

**BERG-MAC INDUSTRIES L.L.D.**

**BOX 699, QUEEN CHARLOTTE, B.C.V0T 1S0**

**TELEPHONE: 250 559-2328 EMAIL: [bergmacind@gmail.com](mailto:bergmacind@gmail.com) Stan's cell: 250 637-1423**

**Business No.:** 12698 6140 RT0001

December 3, 2012

**Sold to:**

INVOICE # 328

Haida Gwaii Forest District,  
Box 39,  
Queen Charlotte, B.C.,  
V0T 1S0

**Attention: Larry Duke, RFT**

Date	Description	Amount
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**Rennell Sound – Clapp Basin**

December 1 '12

Lowbed Hitachi 200 from Lawnhill  
to Rennell Sound, Clapp Basin and return

s.21

s.21

Hitachi 200 - Block access to Clapp Basin  
positioning logs across roadway at gate

Sub-total: \$1020.20

HST 122.42

**Total \$ 1142.62**

Thank You

Matched Invoice Coding Apron

Date Invoice Received:	03-Dec-12
I-Procurement Receipt #	20112
PO/Contract #	EN13NAE-820
Comments:	Inv 328 IDC required to 128/71476/40191/7205/7164500

**BERG-MAC INDUSTRIES LTD.**

**BOX 699, QUEEN CHARLOTTE, B.C.V0T 1S0**

**TELEPHONE: 250 559-2328 EMAIL: [bergmacind@gmail.com](mailto:bergmacind@gmail.com) Stan's cell: 250 637-1423**

**Business No.: 12698 6140 RT0001**

**August 17, 2012**

**Sold to:**

**INVOICE # 323**

**Haida Gwaii Forest District,  
Box 39,  
Queen Charlotte, B.C.,  
V0T 1S0**

**Attention: Larry Duke, RFT**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
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**Rennell Sound – Steel Plate removal and transport**

October 13 '12

Komatsu 300 – remove steel plates  
and load / secure on lowbed

s.21

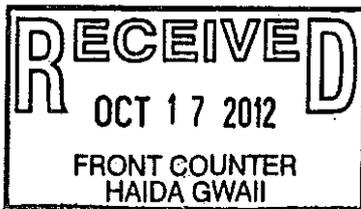
Lowbed steel plates from Rennell  
Sound to Lawnhill

s.21

Sub-total \$ 726.05

HST 87.13

**TOTAL \$ 813.18**



**Thank You**

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Matched Invoice Coding Apron

Date Invoice Received:	17-Oct-12
I-Procurement Receipt #	17977
PO/Contract #	EN13NAE-820
Comments:	Inv 323 - Clapp road Repairs. IDC from 128/71648/40191/7205/7164500



Ministry of  
Forests and Range



**ENGINEERING EQUIPMENT  
RENTAL AGREEMENT**

CONTROL NO. \_\_\_\_\_

THIS AGREEMENT made this 10th day of October, 2012

FILE NO.: 10005-40/EN13NAE-820

BETWEEN:

CLIENT NO./IDENTIFIER s.17 \_\_\_\_\_

HER MAJESTY THE QUEEN in right of the Province of British Columbia, as represented by the Minister of Forests

AND  
Berg- Mac Industries Ltd.

Haida Gwaii Forest District  
(Ministry Location)  
1229 Oceanview Drive  
Queen Charlotte, British Columbia V0T 1S0  
(Address)

(Name)  
PO Box 699  
(Business Address)  
Queen Charlotte, British Columbia V0T 1S0  
(City, Province) (Postal Code)  
(250) 559-2335  
(Phone No.) (Cellular Phone No.)  
250-559-2328 346455  
(Fax No.) W.C.B. Registration No.)

(herein called the "Province")

(E-Mail Address)

(herein called the "Contractor")

WHEREAS:

- A. The Province requires the use of certain equipment from time to time for work on various projects.
- B. The Contractor has agreed to rent to the Province on an "as and when" required basis, certain equipment on the terms and conditions contained herein.
- C. The Province's obligation to pay money to the contractor 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.

Accordingly, the parties agree as follows:

**1. Equipment and Rental Rate**

- (a) The Contractor will supply to the Province, when requested, the following equipment (the 'Equipment') at the all found rates [drawn or adapted from the current *Equipment Rental Rate Guide*, referred to as *the Blue Book* published by the B.C. Road Builders and Heavy Construction Association shown below. Use Schedule A when needed for additional equipment.

Make & Type of Machine	Serial No.	Year & Model	Rated Size & Capacity	Attachments & Crew	Hourly Rate (\$)
See Attached Schedule					

- (b) If the Province orders in writing any of the Equipment to be on standby, the Province will pay the applicable standby rate for the Equipment so indicated on Schedule A.
- (b) The equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A.

**2. Fuel, Lubricants, Maintenance, Parts and Repairs**

The Contractor shall, at the Contractor's expense, supply all fuel, lubricants and parts for the Equipment and shall, at the Contractor's expense, carry out all necessary and appropriate maintenance and repairs to the Equipment.

- (c) The Province shall determine the cost to be paid for mobilization and demobilization for each piece of equipment per project. The amount to be paid shall be shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A. The cost shall include the loading, transporting and unloading of equipment from the Point of Hire to the Worksite and return to the Point of Hire.

**3. Worksite and Point of Hire, Mobilization and Demobilization**

- (a) The Point of Hire shall be mutually agreed to between the Province and Contractor, and shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A.

- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

In signing this Agreement, the Contractor certifies that he/she understands the Additional Conditions appearing on the reverse of this form, and on any attachment hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**PROVINCE**

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

(Authorized Representative/Spending Authority)

TYLER PEET.  
Print Name

FS21 HTH April 2009

**CONTRACTOR**

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor, if a corporation)

(Contractor or Authorized Signatory)

S-TAC M AC BEA  
Print Name

**READ TERMS ON  
REVERSE SIDE**

#### 4. Supervision of Work and Worksite

Any use of the Equipment at the Worksite shall be under the direction of an agent designated by the Province.

#### 5. Termination of Agreement

- (a) Unless otherwise agreed, the term of this Agreement shall end on March 31 of the year following the date this Agreement is signed.
- (b) The Province may, at its sole discretion, terminate this Agreement upon 24 hours notice. Payment by the Province of all monies then due and owing to the Contractor for the use of the Equipment under this Agreement shall discharge the Province from any and all liability to the Contractor under this Agreement.

