

## DIRECT AWARDS - NEW CONTRACTS AND MODIFICATIONS

### Rationale and Written Justification

- ☒ Written justification and rationale must be placed on the contract case file for all direct invitations and any subsequent modifications thereto that documents:
- i) why it is not reasonable or cost-effective to go to competition; and,
  - ii) why the contract is being modified; and,
  - iii) why the particular contractor has been chosen; and
  - iv) consideration has been given to fair and equitable access to government contracts.

### Notice of Intent to Direct Award (NRS1282)

- ☐ A notice of intent is required on any contemplated contract exceeding \$50k where it has not been strictly proven that no other contractor can provide the service.
- ☐ The notice is advertised on BC Bid a minimum of ten days.
- ☐ Direct award exemptions for equipment hire to any one contractor apply.
- ☐ Unless otherwise exempt, all goods valued \$10k or more; service contracts valued \$75k or more; or, construction contracts valued \$100k or more must be competitively tendered

### Splitting Contracts

- ☐ Contracts shall not be split to avoid the obligation of obtaining approvals.

### Emergencies

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

- ☐ Verbal direct award contracts and modifications are permitted to deal with the situation but all required approvals and documentation must be followed as soon as possible.
- ☐ An emergency which is dealt with using an existing contractor but which does not directly arise in relation to the contract shall not be dealt with as a contract modification but rather shall be covered by separate contract.

### Multiple Year Contracts (includes locked-in multi-year contracts and option-to-renew contracts)

- ☐ Multiple year contracts are permitted when a longer term provides good value for money to the province. Multiple year contracts may be direct awarded if a direct award condition applies.

Where a multiple year contract, no matter the value of the contract, is to be directly award based on the belief there is only one contractor qualified and available, a Notice of Intent (NOI) to Direct Award to strictly prove sole source is to be posted on BC Bid. The NOI must include the provision for option-to-renew or the locked-in multi-year term.

Where a contract is direct awarded based on it being under \$25,000 and not reasonable or cost effective to compete, the accumulated value of the contract must remain under \$25,000.

### Purchase of Hardware or Software

- ☐ All IM/IT goods and services must be procured in accordance with the business requirements of the ministry as identified in the Ministry Service Plan.
- ☐ If 51% or greater of the estimated value of a contract is for hardware and/or software and the value of this contract is \$10,000 or more, the opportunity must be advertised on BCBid.

### Conflict of Interest:

- ☐ The ministry should not direct award contracts to regular or auxiliary status ministry or government employees without consultation with a CSNR Procurement Specialist
- ☐ If there could be an actual, perceived or potential for any of the following, direct award to regular or auxiliary status employees, laid-off, former, or retired employees needs to be avoided:
- ☐ public perception of "double dipping" (drawing two incomes from the government);
  - ☐ public perception that an employee obtained some benefit, gain or inside knowledge so as to obtain the contract work through their employment;
  - ☐ actual, perceived or potential conflict of interest ;
  - ☐ possible conflict between employment and private interests;
  - ☐ public perception of preferential treatment by reason of employment with the ministry; and
  - ☐ complaints from private sector contractors that they do not have fair and open access to contract business.

- ☐ Written approval of the applicable Expense Authority must be obtained when contemplating a direct award to regular or auxiliary status employee or to a recent (within one year) employee.
- ☐ Consideration that an employee on lay-off who is awarded a contract with any provincial government ministry or agency and who is subsequently recalled to work must either:
  - ☐ deny the recall, potentially terminating employment, and maintain the contract; or
  - ☐ accept the recall and, before commencing work as a regular or auxiliary employee shall, subject to the terms of the contract and the ministry's approval, assign (transfer) the contract to another qualified party or terminate the contract.

**Modifications:**

- ☐ Modifications can only be approved and signed by employees having delegated expense authority.
- ☐ Modifications must reflect the total dollar value of the contract and not just the dollar value of the modification agreement.
- ☐ Modifications must not be used to substantially change the nature and intent of the original contract.
- ☐ Except in an emergency, contract expense authorities shall **not** enter into a contract modification before:
  - i) determining it is necessary to the success of the project and is within policy;
  - ii) confirming that funds are available and can be committed to the project; and
  - iii) all required approvals have been obtained.

**Re-awarding a Contract**

- ☐ Where re-award is made to the same contractor under the following conditions, a new contract will be entered into, **not** a modification to an existing contract:
  - i) the contract is for a continuation of the same or similar work; and
  - ii) the re-awarding is made within three months of the completion or expiry of the previous directly awarded contract; and
  - iii) the re-awarding is done without competitive process.

