

# MINOR WORKS GENERAL CONDITIONS

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**BRITISH  
COLUMBIA**

Ministry of Transportation  
and Infrastructure

# *This Minor Works Contract*

**BETWEEN:**

**HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of Transportation and Infrastructure  
(the "Ministry")

**OF THE FIRST PART**

**AND:**

**THE CONTRACTOR**  
as identified on the execution page of this Contract  
(the "Contractor")

**OF THE SECOND PART**

**WITNESSES THAT WHEREAS:**

- A. The Contractor has offered to perform the Work herein described at the price and on the terms herein set out; and
- B. The Province has accepted the offer by Contractor to perform the Work at the price and on the terms herein set out;

Now therefore the Ministry and the Contractor agree as follows:

**GC 1.00 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

**GC 1.01** This Contract is made and entered into by the Contractor and the Ministry on the Contractor's representation and warranty that before execution the Contractor has:

- (a) investigated and is satisfied of everything and of every condition affecting the Work to be executed and the labour and material to be provided;
- (b) founded and based its offer to perform the Work on the Contractor's own knowledge, information, interpretation, examination and judgement;
- (c) not based its offer to perform the Work on any statement, representation, clarification or information made, given, or furnished by the Ministry other than that contained in this Contract; and
- (d) reviewed and understands the occupational health and safety requirements as defined under the [Workers Compensation Act](#) and an obligation to comply with the British Columbia Regulation 296/97 [Occupational Health and Safety Regulation](#).

**GC 1.02** The Contractor represents and warrants to the Ministry that:

- (a) in the case of a limited company or a corporation within the meaning of the [Business Corporations Act](#), that it is duly organized and validly existing under the laws of British Columbia, under the laws of Canada, or under the laws of any other province, state or country in which case it is registered extra-provincially in British Columbia;
- (b) in the case of a partnership as defined in the [Partnership Act](#), that it is duly organized and validly existing under the laws of British Columbia or under the laws of any other province, state or country, and that it is registered in or registered extra-provincially in British Columbia if required at law;
- (c) in the case of a partnership as defined in the [Partnership Act](#), that GC 1.02(a) is true of any limited company or corporation within the meaning of the [Business Corporations Act](#) that is a partner in the partnership;
- (d) in the case of a joint venture, that each venturer in the joint venture is either an individual, a limited company or a corporation within the meaning of the [Business Corporations Act](#), or a partnership as defined in the [Partnership Act](#);
- (e) in the case of a joint venture, that GC 1.02(a) is true with respect to any limited company or corporation within the meaning of the [Business Corporations Act](#) that is a venturer in the joint venture, and that GC 1.02(b) is true with respect to any partner as defined in the [Partnership Act](#) that is a venturer in the joint venture;
- (f) the Contractor, or in the case of a Contractor which is a joint venture each of the venturers that form the joint venture, has or have full legal capacity to execute the Contract, and all necessary steps have been taken to authorize the execution and delivery of the Contract by the Contractor or by each of the venturers in the case of a Contractor which is a joint venture;
- (g) it has the power and capacity to enter into this Contract and to comply with each and every term in this Contract;
- (h) all necessary proceedings have been taken to authorize the execution and delivery of this Contract by the Contractor;
- (i) this Contract has been properly executed by the Contractor and is enforceable against the Contractor in accordance with the terms set out in this Contract;

- (j) the Contractor is not in breach of any law, and shall pay all accounts, expenses, wages, taxes, rates, fees and assessments when due and required by it on any of its undertakings; and
- (k) the Contractor has the financial ability to fulfill its obligations under this Contract and is neither a party to nor threatened with litigation that would adversely affect its ability to fulfill its obligations under this Contract.

**GC 1.03** This Contract constitutes the entire agreement between the parties. No understandings, representations, contracts or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Contract except as expressly set out in this Contract. The Contractor agrees that in entering into this Contract it has not and does not rely upon any previous representation of the Ministry, or of servants, employees, agents, or representatives of the Ministry, whether expressed or implied, or upon any inducement or agreement of any kind or nature. All prior understandings, negotiations, representations, contracts or agreements are cancelled.

