



Ministry of Transportation

CONTRACT

**PROJECT NO. 16121-0008
ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND**

**Date of Contract: March 26, 2007
JJM Construction Ltd.
8218 River Way
Delta, BC V4G 1C4**

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PROJECT NO. 16121-0008
ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND

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CONTRACT

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This Contract

BETWEEN:

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

OF THE FIRST PART

AND:

THE CONTRACTOR as identified on the execution
page of this Contract

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 Province 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, it is a corporation within the meaning of the Business Corporations Act, duly organized and validly existing and legally entitled to carry on business in the Province of British Columbia and fully legally authorized, licensed and permitted to perform the Work and all necessary proceedings have been taken to authorize the execution and delivery of the Contract by the Contractor;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) the Contractor is not in breach of any law which might disqualify the Contractor from undertaking or completing the Work; and
- (f) 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 to 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 Contract 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 Contract 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, including by accessing the URL's or the Web sites set out in, the Contract Document Package, the Contract 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 this Contract.

GC 4.00 TERM

GC 4.01 The Term of the Contract shall commence on the date of the Award and shall end on the date on which all of the Contractor's obligations pursuant to GC 36.00 have been performed, save and except:

- (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 shall continue to remain in effect in accordance with the Contract.

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 notify the Ministry of the appointment of such replacement.

GC 7.00 *LEGAL RELATIONSHIP*

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 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 twenty-five thousand dollars (\$25,000) 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 Standard Form of Construction Contract Between Contractor and Subcontractor; or
- (b) the Canadian Standard Construction Subcontract (Long Version) CCA L-1, or (Short Version) CCA S-1; or
- (c) the BCCA 200 Construction 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 this 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 date 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 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 written 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
4C - 940 Blanshard Street
PO Box 9850 Stn Prov Govt
Victoria, B.C. V8W 9T5.

GC 16.00 COMMENCEMENT OF THE WORK

GC 16.01 Before commencing the Work the Contractor shall:

- (a) purchase and deliver the Bonds to the Ministry in accordance with the requirements in Schedule 2 – Contract Securities;
- (b) file with the Ministry originals or certified copies of all insurance policies and necessary endorsements to comply with the requirements contained in Schedule - 6 - Insurance;
- (c) 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

- (d) 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 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. The Contractor shall forthwith bring to the attention of the Ministry Representative any such error, inconsistency or omission immediately upon it coming to the Contractor's attention.

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, the Contractor shall, within three (3) days of detecting the error, inconsistency or omission, report any 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 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.

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 this Contract.

GC 20.05 An inspection by the Ministry Representative does not relieve the Contractor from any obligation to perform the Work in accordance with the requirements of 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 the Maintenance Specifications and 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 Standards Manual 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 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.

GC 29.04 The Contractor shall resume Work on the date specified by the Ministry Representative in a Resume Work Order.

GC 29.05 No Stop Work Order shall relieve the Contractor of any obligation of the Contractor under the Contract.

GC 29.06 A Stop Work Order shall not be treated as a Change to Work for the purposes of this Contract.

GC 30.00 SEASONAL SHUT-DOWN

GC 30.01 If the Work continues into the late fall or winter, or other such period as may be acceptable to the Ministry Representative, and the weather conditions are beginning to deteriorate, or have deteriorated, to the extent that the Contractor's performance of the Work may:

- (a) fail to meet the quality requirements and specifications of the Contract; or
- (b) pose an unwarranted risk to public safety;

the Contractor may submit a written request to the Ministry Representative for a State of Suspension.

GC 30.02 In response to a request from the Contractor pursuant to GC 30.01, or where the Ministry Representative believes that the anticipated weather conditions shall effectively prevent the Contractor from meeting the quality requirements and specifications of the Contract or believes that continued Work may pose an unwarranted risk to public safety, the Ministry Representative may issue a Stop Work Order to invoke a State of Suspension for such period as the Ministry Representative deems appropriate.

GC 30.03 A State of Suspension shall only be granted pursuant to GC 30.02 where the Ministry Representative anticipates that the weather may be poor for a period of twenty-eight (28) days or longer.

GC 30.04 Where the Ministry Representative issues a Stop Work Order to invoke a State of Suspension pursuant to GC 30.02, the Contractor shall immediately:

- (a) suspend Work, except such Work as necessary to protect the Work and the Site for the period of the State of Suspension;
- (b) bring the Site, all traffic control and safety measures, and all Disturbed Features to a condition satisfactory to the Ministry Representative;
- (c) arrange and pay for monitoring and response to address any routine maintenance services, except routine winter maintenance services, that are required on the Site for the duration of the State of Suspension, all in accordance with the terms of the Maintenance Specifications; and
- (d) comply with any additional and/or revised requirements or constraints that the Ministry Representative may deem appropriate under the conditions.

GC 30.05 During a State of Suspension, the Contractor shall not perform any Work other than that:

- (a) stated on the Stop Work Order; and
- (b) arising during the State of Suspension that is deemed by the Ministry Representative to have resulted from the incomplete Work or any Unacceptable Work.

GC 30.06 Notwithstanding any other provision of the Contract, a State of Suspension shall not entitle the Contractor to an Extension of Time or any other compensation.

GC 30.07 Unless the Ministry Representative deems otherwise, any payment of consideration under GC 33.02 that would otherwise accrue during the State of Suspension shall be waived.

GC 31.00 RESUME WORK ORDERS AND COMPENSATION

GC 31.01 The Contractor shall resume Work and the full responsibilities under the Contract on the date specified by the Ministry Representative in a Resume Work Order.

GC 31.02 The Contractor may claim compensation for impacts where such impacts resulted solely from a Stop Work Order in accordance with and subject to GC 42.00.

GC 32.00 PROVISIONAL SUM AND CONDITIONAL ITEMS

GC 32.01 The Contractor shall not proceed with any Work with respect to a Provisional Sum Item or a Conditional Item, nor be entitled to any payment for such Work, until the Ministry Representative has provided written authorization for the Contractor to proceed with such Work with respect to that Provisional Sum Item or Conditional Item, as the case may be.

GC 33.00 COMPLIANCE WITH THE TIME SCHEDULE

GC 33.01 The Contractor shall complete the Work in accordance with Schedule 5 - Time Schedule and any amendment thereto.

GC 33.02 If the Contractor fails to achieve completion of any specified portion of the Work on or before the corresponding Milestone Date or the Completion Date, then without limiting any other remedy available to the Ministry under the Contract, the Ministry Representative may elect to proceed with one or more of the following:

- (a) terminate the Contract;
- (b) where the Contractor has failed to achieve completion of the corresponding Work on or before a Milestone Date, require the Contractor to pay consideration in the amount specified in the Supplemental General Conditions as consideration for late completion for each day or part thereof between the specified Milestone Date and the actual date upon which the corresponding portion of the Work is completed;
- (c) where the Contractor has failed to complete the Work on or before the Completion Date, require the Contractor to pay consideration in the amount specified in the table below as consideration for late completion for each day or part thereof between the specified Completion Date and the Actual Completion Date;

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 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 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 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 (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 Manual 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 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 assess the Contractor's 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 49.04, 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.

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, 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, 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 actual 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) the compensation granted:
 - (i) shall not be more than eighty percent (80%) of the actual fixed expenses incurred with respect to the Major Item, less the actual fixed expenses recovered to date for the Major Item;
 - (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 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.

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 required to completely incorporate all the Items into the Work.

GC 46.02 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 46.03 The Ministry is not obligated to pay the Contractor for Unauthorized Work or Unacceptable Work.

GC 46.04 The Ministry certifies that the property and/or services ordered and purchased pursuant to the Contract are for the use of, and are being purchased by, the Ministry with Crown funds and therefore are not subject to the Federal Goods and Services Tax (GST).

GC 46.05 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 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 this Contract, 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 item 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 Item; and
 - (ii) an amount for small tool allowance, plus any other similar items which the Ministry Representative considers appropriate;
 - (iii) plus any 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: 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 plus ten percent (10%) in respect of the related costs and expenses described in GC 49.06;
- (c) for materials supplied: an amount equal to the actual cost of materials supplied by the Contractor at invoice cost (which includes all freight and express charges, all taxes, and all other costs incurred to supply the materials to the Site) plus ten percent (10%) in respect of the related costs and expenses described in GC 49.06;
- (d) Equipment:
 - (i) for All Found Equipment approved by the Ministry Representative prior to its use: an amount equal to the applicable Equipment Rental Rates as full payment and reimbursement for all fuel; oil; lubrication; repairs; maintenance; approved use of attachments; operator wages and benefits; and other costs incidental to owning and

operating the equipment plus fifteen percent (15%) of that amount to cover all costs related to such equipment and its operator;

- (ii) for all other equipment approved by the Ministry Representative prior to its use: an amount equal to the applicable Equipment Rental Rates (less operator) as full payment and reimbursement for all fuel; oil; lubrication; repairs; maintenance; and other costs incidental to owning and operating the equipment plus fifteen percent (15%) of that amount to cover all costs related to such equipment;
- (e) for preparatory work, provided the payment is preapproved in writing by the Ministry Representative prior to the preparatory work being performed: an amount equal to the actual costs of preparatory work performed by the Contractor including, without limitation, transportation of tools and equipment and the Contractor's personnel travel time (when personal travel time is included in a collective agreement) plus fifteen percent (15%) in respect of the related costs and expenses described in GC 49.06.

GC 49.04 When the cumulative entitlement to payment for Work performed on a Force Account Basis in accordance with GC 49.03 equals twenty-five percent (25%) of the Tender Price, then payment for all further entitlements for Work performed on a Force Account Basis shall be calculated in accordance with GC 49.05.

GC 49.05 For payment based on a Force Account Basis for Work performed after the day that the cumulative work-to-date value of such entitlements rises to an amount equal to twenty-five percent (25%) of the Tender Price:

- (a) the costs claimed shall be limited to those incurred on the Site;
- (b) the percentage indicated in GC 49.03(a)(iii) shall be reduced to twelve and one-half (12.5%);
- (c) the percentages indicated in GC 49.03(d)(i) and GC 49.03(d)(ii) shall be reduced to zero percent (0%); and
- (d) the percentage indicated in GC 49.03(e) shall be reduced to ten percent (10%).

GC 49.06 Unless otherwise provided for in the Contract, payment on a Force Account Basis represents complete payment and reimbursement for all impacts, related costs and expenses, including, without limitation: time; labour; materials; equipment; mobilization; subcontracting; overhead; profit; general supervision; occupational tax and any other Federal or Provincial revenue legislation; premiums for public liability and property damage insurance policies; bonding; for the use of all tools and equipment for which no specific rental payment provision exists; and for all costs incurred by the Contractor in supplying the materials.

GC 49.07 Standby and overtime are not compensable for Work paid on a Force Account Basis unless agreed to in advance by the Ministry Representative.