**Requirement for Competition**

- ☐ Where a contract modification will increase the value of the contract by more than 25%, consideration shall be given to the principle of providing fair and equitable access to all contractors. Such work shall be accomplished by means of a separate, competitively awarded contract where it is known that:
  - a) other contractors are available to undertake the work; or
  - b) there can be an expectation that competitive forces will result in an equal or lower price than can be negotiated with the existing contractor, taking into account the costs and delays associated with conducting a competition;
 However it shall not:
  - c) compromise the existing contractor's ability to complete the original work; or,
  - d) be so interwoven with the existing contract work as to make a separate contract impracticable.
- ☐ Where the decision is made to negotiate a contract increase with the existing contractor, negotiations may commence before but a final contract modification shall not be entered into until after approvals are obtained.

## **BACKGROUND INFORMATION FOR DIRECT AWARD APPROVAL**

Contract/File No: SP20DCC002

☒ New Direct Award    **OR**    ☐ Modification to Existing

Ministry:    ☐ IRR                      ☐ EMPR  
                 ☐ AGRI                      ☒ FLNR  
                 ☐ ENV

Contract Manager (coordinator): Kevin Trott

Full Legal Name of Contractor: Dechen Ventures Ltd.

Description of Service or Works: FCI Subsoil Ripping Site preparation

### **TRADE AGREEMENT EXEMPTION**

The contract is exempt from the *Canadian Free Trade Agreement* (CFTA) and the *New West Partnership Trade Agreement* (NWPTA) under the following allowable exemption (See Core Policy, section 6.3.3. a):

- 300 Purchase of an exempted commodity/service

### **NEW DIRECT AWARD VALUE**

Contract Value: \$135,000.00

Term Start Date: August 28, 2019    End Date: March 31, 2020

### **PROCUREMENT PROCESS CODE**

*As per Policies, contracts for the procurement of services and works may be negotiated and directly awarded without competitive process where one exceptional condition applies.*

Select the code that reflects the procurement process used. Click [HERE](#) for full code descriptions.

**200-Direct Award - Public sector organization**

### **RATIONALE**

Provide **detailed** reason for the direct award or modification and include why the particular contractor has been chosen.  
See attached rationale document.

**DETAILS AND HISTORY OF THIS CONTRACT'S MODIFICATION(S)**

Attach copies of any previously completed direct award justification and approval forms pertaining to this contract.

|                             | Revised Amount      | % of Increase | Affected Term Date     |                 |
|-----------------------------|---------------------|---------------|------------------------|-----------------|
| Previous Modification       | \$n/a               | %             | Term Start Date: _____ | End Date: _____ |
| Previous Modification       | \$                  | %             | Term Start Date: _____ | End Date: _____ |
| Previous Modification       | \$                  | %             | Term Start Date: _____ | End Date: _____ |
| Previous Modification       | \$                  | %             | Term Start Date: _____ | End Date: _____ |
|                             |                     |               |                        |                 |
| <i>Current</i> Modification | \$n/a               | %             | Term Start Date: _____ | End Date: _____ |
| <b>TOTAL</b>                | <b>\$135,000.00</b> | <b>%0</b>     |                        |                 |

**ACCOUNT CODING FOR CURRENT MODIFICATION**

| LINE | DESCRIPTION<br>(mandatory) | QUANTITY<br>(Line value) | CHARGE ACCOUNT |       |              |      |         |
|------|----------------------------|--------------------------|----------------|-------|--------------|------|---------|
|      |                            |                          | Client         | RC    | Service Line | STOB | Project |
| 1    | Subsoil Ripping            | \$135,000                | 128            | 71906 | 30398        | 6001 | 7133201 |
| 2    |                            | \$                       |                |       |              |      |         |
| 3    |                            | \$                       |                |       |              |      |         |
| 4    |                            | \$                       |                |       |              |      |         |

**DETAILS OF PREVIOUS DIRECT AWARDS MADE TO THIS CONTRACTOR**

List all other directly awarded contracts made to this contractor in the Last 12 Months.

| Description & Location of Work | Contract Value | Contract Term Dates    |                 |
|--------------------------------|----------------|------------------------|-----------------|
|                                | \$             | Term Start Date: _____ | End Date: _____ |
|                                | \$             | Term Start Date: _____ | End Date: _____ |
|                                | \$             | Term Start Date: _____ | End Date: _____ |
|                                | \$             | Term Start Date: _____ | End Date: _____ |
|                                | \$             | Term Start Date: _____ | End Date: _____ |
|                                | \$             | Term Start Date: _____ | End Date: _____ |



## APPROVALS

*Checkmark applicability and obtain all higher level approvals as may be required.*

☒ **Expense Authority**

Unless local office policy dictates otherwise, the expense authority has the authority to direct award contracts to the total value (original contract value plus any and all cumulative modifications) of the expense authority granted them.

