

From: [Yablonski, Warren FLNR:EX](#)
To: [Guay, Christian FLNR:EX](#); [Johnston, Colin FLNR:EX](#)
Cc: [Blomberg, Paul R FLNR:EX](#); [Zanotto, Tony FLNR:EX](#)
Subject: FW: White Lake Stewardship Group Fall Meeting Oct 29, 2019
Date: Thursday, October 24, 2019 8:06:20 AM

Just thought I would forward this note onto you. WLRA is talking about the road along white lake.

Warren

-----Original Message-----

From: president@wlra [<mailto:president@wlra.ca>]

Sent: Wednesday, October 23, 2019 9:53 AM

To: Patrick Frank

Cc: Dearmond, Wes ENV:EX; Klassen, Andrew FLNR:EX; Julian Kuna; Hank Shelley; Alf Davy; Vickey Bischoff; Yablonski, Warren FLNR:EX; Carmen Massey; Jacob 'Sutra' Brett; Director Demenok; Nick Najda; Luke Gubbels; Darcy Mooney; Mark J. Hersey; Phil McIntyre-Paul; Kylo.MLA, Greg LASS:EX; Karen Brown
Subject: Re: White Lake Stewardship Group Fall Meeting Oct 29, 2019

Hello everyone,

Re Agenda item 4

With the upcoming WLSG meeting, we would like to add for your consideration a proposal to alleviate some concerns regarding White Lake water quality. What impact from the increased and intensified activity over the next few years from the South White Lake Blocks going to have on the Bastion - White Lake FSR ? We also have to take into account the operations that Canoe Forest Products currently operate here as well, extracting the harvest from their blocks up the peninsula. What we observe from km 2 (campsite) to km 3 (private parcel) is that the interface between the terrestrial environment and the aquatic environment is a forest service road transiting through the riparian and foreshore area for approximately 1km with the road surface at an elevation of about 1-2 meters above the lake level. Lacking a hydrologic or biology report, we would venture to say that all indications are that this is not a healthy habitat for fish, the western painted turtle and a host of other wildlife. There are many Acts and recommendations that should be applied here to protect the environment as they are intended to do.

We believe that the OSLMRP gives the FSR permit holder a 30 meter right of way through the Park, however the road was constructed at a period in time when stewardship and conservation were maybe not a high consideration. We believe the opportunity to correct this deficiency may be now, by proposing to explore the possibility of moving the FSR upslope 100 - 210 meters from the lake and deactivating the 1 km along the lake riparian zone. This would provide BC Parks and the Shuswap Trail Alliance with a level lakeside trail corridor to bridge the campsite to the Cedar Creek basin with many striking views. It would also mitigate the threat of sedimentation and vehicle chemicals from entering this unique, fragile Marl and Oligotrophic lake system and provide an opportunity to reinvigorate the riparian zone. The bridge crossing Cedar Creek needs to be upgraded as well as FSR drainage systems through out the Cedar Creek basin. The benefits of this venture could be noticeable for decades to come.

We are not sure what cost/benefit analysis each stakeholder would use but would like to put forth that the forestry companies

involved could fund much of the expense to publicly validate their community stewardship and sustainability initiatives. The timber value from the road construction could also be used in the analysis. The CSRD has requested that BCTS have meaningful consultation with the residents and have put forth the pertinent components in their Official Community Plan Area C which is policy only and does not override Crown Land or Park regulations. We assume BC Parks may be able to use their Impact, Risk and Project Assessment Processes as well. We are confident the WLRA members would support this initiative if it was viable, as it would provide the community with an opportunity to learn and display park / trail stewardship in their own backyard.

We acknowledge there are many processes involved, but all feedback on the feasibility of this proposal would be appreciated.

Sincerely,

Patrick Frank on behalf of the WLRA

On Tue, Oct 15, 2019 at 5:14 PM Patrick Frank <pfrank2010@gmail.com> wrote:

>

> Hello everyone,

> We would like to invite all of you to this important meeting as to the status of White Lake stewardship initiatives in the Cedar Creek basin area and White Lake. The meeting will be held at the White Lake Hall (lower level) Tuesday Oct 29 4pm-6pm. For those that are interested we can take a pre-meeting tour to the creek and lake, we can meet at the hall parking lot at 2:30.

> The agenda will be as follows;

> 1/ Group / introduction 15 minutes

> 2/ BC Freshwater Fisheries review results of fish inventory assessment and determine stocking strategy for the spring. 30 minutes

> 3/ BC Parks / Shuswap Trail Alliance update and discuss Cedar Creek trail initiative and spawning viewing area. 30 minutes

> 4/ Discuss concerns about the White Lake FSR transiting through the area from current and increasing operations. 30 minutes

> 5/ Close and review any action items coming from discussion. 15 minutes

> Please, respond if you or a representative are unable to attend or would like to request an add to the agenda.

> Thank you,

> Patrick Frank

>

>

>

>

>

>

From: [Fennell, Martin R FLNR:EX](#)
To: [Borrett, Bill A FLNR:EX](#)
Cc: [Blomberg, Paul R FLNR:EX](#); [Alway, Drew M FLNR:EX](#)
Subject: RE: White Lake FSR Capitalize discussion
Date: Thursday, October 31, 2019 3:41:26 PM
Attachments: [image001.png](#)

Hi bill,

I looked at Hans Capital Roads layer and the White Lake road that you are showing is identified as a Capital Road.

Martin Fennell, RFT
Engineering Program Specialist
Southern Engineering Group
Phone: 250-371-3708
Cell: 250-318-7186

From: Borrett, Bill A FLNR:EX <Bill.Borrett@gov.bc.ca>
Sent: October 31, 2019 3:09 PM
To: Fennell, Martin R FLNR:EX <Martin.Fennell@gov.bc.ca>
Cc: Blomberg, Paul R FLNR:EX <Paul.Blomberg@gov.bc.ca>
Subject: White Lake FSR Capitalize discussion

Marty – Just wondering about how we go about Capitalizing a road. Was at a community meeting... drank the cool-aid...

White Lake FSR is not a Capitalized road. If it was, we could potentially put some money towards it sometime in the event we have money for capitalized project work...

Anyway – I thought I would write this blurb and send it out to start a discussion...

I have added this White Lake Stewardship Group little blurb too , to show you that there is some organization behind a group wanting help with Roadworks.

What say you?

Regards, Bill Borrett, RFT

Engineering Technician

Okanagan Shuswap District

Ministry of Forests, Lands and Natural Resource Operations

2501-14th Ave., Vernon, BC

Phone: (250) 558-1700

Cell 250-558-9372



Regards, Bill Borrett, RFT

Engineering Technician

Okanagan Shuswap District

Ministry of Forests, Lands and Natural Resource Operations

2501-14th Ave., Vernon, BC

Phone: (250) 558-1700

Cell 250-558-9372



From: [Yablonski, Warren FLNR:EX](#)
To: [Borrett, Bill A FLNR:EX](#)
Cc: [Guay, Christian FLNR:EX](#)
Subject: RE: White Lake Capitalized road - Potential work
Date: Friday, November 1, 2019 10:56:20 AM
Attachments: [image001.png](#)

Makes sense to me Bill, I will touch base with Jeff from Canoe and we will try to get some estimates of cost and find a source.

Warren

From: Borrett, Bill A FLNR:EX
Sent: Friday, November 1, 2019 10:53 AM
To: Yablonski, Warren FLNR:EX
Cc: Guay, Christian FLNR:EX; Blomberg, Paul R FLNR:EX
Subject: RE: White Lake Capitalized road - Potential work

Sounds good, once we get a ball park cost estimate I will start the conversation within my Engineering group.

I was thinking to have ready for my cost estimate for my people:

- raising road 1-2 m. with large ballast material – approx.. 1.0 km in length.
- topped with Filter cloth (to avoid loss of material through large ballast and prevent any potential “pumping” of water through road substrate
- finer road surface material on top of filter cloth
- Professional road design – this can be later obviously if project gets approved

*Maybe Gormans contribution could be provide us a Cost estimate for project – they may know more of costs since they had mentioned they have raised the road in the past....

Thanks for your attention on this.

From: Yablonski, Warren FLNR:EX <Warren.Yablonski@gov.bc.ca>
Sent: November 1, 2019 10:32 AM
To: Borrett, Bill A FLNR:EX <Bill.Borrett@gov.bc.ca>
Cc: Guay, Christian FLNR:EX <Christian.Guay@gov.bc.ca>
Subject: RE: White Lake Capitalized road - Potential work

Bill

I didn't see White lake on the list so thought that is was not capitalized road. I have put some money in my budget for next year to assist with the project. I was thinking I would budget about 40K for the

project. We definitely need to get out and do an estimate and see what we can do there. Finding a rock source will be number one. It doesn't seem to me like Gormans will be coming up with some cash but maybe they will help with some in kind work in terms of a machine or to develop some rock or something. We can do some checking around for rock here soon and maybe that will get us an idea on costs. I will try to arrange to get out there next week before we get winter on us.

Warren

From: Borrett, Bill A FLNR:EX
Sent: Friday, November 1, 2019 10:19 AM
To: Guay, Christian FLNR:EX; Yablonski, Warren FLNR:EX
Cc: Blomberg, Paul R FLNR:EX
Subject: White Lake Capitalized road - Potential work

Gentlemen....so you can see from the Capitalized road list that the White Lake FSR indeed is a Capitalized road – (I too was under the impression it was not)

I drank the cool-aid from the community meeting and agree the road is not in the best location/state for being so close to a high recreational/fishing lake.

So I am going to start the discussion about putting this road forward as a POTENTIAL future project. As you know there are oodles of road projects and potential nice to do projects like this throughout the district. All we can do is try to Float this through the Capital Project funding process and see what happens.

So that said....here is my ask (again this is just starting the conversation):

- Does BCTS have any \$ to contribute?
- From previous conversations you may have had with Gormans – if BCTS and the Ministry put in some \$ would they be interested in putting in some \$
- There needs to be a cost estimate put together - I suggest that we elevate the road 1-2m.
 - Would BCTS or Gormans be interested in providing a quick estimate since you have had experience working in that area (you may know of reasonable rock source)

I know that the WLSG has plans for an alternate road location – but in the event that doesn't come to fruition, we can have this plan in place we can present the idea to them if it ever gets approved.

What say you?

From: Borrett, Bill A FLNR:EX
Sent: October 30, 2019 9:37 AM
To: Guay, Christian FLNR:EX <Christian.Guay@gov.bc.ca>; Yablonski, Warren FLNR:EX <Warren.Yablonski@gov.bc.ca>

Subject: DOS Capitalized road list

FYI – here is the list of our Capitalized roads.

Warren - reminder if you get any photos of the siltation deposits into the lake from the traffic on the section of road in question please forward them on.

Looking into the process and what is required to get a road capitalized and I will keep you informed as I was no help to you when I was asked...

Regards, Bill Borrett, RFT

Engineering Technician
Okanagan Shuswap District
Ministry of Forests, Lands and Natural Resource Operations
2501-14th Ave., Vernon, BC
Phone: (250) 558-1700
Cell 250-558-9372



Regards, Bill Borrett, RFT

Engineering Technician

Okanagan Shuswap District

Ministry of Forests, Lands and Natural Resource Operations

2501-14th Ave., Vernon, BC

Phone: (250) 558-1700

Cell 250-558-9372



From: [Rupar, Jamie FLNR:EX](#)
To: [Borrett, Bill A FLNR:EX](#)
Cc: [Blomberg, Paul R FLNR:EX](#); [Rupar, Jamie FLNR:EX](#); [Fennell, Martin R FLNR:EX](#); [Smiley, Trevor FLNR:EX](#); [Findlay, Emily FLNR:EX](#)
Subject: Re: Potential Capital Project - White Lake FSR - Allocation
Date: Thursday, November 14, 2019 10:30:23 AM

Hi Bill,

We have allocated \$10,000 for the project for the 2020 fiscal year in order to get survey and design work done. This will be a District led project. Marty has some good suggestions on this project and Emily has shown an interest in helping out. I suggest you touch base with Marty before moving forward.

Cheers,

Jamie

Sent from my iPhone

> On Nov 14, 2019, at 8:47 AM, Borrett, Bill A FLNR:EX <Bill.Borrett@gov.bc.ca> wrote:
>
> Roughly 1.0 - 1.5 m....
>
> There would obviously need some community meetings etc..and some roadwork because there could be cutting into existing bank and widening required etc...
>
> -----Original Message-----
> From: Rupar, Jamie FLNR:EX <Jamie.Rupar@gov.bc.ca>
> Sent: November 14, 2019 8:45 AM
> To: Borrett, Bill A FLNR:EX <Bill.Borrett@gov.bc.ca>
> Cc: Blomberg, Paul R FLNR:EX <Paul.Blomberg@gov.bc.ca>
> Subject: Re: Potential Capital Project - White Lake FSR.
>
> Hi Bill,
>
> Roughly how much do you want to raise the grade?
>
> Cheers,
>
>
> Jamie
>
> Sent from my iPhone
>
>> On Nov 14, 2019, at 8:41 AM, Borrett, Bill A FLNR:EX <Bill.Borrett@gov.bc.ca> wrote:
>>
>> Jamie – I had previously sent a little blurb like this to Martin Fennel and Paul Blomberg.
>>
>> Work needed to be done:
>>
>> * Raise road with Large Ballast in the riparian lakeshore area (+/-900m.)
>>
>> Cost Estimate: -
>>

>>

>> * I really can't put a knowledgeable one in right now because I have requests out there to find a potential rock source, this will dramatically affect any cost estimate...please standby

>> * Hopefully this can be put on the radar at least and a more detailed cost to follow

>>

>>

>>

>> What say you?

>>

>> [cid:image001.png@01D59AC6.BD386710]

>>

>> <Bastion White Lake FSR.docx>

>> <WLSG - Document.pdf>

>> <image001.png>

From: [Blomberg, Paul R FLNR:EX](#)
To: [Yablonski, Warren FLNR:EX](#)
Cc: [Zanotto, Tony FLNR:EX](#); [Guay, Christian FLNR:EX](#); [Borrett, Bill A FLNR:EX](#)
Subject: RE: TSL A94420
Date: Wednesday, May 27, 2020 9:36:11 AM

File: 11250-32-5653.04 (Bastion Creek – White Lake FSR)

Hi Warren –

1. No problem If Government is putting-up the signs, otherwise the RUP holder, would require DM authorization to post signs.
2. Additional sediment control measures; hay bales, sediment fence...also a good practice.
3. I would ask that we message Canoe Forest Products with this plan as they are the 'Primary Maintainer' on the 0-4-Km section of this FSR.

Thank you for being proactive.

Paul

Paul Blomberg, RFT | District Engineering Officer | FLNR Okanagan Shuswap Natural Resource District
phone (778) 943-6886 | fax (250) 549-5485 | cell (250) 309-2253

From: Yablonski, Warren FLNR:EX <Warren.Yablonski@gov.bc.ca>

Sent: May 27, 2020 8:42 AM

To: Blomberg, Paul R FLNR:EX <Paul.Blomberg@gov.bc.ca>

Cc: Zanotto, Tony FLNR:EX <Tony.Zanotto@gov.bc.ca>; Guay, Christian FLNR:EX <Christian.Guay@gov.bc.ca>

Subject: TSL A94420

Paul

BCTS has a TLS just started up in White Lake area A94420, you just signed a RUP for this on the 25th. I am a bit concerned about the white lake fsr 0-4km section, it is close to the lake in spots and the White lake group is concerned about sedimentation into the creek and lake. I would like to get on this before they start hauling out of there. I was wondering if you would be ok if we put up some slow signs through this section and possibly some straw bales and silt fence, and we will talk to our licensee about wet weather shut down. What do you think?

Thanks

Warren

Warren Yablonski, RPF
Woodlands Supervisor
BC Timber Sales - Okanagan Columbia
2501 – 14th Ave., Vernon BC V1T 8Z1



Phone (250) 558-1724 | Fax (250) 549-5485

Warren.Yablonski@gov.bc.ca

Forest Lands and Natural Resource Operations

From: [Zanotto, Tony FLNR:EX](#)
To: [Blomberg, Paul R FLNR:EX](#)
Subject: RE: South White Lake TSL A94420
Date: Monday, June 15, 2020 12:49:21 PM

Thanks Paul,
Colin and I are preparing the response.

From: Blomberg, Paul R FLNR:EX <Paul.Blomberg@gov.bc.ca>
Sent: June 1, 2020 10:06 AM
To: Zanotto, Tony FLNR:EX <Tony.Zanotto@gov.bc.ca>
Subject: RE: South White Lake TSL A94420

File: 11250-32-5653.04 (Bastion Creek – White Lake FSR)

Hi Tony –

Is Colin preparing the response? I would want to get a few matters, identified as problems in this letter, verified with BCTS as to what is factual. As for the alternate alignment here is a snap shot of what Landmark and the District will start to work-on – as discussed this morning it is not leaning toward a short term fix :

- It sounds like BCTS may have taken additional sediment control measures after this letter was created and these actions have not been recognized?
- The last sentence of this letter is concerning.

4 – White Lake

Current Situation

- This road is located close to White Lake. User groups are concerned about water quality, fish and animal habitat, aesthetics, recreation values etc.
- Access is still required to the general area for recreation, meeting current silviculture obligations, anticipated future harvest opportunities.

Landmark's Role

- Determine who the “players” are. Who uses the road, how much and for what purposes?
- Estimate the amount of volume that could be expected to be harvested in this general area in the next 5-20 years.
- Meet with local stewardship group regarding existing and potential road locations.
- Plan and field locate viable access alternatives.
- Plan option to raise the existing road by 1-2m and install specialized turtle crossing structures.
- Provide rough cost estimates along with a pros/cons summary of each options.

Paul
Paul Blomberg, RFT | District Engineering Officer | FLNR Okanagan Shuswap Natural Resource

District
phone (778) 943-6886 | fax (250) 549-5485 | cell (250) 309-2253

From: Zanotto, Tony FLNR:EX <Tony.Zanotto@gov.bc.ca>
Sent: June 1, 2020 9:37 AM
To: Blomberg, Paul R FLNR:EX <Paul.Blomberg@gov.bc.ca>
Subject: FW: South White Lake TSL A94420

To keep you in the know...

I will manage this one for now. Let me know if you have any insights that we have not already discussed.

From: Johnston, Colin FLNR:EX <Colin.Johnston@gov.bc.ca>
Sent: June 1, 2020 8:13 AM
To: Zanotto, Tony FLNR:EX <Tony.Zanotto@gov.bc.ca>
Cc: Crampton, Ray W FLNR:EX <Ray.Crampton@gov.bc.ca>; Guay, Christian FLNR:EX <Christian.Guay@gov.bc.ca>; Yablonski, Warren FLNR:EX <Warren.Yablonski@gov.bc.ca>
Subject: FW: South White Lake TSL A94420

Good Morning Tony

We will need to get the District perspective on the FSR situation before responding, the issue seems to have very little to do with the BCTS TSL and more to do with the FSR and its impact on the lake. We are happy to support some partnership work to get the situation improved or rectified but that's up to you folks in how you want to manage it. We should discuss.

Colin Johnston
Timber Sales Manager
BCTS Okanagan Columbia
250 558 1795

From: MacDougall, Gerry L FLNR:EX <Gerry.MacDougall@gov.bc.ca>
Sent: May 29, 2020 3:05 PM
To: Konkin, Whitney FLNR:EX <Whitney.Konkin@gov.bc.ca>
Cc: Crampton, Ray W FLNR:EX <Ray.Crampton@gov.bc.ca>; Johnston, Colin FLNR:EX <Colin.Johnston@gov.bc.ca>
Subject: Fwd: South White Lake TSL A94420

Hi Whitney,
Incoming for cliff and Colin response.

