



Alberni Valley Community Forest
Corporation

SCHEDULE F SAFETY CONDITIONS

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.

Terms such as “employer”, “independent operator”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms by Part 3 of the *Workers’ Compensation Act (WC Act)*.

1. OTHER SAFETY CONSIDERATIONS

- 1.1 In accordance with the *WC Act* and its regulations, the Contractor must submit a notice of project, as applicable, to WorkSafe BC, unless the Contractor is notified in writing that the AVCFC will submit the notice of project. Where the Contractor submits the notice of project, a copy must be provided to the AVCFC. Where the AVCFC submits the notice of project, the Contractor must provide, upon our request, all the information necessary to support the notice of project and the AVCFC will provide the Contractor with a copy of the notice of project.
- 1.2 The Contractor will commence and conduct all operations consistently with the notice of project.
- 1.3 The Contractor must immediately submit written notice to the AVCFC on all matters reported to WorkSafe BC by the Contractor or the Contractor’s Subcontractors. The written notice must include all information necessary to allow the AVCFC to adequately collect and address safety or other related incidences, but will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else’s opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.4 Where the AVCFC brings safety concerns to the attention of the Contractor, it shall give full consideration to the issues raised and provide the AVCFC with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.5 If the Contractor or any Subcontractors are exempted from being certified as a SAFE Company under BC Forest Safety Council standards, they must, in addition to any conditions associated with said exemption, provide evidence to the satisfaction of the AVCFC that the Contractor or its Subcontractors have:
 - (a) an employee monitoring system that will periodically ensure the well being of all the Contractor’s or its Subcontractor’s employees commensurate with the risks associated with the employee’s activities; and
 - (b) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed; and

- (c) evidence of training and any required certifications required under *WC Act* or its regulations; and
- (d) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles.

2. PRIME CONTRACTOR PROVISIONS

2.1 The Contractor acknowledges, agrees, and warrants that:

The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the AVCFC and shall carry out the duties described therein, where any of the following conditions exist:

- (a) the AVCFC gave notice that the Successful Bidder would be the Prime Contractor;
- (b) the AVCFC designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
- (c) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.2 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the AVCFC that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and
- (b) the AVCFC provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
- (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or
- (d) the AVCFC may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the AVCFC creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.

2.3 The AVCFC may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.

2.4 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the AVCFC