#### 6. No Obligation to Proceed

- (a) If the Province requests the Contractor to provide Equipment for a specific project, the Contractor shall have the right to elect whether or not to so proceed, and the Contractor shall not be liable for breach of this Agreement if the Contractor elects not to proceed.
- (b) The Province shall not be obliged to request Equipment at any time, and the Province shall not be subject to any liability for breach of this Agreement if the Province decides not to do so.

#### 7. Payment of Invoices

- (a) Contractor shall submit written invoices in a form acceptable to the Province on a monthly basis or at other times as designated by the Province.
- (b) Invoices shall be based on the actual hours the Equipment is operated, plus an amount for mobilization and demobilization, plus standby time where applicable, as recorded on Daily Time Reports initiated by the Contractor's operator and certified correct by the Province, multiplied by the applicable rates and subject to any deductions as may be otherwise provided in this Agreement.
- (c) Under no circumstances shall the Province be obliged to pay charges in excess of \$100,000 under this Agreement.
- (d) Subject to performance and observance by the Contractor of the conditions set forth in this Agreement, the Province shall pay the amount of monies due to the Contractor in accordance with the Province's payment practices and the *Financial Administration Act*.
- (e) Interest less than \$5.00 will not be paid. No interest will be paid unless and until an account is overdue by at least 61 days. The overdue period shall be calculated from the date the Province approves payment or the date the invoice is received (whichever is the later) to the date the cheque is printed by the Ministry of Finance.

#### 8. Contractor's Indemnification and Insurance

- (a) The Contractor shall indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, 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 of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.
- (b) All Equipment hired by the Province must be insured by the Contractor against loss or damage.
- (c) The Province shall not be responsible for loss or damage occurring to the Equipment, regardless of how, when or where the damage occurs and, in signing this Agreement, the Contractor relieves the Province and its employees from any and all responsibility for such loss or damage.
- (d) The Contractor, in the event of any loss or damage, shall take reasonable steps to prevent further loss, including removal of the Equipment.
- (e) The Contractor shall provide, maintain and pay for Comprehensive General Liability insurance protecting the Province and the Contractor from and against any and all claims which may arise out of the Contractor's operation and handling of the Equipment during the rental period:
  - (i) The amount of such insurance shall be not less than \$2,000,000 inclusive of any one occurrence.

- (ii) The Contractor shall provide the Province with evidence of such insurance prior to the commencement of Work under this Agreement, and such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance.

#### 9. Miscellaneous

- (a) The Province certifies that the Equipment, Materials and associated accessories and Crew are for the use of and are being acquired by the Province with Crown funds, and are therefore not subject to the Goods and Services Tax.
- (b) The Contractor shall do the following:
  - (i) At its own expense, obtain Workers' Compensation Board compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged as a result of this Agreement,
  - (ii) Comply with all the requirements of the *Workers' Compensation Act* and Regulations, and pay all assessments and levies made thereunder, and
  - (iii) Upon request by the Province, provide proof of such compliance.
- (c) The Contractor shall, in connection with this Agreement:
  - (i) Establish and maintain accurate books of account and records (including supporting documents) to the satisfaction of the Province, and when requested, permit the Province, at any time during normal business hours, to copy and audit any one or more of the books or account or records (including supporting documents), and
  - (ii) Permit the Province, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Agreement.
- (d) By mutual agreement of the parties, this Agreement may be amended in writing.

#### 10. Drilling and Blasting Requirements

- (a) A blaster must be licenced with the appropriate class, under the Workers' Compensation Board, to carry out the work. The Contractor must produce evidence of the licence upon request of the Province.
- (b) The drilling equipment associated with this Work is hired at the rental rate shown in clause 1, which shall include driller/licenced blaster, a helper, support vehicles, drill steel, bits, grinders, blasting agent loading attachment as required, powder magazine and/or day box, blasting mats, signs, warning signal horns, tools, blasting machine and miscellaneous items required in the loading and blasting phase of the Work.
  - (i) The full rate shown in clause 1 will be paid for the hours that the Equipment and Crew are drilling and positioning, and when loading a blasting agent using the compressor;
  - (ii) One-half of the full rate will be paid for the hours loading explosives which do not require the compressor, and/or when the Crew and drilling equipment are required by the Supervisor to remain on-site but are not able to work.
- (c) The Contractor shall promptly remove all unused, damaged or deteriorated explosives or detonating devices, and shall remove any undetonated explosives upon completion of the Work.
- (d) A blasting log recording the loading details, including a diagram of the blast pattern, and post-site examination must be available upon request at the blast site. Upon completion of the project, the blasting log, if requested, will be given to the Province.
- (e) The Contractor shall ensure that all Equipment and operations comply with the *Motor Vehicle Act*, the *Motor Carrier Act* and all other applicable Federal Acts, including the *Explosive Act (Canada)* and all Regulations pursuant to these Acts.
- (f) The Contractor shall:
  - (i) Provide all explosives and detonators at cost plus 10%. The cost shall include PST, but not GST, and
  - (ii) Submit to the Ministry copies of the supplier's invoice(s) for the explosive materials actually used on the project, to verify the Contractor's costs.
- (g) The Contractor shall use only rock-drilling and blasting techniques which minimize disturbance to forest resources and existing improvements, minimize fly rock and reduce the potential for landslides or slope instability.



**BRITISH  
COLUMBIA**



**Ministry of Forests and Range**

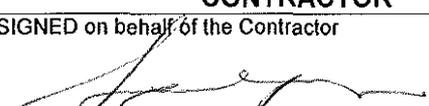
Attachment to the Rental Agreement dated October 10, 2012

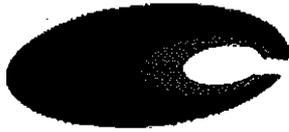
Control No.: \_\_\_\_\_  
 File No.: 10005-40/EN13NAE-820  
 Project No.: \_\_\_\_\_

**SCHEDULE A**

- Equipment added during the term of this agreement. Date \_\_\_\_\_
- Equipment required to be on standby. Date \_\_\_\_\_

Make and Type of Machine	Serial No.	Year and Model	Rated Size & Capacity	Attachments and Crew	Hourly Rate [S]	Standby Rate [S/hr.]
Hitachi Excavator	147-68369	1993 EX200-2			s.21	
Komatsu Excavator	23306	1996-PC300LC-5				
Komatsu Excavator	A30283	1996-PC300LC-5				
Sterling Dump Truck		1999	12 yd			
Mac Tractor				7.5 ton lowbed Peerless Page		
Case Bobcat		2007-445		½ yd bucket		

