

ECOLE ROCHER-DU-NORD
ELECTRICAL SERVICE CONTRACT
CSFP 102-SC-Elect RDN

2018 - 2022

Issued: September 2018



CONSEIL SCOLAIRE FRANCOPHONE
PROVINCIAL DE TNL
(CSFP)

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CONSEIL SCOLAIRE FRANCOPHONE
PROVINCIAL DE TNL

TENDER/CONTRACT TITLE: **ELECTRICAL SERVICES 2018-2022**

SERVICE CONTRACT NO: **CSFP 102-SC-Elec RDN**

TENDER CLOSING DATE & TIME: **Oct 5, 2018 @ 2:00PM**

TENDER ADDRESS:
Att: Peter C Smith, CPA,CGA Assistant Director
of Education (Finance and Administration)
Conseil Scolaire Francophone Provincial
De Terre-Neuve-et Labrador
65 Ridge Road, Suite 212
St. John's, NL
A1B 4P5

OWNER: Conceil scolaire francophone provincial (CSFP).

ASSISTANT DIRECTOR: Peter C Smith, CPA, CGA Assistant Director of Education (Finance and Administration)

CONTRACTOR NAME _____

CONTRACTOR'S ADDRESS: _____

POSTAL CODE: _____

TELE: _____ **FAX:** _____

EMAIL: _____

1. TENDER AND CONTRACT AGREEMENT

- 1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

- 1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: _____

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.

Appendix A - TENDER PRICE TABLE**CSFP-102-SC-Elect RND – Electrical Services 2018-2022****SECTION 1 Lump Sum Price Component**

	Building Name and Location	Amount Per Month	No of Months	Total Amount for Contract
1.01	N/A	N/A	N/A	N/A
1.02				
1.03				
1.04				
1.05				
1.06				
1.07				
1.08				
1.09				
1.10				
1.11	SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)			N/A

SECTION 2 Unit Price Component

	Description	Unit Rate	Quantity (Estimated)*	Amount (Rate x Quant.)
2.01	Hourly Rate for Electrical Services	\$	1	\$
2.02		\$		\$
2.03	SubTotal Unit Price (Sum of Lines 2.01-2.02)			\$

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

SECTION 3 Total Tender Amount

	Tender Component	Total Amount
3.01	Lump Sum Price Component (Insert Total from Section 1)	\$ N/A
3.02	Unit Price Component (Insert Total from Section 2)	\$
3.03	SubTotal (Sum lines 3.01 – 3.02)	\$
3.04	Harmonized Sale Tax (HST) (Multiply Line 3.03 by 15%)	\$
3.05	Total Tender Amount (Sum lines 3.03 – 3.04)	\$

Refer to the Supplementary Instructions to Bidders for completion of this form.

SECTION B : INSTRUCTIONS TO BIDDERS

1. GENERAL

Tenders addressed to the Assistant Director of Education, Conseil Scolaire Francophone Provincial de Terre-Neuve-et-Labrador, 65 Ridge Road, Suite 212, St. John's, NL A1B 4P5, are to be submitted in a sealed envelope. The tender envelope is to be clearly marked with the name of bidder, the tender closing time and date and the contract title including the applicable contract number.

Tenders shall be submitted on the Tender/Contract Form provided, completed in ink or typewritten, properly signed and containing security as required.

Before submitting a tender, bidders are required to fully inform themselves of the existing conditions and limitations and are invited to visit the sites of the proposed Work. Subsequent claims resulting from failure to properly examine the site will not be considered.

Tenders must be received at the address noted above on or before the exact closing time and date indicated in the public advertisement or as amended by an addendum. Tenders received after that time will not be considered.

Bidders are cautioned to examine the Contract Documents thoroughly to determine the nature and extent of the work. During the tendering period any inquiries as to the scope of the Work are to be directed to the Assistant Director of Education (Finance and Administration).

No interpretations or explanations are to be considered part of the Contract Documents, or will be binding on the Owner, unless issued as addenda.

2. TENDER SECURITY AND COMMENCEMENT OF WORK

A tender security, in the amount stipulated in the Supplementary Instructions To Bidders Art. 9, must accompany the tender. This security shall be in the form either of a Certified Cheque, a Money Order or a Bank Draft from a recognized financial institution registered to do business in the Province, made payable to the Owner. No other form of tender security including cash will be accepted.

The tender security will be forfeited to, and become the property of, the Owner if the bidder, after having been issued a Letter of Acceptance within the tender validity period specified in Clause 9 of this Section B, fails to provide the required Workplace, Health, Safety & Compensation Commission documentation and insurance certificate, and commence work under the contract, within the times provided in the Contract Documents.

The Contractor shall not commence work under the contract until Owner has indicated its satisfactory receipt of the Workplace, Health, Safety & Compensation Commission documentation and insurance certificate (see GC17 and GC18 of Section C) by having completed Clause 6: "Documentation Received and Completed" of Section A: Tender/Contract Form and issued a copy thereof to the Contractor.

Owner's right respecting the bid security shall be in addition to, and not in substitution for, or limitation of, any other rights that Owner may have for a default of the bidder.

The tender security of the bidders ranking second and third behind the preferred bidder will be returned to them upon expiration of the tender validity period. Tender security of bidders ranking higher than third will be returned after the tender opening.

3. PERFORMANCE SECURITY

The tender security of the successful bidder will be retained as a performance security for the duration of a contract. No other performance security will be required. Upon satisfactory completion of the Work the performance security will be returned to the Contractor. Owner's rights respecting the performance security shall be in addition to, and not in substitution for or limitation of, any other right Owner may have for default of the Contractor.

