Natural Resource Ministries

Appendix IV - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-40/EN22TFH003	THIS AGREEMENT DATED FOR REFERENCE THE 31st DAY OF MARCH, 2021.
FOR: WARDNER SOUTH FSR ROAD CONSTRUCTION PROJECT The "**Activity / Treatment**" and the "**Work Location**"	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT

BC Timber Sales, Kootenay Business Area
1907 Ridgewood Road, Nelson, British Columbia V1L 6K1

Phone Number: (250) 421-9555..... FAX Number: (250) 825-3411
E-mail Address: Mark.Serediuk@gov.bc.ca

(the "Province")

AND:

Bad Ventures Ltd.
1917 Theatre Road, Cranbrook, British Columbia V1C 7G3

Phone Number: (250) 919-1140..... FAX Number: (778) 517-4645
Business E-mail Address: alex@badventures.ca

Coordinator: Chase Thielen
Business Number: 898367818BC0002
WorkSafe BC Number: 200372774

(the "Prime Contractor")

referred herein to as "the Parties".

WHEREAS:

A. The Province and the Prime Contractor have agreed that a Multiple Employer Workplace is anticipated and expected at the Work Location and have duly executed this Agreement.

B. The Province and the Prime Contractor have agreed that the *Workers Compensation Act (WC Act)* and its regulations allow the Province to establish Prime Contractor responsibilities.

C. The Prime Contractor agrees to be the prime contractor at the Multiple Employer Workplace for the Work or Services being performed.

D. The Prime Contractor has the required knowledge and control of the Multiple Employer Workplace to execute the responsibilities of a prime contractor as described in the *WC Act* and its regulations.

E. The Province 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 independent firms described in Article 2 that create a multiple employer workplace;

(b) "**Affected Persons**" includes the Prime Contractor and Affected Parties and their visitors to the workplace, employees, officers, directors, agents, or subcontractors entering the Multiple Employer Workplace;

(c) "**Agreement**" means this Prime Contractor Agreement between the Parties;

(d) "**Amending Document**" means an FS600 Contract Amendment form or another standard form of similar nature specified by the Province;

(e) "**Contract Documents**" means those documents described in section 3.01.

(f) "**Multiple Employer Workplace**" means a workplace where workers of two or more employers are working at the same time where the work being carried out "overlaps".

(g) "**Principal Contractor**" means a party who holds a contract for service or works with the Province and does not include any tenures or authorizations under the *Forest Act*.

(h) "**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 March 31, 2021, identified as Agreement Number EN22TFH003 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 April 1, 2021 to August 31, 2021 inclusive.

4.02 Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

5.01 The Prime Contractor shall:

(a) familiarize itself with the Multiple Employer Workplace;

(b) immediately notify the Ministry Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple Employer Workplace;

(c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;

(d) when requested, provide the following to the Ministry Representative:

i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;

ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

Coordination and Compliance

5.02 The Prime Contractor shall ensure that its systems or processes eliminates or minimizes risk of injuries and will adequately monitor and coordinate Affected Parties' activities to ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulation,* which includes, but is not limited to:

(a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;

(b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;

(c) conducting safety meetings with all Affected Parties and recording minutes of meetings;

(d) ensure all parties conduct ongoing Workplace inspections;

(e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;

(f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;

(g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;

(h) establishing, maintaining and communicating emergency response and evacuation procedures;

(i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;

(j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;

(k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;

(l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;

(m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;

(n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.

5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.

5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

The Work Location is a Multi Employer Workplace and as such the Parties hereto duly execute this Agreement.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	**SIGNED AND DELIVERED** by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
George Edney	
(Authorized Ministry Contract Officer/Expense Authority) for. Carolyn Krawchuk	(Prime Contractor or Authorized Signatory) Bad Ventures Ltd.
Dated this 7th day of April, 2021	Dated this 1 day of April, 2021