



## Schedule G - Prime Contractor Agreement

For Spring 2020 FESBC Tree Planting in  
the Nadina Forest District  
CONTRACT # SILVICON-PL-FES-2020

### BETWEEN:

**Silvicon Services Inc.**  
3560 Victoria Drive  
PO Box 490  
Smithers, British Columbia  
V0J 2N0  
Phone Number: 250-847-3680 Fax Number: 250-847-2530  
Silvicon Representative: Derek Hetherington  
E-mail Address: Derek.Hetherington@Silvicon.com

### AND:

**Company Name**  
**Physical & Mailing Address (including Postal Code)**  
**Phone Number: (Area Code) Phone No ... FAX Number: (Area Code) Fax No**  
**E-mail Address: Company's Email Address**  
**Corporate Business Number: Company's Business Number for taxation purposes**  
**WorkSafe BC Number: WCB No**

(the "Prime Contractor")

referred herein to as "the Parties".

### WHEREAS:

- A. Silvicon Services Inc. and the Prime Contractor have agreed that the *Workers Compensation Act (WC Act)* and its regulations allow Silvicon Services Inc. 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. Silvicon Services Inc. 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:

### ARTICLE 1.: Definitions

1.01 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 FS600 Contract Amendment form or another standard form of similar nature specified by Silvicon Services Inc.;
- (d) "**Contract Documents**" means those documents described in section 3.01.
- (e) "**Principal Contractor**" means a party who holds a contract for service or works with Silvicon Services Inc. 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 Article 3.

1.02 If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

**ARTICLE 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#

**ARTICLE 3: Contract Documents and Amendments**

**Contract Documents**

3.01 The Parties entered into the agreement dated for reference the \_\_\_\_, identified as Agreement East Contract that is applicable to and forms part of this Agreement.

**Amending Documents**

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

**ARTICLE 4: Term of Agreement**

4.01 Subject to Clause 3.02, the Term of this Agreement is from May 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2019 inclusive.

4.02 Time is of the essence in this Agreement.

**ARTICLE 5: Prime Contractor Responsibilities**

5.01 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 Silvicon Services Inc., by providing up-to-date information to Silvicon Services Inc. 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 Silvicon Services Inc. 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 Silvicon Services Inc. 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.

5.03 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Silvicon Services Inc, this Agreement forms the written notice of Prime Contractor.

The Parties hereto have duly executed this Agreement.

<b>SIGNED AND DELIVERED</b> on behalf of Silvicon Services Inc. by an authorized representative of Silvicon Services Inc.	<b>SIGNED AND DELIVERED</b> by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
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Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__