GC 49.08 The Contractor shall not be eligible for payment for any part of Force Account Basis Work that is not recorded in accounting records as to the resources and hours attributable to the specific Work.

GC 49.09 The accounting records shall not establish entitlement to compensation.

GC 50.00 *COMPENSATION FOR REIMBURSABLE DELAY*

GC 50.01 The Contractor may claim compensation for a Reimbursable Delay by:

- (a) not later than seven (7) days following the start of a Reimbursable Delay, giving written Notice to the Ministry Representative of the intention of the Contractor to make a claim together with detailed reasons for the claim;

- (b) notifying the Ministry Representative in writing as to its claim for compensation not later than seven (7) days after the Contractor's resumption of Work on the Project; and
- (c) not later than thirty (30) days after the resumption of Work, giving the Ministry Representative full written particulars of the nature and magnitude of the claim including, without limitation, the following claim documentation:
 - (i) a description of the basis for the Reimbursable Delay citing the specific provision of the Contract under which the claim is being brought;
 - (ii) a list of all equipment on the Site as a result of the Reimbursable Delay;
 - (iii) a list of any equipment moved to other locations during the Reimbursable Delay;
 - (iv) a list of the Contractor's supervisory staff at the Site before and after the Reimbursable Delay began and details of applicable pay rates;
 - (v) a schedule of equipment operator costs;
 - (vi) the most recent Construction Schedule prior to the Reimbursable Delay and the impact of the Reimbursable Delay thereon; and
 - (vii) any other documents requested by the Ministry Representative.

GC 50.02 If a Reimbursable Delay occurs and the Contractor complies with GC 50.01, the Ministry shall, subject to the terms of the Contract, pay the Contractor only the following direct costs which in the opinion of the Ministry Representative were necessarily and properly incurred and documented by the Contractor pursuant to GC 42.04:

- (a) costs of supervisory staff committed to the Project, excluding costs of time paid for greater than eight (8) hours in any one day and excluding costs for Saturdays, Sundays, and Holidays;
- (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) contiguous days only the number of work days in which the equipment was idle multiplied by the Bare Equipment Rates for such idle equipment, and
 - (B) for the twenty-second (22nd) contiguous day and all subsequent work days; 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, 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, not earlier than thirty (30) days after the completion of any progress estimate, make a progress payment to the Contractor.

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 52.05 Before the Ministry makes any progress payment, other than the first progress payment, the Contractor shall deliver to the Ministry a statutory declaration in the form as supplied by the Ministry attesting that the Contractor has paid in full on all accounts for labour, subcontracts, products, materials, construction machinery, equipment and all other indebtedness or obligation incurred by the Contractor in the performance of the Work as incurred up to the date of the previous progress payment.

GC 52.06 The Ministry shall accept a facsimile copy of each statutory declaration on condition that the Contractor delivers the original statutory declaration to the Ministry Representative within twenty-eight (28) days. If the Contractor fails to deliver the original statutory declaration within the specified time period, all subsequent progress payments shall be withheld until such time as the original statutory declaration is received by the Ministry Representative.

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 Contractor's acceptance of the final quantities, Notice of outstanding disputed Items and 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, 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, no portion of the security shall be released until the satisfaction of all conditions in GC 56.01.

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 format 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 Ministry Representative's written decision, provide the Ministry Representative with Notice of intent to pursue a Formal Claim.

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, file a written appeal to the Deputy Minister of Transportation (the "Deputy Minister") or refer the dispute directly to arbitration.

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) 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 of the Contract and has not corrected the failure, or is not, in the opinion of the Ministry Representative, diligently proceeding to correct the default, within the time period specified by the Ministry to correct the default, if any;
- (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 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) retain as a holdback any payment due to the Contractor under the Contract, including any sums currently being held-back by the Ministry;
- (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 as a holdback 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 as a holdback by the Ministry in accordance with GC 62.02(b) or GC 62.02(d), the subject funds shall continue to be held back 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 held back by the Ministry to the Contractor;
- (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 as a holdback 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 as a holdback in accordance with GC 62.02(b) or GC 62.02(d).

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 findings, data, specifications, drawings, working papers, reports, documents and 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.

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, 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 Manual; and
- (k) 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 of 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 jurisdiction of the courts of the Province of British Columbia in all matters related to the Contract.

GC 81.00 LIMITATIONS FOR CLAIMS

GC 81.01 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 81.02 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 this Contract.

IN WITNESS WHEREOF a duly authorized representative of the Minister of Transportation, on behalf of Her Majesty the Queen in Right of the Province of British Columbia, has hereunto set his or her hand and the common seal of the Contractor has been hereunto affixed in the presence of its duly authorized signatories in that behalf on the date set out below:

Project Number: 16121-0008 Contract ID Number: 16121MJ0008
Project ASPHALT SURFACING, MISCELLANEOUS SIDE ROAD PAVING,
Description: SALT SPRING ISLAND

Date of Contract: March 26, 2007

SIGNED on behalf of Her Majesty the Queen in
Right of the Province of British Columbia

Ministry of Transportation
Gregory Matisz, Manager Financial Services
7818 - 6th Street, Burnaby BC V3N 4N8

Phone: (604) 660-8040 Fax: (604) 660-8034

by a duly authorized representative of the Minister of
Transportation, this

_____ day of _____, 20_____,
in the presence of:

(Witness)

For the Minister of Transportation
G. Matisz, Mgr. Financial Services
(Name and Title)

THE common seal of:

JJM Construction Ltd.

(Name of Contractor)

8218 River Way

Delta, BC V4G 1C4

(Address)

604 946-0978

(Telephone)

604 946-9327

(Fax)

was hereunto affixed in this _____ day of _____
, 20_____, in the presence of:

(Witness)

C/S

Authorized Signatory for the Contractor

(Name and Title)

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SCHEDULE 1

GLOSSARY OF TERMS
&
SUPPLEMENTAL GENERAL
CONDITIONS

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 clarity, 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:

GC means General Conditions,

CT means Conditions of Tender,

SP means Special Provisions,

SS means Standard Specifications for Highway Construction,

SCT means Invitation to Tender - Supplemental Conditions of Tender,

SGC means Supplemental General Conditions.

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 therefor 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 clarity, 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 clarity, 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 Water, Land and Air Protection, 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 Person means the person 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 of Approximate Quantities and Unit Prices;

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

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

BC Bid Supplier Terms and Conditions means the terms and conditions of use that govern registration to receive electronic notification of information through the BC Bid eService, 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, and to be delivered by the Bidder as Bid Security in accordance with the Conditions of Tender;

Bidder means a person (including a partnership, joint venture or company) who submits a Tender to the Ministry in accordance with the Conditions of Tender;

Bid Security 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, as required by the Contract, each in the form set out in the Schedule to the Contract entitled "Contract Securities";

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c.45;

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 not foreseen by the Contractor and which would not be reasonably foreseeable by a reasonably experienced contractor who, 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 Contract 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 clarity, 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;

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 the Schedule to the Contract entitled “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 the Schedule of 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 contract to be entered into by the Ministry and by the Bidder who is given the Award to perform the Work, including for greater clarity, the General 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 clarity, the General 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, as specified in the Contract, as it may be adjusted from time to time pursuant to the Contract;

Contract Specific Reference Documents means the documents, listed in the Schedule entitled "Contract 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, including without limitation, as-built Drawings, geotechnical reports, borehole test logs and geotechnical and survey information relating to the Site;

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

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 in relation to a Design Build Minor Project, means the compendium of drawings, plans, calculations, specifications and other Project Material produced by the Designer to define the Work 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 Specifications means the Standard Specifications as amended to make them suitable for a Design Build Minor Project as published by the Ministry;

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

Design/Construct means Design/Build;

Design Schedule in regard to a Design Build Minor Project 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, or
- (e) environmental services;

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) manufactured Portland cement concrete, where delivered by the Supplier using its own trucks, or
- (e) plastic, steel or concrete pipe;

Designer in regard to a Design Build Minor Project 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;

Dispute means a difference between the Contractor and Ministry pursuant to Minor Works GC 16.01;

Disqualification means a decision by the Ministry to exclude a Tender, including for clarity, 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, and existing roads to and within the Site;

Drawings means the drawings as set out in the Schedule to the Contract entitled "Drawings";

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

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;

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; 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 of 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 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 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", "Design Build Minor General Conditions", or "Operational Services Contract", 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", "Design Build Minor General Conditions", or "Operational Services Contract", 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 Management 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:

- (a) Standard Specifications,
- (b) Traffic Control Manual for Work on Roadways,
- (c) Maintenance Specifications Manual,
- (d) Manual of Standard Traffic Signs and Pavement Markings (September 2000),
- (e) Traffic Management Guidelines for Work on Roadways (September 2001),
- (f) Manual of Control of Erosion and Shallow Slope Movement (August 1997),
- (g) Ministry of Transportation Recognized Products List (current version),
- (h) Manual of Test Procedures for Paving Material and Mixes (1993),
- (i) Manual of Test Procedures for Soils and Mineral Aggregates (May 2001),
- (j) Equipment Rental Rate Guide (current edition, available only from the B.C. Road Builders and Heavy Construction Association);

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 or Design Build Minor GC 54.01;

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

Insurance Specifications means the insurance specifications attached to the Contract in the Schedule to the Contract entitled "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 the Schedule of 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;

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 the Special Provisions or the Drawings, or both as the case may be;

Lump Sum Item means an Item identified in the Schedule of 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 Manual means the manual published by the Ministry and titled "Maintenance Contracts – Maintenance Specifications (February 2003), or "Maintenance Services

Manual: Standards for Road and Bridge Maintenance Services (June 28, 1996 revision)", as applicable, in effect between the Ministry and the applicable maintenance contractor, as it may be amended or replaced by the Ministry from time to time by written notice to the Contractor;

Maintenance Specifications has the same meaning as ascribed to it in the Maintenance Specifications Manual;

Major Item means an item that,

- (a) is not a Provisional Sum Item or Conditional 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 the Schedule of 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 the Schedule to the Contract entitled "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 the Special Provisions;

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

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 Contract means the General Conditions set out in the document having the title "Operation Services Contract";

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

Performance Security means the Bonds and all other securities provided by the Contractor as specified in the Contract, to guarantee the Contractor's performance of its contractual obligations under the Contract;

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

Project Material in regard to a Design Build Minor Project 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 in relation to a Design Build Minor Project, means the first overall project time schedule, including the Design Schedule 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 the Schedule of 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 in regard to a Design Build Minor Project 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 in regard to a Design Build Minor Project means operational techniques and activities that are used to fulfill requirements for quality;

Quality Management Plan in regard to a Design Build Minor Project means the plan of the same name as described in the Contract;

Quality Manager in regard to a Design Build Minor Project 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;

