

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Friday, November 5, 2010 2:13 PM
To: Gill, Dave FOR:EX
Subject: Re: check cruises for BCTS Vernon

Hi David,
Thank you for this invitation.

I may be available to conduct check cruises for you starting as early as this coming Friday, November 12. Then, I will be available after that for most of the days during the weeks of November 15-19 and November 22-26.

John Armstrong, RFT, ATE
Infinite Forestry Solutions Ltd.
1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1
Phone: (250) 372-0604
Cell **S22**
john@cruisemate.ca

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From: Gill, Dave FOR:EX
Sent: Friday, November 05, 2010 1:36 PM
To: Armstrong, John FOR:IN
Subject: check cruises for BCTS Vernon

Hi John,

One of our Area Foresters (Simon Craig) gave me your name as someone who may be interested in conducting some check cruises for our Business Area. We have several blocks we'd like to have checked this fall in an area just east and south of Vernon and are wondering if you'd be interested in doing the work. We are looking for someone recognized for their expertise and who is not presently associated with our existing cruising consultants.

If you are (or will be) available to do this work.....4 or 5 field days I estimate, please let me know as soon as you can.

Thanks John

David M. Gill, RPF
Planning Officer

BC Timber Sales Okanagan-Columbia Business Area
2501 - 14th Ave., Vernon, BC V1T 8Z1
(Ph): 250-558-1717 (Fax) 250:549-5485
(Cell): 250-309-3503
(email): Dave.Gill@gov.bc.ca

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believed to be clean.

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Tuesday, November 9, 2010 5:20 PM
To: Gill, Dave FOR:EX
Subject: Re: A86896

Hi Dave.... I have this Friday available. I was hoping to get one check-cruise done before the snow becomes an issue. Are all of these cruises accessible by truck if the snow gets deep?

I am in tomorrow.....hopefully, we can talk on the phone.

Have a nice evening,

John

From: Gill, Dave FOR:EX
Sent: Tuesday, November 09, 2010 9:47 AM
To: Armstrong, John FOR:IN
Subject: RE: A86896

Hi John,

We're thinking about having you spend a day per Sale....not sure if that will give us 10%.....but we'll need the 10% as a minimum even if it takes more time.

Simon Craig will be sending you some more information later this week. One of our contractors does not use CruiseMate so there's a bit more work to collect the data.

Could you send me your all-found day rate to do the checking? Field Day rate and an Office rate

I'll start the process of getting a contract in place. Are you still available next week?

Thanks

David M. Gill, RPF

Planning Officer

BC Timber Sales Okanagan-Columbia Business Area

2501 - 14th Ave., Vernon, BC V1T 8Z1

(Ph): 250-558-1717 (Fax) 250:549-5485

(Cell): 250-309-3503

(email): Dave.Gill@gov.bc.ca

From: John Armstrong [mailto:john@cruisemate.ca]
Sent: Monday, November 8, 2010 7:47 PM
To: Gill, Dave FOR:EX
Subject: Re: A86896

Hi David.....what % of the plots do you want checked? The minimum is 5 plots or 10%.

Thanks,

John

From: Gill, Dave FOR:EX
Sent: Monday, November 08, 2010 1:09 PM
To: Armstrong, John FOR:IN
Subject: FW: A86896

Hi John.

This is one TSL (three blocks). Expect one more Sale coming in the next day or so.

Thanks

David M. Gill, RPF
Planning Officer
BC Timber Sales Okanagan-Columbia Business Area
2501 - 14th Ave., Vernon, BC V1T 8Z1
(Ph): 250-558-1717 (Fax) 250:549-5485
(Cell): 250-309-3503
(email): Dave.Gill@gov.bc.ca

From: Johnston, Colin FOR:EX
Sent: Monday, November 8, 2010 12:05 PM
To: Gill, Dave FOR:EX
Subject: FW: A86896

This is our check cruise block

From: Coxon, Gary V FOR:EX
Sent: Monday, November 8, 2010 11:58 AM
To: Johnston, Colin FOR:EX
Subject: FW: A86896

Cruise data for A86896 up Joe Rich FSR.

Sincerely,

Gary Coxon

Gary Coxon
North Zone Operations Technician
Okanagan - Columbia Timber Sales Office
Vernon - Ph: 250-558-1734 Fax: 250-549-5485
<ftp://ftp.for.gov.bc.ca/TOC/external>

Respond when you are angry and you will create the best response you will ever regret.

From: Rob Drake [<mailto:rdrake@DrakeForestry.com>]
Sent: Wednesday, November 3, 2010 1:07 PM
To: Lambert, Dean FOR:EX; Coxon, Gary V FOR:EX
Subject: A86896

Backup data

Rob Drake, RFT
Drake Forestry Services Ltd.
250-769-0504
250-769-4316(fax)

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Ministry of Forests,
Mines and Lands

Operational Services Contract

CONTRACT FILE NO:
SD11TKJ021

THIS AGREEMENT DATED FOR REFERENCE THE
12th DAY OF NOVEMBER, 2010.

PROJECT DESCRIPTION: CHECK CRUISES – TOC - OKANAGAN

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the Ministry of Forests, Mines, and Lands

BC Timber Sales
Okanagan-Columbia Business Area
Physical & M2501-14th Ave.
Vernon, BC
V1T 8Z1

Phone Number: (250) 558-1717 FAX Number: (250) F549-5485
Ministry Representative: Dave Gill
E-mail Address: Dave.Gill@gov.bc.ca

(the "Province")

AND:

Infinite Forestry Solutions Ltd.
1974 Sapphire Court,
Kamloops, BC
V2E 2P1

Phone Number: (250) 372-0604 FAX Number:
E-mail Address: john@cruisemate.ca
Contractor Representative: John Armstrong
Corporate Business Number:
WorkSafe BC and/or Personal Optional Protection Number:

(the "Contractor")

referred herein to as "the Parties".

WHEREAS:

- A. The Province requires the Work described in this Agreement to be carried out for its benefit.
- B. The Contractor is prepared to do the Work.
- C. The Province and the Contractor have agreed that the Work shall be carried out in accordance with Contract Documents.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this document, the following words have the following meanings:

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Document"** means an FS600 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) **"Assessment"** means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) **"Changed Condition"** means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) **"Contract Documents"** means those documents described in Section 2.01 and the Work Progress Plan;
- (f) **"Contract Price"** means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) **"Contractor Representative"** means a person designated pursuant to Section 5.05;
- (h) **"Environmental Damage"** means:
 - i. slumping or sliding of land;
 - ii. inordinate soil disturbance; or
 - iii. other damage to the environment which the Province considers significant.
- (i) **"Equitable Adjustment"** means a fair and reasonable adjustment negotiated by the Parties to;
 - i. the Contract Price; or
 - ii. the time within which the Work is to be performed;
- (j) **"Fiscal Year"** means the period from April 1 to the next March 31 inclusive;
- (k) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) **"Material"** means the Produced Material and the Received Material;
- (m) **"Ministry Representative"** means a person appointed pursuant to Section 5.01;
- (n) **"Occupied Area"** means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) **"Payment Area"** means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) **"Performance Security"** means the security provided by the Contractor in accordance with Article 4;
- (q) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) **"Subcontractor"** means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
- (t) **"Shortfall"** means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
- (u) **"Term"** means the period of time this Agreement is in force pursuant to Article 3;

- (v) **"Work"** means all labour, supervision, administration, materials, transportation, supplies, tools, equipment and such other services and materials necessary or desirable to perform the services described in the Contract Documents, and includes any services which are not expressly described, but which are nevertheless necessary for the proper execution of the work;
 - (w) **"Work Area"** means the area shown outlined on the attached maps;
 - (x) **"Work Day"** means every day of the week except Saturday, Sunday and statutory holidays; and
 - (y) **"Work Progress Plan"** means the plan developed on a form approved by the Province and submitted to the Ministry Representative for approval which outlines the scope, timing, location and any other requirements of the Work.
- 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.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.
- 1.04 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

Contract Documents

- 2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title	<u>FS Number</u>
Schedule "A"	Services	FS-1A
Schedule "B"	Payment	FS-1B
Schedule "C"	Environmental Management System	FS11
Schedule "D"	Insurance	FS1-d
Schedule "E"	SAFE Certification Requirements	FS1315
Schedule "F"	Safety Conditions	FS1313
Project Map(s)		

Amending Documents

- 2.02 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the Parties.

Interpretation

- 2.03 Any reference in the Contract Documents to a manual or a form means a manual or form published by or for the Province and includes every amendment of such manual or form and any manual or form published from time to time in substitution for them or replacement of such manual or form.
- 2.04 In the event of a conflict between the Contract Documents, the terms of this Document supersede all other Documents. In the event of a conflict between alike Contract Documents of different dates, the Document of later date prevails.

ARTICLE 3 TERM OF CONTRACT AND COMMENCEMENT OF WORK

- 3.01 The Term of this Agreement is from November 12, 2010, to March 31, 2011 inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.
- 3.03 The Contractor shall commence Work within 5 calendar days from the date specified in the Notice to Commence Work and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

- 3.04 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 4 CONTRACT PERFORMANCE SECURITIES

- 4.01 Upon request of the Province, the Contractor shall furnish Performance Security in the amount specified by and in a form and manner acceptable to the Province as security for the faithful performance by the Contractor of all Work.
- 4.02 The Province may retain any Performance Security until all Work has been completed in accordance with this Agreement. The Performance Security is subject to forfeiture, at the discretion of the Province, if the Contractor fails to perform or to comply with this Agreement.
- 4.03 If the Contractor fails to perform or comply with this Agreement, the Province may, in addition to terminating the Agreement and claiming the Performance Security, pursue any other remedies available to it under this Agreement or the laws of the Province of British Columbia.

ARTICLE 5 PARTY REPRESENTATIVES

Ministry Representative

- 5.01 The Province shall appoint a Ministry Representative who shall have full authority to act on behalf of the Province in connection with this Agreement.
- 5.02 Upon commencement of this Agreement, the Province shall notify the Contractor of the name of the Ministry Representative.
- 5.03 The Province may substitute a Ministry Representative at any time, and shall immediately notify the Contractor of the change.
- 5.04 The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being performed in accordance with the Contract Documents.

Contractor Representative

- 5.05 The Contractor shall appoint a Contractor Representative fluent in English, who shall:
- (a) have full authority to act on behalf of the Contractor in connection with the Work and the Agreement; and
 - (b) be available to the Ministry Representative, when requested, and be present at all times at any site where the Work is carried out.
- 5.06 Upon entering into this Agreement, the Contractor shall notify the Province of the name, address and telephone number of the Contractor Representative appointed pursuant to Section 5.05.
- 5.07 The Contractor shall not substitute a Contractor Representative without the written consent of the Ministry Representative.
- 5.08 If, in the reasonable opinion of the Ministry Representative, the Contractor Representative is not suitably experienced or is unable to properly supervise the Work or communicate with the Ministry Representative, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that representative and immediately notify the Province of that change.
- 5.09 All Work carried out by the Contractor or the Subcontractor must be under the direct and continuous supervision of the Contractor or the Contractor Representative.

ARTICLE 6 STANDARDS OF PERFORMANCE AND WORK PROGRESS

Work Progress Plan

- 6.01 The Contractor Representative shall meet with the Ministry Representative before the commencement of Work to review the Contract Documents and work performance requirements.

6.02 The Work Progress Plan may divide the scheduled Work into Payment Areas. Where no Payment Areas are approved the entire Work Area shall be considered to be one Payment Area.

6.03 The Work shall proceed in accordance with the Work Progress Plan.

Standards of Performance

6.04 The Contractor acknowledges it has satisfied itself to:

- (a) the nature and magnitude of the Work; and
- (b) the general character, quality and quantity of the equipment and materials required to execute and complete the Work.

Any failure by the Contractor to discover matters which affect or could affect the Work does not relieve the Contractor from its obligations under this Agreement or otherwise affect the Contract Price.

6.05 The Contractor shall at all times exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Work.

Continuity and Suspension of Work

6.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.

6.07 If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.

6.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.

6.09 If the Province, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.

6.10 A suspension pursuant to Section 6.07 to be effective must be in writing and delivered to the Contractor by a method provided for in Section 15.06.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

Indemnity

7.01 You must indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

7.02 Neither the Ministry of Forests, Mines and Lands nor the Ministry Representative in charge, their agents, authorized representatives, or employees are personally liable for any act performed in the discharge of any duty imposed or in the exercise of any power or authority conferred upon them by, or within the scope of, the Agreement if it can be demonstrated that all reasonable care was exercised in the conduct of the operations; in all such matters these persons act solely as agents and representatives of the Province.

- 7.03 Neither the Province nor any of its employees, authorized representatives, or agents are liable to the Contractor or the Contractor's employees or agents for any injury, loss, or damage however occasioned to any of them or their equipment or livestock while being transported or conveyed in any vessel, boat, aircraft owned or operated by the Province, and the Contractor shall not undertake claims against the Province, its employees, authorized representatives, or agents to recover any such injury, loss or damage either on its own behalf or on behalf of its employees or agents. The Contractor shall indemnify and save harmless the Province, its employees, authorized representatives, or agents from any such claims initiated by the Contractor's employees, subcontractors, servants, or agents.

Insurance

- 7.04 During the Term, the Contractor shall pay and maintain insurance coverage as specified in writing by the Province from time to time.

ARTICLE 8 PROTECTION OF WORK AND PROPERTY

General

- 8.01 The Contractor shall protect the Province's property from damage and is responsible for damage which may arise as the result of the Contractor's operations under the Agreement, except damage which occurs as a result of the acts or omissions of the Province or its other contractors, agents and employees.

Protection of the Environment

- 8.02 If the Contractor encounters circumstances such as weather conditions or site factors where the Contractor knows or should reasonably know that proceeding with the Work may, directly or indirectly, cause Environmental Damage, the Contractor shall:
- (a) immediately suspend such Work;
 - (b) immediately advise the Province of the suspension and circumstances;
 - (c) not proceed with such Work until the Province so instructs; and
 - (d) upon the Province's instruction to proceed with such Work, do so in accordance with the Province's instructions.
- 8.03 The Contractor shall not be deemed to be in breach of this Agreement for suspending Work pursuant to Section 8.02.

Fire Protection

- 8.04 The Contractor shall:
- (a) take every precaution to prevent unintentional fire from occurring on or about the Work Area,
 - (b) ensure that no person burns any debris on or about the Work Area unless authorized under a Burning Reference Number issued by the Ministry of Forests, Mines and Lands, and
 - (c) ensure that, with respect to smoking,
 - (i) no person smokes except in areas that are free of or fully cleared of all flammable material,
 - (ii) no burning material falls outside cleared areas, and
 - (iii) all burning material is completely extinguished before leaving cleared areas.

ARTICLE 9 COMPLIANCE WITH THE LAW

- 9.01 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of British Columbia.
- 9.02 The Contractor shall comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 9.03 Without limiting Section 9.02, the Contractor:

- (a) may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- (b) shall be solely responsible for safety at the Work Area;
- (c) shall, at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;
- (d) If the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, then the Contractor shall ensure that it and its Subcontractors apply for and obtain Personal Optional Protection under the *Workers Compensation Act*;
- (e) shall be responsible for and pay for all fines, assessments, penalties, and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work;
- (f) upon request, provide the Province with evidence of compliance with Section 9.03 (c) and (d);
- (g) shall promptly pay all persons employed or engaged in the execution of the Work; and
- (h) shall obtain all licences and permits required by law to carry out the Work, unless obtained by the Province and provided to the Contractor before commencement of the Work, and provide the Province with proof of having obtained those licences or permits.

9.04 Nothing in this Agreement shall relieve the Contractor from its responsibility to comply with all applicable provisions of the *Forest & Range Practices Act* and its regulations.

ARTICLE 10 CHANGED CONDITION

10.01 If a Changed Condition occurs during the course of the Work, the following applies:

- (a) The Parties shall immediately advise each other of particulars of the Changed Condition and the Contractor Representative and the Ministry Representative shall meet to attempt to deal with the condition.
- (b) If the Changed Condition is so substantial that amending the Agreement to deal with the change would change the essential nature of the Work, then either Party may elect not to proceed with the Work any further and the contract shall be brought to an end. If either Party so elects, the Contractor shall be entitled to receive payment for any Work which the Contractor has satisfactorily completed, and shall be entitled to no further payment.

ARTICLE 11 INSPECTION AND ACCEPTANCE

Request for Inspection and Acceptance

11.01 The Contractor shall, upon completing all Work within a Payment Area, promptly request that the Province inspect and determine the acceptability of the Work. The request must be in writing, may take the form of an invoice, and, must be delivered to the Province by a method provided for in Section 15.06.

Inspection by the Province

- 11.02 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly inspect and determine the acceptability of the Work performed in the Payment Area. Work shall be inspected in accordance with the Contract Documents. The Province is not obliged to make any determination of acceptability before receiving the written request.
- 11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.
- 11.04 The Province shall provide the Contractor with a copy of inspection results.
- 11.05 The Province reserves the right to inspect, at all times during the Term and without notice to the Contractor, any Work performed.

- 11.06 The Contractor shall pay the Province, on demand, all direct and indirect additional inspection costs incurred because Payment Areas were not fully completed by the time specified in the Contractor's request for inspection and acceptance.
- 11.07 Inspections are conducted by the Province in order to determine compliance with the provisions of this Agreement and to provide the basis for calculating the payment due. These inspections are conducted for the sole benefit of the Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.

Re-Inspection

- 11.08 If the results of an inspection are unacceptable to the Contractor, it may, if it does so within three (3) Work Days of receiving the inspection results, request the Province re-inspect the Work.
- 11.09 If the Contractor requests a re-inspection of the Work, the Province shall perform the re-inspection at a time mutually agreed to by the Parties, but in any event no later than ten (10) Work Days after receiving the request.
- 11.10 The results of the re-inspection shall be used to determine payment and shall be final and binding.
- 11.11 The Contractor shall pay the Province's costs of the re-inspection only if the difference in Work quality between the original inspection and the re-inspection is less than ten percent (10%) of the original inspection results.
- 11.12 If the Province bears the costs of the re-inspection, it shall also pay the Contractor, if they are present for the entire re-inspection, the sum of two hundred and fifty dollars (\$250.00) for time spent re-inspecting.

ARTICLE 12 MEASUREMENT AND PAYMENT

Payment

- 12.01 If the Contractor complies with this Agreement, the Province shall pay the Contractor for all Work at the rates (exclusive of HST) and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.
- 12.02 The Province will pay any applicable Harmonized Sales Tax (HST) on the fees payable. Invoices must show the calculation of any applicable HST on fees to be paid as a separate line item.
- 12.03 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 12.04 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Payment Initiation

- 12.05 The Province shall upon acceptance of the Work within a Payment Area, promptly initiate a payment.

Holdback

- 12.06 The Province will not hold back funds payable to the contractor for the term of this contract.

Payment for Part Performance

- 12.07 If this Agreement expires or is terminated before completion of the Work, the Province shall only pay for that portion of the Work completed to the satisfaction of the Province before the said expiration or termination.

Method of Measurement

- 12.08 All linear and area measurements under this Agreement are measured on the horizontal plane, unless specified otherwise in an attached Schedule.

Remeasurements

- 12.09 If the calculation of a payment depends upon the area completed, and if the Contractor believes the area used in calculating that payment is incorrect, the Contractor may request the Province remeasure the Payment Area. The request shall be delivered in writing to the Province, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.
- 12.10 If the Province's remeasurement indicates that the originally specified area was correct within five percent (5%), the original measurement will be used and the Contractor will pay for the cost of the remeasurement. If the difference between measurements exceeds five percent (5%), payment will be based on the second measurement without charge for the remeasurement.

Appropriation

- 12.11 Despite any other provision of this Agreement, the Province's obligation to pay the Contractor, pursuant to this Agreement, is subject to:
- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any Fiscal Year or part thereof, to make payment pursuant to this Agreement when it is due; and
 - (b) Treasury Board not having controlled or limited expenditure of any funds.

ARTICLE 13 NON-COMPLIANCE AND TERMINATION

Termination by the Province

- 13.01 The Province may, at its sole discretion, terminate this Agreement at any time, and no claim may be made by the Contractor for any losses occasioned by that termination if the termination:
- (a) occurs before the Province notifies the Contractor to commence Work;
 - (b) is caused by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in labour disputes, or any other unforeseeable causes over which the Province has no direct control; or
 - (c) is caused by an Event of Default.

Mutual Termination

- 13.02 This Agreement may be terminated at any time by the mutual consent of the Parties.

Contract Performance Security

- 13.03 If the Province terminates this Agreement, the Contract Performance Security will only be returned to the Contractor if the termination is occasioned by an Act of God, unsuitable weather, natural disaster, withdrawal of labour in labour disputes, or any other unforeseeable cause clearly beyond the control of the Contractor.

Non-Compliance with Agreement Provisions

- 13.04 An "Event of Default" means any of the following:
- (a) failure to perform any of the Contractor's obligations under this Agreement, or
 - (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
 - (c) an Insolvency Event, which means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

(vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.

13.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:

- (a) require that the Event of Default be remedied within a time period specified in the notice;
- (b) require the Contractor to re-work the area to the Province's satisfaction within a time period specified in the notice;
- (c) impose other requirements on the Contractor to deal with the alleged failure of compliance within a time period specified in the notice;
- (d) pursue any remedy or take any other action available to us at law or in equity; or
- (e) impose an Assessment if such an Assessment is provided for in the Contract Documents;
- (f) require the Contractor to do no further Work until the alleged failure of compliance is dealt with according to the Province's requirements; and
- (g) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.05(a).

These remedies shall be in addition to and not instead of any other remedy which the Province may have with respect to the Contractor's breach of this Agreement.

13.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.

13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

13.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.

13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.

13.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.

13.11 If the Contractor does not agree with the Province that there has been a failure to comply, the Contractor shall comply with any and all of the requirements imposed by the Province, but the Contractor shall have the right to seek compensation from the Province under Article 14, if there in fact was no failure to comply.

ARTICLE 14 DISPUTE RESOLUTION

14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.

14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:

- (a) a detailed description of the nature of the complaint;
- (b) a list of the relevant provisions of the Contract Documents; and

- (c) an evaluation by the Contractor of the matters in dispute.
- 14.03 The Province shall, within twenty (20) Work Days of receipt by the Ministry Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
 - (b) that the Province rejects the position of the Contractor.
- 14.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the Agreement.
- 14.05 If the Province rejects the position of the Contractor, the Parties shall proceed to mediation with a mutually agreed upon third party. If the dispute is not resolved within fifteen (15) Work Days of appointment of the mediator, then the Parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*.
- 14.06 If the matter in dispute is not resolved promptly pursuant to Section 14.01, the Ministry Representative may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 14.07 If the Contractor receives instructions pursuant to Section 14.06, the Contractor shall act immediately to carry out the Work pursuant to the instructions, but any Work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 14.08 Nothing in this Article precludes either Party from having a dispute resolved by a court of competent jurisdiction, although no steps shall be taken by either Party to initiate legal proceedings until after the process described in Sections 14.01 through 14.03 has been completed.

ARTICLE 15 MISCELLANEOUS

Confidentiality

- 15.01 The Contractor will treat as confidential and will not, without the prior written consent of the Province, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, all information supplied to, accessed or obtained by, or which comes to the knowledge of the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable the Contractor to fulfill its obligations or to comply with applicable laws or if it is information that is generally known to the public other than as a result of a breach of this Agreement.

Contractor Status

- 15.02 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
 - (b) agent except as may be expressly provided for in this Agreement.

You must not act or purport to act contrary to this section.

- 15.03 The Contractor shall accept instructions from the Province, but the Contractor is not subject to the control of the Province in respect of the manner in which instructions are carried out.
- 15.04 The Contractor shall not purport to commit the Province to the payment of any money to any person.
- 15.05 The Contractor shall ensure all personnel hired by the Contractor to perform the Work are at all times employees of the Contractor and not of the Province. The Contractor is solely responsible for arranging reliefs and substitutions, pay, supervision, discipline, employment insurance, leave and all other matters arising out of the relationship of employer and employee.

Notices

- 15.06 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or

email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):

- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery;
- (b) if prepaid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing;
- (c) if delivered by courier service, on the fifth business day after collection by the courier service;
- (d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Work Day, in which case it will be deemed to be received on the next following Work Day.

Non-Waiver

- 15.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.

Contractor-Furnished Facilities

- 15.08 Except where specified otherwise in the Contract Documents, the Contractor shall undertake all Work and furnish at its cost all labour, equipment, supervision, transportation, supplies and incidentals necessary to perform the Work.

Unsuitable Workers

- 15.09 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.
- 15.10 The Contractor shall, upon request of the Ministry Representative, remove any person it employs for purposes of the Agreement who, in the reasonable opinion of the Province, is incompetent or has conducted himself or herself improperly, and the Contractor shall not permit a person who has been so removed to perform any further Work.

Survival of Terms

- 15.11 All terms of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, survive the expiry or sooner termination of this Agreement.

Material and Intellectual Property

- 15.12 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.
- 15.13 The Province exclusively owns all property rights in the Material that are not intellectual property rights. Any equipment property the Province may provide to the Contractor or a Subcontractor is the Province's exclusive property. The Contractor must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to the Contractor, excepting always loss or damage attributable to reasonable wear or tear.
- 15.14 The Province exclusively owns all intellectual property rights, including copyright in:
- (a) Received Material the Contractor receives from the Province, and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waives in the Province's favour any moral rights that the Contractor (or its employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material,

- 15.15 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant us:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

Conflict of Interest

- 15.16 The Contractor shall not perform any service to any other person, firm or corporation in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligation under this Agreement.

Site Clean Up

- 15.17 The Contractor shall maintain the Occupied Areas free from any accumulations of waste products or debris, other than that caused by the Province or other contractors.
- 15.18 Upon the Contractor vacating any Occupied Area, the Ministry Representative shall inspect the area to determine, at his or her sole discretion, whether or not the area was left in an acceptable condition.
- 15.19 If the Ministry Representative determines the Contractor left the Occupied Area in an unacceptable condition, the Province may repair the area and charge the entire cost of the repairs to the Contractor.

Camping and Parking

- 15.20 Use of Provincial sites by the Contractor or the Contractor's employees or agents for the purposes of lodgings, camping or trailer parking in connection with Work under this Agreement, is permitted:
- (a) on recreational sites only with prior written approval of a representative of the Ministry of Natural Resource Operations;
 - (b) on other Provincial Crown forest land, including roads and landings only with prior written approval of a representative of the Ministry of Ministry of Forests, Mines and Lands.

Such use, if approved, shall be without charge to the Contractor. The approval may be revised or revoked at any time by the Province.

Powers Cumulative

- 15.21 The powers set out in the Contract Documents for the Province to enforce the Contractor's compliance with this Agreement may be exercised separately, concurrently or cumulatively.


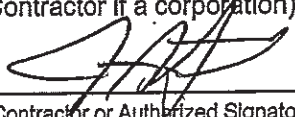
Agreement Execution

- 15.22 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in Section 15.06 or any other method agreed to by the parties.

Non-transferable

- 15.23 The Contractor shall not assign this Agreement, or subcontract any obligations under this Agreement, without the prior written consent of the Province.

The Parties hereto have duly executed 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 Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Authorized Ministry /Expense Authority) Colin Johnston	(Contractor or Authorized Signatory) John Armstrong
Dated this <u>18</u> day of <u>November</u> , 20 <u>10</u>	Dated this <u>18</u> day of <u>Nov</u> , 20 <u>10</u>

OPERATIONAL SERVICES CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
Article 1	DEFINITIONS2
Article 2	CONTRACT DOCUMENTS AND modifications3
	Contract Documents3
	Amending Documents.....3
	Interpretation3
Article 3	TERM OF CONTRACT AND COMMENCEMENT OF WORK3
Article 4	CONTRACT PERFORMANCE SECURITIES4
Article 5	PARTY REPRESENTATIVES4
	Ministry Representative.....4
	Contractor Representative4
Article 6	STANDARDS OF PERFORMANCE AND WORK PROGRESS4
	Work Progress Plan4
	Standards of Performance5
	Continuity and Suspension of Work.....5
Article 7	INDEMNIFICATION AND INSURANCE5
	Indemnity.....5
	Insurance.....6
Article 8	PROTECTION OF WORK AND PROPERTY.....6
	General.....6
	Protection of the Environment.....6
	Fire Protection.....6
Article 9	COMPLIANCE WITH THE LAW6
Article 10	CHANGED CONDITION.....7
Article 11	INSPECTION AND ACCEPTANCE.....7
	Request for Inspection and Acceptance7
	Inspection by the Province7
	Re-Inspection8
Article 12	MEASUREMENT AND PAYMENT8
	Payment8
	Payment Initiation.....8
	Holdback8
	Payment for Part Performance.....8
	Method of Measurement8
	Remeasurements9
	Appropriation9
Article 13	NON-COMPLIANCE AND TERMINATION.....9
	Termination by the Province9
	Mutual Termination9
	Contract Performance Security.....9
	Non-Compliance with Agreement Provisions.....9
Article 14	DISPUTE RESOLUTION10
Article 15	MISCELLANEOUS.....11
	Confidentiality.....11
	Contractor Status11

Notices	11
Non-Waiver	12
Contractor-Furnished Facilities	12
Unsuitable Workers	12
Survival of Terms	12
Material and Intellectual Property	12
Conflict of Interest	13
Site Clean Up	13
Camping and Parking	13
Powers Cumulative	13
Agreement Execution	13
Non-transferable	13



Ministry of Forests,
Mines and Lands

Schedule A - Services

File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC - Okanagan.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- Check Cruise selected TSL's (A86905 and A86896) as discussed with the Contract Representative to the standards specified in the current *British Columbia Ministry of Forests Cruising Manual and Cruise Compilation Manual*.
- Selection of the plots to be checked will be determined at prior to conducting the field work

2. KEY PERSONNEL

The Services shall be performed by the following "Key Personnel":

- John Armstrong

and there shall be no substitution for the person(s) listed above without the prior consent of the Province.

