



Alberni Valley Community Forest
Corporation

**SCHEDULE G
PRIME CONTRACTOR
AGREEMENT**

THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF _____, 2014

PROJECT DESCRIPTION:

TOTAL CHANCE PLAN, MULTI-PHASE ENGINEERING, SILVICULTURE
AND TIMBER DEVELOPMENT
WITHIN THE TAYLOR OPERATING AREAS OF THE ALBERNI VALLEY COMMUNITY FOREST

Between:

The Alberni Valley Community Forest Corporation (AVCFC)
7500 Airport Road
Port Alberni, B.C. V9Y 8Y9
Phone Number: (250)731-7377
AVCFC Representative: Chris Law, RFT.
Email Address: manager@communityforest.ca
(the "AVCFC")

And:

Company Name
Physical and Mailing Address including postal code
Phone Number
Fax Number
Email Address
Name of Company Representative
Corporate Business Number
Worksafe BC Number

(the "Prime Contractor")

Referred herein to as "the Parties".

Whereas:

- A. The AVCFC and the Prime Contractor have agreed that the *Workers Compensation Act (WC Act)* and its regulations allow the AVCFC to establish Prime Contractor responsibilities.
- B. The Prime Contractor agrees to be the prime contractor at the Place of Work or Work Area.
- C. The Prime Contractor has the required knowledge and control of the Place of Work or Work Area to execute the responsibilities of a prime contractor as described in the *WC Act* and its regulations.
- D. The AVCFC and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

Accordingly, the Parties agree as follows:

1. DEFINITIONS

- 1.1 In this document, the following words have the following meanings:
- (a) "**Affected Parties**" means other parties described in Article 2 that create a multiple employer workplace;
 - (b) "**Agreement**" means this Prime Contractor Agreement between the Parties;
 - (c) "**Amending Document**" means an Amendment form or another standard form of similar nature specified by the AVCFC;
 - (d) "**Contract Documents**" means those documents described in Section 3.1.
 - (e) "**Principal Contractor**" means a party who holds a contract for service or works with the AVCFC and does not include any tenures or authorizations under the Forest Act.
 - (f) "**Term**" means the period of time this Agreement is in force pursuant to Section 3.
- 1.2 If any of the words in section 1.1 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

2. AFFECTED PARTIES

The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

Firm Name	Address	File #

3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.1 The Parties entered into the agreement dated for reference the _____, identified as Agreement Number _____ that is applicable to and forms part of this Agreement.

Amending Documents

- 3.2 No change to the Agreement is effective unless the change is in the form of an Amending Document signed by both Parties.

4. TERM OF AGREEMENT

- 4.1 Subject to Clause 3.2, the Term of this Agreement is from _____ to _____ **inclusive**.
- 4.2 Time is of the essence in this Agreement.

5. PRIME CONTRACTOR RESPONSIBILITIES

- 5.1 The Prime Contractor shall:
- (a) Establish and maintain a system or process that will ensure compliance with Part 3 of the *WC Act* and its Regulations applicable to the Place of Work or Work Area.
 - (b) When requested, co-operate with contract monitoring by the AVCFC Representative, by providing up-to-date information to the AVCFC Representative including but not limited to:
 - i. the Prime Contractor's safety program;

- ii. a system for first aid coordination;
 - iii. emergency transportation provisions for injured workers;
 - iv. workplace inspection results for Prime Contractor's own workers and for the Affected Parties;
 - v. safety meeting minutes from the Prime Contractor and the Affected Parties and all accident investigations.
- (c) Immediately notify the AVCFC Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Place of Work or Work Area. There can be only one prime contractor on any multiple employer workplace.
 - (d) Prior to the Work or Services commencing on the Place of Work or Work Area ensure a safety program is in place.
 - (e) Familiarize itself with the Place of Work or Work Area and receive from the AVCFC Representative a list of hazards which have been observed at the Place of Work or Work Area and conduct workplace inspections to identify additional or new hazards at the Place of Work or Work Area.
 - (f) Enforce the required safety rules and all regulatory requirements on all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area.
 - (g) Ensure there is appropriate first aid coverage for all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area.
 - (h) Comply with the *WC Act* and its Regulation.
 - (i) Ensure a notice of project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.
 - (j) Whenever the Place of Work or Work Area is a multiple employer workplace, ensure the activities at the site are coordinated to eliminate or minimize risk of injuries to the Prime Contractor and to the Affected Parties and their workers.
 - (k) Ensure all workers of the Prime Contractor and of the Affected Parties at the Place of Work or Work Area are given any information known to you that is necessary to identify and eliminate or control hazards to the health or safety of all workers.
 - (l) Immediately notify workers, suppliers, and Affected Parties and any other persons of any hazard created by overlapping or adjoining work activities of two or more contractors and ensure the hazards are addressed throughout the duration of such activity.
 - (m) Ensure there is a system in place to alert you when workers, suppliers, and Affected Parties enter the Place of Work or Work Area so their work can be coordinated. This will include all Affected Parties providing you with the name of a person designated by them to supervise their workers.
 - (n) Monitor the work of the Prime Contractor's workers and of the Affected Parties' workers to ensure compliance with the *WC Act* and its Regulation.
 - (o) Ensure Affected Parties adequately supervise their workers. 5.02 The Prime Contractor shall not assign this Agreement, or subcontract any obligations under this Agreement.
- 5.2 The Prime Contractor shall not assign this Agreement, or subcontract any obligations under this Agreement.
- 5.3 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the AVCFC, this Agreement forms the written notice of Prime Contractor.

The Parties hereto have duly executed this Agreement.

<p>SIGNED AND DELIVERED on behalf of the AVCFC by an authorized representative of the AVCFC</p> <p>_____</p> <p>Authorized signatory of the AVCFC</p> <p>Printed Name: _____</p> <p>Dated: _____</p>	<p>SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation).</p> <p>_____</p> <p>Prime Contractor or authorized signatory</p> <p>Printed Name: _____</p> <p>Dated: _____</p>
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