



Schedule H - Subcontracting

For Spring 2021 Chelaslie South FCI Tree
Planting in the Nadina Forest District
CONTRACT # 2021-Silvicon-PL-FCI-5

ARTICLE 1: General Provisions

- 1.01 If the Contractor engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.02 The actions of any Subcontractor engaged to carry out any of the work shall be deemed to be the actions of the Contractor.
- 1.03 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.
- 1.04 Silvicon Services Inc. may, for a reasonable cause, object to the use of an intended Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 1.05 The Contractor acknowledges and agrees that the Subcontractor or any of the Subcontractors' directors, officers or members is not an Associated Person of the Contractor as that term is referenced in the tendering documents and as defined in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- 1.06 Nothing in this Agreement will create any direct or indirect contractual relationship between Silvicon Services Inc. and any Subcontractor or impose any obligation or liability upon Silvicon Services Inc. to any Subcontractor.
- 1.07 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.
- 1.08 The Contractor shall ensure that all its Subcontractors performing work under this Agreement carry insurance in the form and limits as specified in the insurance schedule, and upon request must provide us with proof of such compliance.

ARTICLE 2: Inspection by the Contractor

- 2.01 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 Silvicon Services Inc.
- 2.02 The Contractor shall inspect the work performed and/or each Payment Area or part thereof for the purposes of determining the quality of work.
- 2.03 The Contractor shall inspect the work in the following manner: As per Article 4 of the Schedule A and Article 6 of the Schedule C.
- 2.04 The Contractor shall provide Silvicon Services Inc. with a written statement of the work quality achieved, supported by inspection data and a map of the work area and/or Payment Area (or portions thereof). Silvicon Services Inc. may examine such portion or portions of the work performed and/or Payment Areas as it considers appropriate to verify the quality of the work.

- 2.05 If Silvicon Services Inc. determines the inspection carried out by the Contractor does not correctly indicate the quality of the work, Silvicon Services Inc. may require the Contractor to carry out additional inspection(s).

ARTICLE 3: Approved Subcontractors

- 3.01 The Contractor acknowledges and agrees that only the following are approved by Silvicon Services Inc. to be Subcontractors:

Enter legal name(s) of approved subcontractor(s); if appropriate, also indicate corresponding phase/portion of work for which Silvicon Services Inc. has given approval.

- 3.02 There shall be no substitution for the Subcontractor(s) listed above without the prior consent of Silvicon Services Inc.