Thank you,

Gerry

Sent from my iPhone

Begin forwarded message:

From: "president@wlra" <president@wlra.ca>
Date: May 29, 2020 at 2:30:39 PM PDT
To: "MacDougall, Gerry L FLNR:EX" <Gerry.MacDougall@gov.bc.ca>
Subject: South White Lake TSL A94420

Dear Gerry,

The White Lake Residents Association approached BCTS (Vernon) last summer as they were initiating the process of public engagement of the South White Lake Consultation FDU in the Columbia Shuswap FSP. We started with a site tour on Sept 09 to view the proposed WL south slope cutblock sites. We followed a week later Sept 16th with an open information meeting with the community and BCTS representatives at our local hall. They outlined their plans followed by residential concerns expressed at the meeting.

During the consultation process we encountered some concerns and regulatory issues that have been impacting sustainable stewardship as they appear to not meet required standards and regulations. The primary concern is that the harvest extraction route travels through the White Lake Provincial Park that protects numerous red and blue listed species. The FSR transiting through the middle of the park and the sensitive fisheries area is experiencing sedimentation issues into the spawning creek. The BCTS (Vernon) management is aware of the issues as they have attended a meeting with BC Parks, Freshwater Fisheries and the White Lake Stewardship group outlining the plans and issues within the area. We currently have a portion of the old White Lake - Bastion FSR forming the aquatic and terrestrial transition zone through the White Lake riparian area for approximately 15-20% of the lake foreshore. The WLRA's primary concern is that water quality (residential drinking water) will be impacted by the WL South Blocks FDU. FLNROD currently has funding to engineer and ground proof a route to relocate the FSR upslope out of the provincial park and shoreline for approximately 1.5 km. We requested this work to be completed prior to any new harvesting activities.

However, on May 26th we received concerning news by the way of heavy equipment moving through the community in the last couple of days. BCTS conducted the sale and harvest of the blocks without any notification or transparency to the WLRA in this consultation process. We still have unresolved questions and concerns that have been brought forward but not answered.

There has been substantial work in this endeavor as many stakeholders are involved in this park area, designed to become a hub system for the Cinnamousin peninsula, an international destination trail system with upgraded spawning viewing platforms connecting to a 2.3 disability friendly trail system and other BC Park enhancements within the Cedar Creek basin. It is designed to promote environmental stewardship, First Nations and sustainability to a large number of the public. However with the sales of these blocks before the work of relocating the FSR is completed, it significantly compromises the efforts to promote economic, environmental and sustainable development for this portion of the Shuswap area.

In consideration we wanted to advise your office that we are now proceeding to provincial level agencies and representatives to seek mitigation of sediment issues in the White Lake watershed area.

Sincerely,

Patrick Frank, President 403-614-6448
Nick Najda - Mark Hersey, Forest Stewardship
Committee



www.wlra.ca

Regards, Bill Borrett, RFT

Engineering Technician

Okanagan Shuswap District

Ministry of Forests, Lands and Natural Resource Operations

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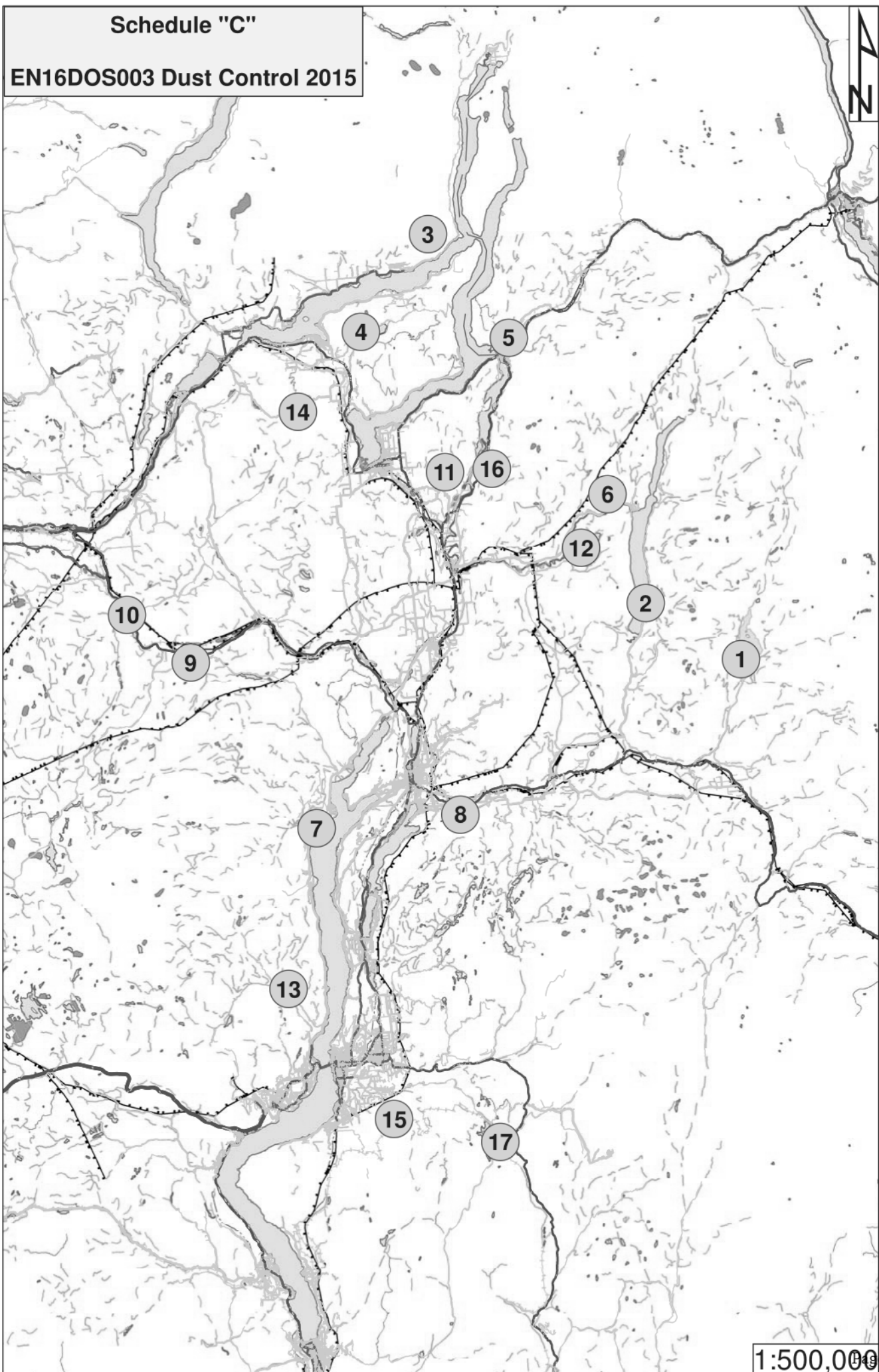


File: EN16DOS003 – Schedule 'C' Table and Map of Forest Roads for Dust Control, Okanagan Shuswap Natural Resource District

Location	Km.	PoC	PoT	Length (m)	Map Reference #
	0.0 - 41.0	0	41	41000	3
YEAR 2016*					
	0.0 to 0.7	0	0.785	785	1
	7.8 to 8.4	7.8	8.4	600	1
	9.0 to 9.4	9	9.45	450	1
	0.6 to 1.0	0.6	1.13	530	1
	1.2 to 1.4	1.2	1.47	270	1
	2.3 to 2.9	2.3	2.965	665	1
	5.4 to 5.6	5.4	5.6	180	1
	7.0 to 7.2	7	7.2	184	1
	7.6 to 8.0	7.6	8	400	1
	10.8 to 11.5	10.8	11.5	790	2
	12.7 to 12.9	12.7	12.9	205	2
	16.6 to 16.9	16.6	16.9	395	2
	17.2 to 18.0	17.2	18	880	2
	18.8 to 19.2	18.8	19.2	390	2
	20 to 20.4	20	20.4	400	2
	22.0 to 22.9	22	22.9	930	2
	23 to 23.4	23	23.4	445	2
	23.7 to 24.1	23.7	24.1	280	2
WHITE LAKE FSR					
Bastion FSR	1 to 3.0	1	3	1700	4
	0.0 to 0.9	0	0.9	900	4
	0.0 to 0.3	0	0.3	350	5
	0.8 to 1.1	0.8	1.1	300	5
	1.5 to 2.5	1.5	2.5	1000	5
	0 to 2.6	0	3	2600	6
	0 to 0.5	0	5	500	6
	0.0 to 1.130	0	1.13	1130	7

	0.0 to 0.4	0	0.4	400	8
	0.0 to 1.0	0	1	1000	9
	0.0 to 2.0	0	2	2000	10
	22-25-25.5-27		2	2000	11
	14 to 14.5	14.5	15	500	12
	9.0 to 10.0	9	10	1000	13
	0 to 0.8	0	0.8	800	14
	0 to 4.5	0	1	4500	15
	0 - 0.5	0	0.5	500	16
	80 to 74.5	80	74.5	5500	17

YEAR 2016* Renewal of the contract is not guaranteed for the work described in Year 2016. The Parties may agree in writing to extend this Agreement for a further Term to accommodate the required work described in Year 2016, however, this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.





THIS AGREEMENT made this 25th day of
June, 2013

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British
Columbia, as represented by the Minister of Forests, Lands and
Natural Resource Operations

Okanagan Shuswap District
2501 14th Ave
Vernon, B.C.
V1T 8Z1
(Address)

(herein called the "Province")

FILE NO.: 1070-20-ERA14DOS013

CLIENT NO./IDENTIFIER

AND

Okanagan Forestry Road Maintenance Ltd.

(Name)

PO Box 100, 87 Eastside Road

(Business Address)

Grinrod, B.C.

V0E 1Y0

(City, Province)

(Postal Code)

(250) 517- 8415

s.22

(Phone No.)

(Cellular Phone No.)

793516

(Fax No.)

W.C.B. Registration No.)

(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, *exclusive of the Harmonized Sales Tax*, [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 [\$] (HST Excluded)
780 Champion Grader	ZO2569X	1995 780A	780AP		

- (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.

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.

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.

- (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.

- (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.

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

CONTRACTOR

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

(Authorized Representative/Spending
Authority)

Lyle Knight RFT

Print Name

READ TERMS ON
REVERSE SIDE

(Contractor or Authorized Signatory)

Print Name

Date

Date

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

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 (exclusive of HST) 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) The Province will pay any applicable Harmonized Sales Tax (HST) on the monies due. Invoices must show the calculation of any applicable HST on fees to be paid as a separate line item.
- (f) 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 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, 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 in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.
- (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 Commercial 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 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) If the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, then the Contractor shall ensure that it applies for and obtains Personal Optional Protection under the *Workers' Compensation Act*.
- (iii) Comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions,
- (iv) 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 performed under this Agreement, and
- (v) Upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) 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/licensed 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 HST, 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.

PROCEDURES FOR COMPLETING AND USING THE EQUIPMENT RENTAL AGREEMENT

FS 21 Engineering Equipment Rental Agreement

- The FS21 may be used for one or more pieces of equipment owned by a particular supplier.
- The EES Client Number/Identifier field refers to existing FLNR Client Number or Key Identifier assigned in the BC Bid System.
- The equipment is listed in Clause 1(a) on the front page of the FS21 and on Schedule A if additional space is needed.
- Rates must be negotiated for each project and for each piece of equipment, using as a guideline the rates set out in the annual *Equipment Rental Rate Guide*, referred to as *the Blue Book* published by the B.C. Road Builders and Heavy Construction Association.
- If during a project, the Province requires a piece of equipment to be on standby, a new Schedule A is used to list the equipment and show the agreed-to standby rate (\$/hr). The Schedule A is dated, signed by both parties, and attached to the FS21.
- If during the life (term) of the FS21, a particular supplier wishes to add additional pieces of equipment to the list already provided and shown in clause 1(a), the additional equipment may be added to Schedule A.
- **The Worksite, Point of Hire, cost of Mobilization, and Demobilization, referred to in clause 3, are shown on the time cards. See Time Cards FS472 and FS472A for more details.**
- Clause 5 deals with termination of the agreement.
- Clause 6 simply describes that just because an agreement is signed, there is no obligation, by either party, to use the equipment listed in the agreement.
- Clause 10 describes payment for drilling and blasting operations and payment of explosive materials.

Schedule A

May 25, 2015 Schedule A Dust Abatement EN16DOS003				EN16DOS003							
Location	Km.	PoC	Pot	Length metres	Litres	Litres	Litres Proposed	Litres used Actual	Cost @	I	Charge to
	0.0 to 0.7		0	0.785	785	5024					
	7.8 to 8.4	7.8		8.4	600	3840					
	9.0 to 9.4	9		9.45	450	2880					
	0.6 to 1.0	0.6		1.13	530	3392					
	1.2 to 1.4	1.2		1.47	270	1728					
	2.3 to 2.9	2.3		2.965	665	4256					
	5.4 to 5.6	5.4		5.6	180	1152					
	7.0 to 7.2	7		7.2	184	1178					
	7.6 to 8.0	7.6		8	400	2560					
Cost per litre \$							26000				Recreation
	10.8 to 11.5	10.8		11.5	790	5056					
	12.7 to 12.9	12.7		12.9	205	1312					
	16.6 to 16.9	16.6		16.9	395	2528					
	17.2 to 18.0	17.2		18	880	5632					
	18.8 to 19.2	18.8		19.2	390	2184					
	20 to 20.4	20		20.4	400	2560					
	22.0 to 22.9	22		22.9	930	5952					
	23 to 23.4	23		23.4	445	2848					
	23.7 to 24.1	23.7		24.1	280	1792					
	24.5 to 25.0	24.5		25	500	3200					
	27.5 to 30.5	29.5		30.5	1000	7000					
Cost per litre \$ 0.							40700				MoT
Totals	0.0 to 41.0	0	41		260,000		260,000				MoT
Cost per litre \$ 0.											
WHITE LAKE FSR # 4											
23) Bastion FSR	1 to 3.0	1	3	3000	11000						
Totals							19200				MoT
Cost per litre \$ 0.											
	0.0 to 0.3	0	0.3	350	2500						
	0.8 to 1.1	0.8	1.1	300	1920						
	1.5 to 2.5	1.5	2.5	1000	7000						
Cost per litre \$ 0.							10000				MoT
	0 to 2.6	0	3	2600	11620		13455				
	0 to 0.5	0	5	500	3200		2500				Recreation
	0.0 to 1.130	0	1.13	1130	7600						
Cost per litre \$ 0.							7700				Recreation
	0.0 to 0.4	0	0.4	400	2560						
Cost per litre \$ 0.							2560				Recreation
Cost per litre \$ 0.	9										
	0.0-1.0	0	1	1000	6400						
Cost per litre \$ 0.	9						6400				Recreation
	0.0 -2.0	0	2	2000	12800		12800				
Cost per litre \$ 0.											
Totals						0	16645				Beetle
	22-25-25.5-27	0	2	2000	12800	11410					
Cost per litre \$ 0.											
Totals							9000				MoT
38)Hidden Lake FSR	14 to 15.5	14.5	15	500	3200						
Cost per litre \$ 0.											
							7400				Recreation
	????	0		1200	7500		7500				
Cost per litre \$ 0.											Beetle
	0 to 0.8	0	0.8	800	5000		4300				Recreation
Cost per litre \$ 0.	9										
	0 to 4.5	0	1	4500	6400		28500				MoT
	0-0.5	0	0.5	500		3200	3200				MoT
Total dust control product used							477860				



Minor Works Contract

MINISTRY CONTRACT/FILE NO.: 11250-85/EN15DOS001

PROJECT NAME: Roadside Brushing

THIS AGREEMENT dated for reference March 10, 2014.

BETWEEN

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

Okanagan Shuswap Natural Resource District

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

2501 - 14th Street
Vernon, British Columbia V1T 8Z1

Telephone: 250-558-1770 Fax: 250-549-5485 Email Address: Dennis.Kelly@gov.bc.ca
Ministry Representative: Dennis Kelly, RFT

AND

0805653 B.C. LTD. (DBA O.K. Forestry Road Maintenance)
(the "Contractor", "you", or "your" as applicable) at the following address:

Box 267 #20 Mc Bride Road Grinrod, British Columbia V0E 1Y0

Telephone: s.22 Fax: s.22 Email Address: s.22

Contractor Representative: Brad Digness
Business Number: BC0805653
WorkSafe BC No. 793516 AQ and/or POP No.:

In consideration of the payments hereinafter stipulated, the Contractor does hereby agree to provide, in accordance with the terms and conditions hereinafter set forth, all tools, equipment, labour, materials and services incidental to and necessary for the performance and execution of the following works:

ITEM NO.	DESCRIPTION OF WORKS TO BE PROVIDED	ESTIMATED NUMBER OF UNITS	AGREED UNIT RATE (Excluding GST and PST as a taxable transaction charged to the Province)	TOTAL AMOUNT (Excluding GST and PST as a taxable transaction charged to the Province)
	Road Side Brushing			

TERMS OF MINOR WORKS CONTRACT

1. Mobilization & De-mobilization – Move (**MORE** Than 50 km per move)
2. Mobilization & De-mobilization – Move (**LESS** Than 50 km per move)
3. **LIGHT VOLUME BRUSHING** – as per the attached Schedule 'A'
4. **MEDIUM VOLUME BRUSHING** - as per the attached Schedule 'A'
5. **HEAVY VOLUME BRUSHING** – as per the attached Schedule 'A'

Note: The quantity shown in Column 3 is an estimation only. The final quantity measurement may vary from the estimation and the contract payment will be based on the actual quantity and the price per unit shown in Column 4.

8.5 WorkSafe BC Coverage

You shall comply with, and ensure all subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions.

You shall, at your own expense, provide the necessary WorkSafe BC compensation coverage for yourself, all workers, shareholders, directors, partners, or other individuals employed or engaged in the performance of the Works and shall ensure all approved subcontractors obtain WorkSafe BC coverage.

If you or your subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, then you shall ensure you and your subcontractors apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.

You shall be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the *Workers Compensation Act*.

For the purposes of the *Workers' Compensation Act*, you may be considered the "Prime Contractor", 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.

8.6 Site

You have visited the site and are familiar with all conditions pertaining thereto.

8.7 Work Area

All Works is to be confined to "the area" as defined and/or ordered by the Province.

8.8 Indemnity

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 or suffer or be liable to at any time before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or a portion thereof 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.

8.9 Superintendence

You shall give efficient supervision to the Works, using your best skill and attention. You shall carefully study and compare all specifications and other instructions, and shall at once report to us any error, inconsistency or omission which you may discover, but you shall not be held responsible for their existence or discovery.

8.10 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned. Notwithstanding the provisions contained in Clause 3, we may, from time to time, give you such instructions as we consider necessary in connection with the progression of the Works, but you will not be subject to our control in respect of the manner in which such instructions are carried out.

8.11 Wages

You shall promptly pay fair wages to all persons employed by you, and shall comply with all statutes respecting wages and the payment of wages and the requirements of any statutes applicable to contracts respecting work and public works and fair employment.

8.12 Substitutions

Where a "brand name" of supplies or materials is specified, no substitutions are allowed without our prior written approval.

8.13 Samples

Where samples of supplies or materials are requested, it shall be your duty to submit them to us prior to the delivery of such supplies or materials on the site. On acceptance of such supplies or materials, written approval will be given to you by us.

8.14 Inspection of Work

We shall at all times have access to the Works, and you shall provide proper facilities for such access and for inspection. If any Works shall be covered up without our approval or consent, it must, if so required by us, be uncovered for examination at your expense.

