that provision to any other person or circumstance are not affected and the Contract is enforceable to the extent permitted by law.

GC 77.06 If any one or more provisions of the Contract are in conflict, then the provisions apply in the following prioritized order:

- (a) any Supplemental Agreements, in reverse chronological order;
- (b) Schedule 8 – Contract Addenda, in reverse chronological order;
- (c) the Supplemental General Conditions;
- (d) the Glossary of Terms;
- (e) these General Conditions;
- (f) Schedule 3 – Special Provisions;
- (g) appendices to Schedule 3 – Special Provisions;
- (h) Schedule 4 – Drawings;
- (i) the Standard Specifications;
- (j) the Maintenance Specifications;
- (k) the Electrical Maintenance Standards; and

(l) the remaining provisions of the Contract and the remaining Schedules.

GC 77.07 In the Special Provisions and the Drawings, figured dimensions prevail over scaled dimensions.

GC 77.08 In the Contract, the units of measurement are:

- (a) determined on the basis of the "International System of Units" established by the "General Conference on Weights and Measures"; and
- (b) as defined by the Weights and Measures Act.

GC 77.09 A reference to a "day" or "days" means a calendar day or days, unless a contrary intention is expressed in the Contract.

GC 77.10 Where there is a time limitation under the Contract, and the time in question for performance of an obligation expires on a Saturday, Sunday, or a Holiday, the time for performance of the obligation governed by the time limitation is extended to the next day that is not a Saturday, Sunday, or Holiday.

GC 77.11 In the calculation of time, the first day shall be excluded and the last day included.

GC 77.12 The rights, powers, and remedies conferred on the Ministry under the Contract are not intended to be exclusive but are cumulative and are in addition to and not in substitution for any other right, power, and remedy existing under the Contract, under any other agreement, at law, or in equity. The exercise by the Ministry of any right, power, or remedy does not preclude the simultaneous or later exercise by the Ministry of any other right, power, or remedy.

GC 77.13 Approval or acceptance by the Ministry of any aspect of the Work does not relieve the Contractor of its obligation to perform all Work in accordance with the Contract.

GC 77.14 Where the Contract anticipates the use of a specific form, an alternative instrument may be used which clearly identifies the instrument as being a substitute for the specified form, and by such use, shall implicitly incorporate any terms and conditions pre-printed on the specified form.

GC 78.00 SURVIVAL OF TERMS

GC 78.01 All terms of the Contract in favour of the Ministry and all rights and remedies of the Ministry, either at law or in equity, survive the termination of the Contract.

GC 79.00 SUCCESSORS AND ASSIGNS

GC 79.01 The Contract continues to the benefit of and binds the Ministry and its assigns and the Contractor and its successors and permitted assigns, and the Ministry may, upon notice to the Contractor, assign any or all of its rights or obligations under the Contract to any third party.

GC 80.00 GOVERNING LAW

GC 80.01 The Contract shall be governed, construed, and interpreted in accordance with the laws of the Province of British Columbia.

GC 80.02 The Contractor hereby irrevocably attorns itself to the exclusive jurisdiction of the courts of the Province of British Columbia in all matters related to the Contract.

GC 81.00 JOINT AND SEVERAL LIABILITY RE JOINT VENTURES

GC 81.01 If the Contractor is a joint venture, each venturer within the joint venture shall be jointly and severally liable for the representations, warranties, debts and obligations of the joint venture made, given or incurred under, pursuant to, or as a result of or arising from the Contract, notwithstanding the nature of the legal relationship between the venturers.

GC 82.00 LIMITATIONS FOR CLAIMS

GC 82.01 The Contractor's right to commence any legal proceedings or any action against the Ministry

for any matter arising directly or indirectly out of the performance or non-performance of the Contractor's or Ministry's obligations under the Contract, shall be absolutely barred upon the expiration of eighteen (18) months after the Actual Completion Date.

GC 82.02 The Contractor shall not assert any claim, file or commence any legal proceeding or any action of any kind whatsoever, in contract or in tort, or seek any other recourse against the Ministry's officers, employees or agents for any matter whatsoever in connection with the Contract.

IN WITNESS WHEREOF duly authorized representatives of the Minister of Transportation and Infrastructure, on behalf of Her Majesty the Queen in Right of the Province of British Columbia, and of the Contractor have hereunto set their hands on the dates set out below:

Project Number: 23281-0000 Contract ID Number: 23281MJ0000

Project Description: Asphalt Resurfacing Hwy 5 Coquihalla Phase 2, Helmer Median Cross Over to Meadow Creek (39.4 Lane Km)

Date of Contract: January 30, 2012

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative of the Minister of Transportation and Infrastructure, this

10th day of February, 2012.



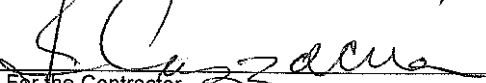
For the Minister of Transportation and Infrastructure

Liz Seward
(Print Name and Title)

Manager, Financial Services
and Provincial Contracts

SIGNED on behalf of the Contractor by a duly authorized representative, this

9th day of FEBRUARY, 2012.



For the Contractor

JOE CUZZOCREA, PRESIDENT
(Print Name and Title)

Peter's Bros. Construction Ltd.
(Name of Contractor)

716 Okanagan Avenue East
Penticton, BC V2A 3K6

(Address)

(250) 492-2626

(Telephone)

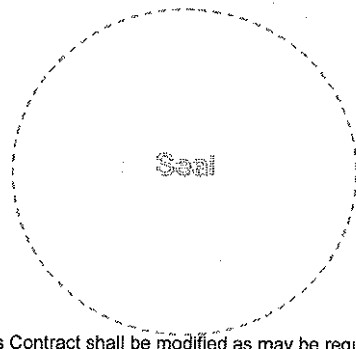
(250) 493-4464

(Fax)

Witness for the Contractor

(Print Name and Title)

Have witnessed above or affix Corporate Seal below (as applicable)



[In the event that the Contractor is not a corporation or limited company, then the signature part of this Contract shall be modified as may be required to reflect the appropriate signature format for the Contract for an individual, partnership, joint venture, or other entity as the case may be.]

MAJOR WORKS GENERAL CONDITIONS

INDEX BY ARTICLE

Entries indexed may be found within GC ##

ALL CAPITAL entries indicate Article headers
Leading Capitals entries indicate defined terms (see the "Glossary of Terms")
lower case entries indicate some other terms that are used

A

| | |
|------------------------------------|------------------------|
| Abnormal..... | 44 |
| acceptance..... | 52, 53, 77 |
| access..... | 20, 42, 53 |
| Actual Completion Date..... | 12, 33, 36, 53, 64, 82 |
| Addenda..... | 77 |
| Addendum..... | 70 |
| ADDRESS FOR NOTICES..... | 72 |
| affiliated..... | 49 |
| All Found Equipment..... | 49, 50, 59, 66 |
| AMENDMENTS..... | 71 |
| ANNOUNCEMENTS..... | 68 |
| APPEAL..... | 60 |
| Appendix..... | 70 |
| Appropriation..... | 57 |
| APPROPRIATION..... | 57 |
| approval..... | 2, 16, 35, 77 |
| Approximate Quantities..... | 39, 46, 52 |
| Approximate Quantity..... | 39 |
| arbitration..... | 9, 59, 60, 61 |
| ARBITRATION..... | 61 |
| arbitrator..... | 9, 61 |
| ASSIGNMENT AND SUBCONTRACTING..... | 8 |
| AUDIT..... | 66 |
| Award..... | 19, 26, 39 |
| Award Date..... | 4 |

B

| | |
|---|-------------------|
| Bankruptcy and Insolvency Act..... | 62 |
| Bare Equipment Rates..... | 50 |
| board and lodging..... | 50 |
| Bonds..... | 4, 12, 13, 16, 44 |
| bonds – Subcontractor or Supplier..... | 10 |
| BONDS AND INSURANCE..... | 12 |
| British Columbia International Commercial Arbitration Centre 9, 61 | |
| Business Corporations Act..... | 2, 49 |

C

| | |
|----------------------|----|
| CHANGE IN TAXES..... | 43 |
|----------------------|----|

| | |
|--|--|
| CHANGE OF COMPLETION DATE..... | 45 |
| Change to Work..... | 10, 13, 20, 29, 38, 44, 45, 46 |
| Changed Condition..... | 41, 44 |
| CHANGED CONDITIONS..... | 41 |
| CHANGES IN QUANTITIES FOR UNIT PRICE ITEMS..... | 39 |
| CHANGES TO WORK..... | 38 |
| Claim..... | 59 |
| Closing Time..... | 42 |
| COMMENCEMENT OF THE WORK..... | 16 |
| compensation.... | 10, 19, 30, 31, 37, 38, 39, 42, 49, 50, 51, 59, 63 |
| COMPENSATION FOR REIMBURSABLE DELAY..... | 50 |
| Completion Certificate..... | 34, 35, 55, 56, 59 |
| Completion Date..... | 16, 33, 34, 36, 38, 43, 44, 45 |
| COMPLIANCE WITH THE TIME SCHEDULE..... | 33 |
| Conditional Item..... | 32, 39, 40, 46, 48 |
| CONDITIONAL ITEMS..... | 48 |
| CONDITIONS OF EQUIPMENT..... | 11 |
| CONFIDENTIALITY..... | 67 |
| CONSEQUENTIAL LOSSES..... | 51 |
| consideration..... | 29, 30, 33, 38, 46 |
| Construction Schedule..... | 16, 19, 50 |
| Contaminants..... | 24, 35 |
| CONTAMINANTS..... | 24 |
| Contract Document Package..... | 3 |
| Contract Price..... | 19, 34, 43, 46 |
| Contractor Manager..... | 6, 49, 59 |
| Contractor Representative..... | 6, 49, 58 |
| CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS..... | 2 |
| CO-OPERATION OF THE CONTRACTOR..... | 22 |

D

| | |
|--|------------|
| damages..... | 29, 33 |
| DEFAULT..... | 62 |
| deficiencies..... | 28, 34, 35 |
| demobilization..... | 49, 63 |
| Deputy Minister..... | 59, 60, 61 |
| Design..... | 18 |
| Designated Subcontractor..... | 10 |
| DESIGNATED SUBCONTRACTOR(S) AND DESIGNATED SUPPLIER(S)..... | 10 |
| Designated Supplier..... | 10 |
| DISPUTE RESOLUTION..... | 58 |
| Disturbed Feature..... | 26, 30 |
| Drawings..... | 23, 28, 77 |
| DUTY TO MITIGATE..... | 74 |

E

| | |
|--|------------------------------------|
| Electrical Maintenance Standards | 26, 30, 77 |
| ELIMINATED ITEM | 40 |
| Emergency Work | 27 |
| EMERGENCY WORK | 27 |
| EMPLOYEES OF THE CONTRACTOR | 6 |
| Engineer of Record and Field Review Guidelines | 18 |
| ENTIRE CONTRACT | 70 |
| Environmental Window | 16, 42 |
| equipment | 8, 11, 27, 35, 42, 49, 50, 59, 66 |
| Equipment | 49 |
| Equipment Rental Rate | 49 |
| Equipment Rental Rates | 59 |
| Equipment Rental Rates (Less Operator) | 59 |
| ERRORS OR OMISSIONS | 19 |
| Event of Default | 44, 62 |
| Extension of Time | 10, 19, 24, 30, 38, 42, 44, 45, 50 |
| EXTENSION OF TIME | 44 |
| Extra Work | 49, 52 |

F

| | |
|--|--------------------|
| FINAL HOLDBACK RELEASE | 56 |
| FINAL PROGRESS PAYMENT | 53 |
| Financial Administration Act | 46, 57 |
| fixed expenses | 39, 63 |
| float | 44 |
| food and lodging | 49 |
| FORCE ACCOUNT | 49 |
| Force Account Basis | 20, 38, 40, 49, 52 |
| Formal Claim | 58, 59, 60, 66 |
| FORMAL CLAIM | 59 |
| Freedom of Information and Protection of Privacy Act | 67 |
| FURTHER ASSURANCES | 73 |

G

| | |
|-----------------------------------|-------|
| General Conditions | 77 |
| General Reference Documents | 3 |
| geotechnical | 3 |
| Glossary of Terms | 1, 77 |
| GLOSSARY OF TERMS | 1 |
| GOVERNING LAW | 80 |

H

| | |
|-----------------------|----------------|
| hired equipment | 8, 9, 11, 50 |
| Holdback | 52, 54, 55, 56 |
| HOLDBACK | 54 |
| Holiday | 50, 77 |
| HST | 46, 49, 54 |

I

| | |
|--|----------------------------|
| indemnify | 14 |
| indemnity | 4 |
| INDEMNITY | 14 |
| INFORMATION PROVIDED BY THE MINISTRY | 3 |
| INSPECTION OF THE WORK | 20 |
| INTERIM HOLDBACK RELEASE | 55 |
| INTERPRETATION | 77 |
| Item | 38, 39, 40, 46, 49, 52, 53 |

J

| | |
|---------------------|------------------|
| joint venture | 2, 7, 49, 81, 83 |
|---------------------|------------------|

L

| | |
|---|---------------------------|
| labour | 7, 27, 42, 44, 49, 50, 59 |
| labour and material payment bond | 10 |
| LEGAL RELATIONSHIP AND PRIME CONTRACTOR | 7 |
| Letter of Assurance | 35 |
| Letter of Substantial Completion | 34, 55 |
| LIMITATIONS FOR CLAIMS | 82 |
| Lump Sum Item | 38, 46, 52 |
| Lump Sum Price | 38, 46 |

M

| | |
|---|---|
| MAINTENANCE OF WORK DURING CONSTRUCTION | 26 |
| Maintenance Specifications | 26, 30, 35, 77 |
| Major Item | 39 |
| materials | 8, 21, 29, 35, 36, 40, 42, 43, 49, 50, 59 |
| Milestone Date | 16, 33, 38, 44, 45 |
| MINISTRY APPOINTMENTS | 5 |
| Ministry Manager | 5, 59, 60, 62 |
| mobilization | 49 |

N

| | |
|---|--|
| Notice | 15, 19, 24, 33, 36, 37, 38, 39, 41, 44, 50, 53, 58, 59, 62, 63 |
| NOTICE OF LIABILITY AND PROPERTY INSURANCE CLAIMS | 15 |
| Notice Period | 37 |
| NOTICES | 37 |

O

| | |
|----------------|----|
| overtime | 49 |
|----------------|----|

P

| | |
|-------------------|--------------|
| partnership | 2, 7, 49, 83 |
|-------------------|--------------|

| | |
|---|------------------------|
| Partnership Act | 2 |
| PAYMENT | 46 |
| performance bond | 10 |
| preparatory work | 49 |
| prime contractor | 7 |
| PRIME CONTRACTOR | 7 |
| profit | 49 |
| progress estimate | 39, 43, 52, 53 |
| PROGRESS PAYMENTS | 52 |
| Project | 42, 50, 59, 63, 64, 67 |
| PROSECUTION OF THE WORK | 17 |
| PROTECTION OF SITE AND WORK DURING CONSTRUCTION | 25 |
| PROVINCIAL PROPERTY | 69 |
| PROVISIONAL SUM AND CONDITIONAL ITEMS | 32 |
| Provisional Sum Item | 32, 40, 46, 47, 52 |
| PROVISIONAL SUM ITEMS | 47 |
| purchase order | 8, 9 |

R

| | |
|--|------------------------|
| RECORDS | 64 |
| Reduction of Time | 38, 40, 45 |
| Referee | 58, 59 |
| Referee Services Agreement | 58 |
| Reimbursable Delay | 10, 24, 38, 42, 44, 50 |
| REIMBURSABLE DELAY | 42 |
| REPORTS | 65 |
| Resume Work Order | 29, 31, 42 |
| RESUME WORK ORDERS AND COMPENSATION | 31 |
| road and bridge maintenance contractor | 26, 35 |

S

| | |
|--|--|
| Sales Tax | 43 |
| SAMPLES AND TESTING | 21 |
| Schedule 1 | 1 |
| Schedule 2 | 12, 16 |
| Schedule 3 | 77 |
| Schedule 4 | 77 |
| Schedule 5 | 33, 58, 59 |
| Schedule 6 | 12, 13 |
| Schedule 7 | 39, 46, 52 |
| Schedule 8 | 77 |
| SEASONAL SHUT-DOWN | 30 |
| set-off | 46 |
| Site | 6, 8, 10, 11, 16, 20, 22, 24, 25, 29, 30, 35, 42, 44, 49, 50 |
| Special Provisions | 17, 23, 28, 36, 42, 77 |
| Specific Reference Documents | 3 |
| STANDARD OF WORK | 18 |
| Standard Specification 13S – Site Safety | 7 |
| Standard Specifications | 18, 28, 35, 53, 55, 56, 77 |
| standby | 59 |
| State of Suspension | 26, 29, 30 |
| statutory declaration | 53, 55, 56 |
| Stop Work Order | 10, 13, 20, 26, 29, 30, 31 |
| STOP WORK ORDER | 29 |

| | |
|---|--|
| Subcontract | 8, 9, 10, 49 |
| Subcontractor | 8, 10, 35, 49, 59 |
| SUBCONTRACTOR AND SUPPLIER DISPUTES | 9 |
| Substantial Completion | 25, 34, 36 |
| SUBSTANTIAL COMPLETION | 34 |
| SUCCESSORS AND ASSIGNS | 79 |
| Supplemental Agreement ... | 13, 36, 38, 41, 46, 58, 59, 60, 71, 77 |
| Supplemental General Conditions | 1, 33, 58, 70, 77 |
| Supplier | 10 |
| Surety | 12, 13, 44, 45, 62 |
| survey | 3 |
| SURVIVAL OF TERMS | 78 |

T

| | |
|--|---------------------------|
| Tender | 39, 62 |
| Tender Price | 8, 33, 39, 49 |
| Term | 2, 4, 14, 67 |
| TERM | 4 |
| termination | 4, 12, 33, 36, 63, 69, 78 |
| TERMINATION FOR REASONS OTHER THAN DEFAULT | 63 |
| THIRD PARTY CONSENTS TO CHANGES | 13 |
| TIME | 76 |
| TOTAL COMPLETION | 35 |
| traffic | 16, 30 |
| trucks | 11 |

U

| | |
|--------------------------|----------------|
| Unacceptable Work | 20, 29, 30, 46 |
| Unauthorized Work | 20, 29, 46 |
| Unit Price | 38, 39, 46, 52 |
| Unit Price Item | 39, 46, 52 |
| UTILITIES | 23 |
| Utility Relocation | 23, 42 |

V

| | |
|----------------------------------|----|
| value engineering proposal | 18 |
|----------------------------------|----|

W

| | |
|-----------------------------------|--------------------------------|
| WAIVER | 75 |
| WARRANTY | 36 |
| weather | 30, 42, 44 |
| Weights and Measures Act | 77 |
| winter maintenance | 26, 30 |
| Work Order | 13, 17, 28, 38, 40, 42, 46, 47 |
| WORK ORDERS | 28 |
| Workers Compensation Act | 7 |
| Workers' Compensation Board | 55, 56 |
| Written Protest | 58 |

SCHEDULE 1

**SUPPLEMENTAL GENERAL
CONDITIONS
&
GLOSSARY OF TERMS**

**MAJOR WORKS
SUPPLEMENTAL GENERAL CONDITIONS**

**PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)**

The General Conditions set out in the Contract Document Package, form an integral part of these Supplemental General Conditions and are incorporated herein. Where any condition or provision set out within the General Conditions conflicts with any of the conditions and provisions set out within these Supplemental General Conditions, the condition or provision set out in these Supplemental General Conditions shall govern.

A capitalized term when used herein shall have the meaning set out in the Glossary of Terms.

SGC 1 Inclement Weather

GC 44.01(c)(iv) is amended to read:

- "(iv) any other event beyond the control of the Contractor, including, only where specifically laid out in the Special Provisions, inclement weather."

GLOSSARY OF TERMS

1. Application

Unless otherwise expressly set out, this Glossary of Terms is incorporated into and forms a part of the Contract, the Tender Document Package, and the Contract Document Package, including without limitation, for purposes of greater certainty, the Conditions of Tender, the General Conditions, and the Schedules.