Revision means,

- (a) in the case of a Tender delivered using the Hard Copy Delivery Method, an amendment, which may include one or more changes, made by the Bidder to its Tender in accordance with CT9, and
- (b) in the case of a Tender delivered using the BC Bid eService Delivery Method, means an amendment, which may include one or more changes, made by the Bidder to its Tender and delivered in the form of a replacement amended Tender in accordance with CT9, and

delivered by the Bidder in compliance with the Conditions of Tender, as such compliance shall be determined by the Ministry in accordance with the Conditions of Tender;

Sales Tax means any federal or British Columbia tax arising from the provision or sale of either goods or services, or both;

Schedule means any schedule which forms a schedule to the Contract;

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 to the Contract,
- (b) in regard to the Contract, the Schedule of Approximate Quantities and Unit Prices set out in Schedule 7 to the Contract;

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 the Special Provisions;

Special Provisions means the terms set out within the Schedule to the Contract entitled “Special Provisions” and, for greater clarity, includes the Appendices to that Schedule;

Standards in regard to a Design Build Minor Project means the compendium of the design requirements, specifications, and other technical reference documents set out in the Tender Document Package, 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 the 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 Major Works or Design Build Minor, means Ministry form H0177 “Work Order/Supplemental Agreement”, and in the case of a Minor Works or Operational Services Contract, means Ministry form H0462 “Amending 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 in compliance with the Conditions of Tender, and for greater clarity, includes any and all Revisions and other documents, including the Bid Security, delivered in compliance with the Conditions of Tender, as such compliance shall be determined by the Ministry in accordance with 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 Contract Specific Reference Documents, the Contract, including for greater clarity, 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 the Schedule of 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 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, Design Build Minor GC 4.00, or Minor Works GC 3.01;

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, 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;

Traffic Control Manual for Work on Roadways means the manual published by the Ministry of Transportation 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 23.01 or Design Build Minor GC 32.02;

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.C. 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 terms and conditions of the Contract;

Workers Compensation Act means *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,
- (iv) a Ministry's instruction, or
- (v) 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.

MAJOR WORKS
SUPPLEMENTAL GENERAL CONDITIONS

PROJECT NO. 16121-0008
ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND

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.”

SCHEDULE 2

CONTRACT SECURITIES



FOR MAJOR WORKS, MINOR WORKS 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 Performance Securities must be included in the Contract Price because in no event will the Ministry be responsible for or pay for any such costs, including without limitation 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 Performance 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 Performance Security 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.

SPECIMEN

PERFORMANCE BOND

NO. _____

\$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ **(CONTRACTOR'S 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, as Obligor, hereinafter called the Obligor, in the amount of _____ Dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligor, dated the _____ day of **(DATE OF AWARD)** 20____ for **(DESCRIBE CONTRACT)** _____ which Contract Documents are by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) Whenever the Principal shall be, and declared by the Obligor to be, in default under the contract, the Surety shall
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands, and the Obligor directs the Surety to undertake the completion of the work, complete the work in accordance with the contract provided that a contract is entered into for the completion of the work
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Obligor,
 - (c) if the work is taken out of the Principal's hands and the Obligor, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Obligor under the contract,
 - (d) be liable for and pay all the excess costs of completion of the contract, and
 - (e) not be entitled to any contract moneys earned by the Principal, up to the date of Principal's default on the contract and any holdbacks relating to such earned contract moneys held by the Obligor, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the contract to the satisfaction of the Obligor, any contract moneys earned by the Principal or holdbacks related thereto held by the Obligor may be paid to the Surety by the Obligor.
- (2) The Surety shall not be liable for a greater sum than the amount specified in this Bond.
- (3) No suit or action shall be instituted by the Obligor herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the contract is payable.

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

SEAL

For the Surety Attorney-in-fact

SEAL

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, 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 _____ **(DESCRIBE CONTRACT)** _____ 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.

2. The Principal and the Surety, hereby jointly and severally agree with the Oblige, that every Claimant who has not been paid as provided for under the terms of their contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal.
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the contract, including work performed under the guarantees provided in the contract.
 - (c) other than in a Court of competent jurisdiction in a Province or Territory of Canada in which the subject matter of the contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.
5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the contract, whether or not claim for the amount of such lien be presented under and against this Bond.

6. The Surety shall not be liable for a greater sum than the specified penalty 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

SEAL

For the Surety Attorney-in-fact

SEAL

SCHEDULE 3

SPECIAL PROVISIONS
&
APPENDICES

PROJECT NO. 16121-0008
ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND

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SCHEDULE 3 - SPECIAL PROVISIONS AND APPENDICES

PROJECT NO. 16121-0008

ASPHALT SURFACING

MISCELLANEOUS SIDE ROAD PAVING

SALT SPRING ISLAND

SPECIAL PROVISIONS

SECTION 1 GENERAL

1.01 Interpretation

Contractor is advised that there have been some changes to the Major Works General Conditions.

Cross-reference abbreviations are defined in the Glossary of Terms.

Any reference to the Ministry of Transportation and Highways shall mean the Ministry of Transportation.

Any reference to the Ministry of Environment, MELP or MoELP shall mean the Ministry of Water, Land and Air Protection or the Ministry of Sustainable Resource Management as applicable.

The Transportation Act has been passed effective December 31, 2004 as the substantial replacement or consolidation of the following Acts:

Highway Act;

Ministry of Transportation and Highways Act;

Highway Scenic Improvement Act; and

Build BC Act.

1.02 Standard Specifications

The 2006 Standard Specifications for Highway Construction applies to this Contract.

1.03 Amendments to the 2006 Standard Specifications for Highway Construction

The following Sections of the 2006 Standard Specifications for Highway Construction are amended. All text changed or added since the 2006 edition are underlined.

SECTION 145: GENERAL REQUIREMENTS FOR HIGHWAY, BRIDGE AND MARINE CONSTRUCTION

Issued Date: December 14, 2006

SS 145.15 Materials Supplied by the Contractor is amended by adding the following paragraphs at the end of the section:

The Ministry has reviewed a number of products for use in highway applications and publishes a "Recognized Products List", indicating which products are considered generally acceptable for particular purposes. Contractors are encouraged to review the list to aid in determining which products they will supply, but are cautioned that the products listed, although generally acceptable, may not meet Contract-specific specifications.

The categories "Proven", "Tentative", or "Approved" in the Recognized Products List are an indication of the product's record of use and purpose. Products in any

category are “recognized” and may be used as long as the product meets Contract-specific specifications.

Unless so specified in the Contract, materials provided are not required to be amongst those on the Recognized Products List.

The Recognized Products list is available on-line at:

http://www.th.gov.bc.ca/publications/eng_publications/geotech/Recognized_Products_Book.pdf

SECTION 200: CLEARING AND GRUBBING

Issued Date: December 14, 2006

SS 200.01 Clearing, first sentence of the last paragraph is amended to read:

The area to be cleared shall include those areas required for the highway right-of-way, Ministry-provided borrow pits and quarry sites, Ministry or Crown gravel pits and access roads thereto, if ordered by the Ministry Representative; off-take ditches or other drainage ditches and channels for stream diversions either within or without the right-of-way; clearing of debris in streams as indicated on the Drawings, or as directed by the Ministry Representative within the Site; foundations for structures and the right-of-way as shown on the Drawings, or as directed by the Ministry Representative, for intersecting public and private road approaches or diversions of same outside the main highway right-of-way.

SECTION 201: ROADWAY DRAINAGE AND EXCAVATION

Issued Date: December 14, 2006

SS 201.01 General is amended to read:

Roadway and Drainage Excavation shall include all excavation and the construction of all embankments required for the formation of the roadbed, parking areas and look-outs; excavation for any drainage ditch, off-take ditch or channel for stream diversion within or outside the right-of-way; removal of surcharge material, topsoil and organic waste material from the roadway, and of topsoil and unsuitable overburden from any Ministry-provided borrow pit or any Ministry or Crown gravel pit, and disposal of same, as may be directed by the Ministry Representative; excavation of materials below grade; excavation of borrow pits; the grading necessary to construct any frontage road, gravel pit access road, borrow pit access road or any other access road, public or private, either within or outside the right-of-way, only to Ministry-provided sources, as may be ordered by the Ministry Representative; the grading of connections to intersecting roads, public or private, either within or outside the right-of-way; the hauling and disposal of all excavated material, and the trimming and shaping of all excavations and embankments.

SS 201.44 Borrow, first paragraph is amended to read:

Borrow shall consist of the excavation and disposal, as directed by the Ministry Representative, of suitable and satisfactory material obtained from borrow pits, approved and measured by the Ministry Representative, for the construction of embankments, subgrade or shoulders. The widening of roadway cuts and ditches or other material sources within the Site will not be considered as borrow.

The following subsections are added:

SS 201.44.01 - Ministry-Provided Borrow Sources: Borrow pits may only be opened at sites approved by the Ministry Representative. The Ministry will formally arrange for securing the sites and the right-of-way thereto and will pay the cost of compensation, royalties and fencing, where required, borrow pit development, and all other expenses in connection therewith except the cost of maintenance of access

roads. This, however, shall not be interpreted as relieving the Contractor of any responsibility for damage to person and property.

Borrow pits shall be so excavated that they will drain to the nearest natural outlet, or to an outlet designated by the Ministry Representative. Side slopes of borrow pits in all cases shall be dressed to such slopes as the Ministry Representative may direct.

SS 201.44.02 - Contractor-Provided Borrow Sources: The Contractor shall be responsible for providing one or more sources of materials, meeting applicable Contract specifications, and for the development, permitting, royalties, access road construction and maintenance, haul, and all other things associated with provision and use of such Contractor-provided borrow sources."

SS 201.81 Borrow is amended by adding the following last sentence:

For Contractor-provided borrow sources, the survey will be conducted after source development, including removal of stripping and overburden, is complete.

SS 201.92 Excavation is amended by adding the following last paragraph:

Payment for access road construction will be made, only to Ministry pits or quarries where explicitly specified in the Special Provisions, at the Unit Price per cubic metre for the various types of materials excavated. In any other case, access road construction is incidental to the Work and will not be paid separately.