(hereinafter called the "Works")

WORK COMMENCING	Y 14	M 05	D 01	WORK COMPLETION	Y 14	M 10	D 31	DATE OF APPLICABLE TENDER (if any)	Y 14	M 03	D 10
-----------------	---------	---------	---------	-----------------	---------	---------	---------	------------------------------------	---------	---------	---------

TERMS AND CONDITIONS:

1. You shall commence Works immediately upon the execution of the Contract by us or on the date herein specified, whichever is later, and shall complete same by the date indicated. Time shall be deemed to be material and of the essence of this Contract.
2. All Works hereunder shall be performed in a workmanlike manner, and unless otherwise specified you shall use only the best materials of their kind.
3. In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our servant, employee, partner, or agent of the Province. You must not act or purport to act contrary to this section.
4. You shall not, without first obtaining our written consent, make any assignment or award any subcontracts for the performance and execution of the Works under this Agreement.
5. You will not in any manner whatsoever, in relation to performing the Works, commit or purport to commit the Province to the payment of any money to any person, firm or corporation.
6. **Holdback**
Contract payments will be subject to a ten (10) percent holdback for fifty-five (55) days after acceptance of the Works.
The holdback maintained under this clause may be forfeited in whole or in part for cause.
Interest will neither be charged nor paid for amounts withheld from payment under the provisions of this clause.

ATTACHED SCHEDULES WHICH FORM AN INTEGRAL PART OF THIS CONTRACT:

SCHEDULE	TITLE
Schedule A	Services
Schedule B	Payment
Schedule D	Insurance
Schedule E	Safe Conditions Schedule
Schedule F	Prime Contractor Agreement

7. Where the total value of this Agreement, in the aggregate, is less than \$5,000.00, the provisions contained in Clause 6 do not apply.
8. **ADDITIONAL CONDITIONS**
- 8.1 **Conflict**
You must not, during the term, provide any service to any person, firm or corporation in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your obligations under this Agreement and your obligations to the other person, firm or corporation.
- 8.2 **Regulations**
You shall keep yourself fully informed of and shall comply with all applicable municipal, provincial and federal legislation and regulations.
- 8.3 **Permits and Regulations**
You shall, at your own expense, obtain all required permits necessary to complete the Works. Upon request, you shall provide us with proof of having obtained such permits.
- 8.4 **Taxes**
You shall be responsible for payment of provincial, municipal or federal taxes in force during the progress of the Works.

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)

(Contractor or Authorized Signatory)

Pam Shumka

Brad Digness

Dated this _____ day of _____, 2014

Dated this _____ day of _____, 2014

Minor Works Contract

DESCRIPTION OF WORKS - CONTINUED

ITEM NO.	DESCRIPTION OF WORKS TO BE PROVIDED	NUMBER OF UNITS	AGREED UNIT RATE (HST EXCLUDED)	TOTAL AMOUNT (HST EXCLUDED)
8.15	<u>Defective and Damaged Work</u> At any time during the progression of the Works, and including a period of twelve months after the completion thereof, you shall rectify any defective or damaged Works to our satisfaction at your expense.			(a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
8.16	<u>Clean-up</u> You shall at all times keep the site free from any accumulation of waste material or rubbish. Upon completion of the Works, you shall remove all rubbish from and about the site, and shall leave the Works "broom clean".			(b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
8.17	<u>Change of Work</u> Additions to or deletions from work required to be done, materials supplied or things provided may be ordered in writing by us. You agree not to plead verbal orders as an excuse or basis of claim in respect to any omission, deviation or extra work performed by you under this Agreement, unless such written order has first been received by you from us. Where so ordered, you agree that such additions or deletions shall be at the rate herein specified or, where not specified, shall be at the rate agreed upon as set out in such orders.			(c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
8.18	<u>Damages for Non-Completion</u> We may cancel the Agreement in case of your failure to comply with the terms and conditions of this Agreement. Payment for Works completed prior to cancellation shall be made on the basis of the difference between the bid price and the cost of completing the Works covered by this Agreement, and you shall have no further claim to payment.			(d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
8.19	<u>Non-Waiver</u> 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.			9.4 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 9.3 or any other method agreed to by the parties.
8.20	<u>Payment</u> If you comply with this Agreement, we must pay you for the Works in accordance with the prices tendered (excluding GST and any PST that you are required to charge the Province as a taxable transaction, but inclusive of any taxes paid or payable by you to a supplier) and as stated herein. Progress payments may be made upon acceptance of the Works by us. We will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by you to a supplier and which were inclusive in the bid price) to be paid as a separate line item. In order to obtain payment under this Agreement, you must submit written statements of account to us in a form satisfactory to us. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to the provisions of the <i>Financial Administration Act</i> .			9.5 No change to the Agreement shall be effective unless the change is in writing, is signed by both Parties, and is in the form of an amending document, namely, an FS600 Modification Agreement form, or in such other standard form of a similar nature that we may provide from time to time.
8.21	<u>Appropriation</u> Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required. The Province, by executing this document, certifies that funding has been provided for the term herein specified during which the services are to be provided. Where the contract term exceeds single fiscal year, funding for second and subsequent fiscal periods are subject to appropriation.			9.6 The Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province, all information, statements, documents and reports or submitted in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct and that it has the power and capacity to enter into this Agreement.
8.22	<u>Records to be kept by Contractor</u> You shall, in connection with this Agreement: (a) establish and maintain accurate books of account and records (including supporting documents) to our satisfaction, and when requested, permit us, at any time during normal business hours, to copy and audit any one or more of the books of account or records (including supporting documents); and (b) permit us, 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 you or your subcontractor as a result of this Agreement.			
8.23	You will treat as confidential and will not, without our prior written consent, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, any information supplied to, obtained by, or which comes to your knowledge or your subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable you to fulfil your obligations under this Agreement 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.			
8.24	<u>Survival of Terms</u> All terms of this Agreement in our favour, and all our rights and remedies, either at law or in equity, survive the expiration or sooner termination of this Agreement.			
9.	MISCELLANEOUS			
9.1	In this Agreement, wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the parties hereto so require.			
9.2	This Agreement will be governed by, and interpreted and construed in accordance with, the laws in British Columbia.			
9.3	Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:			



Schedule A - Services

File: 11250-85/EN15DOS001

Attachment to the Agreement for Roadside Brushing

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Roadside Brushing Unit

An all found, per kilometer rate, combining a tracked excavator or equivalent with a hydraulic brushing head & operator capable of meeting the roadside brushing specification, Swamper and 4x4 pickup in good mechanical repair.

Roadside Brushing Specification

Brushing is for re-establishing the original right-of-way boundaries and to optimize the driving visibility and safety of previously constructed roads. Brushing is the cutting of grasses, bushes, limbs and trees 15 to 20 cm and smaller in diameter. On trees and brush greater than 20 cm diameter all limbs and branches are to be removed that protrude toward the road way.

Brush Conditions	Description	Right-of –Way Conditions
Light	Stems up to 3 to 4 cm in diameter; maximum reach from rod edge of 3 meter; area previously treated within last 4 years	No stumps or large boulders within cleared width, flat or even terrain.
Medium	Stems up to 10 cm diameter; no treatment within last 10 years; 3 to 4 meter reach.	Moderate terrain, occasional stumps or large boulders within cleared width.
Heavy	Stems up to 15 to 20 cm; frequent use of maximum reach of boom to 5 meters.	Many Obstructions, broken terrain.

SCHEDULE A

SERVICES (Continued)

Roadside Brushing on straight sections

Cut all brush to the lesser of either 3.0 meters from the inside of the ditch (measured horizontally from the edge of the road grade), *or* cut to re-establish the original right of way boundary

Roadside Brushing on tangents and outside curves

Cut all brush to the lesser of either 3.5 meters from the inside of the ditch (measured horizontally from the edge of the road grade), *or* cut to re-establish the original right of way boundary.

Roadside Brushing on the inside of curves

Cut all brush to the lesser of either 5.0 meters from the inside of the ditch (measured horizontally from the edge of the road grade), *or* cut to re-establish the original right of way boundary.

Mulching

All material shall be mulched or cut so that it lays flat to the ground and stems trimmed to within 20cm of ground level. Excessive material in ditch line shall be removed. All material not mulched must be removed from ditch line.

Swampers

Assist equipment in operations and safety. Swampers must be capable of doing heavy work including lifting, measuring, shovel work and any other hand work at the project site. Tasks include but are not limited to:

Erect / maintain "Equipment Working" type signage on either side of the operating machine at all times. Sign type and position are per WorkSafe regulations for traffic control;

Pickup and deliver delineators, culvert markers and other materials to and from projects sites and to and from Ministry Compound;

Installing or hand brushing signs, delineators and culvert markers so that they are clearly visible;

Hand picking brush and debris that is blocking or obstructing water flow in ditches and culverts;

Locate and flag all culverts on all treated road sections. Flagging tape supplied by the Ministry;

Contractor shall pick up and return any unused materials to / from the Ministry of Forests, Lands and Natural Resource Operations compound located at 2501-14th Avenue, Vernon, BC, V1T 8Z1.

4. SUPERVISION AND MINISTRY REPRESENTATIVE MONITORING

SCHEDULE A

SERVICES (Continued)

Upon review of the site works and submission of site instructions, the Contractor will be expected to work independently with their own supervision. Monitoring intensity by the Ministry Representative will be dictated by the complexity of the assignment. All payment will be subject to final inspection. Whenever possible, and especially of projects of longer duration, final inspection by the Ministry Representative shall be arranged *prior to machine demobilization*. The Contractor/Operator shall liaise with the Ministry Representative to ensure that inspection is arranged to minimize mutual inconvenience.

5. SNAGS AND DANGER TREES

The contractor shall be responsible for ensuring the work areas are safe including falling and removing any snags and danger trees as per WorkSafe BC regulations.

6. CO-OPERATION WITH OTHER USERS

The Contractor shall co-operate with other users while carrying out work on the project areas.

The Contractor shall organize operations so as to minimize the length of any temporary closures while conducting the works. The Contractor shall be responsible for all signage advising of any road closures created while conducting the works.

7. PROTECTION OF STREAMS

The Contractor shall maintain the natural integrity of streambeds, streamside vegetation and water quality by:

- Not allowing any trees, debris or any substance likely to cause pollution to be deposited within the stream;
- Not allowing any machine to work within the stream, streambanks, or ford the stream except as otherwise approved in writing by the Ministry Representative;
- Not allowing the deposition of deleterious substances into the stream or onto the streambanks

8. KEY PERSONNEL

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

-

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

9. OPTION TO RENEW

This Agreement may be renewed for a further term of twelve months 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

SCHEDULE A

SERVICES (Continued)

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.



Schedule B – Contract Payment

File: 11250-85/EN15DOS001

Attachment to the Agreement with 0805653 B.C. Ltd. for Roadside Brushing.

1. FEES

- 1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province**) will be based on the following table (the "Unit of Measure") during the Term when you are providing the Services.

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$.cc Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Mobilization & De-mobilization	Move (MORE Than 50 km per move)	10		
2	Mobilization & De-mobilization	Move (LESS Than 50 km per move)	10		
3	LIGHT VOLUME BRUSHING Roadside Brushing Unit (Hydraulic Brusher, Operator, Swamper and 4x4 pickup)	KM	25		
4	MEDIUM VOLUME BRUSHING Roadside Brushing Unit (Hydraulic Brusher, Operator, Swamper and 4x4 pickup)	KM	30		
5	HEAVY VOLUME BRUSHING Roadside Brushing Unit (Hydraulic Brusher, Front mount may be required, Operator, Swamper and 4x4 pickup)	KM	15		
Total Estimated Bid Price:					

- 1.02 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.
- 1.03 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 \$ N/A without the **prior written** approval of the Ministry Representative.

SCHEDULE B

CONTRACT PAYMENT

2. EXPENSES

2.01 We will not pay any expenses to you for the completion of the Services.

3. HOLDBACK FROM PAYMENT

3.01 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.

4. SUBMISSION OF STATEMENT OF ACCOUNT

4.01 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 "on total satisfactory completion of the services".

4.02 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, a description of specific services/works completed during the Billing Period, 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;
- (d) if you are claiming reimbursement of any GST 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;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) any other billing information reasonably requested by us.

4.03 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.

4.04 Invoices are to be submitted to:

Dennis Kelly, RFT
Okanagan Shuswap Natural Resource District
2501 – 14th Avenue
Vernon, British Columbia V1T 8Z1



WORKS CONTRACT SCHEDULE “D” – INSURANCE REQUIREMENTS

File: 11250-85/EN15DOS001

1. The Contractor shall, without limiting its obligations or liabilities or restricting the generality of the indemnification provisions contained in the Agreement, at its own expense, provide and maintain, the following insurance(s) coverage as fully specified in Paragraph 13 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.
2. Unless otherwise specified, the duration of each coverage and insurance policy shall be from the date of commencement of Work and shall remain in full force and effect until all conditions of the Agreement have been fully complied with and until acceptance by the Ministry of all Works and appurtenances pertaining to the Agreement.
3. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. 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.
4. All insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
5. The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
6. Notwithstanding Paragraph 7, the Contractor shall, prior to the commencement of the Work and before any payments are made under the 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.
7. ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.
8. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be canceled 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.
9. Failure to provide the required insurance documentation shall result in termination of the Agreement.
10. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance 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.
11. The payment of any deductible shall be the responsibility of the Contractor, except for flood and earthquake which will be the responsibility of the Province.

12. The Contractor shall ensure that all its subcontractors performing Services under the Agreement carry insurance in the form and limits specified in Paragraph 13.

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

- a) **Commercial General Liability** insurance in an amount not less than \$2 million inclusive per occurrence against bodily injury, personal injury, and damage to property including loss of use thereof arising out of or resulting from the Work 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;
- x) 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

and where such further risk exists:

- xi) Shoring, Blasting, Excavating, Underpinning, Demolition, Removal, Piledriving and Caisson Work, Work Below Ground Surface, Tunnelling and Grading;
- xii) Elevator and Hoist Liability;
- xiii) Operation of Attached Machinery;
- xiv) Forest Fire Fighting Expense Coverage in the amount of:
 - ☐ \$1 million
 - ☐ \$500,000
 - ☒ Not applicable
- xv) Construction activities occurring at airport facilities. Alternatively, coverage may have to be provided under an aviation liability policy.
 - ☐ Applicable
 - ☒ Not applicable

Such insurance must:

- i) Include as a protected entity the Province and each Contractor, Subcontractor, Architect, Engineer, Consultant and anyone employed by them to perform a part or parts of the Work, but excluding suppliers whose only function is to supply and/or transport products to the work site;

- ii) identify the Province on the policy as: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations and any of its employees, servants or agents";
- iii) preclude subrogation claims by the insurer against anyone insured by the policy; and
- iv) provide, where a warranty period is required by the Province under this Agreement, Products and Completed operations coverage, as applicable, in force for the duration of the warranty period.

b) **Automobile Liability**

Automobile Liability on all licensed vehicles owned, leased, rented or used in the performance of this Agreement, in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.

c) **Aviation Liability**

Where any aircraft (including helicopters) are operated or used in the performance of this Agreement, the Contractor will obtain and maintain, or will cause to be obtained and maintained and will provide evidence to the Province of a Subcontractor's compliance with this requirement, Aviation Liability Insurance insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:

- i) \$3 million for aircraft up to 5 passenger seats, or
- ii) \$3 million plus \$1 million for each additional passenger seat for aircraft up to 10 passenger seats, or
- iii) \$10 million for aircraft over 10 passenger seats;

Such insurance shall include a cross liability clause.

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 Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".

d) **Watercraft Liability**

Where any watercraft are operated or used (including rented watercraft) in the performance of this Agreement, the Contractor will obtain and maintain, or will cause to be obtained and maintained and will provide evidence to the Province of a Subcontractor's compliance with this requirement, Watercraft liability insurance in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than \$2 million inclusive per occurrence.

Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft 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 Watercraft 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

Where applicable, such policy will also include coverage for marine towing operations.

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 Forests, Lands and Natural Resource Operations and any of its employees, servants or agents".

e) **Builder's All-risk**

Property insurance in the form of an "all-risks" builder's risk policy including but not limited to coverage for structural collapse, flood and earthquake. Such policy must insure the Work to the total of the full value of the contract price including the value of any labour and materials and/or structures and/or property and/or equipment destined for or entering into or forming part of the Work and must extend to cover property at any other location, awaiting and/or during construction or erection, while in transit and during installation and testing occurring anywhere within Canada or the continental United States of America.

Such insurance must:

- i) preclude subrogation claims by the insurer against anyone insured by the policy except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission;
- ii) include as a protected entity the Province and each of the Contractor, the Sub-contractors, Architect or Engineer and all others having an insurable interest in the Work;
- iii) identify the Province as "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands and Natural Resource Operations";
- iv) permit that use and occupancy of the Work or any part thereof prior to Substantial Performance will not be cause for any termination of coverage; and.
- v) automatically include any changes in design or method of construction.

Deductibles per Occurrence:

- i) Flood - \$25,000.00 maximum;
- ii) Earthquake – up to 10% of the actual value at the time of loss;
- iii) All other losses up to \$5,000.00 or one percent (1%) of the contract amount, whichever is greater.

The Contractor shall, at its own expense, take special precaution to prevent fires occurring in or about the Work and shall observe and comply with all insurance policy warranties and all laws and regulations in force respecting fires.

Where, due to the nature of the work the full insurable value of the work is substantially less than the full value of the contract price, the Province shall, at its sole discretion, reduce the amount of insurance required or waive the Builder's All-risk insurance requirement.

f) **Contractor's Construction Equipment**

Contractor's construction Equipment insurance covering construction machinery and equipment used by the Contractor for performance of the Work in such forms and amounts as will enable prompt replacement and repair of the equipment.



Attachment to the Agreement for Roadside Brushing

Terms such as “employer”, “supervisor”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms under the *Workers’ Compensation Act (WC Act)* and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

- 1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.
- 1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.
- 1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

- 1.04 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, and 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).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will 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.
- 1.06 Upon the Province’s request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
 - (a) an effective business process in place to:
 - i) remedy any workplace conditions that are hazardous to the health or safety of the employer’s workers including safe work practices and procedures;
 - ii) ensure that the employer’s workers:
 - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
 - B. are made aware of their rights and duties under the *WC Act* and its regulations.

- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
 - i) first aid assessment and provision services and equipment;
 - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
 - iii) accident injury reporting and investigation;
 - iv) 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;
 - v) evidence of training and any required certifications required under *WC Act* or its regulations;
 - vi) 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;
 - vii) provision for the regular inspection of premises, work methods and work practices; and
 - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

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 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.
- 2.04 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.

ARTICLE 3 HAND FALLING

- 3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.
- 3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 12 inch stump height, or as may be determined by WorkSafe BC.
- 3.03 The Contractor must ensure that:
 - (a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;
 - (b) a qualified Falling Supervisor satisfactory to the Province is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place.
- 3.04 A Falling Supervisor will be deemed qualified where:
 - (a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or
 - (b) it is BCFSC Falling Supervisor Certified; or
 - (c) in the Province's sole opinion, evidence of qualifications/certifications and proficiency for the timber and slope for the Work Area and competency to discharge the expectations of a falling supervisor is satisfactory.
- 3.05 No hand falling operations will commence without the Province's prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor's ability and competence.
- 3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify the Ministry Representative of the name of the designated Falling Supervisor or substitution thereof.
- 3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.
- 3.08 The Contractor must ensure:
 - (a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;
 - (b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and
 - (c) upon request of the Ministry representative, provide any documents and evidence to verify adherence to the Falling Plan.
- 3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.



**Ministry of
Forests, Lands and
Natural Resource
Operations**

Schedule F - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 11250-85/EN15DOS001	THIS AGREEMENT DATED FOR REFERENCE THE 10TH DAY OF MARCH, 2014.
FOR: ROADSIDE BRUSHING	

BETWEEN:

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

**Ministry of Forests, Lands and Natural Resource Operations
Okanagan Shuswap Natural Resource District
2501-14th Avenue
Vernon, British Columbia V1T 8Z1**

**Phone Number: (250) 558-1700..... FAX Number: (250) 549-5485
E-mail Address: dennis.kelly@gov.bc.ca**

(the "Province")

AND:

**0805653 B.C. Ltd. (DBA O.K. Forestry Road Maintenance)
Box 267 #20 Grinrod, British Columbia V0E 1Y0
Phone Number: s.22
E-mail Address:
Coordinator: Brad Digness
Business Number: 0805653 B.C. Ltd.
WorkSafe BC Number: 793516 AQ**

(the "Prime Contractor")

referred herein to as "the Parties".