**GC 1.04** The Contractor acknowledges and agrees that, with respect to information provided by the Ministry:

- (a) the geotechnical investigation datum and test results, but not the interpretations and analyses thereof, provided in the borehole and test pit logs contained within the Contract Document Package and the Specific Reference Documents are a reasonable representation of the conditions encountered at the specific locations investigated on the dates of the investigations, and to that extent may be relied upon by the Contractor;
- (b) the survey point datum, but not information derived or interpolated there from such as digital terrain models, contours and cross-sections, contained within the Contract Document Package and the Specific Reference Documents are a reasonable representation of the individual points surveyed at the time of such survey, and to that extent may be relied upon by the Contractor; and
- (c) except as provided by GC 1.04(a) and GC 1.04(b),
  - (i) the Ministry makes no representation and accepts no responsibility or liability, and
  - (ii) the Contractor has not relied upon any representation by the Ministry,with respect to the completeness, accuracy, or relevance of any information provided in, or accessed through the URL's or the internet sites set out in, the Contract Document Package, the Specific Reference Documents, or the General Reference Documents or any analysis or interpretation thereof, and any reliance thereon or use made thereof by the Contractor shall be at the sole risk of the Contractor.

**GC 1.05** The Ministry does not provide any warranties whatsoever under this Contract.

## **GC 2.00 CONTRACT SECURITY**

**GC 2.01** The Contractor shall comply with the Contract security requirements as specified in Schedule 2 - Contract Securities.

## **GC 3.00 TERM**

**GC 3.01** The Term of this Contract shall be the period of time from the Award Date to the date upon which all the following conditions have been fulfilled:

- (a) the Contractor and the Ministry have performed all obligations required under this Contract;
- (b) the Completion Certificate has been issued; and
- (c) the warranty period as described herein has expired.

**GC 3.02** Time is material and of the essence of this Contract.

**GC 4.00 COMMENCEMENT OF THE WORK**

**GC 4.01** The Contractor may not commence Work until the Contractor has:

- (a) received the letter of Award;
- (b) delivered to the Ministry
  - (i) the Contract, duly executed by the Contractor,
  - (ii) the required Contract securities as set out in Schedule 2 - Contract Securities,
  - (iii) evidence of insurance coverage, covering all required policies and endorsements, complying with the form and amounts specified in Schedule 6 - Insurance Specifications, and
  - (iv) the Construction Schedule for the Work; and
- (c) obtained written authorization to commence Work on the Site from the Ministry Representative.

**GC 4.02** The Contractor shall perform the Work in accordance with this Contract.

**GC 5.00 INDEPENDENT CONTRACTOR**

**GC 5.01** The Contractor shall be an independent Contractor and not the servant, employee, partner, or agent of the Ministry, and shall ensure that personnel hired by the Contractor are employees of the Contractor and not of the Ministry.

**GC 5.02** The Contractor shall not be subject to the control of the Ministry in respect of the manner in which any instructions are carried out except as specified in this Contract.

**GC 5.03** The Contractor shall not provide any service or perform any work for any other person or corporation, which, in the reasonable opinion of the Ministry Representative, may give rise to a conflict of interest.

**GC 5.04** The Contractor shall not commit or purport to commit the Ministry to the payment of any money or the performance of any duty.

**GC 5.05** The Contractor is solely responsible for all matters arising out of the relationship of employer and employee.

**GC 5.06** At the Contractor's own expense, the Contractor shall provide all tools, equipment, labour, materials other than materials supplied by the Ministry and services incidental to and necessary for the performance and execution of the Work.

**GC 6.00 COMPLIANCE WITH LAWS**

**GC 6.01** The Contractor shall keep fully informed of and comply with all applicable Federal, Provincial, and Municipal legislation, regulations and bylaws in effect during the Term.

**GC 6.02** At the Contractor's own expense, the Contractor shall obtain all permits and licenses, including building permits, necessary for the provision of the Work.

**GC 6.03** The Contractor shall pay all Provincial, Municipal, or Federal taxes or excises in force during the Term.

**GC 6.04** The Contractor shall apply for, obtain and remit to the Ministry any applicable refund or remission of Federal and Provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this Contract.

**GC 7.00 SITE SAFETY AND PRIME CONTRACTOR**

**GC 7.01** The Contractor shall comply with the Workers Compensation Act, the Workers' Compensation Board Occupational Health & Safety Regulation (296/97), and Standard Specification 135 – Site Safety (SS 135).

**GC 7.02** Unless the Ministry expressly designates another party by written notice to the Contractor, the Contractor shall be the specified "prime contractor", as defined in the [Workers Compensation Act](#), for the Site and shall fulfill the responsibilities of the position under the [Workers Compensation Act](#), the Workers' Compensation Act [Occupational Health & Safety Regulation \(296/97\)](#), and Standard Specification 135 – Site Safety (SS 135).

**GC 8.00 RISKS AND INDEMNITY**

**GC 8.01** The Contractor shall bear all risk of loss or damage from any cause which may occur to any part or portion of the Work, until the Work has been finally accepted by the Ministry Representative.

**GC 8.02** If any loss or damage occurs to the Work before the Ministry Representative issues final acceptance, the Contractor shall immediately repair or re-execute any damaged Work at the Contractor's expense.

**GC 8.03** The Contractor shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times before or after the completion of the Term or earlier termination of the Contract where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor, its employees, agents or Subcontractors, in connection with the Contract or the Work, which indemnity shall survive the completion of the Term or earlier termination of the Contract.

**GC 9.00 INSURANCE**

**GC 9.01** The Contractor shall provide and maintain the insurance coverage as specified in Schedule 6 - Insurance Specifications of this Contract.

**GC 10.00 CLAIMS REPORTING**

**GC 10.01** Within seven (7) days from the date which any accident or occurrence arose, the Contractor shall give written pertinent details to:

The Manager, Claims,  
Ministry of Transportation and Infrastructure,  
4C - 940 Blanshard Street,  
PO Box 9850 Stn Prov Govt,  
Victoria, British Columbia, V8W 9T5

or other such address as the Ministry may nominate by written notice to the Contractor.

**GC 11.00 SPECIFICATIONS AND MATERIALS**

**GC 11.01** The Contractor shall carefully study and compare all specifications, Drawings, and other instructions.

**GC 11.02** The Contractor shall treat at all times as confidential all information or material supplied to or obtained by the Contractor or Subcontractors as a result of this Contract; and not permit the publication, release or disclosure of the same without the prior written consent of the Ministry except insofar as the disclosure is necessary to enable the Contractor to fulfill its obligations under this Contract.

**GC 11.03** The Contractor shall comply with the requirements of the [Standard Specifications](#) and all Schedules to this Contract.

**GC 11.04** The Contractor shall not substitute any supplies or materials where a "brand name" or model has been specified in this Contract and/or any Supplemental Agreements without first obtaining written approval from the Ministry Representative.

**GC 12.00 CONDITION OF SITE**

**GC 12.01** The Contractor shall confine all Work to the Site.

**GC 12.02** The Contractor shall keep the Site free from accumulations of waste material or rubbish caused by the Contractor's activities during the progress of the Work and shall remove all rubbish from the Site and the vicinity by the completion of the Work.

**GC 12.03** The Contractor shall maintain, at its own cost, all Disturbed Features in accordance with the [Maintenance Specifications](#), the [Electrical Maintenance Standards](#), and to the satisfaction of the Ministry Representative.

**GC 13.00 QUALITY OF WORK**

**GC 13.01** The Contractor shall supervise the Work using the Contractor's best skill and attention.

**GC 13.02** The Contractor shall perform all Work in a manner that at all times maintains a standard of care, skill and diligence in performing the Work in accordance with good construction practices.

**GC 13.03** The Contractor shall ensure that all persons employed in connection with the timely completion of the Work are competent to perform the Work, adequately trained, fully instructed and supervised.

**GC 13.04** The Contractor shall ensure all Work performed and materials supplied meet or exceed the requirements specified in this Contract.

**GC 14.00 INSPECTIONS AND WARRANTY**

**GC 14.01** The Contractor shall complete all of the Work to the satisfaction of the Ministry Representative in accordance with Schedule 5 - Time Schedule.

**GC 14.02** The Contractor shall permit the Ministry Representative and all others authorized by the Ministry, from time to time, at all times to have access to the Work for the purposes of inspecting the Work.

**GC 14.03** The Contractor shall uncover any Work for examination as required by the Ministry Representative at the Contractor's expense when the Work has been previously covered up without prior approval or consent from the Ministry Representative.

**GC 14.04** The Contractor shall rectify any defective or deficient Work at the Contractor's own expense to the satisfaction of the Ministry Representative from the date on which the Contractor commences the Work pursuant to the Contract to the Completion Date and for a warranty period of one (1) year after the Completion Date.

**GC 14.05** On written request of the Ministry Representative, the Contractor shall provide samples of supplies or materials to the Ministry Representative prior to delivery to the Site.

**GC 14.06** An inspection by the Ministry Representative does not relieve the Contractor of responsibility for the quality of the Work, or from any obligation to perform the Work in accordance with the requirements of this Contract.

**GC 15.00 WORK ORDERS**

**GC 15.01** The Ministry may from time to time issue one or more Work Orders to require the Contractor to carry out or refrain from carrying out Work or, without limitation, to add or delete Work, alter the



Drawings, Special Provisions, or [Standard Specifications](#), accelerate or delay Work, stop or resume Work, and remedy defects or deficiencies in the Work.

**GC 15.02** The Contractor shall comply with every Work Order.

**GC 15.03** The Contractor shall not base any claim or dispute upon instructions, verbal or otherwise, which have not been issued in a Work Order or Supplemental Agreement.

**GC 16.00 CONTRACT AND ASSIGNMENT**

**GC 16.01** This Contract shall be binding upon:

- (a) the Ministry and its assigns; and
- (b) the Contractor and its successors and permitted assigns.

**GC 16.02** A waiver of any provision or breach of this Contract shall be effective only if it is in writing and signed by the Ministry and shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Contract.

**GC 16.03** The Contractor shall not assign this Contract, nor Subcontract any of the Contractor's obligations under this Contract to any person, firm or corporation without first obtaining the written consent of the Ministry Representative, which consent shall be in the absolute discretion of the Ministry Representative.

**GC 17.00 DISPUTE RESOLUTION**

**GC 17.01** A dispute is a difference between the Ministry and the Contractor as to the interpretation, application, and administration of the Contract or any failure to agree wherever agreement between the parties is required.

**GC 17.02** The Contractor may be in dispute with the Ministry's final decision on questions with regard to the quality or quantity of the Work, or of the material, as to the meaning or interpretation of the, Drawings and specifications.

**GC 17.03** The Ministry and the Contractor shall use all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide without prejudice frank, candid, and timely disclosures of relevant information and documents to facilitate these negotiations.

**GC 17.04** If a dispute is not resolved promptly, the Contractor shall give the Ministry a written protest within fourteen (14) working days about the particulars of the matter in dispute to the Ministry Representative.

**GC 17.05** The Ministry Representative shall give a written decision to the Contractor no later than fourteen (14) working days following receipt of the written protest.

**GC 17.06** The written decision shall present the position of the Ministry to resolve the dispute. If the Contractor agrees to the written decision from the Ministry, the dispute shall have been deemed settled and resolved.

**GC 17.07** If the parties do not resolve the dispute pursuant to GC 17.06, then the dispute shall proceed and be finally resolved in accordance with GC 18.00.

**GC 18.00 BINDING ARBITRATION**

**GC 18.01** The parties agree to undertake the following steps to resolve the dispute:

- (a) both parties shall appoint the same arbitrator;
- (b) the arbitrator shall decide on the time and place to hear the dispute;
- (c) unless the parties agree otherwise, the dispute shall be addressed under the [rules](#) of the [British Columbia International Commercial Arbitration Centre](#) for the conduct of domestic commercial arbitration;

- (d) the Contractor shall pay all arbitration costs where the awarded amount is less than one hundred and twenty per cent (120%) of the Ministry's settlement offer, otherwise the Ministry shall pay for the arbitration costs;
- (e) each party shall bear their own legal and all other costs; and
- (f) the decision by the arbitrator to resolve the dispute shall be final and binding on both parties.

#### **GC 19.00 MINISTRY'S COVENANTS**

**GC 19.01** The Ministry shall compensate the Contractor for the Work, at the rates as stipulated in this Contract, or for additions, changes, or deletions to the Work, at the rate agreed upon as set out in the Supplemental Agreement or Work Order.

**GC 19.02** The Ministry shall make available to the Contractor all information which the Ministry Representative considers to be pertinent to the Work.

**GC 19.03** The Ministry shall calculate each extended amount for an individual Item by multiplying the actual quantity for that Item, as measured or calculated in accordance with the Contract, with the Unit Price of that Item found in Schedule 7 - Approximate Quantities and Unit Prices.

**GC 19.04** The Ministry shall not hold the Contractor responsible for any error, inconsistency or omission in this Contract which the Contractor may discover provided that the Contractor immediately reports any error, inconsistency or omission to the Ministry upon their discovery.

#### **GC 20.00 CONTRACT PRICE**

**GC 20.01** The quantities shown in the Approximate Quantities and Unit Prices are estimated. The final payment paid to the Contractor for Unit Price Items shall be the aggregate amount determined by multiplying the actual quantities for each Item completed in accordance with the Contract by the appropriate Unit Price for that Item.

**GC 20.02** Payment for any Lump Sum Item shall be made on the basis of the percentage of the Lump Sum Item which has been completed and approved by the Ministry Representative.

**GC 20.03** Payment of any Provisional Sum Item shall be made as follows:

- (a) the Contractor shall not be entitled to any payment for Work against a Provisional Sum Item until the Ministry Representative has authorized that Work on a Work Order;
- (b) the Ministry shall not pay the Contractor for any portion of a Provisional Sum Item which has not been authorized by the Ministry Representative in accordance with GC 20.03(a); and
- (c) any Provisional Sum Item for which no express method of payment is provided in the Contract shall be paid as authorized on the Work Order.

**GC 20.04** Where the Contract specifies payment on a Force Account Basis, or for Extra Work by mutual agreement between the Ministry Representative and the Contractor, payment shall be made in accordance with GC 21.00.

**GC 20.05** Notwithstanding any other provisions of this Contract, the payment of money by the Ministry to the Contractor is pursuant to this Contract and is subject to the provisions of the [Financial Administration Act](#).

**GC 20.06** The Contractor shall not seek any changes to the Unit Price for an Item where any of the following is true:

- (a) the actual quantity is within twenty per cent (20%) of the original estimated quantity; or
- (b) the total cost does not exceed \$20,000 as calculated by multiplying the Unit Price by the larger of the final quantity and the estimated quantity of the Item; or
- (c) the Item is a Provisional Sum Item.

**GC 21.00 FORCE ACCOUNT**

**GC 21.01** The Contractor shall not be entitled to compensation for any Work performed on a Force Account Basis prior to written authorization of such Work from the Ministry Representative.

**GC 21.02** The Contractor shall submit a "[Daily Report for Extra Work](#)" to the Ministry Representative for any Work performed on a Force Account Basis no later than one day after such Work is performed.

**GC 21.03** Payment to the Contractor on a Force Account Basis shall be made subject to the terms of the Contract, including but not limited to GC 21.05 and shall be calculated as follows,

- (a)** for the cost of labour:
  - (i)** an amount equal to the actual wages and salaries, including payroll burden, paid directly by the Contractor in respect of labour and for supervisory personnel actively and necessarily engaged on the particular portion of Work on the Site, if supported by recorded time and hourly rates of pay for that labour and supervision, but not including any payment or costs paid for operators of All Found Equipment, the Contractor's superintendent or the superintendent's delegates, administration, or management time spent on the portion of Work; and
  - (ii)** an amount for small tool allowance, plus any other similar items which the Ministry Representative considers appropriate;
  - (iii)** plus an amount equal to twenty percent (20%) of the total costs referred to in GC 21.03(a)(i) and GC 21.03(a)(ii) in respect of the related costs and expenses described in GC 21.06;
- (b)** for food and lodging:
  - (i)** an amount equal to the actual reasonable costs paid directly by the Contractor in respect of food and lodging for labour and for supervisory personnel actively and necessarily engaged on the particular Item;
  - (ii)** plus ten percent (10%) of such costs in respect of the related costs and expenses described in GC 21.06;
- (c)** for materials supplied:
  - (i)** an amount equal to the actual cost of materials supplied by the Contractor at invoice cost (which includes all freight and express charges, all applicable taxes, and all other costs incurred to supply the materials to the Site);
  - (ii)** plus ten percent (10%) of such costs in respect of the related costs and expenses described in GC 21.06;
- (d)** for Equipment:
  - (i)** the applicable Equipment Rental Rate for equipment approved by the Ministry Representative prior to its use;
  - (ii)** for equipment brought to the Site for the sole purpose of being used to perform Work to be paid on a Force Account Basis, where both the equipment and its point of hire are approved in writing in advance by the Ministry Representative, a mobilization / demobilization allowance in an amount equal to,
    - (A)** where the equipment is used for less than 8 hours in total, the actual transportation costs properly incurred by the Contractor, or
    - (B)** where the equipment is used for 8 hours or more in total, that portion of the transportation costs properly incurred by the Contractor (if any) which exceeds

the amount which is five percent (5%) of the payments made to the Contractor for the equipment under GC 21.03(d)(i),

- (iii) plus an amount equal to fifteen percent (15%) of the total amounts referred to in GC 21.03(d)(i) and GC 21.03(d)(ii) in respect of the related costs and expenses described in GC 21.06;
- (e) for preparatory work, provided that the payment is approved in writing by the Ministry Representative prior to the preparatory work being performed:
- (i) an amount equal to the actual costs to the Contractor of preparatory work performed by the Contractor including, without limitation, assembly, set-up and tear-down of specialized equipment, transportation of tools and the Contractor's personnel travel time (when personnel travel time is included pursuant to a collective agreement),
  - (ii) plus fifteen percent (15%) of such costs in respect of the related costs and expenses described in GC 21.06; and
- (f) where the Work being conducted on a Force Account Basis is performed by a Subcontractor, the compensation due to the Contractor will be:
- (i) equal to the costs properly incurred by the Subcontractor, rather than by the Contractor, under GC 21.03(a)(i), GC 21.03(b)(i), GC 21.03(c)(i), GC 21.03(d)(i), GC 21.03(d)(ii), and GC 21.03(e)(i),
  - (ii) plus the additional allowance under GC 21.03(a)(ii) and the mark-ups under GC 21.03(a)(iii), GC 21.03(b)(ii), GC 21.03(c)(ii), GC 21.03(d)(iii), GC 21.03(e)(ii), and
  - (iii) where the Subcontractor is at arms length to the Contractor, as determined in the Ministry's sole discretion, including without limitation where:
    - (A) the Subcontractor is not affiliated with the Contractor,
    - (B) if the Contractor is a joint venture, the Subcontractor is not a venturer, or affiliated with a venturer, in that joint venture, or
    - (C) the Contractor is a partnership, the Subcontractor is not a partner, or affiliated with a partner, in that partnership,

(as 'affiliated' is defined pursuant to Section 2 of the Business Corporations Act), the Ministry shall pay the Contractor an additional amount equal to five percent (5%) of the total of all payments specified in GC 21.03(f)(i) and GC 21.03 (f)(ii) subject to a cumulative maximum of fifty thousand dollars (\$50,000) exclusive of GST over the Term.

**GC 21.04** When the cumulative entitlement to payment for Work performed on a Force Account Basis in accordance with GC 21.03 equals twenty-five percent (25%) of the Tender Price, then payment for all further entitlements for Force Account Work performed on the following or subsequent days shall be calculated in accordance with.

**GC 21.05** For Work performed on a Force Account Basis in the circumstances described in GC 21.04:

- (a) the costs claimed shall be limited to those incurred on the Site;
- (b) the mark-up percentage specified in GC 21.03(a)(iii) shall be reduced to twelve and one-half (12.5%);
- (c) the mark-up percentage specified in GC 21.03(d)(iii) shall be reduced to zero percent (0%); and
- (d) the mark-up percentage specified in GC 21.03(e) shall be reduced to ten percent (10%).

**GC 21.06** Unless otherwise provided for in the Contract, payment on a Force Account Basis represents complete payment (exclusive of GST) and reimbursement for all impacts, related costs and expenses, including, without limitation: time; labour; materials; equipment; mobilization; subcontracting; overhead; profit; general supervision; occupational tax and any other Federal or Provincial revenue legislation exclusive of GST; premiums for public liability and property damage insurance policies; bonding; for the use of all tools and equipment for which no specific rental payment provision exists; and for all costs incurred by the Contractor in supplying the materials.

**GC 21.07** Standby and overtime are not compensable for Work paid on a Force Account Basis unless agreed to in advance by the Ministry Representative.

**GC 21.08** The Contractor shall not be eligible for payment for any part of Force Account Basis Work that is not recorded in accounting records as to the resources and hours attributable to the specific Work.

**GC 21.09** The accounting records shall not establish entitlement to compensation.

**GC 22.00 PAYMENT TERMS**

**GC 22.01** The Contractor shall submit an invoice monthly for Work completed to date in accordance with Schedule 7 - Approximate Quantities and Unit Prices and any applicable Supplemental Agreements or Work Orders.

**GC 22.02** The Ministry may adjust any invoice to reflect the Ministry Representative's estimate of the Work completed satisfactorily as of the invoice date.

**GC 22.03** The Ministry shall pay the Contractor in Canadian funds.

**GC 22.04** The payments as described herein shall constitute full and final payment to the Contractor for all costs and expenses associated with full and satisfactory performance of the Work, including any Extra Work authorized by a Work Order.

**GC 22.05** Notwithstanding any other provision of this Contract, the Contractor shall not receive any payment from the Ministry for any Unacceptable Work, Unauthorized Work, economic loss or loss of profits.

**GC 22.06** The Contractor acknowledges that payments do not represent a final evaluation or acceptance of the Work by the Ministry.

**GC 22.07** Provided the Contractor is not in default under any provisions of the Contract, the Ministry shall make payments to the Contractor within thirty (30) days of receiving, accepting and making any necessary adjustments to the Contractor's invoice.

**GC 22.08** If the Contract security is in the form other than a Bond, the Ministry shall release the Contract security within forty (40) days of the date on which each of the following matters have been performed or satisfied, as the case may be:

- (a) the Ministry Representative has issued a Completion Certificate;
- (b) a clearance letter has been received by the Ministry from Workers' Compensation Board indicating that all current assessments due from the Contractor have been paid;

- (c) the Ministry Representative has received the Contractor's statutory declaration in a form as required by the Ministry; and
- (d) the Contractor has provided to the Ministry Representative a written confirmation that the Contractor has accepted the final measurement of all the quantities.

**GC 22.09** The Ministry may, at its discretion, retain from the contract payments sufficient monies to indemnify the Ministry completely against any losses, claims, damages, actions, causes of actions, costs and expenses that the Ministry may sustain, incur, suffer or be put to by reason of any act or omission of the Contractor arising in connection with the Work.

**GC 22.10** The Ministry will pay any applicable GST on any payments or reimbursements to the Contractor under GC 20.01 to 22.09 inclusive, in addition to the amounts otherwise payable under those General Conditions. The documentation for such payments or reimbursements shall show the calculation of the applicable GST as a separate line item.

### **GC 23.00 CHANGE IN TAXES**

**GC 23.01** If prior to Completion Date a change occurs in any Sales Tax then the Contract Price shall be increased or decreased by an amount that is determined in the sole and absolute discretion of the Ministry to represent the amount that is demonstrably and directly attributable to that change in Sales Tax as set out in GC 23.03. For greater certainty for the purposes of the Contract, GST is not an applicable Sales Tax, and not included in the Contract Price.

**GC 23.02** Where the Contract Price is increased or decreased due to a change in Sales Tax, the costs of calculating the change in the Contract Price shall be borne by:

- (a) the Contractor where the Contract Price is increased; or
- (b) the Ministry where the Contract Price is decreased.

**GC 23.03** Where a Sales Tax increases or decreases, the change in the Contract Price shall be limited to those Sales Taxes accruing on or after the date of such decrease or increase on materials incorporated into the Work and to Sales Taxes on those items totally consumed by the Contractor in the process of and for the sole purpose of carrying out the Work.

**GC 23.04** An increase in Sales Tax shall be paid as a separate item to be added by the Ministry Representative to the progress estimate.

**GC 23.05** Where a Sales Tax decreases, the Ministry may set-off against progress payments or any other money payable to the Contractor, the amount calculated pursuant to GC 23.01.

**GC 23.06** The Contractor shall provide the Ministry with all information and documentation necessary, in the opinion of the Ministry Representative, to determine the amount by which the Contract Price is increased or decreased due to a change in Sales Tax.

### **GC 24.00 TERMINATION**

**GC 24.01** Where the Contractor does not observe, perform and comply with any provisions of this Contract, the Ministry may, in its sole discretion terminate this Contract and pursue such remedies as it deems necessary.

**GC 24.02** Notwithstanding any other provision of this Contract, the Ministry may, upon giving fifteen (15) days prior written notice to the Contractor, terminate this Contract.

**GC 24.03** Payment for any Work completed and accepted by the Ministry Representative prior to termination shall be made to the Contractor for that portion of the amounts described in Schedule 7 - Approximate Quantities and Unit Prices, and such payment shall discharge the Ministry from all liability to the Contractor with respect to payment for that Work under this Contract.

**GC 25.00 COMPLETION OF THE WORK**

**GC 25.01** The Contractor shall complete the Work in accordance with Schedule 5 – Time Schedule and any amendment thereto.

**GC 25.02** Completion of the Work occurs when the Ministry Representative determines that the Work has been completed in accordance with this Contract and the Ministry has issued a Completion Certificate.

**GC 25.03** The Contractor shall not be entitled to a Completion Certificate unless;

- (a) the Site has been cleaned up and restored to the satisfaction of the Ministry Representative; and
- (b) the Contractor has rectified any defects as identified in writing by the Ministry Representative.

**GC 26.00 EXTENSION OF THE COMPLETION DATE**

**GC 26.01** If the Contractor fails to complete the Work on or before the Completion Date, the Ministry may elect to do one or more of the following:

- (a) extend the Completion Date by a written notice to the Contractor, for reasons specified in GC 26.02; and
- (b) require the Contractor to pay consideration to the Ministry in the amount of \$500.00 per calendar day for each day between the Completion Date, as it may have been adjusted pursuant to GC 26.01(a), and the Actual Completion Date.

**GC 26.02** The Ministry may elect to reduce the total consideration payable and the consideration payable under GC 26.01(b) when:

- (a) the Work is delayed and carries on beyond the Completion Date as a direct result of an event such as adverse weather or labour dispute which amounts to a major disabling event or circumstance; and
- (b) the event is beyond the reasonable control of the Contractor in carrying out its duties, covenants and obligations under this Contract.

**GC 26.03** The lack of financial viability shall not be considered an event under GC 26.02.

**GC 27.00 GENERAL**

**GC 27.01** If any one or more provisions of the Contract, including any Supplemental Agreements or Standard Specifications conflict, then the provisions apply in the following order:

- (a) Supplemental Agreements, in reverse chronological order;
- (b) any Contract Addenda, in reverse chronological order;
- (c) Supplemental General Conditions;
- (d) the [Glossary of Terms](#);
- (e) Minor Works General Conditions;
- (f) Schedule 3 - Special Provisions;
- (g) Appendices to Special Provisions;
- (h) Schedule 7 - Approximate Quantities and Unit Prices;
- (i) Schedule 4 - Drawings;
- (j) [Standard Specifications](#);



- (k) [Maintenance Specifications](#);
- (l) [Electrical Maintenance Standards](#); and
- (m) the remaining provisions of the Contract, including the remaining Schedules.

**GC 27.02** Any notice required or permitted to be given hereunder shall be delivered or mailed by prepaid registered mail to the addresses in the Contract (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received forty-eight (48) hours after mailing.

**GC 27.03** Capitalized terms used herein shall have the meaning ascribed in the Glossary of Terms.

**GC 27.04** In this Contract, wherever the singular or masculine is used it is as if the plural, the feminine, or the neuter, as the case may be, had been used where the context or the parties require.

**GC 27.05** The Schedules form an integral part of this Contract

**GC 27.06** The Contract shall be governed, construed, and interpreted in accordance with the laws of the Province of British Columbia.

**GC 27.07** The Contractor hereby irrevocably attorns itself to the exclusive jurisdiction of the courts of the Province of British Columbia in all matters related to the Contract.

**GC 27.08** In this Contract, the units of measurement are:

- (a) determined on the basis of the "[International System of Units](#)" established by the "[General Conference of Weights and Measures](#)"; and
- (b) as defined by the [Weights and Measures Act](#).

**GC 27.09** Any reference to "day" or "days" means a calendar day or days, unless a contrary intention is expressed in this Contract.

**GC 27.10** Where there is a time limitation under this Contract, and the time in question for performance of an obligation expires on a Saturday, Sunday, or a holiday, the time for performance of the obligation governed by the time limitation is extended to the next day that is not a Saturday, Sunday or Holiday.

**GC 27.11** In the calculation of time, the first day shall be excluded and the last day included.

**GC 27.12** A reference in this Contract to a statute or to a regulation, whether or not that statute or regulation, as the case may be, has been defined, means a statute or regulation, as the case may be, 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 therefor or in replacement thereof.

## **GC 28.00 CO-OPERATION OF THE CONTRACTOR**

**GC 28.01** The Ministry may perform, or retain or permit others to perform other work on or near the Site and may permit public utility companies and others to do work on or near the Site during the progress of the Work. The Contractor shall conduct and schedule the Work and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

## **GC 29.00 CONFIDENTIALITY**

**GC 29.01** The Contractor shall treat as confidential and shall not, without the prior written consent of the Ministry, publish or disclose or permit to be published or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the Contract except insofar as such publication or disclosure is required by law or is necessary to enable the Contractor to fulfill any obligations that the Contractor may have under the Contract.



**GC 29.02** Any documentation related to the Project that is in the custody or under the control of the Ministry is subject to the [Freedom of Information and Protection of Privacy Act](#).

**GC 29.03** Unless otherwise stated in the Contract and subject to the [Freedom of Information and Protection of Privacy Act](#), all information submitted by the Contractor to the Ministry shall be considered confidential during the Term and the Ministry shall not, without the prior written consent of the Contractor, publish or disclose the information, except as insofar as such publication or disclosure is required by law.

**GC 29.04** Notwithstanding GC 29.03, the Ministry may use and disclose any such information for the purposes of administration, analysis of and cost estimation of this and other projects and may disclose such information to its consultants for that purposes.

**GC 30.00 JOINT AND SEVERAL LIABILITY RE JOINT VENTURES**

**GC 30.01** If the Contractor is a joint venture, each venturer within the joint venture shall be jointly and severally liable for the representations, warranties, debts and obligations of the joint venture made, given or incurred under, pursuant to, or as a result of or arising from the Contract, notwithstanding the nature of the legal relationship between the venturers.

**IN WITNESS WHEREOF** duly authorized representatives of the Minister of Transportation and Infrastructure, on behalf of Her Majesty the Queen in Right of the Province of British Columbia, and of the Contractor have hereunto set their hands on the dates set out below:

Project Number: \_\_\_\_\_ Contract ID Number: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

Date of Contract: \_\_\_\_\_

**SIGNED** on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative of the Minister of Transportation and Infrastructure, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
For the Minister of Transportation and Infrastructure

\_\_\_\_\_  
(Print Name and Title)

**SIGNED** on behalf of the Contractor by a duly authorized representative, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
For the Contractor

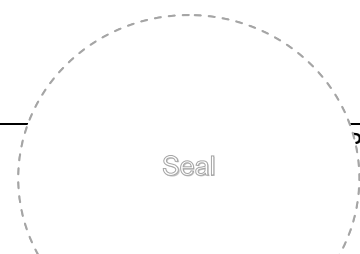
\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
Witness for the Contractor

\_\_\_\_\_  
(Print Name and Title)

*Have witnessed above or affix Corporate Seal below (as applicable)*



\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

[In the event that the Contractor is not a corporation or limited company, then the signature part of this Contract shall be modified as may be required to reflect the appropriate signature format for the Contract for an individual, partnership, other entity or joint venture as the case may be.]

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**Leading Capitals** entries indicate defined terms (see the “Glossary of Terms”)  
**lower case** entries indicate some other terms that are used

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