<b>PROVINCE</b>	<b>CONTRACTOR</b>
SIGNED on behalf of the Province	SIGNED on behalf of the Contractor
	
(Authorized Representative/Spending Authority)	(Contractor or Authorized Signatory)
Print Name _____	Print Name _____



**CHARTWELL Consultants Ltd.**

#210 - 275 Fell Avenue, North Vancouver, British Columbia V7P 3R6  
Phone: (604) 980-8061 Fax: (604) 988-0361

March 31, 2013

In account with:  
Haida Gwaii Forest District & Integrated Business Centre  
PO Box 39  
Queen Charlotte, BC.  
V0T 1S0

Invoice # 13-175

email: larry.duke@gov.bc.ca

Attention: Larry Duke, RFT

Haida Gwaii District Contract Number EN13NAE-803

Our Project 12-703 Road Inspections and Deactivation Prescriptions

Total fees Details attached			\$15,501.40
	HST @	12 %	<u>\$1,860.17</u>
Total this invoice:			<u>\$17,361.57</u>

GST 890364011-RT0001

Payable upon receipt  
Or 2% interest per month on overdue balance

MOF-Haida Gwaii District Contract Number EN13NAE-803			Hours	Rate	Amount
HG Deactivation Prescription CCL Project 2-703					
Date	Employee ID	Description	Hours	Rate	Amount
January 4, 2013	Fosselt Brent	Data Review, Map Review & Prep			\$127.60
January 8, 2013	Fosselt Brent	Data Review, Map Review & Prep. Larry Duke phone call regarding deact surveys			\$169.60
January 11, 2013	Fosselt Brent	Data Review, Map Review & Prep Drill Roads Shift Prep			\$382.80
January 14, 2013	Fosselt Brent	Hoodoo road deact and inspections			\$698.00
January 15, 2013	Fosselt Brent	Hoodoo road deact and inspections			\$435.00
January 18, 2013	Fosselt Brent	Drill roads deact survey			\$870.00
January 23, 2013	Fosselt Brent	Meeting With Larry Duke at HG ministry			\$63.80
January 28, 2013	Fosselt Brent	HOODOO - GPS d/t and correction, Deact Rx			\$255.20
January 29, 2013	Fosselt Brent	Drill GPS d/t and correction, Deact Rx			\$382.80
January 29, 2013	Fosselt Brent	HOODOO - GPS d/t and correction, Deact Rx			\$159.50
January 30, 2013	Fosselt Brent	Drill GPS d/t and correction, Deact Rx			\$191.40
January 31, 2013	Fosselt Brent	Drill GPS d/t and correction, Deact Rx			\$191.40
February 1, 2013	Fosselt Brent	HG Deact, Drill finalization, loose end project budget increase estimate			\$382.80
February 5, 2013	Fosselt Brent	HG Deact, Drill finalization, loose end project budget increase estimate			\$319.00
February 25, 2013	Billier Ryan	HG Deact. Prescription Contract Management			\$31.90
March 5, 2013	Fosselt Brent	Trip prep, outstanding works review, maps, GPS loading, Clapp Basin Rd report review etc..			\$382.80
March 6, 2013	Fosselt Brent	Field Prep, GPS loading, etc..			\$510.40
March 7, 2013	Fosselt Brent	East Yakoun stripped roads inspections			\$957.00
March 8, 2013	Fosselt Brent	East Yakoun stripped roads inspections			\$957.00
March 10, 2013	Fosselt Brent	East Yakoun stripped roads inspections			\$957.00
March 11, 2013	Fosselt Brent	Drill Creek Deactivation inspection			\$913.60
March 12, 2013	Fosselt Brent	Three mile creek Bridge Rating, who load rating, Grapple ten inspection for access			\$957.00
March 13, 2013	Fosselt Brent	Survey Creek WBC load ratings and Prescription			\$255.20
March 13, 2013	Fosselt Brent	East Yakoun stripped roads isolated bridge table and map			\$255.20
March 14, 2013	Fosselt Brent	Survey Creek WBC load ratings and Prescription			\$191.40
March 15, 2013	Fosselt Brent	Drill Creek mapping and table amendments			\$255.20
March 15, 2013	Fosselt Brent	East Yakoun stripped roads isolated bridge table and map			\$319.00
March 18, 2013	Fosselt Brent	Drill Creek Deactivation Prescription, tables and map updates			\$255.20
March 19, 2013	Fosselt Brent	Drill Creek Deactivation Prescription, tables and map updates			\$255.20
March 20, 2013	Filewod Benjamin	Drill Creek Deactivation Prescription, tables and map updates			\$287.10
March 20, 2013	Filewod Benjamin	Survey Creek, reactivation for deactivation prescription			\$287.10
March 20, 2013	Fosselt Brent	Drill Creek Deactivation Prescription, tables and map updates			\$287.10
March 20, 2013	Fosselt Brent	Survey Creek, reactivation for deactivation prescription			\$350.90
March 9, 2013	Fosselt Brent	Clapp Basin Road Inspection for temp access			\$987.00
March 14, 2013	Fosselt Brent	Clapp Basin Road Prescription for temp access			\$510.40
Total Fees		<i>TX to 128/11678/40191/6905/7100000</i>			\$14,749.40
ATV		<i>71507.00</i>			
March 7 & 8	ATV Rental	ATV rentals 2			\$240.00
Total Fees					\$240.00
Date	Employee ID	Description	Hours	Rate	Amount
January 14, 2013	Fosselt Brent	Hoodoo			\$74.00
January 16, 2013	Fosselt Brent	Hoodoo			\$74.00
January 18, 2013	Fosselt Brent	Drill			\$42.00
March 7, 2013	Fosselt Brent	East Yakaon			\$74.00
March 8, 2013	Fosselt Brent	East Yakaon			\$74.00
March 9, 2013	Fosselt Brent	Clapp Basin			\$40.00
March 10, 2013	Fosselt Brent	East Yakaon			\$74.00
March 11, 2013	Fosselt Brent	Drill			\$42.00
March 12, 2013	Fosselt Brent	Three Mile			\$18.00
Total KM					\$512.00
Total Fees, ATV and Kilometres					\$15,501.40

s.21

**Confirmation**

Receipt 24955 has been created for you.

