

GLOSSARY OF TERMS

1. Application

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

2. Cross References Abbreviations and Inclusions

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

CT means Conditions of Tender;

DBSS means Design Build Standard Specifications;

GC means General Conditions;

SCT means Invitation to Tender – Supplemental Conditions of Tender;

SGC means Supplemental General Conditions;

SP means Special Provisions; and

SS means Standard Specifications for Highway Construction.

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

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

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

3. Definitions and Interpretation

In the Tender Document Package, the Contract Document Package and the Contract, including for purposes of greater certainty, the Conditions of Tender, the General Conditions, and the Schedules, the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

References in the Tender Document Package, the Contract Document Package and the Contract, or in any of them, including for purposes of greater certainty, the Conditions of Tender, the General Conditions, and the Schedules, to "in its sole discretion", "at the discretion", "in its discretion", "at its discretion", "in the opinion", "in its opinion" and "to the satisfaction of" or similar words or phrases when

used in relation to the Ministry are to be interpreted as meaning the sole, absolute and unfettered, including unfettered by any implied or express duties of good faith or of fairness, discretion, opinion or satisfaction, as the case may be, of the Ministry.

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

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

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

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

Addenda means the documents expressly identified as an addendum and includes the documents entitled and designated "Amendments" through the BC Bid eService, and issued by the Ministry in accordance with the Conditions of Tender, and "**Addendum**" means any one of such documents;

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

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

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

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

Appropriation means the same as in the [Financial Administration Act](#);

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

Authorized Venturer means the entity, being of a type described in any one of the clauses (a) to (e) of the definition of Bidder, that is appointed as the Authorized Venturer under the Joint Venture Confirmation Agreement.

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

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

Award Date means the date of the Award letter or, if specified in the Award letter, the date specified as such in the Award letter;

Bankruptcy and Insolvency Act means the [Bankruptcy and Insolvency Act, \[R.S.C. 1985\] c. B-3](#);

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

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

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

BC Bid Terms and Conditions means, collectively, the terms and conditions listed as the “Terms and Conditions” set out in the BC Bid form entitled “e-Bidding Registration and Change of Information Form” and the BC Bid terms and conditions set out as terms and conditions of use in the form entitled “BC Bid Service Terms and Conditions”, as such forms, terms and conditions, or any of them, 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 in the form and containing the terms described or set out, as the case may be, in the Schedule entitled “Tender Securities” set out in the Tender Document Package in accordance with the Conditions of Tender;

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

- (a) a corporation as defined in the *Business Corporations Act*;
- (b) a partnership as defined in the *Partnership Act*, including, whether formed inside or outside British Columbia, a general partnership, limited partnership, or limited liability partnership and in such case includes each of the partners;
- (c) an individual;
- (d) a sole proprietorship;
- (e) any other type of entity having the legal capacity to enter into the Contract contained in the Tender Document Package; and,
- (f) a Joint Venture Bidder and in such case includes each of the entities comprising the joint venture.

Bid Security(ies) means a Bid Bond or other security in the form and containing the terms described or set out, as the case may be, in the Schedule entitled “Tender Securities” as set out in the Tender Document Package and to be delivered by the Bidder as Bid Security in accordance with the Conditions of Tender;

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

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

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

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

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

Closing Date means the date specified as such in the Invitation to Tender – Supplemental Conditions of Tender, and designated in the “Close Date & Time” field on the BC Bid eService and the BC Bid Website, as such date may be adjusted, including by extension, from time to time and at any time, by the Ministry in its sole discretion;

Closing Location means the location specified as such in the Invitation to Tender - Supplemental Conditions of Tender;

Closing Time means the time, on the Closing Date, specified as such in the Invitation to Tender - Supplemental Conditions of Tender, and designated in the “Close Date & Time” field on the BC Bid eService and the BC Bid Website, as such time may be adjusted, including by extension from time to time and at any time, by the Ministry in its sole discretion;

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

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

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

Conditional Item means an Item identified in the Schedule of Approximate Quantities and Unit Prices with the notation “Conditional Item” in the column entitled “Description of Work”, for Work that requires approval from the Ministry Representative;