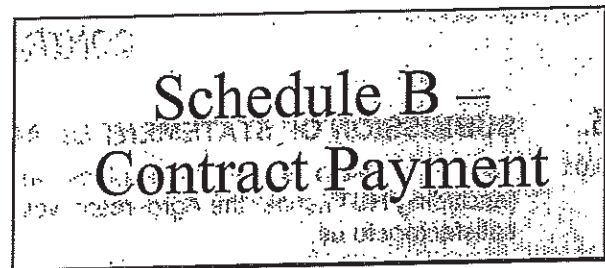
3. SUBCONTRACTORS

Only the following are approved by the Province to be Subcontractors under this Agreement:

- No subcontractors are approved for this contract



Ministry of Forests,
Mines and Lands



File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC - Okanagan.

1. FEES

1.01 Your fees (**exclusive of HST**) will be based on the following rate schedule:

S17, S21 per hour for John Armstrong
per hour for an Assistant

1.02 In no event will fees payable to you in accordance with this Schedule exceed in total \$6,000.00.

1.03 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.

1.04 Notwithstanding Clause 1.02, the contract is not to exceed the maximum quantity stated in Clause 1.01 without the **prior written** approval of the Ministry Representative.

2. EXPENSES

2.01 We will pay you the following expenses (**exclusive of HST**) provided they are payable in accordance with our policies and attached "Travel Expenses Payable to Service Contractors", forming an integral part of this Agreement:

- (i) travel, accommodation and meal expenses for travel greater than 32 kilometres away from Kamloops, B.C. on the same basis we pay our Group 1 employees when they are on travel status;

2.02 In no event will expenses payable to you, in accordance with this Schedule, exceed, in total: \$1,000.00.

3. TOTAL PAYABLE

3.01 In no event will the Total Payable for fees (**exclusive of HST**) and, where applicable, expenses (**exclusive of HST**) in accordance with this Schedule exceed in total \$7,000.00.

4. HOLDBACK FROM PAYMENT

4.01 As per the Agreement, the Province does not intend to retain a holdback from contract payments but the Province does retain the right to withhold from any payments due to you under this Agreement an amount sufficient to indemnify us against any third party claims.

SCHEDULE B

CONTRACT PAYMENT

5. SUBMISSION OF STATEMENT OF ACCOUNT

- 5.01 In order to obtain payment for any fees (and any applicable HST) and, where applicable, expenses (excluding HST) under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
 - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, including a declaration that the Services have been completed;
 - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached; and
 - (d) the calculation of any applicable HST tax payable by the Province in relation to the Services provided under this Agreement and for the Billing Period as a separate line item;
 - (e) your HST registration number, and
 - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty-one days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
TOC.Invoices@gov.bc.ca



Ministry of
Forests, Mines and
Lands

Schedule "C" BC Timber Sales – Environmental Management System

CONTRACT ADMIN. NO:
SD11TKJ021

ATTACHMENT TO CONTRACT DATED THE
12TH DAY OF NOVEMBER, 2010.

File: 10005-40

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC - Okanagan.

PART A – Contract Clauses

1. The Contractor must ensure that all of the persons, including the Contractor, Contractor's Supervisor(s), employees, and sub contractors, who are working at the Place of Work for the benefit of the Contractor, ("the Contractor's Agents"), conform to the requirements of the Environmental Management System and this schedule.
2. The Contractor must, before commencing operations on any of the contract's field work sites ("the Place of Work"), notify the Ministry Representative of the name of the person(s) who will be responsible for supervising operations on those sites and who will be present on site at all times ("the Supervisor") and the name of an alternate(s) should the Supervisor not be on site, and must notify the Ministry Representative of any change to the Supervisor or alternate within 5 calendar days of making the change.
3. The Contractor must ensure that the Contractor and the Contractor's Agents achieve and maintain the Environmental Management System (EMS) training, including required regulatory training, as specified in the "BC Timber Sales, Environmental Management System Manual" as amended from time to time. This publication is available on the Ministry of Forests' BC Timber Sales (BCTS) website at http://www.for.gov.bc.ca/bcts/areas/TOC/TOC_ems.htm.
4. If the Ministry Representative notifies the Contractor that the Contractor and the Contractor's Agents must have educational requirements consistent with revised EMS training content within a time specified in the notice, the Contractor must ensure that beginning on that date the Contractor and the Contractor's Agents have the educational requirements consistent with the revised EMS training content.
5. The Contractor must maintain records of the nature and extent of the BCTS EMS training received by the Contractor and the Contractor's Agents, including trainee name and date of training, sufficient to allow the Province to determine whether the Contractor is meeting the requirements as set out in Part A, Sections 3 and 4.
6. The Contractor must ensure that those BCTS EMS Environmental Field Procedures (EFPs) and Environmental Operating Procedures (EOPs) checklist/report forms applicable to the phases of work as required by the EMS are made available at the Place of Work to be viewed and read. These procedures, checklists, and report forms are available on the Ministry of Forests and Range's BCTS website provided in Part A, Section 3 of this Schedule.
7. If the Ministry Representative notifies the Contractor that the EFPs, EOPs or checklist/report forms as required by the EMS and made available at the Place of Work must be amended within a time specified to conform to the current edition, including all amendments of the BCTS EMS, the Contractor must ensure that, beginning on that date, the EFPs, EOPs and checklist/report forms are amended. The Province will provide the contractor with the amended EFPs, EOPs and checklist/report forms at the time of notification.
8. The Contractor must ensure that operations are conducted at the Place of Work in accordance with the requirements of all applicable EFPs, EOPs and checklists/reports as required by the EMS.
9. The Contractor will conduct and document pre-work meetings and inspection reports as directed by BCTS staff at the pre-work meeting conducted prior to commencement of operations. The Contractor will maintain

records of the pre-work meetings and the results of all inspections and provide proof that operations are conforming or that corrective and preventative action is taking place. The requirement to conduct and document inspections does not preclude the requirement for the contractor to monitor the works to ensure that all requirements contained within the contract are being met.

10. The Contractor must make available upon request of the Ministry Representative the records as required by the EMS and Part A, Sections 5 and 9 and Part B, Section 7 and 8.
11. The Contractor may be audited by an Internal Auditor, as specified in the BCTS "BC Timber Sales, Environmental Management System Manual" available on the Ministry of Forests and Range's BCTS website provided in Part A, Section 3 of this Schedule, and/or by a third party registration auditor for the purpose of auditing conformance with the requirements of the BCTS EMS, and is committed to:
 - a) providing time and resources for such audits and,
 - b) improving practices in response to audit results indicating that practices require improvement.
12. The Contractor is required to conduct operations in compliance with all relevant Provincial and Federal environmental legislation and regulations.

PART B – Emergency Response Plan

1. The Contractor, including the Contractor's Agents, if providing an activity or service with associated risks related to hazardous material spills, fuel, oil and pesticides, forest fires, landslides or other major erosion events, must comply with the environmental "Emergency Response Plan", as amended from time to time and approved by the Director of Forestry. This publication is available on the Ministry of Forests and Range's BCTS website provided in Part A, Section 3 of this Schedule.
2. The Contractor must, before commencing operations at the Place of Work, prepare an environmental emergency response plan (ERP) consistent with the approved BCTS environmental ERP. This publication is available on the Ministry of Forests and Range's BCTS website provided in Part A, Section 3 of this Schedule. A copy of the plan is to be submitted to the Ministry Representative upon request.
3. The Contractor must ensure that the Contractor and the Contractor's Agents conduct operations at the Place of Work in accordance with the ERP.
4. The Contractor must make the ERP available at the Place of Work for viewing by the Contractor's Agents.
5. The Contractor must ensure that the Contractor and the Contractor's Agents conduct operations at the Place of Work in compliance with the Wildfire Act and the Wildfire Regulation.
6. The Contractor must provide and maintain spill kit(s) as required under the "Environmental Field Procedure - 06 Fuel Handling (EFP-06)" for every operation using herbicides or fuel at the Place of Work and must ensure that all of the Contractor's Agents have been trained in the use of the required spill kit.
7. The Contractor must test emergency preparedness in accordance with the ERP and maintain documentation of such tests, identifying the date of the test, start and end times, names of people involved, results, and any actions to be taken.
8. The Contractor must report and document any incident in accordance with environmental "Emergency Response Plan", identifying the time and date of the incident, location of the incident, description of the incident, impact(s), contributing factors, action taken and agencies the incident was reported to.