2. Cross References Abbreviations and Inclusions

To facilitate the cross referencing among the components of the Contract Document Package, unless the context by implication otherwise requires, the following is used: a reference to XX#.# means to article, section, subsection, or paragraph #.# of document XX, where "XX" refers to the following, as the case may be:

CT means Conditions of Tender;

DBSS means Design Build Standard Specifications;

GC means General Conditions;

SCT means Invitation to Tender – Supplemental Conditions of Tender;

SGC means Supplemental General Conditions;

SP means Special Provisions; and

SS means Standard Specifications for Highway Construction.

A reference to a higher level clause includes a reference to any subclauses (e.g. XX#.00 includes XX#.01, XX#.02 etc.; XX#.01 includes XX#.01(a), XX#.01(b)(i), etc.).

In this Glossary of Terms, a reference to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefore or in replacement thereof.

Any information, including statutes and regulations, that may be found by accessing the URL's or Web sites set out in the Contract, the Tender Document Package, and the Contract Document Package, including without limitation, for purposes of greater certainty, this Glossary of Terms, the Conditions of Tender, the General Conditions, and the Schedules, are not the official versions and may not be accurate, complete, current or reliable.

3. Definitions

In the Contract, the Tender Document Package, and the Contract Document Package, including without limitation, for purposes of greater certainty, the Conditions of Tender, the General Conditions, and the Schedules, unless the context otherwise requires including by express definition within any such documents, the following terms shall have the following definitions.

Abnormal means timing of road restrictions, extent of stream flow, or weather which, in any two (2) week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data covering the twenty (20) year period immediately preceding the Award as available from,

- (a) with respect to road restrictions, the Ministry,
- (b) with respect to stream flow, the Ministry of Environment, and
- (c) with respect to weather, Environment Canada;

Actual Completion Date means the date specified in the Completion Certificate;

Addenda means the documents described in CT4 and CT5 and includes the documents entitled and designated "Amendments" that may be issued through the BC Bid eService, and "**Addendum**" means any one of such documents;

Administrative Contact Office means the Office designated as such in the Invitation to Tender - Supplemental Conditions of Tender;

All Found Equipment Rates means the applicable Equipment Rental Rates including operator and all associated costs for All Found Equipment;

All Found Equipment means any equipment hired on a time basis inclusive of operator, unless such equipment is hired through a Subcontract, approved in advance, by the Ministry;

Appendix or Appendices means any appendix(ces) or supplement(s) to a Schedule of the Contract;

Appropriation means the same as in the *Financial Administration Act*;

Approximate Quantity(ies) means the Ministry's estimate as at Closing Time of the quantity of a Unit Price Item necessary for the Work, as specified in the applicable "Approx. Quantity" column of Schedule 7 - Approximate Quantities and Unit Prices;

Authorized Venturer means with respect to a Bidder which is a joint venture, the venturer that is appointed as the Authorized Venturer for that joint venture under the Joint Venture Confirmation Agreement which forms part of that joint venture's Tender.

Authorized Representative for any Bidder, Contractor, Authorized Venturer, venturer or company means the person or persons having the legal authority and agency to legally bind the Bidder, Contractor, Authorized Venturer, venturer, or company;

Award means the written notice to the Bidder from the Ministry, in the form of an award letter accepting the Bidder's Tender;

Award Date means the date of the Award;

Bankruptcy and Insolvency Act means the *Bankruptcy and Insolvency Act*, [R.S.C. 1985] c. B-3;

Bare Equipment Rates means the applicable Equipment Rental Rates (Less Operator) multiplied by thirty-five percent (35%);

BC Bid eService means the electronic procurement system defined in the BC Bid Terms and Conditions as the "Service";

BC Bid eService Delivery Method means the electronic delivery of a Tender, save and except for the accompanying Bid Security, using the BC Bid eService;

BC Bid Terms and Conditions means the Terms and Conditions set out in the BC Bid "e-Bidding Registration and Change of Information Form" and the BC Bid Service Terms and Conditions, as those terms and conditions may be amended, from time to time;

BC Bid Website means the website maintained by BC Bid at www.bcbid.gov.bc.ca or any replacement for that website maintained by BC Bid;

Bid Bond means a bond described in the Schedule entitled "Tender Securities" set out in the Tender Document Package in accordance with the Conditions of Tender;

Bidder means an entity of one of the following types which submits a Tender to the Ministry:

- (a) a corporation as defined in the Business Corporations Act;
- (b) a partnership as defined in the Partnership Act, including, whether formed inside or outside British Columbia, a general partnership, limited partnership, or limited liability partnership;

- (c) an individual, whether in his or her own name or doing business in the name of his or her proprietorship;
- (d) any other type of entity having the legal capacity to enter into the Contract contained in the Tender Document Package; and,
- (e) a joint venture, subject to each of the venturers in the joint venture being one of the types of entities described in (a) to (d) of the foregoing part of this definition.

Bid Security(ies) means a Bid Bond or other security to be delivered by the Bidder as described in the Conditions of Tender and in the Schedule entitled "Tender Securities" as set out in the Tender Document Package;

Bonds means the Performance Bond and the Labour and Material Payment Bond for the Work;

Business Corporations Act means the *Business Corporations Act*, [S.B.C. 2002], c. 57;

Changed Conditions means surficial or subsurface conditions at the Site materially different from those indicated in the Tender Document Package at the Closing Time of Tender which were

- (a) not foreseen by the Contractor, and
- (b) which would not be reasonably foreseeable by a reasonably experienced contractor which had, prior to submitting the Tender, conducted a thorough investigation and inspection of the Site and reviewed all information in the Tender Document Package, General Reference Documents and Specific Reference Documents,

but does not include any change in quantities or any change to the surficial or subsurface conditions caused by the weather, excepting Abnormal weather, or any natural event;

Change to Work means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, methods, drawings, substantial changes in geotechnical, subsurface, surface or other conditions, changes in the character of the Work to be done or material of the Work or part thereof, within the intended scope of the Contract;

Closing Date means the date specified in SCT2.2 of the Invitation to Tender – Supplemental Conditions of Tender, and designated as the "Close Date" on the BC Bid eService and the BC Bid Website, as such date may be extended from time to time and at any time, by the Ministry in its sole discretion;

Closing Location means the location specified in the Invitation to Tender - Supplemental Conditions of Tender as the only acceptable location for delivery of,

- (a) Tenders, including for greater certainty, revisions, and any notice of withdrawal, that are delivered using the Hard Copy Delivery Method, or
- (b) the Bid Security required as part of any Tender delivered using the BC Bid eService Delivery Method;

Closing Time means the time, on the Closing Date, specified in SCT2.2 of the Invitation to Tender - Supplemental Conditions of Tender, and designated as the "Close Time" on the BC Bid eService and the BC Bid Website, on and after which no Tender or revision will be accepted, as such time may be extended from time to time and at any time, by the Ministry in its sole discretion;

Commencement Date is the date on which the Contractor commences the Work pursuant to the Contract, which, for Operational Services Contracts, is the "from" date specified in Operational Services Clause 2;

Completion Certificate means a written certificate issued by the Ministry in the form and subject to the conditions stipulated in the Contract;

Completion Date means the date specified in Schedule 5 – Time Schedule for the completion of the Work as may be extended from time to time in accordance with the Contract;

Conditional Item means an Item in the description column of Schedule 7 – Approximate Quantities and Unit Prices with the notation “Conditional Item” for Work that requires approval from the Ministry Representative;

Conditions of Tender means the document of the same name, and includes any and all Addenda, and the Invitation to Tender - Supplemental Conditions of Tender, as set out in the Tender Document Package, and specifying the terms and conditions of the Tender Call;

Construction in relation to a Design Build Minor Project, means all things necessary to complete the Work, including any and all rehabilitation work, but does not include Design;

Construction Schedule means the time schedule provided by the Contractor in accordance with the terms of the Contract and includes any amendments thereto accepted by the Ministry;

Contact Person means the person designated as such in the Invitation to Tender - Supplemental Conditions of Tender;

Contaminants means any materials, substances or special (hazardous) wastes, the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release into the environment of which is now or hereafter prohibited, controlled, or regulated under the Environmental Management Act, [S.B.C. 2003, c. 53] and the Contaminated Sites Regulations Reg. 375/96;

Contract means,

- (a) in regard to the Tender Document Package, the specimen contract to be entered into by the Ministry and by the Bidder who is given the Award to perform the Work, including for greater certainty, the General Conditions or the Operational Services Terms & Conditions, the Special Provisions, all Schedules and Appendices listed in the “Order of Contents” of the Contract, and all Addenda, as at the Closing Time; and
- (b) in regard to the Contract Document Package, the contract executed on behalf of the Ministry and the Contractor, including for greater certainty, the General Conditions or the Operational Services Terms & Conditions, the Special Provisions, all Schedules, Appendices and Addenda listed in the “Order of Contents” of the Contract, all as may be amended in accordance with the Contract;

Contract Document Package means the document package of the same name, containing amongst other things the Contract, the Drawings, all Schedules and other information as set out in the “Order of Contents” of the Contract, together with any and all Addenda issued prior to Closing Time;

Contract Price means the Tender Price of the successful Bidder, as specified in the Contract, as it may be adjusted from time to time pursuant to the Contract, and for greater certainty does not include HST;

Contractor means the Bidder, if any, with whom the Ministry executes the Contract for the performance of the Work;

Contract Security(ies) means the Performance Bond and Labour and Materials Payment Bond or such other securities required of the Contractor as specified in the Contract;

Contractor Manager means the person, designated by the Contractor, having the authority specified in Major Works GC 6.02(a) or Design Build Minor GC 6.02(a);

Contractor Representative means the person, designated by the Contractor, having the authority specified in Major Works GC 6.02(b) or Design Build Minor GC 6.02(b);

Daily Site Occupancy Cost means the daily dollar value specified by the Ministry for Site Occupancy in the column entitled “Unit Price” in Part B of the Schedule of Approximate Quantities and Unit Prices;

Design means the compendium of drawings, plans, calculations, specifications and other Project Material produced by the Designer to define the Work, or a portion thereof, to be constructed;

Design Build Minor General Conditions means the General Conditions set out in the document having the title "Design Build Minor General Conditions";

Design Build Minor Project means a Project where the General Conditions contained in the Contract are the Design Build Minor General Conditions;

Design Build Standard Specifications means the Design Build Standard Specifications for Highway Construction so named and published by the Ministry and in effect on the date the Tender Call was issued unless a different version is specified in Schedule 3 – Special Provisions or any Addenda, in which case the version so specified will prevail;

Design Schedule means the time schedule delivered by the Contractor in accordance with the Contract, detailing the various components of the Design and the anticipated milestone and completion dates and includes any amendments thereto accepted in writing by the Ministry;

Designated Subcontractor means any Subcontractor with one or more Subcontracts having an aggregate value of not less than two hundred thousand dollars (\$200,000) but does not include a subcontractor who is solely providing one or more of the following professional services:

- (a) engineering,
- (b) surveying,
- (c) material testing,
- (d) geotechnical investigation,
- (e) environmental services, or
- (f) any other services which are explicitly exempted within Schedule 3 – Special Provisions

Designated Supplier means any Supplier with one or more Subcontracts or purchase agreements used in or incorporated into the Work having an aggregate value of not less than two hundred thousand dollars (\$200,000) who is not a Supplier of any of the following materials,

- (a) liquid asphalt cement products,
- (b) electrical materials,
- (c) steel other than fabrications,
- (d) expanded Styrofoam[®] or equivalent product,
- (e) granular materials,
- (f) manufactured Portland cement concrete, where delivered by the Supplier using its own trucks,
- (g) plastic, steel or concrete pipe, or
- (h) any other materials explicitly exempted within Schedule 3 – Special Provisions;

Designer means a professional engineer, or other such professional as appropriate to the task, lawfully registered to practice in the Province of British Columbia, who is responsible for any portion of the Design;

Disqualification means a decision by the Ministry to exclude a Tender, including for certainty, any and all revisions, or a revision, as the case may be, from or from continuing in the evaluation and Award process, as the case may be;

Disturbed Feature(s) means any feature, natural or man-made, whether within or outside the Site, which has been, in the opinion of the Ministry,

- (a) disturbed, damaged, destroyed, modified, replaced, or constructed by the Contractor, or
- (b) deleteriously affected by an action or inaction of the Contractor or by any Subcontractor or an element under the Contractor's control or responsibility,

including but not limited to detours, embankments, excavations, drainage ditches and systems, shoulders, signs, luminaires, traffic signals, and existing roads to and within the Site;

Drawings means the drawings as set out in the Schedule 4 – Drawings;

e-Bidding Key means a valid BC Bid electronic signature key as defined in the BC Bid eService Terms and Conditions;

Electrical Maintenance Standards means the "Performance Based Electrical Maintenance Standards," March 2007 edition as updated from time to time and, as available on the Ministry website at: http://www.th.gov.bc.ca/publications/eng_publications/electrical/elect_maint_specs.htm.

Emergency Work means work classified by the Ministry Representative as Emergency Work pursuant to Major Works GC 27.00 or Design Build Minor GC 36.00;

Engineer of Record and Field Review Guidelines means the "Engineer of Record and Field Review Guidelines" published by the Ministry of Transportation and Infrastructure in Technical Circular T-06/09, as amended or replaced by the Ministry from time to time;

Environmental Management Act means the Environmental Management Act, [S.B.C. 2003, c. 53];

Environmental Window means any period of time during the Term designated as such by the Ministry, or by any competent federal or provincial environmental government authority, branch or agency whose jurisdiction or authority may be applicable to the Contract;

Equipment Rental Rates means the applicable rates, including All Found Equipment Rental Rates and Equipment Rental Rates (Less Operator) for equipment rental established in accordance with the "Equipment Rental Rate Guide" published and distributed by the B.C. Road Builders and Heavy Construction Association in effect at the time the applicable Work is performed, and any rate premiums specified in Schedule 3 – Special Provisions; or where the rates are not set out within the Equipment Rental Rate Guide, then through negotiation between the Ministry and the Contractor prior to use of the equipment on the Project;

Equipment Rental Rates (Less Operator) means the applicable Equipment Rental Rates for equipment provided without operators;

Event of Default means an event described as such in Major Works GC 62.01 or Design Build Minor GC 62.01;

Extended Amount means the amount in the "Extended Amount" column of the Schedule 7 – Approximate Quantities and Unit Prices being,

- (a) the product of the Unit Price for a Unit Price Item multiplied by the Approximate Quantity of that Item,
- (b) the Lump Sum Price for a Lump Sum Item,
- (c) the sum for the Provisional Sum Item as the context so requires and as calculated by the Ministry, or
- (d) the product of the Tendered Site Occupancy Days multiplied by the Daily Site Occupancy Cost set out in Part B of the Schedule of Approximate Quantities and Unit Prices;

Extension of Time means an extension of time to complete the Work, pursuant to Major Works GC 44.00 or Design Build Minor GC 48.00;

Extra Work means any additional work, beyond the scope of the Work, which is authorized by the execution of a Work Order or a Supplemental Agreement;

Financial Administration Act means the *Financial Administration Act*, [R.S.B.C. 1996] c. 138;

Force Account Basis means the method of payment to the Contractor for the performance of the Work in the absence of any other stipulated or negotiated method of payment, as described in Major Works GC 49.00, Minor Works GC 21.00, or Design Build Minor GC 51.00;

Force Account Rate means the rate calculated on a Force Account Basis, to be applied to the Work performed pursuant to Major Works GC 49.00, Minor Works GC 21.00, or Design Build Minor GC 51.00 for which payment is on a Force Account Basis;

Formal Claim means a claim filed by the Contractor pursuant to Major Works GC 59.00 or Design Build Minor GC 59.00;

Freedom of Information and Protection of Privacy Act means the *Freedom of Information and Protection of Privacy Act*, [R.S.B.C. 1996] c. 165;

General Conditions means,

- (a) in regard to the Tender Document Package, the terms and conditions of the Contract set out in the document having any one of the following titles: "Major Works General Conditions", "Minor Works General Conditions", or "Design Build Minor General Conditions", that is set out in the Tender Document Package as the applicable General Conditions for the Contract, and
- (b) in regard to the Contract Document Package, the terms and conditions set out in the document having any one of the following titles: "Major Works General Conditions", "Minor Works General Conditions", or "Design Build Minor General Conditions", that is set out in the Contract executed on behalf of the Ministry and the Contractor;

General Reference Documents means the following standard documents, as amended or replaced by the Ministry from time to time, which may relate to this and other Ministry contracts, and which, unless otherwise indicated, may be obtained from the Ministry of Labour and Citizens' Services, Queen's Printer, Publications Index at the address shown on <http://www.publications.gov.bc.ca> and which are available for viewing upon request at the Ministry's Regional offices (Internet addresses are provided for convenience only, and may not be current or provide access to the specific document applicable to the Contract):

- (a) Standard Specifications (edition as specified in the Contract)
http://www.th.gov.bc.ca/Publications/const_maint/contract_serv/standardspecs.htm
- (b) Traffic Control Manual for Work on Roadways
http://www.th.gov.bc.ca/publications/eng_publications/TCM/Traffic_Control_Manual.htm
- (c) Maintenance Specifications
http://www.th.gov.bc.ca/BCHighways/contracts/maintenance/Schedule_21_Maintenance_Specifications.pdf,
- (d) Manual of Standard Traffic Signs and Pavement Markings (September 2000)
http://www.th.gov.bc.ca/publications/eng_publications/electrical/MoST_PM.pdf,
- (e) Traffic Management Guidelines for Work on Roadways (September 2001)
http://www.th.gov.bc.ca/publications/eng_publications/geomet/traffic_mgmt_guidelines.htm
- (f) Manual of Control of Erosion and Shallow Slope Movement (August 1997)
http://www.th.gov.bc.ca/publications/eng_publications/environment/references/Manual_Erosion_Control_Shallow_Slope_Movmnt.pdf
- (g) Ministry of Transportation and Infrastructure Recognized Products List (current version)
http://www.th.gov.bc.ca/publications/eng_publications/geotech/rpl.htm,

- (h) Manual of Test Procedures for Paving Material and Mixes (1993),
- (i) Equipment Rental Rate Guide (current edition, available only from the B.C. Road Builders and Heavy Construction Association), and
- (j) Performance Based Electrical Maintenance Standards (March 2007)
http://www.th.gov.bc.ca/publications/eng_publications/electrical/elect_maint_specs.htm;

Hard Copy Delivery Method means in regard the delivery of a Tender, the delivery of a Tender to the Closing Location by hand or courier, and in regard to the delivery of a notice of withdrawal, or a revision, the delivery of a revision or a notice of withdrawal to the Closing Location by hand, courier or by facsimile transmission;

Holdback means any or all sums retained by the Ministry from any progress payment pursuant to Major Works GC 54.01, Design Build Minor GC 54.01, or Operational Services clause 8(b);

Holiday has the meaning as set out in the Interpretation Act;

HST means the Harmonized Sales Tax imposed under the Excise Tax Act (R.S., 1985 c. E-15);

Insurance Specifications means the insurance specifications attached to the Contract in the Schedule 6 – Insurance;

Interpretation Act means the Interpretation Act, [R.S.B.C. 1996] c. 238;

Item means an item of the Work having both a separate identifier in the "Item #" column and an entry in the 'Unit of Measure' column, in Schedule 7 – Approximate Quantities and Unit Prices;

Invitation to Tender - Supplemental Conditions of Tender means the document entitled "Invitation to Tender Supplemental Conditions of Tender" as set out in the Tender Document Package and forming a part of the Conditions of Tender;

Joint Venture Confirmation Agreement means the joint venture confirmation agreement in the form set out in the Tender Document Package that a Bidder which is a joint venture is required to deliver to the Ministry as part of its Tender.

