

Westbow Policy Subcontractor Agreement

The information below is in relation to and in addition to the information provided and the agreement made to work for Westbow. This document must be signed by a representative of your company prior to starting work.

Health and Safety

- **Principal contractors Responsibility:** (*Westbow OH&S Policy Manual*)
 - To coordinate a safe working environment with partnership with trades onsite as per WCB requirements.

- **Contractors Responsibility:**
 1. Subcontractors on a Westbow Construction Development Corporation jobsite are largely **responsible** for their **own** health and safety program as required by the WorkSafeBC Regulation. Due to the due diligence act, all are to take part in documentation of each own safety policies.
 2. To provide Westbow a copy of their Company Safety Policy

- **Contractors Shall Ensure That:**
 1. To complete the site Safety Orientation prior to commencing **any** work. See orientation line for more details.

 2. **To comply with the Basic Safety Rules for all sub- trades. Please request if not seen or see online through the website link**

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 3. To have full WorkSafeBC coverage that is current, and that any assessments and penalties that may cause them to be delinquent is paid in full.

 4. If at any time you become delinquent with WorkSafeBC you are required to provide a clearance letter once the penalties are paid and you are once again cleared to work.

 5. To comply with all of the *WorkSafeBC Regulation and Guidelines*, particularly Sect. 20.3, (2)(b), "...each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities..."

 6. To provide and enforce the use of adequate personal protective equipment.

 7. They immediately correct any unsafe conditions or practices reported or observed within their jurisdiction, along with refusing any work they may find unsafe.

 8. They comply specifically with the requirements of Part 16 of the *WorkSafeBC OH&S Regulation* in its entirety as it relates to the processes and equipment in question

- **Jobsite orientation**
 - Prior to starting work on a Westbow jobsite, you as a contractor, and your crews are required to participate in a Job Specific orientation as per signed contract and the general agreement to work for Westbow Construction Group. By agreeing to come to work With Westbow on one of our various projects, you agree to help uphold our safety policies which are mandated by WCB and

can be found by request of our OH&S manual, or by reviewing your own responsibilities are a business through WCB.

- Westbow via contract awarding or site staff, will provide a link to view the orientation video and the documentation to sign off on.

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- Each individual member of the company must sign off on the “Subcontractor Orientation Declaration” sheet and submit either to the office via email at construction@westbow.ca, or directly to the site superintendent.
- **Working from Heights** *in addition to and not limited to*
 - Work platforms must comply to all WCB regulatory and/ or manufactures requirements
 - All ladders and ladder set ups must comply to all WCB regulatory and manufactures requirements
 - All required PPE and fall protection must be use in good working condition and maintained and inspected as per WCB regulatory and manufactures requirements
- **Disciplinary Action**
 - While at a workplace where Westbow is the prime contractor, employer or the owner, all workers and visitors are required to abide by the *Westbow OH&S Policy*, the *WorkSafeBC Regulation*, the *Workers Compensation Act*, and any other applicable legislation. Many issues of non-compliance can be addressed and rectified through discussion, but for repeat occurrences or where an action warrants further response, disciplinary action may be appropriate.
 - When Westbow Site Management determines that disciplinary action is appropriate to address an issue of non-compliance they may, at their discretion, utilize any of the following disciplinary measures to correct the actions of a worker or visitor.
 - Written warning
 - Fine against a contractor (\$100)
 - Temporary suspension from the workplace
 - Permanent suspension from the workplace
 - Documented record of this disciplinary action shall be forwarded to the Construction Manager for the project and the Safety Manager. The Construction Manager or Westbow Senior Management may determine that, at their discretion, further disciplinary action is required.

Trade Scope of Work

- Work is to be performed under the guidelines of Westbow’s trade specific scope of work, as per drawing and specific project details, and is bound by contract or agreement of the job. Work to be performed within the standards is set out by supervisor, by scope of work, by a binding contract and this document.

Jobsite Machinery & Equipment

- All site machinery must be operated by a trained, competent person with a valid driver’s license
- Machinery must be operated within the manufacture’s limitations and designed usage. Reference user’s manual for further details.
- Telehandler (forklift)
 - Please reach out to site staff to use machinery

- Valid driver's license **REQUIRED**
- Valid forklift ticket is suggested but not mandatory.
- Ensure full understanding of the equipment prior to use. Follow up with site staff to request a copy of location of the user's manual
- Man lift
 - Please reach out to site staff to use machinery
 - Valid driver's license is **REQUIRED**
 - Valid operator's ticket is **REQUIRED**
 - Ensure full understanding of the equipment prior to use. Follow up with site staff to request a copy of location of the user's manual
 - Proper fall protection is **REQUIRED**

Jobsite Cleanliness

- All workers are responsible to clean up after themselves and to put garbage in the appropriate and provided receptacles. If a garbage bin is not available, please inform a Westbow employee. When working inside a unit that has flooring down and construction paper removed, please remove your shoes and tool belts, as to limit dirt and potential damage.