Schedule D – Insurance Requirements

File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC - Okanagan.

- Without restricting the generality of the Indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 9 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

All such Insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.

- | | | |
|----------------------------------|--------------------------------------------------|----------------------------------------------|
| a) Commercial General Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| b) Automobile Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| c) Professional Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| d) Aviation Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| e) Watercraft Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| f) Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| g) All-risk Property Insurance | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| h) Motor Truck Cargo Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| i) Employee Dishonesty Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |

- Insurance shall be placed with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the Province. If the Province requires additional insurance coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
- Notwithstanding Paragraph 4, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
- ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.
- The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the insurer to give thirty (30) days prior written notice to the Province.
- Failure to provide the required insurance documentation shall result in termination of this Agreement.
- If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
- The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 9.

SCHEDULE D - INSURANCE REQUIREMENTS

9. The following forms of insurance and specified minimum limits are required:

a) Commercial General Liability

Commercial General Liability insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;

and where such further risk exists:

- x) Forest Fire Fighting Expense Coverage in the amount of:

☐ \$1 million

\$500,000

☒ Not applicable

- xi) Sudden and Accidental Pollution endorsement on the Commercial General liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability Insurance policy, a Sudden and Accidental Pollution Insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Province as an additional insured as stated below:

☐ \$250,000

☐ \$500,000

☐ \$1 million

☒ Not applicable

The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Ministry of Forests, Mines and Lands and any of its employees, servants or agents".

b) Automobile Liability

Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2 million inclusive per occurrence.

c) Professional Errors and Omissions Liability

d) Aviation Liability

e) Watercraft Liability

f) Property Insurance

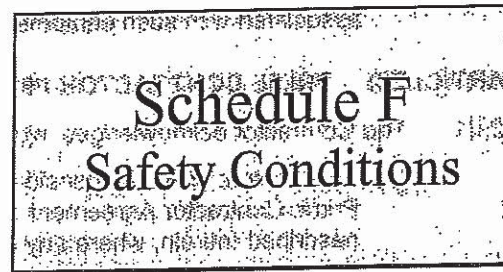
g) All-risk Property Insurance

h) Motor Truck Cargo Insurance

i) Employee Dishonesty Insurance



Ministry of
Forests, Mines
and Lands



File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC -
Okanagan.

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)*.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

- 1.01 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 Province will submit the notice of project. Where the Contractor submits the notice of project, a copy must be provided to the Province. Where the Province submits the notice of project, the Contractor must provide, upon our request, all the information necessary to support the notice of project and the Province will provide the Contractor with a copy of the notice of project.
- 1.02 The Contractor will commence and conduct all operations consistently with the notice of project.
- 1.03 The Contractor must immediately submit written notice to the Province 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 Province 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).
- 1.04 Where the Province brings safety concerns to the attention of the Contractor, it shall give full consideration to the issues raised and provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.05 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 Province 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.

ARTICLE 2 PRIME CONTRACTOR PROVISIONS

- 2.01 The Contractor acknowledges, agrees, and warrants that:
- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
 - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
 - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
 - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.
- 2.02 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 Province 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 Province 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 Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.
- 2.03 Where the Contractor is an Endorsed New Entrant by BC Forest Safety Council, the Province will not consider the Contractor to be qualified to function as a prime contractor and the Contractor will be unable to subcontract in any manner that will create a multiple employer workplace.
- 2.04 The Province 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.
- 2.05 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 Ministry Representative.



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Schedule E SAFE Certification Requirements

File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC - Okanagan.

1. Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:
 - (a) Certified in the BC Forest Safety Council SAFE Company Program; or
 - (b) Endorsed by BC Forest Safety Council as new entrants to the Industry, or
 - (c) Certified under another safety scheme recognized by BC Forest Safety Council,and that certification or endorsement is maintained in good standing while working or providing direction on the Place of Work or Work Area.
2. The Contractor may apply in writing to the Province for exemption of the requirement for certification in the SAFE Companies Program of its Subcontractors under the following situations:
 - (a) where the Work or Services is not normally performed by persons working in the forest industry;
 - (b) where, by requiring SAFE Company certification, the Contractor would put an undue hardship on its Subcontractors performing the work or might prevent required work from being done under the Contract.
3. The Province must provide exemption approval in writing. Where approval or conditional approval is given, the Contractor must ensure its Subcontractors comply with the terms and conditions of the approval.
4. The Contractor's and its Subcontractor's good standing in the SAFE Company Program or other recognized program will be a factor of consideration for contract extensions or renewals under an option-to-renew contract.
5. Should the Contractor or its Subcontractors no longer be in good standing in the SAFE Company Program or other recognized program at any time during the Term of the Agreement, the Contractor shall immediately advise the Province and shall submit to the Province, within five (5) days, evidence satisfactory to the Province that the Contractor or its Subcontractors are actively engaged with the BC Forest Safety Council or other applicable organization in obtaining re-certification.

The Contractor or its Subcontractors must achieve re-certification within a reasonable period of time, and the reasonable period of time will be determined by the Province in its sole opinion.

When re-certification is obtained, the Contractor shall promptly submit proof of re-certification to the Province.



Ministry of
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File: 10005-40/SD11TKJ021

Attachment to the Agreement with Infinite Forestry Solutions Ltd for Check Cruises – TOC -
Okanagan.

Terms such as "employer", "independent operator", "multiple employer workplace", "owner",
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- 1.01 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 Province will submit the notice of project. Where the Contractor submits the notice of project, a copy must be provided to the Province. Where the Province submits the notice of project, the Contractor must provide, upon our request, all the information necessary to support the notice of project and the Province will provide the Contractor with a copy of the notice of project.
- 1.02 The Contractor will commence and conduct all operations consistently with the notice of project.
- 1.03 The Contractor must immediately submit written notice to the Province 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 Province 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).
- 1.04 Where the Province brings safety concerns to the attention of the Contractor, it shall give full consideration to the issues raised and provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.05 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 Province 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.

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

2.02 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 Province 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 Province 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 Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.

2.03 Where the Contractor is an Endorsed New Entrant by BC Forest Safety Council, the Province will not consider the Contractor to be qualified to function as a prime contractor and the Contractor will be unable to subcontract in any manner that will create a multiple employer workplace.

2.04 The Province 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.

2.05 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 Ministry Representative.

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Okanagan-Columbia Business Area		AGREEMENT IDENTIFICATION NO. SD11TKJ021	
PROVINCE'S CONTACT PERSON NAME & TITLE Dave Gill, Planning Officer		PHONE NO (250) 558-1700	
MAILING ADDRESS 2501 - 14 Avenue, Vernon BC		FAX NO (250) 549-5485	
CONTRACTOR NAME Infinite Forestry Solutions Ltd		POSTAL CODE V1T 8Z1	
CONTRACTOR ADDRESS 1974 Sapphire Court, Kamloops BC		POSTAL CODE V2E 2P1	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Infinite Forestry Solutions Ltd.		
	ADDRESS 1974 Sapphire Court, Kamloops, BC		POSTAL CODE V2E 2P1
OPERATIONS INSURED	PROVIDE DETAILS Forestry Consulting (Timber Cruising)		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Lombard General Insurance Company of Canada Policy S21 BI/PD Deductible \$1,000	2011/05/19	3,000,000

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER Hub International Canada West	ADDRESS 2-111 Oriole Road, Kamloops, BC V2C 4N6	PHONE NO (250) 372-3517
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 		DATE SIGNED Nov 16/10



BCTS
BC Timber Sales

CONSULTING SERVICES PRE-WORK REPORT

BCTS CHK-001

Completed by hand, in Word as a protected form or by Hand Held digital application for entry into Cengage Forest - Resources

Section A	Business Area: TOC	Field Team: NZ / SZ	ORCS/ARCS File(s):	Date of Pre-Work: Click here to enter a date. NOV 18/10
	Contract #: SD 11KJ021	Geographic Location: JOE RICH / WELTAK	Project Name: CHECK CRUISE	Pre-Work Type: OFFICE
	Contractor: INFINITE FORESTRY SOLUTIONS LTD		On-site Supervisor: JOHN ARMSTRONG	

Section B	Pre-work Scope and Detail		
	Project Risk Ranking EMS: <input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low Safety: <input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low BCTS EMS Inspection Frequency: _____ BCTS Safety Inspection Frequency: _____ Contractor EMS Inspection Frequency: _____ Tests and Drills Requirement: <input type="checkbox"/> Test <input type="checkbox"/> Drill <input checked="" type="checkbox"/> N/A Type: <input type="checkbox"/> Fire <input type="checkbox"/> Spill <input type="checkbox"/> Slide By when: _____	Contract Type <input type="checkbox"/> Development/Planning <input type="checkbox"/> Site Plan <input type="checkbox"/> Road Layout <input type="checkbox"/> Block Layout <input type="checkbox"/> Cruising <input type="checkbox"/> Professional Services <input type="checkbox"/> Silviculture Surveys <input checked="" type="checkbox"/> Site Assessments <input type="checkbox"/> Other: (specify) _____ Note: Check applicable boxes for Multi phase contracts Blocks / Areas Applicable to Pre-work _____	Pre-work Method <input type="checkbox"/> Field <input checked="" type="checkbox"/> Office <input type="checkbox"/> Telephone Applicable Legislation <input type="checkbox"/> FRPA <input type="checkbox"/> FPC <input type="checkbox"/> Other (Specify): _____