4. COMPLETION OF THE TENDER/CONTRACT FORM

Type or legibly print all information required, including numbers of Addenda received during the tender period and a listing of subcontractors, if applicable, in the appropriate spaces.

Clause 5: "Signature of Tenderer" of Section A: Tender/Contract Form shall be signed, as follows, and must be witnessed:

- a) If a Sole Proprietor, indicate "Sole Proprietorship" next to signature.
- b) If a Partnership, all partners must sign. Indicate "Partner" next to signature.
- c) If a Limited Company, indicate next to signatures the corporate title of the signing officers.

5. UNACCEPTABLE TENDERS

The following will be considered as unacceptable and will not be considered:

- a) Tenders received after the tender closing time;
- b) Facsimile tenders; or
- c) Tenders not accompanied by the required tender security.

6. DEFECTIVE TENDERS

Tenders with the following defects may be rejected if, in the opinion of Owner, the defect is material:

- a) Tenders not submitted on the Tender/Contract Form provided;
- b) Incomplete tenders; or
- c) Tenders containing qualifications or clauses additional to the Tender/Contract Form.

Bidders hereby acknowledge and agree that the Owner's determination of whether a defect is material is final, with respect to either its tender or the tender of any other bidder, and shall not be made the subject of judicial review.

7. AMENDMENT TO TENDERS

Properly documented amendments to the tender will be permitted up to the tender closing time. Amendments documented by facsimile or handwritten will be acceptable. Amendments must be signed by a signing officer who signed the Tender/Contract Form.

8. ADDENDA

- a) During the tendering period, any required additions to, deletions from, or alteration to the Contract Documents will be issued in the form of an addenda. All such addenda will become a part of the Contract Documents.
- b) Bidders are responsible for ensuring that all addenda issued during the tender period, including addenda bound into the Contract Documents, have been received. Bidders must insert the numbers of all addenda to the Contract Documents in the space provided in Clause 2 of Section A: Tender/Contract Form: If no addendum has been received, the word "NONE" should be inserted. If the space is left blank all addenda will be deemed to have been received.

9. ACCEPTANCE OF TENDERS

- a) The Owner may reject any and all tenders and the lowest or any tender will not necessarily be accepted.
- b) Tenders shall be irrevocable and remain in effect and open to acceptance by issuing of a Letter of Acceptance for a period of sixty (60) days, the tender validity period, from the tender closing time.
- c) A contract for the performance of the Work shall come into effect, and the successful bidder becomes the Contractor, on award of the Contract by issuing of the Letter of Acceptance within the tender validity period.

10. TENDERING BRIEFINGS

- (a) Tender briefings may be held for some tenders and, where applicable, the location, date and time and other particulars will be stated in the tender advertisement or an addendum. Unless otherwise indicated attendance at tender briefings will be voluntary. If tender briefings are stipulated, in the tender advertisement or addendum, to be mandatory then each Bidder is to be individually represented. Failure by Bidders to attend mandatory tender briefings shall result in their bids being declared unacceptable.
- (b) Any matters discussed at tender briefings that add, delete or alter the Tender Documents shall be issued as an Addendum.

SECTION C : SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. DURATION OF CONTRACT

1. The duration of each contract shall be from **00:01 hours on October 15, 2018 to 24:00 hours on August 31, 2022**. Should the start date be delayed for any reason so that the number of inspections or service is reduced, then the value of the contract will be reduced proportionately. Regardless of the start date the contract expiry date shall be **August 31, 2022**.
2. This contract may be extended on a month to month basis for up to twelve (12) months beyond the normal scheduled expiry date, if both parties mutually agree. The contract extension shall be with the same terms, conditions and cost as the original period of the contract. The unit rate for service under any contract extension shall as per the original rates bid in this tender.

2. SCHEDULE OF WORK

Requirements pertaining to the scheduling of work are outlined in Section D Technical Requirements.

3. PAYMENTS

1. The Owner will make equal monthly payments for the lump sum portion of each contract based upon receipt of the Contractor's invoice. The Owner may choose, at its discretion, to waive the requirement for the Contractor to submit invoices and, to simplify administrative processes, choose to generate the necessary invoices automatically. In either instance, the invoices will be certified for payment at the end of each month with payment to the Contractor forthcoming within twenty-one (21) days from month end.
2. In accordance with GC 14 Defective or Uncompleted Work or GC 6 Owner's Right To Do Work, the Owner may make deductions from invoices for any uncompleted or unsatisfactory work. If the Owner directs and the Contractor subsequently corrects or satisfactorily completes the work, the amount of the deductions will be added to the next Contractor's invoice. If the Owner directs that the work not be completed or the work is not corrected satisfactorily, the contract amount will be reduced by the amount of the deductions in the form of a credit change order.
3. Payment for extra work will be made upon completion of the work and receipt of the Contractor's invoice quoting the applicable work order/change order number. There is no guarantee of any specific amount of extra work in any contract.
4. Payment for unit rate work will be made upon completion of the work and receipt of the Contractor's invoice. Such invoices shall identify the contract number, nature of the work completed, work location, date, work order or change order number, hours worked, hourly rates, material costs and markups, and any other separate charges. The Contractor shall also supply, upon request, supplier or sub-contractor backup documentation for any material or other charges exceeding \$100. This contract does not guarantee any specific amount of unit rate work.
5. For Contracts that have seasonal services, the payment amounts and frequencies may be adjusted proportionate to the work.