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

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

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

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

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

Contract means,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) liquid asphalt cement products,
- (b) electrical materials,
- (c) steel other than fabrications,
- (d) expanded Styrofoam[®] or equivalent product,

- (e) granular materials,
- (f) manufactured Portland cement concrete, where delivered by the Supplier using its own trucks,
- (g) plastic, steel or concrete pipe, or
- (h) any other materials explicitly exempted within Schedule 3 – Special Provisions;

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

Disqualification means a decision by the Ministry to reject a Tender, including for certainty, any or all Revisions, or a Revision, as the case may be, including to exclude a Tender from continuing to be evaluated in accordance with the Conditions of Tender, as the case may be, and **Disqualified** and **Disqualify** have a corresponding meaning;

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

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

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

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

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

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

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

Engineer of Record and Field Review Guidelines means the “[Engineer of Record and Field Review Guidelines](#)” published by the Ministry of Transportation and Infrastructure in [Technical Circular T-06/09](#), as amended or replaced by the Ministry from time to time;

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

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

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

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

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

Extended Amount means the amount in the “Extended Amount” column of the Schedule 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, or
- (c) the sum for the Provisional Sum Item as the context so requires and as specified by the Ministry;

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

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

Financial Administration Act means the [Financial Administration Act, \[R.S.B.C. 1996\] c. 138](#);

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

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

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

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

General Conditions means,

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

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

- (a) Standard Specifications (edition as specified in the Contract)
http://www.th.gov.bc.ca/Publications/const_maint/contract_serv/standardspecs.htm
- (b) Traffic Control Manual for Work on Roadways
http://www.th.gov.bc.ca/publications/eng_publications/TCM/Traffic_Control_Manual.htm
- (c) Maintenance Specifications
http://www.th.gov.bc.ca/BCHighways/contracts/maintenance/Schedule_21_Maintenance_Specifications.pdf,

- (d) Manual of Standard Traffic Signs and Pavement Markings (September 2000)
http://www.th.gov.bc.ca/publications/eng_publications/electrical/MoST_PM.pdf,
- (e) Traffic Management Guidelines for Work on Roadways (September 2001)
http://www.th.gov.bc.ca/publications/eng_publications/geomet/traffic_mgmt_guidelines.htm
- (f) Manual of Control of Erosion and Shallow Slope Movement (August 1997)
http://www.th.gov.bc.ca/publications/eng_publications/environment/references/Manual_Erosion_Control_Shallow_Slope_Movmnt.pdf
- (g) Ministry of Transportation and Infrastructure Recognized Products List (current version)
http://www.th.gov.bc.ca/publications/eng_publications/geotech/rpl.htm,
- (h) Manual of Test Procedures for Paving Material and Mixes (1993),
- (i) Equipment Rental Rate Guide (current edition, available only from the [B.C. Road Builders and Heavy Construction Association](#)), and
- (j) Performance Based Electrical Maintenance Standards (March 2007)
http://www.th.gov.bc.ca/publications/eng_publications/electrical/elect_maint_specs.htm;

GST means the Goods and Services Tax imposed under the [Excise Tax Act \(R.S., 1985 c. E-15\)](#);

Hard Copy Delivery Method means the delivery in accordance with the Conditions of Tender of a Tender including Bid Security, Revisions and Notices of Withdrawal, if any, to the Closing Location by hand or courier, and in regard to the delivery of Notices of Withdrawal, or Revisions includes, subject to the Conditions of Tender, delivery of such documents to the Closing Location by facsimile transmission;

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

Holiday has the meaning as set out in the [Interpretation Act](#);

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

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

Item means an item of the Work having both a separate identifier in the "Item #" column and an entry in the "Unit of Measure" column, in 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;

Joint Venture Bidder means a Bidder comprised of two or more separate entities of a type described in any one of the clauses (a) to (e) of the definition of Bidder,

Joint Venture Confirmation Agreement means the form of agreement entitled "Joint Venture Confirmation Agreement" set out in the Tender Document Package.