Labour and Materials Payment Bond means the labour and materials payment bond required of the Contractor pursuant to the terms and conditions of the Contract and in the form set out in Schedule 2 – Contract Securities;

Letter of Substantial Completion means a letter issued to the Contractor by the Ministry acknowledging the occurrence of Substantial Completion for the Work, as described in Major Works GC 34.00 or Design Build Minor GC 41.00;

Limits of Construction means the geographic limits of the Project, as described in Schedule 3 – Special Provisions or the Drawings, or both as the case may be;

Lump Sum Item means an Item identified in Schedule 7 - Approximate Quantities and Unit Prices by the notation "L.S." in the column entitled "Unit of Measure";

Lump Sum Price means the amount to be paid by the Ministry to the Contractor for the satisfactory completion of a Lump Sum Item;

Maintenance Specifications means the "2003 – 2004 Highway Maintenance Contracts Maintenance Specifications (February 2003)" published by the Ministry as amended or replaced by the Ministry from time to time by written notice to the Contractor;

Major Item means an item that,

- (a) is not a Provisional Sum Item, and
- (b) is an Item with a total cost exceeding \$20,000 determined by multiplying the Unit Price for the Item by the greater of either the final quantity measured by the Ministry Representative or the estimated quantity in Schedule 7 – Approximate Quantities and Unit Prices;

Major Works General Conditions means the General Conditions set out in the document having the title “Major Works General Conditions”;

Milestone Date means any one date, as specified in Schedule 5 – Time Schedule, for completion of the specific portion of the Work that corresponds to that date and that is generally described in such Schedule and more specifically described in Schedule 3 – Special Provisions;

Ministry means Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, and includes without limitation, the Minister of Transportation and Infrastructure and the officers, agents, and employees of the Ministry of Transportation and Infrastructure;

Ministry Manager means the person designated as such by the Ministry;

Ministry Representative means the person designated as such by the Ministry;

Ministry Website means the website maintained by the Province of British Columbia at www.gov.bc.ca/tran;

Minor Works General Conditions means the General Conditions set out in the document having the title “Minor Works General Conditions”;

Notice means notification in writing by one party to the Contract to the other party to the Contract, to make the second party aware that an event or circumstances have, or are anticipated to give rise to, cost or time impacts to the other party;

Notice Date means the date on which the Notice was received by the second party;

Notice Period means the time period specified in the Contract, for the appropriate circumstances, within which an aggrieved party to the Contract must provide Notice to the other party to the Contract;

Operational Services Terms and Conditions means the “Terms and Conditions” set out in the Ministry document H0031 entitled “Operational Services Contract”;

Opportunity means the Tender Call, the Work and the Contract;

Partnership Act means the *Partnership Act*, R.S.B.C. 1996, c. 348;

Performance Bond means the performance bond required of the Contractor pursuant to the Contract and in the form set out in Schedule 2 – Contract Securities;

Planholder means a person who has purchased a Tender Document Package before Closing Time;

Project Manager means the person designated as such in writing by the Ministry;

Project Material means any findings, data, specifications, drawings, working papers, reports, documents and other material, whether complete or otherwise, that have been produced, received or acquired by the Contractor, or provided by or on behalf of the Ministry to the Contractor as a result of the Contract;

Project Schedule, means the first overall project time schedule, including the Design Schedule, if any, and the Construction Schedule, provided by the Contractor in accordance with the Contract and includes any amendments thereto accepted by the Ministry;

Project means the project being undertaken by the Ministry for which the Work is required;

Provisional Sum Item means an Item identified in Schedule 7 – Approximate Quantities and Unit Prices by the notation "P.S." in the column entitled "Unit of Measure", for Work or Extra Work that requires approval and further specification from the Ministry Representative;

Quality Assurance means the planned and systematic activities implemented in the quality system to provide adequate confidence that an entity will fulfill the requirements for quality;

Quality Control means operational techniques and activities that are used to fulfill requirements for quality;

Quality Management Plan means the plan of the same name as described in the Contract;

Quality Manager means the Contractor's Quality Manager appointed in accordance with the Contract;

Reduction of Time means a reduction of time to complete the Work, pursuant to Major Works GC 45.00;

Reimbursable Delay has the meaning ascribed to it in Major Works GC 42.00 or Design Build Minor GC 46.00;

Resume Work Order means a Work Order issued by the Ministry to the Contractor, requiring the Contractor to resume Work, in whole or in part as described in the Work Order, on the Project;

Sales Tax means any applicable federal or British Columbia tax arising from the provision or sale of either goods or services, or both, and for greater certainty, HST is not an applicable sales tax;

Schedule means any schedule which forms a schedule to:

- (a) the Tender, including without limitation,
 - (i) Schedule T1 – Conditions of Tender,
 - (ii) Schedule T2 – Tender Securities, and
 - (iii) Schedule T3 – Specific Reference Documents,
- (b) the Contract, including without limitation,
 - (i) Schedule 1 – Supplemental General Conditions / Glossary of Terms,
 - (ii) Schedule 2 – Contract Securities,
 - (iii) Schedule 3 – Special Provisions,
 - (iv) Schedule 4 – Drawings,
 - (v) Schedule 5 – Time Schedule,
 - (vi) Schedule 6 – Insurance,
 - (vii) Schedule 7 – Approximate Quantities and Unit Prices, and
 - (viii) Schedule 8 – Contract Addenda;

Schedule of Approximate Quantities and Unit Prices means,

- (a) in regard to the Tender Call,
 - (i) under the BC Bid eService Delivery Method, that part of the Tender Envelope, that is entitled "Schedule of Approximate Quantities and Unit Prices", and
 - (ii) under the Hard Copy Delivery Method, the document of the same name that is set out in Schedule 7 – Approximate Quantities and Unit Prices,
- (b) in regard to the Contract, Schedule 7 – Approximate Quantities and Unit Prices;

Services in respect to an Operational Services Contract means the scope of Work described in Schedule 3 – Special Provisions;

Site means the areas:

- (a) vested as highway, as defined in the *Transportation Act*, and
 - (i) on or within the Limits of Construction, and
 - (ii) outside the Limits of Construction, where described, referenced or designated in the Traffic Management Plan, the Special Provisions, the Standard Specifications, and the Traffic Control Manual for Work on Roadways, as the case may be,
- (b) within the licenses to construct that are indicated or referenced in Drawings or the Special Provisions, and
- (c) all additional areas as may, from time to time, be designated in writing or be depicted by Drawings by the Ministry pursuant to the Contract;

Site Occupancy means the same as described in Schedule 3 – Special Provisions;

Special Provisions means the terms set out within the Schedule 3 – Special Provisions and, for greater certainty, includes the Appendices to that Schedule;

Specific Reference Documents means the documents listed in Schedule T3 – Specific Reference Documents set out in the Tender Document Package, and provided or otherwise made available by the Ministry for viewing by Bidders, containing specific information related to the Project and the Work, and which may without limitation include: as-built Drawings; geotechnical reports; borehole test logs; and geotechnical and survey information relating to the Site;

Standards means the compendium of the design requirements, specifications, and other technical reference documents set out in the Tender Document Package or the Contract Document Package, as applicable, which set out the technical requirements for the Design;

Standard Specifications means the Standard Specifications for Highway Construction so named and published by the Ministry and in effect on the date of first publication of the Tender Call for the Project unless a different version is specified in Schedule 3 – Special Provisions or any Addenda, in which case the version so specified will prevail;

State of Suspension means an extended interruption of Work, approved or directed by the Ministry, in a Stop Work Order, but does not include a suspension pursuant to Major Works GC 62.00 or Design Build Minor GC 62.00;

Stop Work Order means a Work Order issued by the Ministry to the Contractor requiring the Contractor to stop Work, in whole or in part, on the Project;

Subcontract means any contract to perform any portion of the Work to which the Ministry is not a party;

Subcontractor means any person having a Subcontract;

Substantial Completion has the meaning as described in Major Works GC 34.00 or Design Build Minor GC 41.00;

Supplemental Agreement means a written agreement entered into by the parties to the Contract for the purpose of modifying the Contract, and in the case of a Contract incorporating the Major Works General Conditions, the Minor Works General Conditions, or the Design Build Minor General Conditions, means Ministry form H0177 "Work Order/Supplemental Agreement";

Supplemental General Conditions means the document of the same name as set out in the Tender Document Package and forming a part of the General Conditions and the Contract Document Package;

Supplier means any person supplying materials that are used in or incorporated into the Work;

Surety means a bonding company acceptable to the Ministry, which undertakes the obligations of the Bid Bond or the Bonds;

Tender means the offer to perform the Work delivered by the Bidder to the Ministry in response to the Tender Call and pursuant to the requirements of the Conditions of Tender, and for greater certainty, includes the Bidder's Tender Envelope, Tender Form, Schedule of Approximate Quantities and Unit Prices, any and all revisions to the Tender,, and any other documents, including the Bid Security, delivered to the Ministry pursuant to the requirements of the Conditions of Tender;

Tender Call means the call for Tenders issued by the Ministry in connection with the Work and pursuant to the Conditions of Tender;

Tender Document Package means the document package of the same name, containing the Conditions of Tender, Invitation to Tender - Supplemental Conditions of Tender, the Specific Reference Documents, the form of Contract, including for greater certainty, the General Conditions, Special Provisions, Drawings, and all Schedules, all Addenda and other information as set out in the "Order of Contents", but excluding the General Reference Documents;

Tender Envelope means,

- (a) in regard to the BC Bid eService Delivery Method, the response form, entitled "Tender Envelope", or any such replacement amended forms entitled "Tender Envelope" submitted by the Bidder in connection with a revision in accordance with CT9, as the case may be, and
- (b) in regard to the Hard Copy Delivery Method, the envelope of the same name contained in the Tender Document Package;

Tender Form means,

- (a) in regard to the BC Bid eService Delivery Method, the 'pop-up' screen form entitled "Tender Form", or any such replacement amended forms entitled "Tender Form" submitted by the Bidder in connection with a revision in accordance with CT9, as the case may be, and
- (b) in regard to the Hard Copy Delivery Method, the form of the same name contained in the Tender Document Package;

Tender Item means a Unit Price Item or a Lump Sum Item as listed in Schedule 7 – Approximate Quantities and Unit Prices;

Tender Opening means the formal, public event conducted by or on behalf of the Ministry after Closing Time at the time and place specified in the Invitation to Tender - Supplemental Conditions of Tender, during which the unverified Total Tender Cost as stated in each Tender, and any revisions received before Closing Time shall be read out;

Tender Price means the total of all Extended Amounts, excluding HST and the Tendered Site Occupancy Cost, if any, as set out in the Schedule of Approximate Quantities and Unit Prices submitted by a Bidder as part of the Bidder's Tender, as calculated by the Ministry pursuant to the Conditions of Tender;

Tendered Site Occupancy Days means the number of days specified by the Bidder for Site Occupancy in the column entitled "Approximate Quantity" in Part B of the Schedule of Approximate Quantities and Unit Prices;

Tendered Site Occupancy Cost means the amount determined by multiplying the Tendered Site Occupancy Days by the Daily Site Occupancy Cost, as set out in the column entitled "Extended Amount" in Part B of the Schedule of Approximate Quantities and Unit Prices, as calculated by the Ministry pursuant to the Conditions of Tender;

Term means the term of the Contract as set out in Major Works GC 4.00, Minor Works GC 3.00, Design Build Minor GC 4.00, or Operational Services clause 2;

Total Tender Cost

- (a) in a Tender Call in which the Schedule of Approximate Quantities and Unit Prices does not contain a Part B for Site Occupancy, means the Tender Price (which, for greater certainty, excludes HST), and
- (b) in a Tender Call in which the Schedule of Approximate Quantities and Unit Prices does contain a Part B for Site Occupancy means the aggregate of the Tendered Site Occupancy Cost and the Tender Price (which, for greater certainty, excludes HST);

Traffic Control Manual for Work on Roadways means the manual published by the Ministry and entitled "Traffic Control Manual for Work on Roadways", 1999 update, as it may be amended or replaced by the Ministry from time to time;

Traffic Management Plan means the document of the same name to be delivered by the Contractor to the Minister pursuant to the Contract, as it may be amended from time to time by the Contractor, in accordance with the terms and conditions of the Contract;

Transportation Act means the *Transportation Act*, [S.B.C. 2004] c.44;

Unacceptable Work means any work, workmanship, materials, or products produced or supplied by the Contractor or any Subcontractor which, in the opinion of the Ministry, does not conform to the requirements of the Contract;

Unauthorized Work means any work done,

- (a) by a Bidder prior to the acceptance of the Tender,
- (b) contrary to or regardless of the instructions of the Ministry,
- (c) beyond the lines and dimensions shown on the Drawings, notwithstanding due consideration for permissible variations as determined by the Ministry, or
- (d) other than the Work, without the approval of the Ministry;

Unit Price means the amount to be paid by the Ministry to the Contractor for the satisfactory completion of a specified unit of Unit Price Item;

Unit Price Item means a Tender Item which is neither a Lump Sum Item nor a Provisional Sum Item;

Utility Relocation means the relocation of the infrastructure of utility companies or municipalities as described in Major Works GC 23.00 or Design Build Minor GC 32.00;

Value Engineering Proposal means a proposal submitted by the Contractor in accordance with SS 125;

Warranty Period means the period defined in the Contract during which the Contractor is required to repair or otherwise remedy any deficiencies that arise in the Construction;

Weights and Measures Act means the *Weights and Measures Act* (R.S. 1985, c. W-6);

Work means the provision of all labour, services, material, and equipment as necessary, for the Contractor to complete and perform its obligations in accordance with the Contract;

Workers Compensation Act means the *Workers Compensation Act*, [R.S.B.C. 1996] c. 492;

Work Order means a written order by the Ministry in the form prescribed by the Ministry for the specific situation, requiring the Contractor to do Work or refrain from doing Work, whether covered by the Contract or not, and includes, without limitation, an order to,

- (a) add, extend or delete Work,
- (b) alter the Drawings and specifications,
- (c) speed up or delay Work,

- (d) stop or resume Work, and/or
 - (e) remedy defects or deficiencies in the Work,
- and, without limiting the foregoing, includes a Work Order on one of the following forms,
- (i) Stop Work Order,
 - (ii) Resume Work Order,
 - (iii) Work Order/Supplemental Agreement [for certainty, used for Major Works, Minor Works, and Design Build Minor Contracts],
 - (iv) Amending Agreement [for certainty, used for Operational Services Contracts],
 - (v) a Ministry's Instruction [form H202], or
 - (vi) any other document prepared by the Ministry clearly marked with one of the above titles and indicating the Ministry's intent to use it as a Work Order;

Written Protest has the meaning ascribed to it in Major Works GC 58.07 or Design Build Minor GC 58.07.

SCHEDULE 2

CONTRACT SECURITIES



CONTRACT SECURITIES REQUIREMENTS AND BOND SPECIMENS INS-265

FOR MAJOR WORKS, MINOR WORKS, DESIGN BUILD MINOR AND OPERATIONAL SERVICES CONTRACTS

1. GENERAL INFORMATION ON CONTRACT SECURITIES

- (a) Any and all costs related to or for any and all Bid Securities and Contract Securities must be included in the Contract Price and the Ministry will not be responsible for or pay for any such costs as separate or as extra items.

- (b) The Ministry will not pay interest on any deposits held by the Ministry.

2. REQUIREMENTS

- (a) If the Bidder is awarded the Contract and if the Bidder delivered a Bid Bond as Bid Security in compliance with the Conditions of Tender and this Schedule, the Bidder will, on the earlier of:

- (i) fourteen (14) days from the date shown on the Ministry cover letter delivering the Contract to the Bidder; and
- (ii) three (3) days before commencement of the Work on the Site,

deliver to the Ministry at the address set out in the Award letter or in the letter referenced in clause 2(a)(i) above, a Performance Bond and Labour and Material Payment Bond, each

- (iii) in the format and containing the terms and conditions set out in the Specimen form of Performance Bond and Labour and Material Payment Bond set out in this Schedule, and
- (iv) in the amount of **fifty percent (50%)** of the Tender Price.

- (b) If the Bidder is awarded the Contract and if the Bidder delivered a bank draft, certified cheque or money order as Bid Security in compliance with the Conditions of Tender and this Schedule, the Bidder may elect to apply one of the following options.

- (i) The Bidder may deliver to the Ministry a Performance Bond and a Labour and Material Payment Bond, each

- (1) in the format and containing the terms and conditions set out in the Specimen form of Performance Bond and Labour and Material Payment Bond set out in this Schedule, and
- (2) in the amount of **fifty percent (50%)** of the Tender Price.

Upon receipt of the Performance Bond and the Labour and Material Payment Bond in compliance with this Schedule, the Ministry will return the Bid Security to the Contractor.

or

- (ii) The Bidder may notify the Ministry in writing before execution of the Contract that the Bid Security may be retained by the Ministry as Contract Security in connection with the Contract. On receipt of such notice, the Ministry will deposit the Bid Security in the amount of **five percent (5%)** of the Contract Price and hold the funds as Contract Securities in connection with the Contract.

- (c) All Bonds must show the business address of the Surety for filing claims and delivery of notices by the Ministry.

- (d) The Ministry may require the Contractor to obtain the written consent of the Surety to any Work Order or Supplemental Agreement.

- (e) The Contractor must maintain the Bonds in force and effect during the Term. If the Surety notifies either party that the Bonds are no longer in force, the Contractor must obtain and deliver to the Ministry, forthwith, valid replacement Bonds that comply with the terms of this Schedule including the Specimen forms of bonds set out in this Schedule.

- (f) Despite any term of this Schedule, the format, terms and conditions, execution and identification of the Contractor on the Bonds or other form of Contract Securities, as applicable, may be modified as required by the Ministry and to the satisfaction of the Ministry, to reflect the structure of the Contractor, as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

SPECIMEN

**LABOUR AND MATERIAL PAYMENT BOND
(British Columbia Government 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 PERSONS BY THESE PRESENTS THAT _____ **(CONTRACTOR NAME)** as Principal, hereinafter called the Principal, and (_____ **SURETY/INSURANCE COMPANY NAME AND ADDRESS**) a corporation created and existing under the laws of Canada, and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE, as Obligee, 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 (\$ _____) of 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 _____ **(PROJECT NUMBER AND PROJECT NAME)** _____ which contract documents are 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:

1. 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 material 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 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 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 titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

SCHEDULE 3

SPECIAL PROVISIONS
&
APPENDICES

PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

TABLE OF CONTENTS

| | |
|---|-----------|
| SECTION 1 – GENERAL | 3 |
| 1.01 Location of the Site | 3 |
| 1.02 Scope of Work | 3 |
| 1.03 Interpretation | 4 |
| 1.04 Standard Specifications | 4 |
| 1.05 Availability of Relevant Publications | 4 |
| 1.06 Limited Fiscal Funds | 4 |
| 1.07 Insurance | 5 |
| 1.08 Construction Schedule and Cash Flow Projection Schedule | 5 |
| 1.09 Mobilization | 6 |
| 1.10 Hours of Work | 6 |
| 1.11 Availability of Site or Right-of-Way | 6 |
| 1.12 Access to Site | 6 |
| 1.13 Site Safety | 6 |
| 1.14 Obscure Hazards | 7 |
| 1.15 List of Subcontractors and Suppliers | 7 |
| 1.16 Quality Management | 8 |
| 1.17 Traffic Management | 10 |
| 1.18 Materials Supplied by the Ministry | 12 |
| 1.19 Available Ministry Sources | 12 |
| 1.20 Protection of the Environment | 12 |
| 1.21 Haul and Overhaul | 14 |
| 1.22 Project Signs | 14 |
| 1.23 Contractor Survey Layout | 15 |
| 1.24 Acid Rock Drainage or Metal Leaching Potential in Private Quarries | 15 |
| 1.25 Motor Vehicle Act Hours of Service | 16 |
| 1.26 First Nations Employment | 16 |
| 1.27 Traffic Management for Oversize Vehicles | 16 |
| SECTION 2 – MISCELLANEOUS | 18 |
| 2.01 Pavement Marking | 18 |
| 2.02 Extension of Time for Inclement Weather | 19 |
| 2.03 Install C-035 and C-035 EOP Project Signs | 19 |
| SECTION 3 – PAVING | 21 |
| 3.01 Site Modifications | 21 |
| 3.02 Supply Aggregate in Stockpile | 21 |
| 3.02.01 16 mm Asphalt Mix Aggregate | 22 |
| 3.03 Concrete Roadside Barrier | 22 |
| 3.03.01 Remove, Stockpile and Replace Concrete Roadside Barrier | 23 |
| 3.03.02 Supply and Install W-054 Hazard Markers | 23 |
| 3.03.03 Supply and Install Barrier Reflectors | 23 |
| 3.03.04 Supply and Install Delineators Mounted on Perforated Square Galvanized Steel Tubing | 23 |
| 3.04 Cold Milling | 24 |
| 3.04.01 Cold Mill 50mm Tie-Ins | 24 |
| 3.05 Hot-in-Place Recycle | 24 |
| 3.05.01 Hot-in-Place Recycled Asphalt Pavement | 24 |
| 3.05.02 Asphalt Admix | 25 |
| 3.05.03 Supply 120-150 Type "A" Asphalt Cement with Antistrip | 25 |

| | |
|---|----|
| 3.05.04 Supply and Blend Rejuvenating Agent | 26 |
| 3.06 Emulsified Primer and Tack Coat | 26 |
| 3.06.01 Supply and Apply Emulsified Tack Coat | 26 |
| 3.07 Asphalt Pavement..... | 26 |
| 3.07.01 Asphalt Level Course | 27 |
| 3.07.02 Asphalt Pavement Top Lift..... | 27 |
| 3.07.03 Allowance for Payment Adjustments, SS 502 and SS 515..... | 28 |
| 3.07.04 Remove and Replace Integral Asphalt Curb..... | 28 |
| 3.07.05 Remove and Replace Asphalt Spillways | 28 |
| 3.08 Shouldering | 29 |
| 3.08.01 Place Blended Shoulder Aggregate..... | 29 |

APPENDIX/APPENDICES

- Appendix – Special Provisions Amendments 2012
- Appendix – Typical Intersection Pavement Marking Control Points
- Appendix – DRAFT T-Circ – Speed Display Signs for Work Zones
- Appendix – Resurfacing Traffic Management

SCHEDULE 3 - SPECIAL PROVISIONS AND APPENDICES

PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

SPECIAL PROVISIONS

SECTION 1 – GENERAL

1.01 Location of the Site

The Site is located on Highway 5 Coquihalla, 28 km North of Merritt and 31 km South of Kamloops.

The following references are based on the Ministry's LKI Segments. The sections of roadway on Highway No. 5 are located as follows:

Northbound LKI

Segment 2020

| | |
|---------------|---|
| 0.00 | Nicola Underpass South Side at Merritt |
| 14.63 | Kirby Creek Pit access |
| 28.210 | Median Cross over, Start Project |
| 31.630 | End of Project |
| 47.54 | Wallopier Interchange |
| 72.28 | Kamloops |

Southbound LKI

Segment 2025

| | |
|---------------|--|
| 0.00 | Afton Overpass, Kamloops |
| 25.50 | Wallopier Interchange |
| 31.500 | Start of Project |
| 44.130 | Median Cross over, End of Project |
| 57.73 | Kirby Creek Pit |
| 72.30 | Merritt |

1.02 Scope of Work

The general nature of the Work to be carried out under the Contract consists of but is not necessarily limited to the following:

- 16mm aggregate production
- 16mm Mix Design
- Hot in Place Recycle of travelled lanes as a bottom lift
- Remove and Replace CRB
- Pave level course and top lift, full width
- Remove and Replace asphalt Curb and Asphalt Spillways
- Supply and Install reflectors
- Place Blended Shoulder Aggregate
- Site cleanup and restoration

1.03 Interpretation

Cross-reference abbreviations are defined in the Glossary of Terms.

Any reference to the Ministry of Transportation and Highways or the Ministry of Transportation shall mean the Ministry of Transportation and Infrastructure.

Any reference to other Ministries should follow the enclosed link

<http://www.gov.bc.ca/ministries/index.html?WT.svl=leftnav>

1.04 Standard Specifications

The 2012 Standard Specifications for Highway Construction and the attached Special Provisions Appendix for Amendments to the 2012 Standard Specifications for Highway Construction apply to this Contract.

1.05 Availability of Relevant Publications

The Equipment Rental Rate Guide is available from:

B.C. Road Builders and Heavy Construction Association
Suite #307 - 8678 Greenall Avenue
Burnaby, British Columbia V5J 3M6
Phone Number: (604) 436-0220

Fax Number: (604) 436-2627

All other General Reference Documents and other relevant publications can be obtained through Queen's Printer at:

Queen's Printer
Government Publication Services
Box 9452, Stn Prov Govt
Victoria BC V8W 9V7

or

Phone toll free at: 1-800 663-6105

and can be accessed at:

www.publications.gov.bc.ca

If a relevant publication is not available from Queen's Printer, please contact the Ministry Representative.

1.06 Limited Fiscal Funds

The Work on this Project is subject to the availability of funds.

During the 2011/12 fiscal year (defined as the period of April 1, 2011 to March 31, 2012 inclusive), the Contractor must perform the following work (including associated works):

- The production (in stockpile) of aggregate required for this Contract.

During the 2011/2012 fiscal year, the Contractor will be paid for the following works:

- 100% for aggregate produced in stockpile.
- 25% of Mobilization as described in SP Clause 1.09 – Mobilization.
- 25% of Quality Management as described in SP Clause 1.16 – Quality Management.

The Contractor acknowledges that these financial limits have been taken into account when tendering, and understands that the Ministry as a result of these limited fiscal funds will consider no additional compensation. Expenditure is made in accordance with progress payments of the Contract.

1.07 Insurance

The Contractor shall comply with the insurance requirements as described in the Insurance Specifications - Major Works Contracts – INS-152, Part 1.

The Contractor shall obtain, maintain and provide evidence of "ALL RISKS" insurance coverage, satisfactory to the Ministry, covering all equipment owned, rented, or leased, or for which the Contractor may be responsible. The insurance policy shall also include a Waiver of Subrogation against Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, servants and agents of the Minister.

The following and any of their employees, servants or agents shall be added to the liability policy as additional insureds:

- Telus
- BC Hydro

The coverage under Clause 3 - Third Party Liability Insurance shall be increased to inclusive limits and in the annual aggregate of not less than \$10,000,000.00 (ten million).

1.08 Construction Schedule and Cash Flow Projection Schedule

In addition to GC 16.01, the Construction Schedule shall also comply with the following requirements.

The Contractor will submit to the Ministry Representative prior to the pre-construction meeting or within seven (7) days of the Award date, whichever is sooner, the Construction Schedule.

The Construction Schedule will be consistent in all respects with the requirements of the Contract, and will make adequate provision for adverse weather which may be expected from records for the area.

The Construction Schedule will be submitted in one of the following formats:

- (i) A network diagram which will, as a minimum, include all the operations listed below, logically linking them to show the manner in which the Project will be constructed. These operations will be further divided into locations within the Work, as also shown below; or
- (ii) A bar chart derived from the network diagram, listing all of the same operations by subsection, and showing graphically the length of time needed for each.
 - Mobilization
 - 16mm aggregate production
 - Survey and Layout
 - Hot in Place Recycle of travelled lanes as a bottom lift
 - Remove and Replace CRB
 - Pave Level Course and Pave top lift
 - Remove and Replace asphalt Curb and Asphalt Spillways
 - Supply and Install Reflectors
 - Place Blended Shoulder Aggregate
 - Site Cleanup and restoration
 - Completion date

The Contractor will provide an updated Construction Schedule to the Ministry on a monthly basis. It will include the progress to date, with comparison to the Contractor's initial Construction Schedule, and a forecast for completion. The updated Construction Schedule will also include the Contractor's proposed

operations for the next sixty (60) days. This information, in a form satisfactory to the Ministry, will be provided to the Ministry Representative within five (5) working days after the end of each month, and will also be provided at any other time, within ten working days of the Ministry Representative's request.

Where the monthly update shows that the Contractor's execution of the Work is falling behind the Construction Schedule to the extent that in the opinion of the Ministry Representative any one of the Milestone Dates or the Completion Date shown in Schedule 5 – Time Schedule may not be met, the Contractor will immediately submit to the Ministry Representative details of the action the Contractor proposes to take to bring the Work back on schedule.

The Contractor shall also submit, with the Construction Schedule and monthly updates a Cash Flow Projection Schedule based on the Construction Schedule and following the same format.

1.09 Mobilization

Mobilization will be in accordance with SS 145.08.

Payment for "Mobilization" will be made at a Lump Sum Price bid and in accordance with SS 145.08.01.

1.10 Hours of Work

The Contractor shall comply with all of the applicable Thompson-Nicola Regional District bylaws of which only permit activities creating a noise disturbance between 7:00AM to 11:00PM daily except for Sundays and Statutory Holidays, which have total prohibitions or with the written approval of the Ministry Representative.

SP 1.17 Traffic Management, Part C, Section II (c) outlines the dates and times when work will not proceed.

No Work will be carried out at times outside of these hours of work without written approval of the Representative.

1.11 Availability of Site or Right-of-Way

During the 2011/12 fiscal year, defined as the period of April 1, 2011 to March 31, 2012 inclusive, the Contractor shall perform aggregate production work as described in SP 1.06 – Limited Fiscal Funds.

The Contractor will not be allowed to disturb the Right-of-Way or perform any work on the Right-of-Way until May 15, 2012 and spring restrictions for the side roads are rescinded.

The Contractor will schedule its work accordingly.

1.12 Access to Site

Access to the site can be gained by Highway 5.

1.13 Site Safety

Requirements and responsibilities for construction site safety are set out in SS 135 - Construction Site Safety, which has been significantly revised in the 2009 edition of the Standard Specifications.

Within the Site, the Contractor has all the responsibilities of an "employer" under the *Workers Compensation Act* and the *Occupational Health and Safety Regulation* and may, where designated as the "Prime Contractor" by the Ministry, have additional

responsibilities for an "Area of Responsibility" as detailed in SS 135 and these Special Provisions.

The distinction between the geographic areas of the "Sites" (where the Contractor is contracted to the Ministry to construct the works) and the "Area of Responsibility" (where the Contractor or another party has responsibilities for occupational health and safety issues between multiple employers) is important.

Area(s) of Responsibility:

The Area(s) of Responsibility encompassing the Site are as described below and may, if agreeable to the Ministry and with proper notice to the Workers Compensation Board by the Prime Contractor for each affected Area of Responsibility, include other such areas as required by the specific methodology and equipment used during the course of the Work.

The Area(s) of Responsibility are:

| <i>Area of Responsibility</i> | <i>Description</i> |
|--------------------------------------|--|
| #1 | The Site as described in SP 1.01 "Location of the Site" including the Highway within the Construction Ahead (C-018-1A) signs, and any pits used in conjunction with this project. |

Prime Contractor Designations:

In accordance with SS 135, the Ministry intends to make the following appointments to fulfill the responsibilities of Prime Contractor in the Area(s) of Responsibility, commencing when the "Trigger" event occurs or for such time as the "Condition" specified exists.

The Ministry Representative will confirm the identity of the Prime Contractor(s) at the pre-construction meeting, or as soon as practical thereafter, and prior to any change in responsibility.

The Contractor shall not start Work on Site until the Ministry has provided written notice confirming the identity of the Prime Contractor.

| Trigger / Condition | Prime Contractor, by Area of Responsibility |
|--|--|
| Commencing Upon Award until the Completion Date | Area #1 The Contractor |

1.14 Obscure Hazards

The Contractor will continually assess, investigate and evaluate the Work and Sites for potential hazards.

1.15 List of Subcontractors and Suppliers

The Contractor must complete the "List of Subcontractors and Suppliers" form H1108 (2008/07/14), in accordance with the instructions on the form, submit this form to the Ministry Representative at the preconstruction meeting, and provide updates of any subsequent changes. A copy of the form is attached herewith as an Appendix or, if not present, is available from the Ministry Representative.

All costs associated with supplying, storing, and blending the additive into the asphalt mixes shall be incidental to the prices bid for the varying classes of asphalt mix.

Payment for "Supply 120-150 Type "A" Asphalt Cement with Antistrip" for incorporation into the Admix will be at the unit bid price per Tonne in accordance with SS 515.31.01 and will include, but not limited to supplying, storing and blending antistrip additive.

3.05.04 Supply and Blend Rejuvenating Agent

The Contractor shall supply a Ministry approved rejuvenating agent that is listed on the Ministry's Recognized Products List under Rejuvenators/Hot-In-Place/Proven products.

This rejuvenating agent shall be added to the processed mixture at a proportion determined by the Ministry Representative. Generally, it is anticipated that the application rate will be 0.3 litres per square metre.

Payment for "Supply and Blend Rejuvenating Agent" will be made in accordance with SS 515.31.01.

3.06 Emulsified Primer and Tack Coat

The Contractor should be aware that SS 502.21 - "Prime and Tack Coat" must be adhered to.

The Contractor shall exercise caution before spraying on the roadway to ensure absolutely no contamination to any streams. This will mean not spraying when the weather forecast or visual assessment indicates the potential for rain.

3.06.01 Supply and Apply Emulsified Tack Coat

The Contractor shall supply an emulsified tack coat, which must be one of the products from the Ministry's Recognized Products List for "Tack Coat & Primers". The Contractor will not dilute the product before spraying, unless approved by the Ministry Representative.

The existing HIPR pavement, all milled surfaces, asphalt level course and all other areas will require a tack coat of approximately 0.20 L/m² prior to placement of any lifts of asphalt pavement. Vertical surfaces shall receive an additional tack coat application to ensure a good bond with the longitudinal joint and also existing pavement at ties.

Payment for "Supply and Apply Emulsified Tack Coat" will be made at the Unit Price bid per Litre in accordance with SS 502.34.02 and considered full compensation for supplying, ordering, receiving, storing, heating, spraying, and all things necessary for the completion of the Work.

3.07 Asphalt Pavement

Asphalt Mix for Asphalt Level Course and Top Lift for this contract shall be Class 1, 16 mm Medium Mix meeting the requirements of SS 502 unless otherwise stated in these Special Provisions.

Contrary to SS 502, Table 502-C-2, the Job Mix Formula asphalt content for all the Asphalt Mix shall be based on 3.5% air voids, designed and produced. The production mix air voids must be maintained at $\pm 0.5\%$ of the 3.5% air void target.

The Contractor shall supply a Type "A", 120 - 150 penetration asphalt cement with 0.3% anti-strip from an approved supplier.

3.07.01 Asphalt Level Course

The purpose of placing the Level Course is to improve the smoothness, profile and cross fall. After HIPR and before top lift, the following area has been identified for level course:

| Lane | Start LKI | End LKI | length | width | Lt. shoulder | Rt. shoulder | area (m2) | tonnes of mix |
|------|-----------|---------|--------|-------|--------------|--------------|-----------|---------------|
| SB | 32550 | 32750 | 200 | 10.95 | 1.2 | 1.8 | 2790 | 300 |

The application rate will vary, based on the specific needs of the section. Other areas will be determined by the Contractor and approved by the Ministry Representative prior to placement.

For Level Course paving, the following 502-EPS bonus/penalty criteria will apply:

- AC Content
- Gradation

Payment for "Asphalt Level Course" will be made at the Unit Price bid per tonne and will include but not limited to loading the aggregate into the feeders; drying the aggregate; supplying metering and adding the asphalt cement; mixing, loading, weighing, hauling, dumping, paver laying, compacting and finishing the mix and shall include all costs for quality control.

3.07.02 Asphalt Pavement Top Lift

Asphalt Pavement Top Lift, shall be Class 1, 16mm Medium Asphalt Mix and shall be paver laid at an application rate of 120 kg/m² at the following areas:

| SB Lane | Start LKI | End LKI | length | width | Lt. shlder | Rt. shlder | area (m2) | tonne s of mix |
|------------------|-----------|---------|--------|-------|------------|------------|-----------|----------------|
| Two lane @ start | 31500 | 31580 | 80 | 7.3 | 1.2 | 1.8 | 824 | 98 |
| Three lane | 31580 | 36343 | 4763 | 10.95 | 1.2 | 1.8 | 66444 | 7973 |
| Two lane | 36343 | 44130 | 7787 | 7.3 | 1.2 | 1.8 | 80206 | 9625 |

| NB Lane | Start LKI | End LKI | length | width | Lt. shlder | Rt. shlder | area (m2) | tonnes of mix |
|---------------------------|-----------|---------|--------|-------|------------|------------|-----------|---------------|
| Start @ crossover, 2 lane | 28210 | 28370 | 160 | 7.3 | 1.2 | 1.8 | 1648 | 198 |
| Three lane | 28370 | 31630 | 3260 | 10.95 | 1.2 | 1.8 | 31527 | 3783 |

The following 502-EPS bonus/penalty criteria will apply to Top Lift:

- Application Rate
- Density
- Asphalt Content
- Gradation
- Smoothness (502-J Standard Table)
- Segregation

Payment for "Asphalt Pavement Top Lift" will be made at the Unit Price bid per Tonne and will include but not limited to loading the aggregate into the feeders; drying the aggregate; supplying metering and adding the asphalt cement; mixing, loading, weighing, hauling, dumping, paver laying, compacting and finishing the mix and shall include all costs for quality control.

3.07.03 Allowance for Payment Adjustments, SS 502 and SS 515

Notwithstanding any other provision of the Contract, including full or partial waivers of EPS payments adjustments for any or all of the six rated characteristics (density, smoothness, AC content, gradation, application rate, and segregation), the rejection limits for each and every characteristic will apply to the Work.

For SS 515, only density will apply. Smoothness payments will not apply.

Funds are set aside for payment adjustments as detailed in these Special Provisions and SS 502 and SS 515-EPS for Asphalt Pavement Construction.

3.07.04 Remove and Replace Integral Asphalt Curb

Integral asphalt curb shall be removed and re-constructed in accordance to SS 504.31.01 and drawing SP504-01 at the following locations.

| SB Run # | Start LKI | End LKI | run length (m) | S/W |
|----------|-----------|---------|----------------|-----------|
| 1 | 31500 | 32182 | 682 | 14 |
| 2 | 32924 | 33557 | 633 | 15 |
| 3 | 34036 | 34055 | 19 | 0 |
| 4 | 37594 | 38963 | 1369 | 16 |
| 5 | 39992 | 40166 | 174 | 2 |
| 6 | 41392 | 41606 | 214 | 3 |
| 7 | 42359 | 42519 | 160 | 2 |
| 8 | 43237 | 44130 | 893 | 11 |
| | | | 4144 | 63 |

Northbound Lane

| NB Run # | Start LKI | End LKI | run length (m) | S/W |
|----------|-----------|---------|----------------|-----------|
| 9 | 28210 | 29240 | 1030 | 14 |
| | | | 1030 | 14 |

| | | |
|----------------------|-------------|-----------|
| Total Removal | 5174 | 77 |
|----------------------|-------------|-----------|

The Contractor shall arrange a disposal site for the curb which must be approved by the Ministry Representative.

Payment for "Remove and Replace Integral Asphalt Curb" shall be at the unit price bid per Linear Metre, and considered full compensation for removal, disposal, layout, placement, and all other thing necessary for the completion of the work. The asphalt mix used to form the integral asphalt curb shall be included in the unit price bid for 16mm Asphalt Pavement.

3.07.05 Remove and Replace Asphalt Spillways

The Contractor shall remove existing Asphalt Spillways and replace them in accordance with SS 504.34 and drawing SS 504-02. The installation of asphalt spillways will require the pre-shaping of the gravel shoulder to insure consistent shape and adequate pavement depth. There are estimated to be seventy-seven (77)

spillways as shown in the Re and Re Drainage Curb Section; however the exact number will be determined in the field.

Payment for "Remove and Replace Asphalt Spillways" shall be per asphalt spillway and considered full compensation for removal, disposal, the pre-shaping of the granular shoulder, construction of the spillway and paved outfall and all other thing necessary for the completion of the work. The asphalt mix used to form the asphalt spillways shall be included in the unit price bid for 16mm Asphalt Pavement.