Westbow Payment Schedule

Westbow operates with a monthly payment and invoicing schedule. Our requirements are as follows;

- All invoices are to be sent to payables@westbow.ca on or before the 2nd business day of every month. This is an automated system. Please ensure you invoices are correct and have the proper information.
- For any questions and concerns, please email aphelp@westbow.ca.
- Expect payment by the 29th of every month
- Westbow Construction Group provides direct deposit with a void cheque – Spectrum Joint Venture pays only by cheque
- Site Supers, and project managers hold the right to leave vendor invoices unapproved if they determine the work has not been completed or the bill is unfair. This should be communicated to you by end of month. See more details below.
- To ensure on time payment please include PO numbers and company information. Example is the PO code with the building number or unit which will be site specific. (Example: unit 25 Southridge, PO:0073XX= 007325, elk creek lot 99, PO 004XXX= 004099). Invoices submitted without PO numbers may not be paid on time.
- Please do not hesitate to request a full list of lot numbers and address's we currently have ongoing
 - Westbow Construction Group
 - Southridge(0073XX)
 - Webster phase 1(0300XX), phase 2(0282XX), phase 3 (0283XX)
 - Elk Creek (004XXX)
 - Cascade (003XXX)
 - Forest Homes (006XXX)
 - Spectrum Joint Venture
 - Solara (0090XX)

Invoices:

Invoices must be an attachment to an email, and not a link to a secondary invoicing program. Otherwise our automated system does not recognize the invoice. Invoices must include the following

- **Your company name and address** (Payable to)
- **The Date** ie: The end of the month – March 31
- **Invoice to:** **Westbow Construction Group or Spectrum Joint Ventures** (Ask Site Manager)
- **Job Address and PO #** (Ask Site Manager)
- **WCB number and GST number**
- **Separate the Subtotal, GST, Total**

If an error is found with your invoice, you will be emailed about the specifics. Please check your email regularly to review and revise your invoice. If this is not completed in a timely manner, your invoice may miss the current payment period. A reasonable turnaround time is 1-2 days.

Change Orders

- Change orders are a form of an amendment of contract. For all trades that we require contracts, we require a change order signed by site supervisor for any additional cost above and beyond contract amount, only if site staff agree it is beyond contract requirements. We request any change orders to be sent to payables@westbow.ca with the invoice. If change orders are not agreed on by site staff, or submitted with or before invoice, costs above contract amount may not be paid
- Please note that any invoice not matching subcontract or change order amount may not be paid on time. To avoid this, we ask trades to invoice extras for amounts above and beyond contract separately.

List of trades requiring contracts include:

- | | | |
|--------------------------|---------------------|----------------------------|
| - Framing | - electrical | - HVAC |
| - Plumbing | - sprinkler | - Roofing(supply/ install) |
| - Insulation | - drywall | - painting |
| - Flooring suppl/install | - cabinetry/counter | -garage doors |

Hold Backs

- Westbow has the legal rights to hold back money on any invoice in cases such as and not limited to incomplete work, premature billing, deficiencies and WCB. Please read contracts for more details. Site super and project management hold the right and discretion if a hold back is needed to be placed. When a hold back is resolved or work completed, the amount will be paid on the following billing cycle.-
- Common Applied hold backs
 - All general trades: 10% or greater if billing in full prior to complete
 - Framers: 10% of total contract amount till flooring complete within the *“framing scope of work”* to ensure flat floor is built without squeaks.
 - Mechanical trades: 10% or greater if billed in full prior to completion
 - WCB: 10% to cover WCB premiums on trade without WCB clearance

Back Charges

Westbow holds the right to either back charge in way of invoice, or by retaining money against an open invoice.

Reason for back charge include and not limited to:

- Jobsite cleanliness
- Excessive waste of material purchase by Westbow
- Careless damage to Westbow property
- Compromising building schedule without reasonable notice
- The need to call secondary trade to repair or finish work.
- Incomplete work
- Removing framing and safety railings without reinstallation
- Misuse, damaged and not returned tools that are borrowed.

Please note: all trades will be given a reasonable amount of site determined time to rectify a situation.

Warranties

As per Pacific Home Warranty, you are required to provide as per your scope of work:

- 1 Year: materials and Labor coverage
- 2 Years: Mechanical systems coverage
- 5 Years: Building Envelope Coverage
- 10 Years: Structural Defect Coverage

Required sign off to work

By signing, I herby agree that I understand and will follow WCB regulation, personal company policies, and Westbow jobsite and company policies as per mention above, but not limit to. I as a contractor agree to take responsibility for mine and my employees, subcontractors actions resulting in poor workmanship, incomplete scope of work, violations to policies and regulations,

Company: _____

Name of Subcontractor: _____

Signature: _____ Date: _____

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