

**CITY OF NEW WESTMINSTER
ELECTRICAL DEPARTMENT
STANDARD GENERAL TERMS AND CONDITIONS OF CONTRACT**

DESCRIPTION OF WORK

CONTRACTOR NAME. shall supply all necessary labour and equipment to construct and complete the works described on the attached drawings and/or specifications as listed below, unless otherwise noted:

INSTALLATION SHALL BE IN ACCORDANCE WITH CNW SPECIFICATIONS FOR U/G ELECTRICAL DISTRIBUTION STRUCTURES & CONTRACT DOCUMENTS

CONDITIONS OF WORK

The Contractor shall be a Certified Electrical Contractor, registered with the B.C. Electrical Safety Branch to perform the work as described. The Contractor shall provide a list of Registered Representatives recognized by the B.C. Electrical Safety Branch.

The Contractor shall be responsible for ensuring that all applicable permits and licenses are obtained prior to commencement of work in the City.

SUPPLY OF MATERIAL

Materials to be supplied by the City of New Westminister will be available for pick-up by the contractor at City Electrical Operations located at 901 – 1st Street, New Westminister, B.C. between the hours of 8:00a.m. and 11:30 a.m. during working days. The contractor shall sign for all City materials taken and return all excess and salvaged material to the City Electrical Operations.

COMMENCEMENT OF WORK

Work shall commence within ten (10) days of the receipt of drawings detailing the work.

COMPLETION OF WORK

Work shall be completed and finished within twenty-five (25) working days of the receipt of the drawings.

SUPERVISION OF WORK

The Director of Electrical Operations will have general supervision and direction of the work, while the Contractor shall have complete control of his organization. The Director of Electrical Operations will be the interpreter of the drawings and specifications.

INSPECTION OF WORK

The work in progress shall, at all times, be accessible to the Director of Electrical Operations, his agents and the City Inspectors, and if work is found to be not in accordance with the drawings and/or specifications, through the fault of the Contractor, the Contractor shall pay such cost, or make good the deficiencies.

EMPLOYMENT OF LABOUR

The Contractor shall pay rates of wages which are not less favorable than those recognized by the office of the Provincial Ministry of Labour for payment of similar works in the general locality.

PROTECTION OF PUBLIC WORK AND PROPERTY

The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property, and shall continuously conform to the Workers' Compensation Board of B.C. "Occupational Health and Safety Regulations", and the City's "Occupational Health and Safety Program". The Contractor shall provide documents to the Director of Electrical Operations as evidence of compliance with all requirements of the Workers' Compensation Act of B.C., including records of offenses, accidents, near misses and payments due.

The Contractor shall maintain Comprehensive General Liability insurance covering premises and operations, completed operations, faulty workmanship, blanket contractual liability insuring against any liability whatsoever arising from the activities of the Contractor in connection with the work being performed for or on behalf of the City including the work and performance of sub-contractors. The limits of liability for personal injury and property damage combined shall be not less than **five million dollars** each occurrence and cover the liability assumed under this Contract without time limitation of any nature whatsoever and be with insurers licensed to conduct business in

the Province of British Columbia. Additional coverage may be required for larger projects. The Corporation of the City of New Westminster, its officers, officials and employees shall be added as additional insureds under the comprehensive general liability. All policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days acknowledged notice to the Director of Electrical Operations. A current “certified original” copy of the Insurance policy shall be supplied to the Director of Electrical Operations.

CONSTRUCTION NOISE

The Contractor shall abide by the Noise Bylaw No. 6063, 1992 which regulates the hours and days of the week that construction may take place.

OCCUPATIONAL SAFETY AND HEALTH PROGRAM

All Contractors shall be responsible for performing the job in compliance with the City’s Occupational Health and Safety Program. The Contractor is responsible for the compliance of all employees for whom he is primarily responsible, with all W.C.B. Industrial Health and Safety Regulations as well as all other applicable Regulations. A copy of the City’s Occupational Health and Safety Program is available for inspection at the Electrical Department, 905 First Street, New Westminster, B.C.

The sharing of potential workplace hazard information between the City and the Contractor shall be documented as per the City’s “Worksite Hazard Communication Program”. Completed originals of the Prime Contractor Designation Form (Appendix A), Hazard Assessment Form (Appendix B) and Pre-Job Meeting Form (Appendix D) shall be kept in the project file in the Electrical Department.

SAFETY PRACTICE REGULATIONS

Electrical Line Contractors shall be a holder of either the City of New Westminster or B.C. Hydro Safety Practice Regulations, and shall take all necessary precautions to ensure that the regulations are adhered to. The Contractor shall also be knowledgeable with B.C. Hydro’s Power System Safety Protection Operating Orders, and shall ensure that on every work crew at least one member is qualified to a minimum Module Three level. The Contractor shall provide the Director of Electrical Operations with documentation that employees are trained in both the Safety Practice Regulations and Power System Safety Protection Operating Orders and that training is updated on a regular basis.

VEHICLES AND EQUIPMENT

The Contractor shall ensure that all vehicles and equipment have been certified and approved for use by the appropriate safety inspection authorities and are re-certified as required by these authorities. Valid automobile insurance including non-owned and hired equipment must be maintained. Minimum liability coverage must be five million dollars. All driver/operators must hold a valid British Columbia Driver’s license for the class of vehicles that they are operating.

WORKMANSHIP AND MATERIALS

All work shall be performed by competent workmen skilled in the various trades and workmanship shall be of the best quality as determined by the Director of Electrical Operations.

All materials and equipment incorporated in the work shall, except as otherwise specifically provided in the Tender Documents, be new and of the best and most suitable quality and shall be subject to the approval of the Director of Electrical Operations.

PAYMENT UPON COMPLETION OF WORK

Thirty (30) days following completion of the work and acceptance of the finished work by the Director of Electrical Operations, the City’s Inspectors and agents, ninety percent of the total value of the completed work shall become due and payable. The City shall retain ten percent (10%) of the total value of the completed work in compliance with the requirements of the Mechanic’s Lien Act. The City will pay the ten percent (10%) holdback within 45 days provided that no notice or Affidavits of Lien have been filed and the Contractor has advised the Director of Electrical Operations that no outstanding Liens exist.

COMMON LAW

In all matters, the common law shall apply except where specifically mentioned herein.

Signature of CNW Electrical Utility:

Signature of Contractor:

Date:
