

MINOR WORKS GENERAL CONDITIONS

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This 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

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, it is a corporation within the meaning of the [Business Corporations Act](#) , duly organized and validly existing and legally entitled to carry on business in British Columbia and fully legally authorized, licensed and permitted to perform the Work;
- (b) where the Contractor is a corporation, and where applicable, the Contractor does hereby represent and warrant to the Ministry that the signatory has been duly authorized by the Contractor to enter into and execute this Contract, with or without corporate seal, as the case may be;
- (c) it has the power and capacity to enter into this Contract and to comply with each and every term in this Contract;
- (d) all necessary proceedings have been taken to authorize the execution and delivery of this Contract by the Contractor;
- (e) 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;
- (f) 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
- (g) 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. In particular, the Contractor agrees that the Ministry has made no representations or warranties with respect to the completeness, accuracy or relevance of any information provided in, including by accessing the URL's or the Web sites set out in, the Contract Document Package, the Contract

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 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 date of Award to the date upon which all the following conditions are fulfilled:

- (a) the Contractor and the Ministry have performed all obligations required under this Contract;
- (b) the Completion Certificate has been issued and accepted; 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 shall begin the Work immediately upon the later of either:

- (a) the execution of the Contract by the Ministry; or
- (b) on the Commencement Date as specified in this Contract.

GC 4.02 Before beginning any Work, the Contractor shall deliver to the Ministry:

- (a) the required Contract securities as set out in Schedule 2 - Contract Securities;
- (b) the original or certified copies of all insurance policies and necessary endorsements necessary to meet the requirements in Schedule 6 - Insurance Specifications; and
- (c) the Construction Schedule for the Work.

GC 4.03 The Contractor shall ensure the Ministry Representative is on the Site at the time the Work begins unless other arrangements have been previously approved by the Ministry Representative.

GC 4.04 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 of this Contract.

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 6.05 The Contractor shall comply with the British Columbia Regulation 296/97 [Occupational Health and Safety Regulation](#) and shall:

- (a) have an occupational health and safety program in place during the Term of this Contract;
- (b) provide adequate training, instruction, and direction to all workers on Site; and
- (c) pay all required assessments pursuant to the [Workers Compensation Act](#) and the [Occupational Health and Safety Regulation](#).

GC 7.00 RISKS AND INDEMNITY

GC 7.01 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 7.02 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 7.03 The Contractor shall indemnify and save harmless the Ministry 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 at any time or times (whether before or after the expiration or sooner termination of this 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 or any servant, agent, employee, officer, director, shareholder or Subcontractor of the Contractor.

GC 8.00 INSURANCE

GC 8.01 The Contractor shall provide and maintain the insurance coverage as specified in Schedule 6 - Insurance Specifications of this Contract.

GC 9.00 CLAIMS REPORTING

GC 9.01 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.

GC 10.00 SPECIFICATIONS AND MATERIALS

GC 10.01 The Contractor shall carefully study and compare all specifications, Drawings and other instructions.

GC 10.02 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 10.03 The Contractor shall comply with the requirements of the Standard Specifications and all Schedules to this Contract.

GC 10.04 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 11.00 *CONDITION OF SITE*

GC 11.01 The Contractor shall confine all Work to the Site.

GC 11.02 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 11.03 The Contractor shall maintain, at its own cost, all Disturbed Features in accordance with the Maintenance Specifications and to the satisfaction of the Ministry Representative.

GC 12.00 *QUALITY OF WORK*

GC 12.01 The Contractor shall supervise the Work using the Contractor's best skill and attention.

GC 12.02 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 12.03 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 12.04 The Contractor shall ensure all Work performed and materials supplied meet or exceed the requirements specified in this Contract.

GC 13.00 *INSPECTIONS AND WARRANTY*

GC 13.01 The Contractor shall complete all of the Work to the satisfaction of the Ministry Representative in accordance with Schedule 5 - Time Schedule.

GC 13.02 The Contractor shall permit the Ministry Representative at all times to have access to the Work for the purposes of inspecting the Work.

GC 13.03 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 13.04 The Contractor shall rectify any defective or deficient Work at the Contractor's own expense to the satisfaction of the Ministry Representative from the Commencement Date to the Completion Date and for a warranty period of 365 calendar days after the Completion Date.

GC 13.05 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 13.06 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 14.00 WORK ORDERS

GC 14.01 The Contractor shall comply with every Work Order.

GC 14.02 The Contractor shall not base a claim or dispute upon verbal orders for any reduction, change or Extra Work performed under this Contract unless the Contractor has first received an authorized written Work Order from the Ministry Representative.