4. COMPLETION OF THE TENDER/CONTRACT FORM

1. Each contract number will constitute a separate contract. A separate tender/contract form is required for each contract. Each contract must be bid on in its entirety. Contractors are advised that the Summary of Work Requirements are found under Section D. Bidders are expected to thoroughly review these requirements and to completely familiarize themselves with all buildings covered by each contract.
2. The tender/contract form is to be completed as described. Bidders are to type or legibly print all the required information, including the project name, contract number, duration of contract, tender closing date and time, contractor's name and address, numbers of addenda received, and any other pertinent information in the spaces provided. Details on the scope of work are given in the Technical Requirements section of this specification.

3. Tender/Contract Form: Appendix A - Tender Price Table:
 1. Under Section 1 Lump Sum Price Component, Bidders are to provide a lump sum price for each building in a contract by giving a cost per building per month (or other time period as specified) and an extended price for the full duration of the contract. The number of months in the contract shall be as stated on the tender/contract form and/or as stated in Art. 9, under the heading "Service Periods".
 2. Under Section 2 Unit Price Component, Bidders are to provide the unit rate to be charged for services as may be specified under the heading on the tender/contract form entitled "Description". The unit rate quoted for each service, as stated on the tender/contract form and/or as stated in Art. 9 under the heading "Unit Price", shall be multiplied by the estimated quantity and then added to get the total unit rate amount. The estimated quantities for the unit rate services are made for bid evaluation purposes only and the contractor will be paid based on actual work authorized by the Assistant Director's representative and subsequently completed by the Contractor. No specific amount of unit rate work is guaranteed for this contract.
 3. The Total Tender Amount is the subtotal of Section 1 Lump Sum Prices and the subtotal of Section 2 Unit Price Components and shall include the harmonized sales tax (HST).
 4. The tendered prices shall be the inclusive cost to the Owner and shall include all taxes, royalties, custom duties, foreign exchanges, transportation costs, travelling time, overhead, profit, fringe benefits, administration costs, supervision, coordination fees, materials, equipment and insurance charges.

5. CONTRACT EXTENSION

This contract will expire on the date indicated in Art. 1 but may be extended on a month to month basis, to a maximum of twelve months, subject to mutual agreement of the Contractor and the Owner. The contract extension shall be subject to the same terms, conditions, and costs as the original contract, including any unit prices quoted on Appendix A- Tender Price Table.

6. ESCALATION

The Contract Amount and any unit prices quoted on Appendix A – Tender Price Table will not be subject to escalation or adjustment, unless provided otherwise elsewhere in the Contract Documents, for the full duration of the contract period indicated in Art. 5.

7. CERTIFICATE OF RECOGNITION PROGRAM

The Certificate of Recognition Program, as stipulated in GC 29, is a requirement of this contract.

8. MINIMUM WAGE

The Contractor shall be entitled, upon request, to reimbursement of additional costs associated with changes in minimum wage legislation during the period of this Contract, which were previously unannounced prior to tender close. The Contractor shall bear responsibility for providing sufficient payroll information or other documentation, as may be requested, to substantiate a request.

9. TENDER SECURITY

The Contractor shall submit a tender security of five hundred dollars (\$ 500.00) with the tender submission.

SECTION D : GENERAL CONDITIONS

1. DEFINITIONS

- .1 The contract documents shall consist of the letter of acceptance, the signed Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, the Drawings, if any, and the specifications, including all modifications thereof incorporated in any of the documents before their acceptance.
- .2 The Owner, the Contractor and the Assistant Director are those named as such in the Tender/Contract Form.
- .3 "Subcontractor" means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.
- .4 "Work" includes all labour, materials, and services required, as shown or described in the contract documents.

2. DOCUMENTS

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labour, equipment and materials necessary for the proper execution of the work. The various documents shall take precedence over other documents in the following descending order; Letter of Acceptance, Tender/Contract Form, General Conditions, Specifications, and Drawings, if any. Within this order documents of later date shall govern, and Drawings of larger scale shall govern drawings of smaller scale.

3. RECORDS TO BE KEPT

- .1 The contractor shall maintain and keep full records, vouchers, and other correspondence and information in respect of his/her estimates and actual cost of the work, and shall make them available for copy, audit or inspection by the Assistant Director.
- .2 Records shall include all relevant information such as the number of employees engaged on the work daily, hours worked and type and quantity of materials used, and any other data required by the Assistant Director. Written progress reports indicating the work completed and the status of incomplete work are to be provided to the Assistant Director each month if requested.

4. ASSISTANT DIRECTOR'S INSTRUCTIONS AND DECISIONS

- .1 The Assistant Director, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.
- .2 The Contractor shall notify the Assistant Director in writing within ten (10) days of receipt of a decision of the Assistant Director referred to in GC 4.1 should the Contractor hold that such decision is in error and/or at variance with the Contract Documents. Unless the Contractor fulfills this requirement, subsequent claims by the Contractor for extra compensation, arising out of the decision, will not be accepted.
- .3 If the question of error and/or variance is not resolved immediately, and the Assistant Director decides that the disputed work shall be carried out, the Contractor shall act according to the Assistant Director's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 8 - Settlement of Disputes and Claims.
- .4 During the progress of the Work the Assistant Director shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents and issued with reasonable promptness and in accordance with any schedule agreed upon. Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time and may be in the form of drawings, samples, models or written instructions.

5. SUPERINTENDENCE AND WORKMEN

The contractor shall keep a competent superintendent on the work, authorized to receive any order or communication in respect of the contract. Any superintendent or workman deemed unacceptable by the Assistant Director will be removed from the site of the work and replaced forthwith.

