

SCHEDULE "16"

PRIME CONTRACTOR DESIGNATION

HIGHWAY CONSTRUCTION PROJECTS

1. General

1.1 This Schedule relates to the responsibility for communication, information concerning the Prime Contractor designation and responsibility for coordination of activities, responsibility for electrical and highway maintenance activities within the limits of construction, and responsibility for incident response activities within the limits of construction as between the Prime Contractor, the Contractor and the electrical maintenance contractor.

1.2 For the purposes of this Schedule:

(a) "**Construction Contract**" means the Major Works Contract or the Minor Works Contract;

(b) "**Disturbed Features**" means any feature, natural or man-made, whether within or outside the Site (as defined in the Construction Contract), which has been, in the opinion of the Ministry (as defined in the Construction Contract):

(i) disturbed, damaged, destroyed, modified, replaced, or constructed by the construction contractor; or

(ii) deleteriously affected by an action or inaction of the construction contractor or by any subcontractor of the construction contractor or an element under the construction contractor's control or responsibility;

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

(c) "**Major Works Contract**" means the contract executed on behalf of the Ministry and the construction contractor for the provision of all labour, services, material and equipment as necessary for the construction contractor to complete and perform its obligations in accordance with the contract, together with all documents and schedules related thereto, including, without limitation, the "General Conditions Major Works", "Supplemental General Conditions Major Works" and the "Special Provisions Major Works";

(d) "**Minor Works Contract**" means the contract executed on behalf of the Ministry and the construction contractor for the provision of all labour, services, material and equipment as necessary for the construction contractor to complete and perform its obligations in accordance with the contract, together with all documents and schedules related thereto, including, without limitation, the "General Conditions Minor Works", "Supplemental General Conditions Minor Works" and the "Special Provisions Minor Works"; and

(e) "**RTMC**" means Regional Transportation Management Centre.

2. Responsibilities for Communication

- 2.1 It is imperative that communication occurs between the Contractor, the electrical maintenance contractor and the construction contractor(s) at the start-up of a construction job and contact information and responsibilities be discussed ahead of any on site construction activities taking place. These contractors and the Province's District Operations Manager shall have a pre-construction meeting to review the responsibilities of each. The details of the construction contract (the work, the construction schedule, and so forth) and the times and conditions of scheduled shutdowns shall be communicated to the Contractor and the electrical maintenance contractor. Twenty-four hour contact numbers for all key personnel shall be exchanged.

3. Prime Contractor Designation and Responsibility for Coordination of Activities

- 3.1 The construction contractor shall be the Prime Contractor with respect to WorkSafe BC safety purposes and is responsible for the coordination of occupational health and safety issues of all employers for the limits of construction. That responsibility is inherent whether there is active construction activities on site or if the construction contractor has temporarily shut down activities for the evening, weekend, or other short time period. The Contractor and the electrical maintenance contractor doing work within the limits of construction shall coordinate their activities with the Prime Contractor's coordinator.
- 3.2 On a highway construction project with more than one construction contractor contracted with the Province, the Province may designate one or more areas of responsibility (which together shall encompass all the construction activities) each with one Prime Contractor. The areas and Prime Contractor designations shall be confirmed at the pre-construction meeting.

4. Responsibility for Maintenance Activities within the Limits of Construction

- 4.1 The highway construction project does not relieve the Contractor or the electrical maintenance contractor of their respective responsibilities for maintenance activities within the limits of construction except as set forth in this Schedule, or in circumstances in which the Province has provided the Contractor and the electrical maintenance contractor with a written notice that removes the inventory from the maintenance contracts, pursuant to the terms of these contracts.
- 4.2 The Construction Contract places the obligation on the construction contractor for the maintenance of the Disturbed Features only. In practice, this means the construction contractor shall have maintenance obligations for Disturbed Features in the limits of construction. The construction contractor shall be permitted to provide those services in-house, to subcontract to the Contractor or the electrical maintenance contractor or to another subcontractor (at the construction contractor's cost), with the exception that maintenance on electrical controllers shall only be performed by the electrical maintenance contractor (at the construction contractor's cost).
- 4.3 The Contractor's responsibility for Quantified Maintenance Services within the limits of construction shall be determined in accordance with Schedule 2 ("Quantified Maintenance Services").
- 4.4 General Condition 26.01 of the Major Works Contract relieves the construction contractor of routine winter maintenance services where roadways are open to the public, whether the feature has been "disturbed" or not; however, General Condition 26.01 of the Major Works Contract may be modified by the Province pursuant to General Condition 26.02 to 26.04 of the Major Works Contract.

5. Responsibility for Incident Response Activities within the Limits of Construction

- 5.1 When the construction contractor is on site and working, and an incident (including, but not limited to, a motor vehicle incident or other emergency situation) arises within the limits of construction, the construction contractor shall respond immediately to the situation. In such instances, the construction contractor shall inform the RTMC of the incident and of any anticipated delays or traffic obstructions, and shall also update the RTMC as conditions on the site change and when the scene has been cleared and normal traffic flow re-established so that timely and accurate information can be provided to the public.
- 5.2 During construction shutdown periods (whether overnight, weekends, or for a more extended period of time), the Prime Contractor shall ensure that Disturbed Features are made safe. The construction contractor shall provide patrol services for Disturbed Features to ensure traffic control devices are in place and properly functioning, and arrangements shall be made to ensure emergencies, which could impact the safety of the travelling public, are responded to effectively and efficiently. The construction contractor shall be permitted to provide those services in-house, to subcontract to the Contractor or the electrical maintenance contractor or to another subcontractor (all at the construction contractor's cost).
- 5.3 In the event an incident (including, but not limited to, a motor vehicle incident or other emergency situation) arises within the limits of construction, the RTMC contacts the construction contractor during normal working shifts, and either the Contractor or the electrical maintenance contractor (as applicable) after-hours or when construction is suspended or during shutdown periods. If either the Contractor or the electrical maintenance contractor is first to respond and determines that the incident relates to a Disturbed Feature, the Contractor or the electrical maintenance contractor (as applicable) may contact the construction contractor who shall take over the response.
- 5.4 Response activities for an incident (including, but not limited to, a motor vehicle incident or other emergency situation) that does not involve Disturbed Features shall be the responsibility of the Contractor or the electrical maintenance contractor (as applicable) when the construction contractor is not on site. In such instances, the Contractor or the electrical maintenance contractor (as applicable) shall inform the RTMC of the incident and of any anticipated delays or traffic obstructions and shall also update the RTMC as conditions on the site change and when the scene has been cleared and normal traffic flow re-established so that timely and accurate information can be provided to the public.