**Receive Items: Confirmation Details**

**Receipt Information**

Receipt Date 28-Mar-2013 15:31:07

**Received Item Details**

Receipt	Requisition	Description	Receipt Quantity	Unit	Packing Waybill Slip	Item Comments	Receipt Comments	Supplier
24955	9561	Amendment - Chartwell Consultants	10000	\$\$		Deact Rx and Rd Inspection. IDC required to recover \$1507.00; 128/71648/40191/6905/7100000	Deact Rx and Rd Inspection. IDC required to recover \$1507.00; 128/71648/40191/6905/7100000	CHARTWELL CONSULTANTS LTD.
24955	9561	HG District Road Deactivation Prescriptions	5501.4	\$\$		Deact Rx and Rd Inspection. IDC required to recover \$1507.00; 128/71648/40191/6905/7100000	Deact Rx and Rd Inspection. IDC required to recover \$1507.00; 128/71648/40191/6905/7100000	CHARTWELL CONSULTANTS LTD.

[Return to Receiving](#)

### Matched Invoice Coding Apron

Date Invoice Received:	21-Mar-13
I-Procurement Receipt #	24955
PO/Contract #	EN13NAE803A
Comments:	Invoice 13-175 for works under EN13NAE-803. Includes fees (\$1507.00) to recover by IDC from 128/71648/40191/6905/7100000 Leonard Munt EA

**Duke, Larry A FLNR:EX**

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**Subject:** Chartwell Deact and Clapp Road inspections rec'd  
**Entry Type:** Task

**Start:** Wed 2013-03-20 2:30 PM  
**End:** Wed 2013-03-20 3:00 PM  
**Duration:** 30 minutes

**From:** Duke, Larry A FLNR:EX  
**Sent:** Wednesday, March 20, 2013 3:03 PM  
**To:** 'Brent Fossett'; 'Ryan Biller'  
**Subject:** RE: Survey, Drill, East Yak, Clapp, updated

Thanks for this Brent,

I'll look over this right away. One thing I'm going to need is the tables minus the estimated costs. If you'd like, you could just send me the excel files and I'll do the edits.

How did you make out financially? Did the amendment cover all costs or do we need to amend the contract to extend?