6. OWNER'S RIGHT TO DO WORK

- .1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that the Contractor is in default of their contractual obligations and instruct them to correct or rectify the default within five (5) days of receiving the notice.
- .2 If the correction or rectification of the default as enumerated by the provisions of GC 6.1 above, cannot be completed within the five (5) days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he or she:
 - a) commences the correction or rectification of the default within the specified time;
 - b) provides the Owner with an acceptance schedule for such correction; and
 - c) completes the correction in accordance with such schedule.
- .3 If the Contractor fails to comply with the provisions in GC 6.1 and GC 6.2 the Owner may, without prejudice to any other right or remedy he or she may have, correct or rectify such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- .4 Any second occurrence requiring the issuance of such written notice will be cause for immediate termination of the Contract in accordance with GC 7. The Owner reserves the right to decide whether or not to terminate a Contract in any given circumstance and the failure by the Owner to terminate following a second occurrence shall not constitute a waiver of any prior occurrence.

7. OWNER'S RIGHT TO TERMINATE CONTRACT

- .1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of insolvency, the Owner may, without prejudice to any other right or remedy he or she may have, by giving the Contractor written notice, terminate the Contract.
- .2 The Owner may notify the Contractor in writing that he or she is in default of their contractual obligations, if the Contractor:
 - a) fails to proceed regularly and diligently with the Work;
 - b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof;
 - c) refuses or fails to supply sufficient properly skilled persons or proper workmanship, products or construction machinery and equipment for the scheduled performance of the work within five (5) days of receiving written notice from the Assistant Director;
 - d) fails to make payments due to Subcontractors, suppliers or workers;
 - e) persistently disregards laws or ordinances, or the Assistant Director's instructions; or
 - f) otherwise violates the provisions of the Contract.

Such written notice by the Owner shall instruct the Contractor to correct or rectify the default within five (5) days from the receipt of the written notice.

- .3 If the correction or rectification of the default, as enumerated by the provisions of GC 7.2 above, cannot be completed within the five (5) days specified, the Contractor shall be considered to be in compliance with the Owners' instructions if the Contractor:

- a) commences the correction or rectification of the default within the specified time;
 - b) provides the Owner with an acceptance schedule for such correction; and
 - c) completes the correction in accordance with such schedule.
- .4 If the Contractor fails to correct or rectify the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy, stop the work or terminate the Contract.
- .5 Subject to the Contract being terminated under the conditions set out above, the Owner shall be entitled to:
- a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method deemed expedient but without undue delay or expense;
 - b) withhold any further payments to the Contractor until the work is finished;
 - c) upon completion of the work, charge the Contractor by way of setoff the amount by which the full cost of finishing the work and a reasonable allowance to cover the cost of any corrections required warranty, exceeds the unpaid balance of the Contract Price, or if such cost of finishing the work is less than the unpaid balance of the Contract Price, pay the Contractor the difference; and
 - d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

8. SETTLEMENT OF DISPUTES AND CLAIMS

- .1 In the case of any disputes or claims arising between the owner and the contractor as to their respective rights and obligations under the contract, either party hereto may give the other written notification of such a dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.
- .2 Legal proceedings shall not take place until after the performance of the disputed work except:
- .1 When the dispute concerns a certification for payment;
 - .2 Where either party can show that the matter in dispute requires immediate consideration while evidence is available; or
 - .3 In the case of legal proceedings, where the action may become prescribed by reason of delay.

9. EMERGENCIES

The Assistant Director has authority in any emergency to stop the progress or make changes to the work whenever in his/her opinion such stoppage or changes may be necessary to ensure the safety of life, or of the structure, or neighbouring property.

10. MATERIALS, APPLIANCES, WORKMANSHIP

- .1 Unless otherwise stipulated the contractor shall provide and pay for all materials, labour, tools, equipment, necessary for the execution of the work.
- .2 The Owner will supply all heat, light, power, and hot and cold water as may be required and available from existing services. The contractor shall be responsible for all extensions of the heating, lighting, and water systems that he may require.

- .3 The contractor must purchase materials and goods produced or manufactured in Newfoundland and Labrador where these materials or goods are available, competitive in quality and cost, and meet the requirements of the specifications.

11. STORAGE

- .1 Where deemed necessary by the Assistant Director for expeditious execution of the work, adequate storage space in close proximity to the work will be provided for the contractor's use. The contractor will be totally responsible for keeping this area clean, hazard free and secure.
- .2 The Assistant Director's written permission is required before erecting any temporary structure.

12. LABOUR

- .1 The contractor shall meet the requirements of the labour laws of the Province of Newfoundland and Labrador in carrying out this work and all other labour laws applicable to the area in which the work is being done.
- .2 Each person employed on the work shall be qualified and competent for that specific trade or duty in which employed and shall be paid as minimum the standard rates of wages applicable thereto.
- .3 Personnel engaged in the work shall be capable of functioning effectively and co-operatively with the building's staff, occupants, and the visiting public. The contractor is to supply the necessary equipment to his/her employees for performance of their duties.
- .4 All personnel will present a clean, neat and orderly appearance at all times and shall conform to all regulations and ensure that high standards of tact, courtesy and discretion are maintained in all places of their work.
- .5 If so requested by the Assistant Director, the contractor will supply and require his/her employees to wear identity badges acceptable to the Department.
- .6 In engaging labour for the work, first consideration will be given to the employment of available and competent workmen who are resident in the area where the work is being done.
- .7 The contractor shall maintain and keep available for inspection by the Assistant Director, a record of the names and addresses of all individuals who will be performing work.
- .8 The contractor must inform his/her employees that a security clearance, in accordance with GC 28 Security Clearances, may be required. If requested, the contractor will have this check undertaken.