Section C	Requirement ID # & Status		Yes: Inspector's opinion requirement is being met. Comments optional = Section E No: Inspector's opinion of non-conformance requiring Corrective Actions = Section D or Incident requiring Incident Root Cause Investigation Issue(s) = Section D ND: Not discussed, NA: Not applicable. Note: Refer to Guidance Document for requirement detail.	
	ID #	01: Contract - Safety Requirements	Status Y N ND NA	
	0101	SAFE Company status ensured?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0408 Maximum cutblock size discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0103	First Aid Assessment discussed?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0409 Cutblock adjacency requirements discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0104	Evidence of adequate supervision?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0410 Wildlife Tree Retention Areas Requirements discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0109	Adequate Safety ERP?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0412 General Wildlife Measures discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0111	Communication - signage, man check, etc. discussed?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0413 Resource Features discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0112	Discuss Road safety protocols	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0414 Wildlife Habitat Features discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0113	SWP and PPE requirements discussed?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0417 FSP Results, Strategies & Measures discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0114	Known Hazards Identified?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0418 FPC Requirements discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0115	Hazard Reporting discussed?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0420 Other Legislative Requirements (Federal & BC) discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0116	No MEWP created?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0421 First Nations Requirements discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	ID #	02: Multiple Employer Workplace (applied to Prime Contractor)	Status Y N ND NA	
	0202	PC Agreement Signed?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0501 Road in RMA, Cutting in RRZ, RMZ Retention discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
	0203	PC obligations understood?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0502 RMA Retention on Temperature Sensitive Streams discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
0204	Is PC qualified?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0503 Stream Crossings located to protect channels and mitigate disturbance discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
0211	Designated safety coordinator?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0506 Drinking Water Quality & Licensed Waterworks discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
0212	PC's safety program adequate?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ID # 06: Legislative - Road, Trail and Structure Requirements	
0213	WSBC coverage confirmed?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0601 Permanent Access Limits discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
0214	PC reviewed safety programs?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0603 Design of bridges standards discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
0215	Known hazards identified?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0604 Bridge or culvert design discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
ID #	04: Legislative - Area and General Requirements	Status Y N ND NA		
0401	Damage to the Environment discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	0608 Road Clearing Widths discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
0407	Site Plans prescribed requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	ID # 08: Environmental Emergency Response Requirements	
			0801 Environmental Emergency Response Plan discussed <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
			0802 Awareness of roles, responsibilities and procedures discussed <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
			0803 Incident Reporting discussed <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
			0804 Test and Drills discussed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	



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0805	Emergency response equipment discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ID #	11: Specific Contractual Conditions (Schedules & Appendices)	Status Y N ND NA
0806	24 hour contact # provided to local Fire Centre	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	1101	Schedule Conditions discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
0807	Appropriate Fire Danger Class discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	1102	Appendix Requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
0808	Fire Hazard Assessments and Abatement discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	1103	Notification to Stakeholders discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
ID #	09: EMS – Documents, Records & General Requirements	Status Y N ND NA	ID #	80: Sustainable Forest Management Certification	Status Y N ND NA
0901	Pre-work meetings discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	8001	SFM Certification requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
0902	Self Inspections discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	ID #	90: Business Area Specific Requirements	Status Y N ND NA
0903	Project Plan documents to be on-site discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	9001	Trapper Notified DATE _____ To be filled out by the LPC	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
0904	Training current – records completed, updated and available	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	9002		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
0905	Industrial Waste discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	9003		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
0906	BCTS Fuel Handling (EFP 06) requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	9004		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
0907	Other Environmental Field Procedures discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	9005		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
ID #	10: General Contractual Conditions	Status Y N ND NA	9006		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1001	Work Progress Plan discussed	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
1002	Fire Protection requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>			
1003	Site Clean-Up requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>			
1004	Camping and Parking requirements discussed	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>			

Section D	ID #	CORRECTIVE ACTION – 1		
	Description:	Requirement:	Responsibility:	Completion Date: Click here to enter a date.
	Corrective Action:	Follow-up:		

Section D	ID #	CORRECTIVE ACTION – 2 (add extra sheets for more actions)		
	Description:	Requirement:	Responsibility:	Completion Date: Click here to enter a date.
	Corrective Action:	Follow-up:		

ISSUE(S)	Complete Incident Report Form for each incident type. Enter in Issue Tracking System (ITS) linked to the Pre-work. ITS required for significant or repeat non-conformance, potential non-compliance, or Incident (as defined in EOP-06).	Issue #: _____ Issue Type: _____
		Issue #: _____ Issue Type: _____



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GENERAL PRE-WORK COMMENTS

(Reference Requirement ID # where appropriate, add extra sheets for more comments)

HARD HATS TO BE WORN

Pre-Work delivered by: B. DEBOIC

Signature X: [Signature]

Received by: [Signature]

Signature X: [Signature]

I accept receipt of this pre-work and am in agreement with the stated actions.

Attachment:

Additional Pages ☐ Photos ☐ Maps ☒
Correspondence ☐ Incident Report ☐ Other ☐

Date of Delivery to Contractor:

Click here to enter a date. Nov 18/10

Planned Inspection Date:

Click here to enter a date. _____

Delivery Method:

On-site ☐ Email ☐
Fax ☐ Mail ☐ Hand Delivered ☒



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**CONSULTING SERVICES
PRE-WORK REPORT**

BCTS CHK-001

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ADDITIONAL PERSONNEL RECEIVING PRE-WORK

Section F	Name (print)	Signature	Employer	Pre-Work delivered by	Date of Pre-Work delivery
	Rylan Parche	<i>R/L Parche</i>			



Ministry of
Forests, Mines and
Lands



Change of Work Order

MINISTRY CONTRACT NO.: SD11TKJ021

PROJECT NAME OR NO.: CHECK CRUISES - TOC -
OKANAGAN

THIS AGREEMENT dated for reference the
16th day of December, 2010.

FILE: 10005-40/SD11TKJ021

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
MINES AND LANDS

British Columbia Timber Sales

Okanagan Columbia Business Area

(the "Province", "we", "us", or "our" as applicable) at the following address:

2501 14th Avenue, Vernon, BC V1T 8Z1

Telephone: (250) 558-1700

Fax: (250) 549-5485

Email Address: Dave.Gill@gov.bc.ca

Ministry Representative(s): Dave Gill

AND

Infinite Forestry Solutions Ltd.

(the "Contractor", "you", or "your" as applicable) at the following address:

1974 Sapphire Court, Kamloops BC, V2E 2P1

Telephone: 250- 372-0604 Fax:

Email Address:

john@crulsemate.ca

Contractor Representative: John Armstrong


WorkSafe BC Registration No.:

The Contractor agrees to perform forthwith the following Work as extra work or reduction of work, subject to the terms and conditions of the contract dated **November 12th 2010** and to be paid for or credited in accordance with the said terms of the contract.

Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, Provincial Sales Tax and other things required to completely incorporate the change(s) into the contract work, but exclude the Goods and Services Tax.

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE

1. \$1,750 of extra work is required in order to finish outstanding contract items.
2. Maximum contract value is hereby amended to \$8,750.00
3. All other terms and conditions of this contract remain unchanged.

AS PER QUOTATION DATED	Y M D 2010-12-16	TOTAL PRICE FOR ADDITIONS (GST EXCLUDED)	1,750.00	TOTAL CREDIT FOR DELETIONS	nil	TOTAL VALUE OF THIS CHANGE ORDER	1,750.00
RECOMMENDED AND SUBMITTED BY (CONTRACT COORDINATOR/INSPECTOR) Dave Gill		CONTRACTOR'S SIGNATURE  DATE (YYYY-MM-DD) 2010-12-21 John Armstrong		APPROVED BY MINISTRY CONTRACT OFFICER/EXPENSE AUTHORITY DATE (YYYY-MM-DD) Colin Johnston			



Ministry: Forests, Mines and Lands

Contract Modification Agreement No. 2

MINISTRY CONTRACT NO.: SD11TKJ021

THIS MODIFICATION AGREEMENT dated for reference the 8th day of February, 2011.

PROJECT NAME OR NO.: CHECK CRUISES - TOC - OKANAGAN

FILE: 10005-40/SD11TKJ021

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the MINISTER OF MINISTRY:

FORESTS, MINES AND LANDS

BC Timber Sales, Okanagan-Columbia Business Area

(the "Province", "we", "us", or "our" as applicable) at the following address:

2601-14th Avenue, Vernon, BC V1T 8Z1

Telephone: (250) 558-1700 Fax: (250) 649-5485

Email Address: Dave.Gill@gov.bc.ca

Ministry Representative(s): Dave Gill

AND

Infinite Forestry Solutions Ltd.

(the "Contractor", "you", or "your" as applicable) at the following address:

1974 Sapphire Court, Kamloops, BC V2E 2P1

Telephone: (250) 372-0604 Fax:

Email Address: John@crulsemate.ca

Contractor Representative: John Armstrong

WorkSafe BC No.: 378452 and/or POP No.

A. The Parties entered into an Agreement dated for reference the 12th day of November, 2010, (hereinafter called the "Agreement"),

B. The Parties agree to Change the Work as follows.

The Contractor agrees to perform forthwith the following Work as extra work or reduction of work, subject to the terms and conditions of the Agreement and to be paid for or credited in accordance with the said terms of the contract.

Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes and other things required to completely incorporate the change(s) into the contract work, but exclude the Harmonized Sales Tax.

