Natural Resource Ministries

SCHEDULE "I"— Subcontracting Schedule

File: 10005-40/PL28TFH006

Attachment to the Agreement with Contractor Name for Planting – East Kootenay.

SPECIMEN

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 The Province 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 the Province and any Subcontractor or impose any obligation or liability upon the Province 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 the Province.

2.02 The Contractor shall inspect the work performed and/or each area of payment 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 the contract and schedules.

2.04 The Contractor shall provide the Province with a written statement of the work quality achieved, supported by inspection data and a map of the work area and/or area of payment (or portions thereof).

The Province may examine such portion or portions of the work performed and/or area of payment as it considers appropriate to verify the quality of the work.

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

ARTICLE 3 APPROVED SUBCONTRACTORS

3.01 Before commencement of any work, and by the date requested, the Contractor must provide a list of subcontractors and the phase or portion of work to be performed by each of them to the Province for approval.

3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.

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