3.08 Shouldering

Processed RAP will be used as shouldering material, which is in stockpile at Kirby Creek Pit. The existing stockpile must be measured prior to use and measured after shouldering is complete to determine the quantities used. Weighing of the material is not necessary, however the Contractor is reminded overloads are not permitted and they must load the trucks accordingly.

An approved shouldering machine must be used for placement of shouldering material and drainage courses must not be impeded by this operation. Sections behind the CRB runs will be shouldered before the CRB is replaced.

Shouldering will also be required around gravel accesses and intersections that are paved under this contract. Gravel accesses will require shoulder aggregate to provide suitable access as directed by the Ministry Representative.

3.08.01 Place Blended Shoulder Aggregate

Following the construction of top lift, granular shoulders shall be constructed to a width of 0.5 metres and 0.3 metres on Concrete Reinforced Barrier and Asphalt Drainage Curb sections.

Payment for "Place Blended Shoulder Aggregate" will be at the Unit Price bid per Cubic Metre and will be considered full compensation for loading, hauling, placing; sweeping, grading, shaping, compacting, and all things necessary for the completion of the Work. Water required for compaction will be considered incidental to the work and no additional payment will be made for the supply and spray of water.

END OF SPECIAL PROVISIONS

**SPECIAL PROVISIONS APPENDIX
FOR AMENDMENTS TO THE 2012 STANDARD SPECIFICATIONS
FOR HIGHWAY CONSTRUCTION**

The Amendments to the 2012 Standard Specifications for Highway Construction are as follows:

SECTION 101 – Quality Management

Issued Date: Dec 20th, 2011

101.07 Payment – The Lump Sum Price bid for Quality Management shall be full compensation for all costs resulting from the Quality Management requirements set out in the Contract.

Payment will be made on a monthly basis prorated for the percentage of the total Work completed as determined by the Ministry Representative, subject to the Contractor being totally compliant with the requirements of this Section and with its own Quality Control Plan.

The Ministry Representative in consultation with the Ministry Construction Manager following the issuance of an external NCR may deduct an amount from any monthly payment so computed, for any quality management work required but not satisfactorily undertaken during that month. The Ministry Representative may also reduce the total Lump Sum payable by the value of any quality management work required but not satisfactorily undertaken during the Term of the Contract. The foregoing determinations will be made in the sole discretion of the Ministry Representative.

Inspection or testing by the Ministry Representative will be at the Ministry's cost. However, re-inspection or re-testing by the Ministry for repaired or replaced Work items that originally did not meet contract requirements shall be at the Contractor's cost.

Work that is deemed unacceptable in accordance with SS 101.01 will not be eligible for payment from the applicable Item for that Work.

The Completion Certificate will not be issued if there are any unresolved Non-Conformance Reports.

SECTION 145 – GENERAL REQUIREMENTS FOR HIGHWAY, BRIDGE AND MARINE CONSTRUCTION

Issued Date: Dec 20th, 2011

145.24 Alterations to Drawings and Plans – It shall be understood that the Drawings and Plans represent the nature and general layout of the work to be executed and not necessarily the works exactly as they will be carried out. The Ministry Representative will, without invalidating the Contract, be at liberty to make reasonable alterations or to furnish any additional or amended Drawings which do not materially change the type of construction.

Payment for any such altered Work will be at the rates set forth in the Schedule 7 Approximate Quantities and Unit Prices.

SECTION 201 – ROADWAY AND DRAINAGE EXCAVATION

Issued Date: Dec 20th, 2011

201.33 Overbreak in Solid Rock - Overbreak in solid rock excavation encountered in the contract is that portion of any such material which is excavated, displaced or loosened outside and beyond the slopes or grades as staked or re-established (with the exception of slides as described in Subsection 201.42).

Any overbreak that occurs due to the inherent character of any formation encountered, as determined by the Ministry Representative in consultation with the Qualified Professional will be classified as allowable overbreak as described in subsection 201.33.01.

All other overbreak, as so defined, shall be removed by the Contractor at the Contractor's expense, and shall be disposed of by the Contractor, in the same manner as provided for "Surplus Material", but at the Contractor's expense without any allowance for overhaul, except as hereinafter stated.

The Qualified Professional is defined as the Ministry's Geotechnical Engineer, Rockwork Engineer, or consultant engineer working for the Ministry whose discipline is in geotechnical engineering.

201.33.02 Contractor's Negligence – Overbreak resulting from fault or negligence of the Contractor shall be removed and disposed of, as directed by the Ministry Representative, at no cost to the Ministry.

Definition of negligence will be deemed to be lack of following the sequence of operations, lack of a blast design, lack of preblast survey, and lack of as-built blast design as described in 204.04.06, 204.04.07, and 204.04.08 and 204.04.09. Also, definition of negligence will be deemed to mean lack of cut-off holes on the back slope, excessive spacing of drill holes and overloading of same.

SECTION 202 – Granular Surfacing, Base and SUB-BASES

Issued Date: Dec 1, 2011

Table 202-C Aggregate Gradations.

Table 202-C was revised for both the Intermediate Graded base (IGB) and the Intermediate Graded Sub-base (IGSB) % Passing the 0.075mm Sieve to 0-5% rather than 0-15%. Also for the Open Graded Sub-base (OGSB) % Passing 50mm Sieve to 70-100% instead of 75-100%.

SECTION 204 – ROCK CUTS

Issued Date: Dec 20th, 2011

204.03.03 Blast Vibration Monitoring – The Contractor shall provide a blast vibration monitor if required. The blast vibration monitoring shall be under the direction of the Vibration Specialist.

SECTION 415 – MANUFACTURE AND ERECTION OF PRECAST AND PRECAST PRESTRESSED CONCRETE MEMBERS

Issued Date: Dec 20th, 2011

415.02.03 Materials and construction shall conform to the current CSA A23.4 and the current PCI

"Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products ". Where there is a discrepancy between the requirements of these two standards, the more stringent shall apply. In cases where it may be unclear as to which standard is more stringent, the Ministry Representative in consultation with the Ministry Chief Bridge Engineer will have the final say.

SECTION 502 – ASPHALT PAVEMENT CONSTRUCTION (EPS)

Issued Date: Nov 1, 2011

Table 502-H (Page 21 of 32) – Payment Adjustments for Material Application Rate at Actual Application Rate (Percent as specified rate) at ≥ 94.0 to < 96.0 , the bottom lift or single lift payment adjustment \$ per tonne of material in the Lot (unless otherwise noted) is -\$2.00 not -\$12.00.

Issued Date: Nov 1, 2011,

Table 502-H (Page 21 of 32) – Payment Adjustments for Material Application Rate at Actual Application Rate (Percent as specified rate) at ≥ 104.0 to < 105.0 , the bottom lift or single lift payment adjustment \$ per tonne of material in the Lot (unless otherwise noted) is -\$1.00 not \$1.00.

SECTION 201

described in Subsection 201.42).

Any overbreak that occurs due to the inherent character of any formation encountered, as determined by the Ministry Representative in consultation with the Qualified Professional will be classified as allowable overbreak as described in subsection 201.33.01.

All other overbreak, as so defined, shall be removed by the Contractor at the Contractor's expense, and shall be disposed of by the Contractor, in the same manner as provided for "Surplus Material", but at the Contractor's expense without any allowance for overhaul, except as hereinafter stated.

The Qualified Professional is defined as the Ministry's Geotechnical Engineer, Rockwork Engineer, or consultant engineer working for the Ministry whose discipline is in geotechnical engineering.

201.33.01 Allowable Overbreak –

If, and only where directed by the Ministry Representative, use is made of the overbreak to replace material which would otherwise have to be borrowed for the construction of the roadway, then such overbreak will be classed as allowable overbreak.

201.33.02 Contractor's Negligence –

Overbreak resulting from fault or negligence of the Contractor shall be removed and disposed of, as directed by the Ministry Representative, at no cost to the Ministry.

Definition of negligence will be deemed to be lack of following the sequence of operations, lack of a blast design, lack of preblast survey, and lack of as-built blast design as described in 204.04.06, 204.04.07, and 204.04.08 and 204.04.09. Also, definition of negligence will be deemed to mean lack of cut-off holes on the back slope, excessive spacing of drill holes and overloading of same.

201.34 (Not used)

201.35 Enlargement of Excavation – In cases where the quantity of material taken from a regular excavation will not be sufficient to form the required embankment, the deficiency shall be supplied by taking material from excavation within or outside the right-of-way, at such places as the Ministry Representative may direct, or from enlargement of the regular excavations made uniformly on one or both sides. The sides of the excavation in all cases shall be dressed to such slopes as the Ministry Representative may require, provided that if the Contractor shall have sloped or scaled such excavation by direction of the Ministry Representative before widening the same, payment for sloping or scaling the second time will be made by Order for Extra Work.

ROADWAY AND DRAINAGE EXCAVATION

201.36 Rock Embankments – This section applies to embankments constructed from material containing more than 15% by volume of rock larger than 150 mm.

Embankments shall be constructed in layers equal in thickness to the largest size of the material but not exceeding 0.7 m. Greater lift thicknesses will be permitted by the Ministry Representative under special conditions provided the Contractor can spread the larger material satisfactorily and attain a degree of compaction no less than attained for layers less than 0.7m in thickness. Regardless of layer thickness and material particle size all material shall be well compacted to the satisfaction of the Ministry Representative.

The material shall be deposited and spread so that the larger rocks are well distributed and the intervening spaces are filled with smaller sizes as may be available to form a stable embankment. The finer portion of excavated rock shall be retained for the top transition layer. Each layer shall be compacted by routing the loading construction equipment over the entire width supplemented with additional compaction equipment, as necessary to ensure compaction is uniform and to the satisfaction of the Ministry Representative.

When a rock embankment is overlain by an earth embankment or by sub-base or base course materials, the top 0.5 m of the rock fill shall be sealed with smaller rock particles and suitable soil materials, if necessary, to prevent the uppermost layers penetrating into voids in this rock embankment.

Where permitted by the Ministry Representative, and where the width is too narrow to accommodate equipment, material for the toe of the side hill rock fills may be placed by end dumping until sufficient width of the embankment has been formed to carry equipment, after which the remainder shall be placed in layers and compacted as specified. Any loose material left on the slopes by end dumping shall be incorporated in the fill and compacted according to these standards.

When embankments are made on hillsides or where a new fill is to be applied upon an existing embankment, the slopes of the embankment or original ground (except rock) shall be terraced in a continuous series of steps a minimum of 1.5 m wide as the embankment rises.

The material from step excavation shall be spread and compacted into the adjoining embankment. No additional payment will be made for excavation or for placing step material in the adjoining fill.

201.37 Earth Embankments – This section applies to embankments constructed from material containing less

SECTION 202

GRANULAR SURFACING, BASE AND SUB-BASES

TABLE 202-C – AGGREGATE GRADATIONS

| Percent Passing (%) Sieve Size | | | | | | | | | | | | | | | | | | |
|--------------------------------|---------------------|-------------|----------|----------|----------|----------|---------|---------|----------|---------|---------|----------|---------|---------------------|--------|----------|-----------------|--|
| Sieve Size (mm) | Surfacing Aggregate | Base Course | | | | | | | | | | | | Sub-Base Aggregates | | | Bridge End Fill | |
| | | WGB | | | | IGB | | | | OGB | | | | | | | | |
| | | 25mm | 50mm | 75mm | 25mm | 50mm | 75mm | 25mm | 50mm | 75mm | SGSB | IGSB | OGSB | BEF | | | | |
| 75 | HFSA | | | 100 | | | | | 100 | | | 100 | | 100 | | 100 | | |
| 50 | | | 100 | | | 100 | | | 55 - 100 | | | 55 - 100 | | 70 - 100 | | 30 - 100 | | |
| 37.5 | | | 80 - 100 | 60 - 100 | | 60 - 100 | 40 - 80 | | 75 - 100 | | | 40 - 80 | | 50 - 85 | | | | |
| 25 | 100 | 100 | | | 100 | 40 - 75 | | | 100 | | | | | | | | | |
| 19 | 85 - 100 | 80 - 100 | 50 - 100 | 35 - 80 | 65 - 100 | | | 17 - 40 | 75 - 100 | 35 - 65 | 15 - 55 | 15 - 100 | 17 - 40 | 15 - 55 | | 20 - 100 | | |
| 12.5 | | | | | | 15 - 40 | | | | | | | | | | | | |
| 9.5 | 60 - 85 | 50 - 85 | 35 - 75 | 25 - 60 | 30 - 70 | | | | 30 - 65 | 5 - 35 | | | 0 - 100 | | | | | |
| 6.3 | | | | | | | | | | | 0 - 20 | | | 0 - 20 | | | | |
| 4.75 | 40 - 70 | 35 - 70 | 25 - 55 | 20 - 40 | 15 - 40 | | | | 5 - 30 | 0 - 15 | | | | | | 10 - 60 | | |
| 2.36 | | 25 - 50 | 20 - 40 | 15 - 30 | 10 - 30 | 10 - 25 | 10 - 25 | 10 - 25 | 0 - 10 | 0 - 10 | 0 - 10 | | | 10 - 25 | 0 - 10 | | | |
| 1.18 | 20 - 50 | 15 - 35 | 15 - 30 | 10 - 20 | | | | | | | | | | | | 6 - 32 | | |
| 0.600 | | | | | | | | | | | | | 0 - 100 | | | | | |
| 0.300 | 10 - 30 | 5 - 20 | 5 - 15 | 3 - 10 | 5 - 15 | 5 - 15 | 4 - 15 | 0 - 8 | 0 - 8 | 0 - 8 | 0 - 8 | 0 - 15 | 4 - 15 | 0 - 8 | | 4 - 15 | | |
| 0.075 | 5 - 15 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | 0 - 5 | | |

rock.

204.02.26 Rock – Rock is Type A material as defined in SS 201.11.01.

204.02.27 Scaling – The removal of all loose material using scaling bars, portable hydraulic jacks, other hand tools, wire rope cables, compressed air blow pipes, blasting without the need for drilled holes and other methods authorized by the Ministry Representative.

204.02.28 Setback Distance – The setback distance is the horizontal distance between the top of the excavation backslope and the toe of the overburden material. Setback is created by removing overburden.

204.02.29 Spacing – The distance between blastholes perpendicular to the burden.

204.02.30 Stenming – Material placed on top of the explosive to provide confinement of the explosive gases.

204.02.31 Subdrill – The distance drilled below subgrade level.

204.02.32 Trimming – The removal by drilling and controlled blasting of potentially unstable rock remaining at the exposed excavation backslope. Trimming may not require backline holes.

204.03 Quality Control

204.03.01 General – Quality control shall be conducted for all blasting operations.

204.03.02 Blasting Consultant – The Contractor shall retain a blasting consultant, acceptable to the Ministry Representative, to provide quality control. The consultant shall not be an employee of the Contractor, explosives manufacturer or explosives distributor.

204.03.03 Blast Vibration Monitoring – The Contractor shall provide a blast vibration monitor if required. The blast vibration monitoring shall be under the direction of the Vibration Specialist.

204.03.04 Quality Control Activities For Blasting Operations – Quality control for blasting operations shall be performed for test sections, full scale blasting operations and trimming. The Contractor shall provide to the Ministry Representative a copy of the field report generated by the Consultant within one day of each site visit by the Consultant. Quality control for blasting includes, but is not limited to the following activities by the blasting consultant:

- Viewing the proposed blast area at least one (1) week before drilling operations commence.
- Preparing and submitting blast designs for production and backline holes.
- Intermittently viewing the site during drilling for each blast area.
- Intermittently observing the loading of holes with

explosives and tying in to the delay system.

- Observing the blasts and reviewing the excavated areas.
- Attending on site to view the excavation backslope after each lift and reviewing excavation backslope for quality control purposes.
- Viewing the site while reviewing proposed changes to the blast design and preparing new designs.
- Attending on site at other times as are appropriate to assist the Contractor in the setting up, assessment and adjustment of the various procedures to be employed for blasting.
- Preparing a field report for each site visit, including details of the progress of blasting operations, a statement whether the blast design is being complied with, any changes to the blast design, any recommendations made to the Contractor and any problems encountered by the Contractor.

204.04 Submittals

204.04.01 General – Review of submittals by the Ministry shall not relieve responsibility from the Contractor for the accuracy and adequacy of the submittals. Submittals are for quality assurance and record keeping purposes. Inadequate or incorrect submittals will be returned for revisions prior to acceptance. The Contractor shall submit to the Ministry Representative the following documentation for review.

204.04.02 Qualifications and Experience of Contractor – Prior to the pre-construction meeting, the Contractor shall provide a statement of the qualifications, experience and work function of all personnel assigned to drilling and blasting duties. A statement of previous work experience on similar projects shall also be provided. This statement shall include the project name, location, volume of rock, year constructed and the owner/client contact name. The company, the driller and the blaster shall each have a minimum of 5 consecutive years demonstrated experience in drilling and controlled blasting work on at least 3 projects involving rock cuts over 8 m height along transportation corridors.

204.04.03 Qualifications and Experience of Proposed Blasting Consultant – By the pre-construction meeting, the Contractor shall provide the name of the consulting firm, and the name and qualifications of the blasting consultant's on-site representative who will be providing the quality control for rock excavation. The blasting consultant shall have a minimum of 5 consecutive years demonstrated experience in preparing successful blast designs along transportation corridors for at least 3 projects. The following information shall be included in the qualifications submitted:

- Project name, location and experience.
- Name and phone number of owner/client contact who

BC MoT

Nov. 1, 2011

SECTION 415

MANUFACTURE AND ERECTION OF PRECAST AND PRECAST PRESTRESSED CONCRETE MEMBERS

DESCRIPTION

415.01 Scope – This Section covers the manufacture and erection of precast and precast prestressed concrete members.

415.02 General

415.02.01 The manufacture and erection of precast and precast prestressed concrete members shall conform to the requirements of these specifications and details as shown on the Drawings.

415.02.02 Precast concrete elements shall be manufactured in plants certified to the current CSA A23.4 requirements in the appropriate category. Certification shall be by the Canadian Precast Prestressed Concrete Institute (i.e. CPCI Precast Concrete Certification Program for Structural, Architectural and Speciality Precast Concrete Products and Systems) or by a certification organization accredited by the the Standards Council of Canada (ie. Canadian Standards Association (CSA)) Certification shall be in effect prior to the beginning of Work, and maintained throughout the period of manufacture.

415.02.03 Materials and construction shall conform to the current CSA A23.4 and the current PCI "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products ". Where there is a discrepancy between the requirements of these two standards, the more stringent shall apply. In cases where it may be unclear as to which standard is more stringent, the Ministry Representative in consultation with the Ministry Chief Bridge Engineer will have the final say.

415.03 Prefabrication Meeting – The Ministry will at it's discretion, convene a prefabrication meeting with the Contractor to review issues such as, but not limited to, lines of communication, fabricator and sub-fabricator scope of work, location of all work, procedures on quality control, plant certification, concrete source and mix designs, use of Hydration Stabilization Admixtures (if applicable), mill certificates, alternate details and procedures, and any other specific requirements of this specification as it relates to the Work.

415.04 Working Drawings – Working drawings shall consist of the following:

- Shop drawings,
- Transportation details, and
- Erection drawings

Transportation details and erection drawings shall be

prepared and sealed by a professional engineer registered with Association of Professional Engineers and Geoscientists of British Columbia (APEGBC).

Shop drawings shall be prepared and sealed by a professional engineer registered with APEGBC when the Contractor is responsible for the design of items that are detailed on the shop drawings.

Working drawings shall be in the same system of units as the design drawings.

Working drawings shall be on D size sheets approximately 560 mm (22") by 865 mm (34"), (one drawing per sheet). Lettering for notes and dimensions shall be at least 2.5 mm and 4 mm for headings. Drawings shall be legible when half-sized or microfilmed.