Thanks,

Larry

~~~~~

Larry Duke, RFT  
Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (779) 260-0071

For information on resource roads, recreation and local emergencies follow me on Twitter at @LarryDuke5

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

From: Brent Fossett [<mailto:BFossett@chartwell-consultants.com>]  
Sent: Wednesday, March 20, 2013 2:56 PM  
To: Duke, Larry A FLNR:EX  
Cc: Ryan Biller

Subject: Survey, Drill, East Yak, Clapp, updated

Hi Larry,

Attached are the updated tables and maps for Drill Creek, East Yak, and Survey, as well as the Clapp Basin Road temporary access recommendations. The Survey Creek file also has some temporary works tables for getting a lowbed and equipment in to remove the Three Mile Creek bridge.

This should bring all deliverables up to date.

I'll be away until next week, but if you have any questions email or call.

Cheers.

Brent Fossett, RFT

Forestry Engineering Technologist

Roads Specialist

102-7134 Vedder Road

Chilliwack, BC V2R 4G4

Office: 604.847.0510

Cell: 604.302.3293

Fax: 604.986.0361

[bfossett@chartwell-consultants.com](mailto:bfossett@chartwell-consultants.com) <<mailto:bfossett@chartwell-consultants.com>>



Ministry of  
Forests, Mines  
and Lands



# PURCHASE ENCUMBRANCE FORM

 NEW

 ADJUSTMENT

 CLOSE

 FINALLY CLOSE

PO / Req. #: EN13NAE-803 TOTAL: \$ 49,794.00 - AMENDMENT ADDS \$10,637.20

Supplier Name: Chartwell Consultants Ltd. Supplier #:

Address: #210 - 275 Fell Avenue North Vancouver British Columbia V7P 3R5

| LINE # | DESCRIPTION<br>(mandatory)         | QUANTITY<br>(\$ value of line) | CHARGE ACCOUNT |       |              |      |         |  |
|--------|------------------------------------|--------------------------------|----------------|-------|--------------|------|---------|--|
|        |                                    |                                | Client         | RC    | Service Line | STOB | Project |  |
| 1      | FY## - PO # - description          |                                |                |       |              |      |         |  |
| 2      | EN13NAE-803 Bill 28 Deact Rx Haida | 40,637.20                      | s.17           | 71648 | 43998        | 7205 | 7128134 |  |
| 3      | EN13NAE-803 Bill 28 Deact Rx BCTS  | 19,794                         | s.17           | 71648 | 43998        | 7205 | 7128133 |  |
| 4      |                                    |                                |                |       |              |      |         |  |
| 5      |                                    |                                |                |       |              |      |         |  |

- PROCUREMENT PROCESS**  
(mandatory for all contracts)
- 100 Open competitive process
  - 200 Direct Award - Public sector organization
  - 201 Direct Award - Sole source
  - 202 Direct Award - Emergency
  - 203 Direct Award - Security order, etc.
  - 204 Direct Award - Confidentiality
  - 205 Direct Award - Notice of Intent
  - 206 Direct Award - No justification (Not recommended - DO NOT USE)
  - 207 Direct Award - Under \$25,000 and meets criteria specified in FS1340 form
  - 208 Direct Award Transfer Payment - Transfer Under Agreement-Financial Assistance
  - 209 Direct Award Transfer Payment - Transfer Under Agreement-Shared Cost or Public / Private Partnership
  - 300 Direct invitation to selected vendors
  - 400 Selected vendor from pre-qualification list
  - 401 Competition among vendors on a pre-qualification list
  - 500 Purchase from a Corporate Supply Arrangement
  - 600 Other purchase process
  - 602 Other Transfer Payment (TUA not covered above, grant, or entitlement)

- TRADE EXCLUSION LIST**
- 100 Purchase subject to TILMA/AIT
  - 200 Purchase below applicable TILMA/AIT threshold
  - 300 Purchase of an exempted commodity/service
  - 400 Excluded - Emergency
  - 500 Excluded - security, order, etc.
  - 600 Excluded - Product compatibility/exclusive rights
  - 700 Excluded - Procurement of prototype
  - 800 Excluded - Regional/Economic development
- AMENDMENT  
ADD'S  
10,637.20 To  
Proj 7128134*

- PO CLASS**
- | Code                                  | Description                                 |
|---------------------------------------|---------------------------------------------|
| <input type="checkbox"/> A            | Transfers Under Agreement                   |
| <input type="checkbox"/> BE           | Business Expense Approval                   |
| <input checked="" type="checkbox"/> C | Contracts and Letters of Agreement          |
| <input type="checkbox"/> CSA          | Corporate Supply Arrangement                |
| <input type="checkbox"/> E            | Entitlements                                |
| <input type="checkbox"/> EPO          | Emergency Purchase Order                    |
| <input type="checkbox"/> F            | Forecast - Creates a soft commitment        |
| <input type="checkbox"/> G            | Transfers - Grants                          |
| <input type="checkbox"/> LPO          | Library Purchase Order                      |
| <input type="checkbox"/> O            | Other Commitment Document                   |
| <input type="checkbox"/> POSO         | Purchase Order on a Standing Offer          |
| <input type="checkbox"/> PU           | Purchase Order (Purchasing Services Branch) |
| <input type="checkbox"/> R            | Requisition (Purchasing Services Branch)    |
- 9353  
Amendment  
Entered  
Req# 9353*

START DATE (Y M D)  
2012/04/01

END DATE (Y M D)  
2013/03/31

- CATEGORY**  Goods  Services
- Aviation Services Contract (Wildfire Management Branch)
  - Consulting and General Services
  - Transfer Under Agreement
  - Custom Contract (Appr. by Legal Services)
  - Engineering Equipment Rental Agreement
  - Fire Suppression Equipment Rental Agreement
  - Grant / Entitlement
  - Implementation Contract
  - Local Minor Works/Services
  - Major Works
  - Memo of Understanding (Inter-agency)
  - Minor Works
  - Operational Services
  - Other (Please Specify)

APPROVED EXPENSE AUTHORITY Y M D ENTERED BY: Y M D

# COMPETITIVELY TENDERED CONTRACTS - AMENDMENT APPROVAL

File/Contract No: 10005-40/EN13NAE-803

Contract Manager (coordinator): Larry Duke

Full Legal Name of Contractor: Chartwell Consultants Ltd.

Description of Service or Works: Bill 28 Road Deactivation Prescriptions

|                          |             |                                       |                                 |
|--------------------------|-------------|---------------------------------------|---------------------------------|
| Original Contract Value* | \$42,794.00 | Term Start Date: <u>April 1, 2012</u> | End Date: <u>March 31, 2013</u> |
| Amendment Amount*        | \$          | Term Start Date: _____                | End Date: _____                 |
| Amendment Amount*        | \$          | Term Start Date: _____                | End Date: _____                 |
| <b>TOTAL</b>             | \$          |                                       |                                 |

*\*Attach copies of any previously completed Justification and Approval forms pertaining to this contract.*

**Contract Amendment Definition:** means any change to an existing contract by means of a ministry Contract Modification Agreement form (FS 600).

**The following applies when amendments are being considered:**

- All contract amendments shall be in writing, using the Contract Modification Agreement form (FS 600).
- A written justification and rationale must be placed on the contract case file for **all** contract amendments and must document:
  - i) why it is not reasonable or cost-effective to go to competition; and
  - ii) why the contract is being amended; and,
  - iii) consideration has been given to fair and equitable access to government contracts.
- A contract amendment to extend the term of the contract for a reasonable period of time is allowable when an unforeseen event has delayed the delivery of specific contract outputs.
- A contract amendment must not be used to substantially change the nature and intent of the original contract.
- Contracts shall not be split to avoid the obligation of obtaining approvals.

**Except in an emergency, contract expense authorities shall not enter into an amendment before:**

- Determining the amendment is necessary to the success of the project and is within the requirements and policies set out in Chapter 21 of the Contract Management Manual;
- Confirming, if the amendment authorizes a contract price increase, that funds are available and can be committed to the project; and
- All required ministry approvals have been obtained.

“**Emergency**” means any situation which constitutes an *imminent* and serious threat to human safety, Crown land or resources, ministry or private property, or otherwise has the imminent potential to result in significant loss to the ministry. Examples are: forest fire, flooding, landslide, imminent loss of tree seedlings, accidents in the application of herbicides or fertilizers that threaten water supplies.

**Requirement for Competition:**

- A. Where a proposed contract amendment will increase the value of an existing works or service contract by more than 25%, consideration shall be given to the principle of providing fair and equitable access to all contractors. Such work shall be accomplished by means of a separate, competitively awarded contract where it is known that:
1. Other contractors are available to undertake the work; or
  2. There is an expectation that competitive forces will result in an equal or lower price than can be negotiated with the existing contractor, taking into account the costs and delays associated with conducting a competition;

However, it shall not:

3. Compromise the existing contractor’s ability to complete the original work; or,
4. Be so interwoven with the existing contract work as to make a separate contract impracticable.

B. Where the decision is made under Paragraph A to negotiate a contract increase with the existing contractor, negotiations may commence before, but a final contract amendment shall not be entered into without Expense Authority approval, as the next hierarchical expense authority may not approve the request or may dictate that the work be competitively awarded.

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**CONSIDERATION WHEN CONTEMPLATING A CONTRACT AMENDMENT**

Ensure an amendment is not entered into before establishing:

- It is necessary to the success of the project (i.e., extension in time due to unforeseen event that caused delays)
- Must not be used to substantially change the nature and intent of the original contract
- Funds are available and encumbered
- Written circumstances and rationale are on the contract case file