WHEREAS:

- A.** The Province and the Prime Contractor have agreed that a Multiple Employer Workplace is anticipated and expected at the Work Location and have duly executed this Agreement.
- B.** The Province and the Prime Contractor have agreed that the *Workers Compensation Act* (WC Act) and its regulations allow the Province to establish Prime Contractor responsibilities.
- C.** The Prime Contractor agrees to be the prime contractor at the Multiple Employer Workplace for the Work or Services being performed.
- D.** The Prime Contractor has the required knowledge and control of the Multiple Employer Workplace to execute the responsibilities of a prime contractor as described in the *WC Act* and its regulations.

- E. The Province and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

Accordingly, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.01 In this document, the following words have the following meanings:
- (a) "**Affected Parties**" means independent firms described in Article 2 that create a multiple employer workplace;
 - (b) "**Affected Persons**" includes the Prime Contractor and Affected Parties and their visitors to the workplace, employees, officers, directors, agents, or subcontractors entering the Multiple Employer Workplace;
 - (c) "**Agreement**" means this Prime Contractor Agreement between the Parties;
 - (d) "**Amending Document**" means an FS600 Contract Amendment form or another standard form of similar nature specified by the Province;
 - (e) "**Contract Documents**" means those documents described in section 3.01.
 - (f) "**Multiple Employer Workplace**" means a workplace where workers of two or more employers are working at the same time where the work being carried out "overlaps".
 - (g) "**Principal Contractor**" means a party who holds a contract for service or works with the Province and does not include any tenures or authorizations under the *Forest Act*.
 - (h) "**Term**" means the period of time this Agreement is in force pursuant to Article 3.
- 1.02 If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

ARTICLE 2. AFFECTED PARTIES

The following other parties are a party to the creation of a Multiple Employer Workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

Firm Name	Address	File#

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.01 The Parties entered into the agreement dated for reference the _____, identified as Agreement Number _____ that is applicable to and forms part of this Agreement.

Amending Documents

- 3.02 No change to the Agreement is effective unless the change is in the form of an Amending Document signed by both Parties.

ARTICLE 4. TERM OF AGREEMENT

- 4.01 Subject to Clause 3.02, the Term of this Agreement is from **March 10, 2014 to March 31, 2015** inclusive.
- 4.02 Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

- 5.01 The Prime Contractor shall:
- (a) familiarize itself with the Multiple Employer Workplace;
 - (b) immediately notify the Ministry Representative should there be any circumstance arising

which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple Employer Workplace;

- (c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;
- (d) when requested, provide the following to the Ministry Representative:
 - i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;
 - ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

Coordination and Compliance

- 5.02 The Prime Contractor shall ensure that its systems or processes eliminates or minimizes risk of injuries and will adequately monitor and coordinate Affected Parties' activities to ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulation*, which includes, but is not limited to:
- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
 - (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
 - (c) conducting safety meetings with all Affected Parties and recording minutes of meetings;
 - (d) ensure all parties conduct ongoing Workplace inspections;
 - (e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;
 - (f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;
 - (g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;
 - (h) establishing, maintaining and communicating emergency response and evacuation procedures;
 - (i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;
 - (j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;
 - (k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;
 - (l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;
 - (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.

- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.
- 5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
(Authorized Ministry Contract Officer/Expense Authority) Pam Shumka	(Prime Contractor or Authorized Signatory)
Dated this _____ day of _____, 2014	Dated this _____ day of _____, 2014

Western Road Distribution Inc.			
Dust Control Dispatch			
DATE: North Ok Forestry, 2016			
<u>Job</u>	<u>Location</u>	<u>Completion Date</u>	<u>Volume in Liters</u>
1			13,798
2			13,203
3			34,208
4			6,769
5	White Lake FSR [Bastion] 0km to 3.0km		16,463
6			14,199
7			10,664
8			9,741
9			8,436
10			240,000
11			7,697
12			8,890
13			13,641
14			7,250
15			2,270
16			7,535
17			7,411
18			28,421
19			0
20			0
21			5,248
22			3,514
23			32,694
<u>Total Approximate Liters for Application</u>			492,052

Forest Road – Dust Control 2017	Km	PoC	PoT	Length (m)	Map Reference
	0.0 to 41.0	0.0	41.0	41000	1
	0.0 to 0.7	0.0	0.785	785	2
	7.8 to 8.4	7.8	8.400	600	2
	9.0 to 9.4	9.0	9.450	450	2
	0.6 to 1.0	0.6	1.130	530	2
	1.2 to 1.4	1.2	1.470	270	2
	2.3 to 2.9	2.3	2.965	665	2
	5.4 to 5.6	5.4	5.600	200	2
	7.0 to 7.2	7.0	7.200	200	2
	7.6 to 8.0	7.6	8.000	400	2
	10.8 to 11.5	10.8	11.5	700	3
	12.7 to 12.9	12.7	12.9	200	3
	16.6 to 16.9	16.6	16.9	300	3
	17.2 to 18.0	17.2	18.0	800	3
	18.8 to 19.2	18.8	19.2	400	3
	20.0 to 20.4	20.0	20.4	400	3
	22.0 to 22.9	22.0	22.9	900	3
	23.0 to 23.4	23.0	23.4	400	3
	23.7 to 24.1	23.7	24.1	400	3
	29.5 to 30.5	29.5	30.5	1000	3
WHITE LAKE					
Bastion Creek FSR (9653.01)	1.0 to 3.0	1.0	3.0	2000	4
	0.0 to 0.9	0.0	0.9	900	4
	0.0 to 0.3	0.0	0.3	300	5
	0.8 to 1.1	0.8	1.1	300	5
	1.5 to 2.5	1.5	2.5	1000	5
	0.0 to 2.6	0.0	2.6	2600	6
	0.0 to 0.5	0.0	0.5	500	6

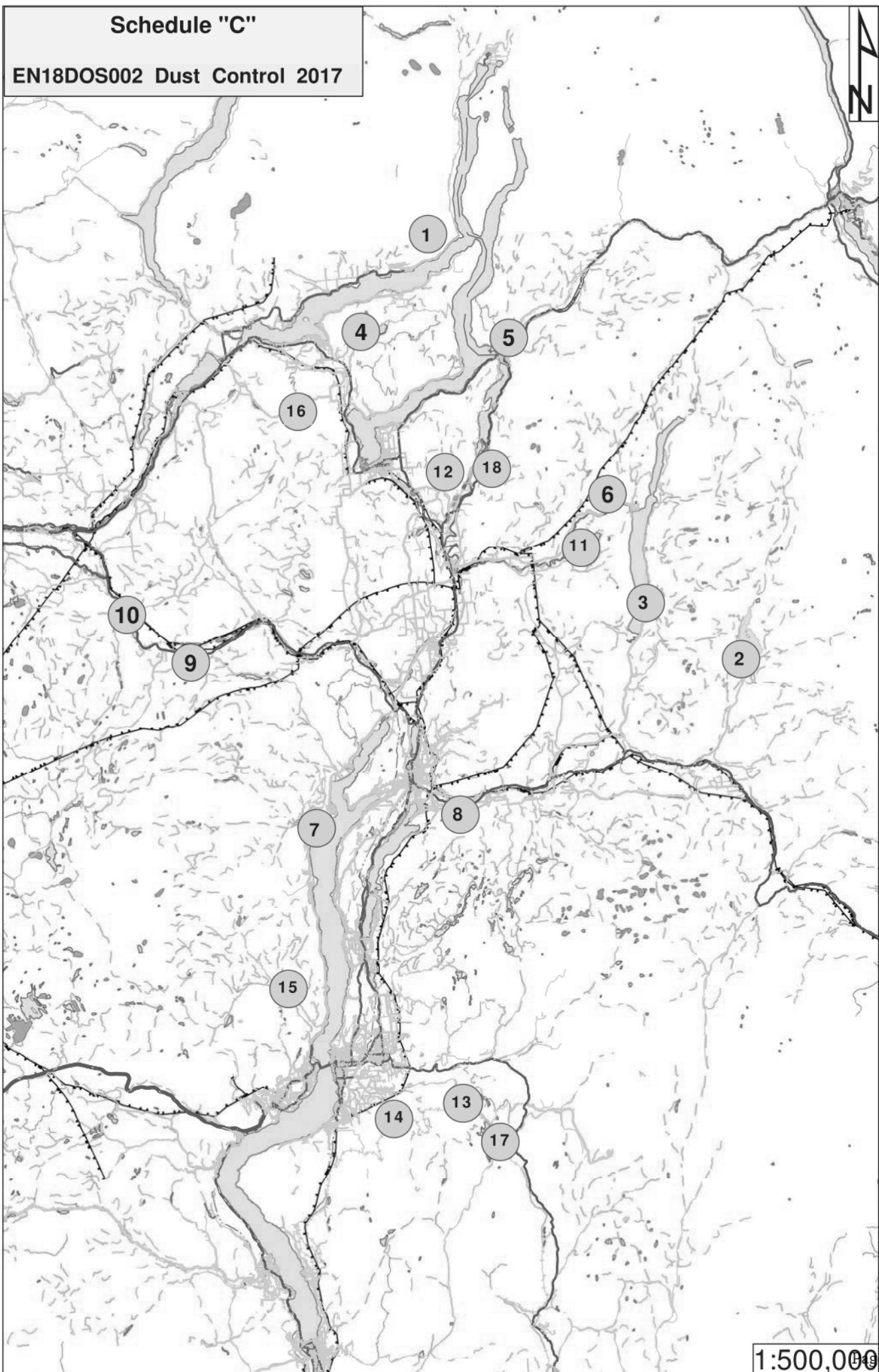
	0.0 to 1.13	0.0	1.1	1130	7
	0.0 to 0.4	0.0	0.4	400	8
	0.0 to 1.0	0.0	1.0	1000	9
	0.0 to 2.0	0.0	2.0	2000	10
	14.0 to 14.5	14.5	15.0	500	11
	22.0 to 25.0	22.0	25.0	3000	12
	25.5 to 27.0	25.5	27.0	1500	12
	1.6 to 2.0	1.6	2.0	400	13
	0.0 to 4.5	0.0	4.5	4500	14
	9.0 to 10.0	9.0	10.0	1000	15
	0.0 to 0.8	0.0	0.8	800	16
	74.5 to 80.0	74.5	80.0	5500	17
	0.0 to 0.5	0.0	0.5	500	18

Table 1. The Length (m) amount shown in the fifth column is an estimation only. The final quantity measurement may vary from the estimation and contract payment will be based on the actual quantity and the price per unit agreed in schedule 'B'.

Renewal of the contract is not guaranteed for work in Year 2018 or Year 2019. The Parties may agree in writing to extend this Agreement for a further 12 month Term to accommodate the required work described in Year 2017, however, this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.

Schedule "C"

EN18DOS002 Dust Control 2017





Natural Resource Ministries

Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: 11250-85/EN18DOS002 – YR 2

PROJECT NAME: Forest Road Maintenance – Dust Control
2018 / 2019

THIS MODIFICATION AGREEMENT dated for reference March 19, 2018.

BETWEEN

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

Okanagan Shuswap Natural Resource District

AND

Western Road Distribution Inc.

(the "Contractor", "you", or "your" as applicable) at the following address:
#2-Chief Louis Way, Box 130, Kamloops, British Columbia

(the "Province", "we", "us", or "our" as applicable) at the following address:
2501 14th Avenue, Vernon, British Columbia

Telephone: 250 372-3366
250 851-8867

E-mail Address:
wroad@telus.net

Telephone: 250 558-1700 Fax: 250 549-5485 Business E-mail Address:
Jody.bradwell@gov.bc.ca

Ministry Representative: Jody Bradwell

Contractor Representative: Wayne Robinson
Corporate Business Number: Wayne Robinson
WorkSafe BC No: 584008 and/or POP No.
AQ(055)

Alternate (if applicable): Paul Blomberg

A. The Parties entered into an Agreement dated for reference May 5, 2017, (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows

1. This Contract Modification Agreement adds a second term to this option to renew contract – Contract EN18DOS002 – YR 2 for Forest Road Maintenance – Dust Control: To supply and apply, Dust Control Liquid – including pre-watering. Dust Control and pre-watering is to be applied as per the terms and conditions of the contract. Supply and apply includes all costs associated with material handling and storage. The quantities stated 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 as per the attached Schedule(s) – 'A' and 'B'. The Term of this Agreement is from and including April 2nd, 2018 to and including March 29th, 2019 inclusive.
2. This Contract Modification Agreement includes a 2% increase to the price per liter of product supplied and applied for dust abatement. As per the consumer Price Index. This increase is approved bringing the price per liter, of product supplied and applied, from cents per liter to cents per liter.

C. 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.

3. To increase the current contract value by 25% for the 2017/ 2018 calendar year (EN18DOS002-YR 1). Contract value for the 2017/2018 fiscal year is therefore a 25% increase would add an additional to the contract and value of the work completed for the current contract term and current fiscal year. (126,321 Liters).

CONTRACT MODIFICATION AGREEMENT

CONTINUED

Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive of Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that you are required to charge the Province as a taxable transaction.

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	= an additional 126,321 liters. \$	
2.	\$	
3.		

As Per Quotation Dated	Y M D 18/03/18	Total Price for Additions (PST and GST excluded)	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector):			

4. In all other respects, the Agreement is confirmed.
5. 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)
Paul Blomberg	Wayne Robinson
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this _____ day of _____ 20__	Dated this _____ day of _____ 20__

Forest Road – Dust Control 2017	Km	PoC	PoT	Length (m)	Map Reference
	0.0 to 41.0	0.0	41.0	41000	1
	0.0 to 0.7	0.0	0.785	785	2
	7.8 to 8.4	7.8	8.400	600	2
	9.0 to 9.4	9.0	9.450	450	2
	0.6 to 1.0	0.6	1.130	530	2
	1.2 to 1.4	1.2	1.470	270	2
	2.3 to 2.9	2.3	2.965	665	2
	5.4 to 5.6	5.4	5.600	200	2
	7.0 to 7.2	7.0	7.200	200	2
	7.6 to 8.0	7.6	8.000	400	2
	10.8 to 11.5	10.8	11.5	700	3
	12.7 to 12.9	12.7	12.9	200	3
	16.6 to 16.9	16.6	16.9	300	3
	17.2 to 18.0	17.2	18.0	800	3
	18.8 to 19.2	18.8	19.2	400	3
	20.0 to 20.4	20.0	20.4	400	3
	22.0 to 22.9	22.0	22.9	900	3
	23.0 to 23.4	23.0	23.4	400	3
	23.7 to 24.1	23.7	24.1	400	3
	29.5 to 30.5	29.5	30.5	1000	3
WHITE LAKE					
Bastion Creek FSR (9653.01)	1.0 to 3.0	1.0	3.0	2000	4
	0.0 to 0.9	0.0	0.9	900	4
	0.0 to 0.3	0.0	0.3	300	5
	0.8 to 1.1	0.8	1.1	300	5
	1.5 to 2.5	1.5	2.5	1000	5
	0.0 to 2.6	0.0	2.6	2600	6
	0.0 to 0.5	0.0	0.5	500	6

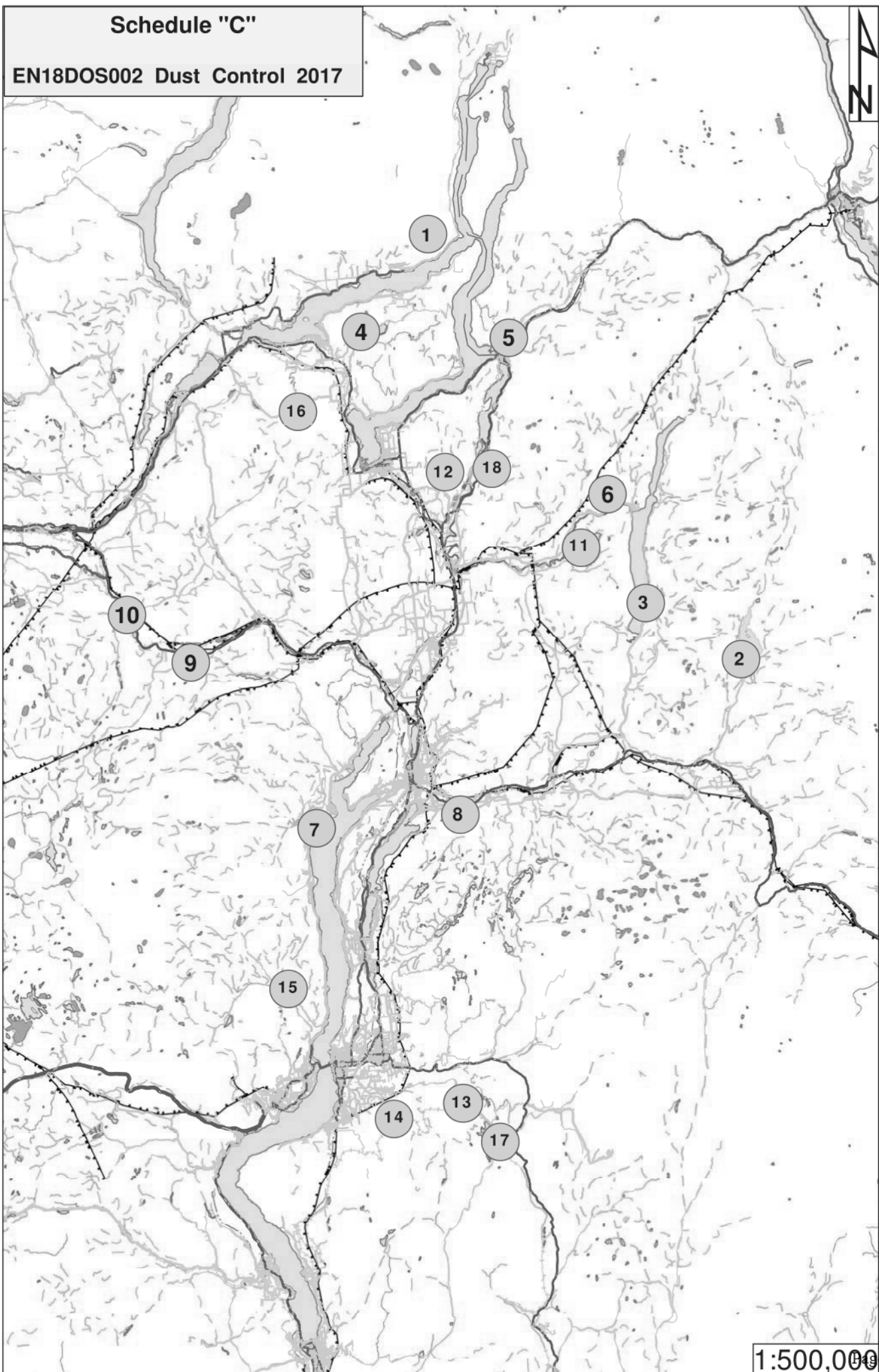
	0.0 to 1.13	0.0	1.1	1130	7
	0.0 to 0.4	0.0	0.4	400	8
	0.0 to 1.0	0.0	1.0	1000	9
	0.0 to 2.0	0.0	2.0	2000	10
	14.0 to 14.5	14.5	15.0	500	11
	22.0 to 25.0	22.0	25.0	3000	12
	25.5 to 27.0	25.5	27.0	1500	12
	1.6 to 2.0	1.6	2.0	400	13
	0.0 to 4.5	0.0	4.5	4500	14
	9.0 to 10.0	9.0	10.0	1000	15
	0.0 to 0.8	0.0	0.8	800	16
	74.5 to 80.0	74.5	80.0	5500	17
	0.0 to 0.5	0.0	0.5	500	18

Table 1. The Length (m) amount shown in the fifth column is an estimation only. The final quantity measurement may vary from the estimation and contract payment will be based on the actual quantity and the price per unit agreed in schedule 'B'.