415.04.01 Shop Drawings – Shop drawings shall show all information and details needed for the fabrication of the members including, but not limited to, such items as member shapes and dimensions, mark numbers and general arrangement of member locations, mass, prestressed and non-prestressed reinforcement, embedments, openings, block outs, chamfers, recesses, finishes, concrete mix design, stressing details, special tolerances, special handling instructions, lifting details and lifting locations.

415.04.02 Transportation Details – Transportation details shall include such items as:

- Description of hauling and handling equipment,
- Weight of members,
- Length and height of loads,
- Location and method of member support, and engineering calculations where members are to be supported during transportation further from their ends than outlined in SS 415.48,
- Details for handling, storing, and loading of members.

415.04.03 Erection Drawings

Erection drawings shall show in detail the method of erection including, but not limited to, the following:

- Erection procedures
- Procedures for off loading of members upon delivery
- Details for temporary storage and support of members on site prior to erection
- Equipment to be used
- Layout or general arrangement drawing showing the layout of the members, equipment positioning, and access

**TABLE 502-H – PAYMENT ADJUSTMENTS
FOR MATERIAL APPLICATION RATE**

| Actual Application Rate (Percent of specified rate) | Payment Adjustment \$ per tonne of material in the Lot (unless otherwise noted) | |
|--|---|---|
| | Bottom Lift or Single Lift | Top Lift of Multiple Lifts |
| ≥ 110 | -\$7.00 for all material in the Lot up to 110% and no payment for product in excess of 110.0% | -\$7.00 for all material in the Lot up to 106% and no payment for product in excess of 106.0% |
| ≥ 106.0 to <110.0 | -\$5.00 | |
| ≥ 105.0 to <106.0 | | -\$5.00 |
| ≥ 104.0 to <105.0 | -\$1.00 | -\$3.00 |
| ≥ 96.0 to <104.0 | +\$0.50 | +\$0.50 |
| ≥ 94.0 to <96.0 | -\$2.00 | -\$2.00 |
| ≥ 92.0 to <94.0 | -\$3.00 | -\$3.00 |
| ≥ 90.0 to <92.0 | -\$4.00 | -\$4.00 |
| ≥ 85.0 to <90.0 | -\$7.00 | -\$7.00 |
| <85.0 | REJECT | REJECT |

502.56 Surface Segregation

502.56.01 Lot – A Lot shall be one kilometre length of Top Lift pavement for each driving lane.

502.56.02 Sub-Lot – Sub-Lots are not used for segregation.

502.56.03 Determination of Surface Segregation

The finished pavement shall be homogenous, free from segregation and shall be uniform with respect to surface texture. A segregated area is defined as an area within the driving lanes of the pavement wherein the texture differs visually from the texture of the surrounding pavement.

Due to the nature of variation in asphalt mixes and their compactive characteristics, the definition of degrees of segregation will be established on a project by project basis. The Contractor and the Ministry Representative shall establish using photographs or other mutually agreed upon tools, the definition of slight, moderate and severe segregation. The Ministry BC MoT

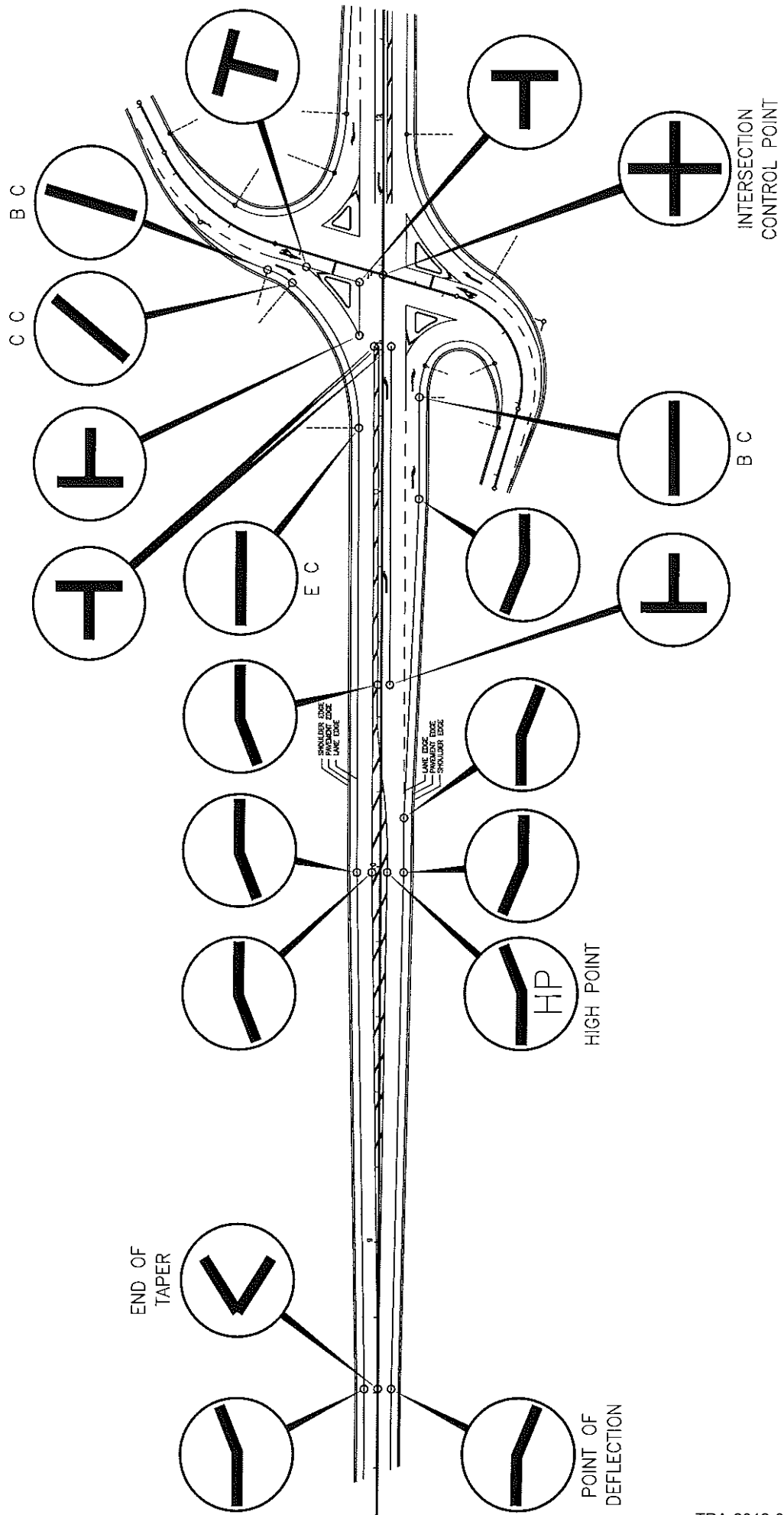
Representative and the Contractor shall evaluate the first two Lots upon completion of the second Lot, after opening to traffic, to confirm the “agreed to” guidelines. Segregation will then be evaluated only when all paving is complete.

The Ministry Representative, with the Contractor’s Representative, will observe the finished pavement to evaluate the existence, severity and extent of segregation and other surface defects. The evaluation will be completed prior to the issuance of the Completion Certificate

The rating system for categorizing the severity of Top Lift surface segregation, and repair methodology is shown in Table 502-I-1.

502.56.04 Payment Adjustments – The payment adjustment for Top Lift segregation will be the applicable amount shown in Table 502-I-2.

502.56.05 Repair – On Top Lift all segregation, including any areas outside the driving lanes assessed for the payment adjustment, shall be repaired according to Table 502-I-1.



Technical Circular T-XX/11
June 17th, 2011

To:

| | |
|---|---|
| HQ Directors: Operations, Planning and Major Projects | Traffic Control Companies in British Columbia |
| Regional Directors | Field Services Branch |
| Regional Managers, Engineering | BC MoT Maintenance Contractors |
| District Managers, Transportation | BC Construction Safety Alliance |
| Regional Traffic Engineers | WorkSafe BC |
| Regional Bridge Engineers | |

Subject: **GUIDELINES ON THE USE OF SPEED READER BOARDS (SRB) IN WORK ZONES**

1.0 Background

This circular provides guidelines on the use of SPEED READER BOARDS (SRB) which may be used to enhance traffic control devices in work zones. Specifications regarding work zone layouts shown in the BC Ministry of Transportation's (MoT) *Traffic Control Manual for Work on Roadways* have not changed.

SRB are electronic changeable speed display signs capable of detecting and displaying the speed of approaching vehicles in real-time via radar speed detection. SRB come either as trailer mounted units or pole mounted units.

2.0 Policy

This circular applies to work zones on highways under MoT jurisdiction whose workers are under direct or indirect contract for works carried out on behalf of MoT.

SRB may be used as part of the traffic control plan on:

- Long duration work zones (more than one daytime shift or nighttime work),
- Work zones that utilize Traffic Control Persons (TCP),
- Highway projects as requested by the special provisions in the project documentation.

Ministry maintenance contractors are not required to use SRB for maintenance activities on provincial highways.

3.0 Deployment Guidelines

- When used to enhance the initial construction speed limit reduction on entry to a work zone, the SRB should be positioned downstream of the initial regulatory speed sign. This separation distance allows drivers to adjust to the new speed limit and will lessen crash potential due to heavy braking prior to the construction speed limit reduction sign.
- When used to reaffirm the work zone speed limit adjacent to an active work area within the construction zone, the SRB should be placed upstream of the active work area. As a general rule, the SRB are placed 100 m to 200 m in advance of active work areas. However, distances used will be subject to local site and operational conditions.
- SRB should only be in operation when the construction speed limit is in effect.
- The effectiveness of SRB on reducing travel speed will often decrease over time due to driver familiarity, especially on commuter routes. Therefore,
 - On short term, temporary work zones, or where TCP are present, the SRB should operate during the time workers are present and be removed or turned off when the activity is finished.
 - On long term work zones, if the SRB is active for an extended period, it may be periodically repositioned within the work zone to assist in maintaining SRB effectiveness.
- SRB should be installed in each direction where the work affects both directions of travel. Where the work only impacts one side of a divided highway, SRB are not required in the unaffected direction.
- SRB should not be placed in close proximity (on multi-lane highways) to merge and ramp areas. The intent of this measure is to minimize conflicts and improve lane transitions.
- Where work zones are divided into several work areas, or greater than 1.5 km in length, more than one SRB (per direction) may be considered to reaffirm and maintain speed reductions.
- If two or more SRB are used per direction on a work zone site, they should be separated by a minimum of 300 metres. Placement side by side, or within 300 metres may cause conflicting messaging to motorists.
- Once deployed, the SRB should be inspected for shadowing by other construction signs or structures to ensure sign visibility and effective operation.
- See **Appendix A** for examples of typical sign SRB layouts and dimensioning in work zones.

4.0 Sign Operation

Speed Reader Boards (SRB) installed within MoT work zones should meet the following guidelines:

- The SRB should include the text "Your Speed", or similar, in conjunction with the numeric electronic display. This text may be static (non-electronic).
- Where the work zone speed limit or advisory speed is 80 km/h or greater, a three digit display may be used.
- If no vehicles are approaching the SRB, the display should be blank.
- The electronic display may be programmed to flash and/or display the message "Slow Down" when vehicle speed exceeds 10 km/h over the posted or advisory speed.
- When vehicle speed exceeds 40 km/h over the posted or advisory speed, the numeric electronic display should be programmed to go blank or display the message "Slow Down".
- The radar in the SRB should be aimed to measure the speeds of vehicles in the lane closest to the workers, and/or work activity. Detection of approaching vehicles should take place no more than 6 to 10 seconds prior to reaching the radar unit's location.
- The SRB should be sited and aligned (height, lateral offset, and orientation) to provide maximum legibility.
- SRB should be checked for operation and positioning at time of installation and at regular intervals as deemed appropriate for the sites particular operational parameters (i.e. site location, traffic volume, vehicle mix, type of construction activity, etc.)
- The SRB should be delineated/protected using barrels or tube markers/delineators. A minimum of 3 markers/delineators should be used on the upstream side of the SRB device.
- SRB signs may be connected to an electrical service or be solar/battery powered.

5.0 Contacts

Jerry Froese, P. Eng., PTOE - Senior Traffic Engineer (250) 387-7583

Dirk Nyland, P.Eng
Chief Engineer

Acknowledgements:

Maryland State Highway Administration – Office of Traffic Safety – *Use of Speed Display Trailers in Work Zones*

Minnesota DoT – Office of Traffic, Safety and Technology, December 2009 – *Work Zone Speed Limit Guidelines*

APPENDIX A

Typical Traffic Control Layouts Utilizing a Speed Reader Board(s)

Figure 1: Long Duration Lane Closure with Traffic Control Persons (TCPs) and Speed Reader Boards (SRB) – Two Lane Two-Way Roadway

Positioning of devices on conventional roadways for various speed limits:

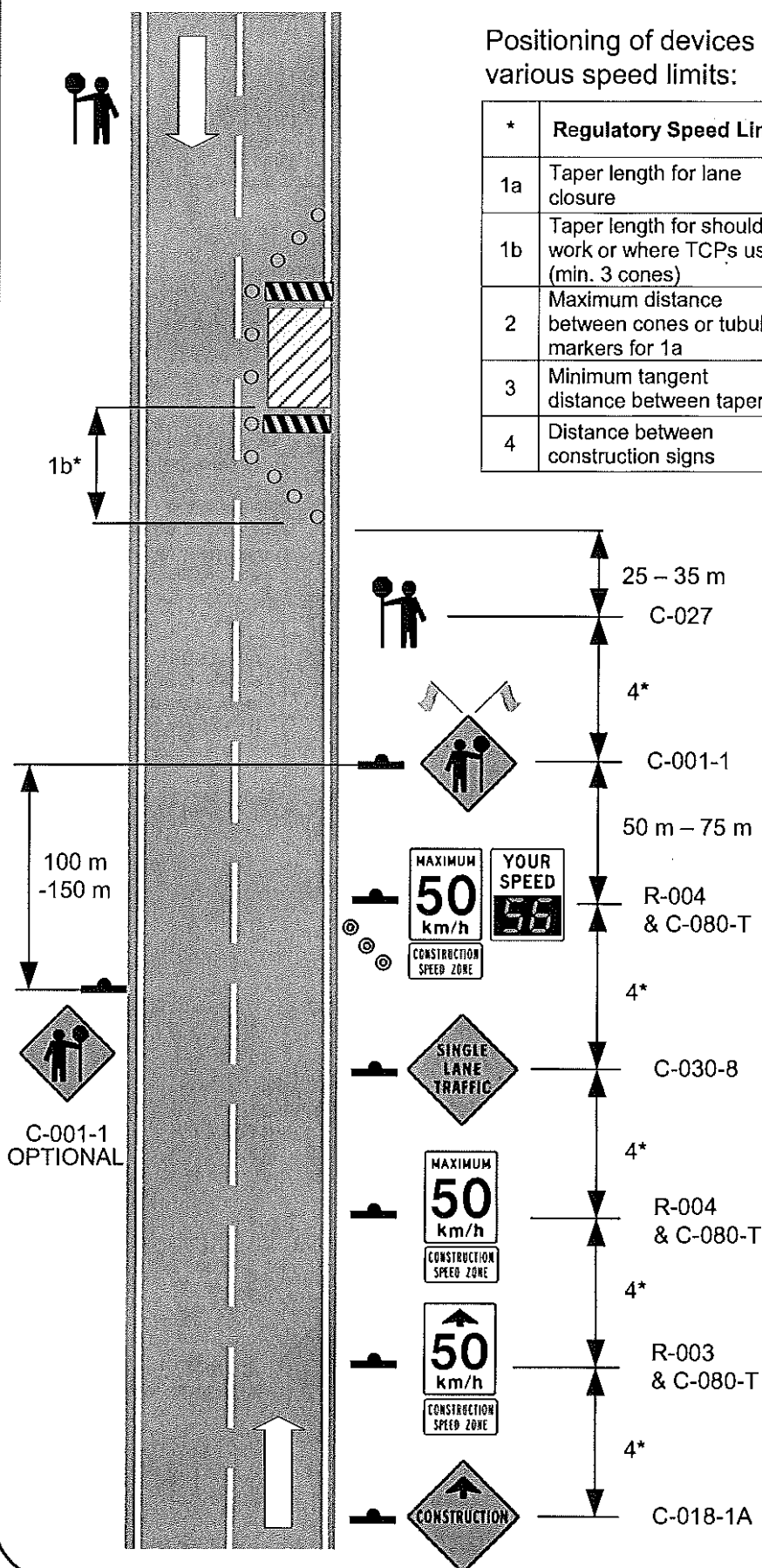
| * | Regulatory Speed Limit | 50 km/h | 60 km/h | 70 km/h | 80 km/h | 90 – 100 km/h |
|----|--|-------------|-------------|-------------|-------------|---------------|
| 1a | Taper length for lane closure | 35 m (1:10) | 55 m (1:15) | 75 m (1:20) | 90 m (1:25) | 110 m (1:30) |
| 1b | Taper length for shoulder work or where TCPs used (min. 3 cones) | 5 | 8 | 10 | 12 | 15 |
| 2 | Maximum distance between cones or tubular markers for 1a | 10 | 10 | 10 | 10 | 10 |
| 3 | Minimum tangent distance between tapers | 30 | 60 | 90 | 120 | 150 |
| 4 | Distance between construction signs | 40 | 60 | 80 | 100 | 150 |

⊙ Tubular marker (Type D)

● Cone – Type A, B, or C

SRB - when used solely as part of a TCP station setup - locate SRB 50 m to 200 m prior to TCP location.

Note: check SRB field siting to ensure adequate visibility to TCP and traffic control signage. Adjust distances where necessary for local site conditions.



Not to scale

TRA-2012-00257

Page 138

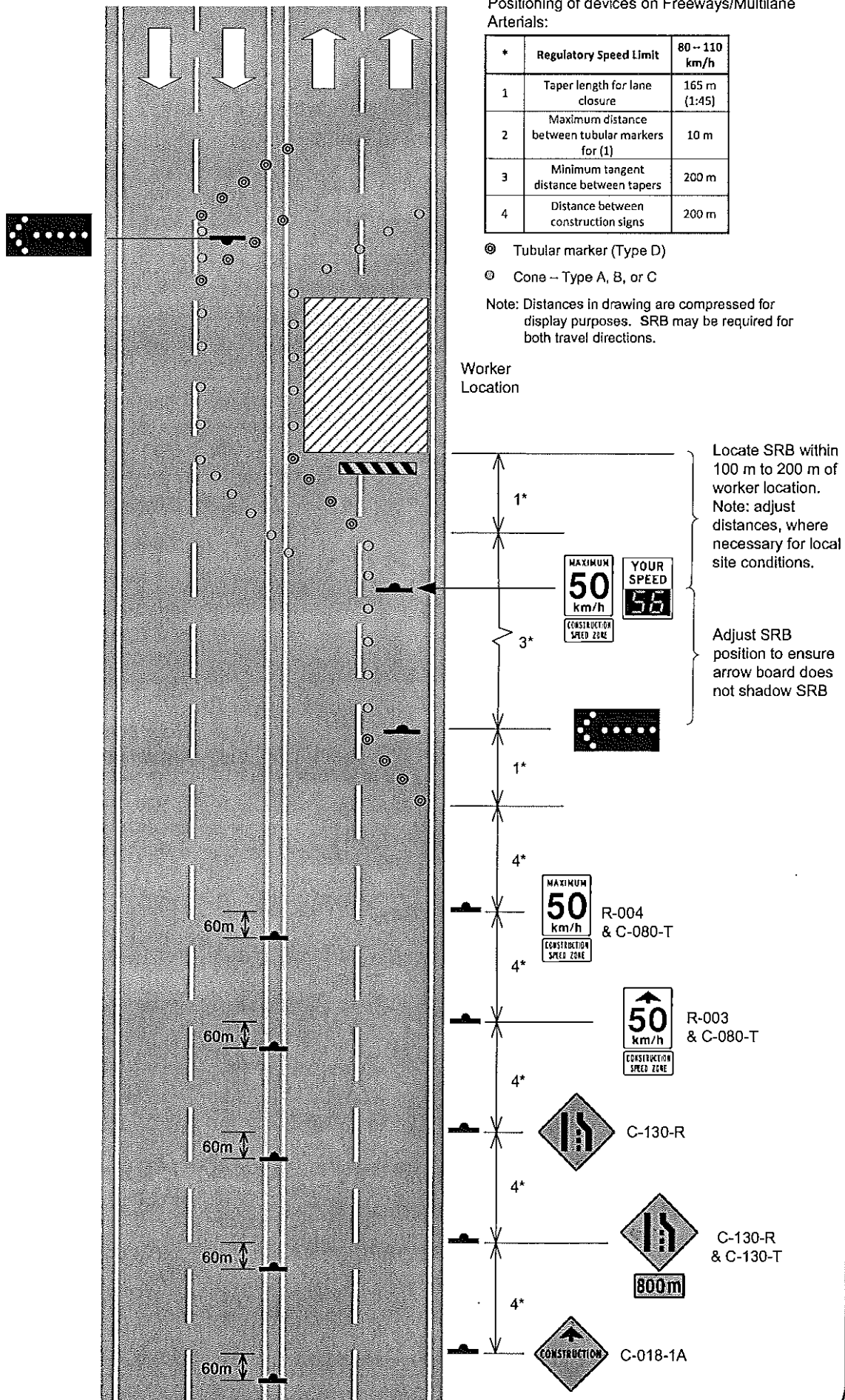
Figure 2: Freeway/Multilane Median Cross Over with Speed Reader Board (SRB)

Positioning of devices on Freeways/Multilane Arterials:

| * | Regulatory Speed Limit | 80 -- 110 km/h |
|---|--|----------------|
| 1 | Taper length for lane closure | 165 m (1:45) |
| 2 | Maximum distance between tubular markers for (1) | 10 m |
| 3 | Minimum tangent distance between tapers | 200 m |
| 4 | Distance between construction signs | 200 m |

- ⊙ Tubular marker (Type D)
- ⊙ Cone -- Type A, B, or C

Note: Distances in drawing are compressed for display purposes. SRB may be required for both travel directions.