GC 15.00 CONTRACT AND ASSIGNMENT

GC 15.01 This Contract shall be binding upon:

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

GC 15.02 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 15.03 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 16.00 MINOR WORKS - RESOLVING DISPUTES

GC 16.01 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 16.02 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 16.03 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 16.04 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 16.05 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 16.06 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 16.07 If the parties do not resolve the dispute pursuant to GC 16.06, then the dispute shall proceed and be finally resolved in accordance with GC 17.00.

GC 17.00 BINDING ARBITRATION

GC 17.01 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) the dispute shall be addressed under the [rules](#) of the [British Columbia International Commercial Arbitration Centre](#) administered in accordance with the "Procedures for cases

under the BCICAC Rules" of the British Columbia International Commercial Arbitration Centre;

- (d) the Contractor shall pay all arbitration costs where the awarded amount is less than one hundred and fifteen per cent (115%) 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 18.00 MINISTRY'S COVENANTS

GC 18.01 The Ministry shall compensate the Contractor only when approved by the Ministry Representative, at the rates as stipulated in this Contract, or where not specified, at the rate agreed upon as set out in the Work Order for all additions, changes or deletions to the Work.

GC 18.02 The Ministry shall make available to the Contractor all information which the Ministry Representative considers to be pertinent to the Work.

GC 18.03 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 18.04 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 19.00 CONTRACT PRICE

GC 19.01 The quantities shown in the Approximate Quantities and Unit Prices are estimated. The final Contract Price paid to the Contractor shall be the aggregate amount determined by multiplying the actual quantities for each Item by the appropriate Unit Price for that Item.

GC 19.02 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 19.03 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 19.04 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 20.00 PAYMENT TERMS

GC 20.01 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 Work Orders.

- GC 20.02** The Ministry may adjust any invoice to reflect the Ministry Representative's estimate of the Work completed satisfactorily as of the invoice date.
- GC 20.03** The Ministry shall pay the Contractor in Canadian funds.
- GC 20.04** 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 20.05** 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 20.06** The Contractor acknowledges that payments do not represent a final evaluation or acceptance of the Work by the Ministry.
- GC 20.07** 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 20.08** 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 20.09** 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 20.10** The Ministry certifies that the property and/or services ordered and purchased under the terms of this Contract are for the use of, and are being purchased by, the Ministry with Crown funds and therefore not subject to the "Goods and Services Tax" (GST).
- GC 21.00** ***TERMINATION***
- GC 21.01** 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 21.02** 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 21.03** 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 22.00 COMPLETION OF THE WORK

GC 22.01 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 22.02 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 23.00 EXTENSION OF THE COMPLETION DATE

GC 23.01 If the Contractor fails to complete the Work on or before the Completion Date, the Ministry may elect to extend the Completion Date by a written notice to the Contractor. If the Ministry extends the Completion Date, the Ministry may require the Contractor to pay consideration to the Ministry in the amount of \$500.00 per calendar day, subject to GC 23.02, for each or any part of the calendar day after the Completion Date in effect prior to such extension.

GC 23.02 The Ministry may elect to reduce the total consideration payable and the consideration payable under GC 23.01 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 23.03 The lack of financial viability shall not be considered an event under GC 23.02.

GC 24.00 GENERAL

GC 24.01 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) 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; and
- (l) the remaining provisions of the Contract, including remaining Schedules.

GC 24.02 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 48 hours after mailing.

GC 24.03 Capitalized terms used herein shall have the meaning ascribed in the Glossary of Terms.

GC 24.04 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 24.05 The Schedules form an integral part of this Contract.

GC 24.06 This Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia.

GC 24.07 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 24.08 Any reference to "day" or "days" means a calendar day or days, unless a contrary intention is expressed in this Contract.

GC 24.09 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 24.10 In the calculation of time, the first day shall be excluded and the last day included.

GC 24.11 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 25.00 CO-OPERATION OF THE CONTRACTOR

GC 25.01 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 26.00 CONFIDENTIALITY

GC 26.01 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 26.02 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 26.03 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 26.04 Notwithstanding GC 26.03, 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.

IN WITNESS WHEREOF a duly authorized representative of the Minister of Transportation and Infrastructure, on behalf of Her Majesty the Queen in Right of the Province of British Columbia, has hereunto set his or her hand and the common seal of the Contractor has been hereunto affixed in the presence of its duly authorized signatories in that behalf on the date 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

Phone: _____

Fax: _____

by a duly authorized representative of the Minister of Transportation and Infrastructure, this

_____ day of _____, 20

in the presence of:

(Witness)

_____ For the Minister of Transportation and Infrastructure

(Name and Title)

THE common seal of:

(Name of Contractor)

(Address)

(Telephone)

(Fax)

was hereunto affixed in this _____ day of

C/S

_____, 20 _____, in the presence of:

(Witness)

_____ Authorized Signatory for the Contractor

(Name and Title)

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