SECTION 202: GRANULAR SURFACING, BASE AND SUB-BASES

Issued Date: December 14, 2006

Table 202-C Aggregate Gradations is amended to read:

TABLE 202-C - AGGREGATE GRADATIONS

SIEVE SIZE	Percent Passing (%) Sieve Size							
	Surfacing Aggregate s	25 mm Base Course			Sub-Base Aggregates			Bridge End Fill
(mm)	HFSA	WGB	IGB	OGB	SGSB	IGSB	OGSB	BEF
75	---	---	---	---	100	100	100	100
50	---	---	---	---	---	55 – 100	70 – 100	30 – 100
37.5	---	---	---	---	---	40 – 80	50 – 85	---
25	100	100	100	100	---	---	---	---
19	85 – 100	80 – 100	65 – 100	75 – 100	15 – 100	17 – 40	15 – 55	20 – 100
9.5	60 – 85	50 – 85	30 – 70	30 – 65	0 – 100	---	---	---
6.3	---	---	---	---	---	---	0 – 20	---
4.75	40 – 70	35 – 70	15 – 40	5 – 30	---	---	---	10 – 60
2.36	---	25 – 50	10 – 30	0 – 10	---	10 – 25	0 – 10	---
1.18	20 – 50	15 – 35	---	---	---	---	---	6 – 32
0.600	---	---	---	---	0 – 100	---	---	---
0.300	10 – 30	5 – 20	5 – 15	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

SS 202.07 Source of Supply, second paragraph is amended to read:

The Ministry will provide those gravel pits or quarries and the right-of-way to those pits or quarries and will pay the cost of royalties and fencing. The cost of constructing and maintaining access roads shall be considered as part of the cost of producing the construction aggregates and shall be payable by the Contractor. The Ministry will exercise its best judgement in the selection of the pit or quarry sites; however, the failure of the pit or quarry to yield materials of uniform quality shall not constitute grounds for a claim by the Contractor against the Ministry.

SS 202.32.01 is amended to read:

Unless explicitly stated otherwise in the Special Provisions, no separate payment will be made for clearing, grubbing, disposal or relocation of stockpiles, debris or contaminated materials, or for any other costs of site preparation, pit development, or access, or for any delay or other cost arising from the use of Ministry-provided pits or quarries by the Contractor, and all costs thereof shall be covered in the prices for the Items under which payment is provided for the applicable materials.

SS 202.32.02 is deleted.

SECTION 204: ROCK CUTS

Issued Date: December 14, 2006

SS 204.82 Excavation Backslope (Smooth Wall) is amended to read:

The excavation backslope will be measured by the SQUARE METRE only where the height of the cut exceeds 2 m, and shall be measured over the entire height of such cuts. Measurement will apply to the condition of the slope prior to scaling. Measurement for payment, including measurement of smooth wall surface area, hole deviation and slope deviation, will be conducted by the Ministry.

SS 204.92 Excavation Backslope (Smooth Wall) is amended by adding the following last paragraph:

Where there is no Excavation Backslope (Smooth Wall) Item in Schedule 7, the Excavation Backslope (Smooth Wall) Work shall be performed incidental to Type A Excavation.

SECTION 303: CULVERTS

Issued Date: February 01, 2006

Section 303 is amended in its entirety and is attached to these Special Provisions.

SECTION 317: P.E. PLASTIC DRAINAGE PIPE

Issued Date: February 01, 2006

Section 317 is amended in its entirety and is attached to these Special Provisions.

SECTION 320: CORRUGATED STEEL PIPE

Issued Date: February 01, 2006

Section 320 is amended in its entirety and is attached to these Special Provisions.

SECTION 321: TRAFFIC PAINT

Issued Date: December 14, 2006

SS 321.04 (f) (ii) Colour is amended to read:

ii) Yellow paint shall conform to the a-b colour box for traffic paint using the L*a*b* colour coordinate system.

SECTION 501: HOT MIXED ASPHALT PAVEMENT

Issued Date: December 14, 2006

Appendix C: Schedule of Monetary Adjustments item no 7 "Surplus Aggregate in Stockpile - Type 1" reference to 501.15.01 is amended to read:

501.15.04

(Note that the "Statement of Fixed Unit Price Items H0038A (2006/03/10)" is revised to reflect that change)

SECTION 502: EPS END PRODUCT SPECIFICATION FOR ASPHALT PAVEMENT CONSTRUCTION

Issued Date: December 14, 2006

SS 502.31 General is amended by replacing the first sentence in the second paragraph with the following:

Unless requested otherwise by the Contractor in writing in advance of mix production, the first 1,000 tonnes of asphalt mix production and placement shall not be subject to the bonus/penalty payment adjustments. Regardless of the Contractor's choice with respect to the payment adjustments for the first 1,000 tonnes, the rejection limits for each and every characteristic will apply to that mix.

SECTION 635: ELECTRICAL AND SIGNING

Issued Date: February 01, 2007

SS 635.25 Overhead Signs, first paragraph a) is amended to read:

- a) small overhead sheet aluminium or plywood signs are 1200 mm x 900 mm or smaller;

The sixth paragraph, "All horizontal supports and signs shall be level and vertical supports plumb." is deleted.

SS 635.26 Breakaway Sign Structures, eighth paragraph is amended in its entirety to read:

Plywood signs shall be installed with wood battens on the breakaway sign columns to support the signs. Wood battens shall be 4" x 6" Douglas Fir/Larch, No. 1 Grade, and pressure treated, surfaced four sides, in complete lengths without splices. Battens shall be straight and free of cracks.

The ninth paragraph is amended to read:

All pressure treated wood battens shall be pressure treated in accordance with CSA Standard O80.2 "Preservative Treatment of Lumber, Timber, Bridge Ties, and Mine Ties by Pressure Processes".

The tenth paragraph, "Signs shall not be installed until the paint on the battens has completely dried." is deleted.

SS 635.27 Wood Post Sign Structures, first sentence in the fourth paragraph is amended to read:

Wood posts shall be Douglas Fir/Larch, No. 1 Grade and pressure treated, surfaced four sides, and shall be supplied in complete lengths without splices.

The fifth paragraph is amended to read:

All pressure treated wood posts and battens shall be pressure treated in accordance with CSA Standard O80.2 "Preservative Treatment of Lumber, Timber, Bridge Ties, and Mine Ties by Pressure Processes".

The sixth and tenth paragraphs are deleted.

The third sentence in the thirteenth paragraph is amended to read:

Wood battens shall be Douglas Fir/Larch, No. 1 Grade and pressure treated, surfaced four sides, and shall be supplied in complete lengths without splices.

The fourteenth paragraph is deleted.

SS 635.28 Perforated Square Steel Sign Post Structures, second paragraph is amended to read:

Sign posts shall be perforated square steel tubing. The perforated square steel tubing will be required in different outside dimensions as noted on the Drawings. The perforated square steel tubing shall be formed from 12 gauge hot rolled steel, conforming to ASTM Specification A-1011 Grade 50. The tubing shall be hot dipped galvanized conforming to ASTM Specification A-653, Designation G-90, or CSA Specification G164.

SS 635.29 Round Steel Sign Post Structures, first two sentences of the third paragraph are amended to read:

Posts and pipe sleeves shall be round Schedule 40 steel pipe conforming to ASTM Specification A 53, Grade A or B, Type E or S. The pipe shall be hot dipped galvanized in accordance with CSA Specification G164.

SECTION 941: PRECAST REINFORCED CONCRETE BARRIERS

Issued Date: December 14, 2006

No Post Barrier Anchoring Hardware, SP 941-04.01.01 drawing notation number 2 is amended to read:

2. Prior to delivery, exposed surfaces of connections shall be prepared for and given a heavy application of corrosion resistant coating.

1.04 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.

1.05 Limited Fiscal Funds

The Work on this Project is subject to the availability of funds.

1.06 Insurance

The Contractor shall comply with the insurance requirements as described in the Insurance Specifications – Major Works Contracts – INS152, Part 1.

The Contractor shall obtain, maintain and provide evidence of "ALL RISK" insurance coverage, satisfactory to the Ministry, covering all equipment owned, rented, or leased, or for which the Contractor may be responsible. The insurance policy must 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.

1.07 Location of the Site

All sites are located on Salt Spring Island, British Columbia at the following locations:

- Robinson Road
- Walker Hook Road
- Churchill Road
- Rainbow Road
- Quebec Drive
- Sunset Drive
- Cusheon Lake Road
- Rourke Road
- Beddis Road
- North End Road
- Stark's Road

All roadway locations are shown on Drawing 1:Location Map and are for information purposes only. The final determination of start and stop locations will be determined by the Ministry Representative.

1.08 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:

- Quality Management
- Traffic Management/Control
- Provisional Sum, Site Modifications
- Asphalt Mix Aggregate Production
- Asphalt Mix Design
- Tack Coat
- Asphalt Level Course and Asphalt Pavement
- Shouldering

1.09 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.

1.10 Mobilization

Mobilization will be in accordance with SS 145.08.

1.11 Hours of Work

The Contractor shall comply with all of the applicable bylaws of the Capital Regional District as indicated in Bylaw No. 3378 (September 2006): Noise Abatement Bylaw as a potential impact to the Contractors schedule.

The Contractor shall limit hours of work to a maximum of ten hours per day unless prior written approval is obtained from the Ministry's Representative.

Other than emergency work and/or work required for the safety and convenience of public traffic:

Work will not be permitted on Sundays and Statutory Holidays. If the Statutory Holiday falls on a Friday, work will not be permitted from the preceding Thursday afternoon to the following Monday. If the Statutory Holiday falls on a Monday, work will not be permitted on the preceding Friday afternoon to the following Tuesday.

1.12 Availability of Site or Right-of-Way

The Site is available for commencement of construction on April 3, 2007.

The Contractor will schedule accordingly.

1.13 Access to Site

The Contractor will be responsible for any costs of access to the work, and will repair any damage to permanent roads which is caused by its use.

1.14 Prime Contractor

Requirements and responsibilities for construction site safety are set out in SS 135 - Construction Site Safety.

Under the requirements of the Workers' Compensation Act and Regulation, the Ministry will be the "Owner" and the Contractor will be the "Prime Contractor" for the Site.

Other parties such as the Ministry's road & bridge maintenance contractor, utilities companies, municipalities, and consultants to the Ministry may be performing work within the Site. Should this occur, the Contractor will coordinate the health and safety related activities of all such parties working on the Site, and ensure that they follow the Contractor's system or process that ensures compliance to the Regulation.

1.15 Obscure Hazards

The Contractor will continually assess, investigate and evaluate the Work and Site for potential hazards.

The Ministry has recently learned that apparently some older, and at times abandoned, Terasen gas mains covered in what appears as coal tar coatings have been found to contain asbestos. As removal of these old mains may involve cutting of sections where the asbestos may be liberated and become friable, proper asbestos abatement protocols must be followed. Regulatory requirements regarding asbestos and resource information can be found at:

<http://www2.worksafebc.com/publications/OHSRegulation/Part6.asp>; and
http://www.worksafebc.com/publications/health_and_safety/by_topic/assets/pdf/asbestos.pdf respectively.

Should such gas mains be found and require cutting, the Ministry will compensate the Contractor for any additional works required for asbestos abatement in accordance with GC 24.00.

1.16 List of Subcontractors and Suppliers

The Contractor must complete the "List of Subcontractors and Suppliers" form H1108 (2004/04/19), 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.

