

1.1 GENERAL

- .1 Canada will supply certain materials and equipment in the Contract for installation and incorporation into the Work by the Contractor.

1.2 MATERIAL SUPPLIED

- .1 Canada will supply:
  - .1 For poles located on the wharf structure including but not necessarily limited to:
    - .1 Lights, photocells, and light fixtures.
    - .2 Upswing arms for light fixtures.
  - .2 For existing re-installed jib crane:
    - .1 Lights and brackets for the jib crane.
    - .2 Electric winch and electrical enclosure for jib crane.
  - .3 The materials supplied by Canada are to be picked-up by the Contractor and delivered to the site. The location of all Canada supplied materials, to be picked-up is the DFO Storage Facility located at 121 Glencoe Drive, Donovan's Industrial Park, Mount Pearl, NL. Contact the Departmental Representative to arrange for pick-up times.

1.3 DELIVERY  
REQUIREMENTS

- .1 Materials supplied by Canada will be available for pick-up following acceptance of Bid. Once turned over to the Contactor, the Contactor will be responsible for delivery to the work site.
- .2 The contractor will become responsible to supply all missing materials and repair or replace damaged items and missing parts discovered during transportation to site.

- .3 Within 3 calendar days after receipt of Canada-supplied material, the Contractor must:
  - .1 Conduct a complete and full verification audit of all materials received, including loose parts and individual components associated with a particular item supplied;
  - .2 Acknowledge, in writing, receipt of such items and;
  - .3 Provide copy of any delivery or transportation slips submitted by manufacturer and shipping company.
- .4 Unless shortages of material or damaged items are identified in writing to the Departmental Representative within the above specified verification period, the Contractor will become responsible to supply all missing materials and repair or replace damaged items and missing parts discovered thereafter at own expense.
- .5 Failure of the Contractor to make a complete check of the Canada-supplied material and to acknowledge receipt of same within the specified verification period shall not relieve him of this contractual responsibility to replace or repair any item subsequently found to be missing or damaged.
- .6 Departmental Representative will make final determination as to whether an item can be repaired or must be replaced.
- .7 In the event of failure on the part of the Contractor to submit written proof within the specified verification period, Departmental Representative reserves the right to:

- .1 Proceed with the supply or repair of missing items through independent sources and;
- .2 Charge costs of such items, including related shipping charges, to General Contractor by conducting a financial holdback assessment against the Contract.

1.4 CONTRACTOR'S  
DUTIES

- .1 Pick-up Canada-supplied material, at location indicated.
- .2 Promptly inspect delivered material. Report missing, damaged or defective items in writing to Departmental Representative in accordance with delivery requirements specified above.
- .3 Obtain and pay for services to load and transport to site.
- .4 Unload and handle at site, including lifting, uncrating etc.
- .5 Store material on site at a location approved by Departmental Representative. Provide protection against inclement weather and site damage by use of appropriate covers.
- .6 Make all arrangements and pay associated costs to provide temporary storage from date of receipt and until final incorporation into project.
  - .1 Departmental Representative cannot give any assistance in this regard.
  - .2 Type and location of storage to meet with Departmental Representative's approval.

- .7 Be responsible for the protection of such material against damage, loss, theft and fire from date of receipt, during transportation, loading, unloading, temporary storage and until final installation of work is accepted by the Departmental Representative.
- .8 Any damage or loss of such material shall result in the Contractor being responsible for replacement or repair of equipment at no cost to Canada.
- .9 The decision as to whether damaged items may be repaired or must be replaced with new equipment shall be the Departmental Representative's decision.
- .10 Install such material and equipment and incorporate into the work. Perform assembly and make all connections as required to make item functional.
- .11 Dispose of containers, crating and protective covering as directed by the Departmental Representative.