Renewal of the contract is not guaranteed for work in Year 2018 or Year 2019. The Parties may agree in writing to extend this Agreement for a further 12 month Term to accommodate the required work described in Year 2017, however, this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.

Schedule "C"

EN18DOS002 Dust Control 2017





Natural Resource Ministries

Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: **EN18DOS002 – YR 3**

PROJECT NAME: **Forest Road Maintenance – Dust Control
2019 / 2020**

THIS MODIFICATION AGREEMENT dated for reference **March 6, 2019**.

BETWEEN

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

Okanagan Shuswap Natural Resource District

AND

WESTERN ROAD DISTRIBUTION INC.

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

Box 130, Kamloops, BC V2C 5K3

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

2501-14th Avenue, Vernon, BC V1T 8Z1

Telephone: Fax: E-mail Address:
250- 550-2205 250-549-5485 Duncan.Mactavish@gov.bc.ca

Ministry Representative: **Duncan Mactavish**

Alternate (if applicable): **Paul Blomberg**

Telephone:

250-851-8867

E-mail Address:

wroad@telus.net

Contractor Representative: **Lance Leger**

Corporate Business Number:

WorkSafe BC No: **584008**

A. The Parties entered into an Agreement dated for reference **May 15, 2017**, (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

This Contract Modification Agreement adds a third term to this Option to Renew Contract, reference: EN18DOS002 – YR 3, for Forest Road Maintenance – Dust Control. This Contract renewal is to supply and apply Dust Control Liquid – including pre-watering. Dust Control and pre-watering is to be applied as per the terms and conditions of the Contract. Supply and apply includes all costs associated with material handling and storage. The quantities stated 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 as per the Schedules 'A' and 'B' from the original Contract. The Term of this Agreement is from and including April 1, 2019 to and including March 31, 2020 inclusive.

This Contract Modification Agreement includes an increase to the price per liter of product supplied and applied for dust abatement (as per the Consumer Price Index). This increase is approved bringing the price per liter, of product supplied and applied, from cents per liter to cents per liter.

C. The Parties agree there will be no Change to the Work.

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

E. 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

(Signature of authorized Ministry Expense Authority)

PAUL BLOMBERG, Engineering Officer

(PRINTED NAME of authorized representative)

Dated this 21 day of March, 2019

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

(Signature of Contractor or Authorized Signatory)

WESTERN ROAD DISTRIBUTION INC.

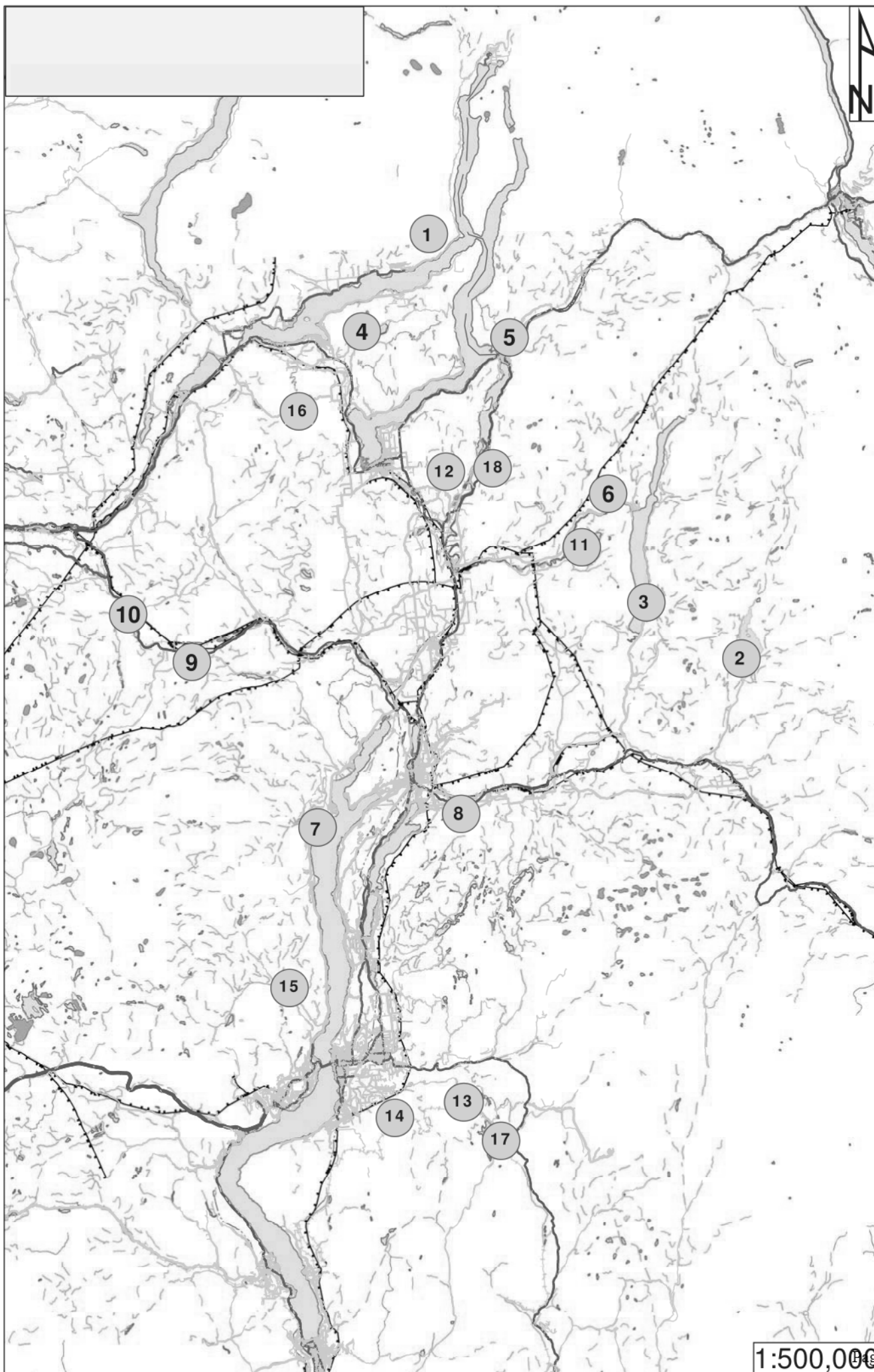
(PRINTED NAME of Contractor or authorized signatory)

Dated this 20 day of March, 2019

Forest Road – Dust Control 2017	Km	PoC	PoT	Length (m)	Map Reference
	0.0 to 41.0	0.0	41.0	41000	1
	0.0 to 0.7	0.0	0.785	785	2
	7.8 to 8.4	7.8	8.400	600	2
	9.0 to 9.4	9.0	9.450	450	2
	0.6 to 1.0	0.6	1.130	530	2
	1.2 to 1.4	1.2	1.470	270	2
	2.3 to 2.9	2.3	2.965	665	2
	5.4 to 5.6	5.4	5.600	200	2
	7.0 to 7.2	7.0	7.200	200	2
	7.6 to 8.0	7.6	8.000	400	2
	10.8 to 11.5	10.8	11.5	700	3
	12.7 to 12.9	12.7	12.9	200	3
	16.6 to 16.9	16.6	16.9	300	3
	17.2 to 18.0	17.2	18.0	800	3
	18.8 to 19.2	18.8	19.2	400	3
	20.0 to 20.4	20.0	20.4	400	3
	22.0 to 22.9	22.0	22.9	900	3
	23.0 to 23.4	23.0	23.4	400	3
	23.7 to 24.1	23.7	24.1	400	3
	29.5 to 30.5	29.5	30.5	1000	3
WHITE LAKE					
Bastion Creek FSR (9653.01)	1.0 to 3.0	1.0	3.0	2000	4
	0.0 to 0.9	0.0	0.9	900	4
	0.0 to 0.3	0.0	0.3	300	5
	0.8 to 1.1	0.8	1.1	300	5
	1.5 to 2.5	1.5	2.5	1000	5
	0.0 to 2.6	0.0	2.6	2600	6
	0.0 to 0.5	0.0	0.5	500	6

	0.0 to 1.13	0.0	1.1	1130	7
	0.0 to 0.4	0.0	0.4	400	8
	0.0 to 1.0	0.0	1.0	1000	9
	0.0 to 2.0	0.0	2.0	2000	10
	14.0 to 14.5	14.5	15.0	500	11
	22.0 to 25.0	22.0	25.0	3000	12
	25.5 to 27.0	25.5	27.0	1500	12
	1.6 to 2.0	1.6	2.0	400	13
	0.0 to 4.5	0.0	4.5	4500	14
	9.0 to 10.0	9.0	10.0	1000	15
	0.0 to 0.8	0.0	0.8	800	16
	74.5 to 80.0	74.5	80.0	5500	17
	0.0 to 0.5	0.0	0.5	500	18

Table 1. The Length (m) amount shown in the fifth column is an estimation only.





Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

File: 10005-40 / **EN21DOS001**

May 6, 2020

WESTERN ROADS DISTRIBUTION INC.
P.O. Box 206
Maple Ridge, B.C.
V2X 7G1

Attention: Mike Rathwell

Re: NOTICE TO COMMENCE WORK – CONTRACT EN21DOS001

Further to conditions contained in the above-noted Contract, notice is hereby given to commence work on May 12th, 2020. Work must be commenced within five days following this date, unless a change in the commencement date is given in writing by the Ministry Representative for this contract. Failure to commence work on time may result in cancellation of the contract.

This letter is an integral part of the contract and should be attached to it.

Yours truly,

Trevor Smiley
Engineering Specialist
Okanagan Shuswap Natural Resource District

Ministry of Forests, Lands,
Natural Resource Operations
and Rural Development

Okanagan Shuswap Natural
Resource District

Mailing Address:
2501 – 14th Avenue
Vernon, BC V1T 8Z1

Tel: (250) 558-1700
Fax: (250) 549-5485
Website: www.gov.bc.ca/for/dos/



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) MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS and RURAL DEVELOPMENT - Okanagan Shuswap Natural Resource District		AGREEMENT IDENTIFICATION NO. EN21DOS001	
PROVINCE'S CONTACT PERSON NAME & TITLE Trevor Smiley- Engineering Technician		PHONE NO 250-558-1700	
MAILING ADDRESS 2501 - 14th Avenue Vernon, BC		FAX NO 250-549-5485	
CONTRACTOR NAME WESTERN ROAD DISTRIBUTION INC.		POSTAL CODE V1T 8Z1	
CONTRACTOR ADDRESS P.O. Box 206 Maple Ridge, B.C.		POSTAL CODE V2X 7G1	


Part 2 To be completed by the Insurance Agent or Broker

INSURED	CONTRACTOR NAME WESTERN ROAD DISTRIBUTION INC.		
	CONTRACTOR ADDRESS P.O. Box 206 Maple Ridge, B.C.		POSTAL CODE V2X 7G1
OPERATIONS INSURED	PROVIDE DETAILS Forest Road Maintenance – Dust Control 2020		
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	Unique Risks Ltd., Policy No. 10338	2021/04/15	\$2,000,000 Per Occurrence and \$2,000,000 Annual Aggregate
Pollution Liability	As arranged by Cansure Underwriting, Policy No. CS536226	2020/06/10	\$1,000,000 Per Occurrence and \$1,000,000 Annual Aggregate

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:

It is understood and agreed that where required by governing contract/permit or licence, Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents has been added as an additional insured, but only with respect to liability arising vicariously out of the operations of the Named Insured, and that thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole, will be given by the insurers to the holder of this Certificate.

AGENT OR BROKER Hub International Insurance Brokers	ADDRESS 400 – 4350 Still Creek Drive Burnaby, BC V5C 0G5	PHONE NO (604) 269-1000
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 		DATE SIGNED May 7, 2020

This Certificate is subject to all the terms and conditions of the above noted policy(ies).



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

File: 11250-85 /EN21DOS001

May 6, 2020

WESTERN ROAD DISTRIBUTION INC.

P.O. Box 206

Maple Ridge, B.C.

V2X 7G1

Dear Sir:

We are pleased to advise that your tender for EN21DOS001 Forest Road Maintenance – Dust Control 2020 in the amount of for the above-noted contract is hereby accepted by the ministry.

Despite any clauses in the Agreement to the contrary and as required by the Invitation to Tender, please complete the following within the next 5 calendar days:

1. Sign, or seal if required by company articles, and return the executed contract, including where applicable the Prime Contractor Agreement, to this office. Do not alter the contract(s) in any way. The ministry will accept contract documents executed and then scanned and returned electronically to the Ministry Representative; however, this is not acceptable where a corporate seal is used. A copy of the contract(s) will be returned to you following countersigning by the ministry. Our records indicate your WorkSafeBC account number or is 584008. If this is incorrect or if the space provided is blank or if your registration has lapsed or been cancelled, please advise the ministry immediately. If you do not have a valid registration number, you must submit to the ministry proof of an application for registration. You must have a valid WorkSafeBC account number or, if applicable, Personal Optional Protection account number before work may commence.
2. Submit a Certificate of Insurance (copy attached) as proof of insurance coverage of the type and amount required by the contract. (It is the contractor's responsibility to provide their insurance agent/broker with a copy of the insurance schedule.)
3. Submit ICBC's Confirmation of Automobile Insurance form (APV47) as proof of automobile insurance coverage in the amount required by the contract.
4. As a condition of Contract finalization, you are required to provide the Ministry with a valid Tax Verification Letter. The letter can be obtained:
 - a) By mail: contacting the Ministry of Finance at +1 (877) 387-3332 and requesting a paper application be mailed to you or;
 - b) Online: through ETaxBC



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Failure to undertake all of the preceding requirements to the satisfaction of the ministry within the time allowed may result in one or more of the following:

1. Cancellation of the contract award;
2. Forfeiture of your bid deposit;
3. If the contract is awarded to another bidder, you may be held liable for any increased cost to the ministry;
4. Your eligibility to bid or for contract award on future ministry contracts.

It is your responsibility to ensure compliance with the WorkSafe BC regulation requiring you to submit a Notice of Project for certain forestry operations or construction projects to the nearest WorkSafe BC office prior to starting the work.

This will also serve to bring to your attention that if you fall within the parameters of the *Lobbyists Registration Act*, then it is your responsibility to make this determination and register as necessary.

Do not commence work until you are in receipt of your copy of the countersigned contract and a written Notice to Commence Work, where this is a requirement of the contract.

The ministry representative for this contract is Trevor Smiley, telephone number: 250-241-1442. Please direct any inquiries and all the above-required documents to this person.

Yours truly,

Trevor Smiley, RIT
Engineering Technologist
Okanagan Columbia Natural Resource District

Enclosures: Contract documents
Certificate of Insurance



Natural Resource Sector

Minor Works Contract

MINISTRY CONTRACT/FILE NO: 11250-85/EN21DOS001

PROJECT NAME: Forest Road Maintenance-Dust Control
2020

THIS AGREEMENT dated for reference May 6, 2020.

AND

BETWEEN

WESTERN ROAD DISTRIBUTION INC.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT.
Okanagan Shuswap Natural Resource District

PO BOX 206
MAPLE RIDGE, B.C.
V2X 7G1

(the "Province", "we", "us", or "our" as applicable) at the following address: 2501-14th Avenue, Vernon, British Columbia, V1T 8Z1
Telephone: 250-241-1442 Fax: 250-549-5485 Email Address: trevor.smiley@gov.bc.ca
Ministry Representative: Trevor Smiley, RFT

Telephone: (250) 851-8867 Fax: (604) 466-8325 Email Address: mrathwell@wroad.ca
Contractor Representative: Mike Rathwell
Business Number: BC0515049
WorkSafe BC No. 584008 and/or POP No.

In consideration of the payments hereinafter stipulated, the Contractor does hereby agree to provide, in accordance with the terms and conditions hereinafter set forth, all tools, equipment, labour, materials and services incidental to and necessary for the performance and execution of the following works:

ITEM NO.	DESCRIPTION OF WORKS TO BE PROVIDED	NUMBER OF UNITS	PRICE PER UNIT.	TOTAL AMOUNT
1.	Year 2020. To supply and apply, an estimated 545,000 litres of, Dust Control Liquid - including pre-watering. Dust Control and pre-watering is to be applied on 18 Forest Service Road Branches, or portions thereof, within the Okanagan Shuswap Natural Resource District.	545,000 L	\$ 0.344/Litre	

The quantity shown in Column 2 (Line Item 1) is estimation only. The final quantity measurement may vary from the estimation and contract payment will be based on the actual quantity and the price per unit shown in Column 3.

Renewal of the contract is not guaranteed for work in Year 2021 or Year 2022. The Parties may agree in writing to extend this Agreement for a further 12 month Term to accommodate the required work described in Year 2020 (Line Item 1), however, this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.

(Excluding GST and PST as a taxable transaction charged to the Province)

TOTAL

(hereinafter called the "Works")

WORK COMMENCING	Y	M	D	WORK COMPLETION	Y	M	D	DATE OF APPLICABLE TENDER (if any)	Y	M	D
	20	05	12		21	03	31		20	05	06

TERMS AND CONDITIONS:

- You shall commence Works immediately upon the execution of the Contract by us or on the date herein specified, whichever is later, and shall complete same by the date indicated. Time shall be deemed to be material and of the essence of this Contract.
- All Works hereunder shall be performed in a workmanlike manner, and unless otherwise specified you shall use only the best materials of their kind.
- In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our servant, employee, partner, or agent of the Province. You must not act or purport to act contrary to this section.
- You shall not, without first obtaining our written consent, make any assignment or award any subcontracts for the performance and execution of the Works under this Agreement.
- You will not in any manner whatsoever, in relation to performing the Works, commit or purport to commit the Province to the payment of any money to any person, firm or corporation.
- Holdback**
Contract payments will be subject to a ten (10) percent holdback for fifty-five (55) days after acceptance of the Works.
The holdback maintained under this clause may be forfeited in whole or in part for cause.
Interest will neither be charged nor paid for amounts withheld from payment under the provisions of this clause.
- Where the total value of this Agreement, in the aggregate, is less than \$5,000.00, the provisions contained in Clause 6 do not apply.

ATTACHED SCHEDULES WHICH FORM AN INTEGRAL PART OF THIS CONTRACT:

SCHEDULE	TITLE
A	Services
B	Contract Payment
C	Table and Map of Forest Service Roads for Dust Control
D	Insurance Requirements
E	Prime Contractor Agreement
F	Safe Conditions Schedule
G	Tax Verification

8. ADDITIONAL CONDITIONS

- Conflict**
You must not, during the term, provide any service to any person, firm or corporation in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your obligations under this Agreement and your obligations to the other person, firm or corporation.
- Regulations**
You shall keep yourself fully informed of and shall comply with all applicable municipal, provincial and federal legislation and regulations.
- Permits and Regulations**
You shall, at your own expense, obtain all required permits necessary to complete the Works. Upon request, you shall provide us with proof of having obtained such permits.
- Taxes**
You shall be responsible for payment of provincial, municipal or federal taxes in force during the progress of the Works.

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)

Contractor or Authorized Signatory)

TONY ZANOTTO

MIKE RATHWELL

Dated this _____ day of _____, 2020

Dated this 7th day of MAY, 2020

8.5 WorkSafe BC Coverage

You shall comply with, and ensure all subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the Workers' Compensation Act in British Columbia or similar laws in other jurisdictions.

You shall, at your own expense, provide the necessary WorkSafe BC compensation coverage for yourself, all workers, shareholders, directors, partners, or other individuals employed or engaged in the performance of the Works and shall ensure all approved subcontractors obtain WorkSafe BC coverage.

If you or your subcontractors do not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act, then you shall ensure you and your subcontractors apply for and maintain Personal Optional Protection under the Workers Compensation Act.

You shall be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the Workers Compensation Act.

For the purposes of the Workers' Compensation Act, you may be considered the "Prime Contractor", 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.

8.6 Site

You have visited the site and are familiar with all conditions pertaining thereto.

8.7 Work Area

All Works is to be confined to "the area" as defined and/or ordered by the Province.

8.8 Indemnity

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.