1.17 Quality Management

There have been extensive modifications to the Quality Management provisions in Ministry contracts which incorporate the Standard Specifications, 2006 edition. Users should read the entire document package carefully to ensure an understanding of the current requirements.

As examples, some of the significant changes are:

- The Special Provision used in prior contracts has been modified and transitioned into the Standard Specifications as “SS 101: Quality Management”.
- SS 101 now adopts the requirements of ISO 9001:2000 instead of 9001:1994, which will necessitate changing the structure and content of pre-existing QC and QA Plans.
- The QC Manager or a delegate acceptable to the Ministry Representative must be on-Site or readily available at all times when Work requiring in-process inspection or testing is being performed.
- All submissions to the Ministry (e.g. QM Plan, Traffic Management Plan, shop drawings) must be accompanied by a QC checklist demonstrating the Contractor’s compliance with the contractual requirements for that submission.
- Non-Conformance Reports have explicitly recognized the difference between the internal NCRs written by the Contractor and the NCRs written by the Ministry. “Opportunities for Improvement” for non-critical elements have also been introduced.
- “Table 1: Minimum Testing / Inspection Frequencies” no longer lists many elements that are covered within other Special Provisions or Standard Specifications. Each such clause must be reviewed to determine relevant QC/QA frequencies.

(i) QC Plan Contract-Specific Work Submission Requirements

In accordance with SS 101.02.03(i), the Contractor’s QC Plan shall provide details of the means, methods, and frequencies of quality control measures for all elements Work in the Contract.

(ii) Minimum Testing and Inspection Frequencies

Minimum QC testing and inspection frequencies shall meet or exceed those indicated in Table 1 below, elsewhere in these Special Provisions, and/or in the Standard Specifications.

Table 1: Minimum Frequencies of Quality Control Testing / Inspection

Product	Description	Minimum QC Testing / Inspection Frequencies 1, 2, 3	Acceptance Criteria
Survey/Layout	Staking Accuracy	1 per 20 stakes	SS 145 Benchmark Level loops: 2 nd order: $\pm 0.008 \text{ m } \sqrt{\text{km}}$ Layout level loops: 3 rd order: $\pm 0.024 \text{ m } \sqrt{\text{km}}$ Control Line Traverse: 1:10,000.

¹ QC frequencies may be reduced below this level, subject to the Ministry Representative’s approval, should the Contractor’s QC Plan be proven very effective.

² For all standards based on production, specified frequencies are based on hours of crusher or plant production time.

³ A *shift* is a production period of up to 10 hours duration.

Product	Description	Minimum QC Testing / Inspection Frequencies 1, 2, 3	Acceptance Criteria
Traffic Control / Management		On-going monitoring during active work, spot check after hours.	SS 194 & SPs
Concrete Roadside Barrier	Per SS 941	Materials and Concrete tests per SS 211, with all plastic concrete tests performed on each batch of concrete	Per SS 941
Bridge End Fill	ASTM C 117, Sieve Analysis of Aggregates by Washing	1 per 750 m3	SS 201
Roadway Aggregate Quality (other than gradation and fracture)	ASTM D 2419 Sand Equivalent	1 per aggregate source	SS 202
	D 6928 Micro Deval	1 per aggregate source	SS 202
	ASTM C 88 Mg SO ₄ Soundness	1 per aggregate source, if Micro Deval fails	SS 202
	SS 202 Appendix 2 Petrographic Test	1 per source if the aggregate fails any of the above three tests	To the satisfaction of the Ministry Representative
Add'l test for High Fines Surfacing Aggregate	ASTM D 4318 Plastic Limit	1 per aggregate source	SS 202
During all Roadway Aggregate Production	ASTM C 136, Dry Sieve Analysis of Aggregates ²	1 per hour per 300 t/hr or part thereof of production	SS 202 or SS 531
	ASTM C 117, Sieve Analysis of Aggregates by Washing	1 per shift	SS 202 or SS 531
	SS 202 Appendix 1 Fracture Count on Coarse Aggregate	1 for every second sample of dry sieve test for base aggregates	SS 202 or SS 531
Asphalt Mix Aggregate during crushing (Non-EPS)	ASTM C 136, Dry Sieve Analysis of Aggregates	Split stockpiles: 1 for each stockpile per 2 hrs. One main stockpile: 1 per 300 t Blend Sand: 1 per 100 t during stockpiling Natural filler: 1 per 50 t during stockpiling	SS 501
	ASTM C 117, Sieve Analysis of Aggregates by Washing	1 per shift on reduced sample obtained from combined samples from the crusher	SS 501
	ASTM D 5821 Determining the Percentage of Fractured Particles in Coarse Aggregate	1 per every second coarse aggregate dry sieve test	SS 501
Asphalt Mix Aggregate during mix production (Non-EPS)	ASTM C 136, Dry Sieve Analysis of Aggregates	1 on combined aggregate off the plant cold feed belt per 300 t	SS 501
	ASTM C 117, Sieve Analysis of Aggregates by Washing	1 per shift on reduced sample from combined samples from plant cold feed belt.	SS 501
	ASTM C 566 and D 2216, Moisture Content	2 tests per shift	SS 501

Product	Description	Minimum QC Testing / Inspection Frequencies 1, 2, 3	Acceptance Criteria
Compaction:			
• Embankment	Proof Roll	As required by the Ministry Representative	To Ministry Representative's satisfaction
	Test Strip	1 per material, if required by the Ministry Representative	To Ministry Representative's satisfaction
	ASTM D-2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods	3 tests per 20 m per lift, on \mathbb{C} and on Lt & Rt fog lines	SS 201
• Bridge End Fill	ASTM D 698 Standard Test Method for Laboratory Compaction	1 per 5,000 m3	
	ASTM D-2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods	1 per 100 m2 of each lift	SS 202
• Top 300 mm of Subgrade	ASTM D 698 Standard Test Method for Laboratory Compaction	1 per material	
	ASTM D-2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods	3 tests per 20 m per lift, on \mathbb{C} and on Lt & Rt fog lines.	SS 201
• Base and sub-base aggregates	ASTM D 698 Standard Test Method for Laboratory Compaction	1 per 25,000 m3 of each type of material and whenever the accepted gradation curve is changed.	SS 202
	ASTM D-2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods	3 tests per 50 m per lift, on \mathbb{C} and on Lt & Rt fog lines	SS 202
All other Items and Work	Per the Contract.	Per the Contract. Where frequencies are not specified in the Contract, as mutually agreed between the Ministry Representative and the Contractor as necessary to ensure conformance with the specified quality requirements.	Per the Contract.

1.18 Traffic Management

Traffic Management will comply with SS 194 except as specified below.

(a) Traffic Management Plan

In accordance with SS194.11, this project is a Category 2 as defined in the Traffic Management Guidelines for Work on Roadways manual. The Traffic Management Plan requires the following documentation:

- ***Traffic control plan***
- ***Public information plan***
- ***Incident management plan***

No work that affects traffic will be permitted until the Ministry Representative accepts the Traffic Management Plan, which will also be forwarded to the MOT District for approval.

The Contractor shall prepare a Traffic Control Plan for the Works, in conformance to the requirements of the *Traffic Control Manual for Work on Roadways* and these Special Provisions.

Contrary to the Traffic Management Guidelines for Work on Roadways, the Traffic Control Plan does not have to be prepared under the direction of a professional engineer.

The TMP will include, but not be limited to the Contractor's detailed provisions for:

- Major deviations to the traffic patterns or behaviour including all detours, lane shifts and drops, and construction speed zones
- Overviews of provisions for minor deviations to traffic flow
- Site-specific factors affecting the generic signing layouts shown in the TCM, including horizontal and vertical roadway geometry, anticipated weather conditions, type of traffic, nature of local driving habits, and any other relevant risk factors
- General procedures for maintenance and inspection
- Contact procedures for the Traffic Control Supervisor(s) and their alternates, and the Provincial Highways Conditional Centre (1-604-660-9770) fax: (1-614-660-9470), emergency services, and other significant parties impacted by the anticipated traffic control measures; and
- Any additional information as may be requested by the Ministry Representative

(b) Traffic Control for Smoothness Testing

The Ministry Representative will provide sufficient notice to the Contractor regarding when the Ministry will perform smoothness testing. As directed by the Ministry Representative, the Contractor will be responsible to schedule and provide traffic control for the Ministry's smoothness testing, including a shadow vehicle and all signage necessary. The Contractor shall also be responsible for sweeping and any other preparation work required for smoothness testing. No extra payment will be made for sweeping or other preparation work and the provision of traffic control for smoothness testing will also be considered incidental and no extra payment will be made.

The Contractor may also be required to provide an additional Shadow Vehicle or traffic control for smoothness testing as determined by the Ministry Representative. Payment for the provisions of an additional Shadow Vehicle or traffic control, if required by the Ministry Representative, will be made from the Provisional Sum for "Site Modifications".

(c) Safety Apparel and Traffic Control Retro-Reflectivity Signs and Devices

The safety apparel and traffic control retro-reflectivity signs and devices referenced in the Traffic Control Manual for Work on Roadways (TCM) are being revised as per Technical Circular T-09/05

Notwithstanding the 3-year phase-in period described in the circular, the new standards shall apply to all Work under this Contract.

(d) Traffic Delays

The Contractor must ensure that traffic delays do not exceed 20 minutes and that the total delay and travel time does not exceed 35 minutes through all the Project operations at each Section/Road. The Ministry's Representative may, at his discretion, grant relief from maximum traffic delay times for roads where both lanes are paved in a single pass.

A traffic delay is defined as the time interval from the first vehicle being stopped at a traffic control point, to the resumption of travel. Travel time is defined as the time interval a vehicle or traffic controlled line requires to traverse the project operation(s) site(s) and attain normal highway speeds.

Should the above limits be exceeded or not adhered to without prior written authorization from the Ministry Representative, the Contractor must immediately cease operations and restore the road conditions for safe passage of traffic. Should delays occur more than the allotted time on more than one (1) occasion, the Contractor must submit a revised written "Traffic Control Plan" that is acceptable to the Ministry Representative, modifying the hours of work and/or method of operation to avoid future delays.

(e) Ministry's Responsibilities

The Ministry Representative will not control or direct the traffic control activities of the Contractor, but may require an immediate stop to any work where, in the Ministry Representative's opinion, the provided traffic control does not meet the requirements of the Traffic Control Plan or the Contract.

(f) Payment

In accordance with SS 194.61, Traffic Management is incidental to the Works and no payment will be made.

1.19 Materials Supplied by the Ministry

Notwithstanding any reference to the contrary in the Standard Specifications, the Ministry will supply only the materials as listed below at the location specified:

Material	Location
C-035 Project Signs	Mainroad Maintenance Yard
	Salt Spring Island

1.20 Available Ministry Sources

The Ministry, upon request, is prepared to authorize the use of Musgrave Pit or Horel Pit for the purposes of a plant site only. It is the Contractors responsibility to secure all permits and/or approvals that may be required.

1.21 Protection of the Environment

General

Protection of the environment will be carried out according to SS 165, and SS 165 will apply to the Contract in its entirety unless otherwise specified in these Special Provisions.

1.22 Utilities

The Contractor will take the necessary precautions to protect existing utility services during the performance of the work and will be responsible for any losses or damages caused by the Contractor and its Subcontractors.

1.23 Project Signs

The Contractor shall supply all signs, including C-018's and C-210's, with the exception of the C-035 project signs.

If the C-035 project signs are not already in place, the Ministry will supply the sign boards for erection and potential removal by the Contractor, with compensation paid by Work Order. Maintenance of these signs during the term of the Contract shall be incidental.

If directed by the Ministry Representative to remove the C-035 project signs after completion of the Work, the Contractor shall return the signs to the following location at no additional costs:

Mainroad South Island Contracting Maintenance Yard, Salt Spring Island.

In accordance with Traffic Management Special Provisions sub-clause (c), the reflectivity standards on C- and TW- signs, channelizing devices, and barricades shall meet minimum levels of ASTM Type 6 or 9, as applicable.

All permanent, custom and construction signs shall meet Ministry's specifications in accordance to the Sign Pattern Manual:

http://www.th.gov.bc.ca/publications/eng_publications/geometsigns.htm

and the Traffic Sign Catalogue:

http://www.th.gov.bc.ca/publications/eng_publications/electrical/Sign_Cat_2003.pdf.

SECTION 2 - MISCELLANEOUS

2.01 Site Modifications

The Provisional Sum for "Site Modifications" has been included as a source of funds for payments for work as specified below. Payment for such Work will be made in accordance with GC 38.00.

- a) Erecting the C-035 project signs and removal.
- b) Additional shadow vehicle for smoothness testing.
- c) Anti-strip Additive.
- d) AC Bump
- e) For other Work that has not been fully defined at the time of Tender and for any other Work which is not anticipated, or covered in the Special Provisions, but is deemed necessary by the Ministry Representative for the continuity of the Project.

2.02 Allowance for Payment Adjustments, SS 502, EPS

Funds are set aside for EPS Payment Adjustments as detailed in SS 502 EPS – "End Product Specification Asphalt Pavement Construction".

2.03 Extension of Time for Inclement Weather

The Ministry Representative may grant an Extension of Time under GC 44.01 (c)(iv), as amended by Supplemental General Conditions (SGC), on account of inclement weather. Any such extension will be made solely at the Ministry Representative's discretion, and if made, will reflect the following conditions:

- Where there is a delay for reasons of inclement weather, or conditions resulting from inclement weather, such delays will be considered when the Contractor cancels work for the shift based on forecasted inclement weather or when the Contractor works on the roadway surface less than half a normal working day for reasons of inclement weather. A normal working day shall comprise the average duration worked by the Contractor on the preceding five (5) uninterrupted working days or the first five planned days when the Contractor has not been able to achieve five uninterrupted working days where a single shift is observed.
- In the case of a Contractor employing multiple shifts, once a total of eight (8) working hours is reached by adding the working hours from each shift, then it will have been deemed the Contractor has worked that day and there is no delay for reasons of inclement weather.

2.04 Weighing Material

Contrary to SS 145.19, the Ministry will not provide a scale person. The Contractor must provide certified automated scales that will generate weigh tickets. The Contractor's scale person will be required to scale and record the weights of the material required for the project including the requirements as specified in SS 515.04.04.

2.05 Core Hole Filling

Under the requirements of SS 502, the Contractor will obtain core samples from the in-place pavement. Coring will result in significant holes in the new pavement and it shall be the Contractor's responsibility to fill all core holes on this project. The Contractor is advised that the all holes will be filled at the time the core is taken.

All core holes shall be filled by the following method:

- Empty the hole of water and loose material.
- Remove any excess moisture by wiping the inside with a dry towel.

- Tack coat the inside surfaces and the outside perimeter with an emulsified tackifier.
- Place asphalt mix in loosely, so that the compacted lifts do not exceed 75 mm.
- With a minimum of 20 blows per lift, compact the loose material using a minimum 4 lb. sledge hammer and tamper. The contractor may use an equivalent method if approved by the Ministry Representative. The final lift shall be a minimum thickness of 25 mm, and finished to a level higher, but not exceeding 6 mm, than the elevation of the surrounding pavement.

SECTION 3 – PAVING EPS

3.01 General

Generally, the works will consist of roadway paving at the following locations:

- 1 Robinson Road – approximately 2.1 km long by 6.0 meters wide. Levelling Course areas as directed by Ministry Representative and Top Lift at 120 kg/m².
- 2 Walker/Hook Road – approximately 1.85 km long by 5.0 meters wide. Levelling Course areas as directed by Ministry Representative., Top Lift at 120 kg/m² a section of roadway 0.400 km long by 5 meters as directed by Ministry Representative, (Seal coat by others)
- 3 Churchill Road – approximately 1.9 km long by 4.5 meters wide. Top Lift at 120 kg/m².
- 4 Rainbow Road – approximately 3.0 km long and 6.0 meters wide. Levelling Course areas as directed by Ministry Representative (Seal coat by others).
- 5 Quebec Drive – approximately 0.50 km long and 5.0 meters wide. Levelling Course areas as directed by Ministry Representative and Top Lift at 120 kg/m².
- 6 Sunset Drive – approximately 2.35 km long and 5.8 meters wide. Levelling Course areas as directed by Ministry Representative, Top Lift at 120 kg/m² a section of road approximately 1.250 km long by 5.8 meters wide as directed by Ministry Representative, (Seal coat by others).
- 7 Cusheon Lake Road – approximately 1.10 km long and 5.5 meters wide. Levelling Course areas as directed by Ministry Representative and Top Lift at 120 kg/m².
- 8 Rourke Road – approximately 0.35 km long and 4.0 meters wide. Top Lift at 120 kg/m².
- 9 Beddis Road – approximately 2.20 km long and 5.5 meters wide. Levelling Course areas as directed by Ministry Representative, (Seal coat by others).
- 10 North End Road – approximately 1.75 km long and 5.5 meters wide. Levelling Course areas as directed by Ministry Representative, (Seal coat by others).
- 11 Stark's Road—approximately 1.0 km long and 5.0 meters wide. Levelling Course areas as directed by Ministry Representative. (Seal coat by others)

3.02 Supply Aggregate in Stockpile

General Requirements for the production of Aggregates

(i) Quality Control:

The Contractor will carry out quality control and performance procedures and ensure that all requirements including material and product testing and documentation are achieved. The Contractor will ensure that the Ministry Representative is provided with all documented tests results to confirm that specifications are met.

The Contractor will obtain samples from the stockpile area or from a location approved by the Ministry Representative using random sampling techniques. The minimum frequency of testing will be in accordance with Table 1 of these Special Provisions.

If a QC test determines that the aggregate does not meet the specified gradation requirements, the crusher operator must be immediately notified and any additional material produced must be stockpiled separately until such time that the specifications are met.

(ii) Companion Sampling:

When the Contractor takes samples for testing during aggregate production, companion samples shall also be obtained from the splitting process which may be tested by the Ministry Representative.

Companion samples shall be identified, dated and numbered according to the Contractor's sequential testing numbers and retained by the Contractor for at least 10 working days, after which time the Contractor may seek permission from the Ministry Representative to discard them.

(iii) **Quality Assurance:**

The Ministry, or such other party, may perform quality assurance testing on the companion samples and/or material in stockpile. The purpose of the QA testing is to ensure that payment is made only for acceptable works/products, and may be based on a limited amount of sampling and testing.

The Ministry may decide that the Contractor's Quality Control test results/records will be sufficient to determine payment.

The Ministry will monitor and may audit the Quality Control Work to ensure compliance with the Contractor's Quality Control Plan.

3.02.01 Asphalt Mix Aggregate

The Contractor shall supply a Class 1, Medium Asphalt Mix Aggregate in split stockpiles at the Contractor's plant site. This aggregate will be used for all asphalt pavement production on this Project which includes all levelling course and top lift.

This Class 1, Medium Asphalt Mix Aggregate shall meet the gradation requirements as specified in the revised Table 502-C-1.

Payment for "Asphalt Mix Aggregate" will be at the Unit Price bid per tonne in accordance to SS 502 - EPS.

3.02.02 Shoulder Aggregate

The Contractor shall supply Shoulder Aggregate in stockpile. This aggregate will be used for Shouldering.

The gradation of this aggregate shall conform to SS 501.15 – "Asphalt Mix Design" Table 501-E; "Gradation Limits for Aggregates" for Medium Asphalt Mix. The fracture count shall be a minimum of 70%. The Contractor may supply minus 16mm shoulder aggregate instead of minus 19mm.

The construction of this shoulder aggregate will be paid under a separate Item.

Payment for "Shoulder Aggregate" in stockpile will be at the Unit Price bid per tonne and will be considered full compensation for, but not limited to producing, stockpiling, quality control and surveying for surplus/overages if required.

3.03 Emulsified Primer and Tack Coat

General:

The Contractor should be aware that they must adhere to, but not limited to SS 501.21.01, 501.31.10, and 501.31.12.

It is very important that the Contractor exercise caution before spraying on the roadway to ensure absolutely no contamination to any streams. This will mean not spraying when the weather forecast indicates the potential for rain and/or as visually accessed.

3.03.01 Supply Emulsified Primer and Tack Coat

The Contractor shall supply an emulsified primer, which must be a product listed on the Ministry's Recognized Products List, July 2006 Edition for "Tack Coat & Primers"..

The Contractor will not dilute the product before spraying, unless approved by the Ministry Representative.

Payment will be at the Unit Price bid per Litre for the supply of undiluted product and considered full compensation for supplying, ordering, receiving, storing, heating and all things necessary for the completion of the Work.

3.03.02 Spray Tack Coat

Existing paved surfaces to be paved will require a tack coat at an application rate of approximately 0.2 L/m² or as directed by the Ministry Representative. Tack coat will not be required over gravel surfaces.

Tack coating will not be permitted more than 300 metres in front of the paver unless otherwise approved by the Ministry Representative and in no case for a greater distance than can be covered during the remainder of the shift.

Tack coated surfaces that cannot be covered during the shift shall be blinded with sand at the end of the shift. No work will be permitted to start on any shift unless the Contractor has the capability on site to provide and place the appropriate amount of blinding sand. Excess sand shall be removed by brooming prior to the beginning of the next paving shift or when directed by the Ministry Representative. There will be no additional payment for blinding with sand.