Appendix – Resurfacing Traffic Management

Any incomplete or partial submissions will not be reviewed until the entire document is submitted. The time periods identified in SS 194.12 will start once the final document is submitted.

Definitions:

Active Work means workers and equipment are present on the Site.

Lane Closure(s) means one (or more than one) lane of traffic is closed to traffic use in one or all directions but the entire road is not closed to the passage of traffic.

Random Minor Traffic Interruption(s) means a very brief stoppage of traffic of no more than 2 minutes in one or both directions for construction activities such as allowing construction equipment to cross the highway.

Single Lane Alternating Traffic Operation Delay means the amount of time elapsed when a vehicle joins the back of the queue until it passes by the traffic control device (e.g. Traffic Control Person) to resume unimpeded flow.

The Traffic Management Plan (TMP) requires the following documentation:

- (a) Traffic Control Plan
- (b) Public Information Plan
- (c) Incident Management Plan
- (d) Implementation Plan

The TMP shall include, but not be limited to, the Contractor's detailed provisions for:

- Deviations to the traffic patterns or behaviour including all detours, lane shifts and drops, and construction speed zones;
- Site-specific factors affecting the generic signing layouts, including:
 - Highway/Roadway geometry;
 - Classification of traffic;
 - Local driving patterns; and
 - Any other relevant risk factors.
- Queue and delay control through major and minor intersections and Highway/Roadway geometry;
- Any additional information as requested by the Ministry Representative

The Public Information Plan shall include, but not be limited to the following:

- Provisions to ensure that emergency services (ambulance, fire, police) can be maintained in a timely and efficient manner.

Work Activity Requirements

- Where excavations are made adjacent to a traveled lane, causing a drop off which is or could be hazardous to public traffic, the Contractor shall either place CRB to separate the traffic from the hazard, or backfill the excavation with Select Granular Sub-base shaped to eliminate the hazard prior to the end of each shift.
- The Contractor shall establish temporary pavement markings prior to removing construction channelizing devices. Temporary pavement markings shall be provided in

accordance with Technical Circular T02-09 Temporary Pavement Markings which supersedes the Traffic Control Manual for Work on Roadways as well as Figure 7.44 in the Manual of Standard Traffic Signs and Pavement Markings in this area. A link to this Technical Circular is provided below:

http://www.th.gov.bc.ca/publications/Circulars/Current/T_Circ/2009/t02-09.pdf

- The Contractor shall supply and install the appropriate Idle Reduction Sign during daytime traffic stoppages at each stoppage zone or an approved alternative to discourage idling of engines. The P-081-Tb "Daylight Hours Only" tab shall be installed if traffic stoppages occur before or extend beyond daylight hours. Sign application and placement shall be in accordance with Technical Circular T08-08 Idle Reduction Signs and the link to this document is provided below:

http://www.th.gov.bc.ca/publications/Circulars/Current/T_Circ/2008/t08-08.pdf

This is an initiative by the Ministry to reduce greenhouse gas emissions from the Project. These signs are to be included in the Contractor's Traffic Management Plan and shown on Traffic Control Plans.

- The Contractor shall supply and install the "Barrier Removed" (C-069) signs in advance of construction zones on roadways where median and/or roadside barrier have been temporarily removed. When used in advance of the construction zone, the C-069 sign may be tabbed with the C-024 "FOR ____ km" sign that indicates the total distance covered by the construction project. On longer projects, confirmatory C-069 signs may be repeated at regular intervals, and/or at locations within the construction zone as specified by the Ministry Representative (in consultation with the Regional Traffic Engineer).
- A Flashing Arrow Board is required to be used whenever a lane drop is implemented on multilane roadways in accordance with Section 2.2.3.3 of the Traffic Control Manual.

The Flashing Arrow Board is not to be used in the directional arrow display mode when a single lane of traffic is shifted or diverted.

- The safety apparel and traffic control retro-reflectivity signs and devices referenced in the Traffic Control Manual for Work on Roadways (TCM) have been revised as per Technical Circular T09-05 Traffic Control Manual For Work On Roadways - Safety Apparel And Traffic Control Retroreflectivity Specifications which can be found at the following link:

http://www.th.gov.bc.ca/publications/Circulars/Current/T_Circ/2005/t09-05.pdf

SCHEDULE 4

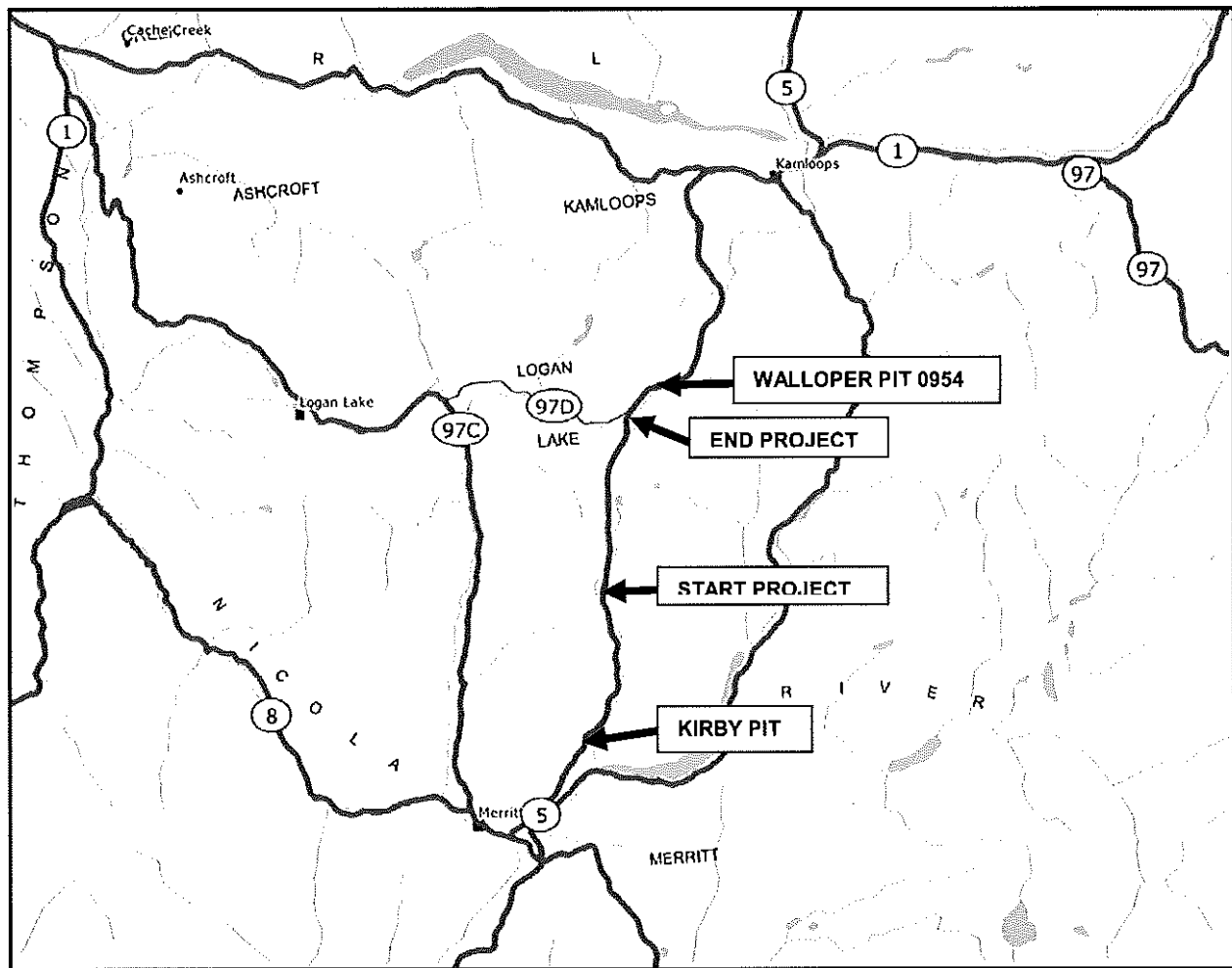
DRAWINGS

SCHEDULE 4 - DRAWINGS

**PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)**

The following Drawings form part of the Tender Document Package/Contract Document Package and apply to this Contract:

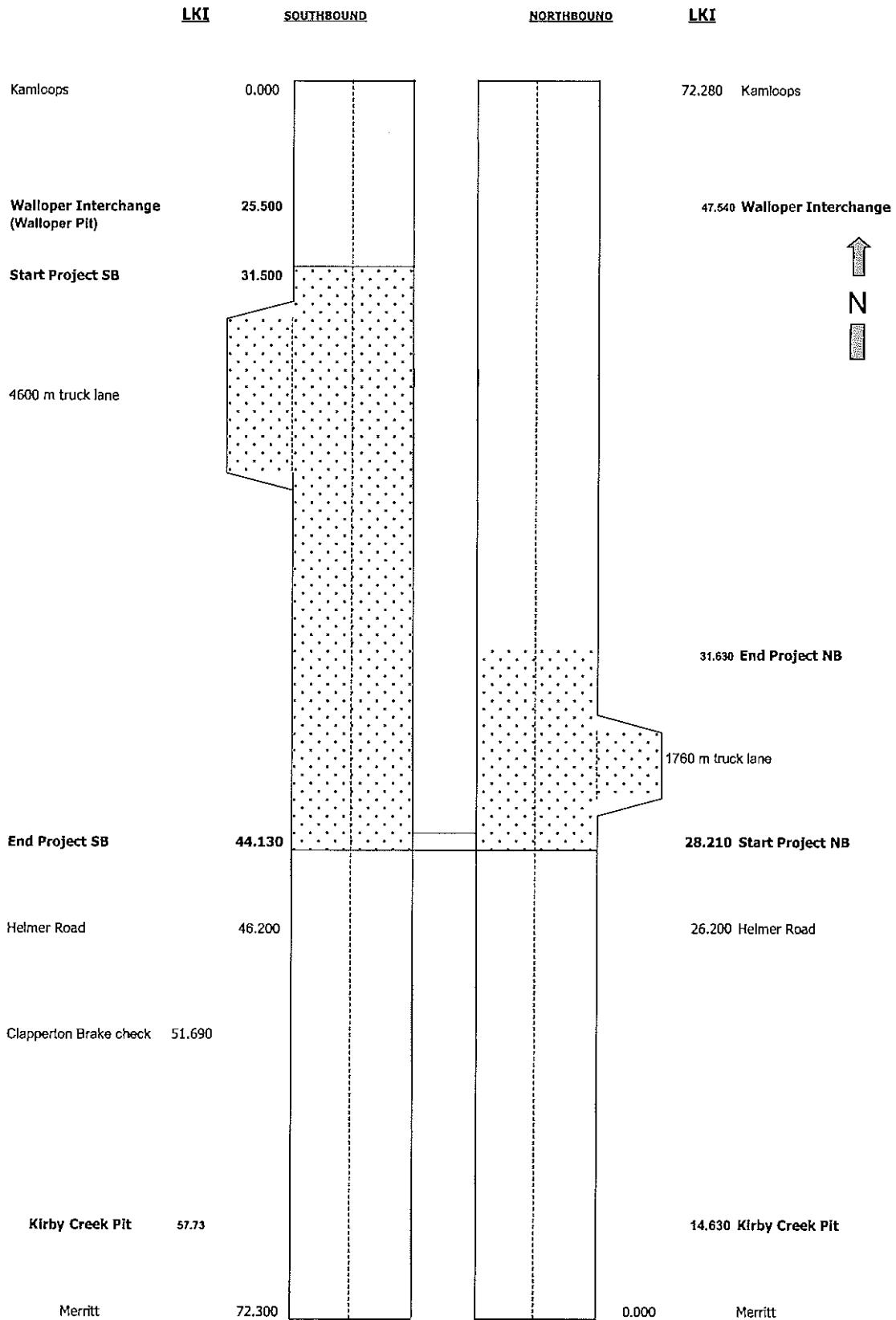
| Drawing Number | Drawing Title |
|-----------------------|---------------------------------------|
| | Project Location Map |
| | Strip Map |
| Figure 3 | Wallop Pit #0594 Pit Development Plan |



PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW
CREEK
(39.4 LANE KM)

PROJECT LOCATION MAP

PROJECT NO. 23821-0000
ASPHALT RESURFACING
HWY NO. 5, COQUIHALLA PHASE 2
HELMER CROSS OVER TO MEADOW CREEK
(39.4 LANE KILOMETRES)



SCHEDULE 5

TIME SCHEDULE

Schedule 5 – Time Schedule

PROJECT NO. 23281-0000
ASPHALT RESURFACING
HWY 5 COQUIHALLA, PHASE 2
HELMER MEDIAN CROSS OVER TO MEADOW CREEK
(39.4 LANE KM)

Milestone Dates:

For each Milestone listed below, the Contractor will complete, to the satisfaction of the Ministry Representative, all Work necessary to meet the applicable Acceptance Criteria, in accordance with the Contract, on or before the corresponding Milestone Date:

| <u>#</u> | <u>Milestone Description</u> | <u>Milestone Date</u> |
|----------|--|-----------------------|
| 1 | The production (in stockpile) of aggregate required for this Contract. | March 31, 2012 |

Completion Date:

The Contractor will complete construction of the Work to the satisfaction of the Ministry Representative on or before the Completion Date of **September 30, 2012**, as may be extended from time to time in accordance with the Contract.

SCHEDULE 6

INSURANCE



NOTICE TO CONTRACTORS ENSURING COMPLIANCE WITH INSURANCE, BONDS and WCB REQUIREMENTS

Major Works, Minor Works, Operational Services, Design Build Minor and Consulting Services Contracts General Information:

- Ensure the limits of your insurance are compliant with those noted in the RFP/Tender documentation.
- The ONLY acceptable Certificate of Insurance is a Ministry of Transportation and Infrastructure **Certificate of Insurance (H0111)**.
- BOTH pages of the **Ministry Certificate of Insurance** must be submitted and the form conditions on page one and two must **NOT** be altered or added to.
- Ensure that the effective award date of the Certificate of Insurance is the earlier of the date of contract award or contract start date.
- DO NOT add the Ministry of Transportation and Infrastructure as an Additional Insured on page 1 of the Certificate of Insurance, as the Ministry of Transportation and Infrastructure is an Additional Named Insured (as per the insurance specifications and page 2 of the Certificate of Insurance).
- Always examine your Ministry Certificate of Insurance for policy effective dates and expiry dates and renewal dates in relation to your contract.
- Ensure that the Certificate of Insurance includes all required information (name of Insurer, policy numbers, policy effective dates, expiry dates, policy limits, deductibles and aggregates).
- Double check all documentation to ensure that the project number and description are correct.
- Always give the sample Ministry of Transportation and Infrastructure **Certificate of Insurance**—again BOTH pages—the **Insurance Specifications, the Special Provisions and the Bond Specimens** in your tender document to your Insurance Broker as it enables him/her to produce documentation and pricing in accordance with the contract requirements.
- Ensure that Ministry Certificate is duly signed and are originals or certified copies.
- If Automobile Liability insurance is required in the Ministry Agreement one of the following must be provided:
 - duly completed H0111 form AND/OR
 - a completed APV47 (ICBC Form) OR
 - a completed APV250L (ICBC Form)

*Note: Combination of Primary ICBC insurance and other Excess insurance is acceptable but must be clearly evidenced. If the Certificate ONLY evidences private insurance coverage, evidence of mandatory ICBC coverage is required.

Major Works, Minor Works, Operational Service and Design Build Minor Contracts Only:

- Insurance requirements are found in BOTH Schedule 3- Special Provisions and Schedule 6- Insurance Specifications.
- Specimen Bonds are found in Schedule T2 Tender Securities Documents (INS261, INS262 or INS263) and Schedule 2 Contract Securities INS265. Please ensure the bonds provided match the specimen.

Please direct questions during an open competitive process to the Ministry contact noted in the RFP/Tender documents.
IF awarded the contract direct questions to the Corporate Insurance and Bonds Manager – (250) 387-7580

WCB

Workers' Compensation Board (WorkSafeBC) coverage is required.

- The general WCB of BC information site is <http://www.worksafebc.com/>
- Registration and insurance coverage can be completed online with details found at http://www.worksafebc.com/insurance/registering_for_coverage/register_with_worksafebc/default.asp. To report applicable payroll online, use http://www.worksafebc.com/online_services/reporting_and_remitting/default.asp
- Ensure that your premiums are paid so a clearance letter will be obtainable by the Ministry. For estimating your WorkSafe insurance costs, you may wish to consult the rate guide at http://www.worksafebc.com/insurance/premiums/rate_setting/default.asp.



PART 1

It is a condition of this contract that the Contractor shall, at the Contractor's expense, obtain and maintain insurance coverage in wording and in amounts as hereinafter specified. Such insurance shall remain in full force and effect until all conditions of the contract have been fully complied with and until acceptance by the Ministry of all works and appurtenances pertaining to the contract, of which these insurance specifications are a part. The wording, including the named insureds, under the insurance coverage may be modified to reflect the structure of the Contractor as a limited company, an individual, partnership, other entity or joint venture comprising the Contractor.

1. ISSUANCE OF INSURANCE

All insurance coverage shall be issued with insurers acceptable to the Ministry, and issued by companies licensed to transact business in the Province of British Columbia and Canada.

2. EVIDENCE OF COVERAGE

The Contractor shall file evidence of insurance issued to comply with the requirements outlined in these insurance specifications prior to starting work on the contract and before any payments are made under the contract.

Evidence shall be as follows:

- a) For all policies, except Automobile Liability, by way of a duly completed Ministry Certificate of Insurance (H0111), which will be considered to be part of this Schedule.
- b) For Automobile Liability insurance, either a duly executed I.C.B.C. APV47 or APV250L form, or a Ministry Certificate of Insurance.

The Contractor shall, upon request by the Ministry, file originals or signed, certified copies of all current policies and any endorsements necessary to comply with these insurance specifications and any other requirements outlined elsewhere in the contract. Failure to provide the required insurance may result in payments to the Contractor being withheld.

All documentation shall be filed with:

The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, BC V8W 9T5.