Labour and Material Payment Bond means the labour and material payment bond required of the Contractor pursuant to the Contract and, subject to the terms of the Schedule 2 – Contract Securities, in the form set out in such Schedule 2 – Contract Securities;

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

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

Lump Sum Item means an Item identified in 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 that subject to the terms of the Contract, is to be paid by the Ministry to the Contractor for the completion of a Lump Sum Item in accordance with the Contract;

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

Major Item means an item that,

- (a) is not a Provisional Sum Item, and
- (b) is an Item with a total cost exceeding \$20,000 determined by multiplying the Unit Price for the Item by the greater of either the final quantity measured by the Ministry Representative or the estimated quantity in 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 Schedule 5 – Time Schedule, for completion of the specific portion of the Work that corresponds to that date and that is generally described in such Schedule and more specifically described in Schedule 3 – Special Provisions;

Ministry means Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure;

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 of Withdrawal means a clear notice in writing by the Bidder delivered in accordance with the Conditions of Tender setting out the Bidder’s unequivocal statement withdrawing its Tender from the Tender Call;

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

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

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

Partnership Act means the [Partnership Act, R.S.B.C. 1996, c. 348](#);

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

Planholder means a person or entity who has

- (a) purchased a Tender Document Package before Closing Time from the Queen’s Printer for British Columbia, or

- (b) registered on BC Bid and clicked on “Send Me Amendments” in the Invitation to Tender – Supplemental Conditions of Tender;

Project means the project being undertaken by the Ministry for which the Work is required;

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

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

Project Schedule, means the first overall project time schedule, including the Design Schedule, if any, and the Construction Schedule, provided by the Contractor in accordance with the Contract and includes any amendments thereto accepted by the Ministry;

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 means the planned and systematic activities implemented in the quality system to provide adequate confidence that an entity will fulfill the requirements for quality;

Quality Control means operational techniques and activities that are used to fulfill requirements for quality;

Quality Management Plan means the plan of the same name as described in the Contract;

Quality Manager means the Contractor’s Quality Manager appointed in accordance with the Contract;

Reduction of Time means a reduction of time to complete the Work, pursuant to Major Works GC 45.00;

Referee Services Agreement means the Ministry Referee Services Agreement;

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 an amendment, which may include one or more changes, supplements or replacements, made by the Bidder to its Tender or any part of its Tender including to the Bid Security and to the completed Schedule of Approximate Quantities and Unit Prices, in accordance with the Conditions of Tender, and delivered by the Bidder in accordance with the Conditions of Tender;

Sales Tax means any applicable federal or British Columbia tax arising from the provision or sale of either goods or services, or both, and for greater certainty, GST is not an applicable sales tax;

Schedule means a document that is expressly identified as a schedule set out in or incorporated by reference in the Tender Document Package or to the Contract, as set out or incorporated by reference in the Contract Document Package, and includes,

- (a) in respect of the Tender Document Package,
 - (i) Schedule T1 – Conditions of Tender,
 - (ii) Schedule T2 – Tender Securities,
 - (iii) Schedule T3 – Specific Reference Documents, and
 - (iv) each of the Schedules listed in subsection (b) to this definition of Schedule, and
- (b) in respect of the Contract,

- (i) Schedule 1 – Supplemental General Conditions / Glossary of Terms,
- (ii) Schedule 2 – Contract Securities,
- (iii) Schedule 3 – Special Provisions and Appendices,
- (iv) Schedule 4 – Drawings,
- (v) Schedule 5 – Time Schedule,
- (vi) Schedule 6 – Insurance,
- (vii) Schedule 7 – Approximate Quantities and Unit Prices, and
- (viii) Schedule 8 – Contract Addenda;

Schedule of Approximate Quantities and Unit Prices means,

- (a) in regard to the Tender Document Package,
 - (i) that part of the Tender Envelope, that is entitled the “Schedule of Approximate Quantities and Unit Prices” to be utilized by Bidders pursuant to the BC Bid eService Delivery Method, and
 - (ii) the document of the same name that is set out in the Schedule 7 - Schedule of Approximate Quantities and Unit Prices forming part of the Tender Document Package and to be utilized pursuant to the Hard Copy Delivery Method, and
- (b) in regard to the Contract, the Schedule entitled “Schedule 7 – Approximate Quantities and Unit Prices”;

Services in respect to an Operational Services Contract means the scope of Work described in Schedule 3 – Special Provisions;

Site means the areas:

- (a) vested as highway, as defined in the [Transportation Act](#), and
 - (i) on or within the Limits of Construction, and
 - (ii) outside the Limits of Construction, where described, referenced or designated in the Traffic Management Plan, the Special Provisions, the Standard Specifications, and the Traffic Control Manual for Work on Roadways, as the case may be,
- (b) within the licenses to construct that are indicated or referenced in Drawings or the Special Provisions, and
- (c) all additional areas as may, from time to time, be designated in writing or be depicted by Drawings by the Ministry pursuant to the Contract;

Site Occupancy means the same as described in Schedule 3 – Special Provisions;

Special Provisions means the terms set out within the Schedule 3 – Special Provisions and, for greater certainty, includes the Appendices to that Schedule;

Specific Reference Documents means the documents listed in Schedule T3 – Specific Reference Documents set out in the Tender Document Package, and provided or otherwise made available by the Ministry for viewing by Bidders, containing specific information related to the Project and the Work, and which may without limitation include: as-built Drawings; geotechnical reports; borehole test logs; and geotechnical and survey information relating to the Site;

Standards means the compendium of the design requirements, specifications, and other technical reference documents set out in the Tender Document Package or the Contract Document Package, as applicable, which set out the technical requirements for the Design;

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

State of Suspension means an extended interruption of Work, approved or directed by the Ministry, in a Stop Work Order, but does not include a suspension pursuant to Major Works GC 62.00 or Design Build Minor GC 62.00;

Stop Work Order means a Work Order issued by the Ministry to the Contractor requiring the Contractor to stop Work, in whole or in part, on the Project;

Subcontract means any contract to perform any portion of the Work to which the Ministry is not a party;

Subcontractor means any person having a Subcontract;

Substantial Completion has the meaning as described in Major Works GC 34.00 or Design Build Minor GC 41.00;

Supplemental Agreement means a written agreement entered into by the parties to the Contract for the purpose of modifying the Contract, and in the case of a Contract incorporating the Major Works General Conditions, the Minor Works General Conditions, or the Design Build Minor General Conditions, means Ministry form H0177 “Work Order/Supplemental Agreement”;

Supplemental General Conditions means the document of the same name as set out in the Tender Document Package and forming a part of the General Conditions and the Contract Document Package;

Supplier means any person supplying materials that are used in or incorporated into the Work;

Surety means a bonding company acceptable to the Ministry which undertakes and, in the case of co-surety bond, the bonding companies acceptable to the Ministry which undertake, the obligations of the Bid Bond or the Bonds;

Tender means the offer to perform the Work delivered by the Bidder in response to the Tender Call and in accordance with the Conditions of Tender and includes the Tender Envelope, Tender Form, the Schedule of Approximate Quantities and Unit Prices, the Bid Security, any and all Revisions and if required pursuant to the Conditions of Tender in respect of the applicable Bidder, the Joint Venture Confirmation Agreement;

Tender Call means,

- (a) the procurement process for the Work, including the call for Tenders issued by the Ministry pursuant to the Conditions of Tender in connection with the Work and the Project and any part or phase or phases of the procurement process, and includes the Conditions of Tender, Addenda, the Tender Document Package, the Award, the Contract Document Package, the Contract, investigations, workshops, meetings including pre-Tender meetings, processes, exercises of discretion, waivers and assessments conducted and determinations, rulings, and decisions including disqualification decisions issued by or on behalf of the Ministry and the consultations, discussions, negotiations, closings and settling of agreements and documents relating to the Project including the Contract; and
- (b) activities, participation, continued participation, waivers, evaluation, inclusion, exclusion, determinations, assessments, exercises of discretion, reports, comments, advice, notices, interpretations, actions and decisions, including the rejection, acceptance or disqualification of any Tender including any submissions, information, documents, or instruments forming part of or intended to form part of any Tender, whether compliant or otherwise,

involving the Ministry, the officers, employees, servants, consultants, advisors and agents of the Ministry, or any of them, the Bidder or any or all Bidders including Joint Venture Bidders, or any of their respective contractors, subcontractors, directors, officers, employees, consultants, advisors or agents,

or any other person, in connection with the matters described in paragraphs (a) and (b) of this definition.;