Payment will be at the Unit Price bid per Litre for the spray of undiluted product and considered full compensation for spraying and all things necessary for the completion of the Work.

3.04 Asphalt Pavement EPS 502

General:

Asphalt Pavement for Top Lift and Levelling Course shall be Class 1, Medium, Asphalt Mix and shall meet the requirements of SS 502-EPS unless otherwise stated in these Special Provisions.

Contrary to SS 502 – End Product Specification, Table 502-C-2, Marshall Design Criteria, the Job Mix Formula asphalt content shall be based on 3.0% air voids.

The Contractor is to supply a Group "A", 80-100 penetration asphalt cement from an approved supplier.

AC Content Bump:

Upon receipt of a Job Mix Formula meeting all Contract requirements, the Ministry may direct the Contractor to increase the asphalt cement content by a "bump" of up to 0.3% by weight of dry mix.

The Contractor will be compensated for this additional oil at the AC cost FOB the asphalt plant, demonstrated by the AC supplier's invoice, with mark-up on a Force Account Basis for the material only. Payment will be made from the Provisional Sum for Site Modifications.

Payment will be calculated in accordance with the formula below, on a Lot-by-Lot basis based on the difference in asphalt cement content determined from Ministry QA samples and that in the Contractor's proposed Job Mix Formula, to a maximum of the bump and a minimum of the Contractor's proposed Job Mix Formula AC content. No compensation will be made for additional AC in any rejected mix.

$$\$_{Lot\ n} = [100\% + FA_{Mat'l}] \times Cost_{AC} \times t_{Lot\ n} \times \left[\left(\frac{AC_{Burn}}{100 + AC_{Burn}} \right) - \left(\frac{AC_{JMF}}{100 + AC_{JMF}} \right) \right]$$

Where:

$\$_{Lot\ n}$ = Compensation due for additional AC in Lot "n"

FA _{Mat'l}	= Percentage mark-up for materials paid on Force Account Basis, per GC 49.00
Cost _{AC}	= Supplier's invoiced cost for AC, dollars per tonne
t _{Lot n}	= tonnes of asphalt mix laid and accepted in Lot "n", including AC
AC _{Burn}	= asphalt cement content (% dry mix) of Lot determined from Ministry QA samples, to a maximum of the bumped AC content and a minimum of AC
AC _{JMF}	^{JMF} = asphalt cement content (% dry mix) of Contractor's proposed Job Mix Formula before the bump

Asphalt Mix Antistrip Additives

The Contractor shall, as part of the mix design process, determine the Index of Retained Marshall Stability (IRMS) of each asphalt mix in accordance with ASTM D 1075 "Standard Test Method for Effect of Water on Compressive Strength of Compacted Bituminous Mixtures".

Where the IRMS is less than 85, or where the Ministry Representative specifically requests it, the Contractor shall add an antistrip additive, chosen by the Contractor from the Ministry's "Recognized Products List", to all asphalt mix used in the Work, at an application rate of 0.3% additive by weight of asphalt cement.

Compensation for supplying, storing and blending the additive into the asphalt mixes shall be determined in accordance with GC 38.00 and any approved payments will be made from the Provisional Sum for Site Modifications.

EPS Payment Adjustments:

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.

The first 1,000 tonnes of asphalt mix production as stated in SS502.31 will be the first 1,000 tonnes of Asphalt Leveling Course.

Funds are set aside for EPS Payment Adjustments as detailed in these Special Provisions, SS 502-EPS for Asphalt Pavement Construction.

Tarps:

In addition to SS 501.34.02 "Insulation", the insulated tarp shall be evenly distributed over the full surface of the asphalt mix load and be of sufficient weight such that no wind shall flow beneath the tarpaulin during delivery.

3.04.01 Asphalt Levelling Course

Asphalt Levelling Course shall be Class 1, Asphalt Mix supplied in place.

The asphalt levelling course will be used to improve smoothness quality, cross fall and to correct deficiencies and strength. The exact locations for constructing levelling course will be determined by the Ministry Representative.

The quantity allotted in the Schedule 7 shall not be exceeded without the written approval of the Ministry Representative. The application rate may vary in order to improve smoothness quality, cross fall and to correct deficiencies and strength as directed by the Ministry Representative.

If the Contractor determines that there is insufficient quantity to improve smoothness, crossfall and deficiencies and cannot adhere to the specified quantity, the Ministry Representative must be immediately notified prior to continuing to construct the levelling course.

For Asphalt Levelling Course, the following 502-EPS acceptance and payment criteria will apply:

- Asphalt Content
- Gradation

Payment for Asphalt Level Course will be at the Unit Price bid per Tonne and will be full compensation for 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 in multiple lifts, compacting and finishing the mix.

3.04.02 Asphalt Pavement Top Lift

The Asphalt Pavement Top Lift shall be Class 1, Asphalt Mix supplied in place.

Top lift asphalt mix shall be paver laid and at an application rate of 120 kg/m².

The following 502-EPS acceptance and payment criteria will be waived and will not apply to Asphalt Pavement Top Lift:

- Application Rate
- Smoothness (rejection limits will apply)

Notwithstanding any other provision of the Contract, including full or partial waivers of EPS payments adjustments, the rejection limits for top lift application rate will apply to the Work.

The following 502-EPS acceptance and payment criteria will apply to Asphalt Pavement Top Lift:

- Density
- Asphalt Content
- Gradation
- Segregation

One metre paved letdowns will be required at driveways for which payment will be included in the Unit Price bid for Asphalt Pavement Top Lift.

Payment for Asphalt Pavement Top Lift will be made at the Unit Price bid per Tonne in accordance with SS 502-EPS.

3.05 Shouldering

Granular shoulders shall be constructed to a width 0.3 metre.

Contrary to SS 501.42.05 – “Shouldering Work”, the additional shouldering work involved in the construction of this layer will not be paid for as a separate Item. It will be included in the Unit Prices bid for shouldering.

An approved shouldering machine must be used for placement of shouldering material.

Drainage courses must not be impeded by this operation.

Payment 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

SCHEDULE 4

DRAWINGS

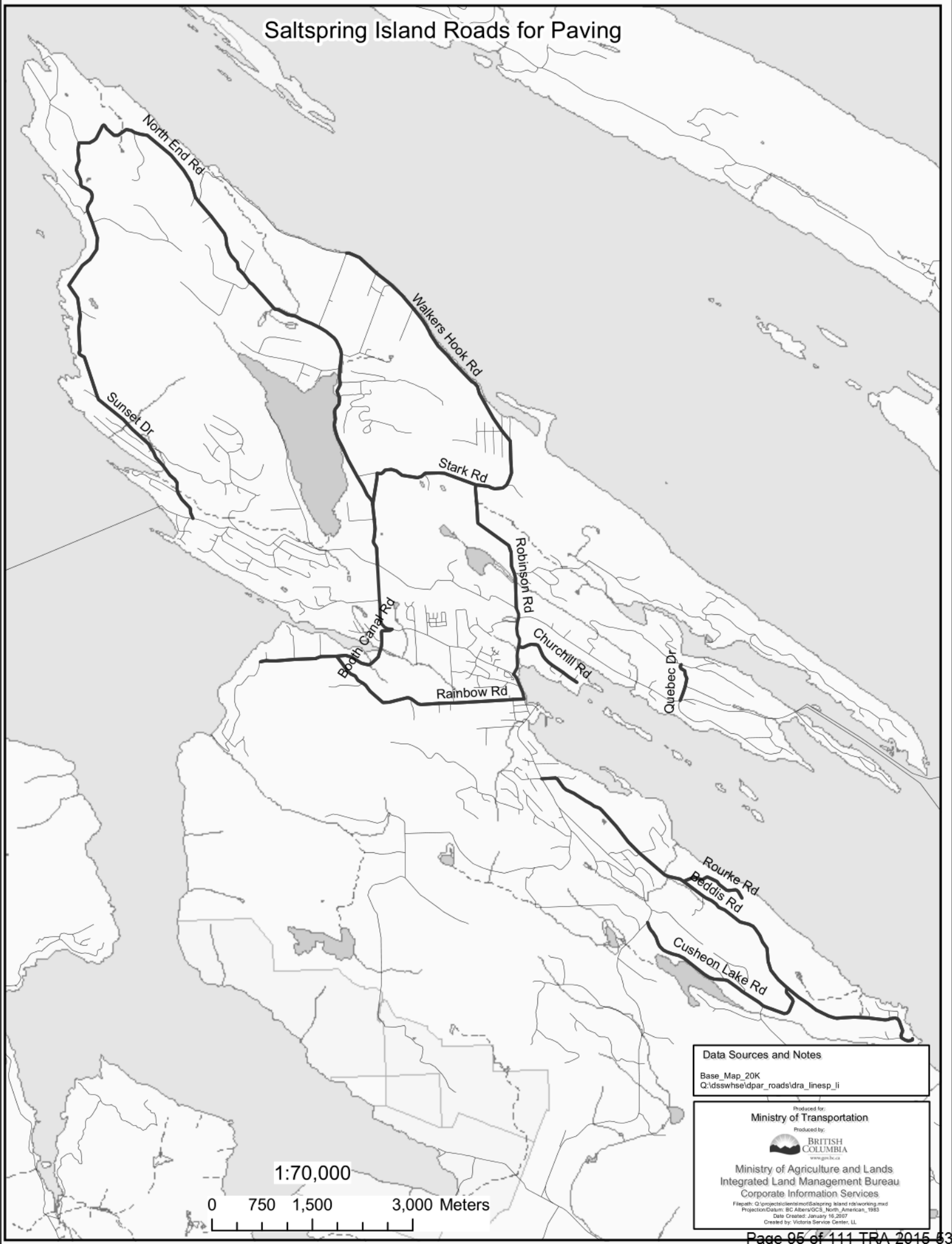
SCHEDULE 4 - DRAWINGS

PROJECT NO. 16121-0008
ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND

The following Drawings form part of the Tender Document Package/Contract Document Package and apply to this Contract:

Drawing Number	Drawing Title
	Location Map

Saltspring Island Roads for Paving



Data Sources and Notes

Base_Map_20K
Q:\dssw\hse\dpar_roads\dra_linesp_lj

Produced for:
Ministry of Transportation



Produced by:
**Ministry of Agriculture and Lands
Integrated Land Management Bureau
Corporate Information Services**

Filepath: G:\project\clients\mof\Saltspring_Island_rdw\working.mxd
Projection: Datum: BC Albers/GCS, North American, 1983
Date Created: January 16, 2007
Created by: Victoria Service Center, LL

SCHEDULE 5

TIME SCHEDULE

Schedule 5 – Time Schedule

PROJECT NO. 16121-0008

**ASPHALT SURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND**

Completion Date:

The Contractor will complete construction of the Work to the satisfaction of the Ministry Representative on or before the Completion Date of **JUNE 22, 2007**, 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:

- The ONLY acceptable Certificate of Insurance is a Ministry of Transportation **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 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 as an Addition Insured on page 1 of the Certificate of Insurance as the Ministry of Transportation 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 relationship to your contract.
- Ensure that the Certificate of Insurance includes all required information (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 **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.

