

3.2 The Developer covenants and agrees either:

(a) to enter into a written agreement with a qualified third party to act as the Prime Contractor, with respect to the construction of the Works and Services, for the purpose of section 118 of the Workers Compensation Act; or

(b) as the owner, as defined in the Workers Compensation Act, of the project for which the construction of the Works and Services are being undertaken, to assume the responsibilities of the Prime Contractor for purposes of section 118 of the Workers Compensation Act.

3.3 The Developer covenants and agrees that he will provide, or will ensure that the third party Prime Contractor, referred to in paragraph 3.2(a) of this Agreement, provides the following completed documentation to the City prior to the commencement of the construction of the Works and Services:

(a) the City's "Designation of Contractor as Prime Contractor for the Land Development Project" form, or "Designation of Developer as Prime Contractor for Land Development Project" form, as the case may be, as completed by the third party Prime Contractor and, where applicable, by the Developer;

(b) a copy of the completed "Notice of Project" which has been filed with WorkSafe BC, pursuant to section 20.2 of the Occupation Health and Safety Regulation, B.C. Reg. 296/97, as amended, by the third party Prime Contractor or the Developer, as the case may be; and

(c) written confirmation of the name of the qualified coordinator appointed pursuant to Section 20.3(2) of the Occupation Health and Safety Regulations, B.C. Reg. 296/97, as amended, by the third party Prime Contractor or the Developer, as the case may be, for the purpose of ensuring the coordination of health and safety activities for the location where the construction of the Works and Services will be performed.

"The Developer agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.

The Developer covenants and agrees to expeditiously commence construction, to carry out the construction with due diligence, to take out the permits required pursuant to "Highway and Traffic By-law, No. 13007", and amendments, and to comply with the provisions of the Workers' Compensation Act, R.S.B.C., 1996, Chapter 492, as amended, Highway Act, R.S.B.C., 1997, Chapter 188, and amendments thereto and "Highway and Traffic By-law, 1997, No. 13007" and amendments thereto, throughout the construction of the Works and Services."

(City of Surrey, August, 2009)