8.9 Supervision

You shall give efficient supervision to the Works, using your best skill and attention. You shall carefully study and compare all specifications and other instructions, and shall at once report to us any error, inconsistency or omission which you may discover, but you shall not be held responsible for their existence or discovery.

8.10 Personnel

You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned. Notwithstanding the provisions contained in Clause 3, we may, from time to time, give you such instructions as we consider necessary in connection with the progression of the Works, but you will not be subject to our control in respect of the manner in which such instructions are carried out.

8.11 Wages

You shall promptly pay fair wages to all persons employed by you, and shall comply with all statutes respecting wages and the payment of wages and the requirements of any statutes applicable to contracts respecting work and public works and fair employment.

8.12 Substitutions

Where a "brand name" of supplies or materials is specified, no substitutions are allowed without our prior written approval.

8.13 Samples

Where samples of supplies or materials are requested, it shall be your duty to submit them to us prior to the delivery of such supplies or materials on the site. On acceptance of such supplies or materials, written approval will be given to you by us.

8.14 Inspection of Work

We shall at all times have access to the Works, and you shall provide proper facilities for such access and for inspection. If any Works shall be covered up without our approval or consent, it must, if so required by us, be uncovered for examination at your expense.

8.15 Defective and Damaged Work

At any time during the progression of the Works, and including a period of twelve months after the completion thereof, you shall rectify any defective or damaged Works to our satisfaction at your expense.

8.16 Clean-up

You shall at all times keep the site free from any accumulation of waste material or rubbish. Upon completion of the Works, you shall remove all rubbish from and about the site, and shall leave the Works "broom clean".

8.17 Change of Work

Additions to or deletions from work required to be done, materials supplied or things provided may be ordered in writing by us.

You agree not to plead verbal orders as an excuse or basis of claim in respect to any omission, deviation or extra work performed by you under this Agreement, unless such written order has first been received by you from us. Where so ordered, you agree that such additions or deletions shall be at the rate herein specified or, where not specified, shall be at the rate agreed upon as set out in such orders.

8.18 Damages for Non-Completion

We may cancel the Agreement in case of your failure to comply with the terms and conditions of this Agreement.

Payment for Works completed prior to cancellation shall be made on the basis of the difference between the bid price and the cost of completing the Works covered by this Agreement, and you shall have no further claim to payment.

8.19 Non-Waiver

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.

8.20 Payment

If you comply with this Agreement, we must pay you for the Works in accordance with the prices tendered (excluding GST and any PST that you are required to charge the Province as a taxable transaction, but inclusive of any taxes paid or payable by you to a supplier) and as stated herein. Progress payments may be made upon acceptance of the Works by us.

We will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by you to a supplier and which were inclusive in the bid price) to be paid as a separate line item.

In order to obtain payment under this Agreement, you must submit written statements of account to us in a form satisfactory to us.

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to the provisions of the Financial Administration Act.

8.21 Appropriation

Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which such funds are required.

The Province, by executing this document, certifies that funding has been provided for the term herein specified during which the services are to be provided. Where the contract term exceeds single fiscal year, funding for second and subsequent fiscal periods are subject to appropriation.

8.22 Records to be kept by Contractor

You shall, in connection with this Agreement:

(a) establish and maintain accurate books of account and records (including supporting documents) to our satisfaction, and when requested, permit us, at any time during normal business hours, to copy and audit any one or more of the books of account or records (including supporting documents); and

(b) permit us, 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 you or your subcontractor as a result of this Agreement.

8.23 Confidentiality

You will treat as confidential and will not, without our prior written consent, disclose or permit to be disclosed or used, either before or after the expiration or sooner termination of this Agreement, any information supplied to, obtained by, or which comes to your knowledge or your subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement except if the disclosure is necessary to enable you to fulfil your obligations under this Agreement 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.

8.24 Survival of Terms

All terms of this Agreement in our favour, and all our rights and remedies, either at law or in equity, survive the expiration or sooner termination of this Agreement.

9. MISCELLANEOUS

9.1 In this Agreement, wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the parties hereto so require.

9.2 This Agreement will be governed by, and interpreted and construed in accordance with, the laws in British Columbia.

9.3 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) hand delivered to the party or the party representative, in which case it will be deemed to be received on the day of its delivery; or

(b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or

(c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or

(d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.

9.4 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 9.3 or any other method agreed to by the parties.

9.5 No change to the Agreement shall be effective unless the change is in writing, is signed by both Parties, and is in the form of an amending document, namely, an NRS600 Modification Agreement form, or in such other standard form of a similar nature that we may provide from time to time.

9.6 The Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province, all information, statements, documents and reports or submitted in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct and that it has the power and capacity to enter into this Agreement.

9.7 You must comply with the Insurance Schedule if attached. If the Insurance Schedule is not attached, you agree to provide and maintain any insurance required by law or which you consider necessary to cover risks relating to the performance of work during the Term of this Agreement that protects against claims for personal injury, death, property damage, or third party or public liability claims.



Schedule A - Services

File: 11250-85/EN21DOS001

Attachment to the Agreement with Western Road Distribution Inc. for Forest Road Maintenance – Dust Control 2020.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- (a) **Year 2020.** To supply and apply, **an estimated 545,000 litres of**, Dust Control Liquid – including pre-watering. Dust Control and pre-watering is to be applied on 18 Forest Service Road Branches, or portions thereof, within the Okanagan Shuswap Natural Resource District. Supply and apply includes all costs associated with material handling and storage.
- (b) Dust Control Liquid must be comprised of (a 35% calcium chloride based solution CaCl_2) or equivalent, (30% magnesium chloride MgCl_2).
- (c) The application rate and width, for applying the Dust Control Liquid, is 1.6 litres per square metre and 4 metres, respectively.
- (d) Dust Control includes all phases of the application and all required pre-watering.
- (e) Required Truck Capacity is 10,000 litres (legal load); Quad Axle Pup Capacity is 19,000 litres (legal load).
- (f) A Computerized Spray Application System, capable of monitoring spray application in litres per meter square and cumulative amount sprayed. Including: a pressurized spray bar with positive shut-off nozzles and a spray bar able to spray up to 4.0 meters in width.
- (g) VHF radio with current Resource Road channels.
- (h) Invoices must include the quantity (L) of dust control liquid applied, and the reference of specific Forest Service Road(s) of which the application was applied.
- (i) Supply detailed invoice information specific to road segments upon request of the Ministry Representative.

2. KEY PERSONNEL

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

- (a)
- (b)

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

SCHEDULE A

SERVICES (Continued)

3. OPTION TO RENEW

- 3.01 This Agreement may be renewed for a further Term of *12 (twelve) months* 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 rate or 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.



Schedule B – Contract Payment

File: 11250-85/EN21DOS001

Attachment to the Agreement with Western Road Distribution Inc. for Forest Road Maintenance – Dust Control 2020.

1. Fees

- 1.01 Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on the rates shown in the attached table (Table 1 – Contractor Rates) provided by you, as Services, during the Term of this Agreement.

Table 1 – Contractor Rates

Year 2020	Price Per Unit
Year 2020. To supply and apply, <i>an estimated 545,000 litres of</i> , Dust Control Liquid – including pre-watering. Dust Control and pre-watering is to be applied on 18 Forest Service Road Branches, or portions thereof, within the Okanagan Shuswap Natural Resource District.	s.21
Renewal of the contract is not guaranteed for work in Year 2021 or Year 2022. The Parties may agree in writing to extend this Agreement for a further 12 month Term to accommodate the required work described in Year 2020, however this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.	

- 1.02 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.
- 1.03 In no event will fees payable to you, in accordance with this Schedule exceed in total

2. Expenses

- 2.01 We will not pay any expenses to you for the completion of the Services.

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 Senter fee total.

4. Holdback from Payment

- 4.01 As per the Agreement, the Province will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services and interest is not payable on the amount held back by the Province.
- The Province is authorized, but not obliged, to apply the holdback funds as follows:
- a) firstly, to any unpaid government agencies or boards;

SCHEDULE B

CONTRACT PAYMENT

- b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and
 - c) thirdly as security for the correction of any breach of a provision of the Agreement.
-

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 the Ministry representative.
- 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 **Forest Service Road(s)** and a description of specific services/works completed during the Billing Period, 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;
 - (d) if you are claiming reimbursement of any GST 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;
 - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
 - (f) 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:

Ministry of Forests, Lands and Natural Resource Operations
2501 – 14th Avenue
Vernon, British Columbia V1T 8Z1

Attention: Trevor Smiley, RFT

Please note: Invoices must include the quantity (L) of dust control liquid applied, and the reference of specific Forest Service Road(s) of which the application was applied.

Forest Road – Dust Control 2020	Km	PoC	PoT	Length (m)	Map Reference
	0.0 to 41.0	0.0	41.0	41000	1
	0.0 to 1.5	0.0	1.5	1500	2
	7.8 to 8.4	7.8	8.4	600	2
	8.9 to 9.5	8.9	9.5	600	2
	0.6 to 1.0	0.6	1.130	530	2
	1.2 to 1.4	1.2	1.470	270	2
	2.3 to 2.9	2.3	2.965	665	2
	5.4 to 5.6	5.4	5.6	200	2
	7.0 to 7.2	7.0	7.2	200	2
)	7.6 to 8.0	7.6	8.0	400	2
	10.8 to 12.9	10.8	12.9	1100	3
	12.7 to 12.9	12.7	12.9	200	3
	16.6 to 20.4	16.6	20.4	3.8	3
	22.0 to 22.9	22.0	22.9	900	3
	23.0 to 23.4	23.0	23.4	400	3
	23.7 to 25.0	23.7	25.0	1300	3
)	29.5 to 31.0	29.5	31.0	1500	3
WHITE LAKE					
Bastion Creek FSR (9653.01)	1.0 to 3.0	1.0	3.0	2000	4
	0.0 to 0.9	0.0	0.9	900	4
	0.0 to 0.3	0.0	0.3	300	5
	0.8 to 1.1	0.8	1.1	300	5
	1.5 to 2.5	1.5	2.5	1000	5
	0.0 to 2.6	0.0	2.6	2600	6
	0.0 to 0.5	0.0	0.5	500	6

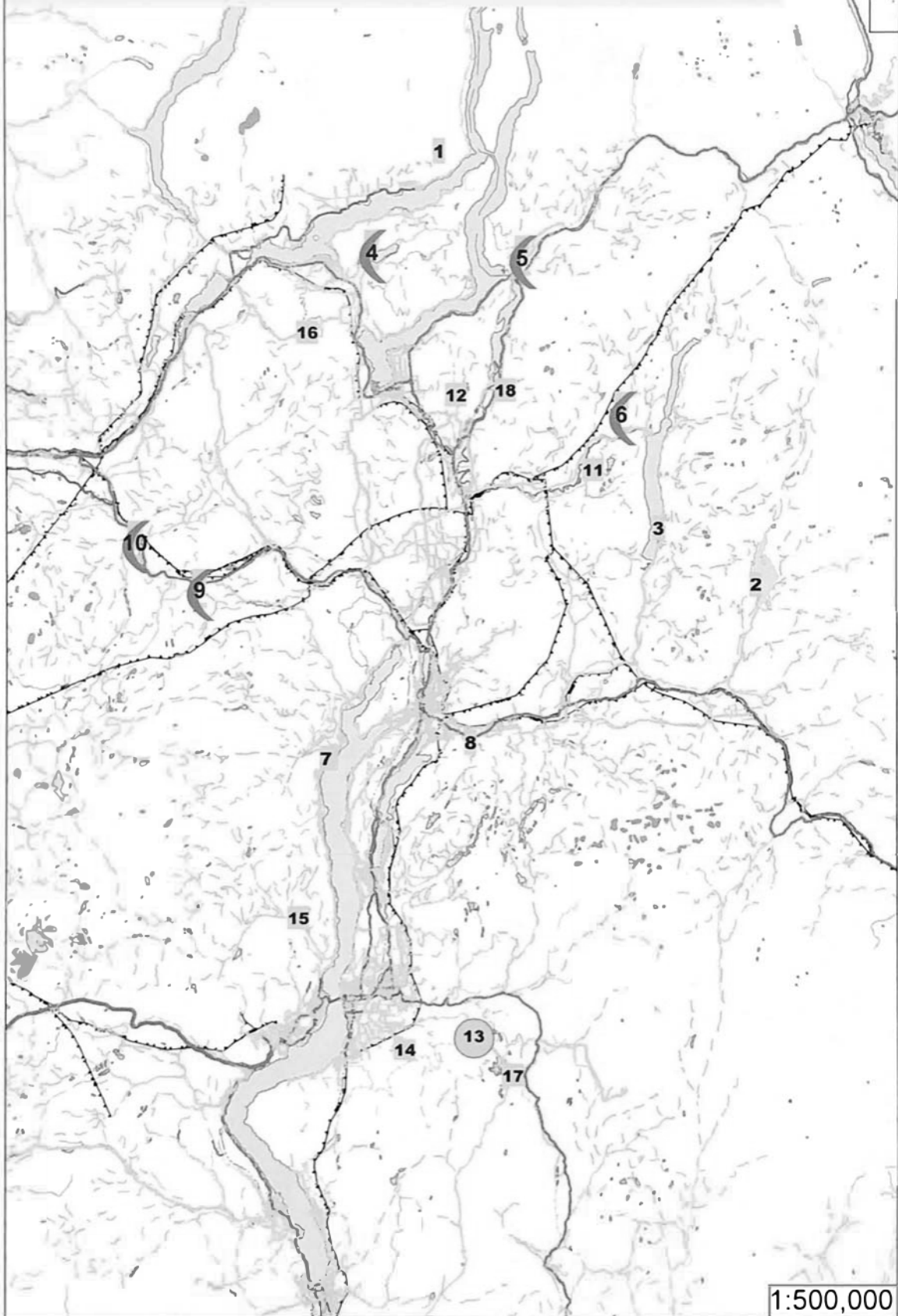
	0.0 to 1.13	0.0	1.1	1130	7
	0.0 to 0.4	0.0	0.4	400	8
	0.0 to 1.0	0.0	1.0	1000	9
	0.0 to 2.0	0.0	2.0	2000	10
	14.0 to 14.5	14.5	15.0	500	11
	22.0 to 25.0	22.0	25.0	3000	12
	25.5 to 27.0	25.5	27.0	1500	12
	1.6 to 2.0	1.6	2.0	400	13
	0.0 to 4.5	0.0	4.5	4500	14
	9.0 to 10.0	9.0	10.0	1000	15
	0.0 to 0.8	0.0	0.8	800	16
	74.5 to 80.0	74.5	80.0	5500	17
	0.0 to 0.5	0.0	0.5	500	18

Table 1. The Length (m) amount shown in the fifth column is an estimation only. The final quantity measurement may vary from the estimation and contract payment will be based on the actual quantity and the price per unit agreed in schedule 'B'.

Renewal of the contract is not guaranteed for work in Year 2021 or Year 2022. The Parties may agree in writing to extend this Agreement for a further 12 month Term to accommodate the required work described in Year 2020, however, this is subject to the satisfactory performance by the Contractor and availability of funding by the Province.

Schedule "C"

EN21DOS001 2020 DUST CONTROL GENERAL LOCATION MAP





Natural Resource Ministries

Schedule D – Insurance

File: 11250-85/EN21DOS001

Attachment to the Agreement with Western Road Distribution Inc. for Forest Road Maintenance – Dust Control 2020.

1. 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 12 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.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. 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.
5. Notwithstanding Paragraph 6, 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.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. 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.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 12.

11. Unless stated otherwise under any subsection of Paragraph 12, where the Province is to be added as an Additional Insured or otherwise to be identified on the policy, it shall be written as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents".

12. 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 clean-up 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, such policy shall not contain an "insured vs insured" exclusion and this insurance shall include the Province as an additional insured as stated below:

- ☐ \$250,000
- ☐ \$500,000
- ☒ \$1 million
- ☐ Not applicable

As per Paragraph 11, the Province is to be added as an "Additional Insured" under this policy.

b) Automobile Liability

Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.



Natural Resource
Ministries

Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO:
11250-85/EN21DOS001

THIS AGREEMENT DATED FOR REFERENCE THE 6th
DAY OF May, 2020.

FOR: FOREST ROAD MAINTENANCE – DUST CONTROL 2020
WITHIN THE OKANAGAN SHUSWAP NATURAL RESROUCE DISTRICT
The "Activity / Treatment" and the "Work Location"

BETWEEN:

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

Okanagan Shuswap natural Resource District
2501-14th Avenue, Vernon, British Columbia, V1T 8Z1

Phone Number: (250) 241-1442..... FAX Number: (250) 549-5485
E-mail Address: Trevor.Smiley@gov.bc.ca

(the "Province")

AND:

Western Road Distribution Inc.
P.O. Box 206, Maple Ridge B.C.
V2X 7G1

Phone Number: (250) 851-8867 FAX Number: (604) 466-8325
Business E-mail Address: mrathwell@wroad.ca
Coordinator: _____
Business Number: BC0515049
WCB No:584008

(the "Prime Contractor")

referred herein to as "the Parties".

WHEREAS:

- A. The Province and the Prime Contractor have agreed that a Multiple Employer Workplace is anticipated and expected at the Work Location and have duly executed this Agreement.
- B. The Province and the Prime Contractor have agreed that the *Workers Compensation Act* (WC Act) and its regulations allow the Province to establish Prime Contractor responsibilities.
- C. The Prime Contractor agrees to be the prime contractor at the Multiple Employer Workplace for the Work or Services being performed.
- D. The Prime Contractor has the required knowledge and control of the Multiple Employer Workplace to execute the responsibilities of a prime contractor as described in the WC Act and its regulations.

- E. The Province and the Prime Contractor have agreed that the prime contractor functions shall be carried out in accordance with this Agreement and any Contract Documents or other agreements between the Parties.

Accordingly, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.01 In this document, the following words have the following meanings:
- (a) "**Affected Parties**" means independent firms described in Article 2 that create a multiple employer workplace;
 - (b) "**Affected Persons**" includes the Prime Contractor and Affected Parties and their visitors to the workplace, employees, officers, directors, agents, or subcontractors entering the Multiple Employer Workplace;
 - (c) "**Agreement**" means this Prime Contractor Agreement between the Parties;
 - (d) "**Amending Document**" means an FS600 Contract Amendment form or another standard form of similar nature specified by the Province;
 - (e) "**Contract Documents**" means those documents described in section 3.01.
 - (f) "**Multiple Employer Workplace**" means a workplace where workers of two or more employers are working at the same time where the work being carried out "overlaps".
 - (g) "**Principal Contractor**" means a party who holds a contract for service or works with the Province and does not include any tenures or authorizations under the *Forest Act*.
 - (h) "**Term**" means the period of time this Agreement is in force pursuant to Article 3.
- 1.02 If any of the words in section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.

ARTICLE 2. AFFECTED PARTIES

The following other parties are a party to the creation of a Multiple Employer Workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

Firm Name	Address	File#

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.01 The Parties entered into the agreement dated for reference the _____, identified as Agreement Number EN21DOS001 that is applicable to and forms part of this Agreement.

Amending Documents

- 3.02 No change to the Agreement is effective unless the change is in the form of an Amending Document signed by both Parties.

ARTICLE 4. TERM OF AGREEMENT

- 4.01 Subject to Clause 3.02, the Term of this Agreement is from Month & Day, 2020 to March 31, 2021 inclusive. Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

- 5.01 The Prime Contractor shall:
- (a) familiarize itself with the Multiple Employer Workplace;
 - (b) immediately notify the Ministry Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple

Employer Workplace;

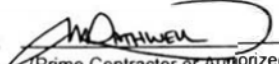
- (c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;
- (d) when requested, provide the following to the Ministry Representative:
 - i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;
 - ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

Coordination and Compliance

- 5.02 The Prime Contractor shall ensure that its systems or processes eliminates or minimizes risk of injuries and will adequately monitor and coordinate Affected Parties' activities to ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulation*, which includes, but is not limited to:
- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
 - (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
 - (c) conducting safety meetings with all Affected Parties and recording minutes of meetings;
 - (d) ensure all parties conduct ongoing Workplace inspections;
 - (e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;
 - (f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;
 - (g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;
 - (h) establishing, maintaining and communicating emergency response and evacuation procedures;
 - (i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;
 - (j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;
 - (k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;
 - (l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;
 - (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.
- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.