13. INSPECTION OF THE WORK

- .1 The Assistant Director shall be permitted to inspect the contractor's work at any time.
- .2 The contractor shall make all necessary arrangements with any authority having jurisdiction over the work for the performance of any inspections which may be required and shall notify the Assistant Director at least twenty four (24) hours in advance of such inspections. The contractor shall be on the site during all inspections.

14. DEFECTIVE OR UNCOMPLETED WORK

- .1 Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Assistant Director as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.
- .2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- .3 If, in the opinion of the Assistant Director, it is not expedient to finish uncompleted work or correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the

difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Assistant Director. This action will also be treated, by giving the Contractor written notice, as a first occurrence under GC 6.4 Owner's Right To Do Work or, in cases of a second or multiple occurrence, as cause for contract termination.

15. PROTECTION OF WORK AND PROPERTY

- .1 The contractor shall provide and maintain adequate protection as approved by the Assistant Director for the building and its contents during the progress of his/her work.
- .2 The contractor will be solely responsible to ensure that the owner's property is not damaged, destroyed or stolen during the progress of work. Any damage or injury, resulting from the actions of the contractor or his/her employees to the work and the property of the owner will be made good with new materials as required to match existing work in kind, quality, and workmanship at the expense of the contractor.
- .3 Before commencing any work the contractor shall assess the effect of the proposed work on the existing building structure or systems. Any work which could result in an adverse effect on building safety and operations must be brought to the attention of the Assistant Director for approval.
- .4 The contractor shall be completely responsible for the safety of the work as it applies to protection of the public and property and the construction of the work. The codes that must be followed and enforced for safety are:
 - .1 The National Building Code of Canada, Part 8, Construction Safety Measures (Latest Edition).
 - .2 The Workplace, Health, Safety & Compensation Commission Accident Prevention Regulations (Latest Edition).
 - .3 Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code.
 - .4 The Occupational Health & Safety Act and Regulations, including W.H.M.I.S. Regulations.

16. SAFETY HAZARDS

- .1 The contractor shall report immediately to the Assistant Director any equipment or conditions which could be considered unsafe.
- .2 No materials will be stored on site where they might present a hazard to property, personnel or affect the normal operating functions of the building.
- .3 The contractor will abide by the work place Hazardous Materials Information Systems Regulation (WHMIS) under the Occupational Health and Safety Act. This includes submitting Material Safety Data Sheets (MSDS) to the Assistant Director and posting same.

17. LIABILITY INSURANCE

- .1 Indemnification
 - a) Except as provided in (b) the Contractor shall be liable for, and shall indemnify and hold harmless the Owner from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:
 - (i) in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and
 - (ii) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.
 - b) The Contractor shall not be liable under (a) if the injury, death, loss or damage is due to any act or

neglect of the Owner.

.2 Commercial General Liability Insurance

- a) Without restricting the generality of GC 17.1 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his/her existing policy, Commercial Liability Insurance acceptable to the Owner and subject to limits set out in detail in the Certificate of inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- b) This insurance shall include, as an additional insured, the Owner. The Contractor shall not commence any work until he obtains, at his/her expense, all required insurances as specified in the General Conditions. Such insurance must have the approval of the Assistant Director and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this Contract until the same insurance requirements have been compiled with by the Subcontractor.
- c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner, if any with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.
- d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:

1) premises and operations liability	2) products or completed operations liability
3) blanket contractual liability	4) broad form property damage
5) cross liability	6) elevator and hoist liability
7) contingent employer's liability	8) personal injury liability
9) liability with respect to non-owned licensed vehicles	10) shoring, lasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable only.

.3 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles, subject to limits set out in the Certificate of Insurance inclusive.

- .4 All insurance policies shall contain an endorsement requiring notification of the Owner and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change except in the event of non-payment where policy conditions dealing with termination will apply.

18. **WORKPLACE, HEALTH, SAFETY & COMPENSATION COMMISSION**

- .1 The Contractor shall within 14 days of award of the contract provide suitable documentation certifying that he is registered and in good standing with the Workplace, Health, Safety & Compensation Commission. Non-incorporated companies, such as partnerships, sole proprietorships, and independent operators, must provide coverage for any employees and personal coverage for the principal(s).

19. **ACCIDENTS AND CLAIMS**

- .1 Promptly report in writing to the Assistant Director all accidents whatsoever, arising out of or in connection with the performance of the work whether on or adjacent to the site which caused death, personal injury, or property damages.
- .2 If any claim is made against the contractor or subcontractor on account of any accident, the contractor shall promptly report the facts in writing to the Assistant Director giving full details of the claim.
- .3 The contractor should provide a first aid kit at the site of the work to treat minor injuries occurring in connection with the work.

20. **PERMITS, NOTICES AND LAWS**

The contractor shall obtain and pay for all necessary permits, certificates, licence or other fees required for the execution of the work. The contractor shall comply with all laws, ordinances, rules, and regulations relating to the work.

21. TAXES

- .1 Except for the HST as outlined in Article GC 21.2, the Contractor shall pay all taxes as required by Legislation, and these are to be included as part of any prices quoted.
- .2 Contractors are advised that the CSFP is not exempt from the Harmonized Sales Tax (HST). The Owner will pay the HST to the Contractor with each regular progress billing.