Tender Document Package means the document package of the same name, containing the Invitation to Tender - Supplemental Conditions of Tender, the Conditions of Tender, the Schedule T2 – Tender Securities, the Specific Reference Documents, the form of Contract including the General Conditions, Schedule 2 – Contract Securities, Special Provisions, Drawings, Schedule 6 – Insurance 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 the Conditions of Tender, as the case may be, and
- (b) in regard to the Hard Copy Delivery Method, the envelope entitled “Tender Envelope” contained in the Tender Document Package or any other envelope including any additional or substituted envelope, courier, carrier or shipping envelope or package, and container;

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 the Conditions of Tender, 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, a Lump Sum Item or a Provisional 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 Tender Price as stated in each Tender and any Revisions delivered before Closing Time in accordance with the Conditions of Tender are read out;

Tender Price means the total of all Extended Amounts, excluding GST, if any, as set out in the Schedule of Approximate Quantities and Unit Prices delivered as part of the Bidder’s Tender, and as may be calculated and adjusted by the Ministry pursuant to the Conditions of Tender;

Term means the term of the Contract as set out in Major Works GC 4.00, Minor Works GC 3.00, Design Build Minor GC 4.00, or Operational Services clause 2;

Traffic Control Manual for Work on Roadways means the manual published by the Ministry and entitled “Traffic Control Manual for Work on Roadways”, 1999 update, as it may be amended or replaced by the Ministry from time to time;

Traffic Management Plan means the document of the same name to be delivered by the Contractor to the Minister pursuant to the Contract, as it may be amended from time to time by the Contractor, in accordance with the terms and conditions of the Contract;

Transportation Act means the [Transportation Act, \[S.B.C. 2004\] c.44](#);

Unacceptable Work means any work, workmanship, materials, or products produced or supplied by the Contractor or any Subcontractor which, in the opinion of the Ministry, does not conform to the requirements of the Contract;

Unauthorized Work means any work done,

- (a) by a Bidder prior to the acceptance of the Tender,
- (b) contrary to or regardless of the instructions of the Ministry,
- (c) beyond the lines and dimensions shown on the Drawings, notwithstanding due consideration for permissible variations as determined by the Ministry, or
- (d) other than the Work, without the approval of the Ministry;

Unit Price means the amount that subject to the terms of the Contract, is to be paid by the Ministry to the Contractor for the completion of a specified quantity of the Unit Price Item in accordance with the Contract;

Unit Price Item means a Tender Item which is neither a Lump Sum Item nor a Provisional Sum Item;

Utility Relocation means the relocation of the infrastructure of utility companies or municipalities as described in Major Works GC 23.00 or Design Build Minor GC 32.00;

Value Engineering Proposal means a proposal submitted by the Contractor in accordance with SS 125;

Warranty Period means the period defined in the Contract during which the Contractor is required to repair or otherwise remedy any deficiencies that arise in the Construction;

Weights and Measures Act means the [Weights and Measures Act \(R.S. 1985, c. W-6\)](#);

Work means the provision of all labour, services, material, and equipment as necessary, for the Contractor to complete and perform its obligations in accordance with the Contract;

Workers Compensation Act means the [Workers Compensation Act, \[R.S.B.C. 1996\] c. 492](#);

Work Order means a written order by the Ministry in the form prescribed by the Ministry for the specific situation, requiring the Contractor to do Work or refrain from doing Work, whether covered by the Contract or not, and includes, without limitation, an order to,

- (a) add, extend or delete Work,
- (b) alter the Drawings and specifications,
- (c) speed up or delay Work,
- (d) stop or resume Work, and/or
- (e) remedy defects or deficiencies in the Work,

and, without limiting the foregoing, includes a Work Order on one of the following forms,

- (i) [Stop Work Order](#),
- (ii) [Resume Work Order](#),
- (iii) Work Order/Supplemental Agreement [for certainty, used for Major Works, Minor Works, and Design Build Minor Contracts],
- (iv) [Amending Agreement](#) [for certainty, used for Operational Services Contracts],
- (v) a [Ministry's Instruction](#) [form H202], or
- (vi) any other document prepared by the Ministry clearly marked with one of the above titles and indicating the Ministry's intent to use it as a Work Order;

Written Protest has the meaning ascribed to it in Major Works GC 58.07 or Design Build Minor GC 58.07.