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

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
(Authorized Ministry Contract Officer/Expense Authority) TONY ZANOTTO, Resource Manager	 (Prime Contractor or Authorized Signatory) Printed Name <u>MIKE RATHWELL</u>
Dated this _____ day of _____, 20__	Dated this <u>1TH</u> day of <u>MAY</u> , <u>2020</u>



Natural Resource Ministries

Schedule F Safety Conditions

File: 11250-85/EN21DOS001

Attachment to the Agreement with Western Road Distribution Inc. for Forest Road Maintenance – Dust Control 2020.

Terms such as “employer”, “supervisor”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms under the *Workers’ Compensation Act (WC Act)* and its regulation.

ARTICLE 1 OTHER SAFETY CONSIDERATIONS

Notice of Project

- 1.01 Where a Notice of Project is required as set out in the *WC Act* and its regulations, the Contractor, unless otherwise notified in writing by the Province or the Prime Contractor, must submit the Notice of Project in a format acceptable to WorkSafe BC.
- 1.02 Where the Contractor submits the Notice of Project, a copy must be provided to the Province. Where the Province or Prime Contractor will submit the Notice of Project, the Contractor must provide, upon request, all information necessary to support the Notice of Project and the Contractor will be provided with a copy of the Notice of Project.
- 1.03 The Contractor will commence and conduct all operations consistently with the Notice of Project.

Reporting

- 1.04 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, and 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).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will 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.
- 1.06 Upon the Province’s request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
 - (a) an effective business process in place to:
 - i) remedy any workplace conditions that are hazardous to the health or safety of the employer’s workers including safe work practices and procedures;
 - ii) ensure that the employer’s workers:
 - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
 - B. are made aware of their rights and duties under the *WC Act* and its regulations.

- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
 - i) first aid assessment and provision services and equipment;
 - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
 - iii) accident injury reporting and investigation;
 - iv) 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;
 - v) evidence of training and any required certifications required under *WC Act* or its regulations;
 - vi) 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;
 - vii) provision for the regular inspection of premises, work methods and work practices; and
 - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

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 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.
- 2.04 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.

ARTICLE 3 HAND FALLING

- 3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.
- 3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at 12 inch stump height, or as may be determined by WorkSafe BC.
- 3.03 The Contractor must ensure that:
 - (a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;
 - (b) a qualified Falling Supervisor satisfactory to the Province is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place.
- 3.04 A Falling Supervisor will be deemed qualified where:
 - (a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or
 - (b) it is BCFSC Falling Supervisor Certified; or
 - (c) in the Province's sole opinion, evidence of qualifications/certifications and proficiency for the timber and slope for the Work Area and competency to discharge the expectations of a falling supervisor is satisfactory.
- 3.05 No hand falling operations will commence without the Province's prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor's ability and competence.
- 3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify the Ministry Representative of the name of the designated Falling Supervisor or substitution thereof.
- 3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.
- 3.08 The Contractor must ensure:
 - (a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;
 - (b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and
 - (c) upon request of the Ministry representative, provide any documents and evidence to verify adherence to the Falling Plan.

- 3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.



Natural Resource Ministries

Tax Verification - Appendix #G

1. DEFINITION:

"**Tax Verification Letter**" means a letter issued by the Province's Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a condition of Contract finalization, as described in Section 3.

2. APPLICABILITY:

Unless an exception applies as described in Section 3 b), as a condition of Contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see Section 3 for further details. As set out in Section 3, the Province will be unable to finalize a Contract with a Proponent that is unable to produce a Tax Verification Letter as a part of Contract finalization, if required.

3. TAX VERIFICATION LETTER:

- a) As a condition of Contract finalization, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent.
- b) A Tax Verification Letter will not be required if:
 - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
 - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.
- c) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.



Ministry of
Forests, Lands and
Natural Resource Operations

ENGINEERING EQUIPMENT
RENTAL AGREEMENT

THIS AGREEMENT DATED FOR REFERENCE this 26th day
of June, 2014

FILE/CONTRACT NO.: ERA14DOS005

CLIENT NO./IDENTIFIER

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British
Columbia, as represented by the Minister of Forests, Lands and
Natural Resource Operations

Okanagan Shuswap Natural Resource District
2501 14th Ave
Vernon, B.C.
V1T 8Z1
(Ministry Location & Address)

(herein called the "Province")
Referred herein to as 'the Parties'

AND:

High Valley Contracting Ltd.

(Name)
4545 Highway 97
(Business Address)
Falkland B.C. V0E 1W1
(City, Province) (Postal Code)
s.22 s.22
(Phone No.) (Cellular Phone No.)
250-379-2374
(Fax No.) W.C.B. Registration No.)
highvalley@telus.net
(E-Mail Address)

(herein called the "Contractor")

WHEREAS:

- The Province requires the use of certain equipment from time to time for work on various projects.
- 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.
- 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

- The Contractor will supply to the Province, when requested, the following equipment (the 'Equipment') at the all found rates, *exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST)*, [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 [\$] (PST & GST Excluded)
Cat Skidder Dozer	5WW00189	1997 517	136 hp		
Hitachi Excavator	12V-42131	1995 120-3	Class 6	Thumb & Buckets	
Kenworth Dump Truck	2NKDLBGX1L M924194	2002	14 cu. yd.		
Superior Trailer tandem axle		2002 Superior	20 ton		
Hand Faller					

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

The Parties have executed this Agreement as follows:

PROVINCE

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

(Authorized Representative/Expense Authority)

Print Name

Dated this 27th day of June, 2014

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)

Print Name

Dated this _____ day of _____, 20____

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 31st 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 initialed by the Contractor's operator and certified correct by the Province, multiplied by the applicable rates (exclusive of PST & GST) 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) The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes payable by the Province in relation to the Work as a separate line item.
- (f) 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 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, 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 in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.
- (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 Commercial 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, including operation and handling of drilling and blasting Equipment if applicable, 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 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) If the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, then the Contractor shall ensure that it applies for and obtains Personal Optional Protection under the *Workers' Compensation Act*.
 - (iii) Comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions.
 - (iv) 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 performed under this Agreement, and
 - (v) Upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) 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/licensed 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 be exclusive of GST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities and the invoice must include a description of any such entitlement, 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.

File No.: _____
Project No. : _____

Attachment to the Engineering Equipment Rental Agreement with _____

- ☐ Equipment added during the Term of this Agreement. Date _____
- ☐ Equipment required to be on standby. Date _____

[illegible]

PROVINCE

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

(Authorized Representative/Expense Authority)

Print Name

Dated this _____ day of _____, 20____

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)

Print Name _____

Dated this _____ day of _____, 20____

PROCEDURES FOR COMPLETING AND USING THE EQUIPMENT RENTAL AGREEMENT

FS 21 Engineering Equipment Rental Agreement

- The FS21 may be used for one or more pieces of equipment owned by a particular supplier.
- The EES Client Number/Identifier field refers to existing FLNR Client Number or Key Identifier assigned in the BC Bid System.
- The equipment is listed in Clause 1(a) on the front page of the FS21 and on Schedule A if additional space is needed.
- Rates must be negotiated for each project and for each piece of equipment, using as a guideline the rates set out in the annual *Equipment Rental Rate Guide*, referred to as *the Blue Book* published by the B.C. Road Builders and Heavy Construction Association.
- If during a project, the Province requires a piece of equipment to be on standby, a new Schedule A is used to list the equipment and show the agreed-to standby rate (\$/hr). The Schedule A is dated, signed by both parties, and attached to the FS21.
- If during the life (term) of the FS21, a particular supplier wishes to add additional pieces of equipment to the list already provided and shown in clause 1(a), the additional equipment may be added to Schedule A.
- **The Worksite, Point of Hire, cost of Mobilization, and Demobilization, referred to in clause 3, are shown on the time cards. See Time Cards FS472 and FS472A for more details.**
- Clause 5 deals with termination of the agreement.
- Clause 6 simply describes that just because an agreement is signed, there is no obligation, by either party, to use the equipment listed in the agreement.
- Clause 10 describes payment for drilling and blasting operations and payment of explosive materials.

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**BRITISH
COLUMBIA**

Natural Resource Sector

EQUIPMENT RENTAL AGREEMENT

Agreement/File No. 1070-20-ERA18DOS001	THIS AGREEMENT DATED FOR REFERENCE THE 16th DAY OF June , 20 17
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BETWEEN:

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

Okanagan Shuswap Natural Resource District

2501 14th Ave Vernon, B.C. V1T 8Z1

Phone Number: 250-558-1700

FAX Number: 250-549-5485

E-mail Address: Jody.Bradwell@gov.bc.ca

(the "Province")

AND:

0805653 BC LTD - Ok Forestry Road Maintenance Ltd.

Box 267, 87 Eastside Road Grindrod, B.C. V0E-1Y0

Phone Number: s.22

FAX Number: 250 838-0753

E-mail Address: s.22

Business Number: 250-517-8415

WorkSafe BC and/or Personal Optional Protection Number: 793516

(the "Contractor") referred herein to as "the Parties".

WHEREAS:

- The Province requires the use of certain equipment from time to time for work on various projects.
- 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.
- 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

- The Contractor will supply to the Province, when requested, the following equipment (the "Equipment") at the all found rates, *exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST)*, [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] as identified in the attached Schedule A.
- 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.

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.

3. Worksite, Point of Hire, Mobilization and Demobilization

- (a) The Point of Hire shall be mutually agreed to between the Parties, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (b) The Equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (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)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A. 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.
- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

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 the next occurring March 31st 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 (exclusive of PST & GST) 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) The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes payable by the Province in relation to the Work as a separate line item.
- (f) 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 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, 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 in

connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

- (b) 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.
- (c) The Contractor must, without limiting its obligations or liabilities and at its own expense, address the risk of physical loss and damage or both to the Equipment by either:
 - (i) purchasing and maintaining throughout the term of this Agreement insurance against such physical loss or damage; or
 - (ii) acknowledging the Equipment is uninsured and accepting the risk of such physical loss or damage personally or corporately as the case may be and the Contractor waives all rights of recourse against the Province, or any of its employees, or agents.
- (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 Commercial 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, including operation and handling of drilling and blasting Equipment if applicable, 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 Contractor shall:
 - (i) at its own expense, provide the necessary WorksafeBC (the Workers' Compensation Board) coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work as a result of this Agreement and shall ensure all approved Subcontractors obtain WorksafeBC coverage;
 - (ii) if the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers' Compensation Act*;
 - (iii) comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
 - (iv) 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 performed under this Agreement; and
 - (v) upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) By mutual agreement of the parties, this Agreement may be amended in writing.

10. Drilling and Blasting Requirements

- (a) A blaster must be licensed with the appropriate class, under WorksafeBC (the Workers' Compensation Board), to carry out the work. The Contractor must produce evidence of the licence upon request of the Province.

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- (b) The drilling equipment associated with this Work is hired at the rental rate shown in clause 1, which shall include driller/licensed 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; and
- (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 be exclusive of GST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities and the invoice must include a description of any such entitlement;
- (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; and
- (iii) use only rock-drilling and blasting techniques which minimize fly rock, reduce the potential for landslides or slope instability and minimize disturbance to forest resources and existing improvements.

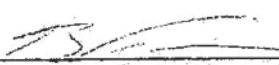
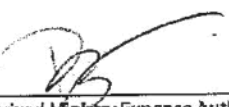
11. Additional Conditions

As may be applicable (otherwise "N/A") E.g.:

- Identify attached contract documents, specifications, sketches, maps, etc.,
- a Safety Conditions Schedule - NRS1313 may be attached if integral to this agreement, and
- if a multi-employer worksite has been created and this contractor is in agreement to be delegated as the "Prime Contractor", it could be noted here. Prime Contractor delegation will require both the ministry and contractor agreeing and executing a stand-alone Prime Contractor Agreement - NRS 1354. Refer to Section 4 of the Guide for further information.

In signing this agreement, the Contractor certifies that he/she understands the terms of this agreement and agrees to supply the Equipment at the rates as identified on the attached "Schedule A", certain contract documents noted in 5.11 if applicable; and Project Time Report (Daily) NRS472, or the Project Time Report (Bi-Weekly) NRS472A.

The Parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor of a corporation)	SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province
	
(Contractor or Authorized Signatory)	(Authorized Ministry Expense Authority)
Brad Digness	Paul Blomberg
(Printed Name)	(Printed Name)
Dated this Day 10 day of Month JULY 20 17	Dated this Day 11 day of Month JULY 20 17

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**BRITISH
COLUMBIA**
Natural Resource Sector
SCHEDULE "A"
EQUIPMENT RENTAL AGREEMENT

Agreement/File No. 1070-20-ERA18DOS001

Project No. FSR Grading

Attached to the Equipment Rental Agreement with 0805653 BB LTD OK Forestry Road Maintenance Ltd

MAKE AND TYPE OF MACHINE	SERIAL NO. or Unit No	YEAR AND MODEL	RATED SIZE &/OR CAPACITY	EQUIPMENT and ATTACHMENTS	PER Hr/Day	RENTAL RATE
John Deere Grader	DW772GX628680	2010 772G	200-249FWH P	Grader	hr	
				All Wheel Drive Add 5%	hr	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Grader	DW772GX628680	2010 772G	200-249FWH P	Grader	hr	
				All Wheel Drive Add 5%	hr	
				Wobbly Wheel (7-8 tons) add \$4.40	hr	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Grader	DW772GX628680	2010 772G	200-249FWH P	Grader	hr	
				All Wheel Drive add (5%)	hr	
				Ripper add (10%)	hr	
				NEW ALL FOUND RATE		
				STANDBY		

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This button will allow you to send the document by email and the button will not appear on the final copy if protection has been enabled.



Agreement/File No. 1070-20-ERA19DOS002

THIS AGREEMENT DATED FOR REFERENCE THE

3rd DAY OF

April, 2018

BETWEEN:

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

Okanagan Shuswap Natural Resource District

2501 14th Ave Vernon, B.C. V1T 8Z1

Phone Number: 250-558-1700

FAX Number: 250-549-5485

E-mail Address: bill.borrett@gov.bc.ca

(the "Province")

AND:

0805653 BC LTD - Ok Forestry Road Maintenance Ltd.

Box 267, 87 Eastside Road Grindrod, B.C. V0E-1Y0

Phone Number: s.22

FAX Number: 250 838-0753

E-mail Address: s.22

Business Number: 250 517-8415

WorkSafe BC and/or Personal Optional Protection Number: 793516

(the "Contractor") referred herein to as "the Parties".

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, *exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST)*, [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] as identified in the attached Schedule A.
- (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.

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.

3. Worksite, Point of Hire, Mobilization and Demobilization

- (a) The Point of Hire shall be mutually agreed to between the Parties, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (b) The Equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (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)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A. 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.
- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

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 the next occurring March 31st 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 (exclusive of PST & GST) 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) The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes payable by the Province in relation to the Work as a separate line item.
- (f) 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 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, 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 in

connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

- (b) 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.
- (c) The Contractor must, without limiting its obligations or liabilities and at its own expense, address the risk of physical loss and damage or both to the Equipment by either:
 - (i) purchasing and maintaining throughout the term of this Agreement insurance against such physical loss or damage; or
 - (ii) acknowledging the Equipment is uninsured and accepting the risk of such physical loss or damage personally or corporately as the case may be and the Contractor waives all rights of recourse against the Province, or any of its employees, or agents.
- (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 Commercial 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, including operation and handling of drilling and blasting Equipment if applicable, 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 Contractor shall:
 - (i) at its own expense, provide the necessary WorksafeBC (the Workers' Compensation Board) coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work as a result of this Agreement and shall ensure all approved Subcontractors obtain WorksafeBC coverage;
 - (ii) if the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers' Compensation Act*;
 - (iii) comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
 - (iv) 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 performed under this Agreement; and
 - (v) upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) By mutual agreement of the parties, this Agreement may be amended in writing.

10. Drilling and Blasting Requirements

- (a) A blaster must be licensed with the appropriate class, under WorksafeBC (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/licensed 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; and
- (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 be exclusive of GST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities and the invoice must include a description of any such entitlement;
- (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; and
- (iii) use only rock-drilling and blasting techniques which minimize fly rock, reduce the potential for landslides or slope instability and minimize disturbance to forest resources and existing improvements.

11. Additional Conditions

As may be applicable (otherwise "N/A") E.g.:

- Identify attached contract documents, specifications, sketches, maps, etc.,
- a Safety Conditions Schedule - NRS1313 may be attached if integral to this agreement, and
- if a multi-employer worksite has been created and this contractor is in agreement to be delegated as the "Prime Contractor", it could be noted here. Prime Contractor delegation will require both the ministry and contractor agreeing and executing a stand-alone Prime Contractor Agreement - NRS 1354. Refer to Section 4 of the Guide for further information.

In signing this agreement, the Contractor certifies that he/she understands the terms of this agreement and agrees to supply the Equipment at the rates as identified on the attached "Schedule A", certain contract documents noted in S.11 if applicable; and Project Time Report (Daily) NRS472, or the Project Time Report (Bi-Weekly) NRS472A.

The Parties hereto have duly executed this Agreement.

<p>SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor of a corporation)</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>(Contractor or Authorized Signatory)</p> <p>Brad Digness</p> <p>(Printed Name)</p> <p>Dated this 3rd day of April , 2019</p>	<p>SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>(Authorized Ministry Expense Authority)</p> <p>Paul Blomberg</p> <p>(Printed Name)</p> <p>Dated this 3rd day of April , 2019</p>
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BRITISH
COLUMBIA

Natural Resource Sector

SCHEDULE "A" EQUIPMENT RENTAL AGREEMENT

Agreement/File No. 1070-20-ERA18DOS001

Project No. FSR Grading

Attached to the Equipment Rental Agreement with 0805653 BB LTD OK Forestry Road Maintenance Ltd

MAKE AND TYPE OF MACHINE	SERIAL NO. or Unit No	YEAR AND MODEL	RATED SIZE &/OR CAPACITY	EQUIPMENT and ATTACHMENTS	PER Hr/Day	RENTAL RATE
John Deere Grader	DW772GX628680	2010 772G	200-249FWHP	Grader	hr	
				All Wheel Drive Add 5%	hr	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Grader	DW772GX628680	2010 772G	200-249FWHP	Grader	hr	
				All Wheel Drive Add 5%	hr	
				Wobbly Wheel (7-8 tons) add \$4.40	hr	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Grader	DW772GX628680	2010 772G	200-249FWHP	Grader	hr	
				All Wheel Drive add (5%)	hr	
				Ripper add (10%)	hr	
				NEW ALL FOUND RATE		
				STANDBY		

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Selecting this option will protect all fields on the form, once saved. If later revisions are anticipated, save an unprotected copy in a secure file location.

This check box will not appear on the final, protected copy.

Send by Email

This button will allow you to send the document by email and the button will not appear on the final copy if protection has been enabled.

Agreement/File No. 1070-20 / ERA20DOS009	THIS AGREEMENT DATED FOR REFERENCE THE 9th DAY OF April , 20 19 .
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BETWEEN:

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

OKANGAN SHUSWAP NATURAL RESOURCE DISTRICT

2501-14 Avenue, Vernon, BC V1T 8Z1

Phone Number: 250-558-1700

FAX Number: 250-549-5485

E-mail Address: Duncan.Mactavish@gov.bc.ca

(the "Province")

AND:

0805653 B.C. LTD. (dba O.K. FORESTRY ROAD MAINTENANCE)

Box 267, 87 Eastside Road, Grindrod, BC V0E 1Y0

Phone Number: 250-838-0753

FAX Number: 250-838-0753

E-mail Address: s.22

Business Number: Contractor's Business Number for taxation purposes

WorkSafe BC and/or Personal Optional Protection Number: 793516

(the "Contractor") referred herein to as "the Parties".