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 Document INS0264 and Schedule 2 Contract Securities INS0265. Please ensure the bonds provided match the specimen.

Should you have questions regarding insurance documentation or bonds please contact the Manager, Insurance and Bonds – (250) 387-7580

WCB

Workers' Compensation Board 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/online_services/register_for_coverage/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 insurance costs, you may wish to consult the rate guide at http://www.worksafebc.com/for_employers/premiums/2003_rates/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.

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.

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 APV250 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 Manager, Insurance and Bonds, Ministry of
Transportation, 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

Comprehensive (Commercial) General Liability insurance including non-owned automobile and contractual liability insurance shall be arranged with inclusive limits of not less than **TWO MILLION DOLLARS (\$2,000,000.00)** 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 **FIVE THOUSAND DOLLARS (\$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, 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 **TWO MILLION DOLLARS (\$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 **TWO MILLION DOLLARS (\$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 **FIVE MILLION DOLLARS (\$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 Manager, Insurance and Bonds 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 Manager, Insurance and Bonds, Ministry of Transportation, PO Box 9850, Stn Prov Govt, 940 Blanshard Street, Victoria, B.C. 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.

Contracts/Leases/Agreements/Permits Number, Location and Description:	Award or Effective Date (yyyy/mm/dd)
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INSURED	
Name	
Business Address	
BROKER	
Name	
Business Address	

Type of Insurance	Company and Policy Number	Policy Dates yyyy/mm/dd Effective Expiry		Limits of Liability / Amounts
Comprehensive (or Commercial) General Liability (including Non- Owned Automobile Liability)				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Additional Insureds:				
Automobile Liability				Bodily Injury and Property Damage \$ _____ Inclusive \$ _____ Limits
Umbrella/Excess Liability				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

The undersigned certifies the undersigned has reviewed the policies of insurance described above and Page 2 of this certificate and further certify that those policies have been issued to the insured named above and are in full force and effect and comply with the insurance requirements set out in the agreement / contract / lease / permit identified above, including the requirements set out on Page 2 of this certificate.

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

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:
COMPREHENSIVE OR 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, 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, 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.

3. Waiver of Subrogation

In the event of any third party loss or damage or 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 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:

**THE MANAGER, INSURANCE AND BONDS
MINISTRY OF TRANSPORTATION
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 Manager, Insurance and Bonds, Ministry of Transportation, 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 to request at any time certified copies of any insurance policy(s)

SCHEDULE 7

APPROXIMATE QUANTITIES AND UNIT PRICES

AWARD SCHEDULE

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No.: 16121-0008

Project Name: ASPHALT SURFACING, MISCELLANEOUS SIDE ROAD PAVING, SALT SPRING ISLAND

Contract Awarded To: JJM CONSTRUCTION LTD

Item No.	Description of Work	Unit of Measure	Approx. Qty	Unit Price	Extended Amount
01	<u>SECTION 1 - GENERAL</u>				s.21
01.01	Mobilization	L.S.	100%	L.S.	
01.02	Quality Management	L.S.	100%	L.S.	
02	<u>SECTION 2 - MISCELLANEOUS</u>				
02.01	Site Modifications (see Special Provisions 2.01)	P.S.	\$30,000.00	P.S.	\$30,000.00
02.02	Allowance for Payment Adjustments, SS 502 EPS (see Special Provisions 2.02)	P.S.	\$50,000.00	P.S.	\$50,000.00
03	<u>SECTION 3 - PAVING EPS</u>				
03.01	SUPPLY AGGREGATE				s.21
03.01.01	Supply Aggregate in Stockpile	Tonne	s.21		
03.01.02	Shoulder Aggregate	Tonne			
03.02	EMULSIFIED PRIMER AND TACK COAT				
03.02.01	Supply Emulsified Primer and Tack Coat	Litre			
03.02.02	Spray Tack Coat	Litre			
03.03	ASPHALT PAVEMENT EPS 502				
03.03.01	Asphalt Levelling Course	Tonne			
03.03.02	Asphalt Pavement Toplift	Tonne			
03.03.03	Item Deleted				
03.04	SHOULDERING				
03.04.01	Construct Granular Shoulders	Tonne			

Item No.	Description of Work	Unit of Measure	Approx. Qty	Unit Price	Extended Amount
	TENDER PRICE:				<u>\$1,410,000.00</u>

SCHEDULE 8

CONTRACT ADDENDA

**PROJECT NO. 16121-0008
ASPHALT RESURFACING
MISCELLANEOUS SIDE ROAD PAVING
SALT SPRING ISLAND**

ADDENDUM NO. 1

NOTICE OF EXTENSION

1. **Tender Opening / Closing Date has been extended to March 22, 2007. Time and place remain unchanged.**
2. **SCHEDULE 3 – SPECIAL PROVISIONS AND APPENDICES**

SECTION 3 – PAVING EPS

3.01 General

The clause under the above heading is deleted in its entirety and replaced with the following:

Generally, the works will consist of roadway paving at the following locations:

NOTE: ALL LOCATIONS ARE APPROXIMATE

1. Robinson Road – approximately 2.10 km long by 6.0 meters wide. Levelling Course areas as directed by Ministry Representative and Top Lift at 120 kg/m².
2. Walker-Hook Road- approximately 1.85 km long by 5.0 meters wide. Levelling Course from the intersection with Robinson Road north approximately 0.4 km as directed by Ministry Representative, and Top Lift at 120 kg/m². Levelling Course approximately 1.45 km heading north from near the intersection with Fort Street as directed by Ministry Representative, (Seal coat by others).
3. Churchill Road – approximately 1.10 km long by 4.5 meters wide. Top Lift at 120 kg/m².
4. Rainbow Road – Levelling Course approximately 3.00 km long by 6.0 meters wide, areas as directed from Ministry representative commencing at the intersection with Atkins Road for 3.0 km to the west.
5. Quebec Drive – Levelling course approximately 0.50 km long by 5.0 meters wide areas as directed by Ministry Representative commencing at the intersection with Long Harbour Road, Top Lift pave at 120 kg/m². (Note: this is the deteriorated areas between recently patched areas).
6. Sunset Drive – approximately 2.35 km long by 5.8 meters wide. Levelling Course areas as directed by Ministry Representative from the intersection with Vesuvius Bay Road to Parameter Road, Top Lift pave at 120 kg/m² approximate 1.25 km from Vesuvius Bay Road to Channel Ridge, (remainder to Parameter Road - Seal coat by others).

7. Cusheon Lake Road – approximately 1.10 km long by 5.5 meters wide
Levelling Course areas as directed by Ministry Representative and Top Lift
pave at 120 kg/m² commencing at the intersection with Beddis Road in a north
westerly direction, omitting suitable patched areas.
8. Rourke Road – approximately 0.35 km long by 4.0 meters wide. Top Lift pave
at 120 kg/m² from the end of “good” pavement as directed by Ministry
Representative.
9. Beddis Road – approximately 2.20 km long by 5.5 meters wide. Levelling
Course areas as directed by Ministry Representative. Approximately 1.70 km
southerly commencing near the intersection with Price Road and approximately
0.50 km southerly from the intersection with Cusheon Lake Road, (Seal coat by
others).
10. North End Road – approximately 1.75 km long by 5.5 meters wide. Levelling
Course areas as directed by Ministry Representative commencing near the
intersection with Fernwood Road, heading north, (Seal coat by others).
11. Stark’s Road – 1.60 km long by 5.0 meters wide. Levelling Course areas as
directed by Ministry Representative, commencing at the intersection with
Robinson Road for approximately 1.6 km, (Seal coat by others).

3. **SCHEDULE 5 – TIME SCHEDULE**

Extend completion date until **June 29, 2007**.

4. **SCHEDULE 7 – APPROXIMATE QUANTITIES AND UNIT PRICES**

Revisions:

Item# 03.03.01, Asphalt Levelling Course – revise approximate quantity to 5,600 tonnes

Item# 03.03.02, Asphalt Pavement Toplift – revise approximate quantity to 5,000 tonnes

Deletions:

Item# 03.03.03, Shouldering – delete this item

Addition (new):

Item# 03.04 SHOULDERING

Item# 03.04.01, Construct Granular Shoulders – approximate quantity - 1,000 tonnes

**TENDERS MUST BE SUBMITTED ON THE REVISED SCHEDULE 7, DATED
MARCH 13, 2007 AND MARKED “REVISION A” IS ATTACHED AND MUST BE
USED FOR TENDER PURPOSES.**

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No: 16121-0008

Project Name: ASPHALT SURFACING, MISCELLANEOUS SIDE ROAD PAVING, SALT SPRING ISLAND

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	Site Modifications (see Special Provisions 2.01)	P.S.	\$30,000.00	P.S.	\$30,000.00
02.02	Allowance for Payment Adjustments, SS 502 EPS (see Special Provisions 2.02)	P.S.	\$50,000.00	P.S.	\$50,000.00
03	SECTION 3 - PAVING EPS				
03.01	SUPPLY AGGREGATE				
03.01.01	Supply Aggregate in Stockpile	Tonne	s.21	\$ _____	\$ _____
03.01.02	Shoulder Aggregate	Tonne		\$ _____	\$ _____
03.02	EMULSIFIED PRIMER AND TACK COAT				
03.02.01	Supply Emulsified Primer and Tack Coat	Litre		\$ _____	\$ _____
03.02.02	Spray Tack Coat	Litre		\$ _____	\$ _____
03.03	ASPHALT PAVEMENT EPS 502				
03.03.01	Asphalt Levelling Course	Tonne		\$ _____	\$ _____
03.03.02	Asphalt Pavement Toplift	Tonne		\$ _____	\$ _____
03.03.03	Item Deleted				
03.04	SHOULDERING				

Revision: A Revision Date: 2007/03/13

SCHEDULE OF APPROXIMATE QUANTITIES AND UNIT PRICES

Project No: 16121-0008

Project Name: ASPHALT SURFACING, MISCELLANEOUS SIDE ROAD PAVING, SALT SPRING ISLAND

Item#	Description of Work	Unit of Measure	Approx Quantity	Unit Price	Extended Amount
03.04.01	Construct Granular Shoulders	Tonne	s.21	\$ _____	\$ _____
	TENDER PRICE				\$ _____
	TOTAL TENDER COST (Tender Price plus Site Occupancy (if applicable))				\$ _____

Contractors

Name: _____

Address: _____

City: _____

Postal Code: _____

Phone: _____

Fax: _____

Date: _____