**NO OTHER CERTIFICATES OF INSURANCE
ARE ACCEPTABLE.**

Payments to the Contractor may be withheld and/or all work on the site of the contract may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the contract and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

3. THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **\$2,000,000.00 and \$2,000,000.00 IN THE ANNUAL AGGREGATE** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy shall indemnify the named insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work of the Contractor or the Ministry under this contract, anywhere within Canada and the United States of America. In addition to the above limits, such liability insurance shall also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

EXTENSION OF COVERAGE

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability and liability assumed by the Contractor in connection with and applicable to the contract.

EXCLUSIONS NOT PERMITTED

Claims arising out of the legal liability imposed upon the insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes of for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the insured under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the contract.

DEDUCTIBLES

A property damage deductible will be allowed for any one accident or per occurrence for up to **\$5,000.00** or **ONE PERCENT (1%)** of the contract amount, whichever is greater. Payment of any deductible shall be the responsibility of the Contractor.

A BODILY INJURY OR DEATH DEDUCTIBLE IS NOT ALLOWED

ADDITIONAL CONDITIONS

Each policy (except Automobile Liability Insurance) shall be endorsed as follows:

Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of **twelve (12)** months after the work has been completed, irrespective of the expiry date of the policy.

- 4. AUTOMOBILE LIABILITY INSURANCE**
IF any licensed vehicles are owned, leased, rented or used in the performance of this contract, then Automobile Liability coverage with inclusive limits of not less than **\$2,000,000.00** providing third party liability and accident benefits insurance must be provided for all these vehicles.
- 5. PROTECTION AND INDEMNITY INSURANCE**
IF vessels are operated in the course of the contract and are not covered under the general liability policy, then the Contractor shall provide Protection and Indemnity insurance applying to all vessels operated in the course of the contract with limits of not less than **\$2,000,000.00** for such vessels. Such Protection and Indemnity insurance shall include four-fourths collision liability insurance.
- 6. AIRCRAFT INSURANCE**
IF aircraft (including helicopters) are owned, leased, rented or used in the performance of this contract, then third party liability coverage with inclusive limits of not less than **\$5,000,000.00** must be provided.
- 7. EVIDENCE OF RENEWAL**
The Contractor shall furnish evidence of the renewal or extension of the required policy(s) by certified copy of a renewal certificate(s) or by endorsement(s) to the policy(s) which is to be received by The Corporate Insurance and Bonds Manager at least **thirty (30)** days prior to the expiry date of the policy.
- 8. NOTICE OF CANCELLATION, ETC.**
The required insurance shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to: **The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, BC V8W 9T5.**
- 9. USE AND OCCUPANCY**
Use and occupancy of the work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE MINISTRY UNDER THIS AGREEMENT.



CERTIFICATE OF INSURANCE

| | |
|---|--|
| Contracts/Leases/Agreements/Permits Number, Location and Description: | Brokers' Reference No. |
| | Award or Effective Date _____ (yyyy/mm/dd) |

INSURED Name _____
Business Address _____

BROKER Name _____
 Business Address _____

| Type of Insurance | Company and Policy Number | Policy Dates Effective | yyyy/mm/dd Expiry | Limits of Liability / Amounts |
|--|---------------------------|---------------------------|----------------------|--|
| Commercial General Liability (including Non-Owned Automobile Liability) | | | | Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible \$ _____ SIR |
| Additional Insureds: | | | | |
| Automobile Liability | | | | Bodily Injury and Property Damage \$ _____ Inclusive |
| Umbrella/Excess Liability | | | | \$ _____ Limits excess of \$ _____ General Liability excess of \$ _____ Automobile |
| <input type="checkbox"/> Builders Risk <input type="checkbox"/> Installation Floater <input type="checkbox"/> Other: | | | | \$ _____ Site \$ _____ Other Location \$ _____ Transit |
| Equipment Insurance | | | | \$ _____ Limit |
| Professional Liability Errors and Omissions | | | | \$ _____ Each Claim \$ _____ Aggregate \$ _____ Deductible |
| <input type="checkbox"/> Protection & Indemnity <input type="checkbox"/> Hull & Machinery <input type="checkbox"/> Builders Risk (Vessels) <input type="checkbox"/> Ship Repairers' Liability | | | | \$ _____ Limit \$ _____ Limit \$ _____ Limit \$ _____ Limit |
| Other: | | | | \$ _____ Limit |

Signature of person authorized to sign on behalf of Insurers
certifying Page 1 and Page 2 of this Certificate

Print or Type Name

Date (yyyy/mm/dd)

ADDITIONAL CONDITIONS ARE SHOWN ON PAGE 2 OF THIS CERTIFICATE OF INSURANCE

TRA-2012-00257
Page 152

Notwithstanding any other terms, conditions or exclusions elsewhere in the insurance policy(s), it is understood and agreed that the insurance policy(s) are extended to include insurance conditions as follows:

**CONDITIONS APPLICABLE TO:
COMMERCIAL GENERAL LIABILITY**

1. Additional Named Insured Clause for Ministry Contracts

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts, entered into between the Insured and the Additional Named Insured.

2. Extension of Coverage

Such liability insurance shall also include all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to the contract.

3. Cross Liability

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

4. Exclusions Not Permitted

If hazardous operations such as excavation, pile driving, shoring, blasting, underpinning, or demolition work or any other operation or work is to be performed by the Ministry or the Contractor, then this type of work or operation shall not be excluded from insurance coverage where such type of work or operation is to be performed by either party under the contract, subject to prior notification to the insurer by the Contractor.

Claims arising out of the legal liability imposed upon the Insured at common law and extended by Statute for bodily injury or death to employees of the Insured. However, exclusions applicable to liability imposed upon or assumed by the Insured under any Workers' Compensation Statutes or for assessment by any Workers' Compensation Board will be allowed.

Liability assumed by the Insured under contract with railroad companies for the use and operation of railway sidings or crossings.

5. Products and Completed Operations Hazard

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve (12) months after the contracted work has been completed (twenty four (24) months for Design Build Minor Contracts), irrespective of the expiry date of the policy.

**CONDITIONS APPLICABLE TO:
PROPERTY TYPE OF INSURANCE POLICIES
(WHERE IT IS A REQUIREMENT OF THE CONTRACT,
AGREEMENT, LEASE OR PERMIT)**

1. Additional Named Insured Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, is added as an Additional Named Insured.

2. Loss Payable Clause

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure.

3. Waiver of Subrogation

In the event of any physical loss or damage to the work or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure or any of the employees, servants or agents of the Minister.

**CONDITIONS APPLICABLE TO:
ALL POLICIES EXCEPT AUTOMOBILE LIABILITY INSURANCE
ISSUED BY I.C.B.C. AND PROFESSIONAL LIABILITY (E&O)
INSURANCE**

1. Cancellation

This policy shall not be cancelled, removed, reduced, materially changed or altered without thirty (30) days prior notice in writing by Registered Mail to:

**CORPORATE INSURANCE AND BONDS MANAGER
MINISTRY OF TRANSPORTATION & INFRASTRUCTURE
PO BOX 9850 STN PROV GOVT
VICTORIA BC V8W 9T5**

or

Ministry Representative, as noted in the contract.

**CONDITION APPLICABLE TO:
PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS
INSURANCE**

1. Cancellation

The required insurance shall not be cancelled, or endorsed to reduce limits of liability, without thirty (30) days notice in writing by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. V8W 9T5. Notification of the policy being endorsed to restrict coverage mid-term, must be provided in writing by Registered Mail to the same address, no later than the effective date of such change.

Issuance of this certificate shall not limit or restrict the right of the Ministry of Transportation and Infrastructure to request any time certified copies of any insurance policy(s).

SCHEDULE 7

APPROXIMATE QUANTITIES AND UNIT PRICES

Replacement: Replacement Date:

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No: 23281-0000

Project Name: ASPHALT RESURFACING HWY 5 COQUIHALLA PHASE 2, HELMER MEDIAN CROSS OVER TO MEADOW CREEK (39.4 LANE KM)

| Item# | Description of Work | Unit of Measure | Approx Quantity | Unit Price | Extended Amount |
|--------------|---|-----------------|-----------------|------------|-----------------|
| 01 | SECTION 1 - GENERAL | | | | |
| 01.01 | Mobilization | L.S. | 100% | L.S. | \$ |
| 01.02 | Quality Management | L.S. | 100% | L.S. | \$ |
| 02 | SECTION 2 - MISCELLANEOUS | | | | |
| 02.01 | Pavement Marking | L.S. | 100% | L.S. | \$ |
| 02.02 | Install C-035 and C-035 EOP Project Signs | L.S. | 100% | L.S. | \$ |
| 03 | SECTION 3 - PAVING | | | | |
| 03.01 | Site Modifications (See SP 3.01) | P.S. | \$25,000.00 | P.S. | \$25,000.00 |
| 03.02 | Supply Aggregates in Stockpile | | | | |
| 03.02.01 | 16 mm Asphalt Mix Aggregate | Tonne | 27,200 . | \$ | \$ |
| 03.03 | Concrete Roadside Barrier | | | | |
| 03.03.01 | Remove, Stockpile and Replace Concrete Roadside Barrier | Metre | 1,970 | \$ | \$ |
| 03.03.02 | Supply and Install W-054 Hazard Markers | Each | 4 | \$ | \$ |
| 03.03.03 | Supply and Install Barrier Reflectors | Each | 75 | \$ | \$ |
| 03.03.04 | Supply and Install Delineators Mounted on Perforated Square Galvanized Steel Tubing | Each | 225 | \$ | \$ |
| 03.04 | Cold Milling | | | | |
| 03.04.01 | Cold Mill 50mm Tie-ins | Square Metre | 900 | \$ | \$ |

Replacement: Replacement Date:

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No: 23281-0000

Project Name: ASPHALT RESURFACING HWY 5 COQUIHALLA PHASE 2, HELMER MEDIAN CROSS OVER TO MEADOW CREEK (39.4 LANE KM)

| Item# | Description of Work | Unit of Measure | Approx Quantity | Unit Price | Extended Amount |
|---------------------|---|-----------------|-----------------|------------|-----------------|
| 03.05 | Hot-in-Place Recycle | | | | |
| 03.05.01 | Hot-in-Place Recycled Asphalt Pavement | Square Metre | 142,800 | \$ _____ | \$ _____ |
| 03.05.02 | Asphalt Admix | Tonne | 900 | \$ _____ | \$ _____ |
| 03.05.03 | Supply 120-150 Type "A" Asphalt Cement with Antistrip | Tonne | 54 | \$ _____ | \$ _____ |
| 03.05.04 | Supply and Blend Rejuvenating Agent | Litre | 42,850 | \$ _____ | \$ _____ |
| 03.06 | Emulsified Primer and Tack Coat | | | | |
| 03.06.01 | Supply and Apply Emulsified Tack Coat | Litre | 48,750 | \$ _____ | \$ _____ |
| 03.07 | Asphalt Pavement | | | | |
| 03.07.01 | Asphalt Level Course | Tonne | 550 | \$ _____ | \$ _____ |
| 03.07.02 | Asphalt Pavement Top Lift | Tonne | 25,750 | \$ _____ | \$ _____ |
| 03.07.03 | EPS 502 and 515 Payment Adjustments (See SP 3.07.03) | P.S. | \$326,000.00 | P.S. | \$326,000.00 |
| 03.07.04 | Remove and Replace Integral Asphalt Curb | Metre | 5,175 | \$ _____ | \$ _____ |
| 03.07.05 | Remove and Replace Asphalt Spillways | Each | 77 | \$ _____ | \$ _____ |
| 03.08 | Shouldering | | | | |
| 03.08.01 | Place Blended Shoulder Aggregate | Cubic Metre | 2,250 | \$ _____ | \$ _____ |
| TENDER PRICE | | | | | \$ _____ |

Replacement: Replacement Date:

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No: 23281-0000

Project Name: ASPHALT RESURFACING HWY 5 COQUIHALLA PHASE 2, HELMER MEDIAN CROSS OVER TO MEADOW CREEK (39.4 LANE KM)

| Item# | Description of Work | Unit of Measure | Approx Quantity | Unit Price | Extended Amount |
|-------|--|-----------------|-----------------|------------|-----------------|
| | TOTAL TENDER COST (Tender Price plus Site Occupancy (if applicable)) | | | | \$ |

All dollar amounts are to be in Canadian Dollars. Do not include HST in any Unit Prices or Extended Amounts, or in the Tender Price or Total Tender Cost. The Ministry will pay any applicable HST under the Contract. Invoices / progress estimates under the Contract must show the calculation of any applicable HST as a separate line item.

Contractor's Name: _____

Address: _____

City: _____

Postal Code: _____

Phone: _____

Fax: _____

Date: _____

SCHEDULE 8

CONTRACT ADDENDA

Daily Dispatch Report

Supervisor Area: Weekend Patrol

[illegible]

Daily Dispatch Report

Supervisor Area: Merritt Roads Winter

[illegible]

| Material Usage | | Godey 580 | | Wallopers 594 | | Brodie 597 | | Junction 626 | | Kirby 619 | Helmner 616 | Peter Hp 566 | Dot 556 | Jenny's Flat 2470 | Rest Area Maintenance 380A | |
|----------------|------------------|---------------------|------------------|---------------------|------------------|---------------------|------------------|---------------------|------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|-------------------------------|--------------------------|
| Activity | Operator Name | 12 WAS Sand (m³) | 200 Salt (m³) | 12 WAS Sand (m³) | 200 Salt (m³) | 12 WAS Sand (m³) | 200 Salt (m³) | 12 WAS Sand (m³) | 200 Salt (m³) | 12 WAS Sand (m³) | 12 WAS Sand (m³) | 12 WAS Sand (m³) | 12 WAS Sand (m³) | 12 WAS Sand (m³) | | |
| | | | | | | | | | | | | | | | R0093 Nicola Lk BL | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | R0200 Clapperton BC | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | R0188 Clapperton CU | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | R0189 Hamilton Hill BC | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | R0182 Pete's Place | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | R0098 Stump Lake | <input type="checkbox"/> |
| | | | | | | | | | | | | | | | Geo-Melt | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | Brine | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | Total Sand | Total Salt |
| Total | | | | | | | | | | | | | | | | |

COMMENTS

Hired
Equipment

Job #

Activity Code

Sub-Contractor /
Hired Equip.

Unit # / Desc.

Weather

Time

Forecast

PPT

Temp

Temp at Start of Shift:

Snowing at start of shift: yes ☐ no ☐

6-4-12

Date

VSA HIGHWAY MAINTENANCE LTD.
Daily Dispatch Report for SHIFT 1 SWEEPING

FOXPED

Supervisor Area: Merritt Roads Summer

| <div>Top: Man</div> <div>Bottom: Unit</div> | | Job # | DE | DE | DE | | | | | | | | 1 Day | 06 04 2012 MM - DD - YR | | | | DJI #80 |
|---|---------------|---------------|----------|----------|------|-----|-----|-----|-----|-----|-----|-------|------------|----------------------------|----|---|----------|---------|
| | | Activity Code | 180 A | 440 K | 900A | | | | | | | | 2 Night | M = Meal Allowance | | | | |
| Employee | M.O. Class | Unit # | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Shift | RT | TH | DT | M | Comments | |
| S22 | | | | | | | | | | | | 1 | | | | | OFF | |
| | | | | | | | | | | | | 1 | | | | | | |
| S22 | E02 | G0030 | 12.5 | | | | | | | | | 1 | 10.5 | | | | Phase 1 | |
| | | | 10. | | | | | | | | | 1 | | | | | | |
| S22 | RF1 | R0064 | 9.0 | | 3.5 | | | | | | | 1 | 12.5 | | | | " | |
| | | G0037 | 8.0 | | 5 | | | | | | | 1 | | | | | | |
| S22 | E02 | S1334 | 10.5 | | | | | | | | | 1 | 10.5 | | | | " | |
| | | | 8 | | | | | | | | | | | | | | | |
| S22 | E02 | R0013 | 2 | | | | | | | | | 1 | 2.0 | | | | " | |
| | | | 1 | | | | | | | | | 1 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

DK

| SWEEPING STATS | | Actual Machine Hrs | Idle Hrs | Distance Swept | Comments | Job # | | | | | | | | | | MM - DD - YR | |
|----------------|----------------|--------------------|----------|----------------|------------|---------------|------------|----------|-----|-----|-----|-----|-----|-----|--|--------------|--|
| | | | | | | Activity Code | | | | | | | | | | | |
| | | | | | | Material Code | From Pit # | To Pit # | Qty | Qty | Qty | Qty | Qty | Qty | | | |
| Tanguay | G0037 R0064 | 8.0 | | 9 | RAINED OUT | | | | | | | | | | | | |
| Superior | G0033 | | | | | | | | | | | | | | | | |
| Elgin | G0030 | 10.0 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| AEL | H075H | 9.0 | | | | | | | | | | | | | | | |
| AEL | H019H | 9.0 | | | | | | | | | | | | | | | |

MATERIALS

| Task # | Activity | Area | Accomp. | Hwy # | Hwy Site # | Land Mark | Offsets | | CWR# (Office) |
|--------|----------|------|---------|-------|------------|-----------|---------|-----|---------------|
| | | | | | | | Start | End | |
| | 180 A | D8 | 9 Km | 5 1/2 | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Comments:

FIXED TIRE ON
G0037 THEN TRACKING
PROBLEM (TOO MUCH
WATER)

G0030 NIB ZOPKIOS

INSTALLED NEW Boom
G0029

Redo
2000P
A-1 Jan 2012

VSA HIGHWAY MAINTENANCE LTD.
Daily Dispatch Report

Supervisor Area: Bridge Sign RF2

FAKED

| | | | | | | | | | | | | | | | | | | |
|--------------|------------|---------------|-------|------|------|------|------|------|------|------|-----|--------------------|--------------|---------|----|---|---|---|
| Top: Man | | Job # | CME | | | | | | | | | | 1 Day | 0604 12 | | | | D |
| Bottom: Unit | | Activity Code | 28863 | A-8 | A-8 | G-8 | G-8 | B-8 | B-8 | B-8 | | 2 Night | MM - DD - YR | | | | | |
| | | | 780A | 220B | 200C | 515A | 900A | 440P | 440A | 440M | | M = Meal Allowance | | | | | | |
| Employee | M.O. Class | Unit # | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Shift | RT | TH | DT | M | Comments | |
| S22 | TSC | H0150 | | 3.0 | | | 6.37 | | | | | 1 | 9.37 | | | | Worked on Curbing at Aspen Grove Junction. Paper work etc. | |
| | | | | 1.0 | | | 2.0 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| S22 | TJB | S0144 | 4.0 | 2.0 | 3.87 | | | | | | | 1 | 9.37 | .5 | | | Fixed guard rail at Curbing at Junction. Hauled cattle guard to willow. | |
| | | | 2.0 | / | 3.0 | | | | | | | | | | | | | |
| S22 | TJB | H0153 | 4.0 | 2.0 | 3.87 | | | | | | | 1 | 9.37 | .5 | | | " | |
| | | | 1.0 | 1.0 | 1.5 | | | | | | | | | | | | | |
| S22 | RFI | | | | | | | 1.37 | 3.0 | 3.0 | | 1 | 9.37 | | | | Relocate 2 signs SCOPPA + SIGN Repair | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| S22 | SMW | S0117 | | | | | | 1.37 | 3.0 | 5.0 | | 1 | 9.37 | | | | STRAIGHTEN SIGNS #8 + INSTALL SIGNS | |
| | | | | | | | | 1 | 2.0 | 4.0 | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| S22 | BR2 | H0100 | | | | | 9.37 | | | | | 1 | 9.37 | | | | Washed Boudie Bridge East + West. | |
| | | | | | | | 3.0 | | | | | | | | | | | |
| S22 | E02 | S0090 | | | | | 9.37 | | | | | 1 | 9.37 | | | | " | |
| | | | | | | | 8.0 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| S22 | E01 | | 4.0 | 2.0 | 3.87 | | | | | | | 1 | 9.37 | .5 | | | Worked with Roger. | |

Blair