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, *exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST)*, [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] as identified in the attached Schedule A.
- (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.

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.

3. Worksite, Point of Hire, Mobilization and Demobilization

- (a) The Point of Hire shall be mutually agreed to between the Parties, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (b) The Equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (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)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A. 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.
- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

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 the next occurring March 31st 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 initialed by the Contractor's operator and certified correct by the Province, multiplied by the applicable rates (exclusive of PST & GST) 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) The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes payable by the Province in relation to the Work as a separate line item.
- (f) 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 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, 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 in

connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

- (b) 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.
- (c) The Contractor must, without limiting its obligations or liabilities and at its own expense, address the risk of physical loss and damage or both to the Equipment by either:
 - (i) purchasing and maintaining throughout the term of this Agreement insurance against such physical loss or damage; or
 - (ii) acknowledging the Equipment is uninsured and accepting the risk of such physical loss or damage personally or corporately as the case may be and the Contractor waives all rights of recourse against the Province, or any of its employees, or agents.
- (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 Commercial 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, including operation and handling of drilling and blasting Equipment if applicable, 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 Contractor shall:
 - (i) at its own expense, provide the necessary WorksafeBC (the Workers' Compensation Board) coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work as a result of this Agreement and shall ensure all approved Subcontractors obtain WorksafeBC coverage;
 - (ii) if the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers' Compensation Act*;
 - (iii) comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
 - (iv) 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 performed under this Agreement; and
 - (v) upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) By mutual agreement of the parties, this Agreement may be amended in writing.

10. Drilling and Blasting Requirements

- (a) A blaster must be licensed with the appropriate class, under WorksafeBC (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/licensed 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; and
 - (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 be exclusive of GST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities and the invoice must include a description of any such entitlement;
 - (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; and
 - (iii) use only rock-drilling and blasting techniques which minimize fly rock, reduce the potential for landslides or slope instability and minimize disturbance to forest resources and existing improvements.

11. Additional Conditions

N/A

In signing this agreement, the Contractor certifies that he/she understands the terms of this agreement and agrees to supply the Equipment at the rates as identified on the attached "Schedule A", certain contract documents noted in S.11 if applicable; and Project Time Report (Daily) NRS472, or the Project Time Report (Bi-Weekly) NRS472A.

The Parties hereto have duly executed this Agreement.

<p>SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor of a corporation)</p> <p>_____ (Contractor or Authorized Signatory)</p> <p>0805653 B.C. LTD. (BRAD DIGNESS) (Printed Name)</p> <p>Dated this Day day of April , 20 19</p>	<p>SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province</p> <p>_____ (Authorized Ministry Expense Authority)</p> <p>PAUL BLOMBERG (Printed Name)</p> <p>Dated this Day day of April , 20 19</p>
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**BRITISH
COLUMBIA**

Natural Resource Sector

SCHEDULE "A" EQUIPMENT RENTAL AGREEMENT

Agreement/File No. 1070-20 / ERA20DOS009

Project No. Various FSRs

Attached to the Equipment Rental Agreement with 0805653 B.C. LTD. (dba O.K. FORESTRY ROAD MAINTANCE)

MAKE AND TYPE OF MACHINE	SERIAL NO. or Unit No	YEAR AND MODEL	RATED SIZE &/OR CAPACITY	EQUIPMENT and ATTACHMENTS	PER Hr/Day	RENTAL RATE
John Deere Grader	DW772GX628680	2010-772G	200-249FWHP	Grader Snow Wing	HR	
				All Wheel Drive (5%)		
				Wobbly Wheel (7-8 tons)		
				Ripper (10%)		
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Brusher		2015-6150M	20 Foot Reach	60 Foot Mulcher	HR	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Brusher		2013-6420	20 Foot Reach	50 Foot Mulcher	HR	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Backhoe		2013-410K		Clean up and digging bucket, 4 in 1 front loader bucket	HR	
				NEW ALL FOUND RATE		
				STANDBY		
Western Star Water Truck		1987	4000 Gallon Tanker	3" PTO Driven Water Pump and Suction with Pressure Water Bars	HR	
				NEW ALL FOUND RATE		
				STANDBY		



Agreement/File No. ERA21DOS012	THIS AGREEMENT DATED FOR REFERENCE THE 14th DAY OF April , 20 20 .
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BETWEEN:

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

OKANGAN SHUSWAP NATURAL RESOURCE DISTRICT

2501-14 Avenue, Vernon, BC V1T 8Z1

Phone Number: 250-558-1700

FAX Number: 250-549-5485

E-mail Address: Bill.Borrett@gov.bc.ca

(the "Province")

AND:

0805653 B.C. LTD. (dba O.K. FORESTRY ROAD MAINTENANCE)

Box 267, 87 Eastside Road, Grindrod, BC V0E 1Y0

Phone Number: 250-222-2222

FAX Number: 250-222-2222

E-mail Address: s.22

Business Number: Contractor's Business Number for taxation purposes

WorkSafe BC and/or Personal Optional Protection Number: 793516

(the "Contractor") referred herein to as "the Parties".

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, *exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST)*, [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] as identified in the attached Schedule A.
- (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.

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.

3. Worksite, Point of Hire, Mobilization and Demobilization

- (a) The Point of Hire shall be mutually agreed to between the Parties, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (b) The Equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A.
- (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)* NRS472, or the *Project Time Report (Bi-Weekly)* NRS472A. 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.
- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

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 the next occurring March 31st 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 initialed by the Contractor's operator and certified correct by the Province, multiplied by the applicable rates (exclusive of PST & GST) 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) The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes payable by the Province in relation to the Work as a separate line item.
- (f) 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 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, 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 in

connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.

- (b) 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.
- (c) The Contractor must, without limiting its obligations or liabilities and at its own expense, address the risk of physical loss and damage or both to the Equipment by either:
 - (i) purchasing and maintaining throughout the term of this Agreement insurance against such physical loss or damage; or
 - (ii) acknowledging the Equipment is uninsured and accepting the risk of such physical loss or damage personally or corporately as the case may be and the Contractor waives all rights of recourse against the Province, or any of its employees, or agents.
- (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 Commercial 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, including operation and handling of drilling and blasting Equipment if applicable, 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 Contractor shall:
 - (i) at its own expense, provide the necessary WorksafeBC (the Workers' Compensation Board) coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work as a result of this Agreement and shall ensure all approved Subcontractors obtain WorksafeBC coverage;
 - (ii) if the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers' Compensation Act*;
 - (iii) comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
 - (iv) 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 performed under this Agreement; and
 - (v) upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) By mutual agreement of the parties, this Agreement may be amended in writing.

10. Drilling and Blasting Requirements

- (a) A blaster must be licensed with the appropriate class, under WorksafeBC (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/licensed 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; and
- (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 be exclusive of GST or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds, or remissions of the tax from the relevant taxation authorities and the invoice must include a description of any such entitlement;
- (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; and
- (iii) use only rock-drilling and blasting techniques which minimize fly rock, reduce the potential for landslides or slope instability and minimize disturbance to forest resources and existing improvements.

11. Additional Conditions

N/A

In signing this agreement, the Contractor certifies that he/she understands the terms of this agreement and agrees to supply the Equipment at the rates as identified on the attached "Schedule A", certain contract documents noted in S.11 if applicable; and Project Time Report (Daily) NRS472, or the Project Time Report (Bi-Weekly) NRS472A.

The Parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor of a corporation)	SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province
 (Contractor or Authorized Signatory)	 (Authorized Ministry Expense Authority)
0805653 B.C. LTD. (BRAD DIGNESS)	PAUL BLOMBERG
(Printed Name)	(Printed Name)
Dated this 9 th day of APRIL, 2020	Dated this 14 th day of APRIL, 2020



**BRITISH
COLUMBIA**

Natural Resource Sector

SCHEDULE "A" EQUIPMENT RENTAL AGREEMENT

Agreement/File No. ERA21DOS012

Project No. Various Within DOS District

Attached to the Equipment Rental Agreement with 0805653 B.C. LTD. (dba O.K. FORESTRY ROAD MAINTANCE)

MAKE AND TYPE OF MACHINE	SERIAL NO. or Unit No	YEAR AND MODEL	RATED SIZE &/OR CAPACITY	EQUIPMENT and ATTACHMENTS	PER Hr/Day	RENTAL RATE
John Deer Grader	DW772GX628680	2010-772G	200-249FWHP		HR	s.21
				All Wheel Drive (5%)		
				Wobbly Wheel (7-8 tons)		
				Ripper (10%)		
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Backhoe	1T0410KXHDD243984	2013-410k	107.3hp	4X4	HR	
				NEW ALL FOUND RATE		
				STANDBY		
John Deere Tractor Brusher	1LO6150MTDG758565	2013-6150m	150HP	4X4	HR/KM	
				20' side mounted boom mower/60" rotary heavy brush cutter add 25%		
				NEW ALL FOUND RATE		
				STANDBY		
Western Star water tender	2WLPDCCGXJK920793	1988	4500gal	Spray bar Self load and discharge	HR	
				NEW ALL FOUND RATE		
				STANDBY		

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THIS AGREEMENT made this 27th day of
May, 2014

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British
Columbia, as represented by the Minister of Forests, Lands and
Natural Resource Operations

Okanagan Shuswap District

2501 14th Ave

Vernon, B.C.

V1T 8Z1

(Address)

(herein called the "Province")

FILE NO.: 1070-20-ERA15DOS012

CLIENT NO./IDENTIFIER

AND A.G APPEL ENTERPRISES LTD.

(Name)

1145 Gordon Drive

(Business Address)

Kelowna, B.C.

V1Y 3E3

(City, Province)

(Postal Code)

(250) 860-1211

(Phone No.)

(Cellular Phone No.)

(250) 861-8383

200734

(Fax No.)

W.C.B. Registration No.)

agappel@shawbiz.ca

(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, *exclusive of the Harmonized Sales Tax*, [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 [\$] (GST & PST Excluded)
Hitachi Excavator	ARV810234	2005 / 270EXC	26.76-30.84 Tonnes	Breaker	
Hitachi Excavator	166P103101	2000 / 200ZX	20.41-23.13 Tonnes		
International Lowbed	2HSCNAPT49C 684270	2009	7 Axle		
Caterpillar Grader	9604854	1981 / 14G	200-249 FWHP		
Caterpillar Grader	72112212	1989 / 140	170-199 FWHP		
Ingersoll Rand Packer	8317-5	1992 / 84"	9.07-10.8 Tonnes		
International Dump Truck	IHTWYAXT9400 91303	2004	14 m ³		
International Dump Truck	IHTWY5SBT260 202561	2006	14 m ³		
Western Star Dump Truck	2WLRDCD07YK 960711	2000	14 m ³		
Peterbilt Dump Truck	1XPALBOX5RD 354829	1994	14 m ³		
John Deere - 225JDExc	FF225CX500305	2005	23.13 - 26.76 Tonnes		
John Deere - JD35DXFF	1FF035DKEA026 5781	2011	2.72 - 4.08 Tonnes		
Caterpillar - 308 CCRExc -	CPE01629	2004	7.71 - 9.52 Tonnes		

- (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.

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.

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.
- (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.

- (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,

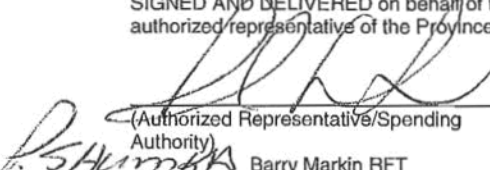
transporting and unloading of equipment from the Point of Hire to the Worksite and return to the Point of Hire.

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)

Print Name Barry Markin RFT

Print Name

Date

May 29/14

**READ TERMS ON
REVERSE SIDE**

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)

Print Name

Date

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

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 (exclusive of HST) 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) The Province will pay any applicable Harmonized Sales Tax (HST) on the monies due. Invoices must show the calculation of any applicable HST on fees to be paid as a separate line item.
- (f) 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 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, 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 in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and its employees and agents.
- (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 Commercial 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 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) If the Contractor does not have the benefit of mandatory workers compensation coverage under the *Workers' Compensation Act*, then the Contractor shall ensure that it applies for and obtains Personal Optional Protection under the *Workers' Compensation Act*.
- (iii) Comply with all applicable occupational health and safety laws in relation to performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions,
- (iv) 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 performed under this Agreement, and
- (v) Upon request by the Province, provide proof of such compliance.
- (b) 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.
- (c) 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/licensed 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 HST, 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.

White Lake FSR. Discussion

File: 5653-04

Date: Oct.30, 2019

Overview:

- I attended a community meeting (WLSG) and there were concerns regarding a portion of White Lake FSR. Which has been causing significant sedimentation into White Lake Due to its location. They are looking for some potential funding to remedy some road issues.
- The original road is a Legacy road which has been built years ago, and has since been used by Licencees as a main haul road.
- The portion of road goes through a Provincial park and experiences numerous recreational users throughout the province as well as within the community of White Lake.
- White lake is a lake managed by BC Freshwater fisheries , boasting of its world class freshwater and its Fishery and recreational destination.

Issue:

- There is a portion of road that goes through a riparian area and is very close to the lakeshore resulting in increased sediment transfer.
- The Bastion-white Lake FSR is not a Capitalized FSR.



Fig.1 – General location of White Lake FSR



Fig.2 – Section of White Lake FSR. (between Blue indicator lines) that is an issue.



Fig.3 – Photo of proximity of road adjacent to White Lake – causing excessive siltation in Spring and wet conditions being so close to Lake edge.



Fig.4 – road surface close to lake – sedimentation issues.

Points to consider:

- Licensees (Gormans and BCTS) both will be using the road, but do not have any significant harvesting programs to potentially put any roadworks under a cutting permit appraisal ECE.
- There is a White Lake Stewardship group (WLSG) that is trying to increase recreation opportunities, as well as protect White Lake values.
- The current White Lake FSR is low and adjacent to White Lake, in Spring and wet conditions there is significant sedimentation into White Lake even when Licensees are performing Shut-down protocols as per their Environmental plan. It is just the nature of this Legacy road and its location.
- White Lake FSR is 9.2779 km's in length.

Works required to remediate Siltation issues:

- Elevate road that is within Riparian Zone (lakeshore) 1-2 m.
 - Raise road with Large ballast, top with layer of filter cloth and finer material.





11ULR 38568 69130

Word/Lat,Lng/UTM

Distance: 11.53 kilometers





11ULR 38568 69130



Word/Lat,Lng/UTM

Distance: 11.53 kilometers





Category	Project and FSR Name	Priority Ranking	Risk Rating	Kilometer	Project Number	Contract Type	Estimated Cost	Supplier	Invoice #	Invoice Date	Invoice Amount	Total Actual Cost	Payment Status	Grade	Ditch/Crossditch	Brush	Snow	Cattleguard	Dust
Rural - Mott Shortfall	White Lake	H	H																V
				0.0			\$0.00												
Category	Project and FSR Name	Priority Ranking	Risk Rating	Kilometer	Project Number	Contract Type	Estimated Cost	Supplier	Invoice #	Invoice Date	Invoice Amount	Total Actual Cost	Payment Status	if Description					

[illegible]

Category	Project and FSR Name	Priority Ranking	Risk Rating	Kilometer	Project Number	Contract Type	Estimated Cost	Supplier	Invoice #	Invoice Date	Invoice Amount	Total Actual Cost	Payment Status	Grade	Ditch/Crossditch	Brush	Snow	Cattleguard	Dust
Rural - MoTI Shortfall	White Lake																		
Rural Moderate	White Lake																		
				0.0			\$0.00												

Category	Project and FSR Name	Priority Ranking	Risk Rating	Kilometer	Project Number	Contract Type	Estimated Cost	Supplier	Invoice #	Invoice Date	Invoice Amount	Total Actual Cost	Payment Status	sf Description
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LEGEND: RED - sent to Admin PURPLE - Admin has Completed and Sent to QR for Review GREEN - QR has Approved and Sent to Accounts BLUE - Journal Voucher Process (or IDC)

Sequence	Program	CL	RC	SL	STOB	Project	EMBC or N/A	Description or Supplies Name	Contract Number	Invoice #	FSR allocation	Invoice Date	Amount	PST	Total	Comments	Admin Coding Apron
14	Eng	128	71949	40814	7205	7177041 - High Value Rec Sites - other	N/A	Ok Forestry Road Maintenance	ERA19D0S002	384	White Lake/Edgar/Skyline	2018-15-15	\$0.00			Grading as per contract	Done
70	Eng	128	71949	40814	7205								\$0.00		\$0.00		
138	Eng	128	71949	40814	7205								\$0.00		\$0.00		
													\$0.00		\$0.00		

\$0.00	

Sequence	Program	CL	RC	SL	STOB	Project	Description of Supplier	Contract No.	Invoice No.	Invoice Date	Net Amount	PST	Total	Comments	
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

2019/20 Budget Allocation	

Supplier	Invoice #	Invoice Date	Recon'	Contract #	Project #	FSR Allocation	Service Line	Net Invoice (no tax)	PST	GST	Budget Total (+pst)	G&S Forwarded	Comments
Western Road Distribution Inc.	8911	2019-06-24		EN18DOS002	7177045 H.V.R. Dust Abatement	Bastion	40814	\$ 6,022.41		\$ 301.12	\$ 6,022.41	2019-07-23	

7177030 C.A. Grading	40814
7177031 C.A. Snow Plowing	
7177032 C.A. Brushing/Ditching	40809
7177033 C.A. Other	
7177043 C.A. Dust Abatement	
7177034 R.R. Grading	
7177035 R.R. Snow Plowing	
7177036 R.R. Brushing/Ditching	
7177037 R.R. Other	
7177044 R.R. Dust Abatement	
7177038 H.V.R Grading	
7177039 H.V.R Snow Plowing	
7177040 H.V.R Brushing/Ditching	
7177041 H.V.R Other	
7177045 H.V.R. Dust Abatement	

2020/21 Budget Allocation	

7177030 C.A. Grading	40814
7177031 C.A. Snow Plowing	40809
7177032 C.A. Brushing/Ditching	
7177033 C.A. Other	
7177043 C.A. Dust Abatement	
7177034 R.R. Grading	
7177035 R.R. Snow Plowing	
7177036 R.R. Brushing/Ditching	
7177037 R.R. Other	
7177044 R.R. Dust Abatement	
7177038 H.V.R Grading	
7177039 H.V.R Snow Plowing	
7177040 H.V.R Brushing/Ditching	
7177041 H.V.R Other	
7177045 H.V.R. Dust Abatement	

Engineering - DOS (71949)	
Expended	
Balance	

—

RC	SL	STOB
71949	40814	7205
71949 Total	40814 Total	
Non Total		

RC	SL	STOB	Project	Description or Supplier Name	Invoice # / Details	Contract Number	Invoice Date	Amount	PST Amo unt	Total	Comments
71949	40814	7205	7100000	Inprotect Systems Inc	48859	ERA16DOS001					
71949	40814	7205	7100000	AG Appel Enterprises Ltd	245804	Direct Invoice					
71949	40814	7205	7100000	Cammy Pieper	43976	ERA16DOS001					
71949	40814	7205	7100000	AG Appel Enterprises Ltd	162303	Direct					
71949	40814	7205	7100000	Inprotect Systems	202	EN15DOS001A					
71949	40814	7205	7100000	OK Forestry Road Maintenance	201	EN15DOS001A					
71949	40814	7205	7100000	OK Forestry Road Maintenance	153057	ERA16DOS006					
71949	40814	7205	7100000	G&L Contracting							

Description or Supplier Name	Invoice # / Details	FSR Allocation	Contract Number	Invoice Date	Amount	PST Amount	Total
OK Forestry Road Maintenance	259 Cottonwood, Sygar Lake - Brushing	Skyline, Edgar, White Lake, Private,	EN15DQ0S001				
					Skyline FSR		\$0.00