22. ASSIGNMENT

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

23. PROGRESS OF WORK

- .1 Following the receipt of the letter of acceptance from the Owner and the provision of Bonding, Proof of Insurances and the Workplace Health, Safety, and Compensation Commission Certificate, as required by the contract documents, the Contractor shall begin the work and shall prosecute the work regularly with sufficient force to secure the completion of the work to the satisfaction of the Assistant Director.
- .2 The contractor must arrange to meet the Assistant Director during normal work hours to discuss work routines, problem areas, etc., prior to each servicing or inspection visit.
- .3 The contractor shall familiarize himself with building rules regarding smoking, wearing apparel, off-limit areas, hard hat areas and shall strictly observe these rules.
- .4 All safety measures presented by the authorities have jurisdiction respecting fire hazards and personnel shall be observed at all times. Personnel should become familiar with the use and location of fire fighting equipment.

24. CHANGES IN THE WORK AND EXTRA WORK

- .1 The Owner, or the Assistant Director, without invalidating the Contract, may make changes to the Work or may require the Contractor to do extra Work by supplying services not included in the original scope of the Work or may add buildings or portions of buildings to or delete buildings or portions of buildings from the Contract.
- .2 Extra Work or changes in the Work shall not be started until the Assistant Director's written approval has been obtained. No additional payments will be made for unauthorized work.

25. VALUING CHANGES AND EXTRA WORK

If any change causes an increase or decrease in the cost of carrying out the Work in comparison with what the Contractor's cost would have been had no change been made in the Work, or if extra Work is approved, payment to the Contractor shall be adjusted as follows:

- a) in the case where buildings or portions of buildings are deleted from the Contract the Owner may, at its option, elect to have such adjustment based on the tender breakdowns set out in Appendix A: Tender/Contract Form, proportionate to the breakdown for that building and the service rendered to the date of deletion;
- b) to the extent that they are appropriate, unit prices or lump sum prices in the Contract shall apply;
- c) to the extent that there are not, in the opinion of the Assistant Director, appropriate unit prices or lump sum prices in the Contract, adjustment shall be made on the basis of lump sums or unit prices agreed upon by the Owner and Contractor for such changes and extra work then being authorized or billed;
- d) to the extent that adjustment has not been made pursuant to paragraphs a, b, or c above of this GC25,

by payment to the Contractor of its cost, as approved by the Assistant Director, to perform the subject Work plus a mark up of 10% of such costs for overhead and 10% of such cost and overhead for profit, provided that Contractor's cost shall not include any cost for material or the like that are recoverable by the Contractor under any other provision of the Contract.

26. **CLEANING-UP**

The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or the work. The work area shall be kept in a clean condition, satisfactory to the Assistant Director.

27. **APPLICATION FOR PAYMENTS**

- .1 Payment for the work shall be as indicated on the Tender/Contract Form and/or described herein.
- .2 Applications for payment for any work that is carried out as part of the unit price portion of the contract are to be made upon completion of the work.
- .3 Notwithstanding this clause or any other provision of this contract, the Owner may in the event of a claim by the Owner against the Contractor for damages arising out of the performance or non-performance of the contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this clause.

28. **SECURITY CLEARANCES**

The Contractor shall inform his employees that a Certificate of Conduct will be required every two years. Only individuals with security clearance satisfactory to the Assistant Director will be accepted. The Contractor must ensure all security certificates are submitted, if requested, to the Assistant Director prior to the start of the contract.

29. **CERTIFICATE OF RECOGNITION**

- .1 If stipulated in the Supplementary Instructions To Bidders, the Contractor shall prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.
- .2 At anytime during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance from all Subcontractors.

30. **CONTRACTOR'S PERFORMANCE EVALUATION**

Contractors are advised that Contractor Performance Evaluation System has been introduced. Upon completion of each contract, the contractor's performance will be evaluated according to prescribed criteria.

In accordance with the Public Tender Act Regulations 1998, NFLD Reg. 10/98, Section 3(4), contractors may be required to maintain a certain performance rating to bid. Contractors whose performance on previous contracts falls below the required minimum may have their bid disqualified.

CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK:				
PROJECT NO:	AWARD DATE:	VALUE		
INSURER:				
ADDRESS:				
BROKER:				
ADDRESS:				
INSURED NAME OF CONTRACTOR:				
ADDRESS:				
ADDITIONAL INSURED (Excluding Automobile Liability Policy)				
<input checked="" type="checkbox"/> The OWNER, Conseil Scolaire Francophone Provincial (CSFP) <input checked="" type="checkbox"/> The Occupant/Operator of the Property: <input type="checkbox"/> Project Consultants of the OWNER (excluding professional liabilities)				
This document certifies that the following policies of insurance and indicated coverage are at present in force subject to the terms, conditions and exclusions as contained therein covering the operations of the insured in connection with the above noted contract made between the named insured and the Owner.				
POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE Y/M/D	LIMITS OF LIABILITY
1.1 COMMERCIAL GENERAL LIABILITY or 1.2 WRAP-UP LIABILITY (Including where indicated) A. BLASTING B. PILE DRIVING OR CAISSON WORK C. REMOVAL OR WEAKENING OF SUPPORT				\$2,000,000 Minimum
2A. BUILDERS' RISK "BROAD FORM" or 2B. INSTALLATION FLOATER "BROAD FORM" or 2C. PIERS, WHARVES, & DOCKS RIDER	Not required			100% Contract Value if Exceeds \$25,000
3. AUTOMOBILE LIABILITY INSURANCE				\$2,000,000 Minimum
4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE	Not required			
5. ENVIRONMENTAL IMPAIRMENT LIABILITY	Not required			
6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE	Not required			
6. HULL & MACHINERY INSURANCE, and PROTECTION & INDEMNITY Insurance including 4/4 th COLLISION LIABILITY	Not required			
The Insurer agrees to notify the Owner, as defined above, in writing, thirty (30) days prior to cancellation, termination or material change of any policy.				
NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE :	SIGNATURE:	Date:		
		Tele.:		
		Email:		
Issuance of this certificate shall not limit or restrict the right of the Owner to request at any time duplicate certified copies of said insurance policies.				