- The amendment is in writing and has been executed before commencement of the work
- Where amendment increases value by more than 25%, consideration has been given to the policy on Requirement for Competition (Section 21.2.1 of the Contract Management Manual) and documented
- If re-awarding a contract without competitive process for the same or similar work, to the same contractor, within three months of the completion/expiry of the previous contract, a new contract must be entered into and approvals must be obtained as though it were an amendment to the original contract
- WorkSafe BC is to be notified by faxing or mailing a copy of the amendment for all contracts where the value was less than \$25,000 but which have been extended, renewed or amended to increase the value of the contract in excess of \$25,000
- Where the performance security is guaranteed by a performance bond, notice must first be given to the bonding company as per Section 21.6 of the Contract Management Manual

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**Amendment Approval Levels Required to Competitively Tended Contracts:**

- Expense authority** approval and amendment execution (as per the Expense Authority Matrix) is required where the value of the original contract will increase by 25% or less (includes accumulative amendments) or will **not** cause the value of the contract to exceed the allowable Expense Authority Matrix levels.

\_\_\_\_\_  
Signature of Expense Authority

Feb 26/13  
\_\_\_\_\_  
Date Signed

Leonard Munt, District Manager – Haida Gwaii Natural Resource District  
\_\_\_\_\_  
Printed Name of Expense Authority

- Next direct hierarchical expense authority** approval and amendment execution (as per the Expense Authority Matrix) is required where the value of the original contract will increase by more than 25% or will cause the value of the contract to exceed the allowable Expense Authority Matrix levels.

\_\_\_\_\_  
Signature of Expense Authority

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Expense Authority

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## JUSTIFICATION AND RATIONALE

### **Overview**

In December of 2011 The Haida Gwaii District advertised an Invitation to Tender seeking a contractor to perform deactivation prescriptions for roads converted into District Manager FSRs under the Bill 28 Revitalization process. The Contract was awarded to Chartwell Consultants Ltd. The contract included the option to re-new clause as it was not expected that all roads would be assessed prior March 31, 2012 due to snow fall accumulations. The option to renew clause was executed in April of 2012 so that works could continue in the 2012 field season.

As works progressed, it became apparent that the number of units for the project was under estimated. The Contract Payment schedule established "Days" as the units of work. The number of "days" was under estimated due to the following factors:

1. Heavy brush on roads resulting in slower access and assessment times
2. Roads found with surfacing material removed were initially considered as being deactivated and were not assessed. A random audit of these roads afterwards found that drainage structures were still in place on some roads. These roads now require inspection to verify if crossings still exist and if found, deactivation prescriptions written.

The District Engineering Department is seeking contract amendment approval which includes the addition of funds to keep working on deactivation prescriptions to the end of March so that tenders for the deactivation works can be prepared and posted for the 2013 field season.

### **Review of Amendment Against Contract Policy**

An expense authority is not to approve an amendment unless:

1. It is necessary to the success of the contract and within the requirements of policy
  - a. An amendment to this contract is required so that the remaining road deactivation prescriptions can be completed in time for the 2013 field season. The 2013 field season is the last opportunity the Ministry has to deactivate Bill 28 roads with funds allocated under this initiative. A delay in completing these prescriptions reduces the Ministry's ability to successfully deactivate all roads before the fall of 2013.
  - b. This amendment is less than 25% of the original contract amount. The expense authority can approve this amendment.
2. The required funds are available and can be committed to the project
  - a. Bill 28 deactivation liability funding has been approved until March 31, 2014.  
Gino Fournier, CEG Leader, can verify the funds have been allocated to the Haida Gwaii District.
3. All required Ministry approvals have been obtained.
  - i. None are known to be required
  - ii.

The District's goal is to complete all Bill28 road deactivations during the 2013 summer field season. Roads that are not deactivated will remain as District liabilities and will have to be booked against the FSR Liability Fund for deactivation beyond March 31, 2014.

## Details of Contract Amendment

This contract amendment is for the following:

1. An increase in the value of the contract by \$14,616 for additional Fees as listed in Schedule B – Contract Payment. This increase equates to a 34% increase to the original value of the contract (\$42,794.00).
2. Extend the contract from April 1, 2013 to May 31, 2013 – to give time to complete the prescriptions with a buffer for weather (snow).
3. Adds a road inspection not part of Bill 28 but similar in works. The District holds a right of way use agreement with a private land owner and prior to opening the road up for the summer season, a road and structure inspection is required. Funds for this are provided by the District.

The District Engineering Department has engaged with Vicky Taylor, Senior Ministry Contract Procurement Specialist, in regards to the specifics of this contract and its amendment and she confirms that we are working within contract policy.

Larry Duke  
District Engineering Officer  
February 26, 2013

### Attachments:

1. FS600 Contract Modification Agreement #1 dated February 25, 2013
2. FS 1-A Services showing amendment in bold
3. FS1-B Payment showing amendment in bold



Ministry of  
Forests, Lands and  
Natural Resource Operations

# Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: 10005-40/EN13NAE-803  
THIS MODIFICATION AGREEMENT dated for reference February 26<sup>th</sup>, 2013.

PROJECT NAME: Haida Gwaii District Deactivation Prescriptions

**BETWEEN**

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

Haida Gwaii Natural Resource District  
(the "Province", "we", "us", or "our" as applicable) at the following address:  
PO Box 39 Queen Charlotte BC, V0T 1S0

Telephone: 250-559-6200 Fax: 250-559-8342 E-mail Address: Larry.duke@gov.bc.ca

Ministry Representative: Larry Duke

Alternate (if applicable):

**AND**

Chartwell Consultants Ltd.  
(the "Contractor", "you", or "your" as applicable) at the following address:  
#210 – 275 Fell Ave North Vancouver, BC V7P 3R5

Telephone: 604-980-5061 Fax: 604-986-0361 E-mail Address: rbiller@chartwell-consultants.com

Contractor Representative: Ryan Biller  
Corporate Business Number: BC0616921  
WorkSafe BC No: 654039 and/or POP No.

- A. The Parties entered into an Agreement dated for reference April 1, 2012, (hereinafter called the "Agreement"),

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- B. The Parties agree to amend the Agreement as follows:
  - 1. Schedule A attached to the Contract dated April 1, 2012 is amended in Section 1. The Services - to add the Clapp Road inspection (attached to this agreement and shown in bold text).
  - 2. Schedule B attached to the Contract dated April 1, 2012 is amended in Section 1. Fees – to increase the Fees in Schedule B – Contract Payment by \$10,637.20 (attached to this agreement and shown in bold text) to a new total estimate of \$53,431.20.

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- 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:

|                                                                                                              |                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province</p> | <p><b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)</p> |
| <p>(Signature of authorized Ministry Expense Authority)</p>                                                  | <p>(Signature of Contractor or Authorized Signatory)</p>                                                                                |
| <p>Leonard Munt<br/>(PRINTED NAME of authorized representative)</p>                                          | <p>Rob Deines<br/>(PRINTED NAME of Contractor or authorized signatory)</p>                                                              |
| <p>Dated this <u>26</u> day of <u>Feb</u> 20<u>13</u></p>                                                    | <p>Dated this <u>26</u> day of <u>FEBRUARY</u> 20<u>13</u></p>                                                                          |



# Schedule A - Services

File: 10005-40/EN 13 NAE 803

Attachment to the Agreement with Chartwell Consultants Ltd. for Haida Gwaii District Deactivation Prescriptions.

## 1. THE SERVICES

The Contractor shall provide the following Services:

### DEACTIVATION PRESCRIPTIONS

1. A Qualified Registered Professional (RFT, RPF) must prepare, sign and seal the deactivation prescriptions for the project, and provide the results of any assessments prepared by other qualified professionals (eg. Geoscientist, biologist, archaeologist) and ensure that the deactivation prescription is reviewed by the District Engineering Officer for conformance objectives.
2. The Senior Crewperson must have 5 or more years of proven experience completing deactivation prescriptions on coastal terrain.
3. The contractor will carry out a field assessment and prescribe deactivation techniques at specific locations (shown on the attached maps and tables). This task requires:
  - a. collect road information by hip chain traverse or use a GPS, identifying potential stability and drainage hazards;
  - b. evaluating the risk to resources; and
  - c. marking prescription activities in the field.
    - i. The contractor must tag all open bottom structures with a permanent tag system that is referenced in the deactivation prescription tables.
4. The field assessments will include details on the current condition of the road including:
  - a. condition of drainage structures
  - b. degree of vegetation encroachment
  - c. instabilities
  - d. existing deactivation measures
  - e. any existing access problems that may prevent or impede equipment access to the end of the road to start deactivation work
