

## DEFINITIONS

*Replace Definitions with the following:*

### **Consultant**

The Consultant is as designated in A1.1 of the Agreement and includes any authorized representative of the Consultant.

### **Contract Price**

The Contract Price is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE and includes all costs necessary to perform the Work including:

- (a) overhead;
- (b) labour;
- (c) supervision;
- (d) management and administration;
- (e) materials;
- (f) temporary work;
- (g) plant;
- (h) supplies;
- (i) services;
- (j) all direct and indirect costs of freight, handling, transportation and delivery;
- (k) all foreign, federal, provincial and municipal taxes (except Value Added Taxes);
- (l) duties of whatsoever kind;
- (m) all permits, licences and approvals required for the performance of the Work.

### **Subcontractor**

Subcontractor has the meaning attributed to the term “subcontractor” in the Builders Lien Act.

### **Substantial Performance of the Work**

Substantial Performance of the Work has the meaning attributed to the term “completed” in the Builders Lien Act.

### **Supplier**

Supplier has the meaning attributed to the term “material supplier” in the Builders Lien Act.

**Value Added Taxes**

Value Added Taxes means such sum as shall be levied upon the Contract Price by the Federal or any Provincial or Territorial Government and is computed as a percentage of the Contract Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by the tax legislation.

**Working Day**

Working Day is a day other than Saturday, Sunday or a statutory holiday in British Columbia.

*Add the following:*

**Builders Lien Act**

Builders Lien Act means the British Columbia Builders Lien Act, S.B.C. 1997, c.45, as amended, as in effect on the date of this Contract.

**Certificate of Readiness**

Certificate of Readiness is a certificate issued by the Consultant that the Work or a specific unit is in a condition that it is ready for occupation, or would be ready for occupation but for required actions by the Owner.

**Holdback Account**

Holdback Account means an account established by the Owner pursuant to GC 5.1.2.

**Savings Institution**

Savings Institution means the savings institution selected by the Owner pursuant to GC 5.1.2.

**Construction Schedule**

Construction Schedule means the construction schedule prepared and submitted by the Contractor pursuant to GC 3.4.1.

**Certificate of Completion**

Certificate of Completion means a certificate issued by the Payment Certifier in accordance with section 7 of the Builders Lien Act and GC 5.4.1.

**Contractor Caused Event**

Contractor Caused Event has the meaning set out in GC 6.5.2.

**Excusable Event**

Excusable Event has the meaning set out in GC 6.5.1.

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**Owner Caused Event**

Owner Caused Event has the meaning set out in GC 6.5.3.

**Warranty Period**

Warranty Period means the warranty period specified in GC 12.3.1.

**Safety Regulations**

Safety Regulations means the rules, regulations, and practices required by the construction health and safety legislation applicable to the Place of the Work.

**Hazardous Substances**

Hazardous Substances means any radioactive materials, hydrocarbons, waste oil, solvents, volatile organic compounds, polychlorinated biphenyls ("PCBs"), PCB- containing equipment or materials, metals, metal hydroxides, gypsum, phenols, hazardous waste, special waste, waste of any nature, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, or any other solid, liquid, gas, vapour, odour or any combination of them, the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or defined under any laws, regulations, or bylaws.

**Change**

Change means a Change Order or Change Directive.

**Schedule Narrative**

Schedule Narrative means the narrative to the Construction Schedule attached hereto as Schedule "E". The Schedule Narrative must be in a form to be agreed by the parties, acting reasonably.

**Milestones**

Milestones means the dates identified in GC 3.5.2

**Overhead**

Overhead includes but is not limited to all direct or indirect costs of any and all site and office operations and facilities, administration and supervision, duties and taxes and permit and license fees, together with the costs of any and all submittals, warranties, quality control, insurance, bonding, calculations, testing, inspections, meals, accommodations, tools, equipment, first aid, time keeping, security, temporary services and utilities, correspondence, preparation of drawings, costing, accounting, payroll, technical staff, statutory fees, consumables, material handling, storage, transportation, separate of waste materials for recycling or disposal, union due and charges, certificates, licenses, inspections and unallocated costs.