SECTION E - TECHNICAL REQUIREMENTS

1. SCOPE OF WORK

1. The Contractor shall supply all labor, materials, tools, equipment, and test instruments necessary except as otherwise particularly instructed, for the proper performance of maintenance and minor construction on the electrical systems in the buildings listed. All work shall comply with the requirements of the Canadian Electrical Code, latest edition.

2. WORK ORDERS

- .1 Each item of work shall be requested on a Work Order, issued by the Assistant Director, describing the Scope of Work. If further information is required by the Contractor regarding any Work Order, he should contact the Assistant Director.

If the Contractor should become aware of any apparent error or omission within the Scope of Work, as so described, he shall request clarification from the Assistant Director.

- .2 The Contractor shall, when requested, provide detailed sketches and recommendations as to the manner he proposes to carry out the work, and shall not commence the work until receipt of the Assistant Director's approval.

3. SHOP DRAWINGS AND OPERATING MANUALS

- .1 The contractor shall furnish for review by the Assistant Director any samples or shop drawings which may be required by the specifications, in such numbers or form as may be deemed necessary by the Assistant Director.
- .2 All operating manuals and technical literature for new equipment installed by the contractor shall be provided to the Assistant Director in duplicate in a suitable ring binder with the name of the project and the work order on the cover.
- .3 The contractor shall keep the Assistant Director informed on all changes to the building systems and their effect on the building operation and shall instruct the Assistant Director on the proper operation and maintenance of new equipment and systems.

4. COOPERATION

- .1 The contractor shall cooperate with the individual in charge of the premises and with other trades as required for satisfactory and expeditious completion of the work.
- .2 All new work and making good of all trades shall be equal in kind, quality and finish to that of the existing work.
- .3 The contractor shall carry out all work required to maintain the building services and to provide necessary access for personnel and vehicles, whenever his work affects occupied portions of the building.
- .4 During the period of the contract, the contractor may be required to work with or to supervise on behalf of the Assistant Director, contract maintenance personnel working on other specialized equipment. The contractor shall fully cooperate and assist as required.

5. MATERIALS

.1 General

All materials shall conform to all applicable Codes, By-Laws, or other relevant standards.

.2 New Materials

All materials must be new and of good quality. Generally, materials supplied for replacement of defective materials shall be of the same type and quality, and have identical operating characteristics, as the original

material. Where this is not possible, the approval of the Assistant Director shall be obtained. The quality of material for new work must be approved by the Assistant Director before purchase by the Contractor to ensure that the items are compatible with the requirements for the building. In some instances, material will be supplied by the Assistant Director.

.3 Existing Materials

The Contractor shall inspect materials and equipment removed from existing building installations and recommend to the Assistant Director those items he feels can be reused. The Assistant Director will instruct the Contractor whether to dispose of the items or store same in the building for future use.

6. WORK FORCE

.1 General

.1 The Contractor would not necessarily be required to carry a permanent staff in the building at all times, but he must commence the work within twenty-four (24) hours after notification by the Assistant Director. The Assistant Director reserves the right to regulate the number and classification of men assigned to any job in the building as indicated on the tender form.

.2 The Contractor shall employ only certified and qualified trades persons in the buildings, Qualified trades persons shall mean licensed or Certified by the Government of Newfoundland and Labrador. The Contractor shall employ sufficient personnel to meet this requirement.

.2 Work Week

A regular work week shall be Monday to Friday. However, should the owner deem it necessary to have work done on weekends, holidays, outside regular work hours, the Contractor will be required to carry out such work at the rate specified in the tender form.

.3 Emergency Calls

The Contractor shall respond within 2 hours to emergency or urgent calls from the building during or after normal working hours. When these calls request the Contractor's help for emergencies, the Contractor should be prepared to respond within two hours to offer assistance as requested.

.4 Check-In and Check-Out Times

a) In buildings that are manned, the department will provide one Contractor's Log Book for all service trades. The Contractor must have each of his employees sign themselves in and out of the building noting the time of entry and departure. All notations in this log must be countersigned by an Owner's representative. This requirement is in addition to requirements for time sheets as outlined elsewhere in this Section.

b) The contractor shall have each of his employees complete and sign the Contractor's Time Sheets each day for each time he enters or leaves the building. These time sheets must then be signed each day by the Owner's representative. Distribution of these time sheets will be outlined during the preconstruction briefing.

.5 Shop Time

a) Payment will only be made for time actually worked in the building except for shop time. Where equipment needs repairs requiring shop time, the Contractor shall notify the Assistant Director of the nature of the repairs requiring shop time, and obtain prior approval before the equipment is removed from the building. Repairs in shops, other than the Contractor's shop, must be accompanied by a copy of the invoice charged to the Contractor. Payment for shop work will be as per Clause 24, Section C, "Changes in the Work and Extra Work".

7. WORK ORGANIZATION

- .1 The Contractor shall report to the Building Custodian or any other person appointed by the Assistant Director before commencing any work. No payment will be made for work started without such notification. No area of the building will be entered without permission.
- .2 Any work that may interfere with normal building operations shall be checked and coordinated with the building custodian. Streets, sidewalks, parking areas, etc., shall not be obstructed without the permission of the authorities having jurisdiction and the Assistant Director.
- .3 The Contractor shall familiarize himself with building rules regarding smoking, wearing apparel, off limit areas, hard hat areas, etc., and shall strictly observe these rules.