CHANGE OF WORK				
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES			PRICE
1.	\$9,300.00 of extra work is required in order to finish outstanding contract items.			
2.	Maximum contract value is hereby amended to \$18,050.00.			
3.	All other terms and conditions of this contract remain unchanged.			
As Per Quotation Dated	Y M D 2011-02-08	Total Price for Additions (HST excluded)	\$9,300.00	Total Credit for Deletions \$Nil

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Collin Johnston	Infinite Forestry Solutions Ltd.
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 8 th day of February 2011	Dated this 8 th day of February 2011

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Sunday, December 5, 2010 5:03 PM
To: Gill, Dave FOR:EX
Subject: Audit Cruise -A84526-Block 572
Attachments: Stuart 572- Audit Summary.pdf; Stuart 572-Check CompAppraisal Summary.pdf; Stuart 572- Original CompAppraisal Summary.pdf

Hi Dave,

Here are the results of the audit cruise on A84526 –Block 572

The attached documents include:

1) Check Cruise Summary and Tree Report (Stuart 572-Audit Summary.pdf)

- the check summary shows the categories checked and their variances between the original and audit data. Also lists concerns, audit vs original plot volumes, and recommendations.
- the tree report lists all the check and original tree measurements

2) Cruise Compilation Appraisal summaries of CHECK (Stuart 572 -Check Comp Appraisal summary.pdf) and ORIGINAL (Stuart 572-Original Comp Appraisal summary.pdf) **data:**

- compilation of the audit and original plots to compare volumes and appraisal factors such as: LRF, stud%, decay, waste, breakage, cull, Species composition, etc

Summary:

S15, S17

F
A

If you have any questions, concerns or suggestions, please contact me.

John Armstrong, RFT, ATE
Infinite Forestry Solutions Ltd.

1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1

Phone: (250) 372-0604

Cell: S22

john@cruisemate.ca

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For CruiseMate Support: support@cruisemate.ca

Pages 42 through 44 redacted for the following reasons:

s.15, s.17

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Saturday, December 4, 2010 7:25 AM
To: Gill, Dave FOR:EX
Subject: Audit Cruise -A86896-Blocks 69L, 6B0
Attachments: A86896 Audit Summary Report.pdf; CHECK Comp Appraisal summary A86896.pdf; ORIGINAL Comp Appraisal summary A86896.pdf

Hi Dave,

Here are the results of the audit cruise on **A86896 –Blocks 69L and 6B0**
The attached documents include:

1) Check Cruise Summary and Tree Report (A86896-Audit Summary Report.pdf)

- the **check summary** shows the categories checked and their variances between the original and audit data. Also lists concerns, audit vs original plot volumes, and recommendations.
- the **tree report** lists all the check and original tree measurements

2) Cruise Compilation Appraisal summaries of CHECK (Check Comp Appraisal summary A86896.pdf) and ORIGINAL (Original Comp Appraisal summary A86896.pdf) data:

- compilation of the audit and original plots to compare volumes and appraisal factors such as: LRF, stud%, decay, waste, breakage, cull, Species composition, etc
- Cruise data is compiled to interior appraisal utilization standards of 10cm top – 5.0m standard log - 2.5m min log and may not reflect actual harvest utilization.

Summary:

S15, S17

I hope that this review is helpful.
Please contact me if you have questions, concerns or recommendations.

John Armstrong, RFT, ATE

Infinite Forestry Solutions Ltd.

1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1

Phone: (250) 372-0604

Cell: **S22**

john@cruisemate.ca

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For CruiseMate Support: support@cruisemate.ca

Pages 47 through 49 redacted for the following reasons:

s.15, s.17

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Friday, December 3, 2010 2:58 PM
To: Gill, Dave FOR:EX
Subject: Weltek Audit Cruise
Attachments: K6BD Nov 22 2010 with audit plots replacement.pdf; K6BD Nov 22 2010.pdf; Weltek - K6BD-Audit Summary.pdf; Weltek -K6BD-Check Comp.pdf; Weltek -K6BD-Original Comp.pdf

Hi Dave,

Here are the results of the audit cruise on **Block K6BD**.
The attached documents include:

1) Check Cruise Summary and Tree Report (Weltek-K6BD-Audit Summary.pdf)

- the check summary shows the categories checked and their variances between the original and audit data. Also lists concerns, audit vs original plot volumes, and recommendations.
- the tree report lists all the check and original tree measurements

2) Cruise Compilation Appraisal summaries of CHECK (Weltek-K6BD-Check Comp.pdf) and ORIGINAL (Weltek-K6BD-Original Comp.pdf) data:

- compilation of audit and original plots checked to compare volumes and appraisal factors such as: LRF, stud%, decay, waste, breakage, cull, Species composition, etc

3) Original Compilation File with all 18 original plots (K6BD Nov 22 2010.pdf)

4) Original Compilation File with the 6 audit plots replacing the original plots for a total of 18 plots (K6BD Nov 22 2010 with audit plots replacement.pdf)

Summary:

S15, S17

Recommendations:

I hope that this information will help. Please contact me if you have questions, concerns or recommendations.

John Armstrong, RFT, ATE

Infinite Forestry Solutions Ltd.

1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1

Phone: (250) 372-0604

Cell: S22

john@cruisemate.ca

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For CruiseMate Support: support@cruisemate.ca

Pages 52 through 57 redacted for the following reasons:

s.15, s.17

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Wednesday, December 15, 2010 1:57 PM
To: Gill, Dave FOR:EX
Subject: Basal Area Sweeps

Hi Dave,

S15, S17, S21

I hope that this information will help you.
Please call me if you have any questions.

John Armstrong, RFT, ATE

Infinite Forestry Solutions Ltd.

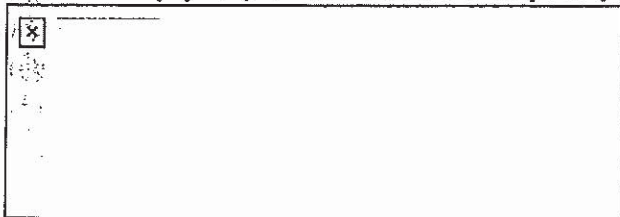
1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1

Phone: (250) 372-0604

Cell: S22

john@cruisemate.ca

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For CruiseMate Support: support@cruisemate.ca

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Wednesday, December 15, 2010 3:56 PM
To: Gill, Dave FOR:EX
Subject: Re: Basal Area Sweeps

S15, S17

John

From: Gill, Dave FOR:EX
Sent: Wednesday, December 15, 2010 2:29 PM
To: Armstrong, John FOR:IN
Subject: RE: Basal Area Sweeps

Thanks John for your comments. I will forward these to Serg and we'll determine where to go from here.

David M. Gill, RPF
Planning Officer
BC Timber Sales Okanagan-Columbia Business Area
2501 - 14th Ave., Vernon, BC V1T 8Z1
(Ph): 250-558-1717 (Fax) 250:549-5485
(Cell): 250-309-3503
(email): Dave.Gill@gov.bc.ca

From: John Armstrong [mailto:john@cruisemate.ca]
Sent: Wednesday, December 15, 2010 1:57 PM
To: Gill, Dave FOR:EX
Subject: Basal Area Sweeps

Hi Dave.

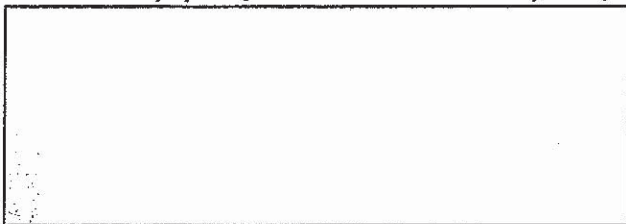
S21, S15, S17

S15, S17

I hope that this information will help you.
Please call me if you have any questions.

John Armstrong, RFT, ATE
Infinite Forestry Solutions Ltd.
1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1
Phone: (250) 372-0604
Cell: S22
john@cruisemate.ca

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For CruiseMate Subbort: subbort@cruisemate.ca

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believed to be clean.

Infinite Forestry Solutions Ltd.

1974 Sapphire Crt.
Kamloops, B C V2E 2P1

INVOICE

Invoice No.: 2956
Date: 01/31/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1

Ship to:

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1
Contract : SD11TKJ021

Business No.: 101035392RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount		
			January 17, 2011 - Basal Area Audit - K685					
Hours								
Hours								
Kms								
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Hours								
Kms								
Hours								
S21								
Infinite Forestry Solutions Ltd. HST: #101035392								
Shipped By: Tracking Number:					Total Amount	4,026.80		
Comment: All invoices are payable upon receipt.								
Sold By:								

Infinite Forestry Solutions Ltd.

1974 Sapphire Crt.
Kamloops, B C V2E 2P1

INVOICE

Invoice No.: 2949
Date: 12/01/2010
Ship Date:
Page: 1
Re: Order No.

Sold to:

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1

Ship to:

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1
contract SD11TKJ021

Business No.: 101035392RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			November 18, audit of A86896, block 69L			
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1974 Sapphire Crt.
Kamloops, B C V2E 2P1

Invoice No.: 2958
Date: 01/31/2011
Ship Date:
Page: 1
Re: Order No.

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1

BCTS - Okanagan
Dave Gill
2501-14th Ave
Vernon,, BC V1T 8Z1
Contract : SD11TKJ021

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			January 17, 2011 - Basal Area Audit - K685			
Hours Hours Kms Hours Hours Kms Hours Hours Kms Hours			S21			
Infinite Forestry Solutions Ltd. HST: #R101035392						
Shipped By:						
Tracking Number:						
Comment: All invoices are payable upon receipt.					Total Amount	4,026.80
Sold By:						

Gill, Dave FLNR:EX

From: Smiley, Trevor FOR:EX
Sent: Friday, November 5, 2010 4:15 PM
To: Pereverzoff, Serg FOR:EX
Cc: Gill, Dave FOR:EX; Fukumoto, Jeff FOR:EX; Craig, Simon FOR:EX
Subject: scale vs cruise analysis & check cruising

A85243

S15, S17

A83104

S15, S17

Anyways, just some info add to the data research.