5. When carrying out a field assessment and developing prescriptions, the contractor consider both the landslide hazard associated with the road and the risk to downslope and downstream resources. The contractor must identify areas outside of its professional (RFT, RPF) limitations and provide other qualified professionals to complete the required assessments (eg. Geoscientist, Engineers, Biologists).
6. The contractor will collect and record other useful site data that provides rationale for the prescriptions.
7. The contractor will use a standard field data form to enhance the consistency and quality of data gathering. Reference the Engineering Manual Appendix 7.1 for an Example Data Form for Deactivation Field Assessments.

## SCHEDULE A

### SERVICES (Continued)

8. The contractor will provide maps, tabular summary and a report (which may be submitted by geographical area or road system) as described in Section 7.5.2 of the Ministry of Forest and Range Engineering Manual.
9. Tabular road summaries must include a cost estimate for the works prescribed.
10. For further information, reference Chapter 7 of The Ministry of Forest and Range Engineering Manual which is located at [http://www.for.gov.bc.ca/hth/engineering/documents/publications\\_guidebooks/manuals\\_standards/Eng-Manual.pdf](http://www.for.gov.bc.ca/hth/engineering/documents/publications_guidebooks/manuals_standards/Eng-Manual.pdf).
11. All work performed under this contract will be to the above standards. The Contractor must also consider any other current industry standard or best management practice pertaining to road development or maintenance while conducting works.

### **ROAD INSPECTION**

1. **Perform an inspection of the Clapp Basin Road in Rennell Sound Station 0+000 to 3+300 km. The works will include a field inspection, load ratings on the wooden box culverts and wood stringer bridges, and an upgrade plan to mitigate the low load ratings to safely transport boat launch panels. Prepare and submit a final report with findings and recommendations.**

### **2. KEY PERSONNEL**

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

- Brent Fossett, RFT
- As approved by a Ministry Representative

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

### **3 SUBCONTRACTOR**

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

- As approved in writing by a Ministry Representative

### **4. OPTION-TO-RENEW**

This agreement may be renewed for a further Term of "one year" to a maximum of three terms, by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by the Province. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

### **5. DOCUMENTS**

The following documents form part of Schedule A:

1. Overview Map
2. Skidegate Area Road Map
3. Skidegate – Survey NSR Detail Map

SCHEDULE A

SERVICES (Continued)

4. Alliford-Cumshewa Road Map
5. Chadsey Road Map
6. Dinan Road Map
7. Ferguson Road Map
8. Road Tables



# Schedule B – Contract Payment

File: 10005-40/EN 13 NAE 803

Attachment to the Agreement with Chartwell Consultants Ltd. for Haida Gwaii District Deactivation Prescriptions.

## 1. FEES

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

| Item No.                     | Item or Description of Work                                                                                          | Unit of Measurement      | A<br>Estimated Quantity | B<br>Price Per Unit Excluding HST | C<br>Extended \$\$. <del>¢¢</del> Amount Excluding HST<br>(C = A x B) |
|------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|-----------------------------------|-----------------------------------------------------------------------|
| 1                            | One Person (senior tech) for road inspection/deactivation/reactivation prescription survey. Includes P.Geo and P.Eng | Day Rate<br>(9 hour day) |                         |                                   | \$7,830.00                                                            |
| 1a<br>Amendment              | One Person (senior tech) for road inspection/deactivation/reactivation prescription survey. Includes P.Geo and P.Eng | Day Rate<br>(9 hour day) |                         |                                   | \$7830.00                                                             |
| 2.                           | Two person crew for road inspection/deactivation/reactivation prescription survey (includes senior tech)             | Day Rate<br>(9 hour day) |                         |                                   | \$28,620.00                                                           |
| 3                            | Forest Professional for sign/certification of deactivation prescriptions/road inspections and riparian assessment    | Hourly Rate              |                         | s.21                              | \$ 1,914.00                                                           |
| 3a<br>Amendment              | Forest Professional for sign/certification of deactivation prescriptions/road inspections and riparian assessment    | Hourly Rate              |                         |                                   | \$2807.20                                                             |
| 4.                           | Geoscientist (P.Geo) or Professional Engineer (P.Eng) report preparation                                             | Hourly Rate              |                         |                                   | \$2,610.00                                                            |
| 5                            | Junior engineering/office Technician (road Eng, Reports, cost estimates, etc.)                                       | Hourly Rate              |                         |                                   | \$1,820.00                                                            |
| <b>Total Estimated Fees:</b> |                                                                                                                      |                          |                         |                                   | <b>\$53,431.20</b>                                                    |

- Day rate is defined as 9 hours roundtrip from and back to the marshalling point.

# SCHEDULE B

## CONTRACT PAYMENT

- The marshalling point is the Village of Queen Charlotte

- 1.02 If you provide the Services for less than or more than the required hour/day, your fees for that hour/day will be reduced or increased proportionally.
- 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 total fees payable to you in accordance with this Schedule in the amount of \$42,794.00 without the **prior written** approval of the Ministry Representative.

### 2. EXPENSES

- 2.01 We will pay you the following expenses exclusive of HST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
  - (b) in our opinion, necessarily incurred by you in providing the Services; and
  - (c) pre-approved by the Ministry Representative including:
    - i) crew transportation from the marshalling point to the primary access point of an operational area (see overview map for primary access points and set distances from Queen Charlotte). Crew transportation expenses include helicopter, boat and truck.
    - ii) Private vehicle use of \$0.50 per kilometre. Applicable only when driving beyond 32 kilometres from the marshalling point and to the point of access to an operational area.
    - iii) ATV rate of \$120 per machine per day.
- 2.02 In no event will **expenses** payable to you, in accordance with this Schedule, exceed, in total: \$7,000.00.

### 3. TOTAL PAYABLE

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total an estimated \$49,794.00.

### 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.

### 5. SUBMISSION OF STATEMENT OF ACCOUNT

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us at the end of each month that services were provided.
- 5.02 The Statement of Account(s) must show the following:

## SCHEDULE B

### CONTRACT PAYMENT

- (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) Contract Number: **EN13NAE-803**;
- (c) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, days, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed (including road section names/ID) during the Billing Period, including a declaration that the Services have been completed;
- (d) 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;
- (e) if you are claiming reimbursement of any HST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (f) the calculation of any applicable HST tax payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item;
- (g) your HST registration number, and
- (h) any other billing information reasonably requested by us.

5.03 Within thirty 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:

Larry Duke  
Haida Gwaii District  
PO Box 39  
Queen Charlotte, British Columbia  
V0T 1S0

**Duke, Larry A FLNR:EX**

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**Subject:** EN13NAE-803 Amendment - sent to Gino  
**Entry Type:** E-mail Message  
**Start:** Mon 2013-02-25 1:00 PM  
**End:** Mon 2013-02-25 1:10 PM  
**Duration:** 10 minutes

Signed copy rec'd from Ryan. Sent to Gino

**From:** Duke, Larry A FLNR:EX  
**Sent:** Monday, February 25, 2013 1:10 PM  
**To:** Fournier, Gino FLNR:EX  
**Subject:** PRIORITY - Bill 28 FSR Deactivation Contract Amendment - For Sharon's approval

Hi Gino,  
As mentioned to you on the last conference call, I need to have Sharon approve this contract amendment. This amendment is for Chartwell Consultants to complete the deactivation prescriptions up here on our Bill 28 roads.

We need \$14,616 and an extension to May 31 to get it all done.

We hit delays due to bushy roads. The big surprise was what we found on a bunch of roads in the East Yak area. They stripped the roads out there to use the rock on new roads. When we encountered these roads, we made the assumption that they were deactivated. I took a walk out there a few weeks ago and found 2 wood stringer bridges were still in place – up to 1 km in.

So now that our assumption has been shot to hell and a conversation with the contractor confirms that many crossings are still in, we need to do a check on these roads. The approach is to hit roads with a high probability of crossings on them (based on an office mapping review). Roads are rough but quad-able.

The combo of the bushy roads and inspecting the stripped roads has caused us to exceed our estimated number of units (days of work).

Goal is to get done by March 31, but I want the breathing room in case of weather – so we're looking for a May 31, 2013 end date.

I've also added a road and crossing inspection on our Clapp Road. s.13, s.17  
s.13, s.17

Thanks for walking this to Sharon. The attached approval form has a detail justification and rational. Call anytime if either of you have questions.  
Larry.