8. TOOLS, EQUIPMENT AND TEST INSTRUMENTS

- .1 The Contractor shall provide all tools and equipment required for the performance of the work.
- .2 The Contractor shall provide all test instruments required for the accurate testing, balancing and adjusting of systems controls and equipment to the satisfaction of the Assistant Director.

9. TEST AND SHUTDOWN

- .1 The Contractor shall perform tests on any new services or equipment he installs required by any law, ordinance, public authority or as requested by the Assistant Director.
- .2 Tests involving shutdown of parts or areas of building's equipment shall be coordinated with the building custodian and have approval of the Assistant Director.
- .3 The Contractor shall be held responsible for any damage to existing systems and equipment caused when new services are tested.
- .4 The Contractor shall notify the Assistant Director at least twenty-four (24) hours before performing tests since all tests will be witnessed by the Assistant Director or his representative.

10. ACCESS PANELS

- .1 The Contractor shall be responsible for planning necessary openings, passages, sleeves, etc., for his work and advising the Assistant Director so that openings provided by other trades are available at the proper time and in the correct location. The Contractor shall ensure that all openings are satisfactorily patched after job completion. Under normal conditions, the Owner shall use his own forces to perform cutting and patching.
- .2 The Contractor shall ensure that all equipment that will require future servicing, maintenance or operation, is installed in readily accessible locations. Where necessary access doors, panels, etc., conforming to adjacent interior finishes, as approved by the Assistant Director shall be provided.

11. MAKING ABANDONED SYSTEMS SAFE

All services which are to be abandoned as a result of the Contractor's work shall be disconnected in a manner satisfactory to the Assistant Director.

12. APPRENTICE RATES

- .1 The Contractor will be paid a unit hourly rate for apprentices based on the following percentages of the rate/hour for qualified trades persons quoted on the tender/contract form. The rate for laborer will be the same as for a first year apprentice.

1st year apprentice - 55% of the quoted rate/hour on the tender/contract form or minimum wage, whichever is greater.

2nd year apprentice - 65% of the quoted rate/hour on the tender/contract form or minimum wage, whichever is greater.

3rd year apprentice - 75% of the quoted rate/hour on the tender/contract form or minimum wage, whichever is greater.

4th year apprentice - 90% of the quoted rate/hour on the tender/contract form or minimum wage, whichever is greater.

- .2 The contractor shall provide proof of Good Standing in the apprenticeship program for apprentices.

13. GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of approval of completion of each particular item of work.

14. BILLING

- .1 The Contractor when submitting his request for payments shall invoice the Conseil Scolaire for the actual time spent on the job site as substantiated by the Conseil Scolaire's Time Sheets. Where the actual hours spent on the job is not equal to the hour or one-half hour the contractor shall invoice to the nearest highest one-half hour. All completed or partially completed work must be invoiced for within a 60 day period. The Contractor must quote the applicable Contract Number on invoices/time sheets when submitting for payment. All invoices must have all charges broken down into labour and materials, with any applicable markups broken out.
- .2 The cost of any materials required for work carried out under this contract shall be paid at invoice cost (contractors net cost) plus 10+10 % markup to cover all associated contractor costs, including delivery to site, overhead and profit. The contractor will be expected to provide original invoices for all materials with a value greater than \$100.00, at the request of the Assistant Director or his representative, or for any other specialized or bulk quantity items at the request of the Assistant Director. Where a single item cost is greater than \$300.00 the contractor will be expected to solicit quotes from three qualified suppliers, where ever possible. The contractor shall purchase materials from the lowest priced supplier.
- .3 The unit rate charged under this contract shall be the hourly rate quoted in the tender form and shall include all fringe benefits, transportation costs, travelling time, administration costs, overhead, profits or any other relevant costs. The hourly rate shall also be such to include all expendable commodities normally used in carrying out the work, such as tools, equipment, etc. The hourly unit rate will apply to time worked during regular hours, after regular business hours, and weekends. The hourly rate for work on public Statutory Holidays as prescribed in the Shop Closing Act shall be as defined in Provincial Legislation at 1.5 times the regular hourly unit rate quoted in the tender form for a qualified tradesperson.

15. INTENT OF CONTRACT

This contract is generally intended to include unit price electrical work of a minor nature and/or emergency nature. Work of a more extensive nature may be authorized under this contract but will normally be awarded by a fixed price work order, obtained through a separate invited or public tender.

The Owner therefore reserves the following rights:

- .1 The Owner reserves the right to use its own forces to perform electrical work when deemed appropriate by the Assistant Director.
- .2 The Owner reserves the right, when deemed appropriate by the Assistant Director, to obtain competitive quotations by invited or public tender and have other electrical contractors perform selected items of work. In such instances, the Service Contractor will be given opportunity to submit a bid.

16. SAFETY & BUILDING RULES

The contractor is required to ensure that all personnel in their employ working on the properties covered under these contracts shall comply with any and all of the Owner's rules, policies and procedures governing safety, security of other routine matters. These shall include such items as wearing the proper personal protective equipment as per the Owner's

safety requirements, smoking on the premises, off limit areas, parking and security check-in and entry procedures. These rules, regulations, policies and procedures are subject to change by the Owner at any time and no extra compensation shall be made to the contractor for any such change or any associated impact on the contractors operation during the course of this contract.

17. SECURITY CLEARANCES

- .1 All persons assigned to work in the Owner's buildings shall be required to provide evidence of a satisfactory security clearance record in the form of a certificate of conduct from the Royal Newfoundland Constabulary.
- .2 The requirements of this clause are over an above the security requirements of clause GC28 and do not impact the requirements of GC28 for any other buildings covered under this contract.