Trevor Smiley, RFT
South Zone Operations Technician
BC Timber Sales / Okanagan-Columbia BA
PH: 250-260-4631 FX: 250-549-5485

Gill, Dave FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Friday, November 26, 2010 1:58 PM
To: Gill, Dave FOR:EX
Subject: Re: Check Cruise

Hi Dave

S15, S17

From: Gill, Dave FOR:EX
Sent: Friday, November 26, 2010 9:34 AM
To: Armstrong, John FOR:IN
Subject: RE: Check Cruise

Thanks for the update John. I'd be interested in hearing how you made out in Weltek.

David M. Gill, RPF

Planning Officer
BC Timber Sales Okanagan-Columbia Business Area
2501 - 14th Ave., Vernon, BC V1T 8Z1
(Ph): 250-558-1717 (Fax) 250:549-5485
(Cell): 250-309-3503
(email): Dave.Gill@gov.bc.ca

From: John Armstrong [mailto:john@cruisemate.ca]
Sent: Monday, November 22, 2010 1:17 PM
To: Gill, Dave FOR:EX
Subject: Check Cruise

Hi Dave,

Just so you know, we did not get out to Simon's block yet. The roads are snowed in. Trevor is trying to arrange for snowmobiles for this Thursday. Hopefully, this can be arranged.

S15, S17

Call me if you wish to discuss,
John

From: Gill, Dave FOR:EX
Sent: Monday, November 15, 2010 2:21 PM
To: Armstrong, John FOR:IN
Subject: Draft Contract

Hi John.

Attached is a draft contract for your review. Please let me know if you have any questions.

<<FS1000.doc>> <<FS1-A.doc>> <<FS1-B.doc>> <<SD11TKJ021 Certificate of Insurance.doc>> <<SD11TKJ021 Certification Schedule.doc>> <<SD11TKJ021 EMS.doc>> <<SD11TKJ021 Insurance.doc>> <<SD11TKJ021 Prime Contractor.doc>>

David M. Gill, RPF

Planning Officer

BC Timber Sales Okanagan-Columbia Business Area

2501 - 14th Ave., Vernon, BC V1T 8Z1

(Ph): 250-558-1717 (Fax) 250:549-5485

(Cell): 250-309-3503

(email): Dave.Gill@gov.bc.ca

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Craig, Simon FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Thursday, January 13, 2011 6:51 PM
To: Craig, Simon FLNR:EX
Subject: Fw: Weltek Audit Cruise
Attachments: A86905 -K6BD-comp runs.zip1

Your web provider keeps rejecting this email..... I am trying zip1 instead of zip

From: John Armstrong
Sent: Thursday, January 13, 2011 6:27 PM
To: Simon FOR:EX Craig
Subject: Fw: Weltek Audit Cruise

Here are the files in the attached ZIP. We did audit plots 1-6.....

S15, S17

John

From: John Armstrong
Sent: Thursday, January 13, 2011 4:16 PM
To: Craig, Simon FOR:EX
Subject: Re: Weltek Audit Cruise

Hi Simon. I am on the road right now. I will be home this evening.

I will send you:

- 1) my audit plot cards in PDF
- 2) the audit cruise comp based on those six audit plots
- 3) the original cruise comp based on the six original checked.
- 4) the original comp file
- 5) the original comp file with the audit plots substituting the original plots checked.

Is this what you are looking for?

John Armstrong
Cell: S22
Home: S22
john@cruisemate.ca

On Jan 13, 2011, at 3:54 PM, "Craig, Simon FOR:EX" <Simon.Craig@gov.bc.ca> wrote:

Hi John ...

I would like to get the following information regarding the audit of this cruise ...

- 1) Which plots were audited ... #'s 1-6 ?????
- 2) I would like to get a pdf version of the cards for each of the checked plots.
- 3) I would also like to get the cct/ccp file for this audit.

If you could send this information ASAP, it would be appreciated.

Please send this info to my attention at this email address.

Regards,

Simon Craig, RPF

Woodlands Supervisor - South Zone
Okanagan Columbia Timber Sales Office
Phone:(250)558-1732
Fax:(250)549-5485
<mailto:Simon.Craig@gov.bc.ca>

From: Gill, Dave FOR:EX

Sent: Friday, December 3, 2010 3:06 PM

To: Craig, Simon FOR:EX; Pereverzoff, Serg FOR:EX; Fukumoto, Jeff FOR:EX; Smiley, Trevor FOR:EX

Subject: FW: Weltek Audit Cruise

Summary of John's findings on the Weltek check cruise...summed up in the email below.

David M. Gill, RPF

Planning Officer
BC Timber Sales Okanagan-Columbia Business Area
2501 - 14th Ave., Vernon, BC V1T 8Z1
(Ph): 250-558-1717 (Fax) 250:549-5485
(Cell): 250-309-3503
(email): Dave.Gill@gov.bc.ca

From: John Armstrong [<mailto:john@cruisebate.ca>]

Sent: Friday, December 3, 2010 2:58 PM

To: Gill, Dave FOR:EX

Subject: Weltek Audit Cruise

Hi Dave,

Here are the results of the audit cruise on Block K6BD.

The attached documents include:

1) Check Cruise Summary and Tree Report (Weltek-K6BD-Audit Summary.pdf)

-the check summary shows the categories checked and their variances between the original and audit data. Also lists concerns, audit vs original plot volumes, and recommendations.

-the tree report lists all the check and original tree measurements

2) Cruise Compilation Appraisal summaries of CHECK (Weltek-K6BD-Check Comp.pdf) and ORIGINAL (Weltek-K6BD-Original Comp.pdf) data:

- compilation of audit and original plots checked to compare volumes and appraisal factors such as: LRF, stud%, decay, waste, breakage, cull, Species composition, etc

3) Original Compilation File with all 18 original plots (K6BD Nov 22 2010.pdf)

4) Original Compilation File with the 6 audit plots replacing the original plots for a total of 18 plots (K6BD Nov 22 2010 with audit plots replacement.pdf)

Summary:

S15, S17

Recommendations:

I hope that this information will help. Please contact me if you have questions, concerns or recommendations.

John Armstrong, RFT, ATE
Infinite Forestry Solutions Ltd.
1974 Sapphire Court, Kamloops, BC, Canada, V2E 2P1
Phone: (250) 372-0604
Cell: S22
john@cruisemate.ca

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<K6BD Nov 22 2010 with audit plots replacement.pdf>

<K6BD Nov 22 2010.pdf>

<Weltek -K6BD-Audit Summary.pdf>

<Weltek -K6BD-Check Comp.pdf>

<Weltek -K6BD-Original Comp.pdf>

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Pages 74 through 79 redacted for the following reasons:

s.15, s.17

Craig, Simon FLNR:EX

From: John Armstrong [john@cruisemate.ca]
Sent: Monday, January 10, 2011 3:29 PM
To: Craig, Simon FLNR:EX
Subject: Re: Basal Area Sweeps

Hi Simon.....I quickly answered your questions. We can send this back and forth to refine....just keep using a different colour.

Hi John ...

S15, S17

Thanks in advance for replying.

Regards,

Simon Craig, RPF
Woodlands Supervisor - South Zone

From: John Armstrong [<mailto:john@cruisemate.ca>]
Sent: Monday, January 10, 2011 9:38 AM
To: Craig, Simon FOR:EX
Subject: Re: Basal Area Sweeps

Yes...I received it, Simon. For some reason you got on my blocked senders list. I don't know how that happened! But, it is fixed now.
John

From: Craig, Simon FOR:EX
Sent: Monday, January 10, 2011 9:31 AM
To: Armstrong, John FOR:IN
Cc: Armstrong, Els FOR:EX
Subject: RE: Basal Area Sweeps

Hi John ...

We are going to have to cancel tomorrows Check Cruise out to the Weltek.
Apologies.
We will schedule another day. Tues, Thurs/Fri of next week (18/21/22). Let me know.

Els ... Can you please forward this to John as he has been having some trouble receiving emails from me.
John ... can you please send a confirmation email so I know you received this email

Tx
sc

Regards,

Simon Craig, RPF
Woodlands Supervisor - South Zone
Okanagan Columbia Timber Sales Office
Phone:(250)558-1732
Fax:(250)549-5485
<mailto:Simon.Craig@gov.bc.ca>

From: John Armstrong [<mailto:john@cruisemate.ca>]
Sent: Friday, December 24, 2010 7:42 AM
To: Craig, Simon FOR:EX
Subject: Re: Basal Area Sweeps

Hi Simon. Can you please send me the cruise comp file for the block we are checking on January 6th? I will get my files set up. That will save us some time out in the field!
Thanks

John Armstrong

On Dec 20, 2010, at 4:30 PM, "Craig, Simon FOR:EX" <Simon.Craig@gov.bc.ca> wrote:

Regards,

Simon Craig, RPF

Woodlands Supervisor - South Zone
Okanagan Columbia Timber Sales Office
Phone:(250)558-1732
Fax:(250)549-5485
<mailto:Simon.Craig@gov.bc.ca>

From: Craig, Simon FOR:EX
Sent: Monday, December 20, 2010 4:28 PM
To: 'john@cruisemate.ca'
Subject: Basal Area Sweeps

Hi John

Trevor and/or I will be available **Jan 5-7** to accompany you out to TSL A86432 to do Basal Area sweeps.

Let me know which of those dates works for you.

We'll do the same thing as before ... meet you at the Vernon office at 0600 and head out together.

You only need to bring yourself as one of our guys will act as your assistant.

Tx John

Regards,

Simon Craig, RPF

Woodlands Supervisor - South Zone
Okanagan Columbia Timber Sales Office
Phone:(250)558-1732
Fax:(250)549-5485
<mailto:Simon.Craig@gov.bc.ca>

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