~~~~~  
**Larry Duke, RFT**  
Engineering & Recreation Officer  
Haide Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)

Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (779) 260-0071

**For information on resource roads, recreation and local emergencies follow me on Twitter at @LarryDuke5**

"Material and opinions contained herein are solely those of the author and do not necessarily represent in whole or in part the position of the BC Ministry of Forests, Lands and Natural Resource Operations".

**From:** Ryan Biller [RBiller@chartwell-consultants.com]  
**Sent:** Monday, February 25, 2013 12:44 PM  
**To:** Duke, Larry A FLNR:EX  
**Subject:** RE: Contract Amendment  
**Attachments:** Contract Modification Agreement No. 1 - Signed - Feb. 25 - 2013.pdf

Here you go Larry.

RB

**From:** Duke, Larry A FLNR:EX [<mailto:Larry.Duke@gov.bc.ca>]  
**Sent:** Monday, February 25, 2013 10:12 AM  
**To:** Ryan Biller  
**Subject:** Contract Amendment

Hey Ryan,

Here's the changed amendment. Just going with the contract extension as discussed – to May 31, 2013.

Have Rob sign and send a scan back to me.

I'll send to Nanaimo today for counter signature.

Larry.

~~~~~  
Larry Duke, RFT

## Duke, Larry A FLNR:EX

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**Subject:** EN13NAE-803 - Amendment  
**Entry Type:** Task  
**Start:** Sun 2013-02-24 9:30 PM  
**End:** Sun 2013-02-24 10:30 PM  
**Duration:** 1 hour

Draft done. Mod agreement with Schedule A and B sent to Ryan and Brent for comment.

**From:** Duke, Larry A FLNR:EX  
**Sent:** Sunday, February 24, 2013 10:35 PM  
**To:** 'Ryan Biller'; 'Brent Fossett'  
**Subject:** Draft Contract Amendment

Hey Ryan and Brent,

Here's the draft contract amendment. Contract policy people had me attached the Schedule A Services (to list the Clapp road inspection) and Schedule B Payment (to show the increase in Fees).

s.13, s.17

Part B of the Modification Agreement lists the 3 things this amendment is doing:

1. Option to renew to extend for another year
2. Adding \$14,600 to the value of the contract for this year to cover the works in March
3. Adding the Clapp road inspection.

I'd like to get this set by end of the Day Monday. I have to send it to Nanaimo for approval after it's signed at your end.

Take a look and call me to discuss,  
Thanks.

~~~~~  
**Larry Duke, RFT**

Engineering & Recreation Officer  
Haida Gwaii Natural Resource District  
email: [larry.duke@gov.bc.ca](mailto:larry.duke@gov.bc.ca)  
Tel: (250) 559-6223 Fax: (250) 559-8342  
Cell: (779) 260-0071

**For information on resource roads, recreation and local emergencies follow me on Twitter at @LarryDuke5**

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