



Attachment to the Agreement with \_\_\_\_\_ for multi-phase engineering, silviculture and timber development within the Sproat Operating Area-Forest Development Unit-A (FDU-A) of the Alberni Valley Community Forest.

## **1. GENERAL PROVISIONS**

- 1.1 If the Contractor engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.2 The actions of any Subcontractor engaged to carry out any of the Work shall be deemed to be the actions of the Contractor.
- 1.3 If the Contractor engages a Subcontractor to carry out any of the Work, any provision in this Agreement requiring the Contractor to meet an obligation associated with the Subcontractor's Work shall be deemed to mean the Contractor shall ensure the Subcontractor meets that obligation.
- 1.4 The AVCFC may, for a reasonable cause, object to the use of an intended Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 1.5 The Contractor acknowledges and agrees that the Subcontractor (or any of the Subcontractors' directors, officers or members) is not an affiliate or an associate of the Contractor (or any of the Subcontractors' directors, officers or members) within the meaning of the *Business Corporations Act* of British Columbia.
- 1.6 Nothing in this Agreement will create any direct or indirect contractual relationship between the AVCFC and any Subcontractor or impose any obligation or liability upon the AVCFC to any Subcontractor.
- 1.7 The Contractor must ensure all approved Subcontractors obtain WorkSafe BC coverage and comply with all conditions of the *Workers Compensation Act* and regulations thereunder and where general Worksafe BC coverage is not obtainable, the Contractor will ensure all Subcontractors obtain Personal Optional Protection under the *Workers' compensation Act*, and upon request must provide us with proof of such compliance.
- 1.8 The Contractor shall ensure that all its Subcontractors performing services under this Agreement carry insurance in the form and limits as specified in the Insurance Requirements Schedule, and upon request must provide us with proof of such compliance.

## **2. INSPECTION BY THE CONTRACTOR**

- 2.1 The Contractor is not entitled to subcontract any obligations with respect to inspection to the Subcontractor whose work is being inspected. Any inspection must be done by the Contractor, or by a different Subcontractor approved by the AVCFC.
- 2.2 The Contractor shall inspect each phase or part thereof for the purposes of determining the quality of work.

2.3 The Contractor shall inspect the work in the following manner: as per Schedule A.

2.4 The Contractor shall provide the AVCFC with a written statement of the Work quality achieved, supported by inspection data and a map of the Payment Area (or portions thereof). The AVCFC may examine such portion or portions of the Payment Areas as it considers appropriate to verify the quality of the Work.

2.5 If the AVCFC determines the inspection carried out by the Contractor does not correctly indicate the quality of the Work the AVCFC may require the Contractor to carry out additional inspection.

**3. APPROVED SUBCONTRACTORS**

3.1 The Contractor acknowledges and agrees that only the following are approved by the AVCFC to be Subcontractors:

Subcontractor	Name and qualifications	Function