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1.0R DEFINITIONS

1.75R Archaeological Artifacts 1.75R

*Add New Definition:*

**1.75R Archaeological Artifacts** means any fossils, artifacts, coins, articles of value or antiquity, remains, and other things of geological, archaeological or historical interest or value discovered at the Place of the work.”

1.76R Utilities 1.76R

*Add New Definition:*

**1.76R Utilities** is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, infrastructure works, utilities for power, cable TV, telephone, telecommunications and data transmission, all sanitary and drainage infrastructure, all water, oil, gas and electric services, all steam pipes and services, all survey monuments, street lights, traffic lights, traffic detector loops embedded in pavement, rail tracks, and all related infrastructure, whether located above or below ground. “

3.0 CONTRACT ADMINISTRATION

3.3.5.1R *Add New Specification:*

The Contractor will give the Owner at least 48 hours’ notice in writing before requiring any baselines or benchmarks in connection with the work. The Contractor will satisfy himself before commencing any work as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, unless the Contractor notified the Owner of such inaccuracies in writing before commencing the work. The Owner will paint baseline and watermain proposed location within the roadway asphalt for construction reference.

3.3.5.2R *Add New Specification:*

All stakes and marks set will not in every case represent all the grades, levels, lines, angles or surfaces in the finished work and in this regard the Contractor shall ensure that such stakes and marks are read correctly and used in a manner consistent with the plans, details, specifications and directions of the Owner. Should the Contractor discover or suspect any errors in stakes, lines, and grades which have been established for its use, the Contractor shall at once discontinue the work until such suspicions

are investigated and any errors or misunderstanding rectified, but no claims shall be made or allowed on this account, or because of any resulting delay.

3.3.5.3R *Add New Specification:*

The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Owner.

3.3.5.4R *Add New Specification:*

The Contractor shall furnish the Owner or any of his assistants with all reasonable help which may be required at any time in driving stakes or laying out the Work. The Contractor will receive no additional compensation for this.

### 13.0R DELAYS

13.9R Delete existing section.

Replace with:

"If the Contractor fails to meet the *Milestone Date for Substantial Performance* as set out in the *Form of Tender*, paragraph 2.2 as may be adjusted pursuant to provisions of the Contract Document, then the Owner may deduct from any monies owing to the Contractor for the Work:

- (1) as a genuine pre-estimate of the Owner's increased costs for the Contract Administrator and the Owner's own staff caused by such delay an amount of \$1500.00 per day or pro rata portion for each day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date: plus
- (2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay.

If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under (1) and (2) then any shortfalls shall

immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.

#### 4.0R CONTRACTOR

#### 4.3R Protection of Work, property and the Public 4.3.7R

*Add New Specification:*

"Where the Work is to be performed on other's person property, it is the responsibility of the Contractor to arrange for and acquire required access. The Contractor shall not perform Work on any private property until the Contract Administrator has confirmed with the Contractor in writing that the Work thereon may proceed."

#### 4.12R Tests and Inspections 4.12.5R.1

Delete:

"If the Contract Administrator is to perform or arrange for the test, inspection or approval, the Contractor shall give the Contract Administrator timely notice requesting such test, inspection or approval; and"

Replace with:

"It is the Contractor's responsibility to arrange for the testing, inspection or approval at the Contractor's expense."

#### 4.17R Bonding 4.17.1R

*Add New Specification:*

The Contractor will provide a Performance and Labour and Material Bond within 15 days of receipt of the written notice of award, and will deliver to the Owner a performance bond and a labour and material bond, utilizing one of the methods below:

- a. The Performance and Labour and Material bonds will be each in the amount of 50% of the contract price, covering the performance of the work including the Contractor's obligations during the maintenance period. The bonds must be issued by a surety company that is licensed to

carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Owner.

If the Contractor provides an e-bond the e-bond must be verifiable, containing a digital signature, digital corporate seal and a verification tag or a check that the bond document has not been altered.

- b. A bank draft, in the amount of 20% of the total contract price. The bank draft less 5% of the total contract price will be returned 60 days after the completion of the contract which will be held until the end of the maintenance period.

A letter of credit, in the amount of 20% of the total contract price, without a termination date. The letter of credit will be returned 60 days after the completion of the contract and after the issuance of a letter of credit for the maintenance period, without a termination date in the amount of 5% of the total contract price which will be held until the end of the maintenance period.

### 13.0R DELAYS

#### 13.4R Unforeseeable Market Conditions

13.4.1R

*Delete and replace with:*

If the costs of materials or supplies required for the Work increases or decreases as a direct result of natural disasters, Taxes, Tariffs, customs, duties, material shortages, pandemic, insurrections, war or any other event beyond the Contractor's control and which affects the source or supply of such materials or supplies that result in an increase or decrease in cost of the performance of the Work of more than 10% of the unit price or lump sum price, then the Owner and the Contractor will agree to an equitable adjustment to the Contract Price to cover the additional costs incurred by the Contractor or to provide a credit to the Owner, as applicable.

### 16.0 CONTRACTOR'S RIGHT ON OWNER'S DEFAULT

#### 16.4R Termination

16.4.1R

*Delete:*

"If the Contractor terminates the Contract under the conditions set out above, the Owner shall pay the Contractor."

- (1) For all work performed; plus
- (2) A reasonable amount for profit as determined by the Contract Administrator on account of the remaining Work; plus
- (3) Reimbursement of expenditures, such as for predicts, materials, services, Subcontractors and equipment, which the Contractor made on account of the remaining Work, plus any additional costs incurred because of the termination, as determined by the Contract Administrator."

Replace with:

"If the Contractor terminates the Contract under the conditions set out in GC 16.2.2, the Owner shall pay the Contractor.

- (1) For all work performed; plus
- (2) Reimbursement of expenditures, such as products and materials, Subcontractors and equipment, which the Contractor incurred to the date of termination on account of the remaining work."

## 20.0 PERMITS

### 20.2R Permits

20.2.3R *Add New Specification:*

"The Owner will obtain the following permits:

- (1) Ministry of Transportation and Infrastructure Permit to Construct, Use, and Maintain Works Within the Right-of-Way. Contractor to obtain Work Notification / H1080 acceptance from Jeremy Waksel prior to start of work.
- (2) Vancouver Coastal Health.
- (3) Archeology (Not applicable).
- (4) WLRUS Notification (100483802).

## 24.0 INSURANCE

**24.1R** ..... **Required** **24.1.5R**  
**Insurance**

All policies referred to in this GC shall provide that thirty (30) days notice of cancellation will be given in writing to the Named Insured and the Owner, otherwise the policies to remain in full force and effect until the Work has been completed.

Notwithstanding the foregoing, the Commercial General Bodily Injury and Property Damage Liability Insurance referred to in GC 24.11R(2) shall remain in full force and effect from the commencement of the performance of the Work for a period of not less than twenty-four(24) months following Total Performance, and

with respect to completed operations coverage for a period of not less than 24 months following Total Performance