  
Signature of Expense Authority

September 9, 2019  
Date Signed

Lindsey Wood, RPF, A/ District Manager  
Printed Name of Expense Authority

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☐ **Re-Awarding without Competitive Process to Same Contractor**

Where re-award is being made to the same contractor under the following conditions, a new contract will be entered into, **not** a modification to an existing contract:

- the contract is for a continuation of the same or similar work; and
- the re-awarding is made within three months of the completion or expiry of the previous directly awarded contract; and
- the re-awarding is done without a competitive process.

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

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

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

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☐ **Direct Award to Present or Past Employees**

Written approval of the applicable Expense Authority must be obtained when contemplating a direct award to regular or auxiliary status employee or to a recent (within one year) employee.

\_\_\_\_\_  
Authorized Signatory

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

\_\_\_\_\_  
Printed Name of Authorized Signatory

**Thom, Lisa M FLNR:EX**

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**From:** Rosengren, Brian V FLNR:EX  
**Sent:** January 8, 2021 1:38 PM  
**To:** Daly, Hannah FLNR:EX  
**Cc:** Fofonoff, Ashley FLNR:EX  
**Subject:** FW: RE: Dechen FN Trainee Direct Award Survey Contract  
**Attachments:** Form B Project Management Plan SU21DCC004.doc; Route Card-Contract Planning SU21DCC004.doc; Form B Project Management Plan SU21DCC004.doc; Route Card-Contract Planning SU21DCC004.doc; NRS1340 Approval for Direct Award SU21DCC004.docx

Here are the contract request documents.

**From:** Rosengren, Brian V FLNR:EX  
**Sent:** June 22, 2020 1:55 PM  
**To:** Howse, Kerri L FLNR:EX <Kerri.Howse@gov.bc.ca>  
**Subject:** FW: RE: Dechen FN Trainee Direct Award Survey Contract

Can we go ahead with this one?

**From:** Rosengren, Brian V FLNR:EX  
**Sent:** June 8, 2020 6:44 AM  
**To:** Howse, Kerri L FLNR:EX <Kerri.Howse@gov.bc.ca>; Wilker, Kristine E FLNR:EX <Kristine.Wilker@gov.bc.ca>  
**Subject:** RE: Dechen FN Trainee Direct Award Survey Contract

Hi:

It looks like we have enough in the budget to do this again. Last year it worked out good, at a reasonable cost so I am proposing essentially the same contract. Here are the approval documents.  
If everything is okay I will proceed with preparing the contract,

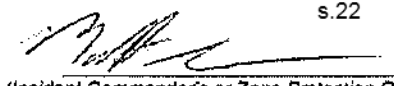

Brian Rosenger, RPF  
DCC - Chilcotin Field Office  
Ph: 250-302-5706

## FIRE SUPPRESSION REHABILITATION PLAN

|                             |                                     |                                |
|-----------------------------|-------------------------------------|--------------------------------|
| FIRE NO.<br>C50647 Div B    | FIRE NAME<br>Hanceville             | FIRE CENTRE<br>Cariboo         |
| FIRE ZONE<br>Chilcotin (C5) | Ha.<br>239,339.60 ha ( entire fire) | ATTACHED SCHEDULES<br>39 of 39 |

| Summary Estimates by Damage Category & Performance Measures: |   | Cost Estimate \$   |
|--|---|--------------------|
| <b>A</b>   | MACHINE GUARDS, ACCESS ROADS AND TRAILS (include costs for specific materials (94.7 Km)                     | 392030.20          |
| <b>B</b>   | HAND GUARDS AND TRAILS (0 Km)   | 0                  |
| <b>C</b>   | CAMPS, HELIPOINTS, STAGING AREAS AND OTHER INCIDENT FACILITIES (86 # Sites)                                 | 21166.44           |
| <b>D</b>   | DAMS, SUMPS, PUMPING SITES & OTHER DISTURBANCES (3 # Sites)   | 233.56             |
| <b>E</b>   | INCREMENTAL AND OTHER CONSIDERATIONS (Schedule B) (11.8 Ha)   | 10643.70           |
| <b>F</b>   | ADMINISTRATION AND PLANNING (specialist referrals, Geomatics, stakeholder referrals, access costs ) ( Days) |                    |
| <b>G</b>   | POST WORK INSPECTIONS (include inspections into subsequent years) (1 # sites)                               | 400.00             |
| <b>Total Cost Estimate for Fire</b>                          |   | <b>\$424473.90</b> |

| Summary Estimates by Land Jurisdiction: |                                     | Cost Estimate \$   |
|---|-------------------------------------|--------------------|
| <b>1</b>                                | PRIVATE LAND (25.9 Ha)              | 12648.80           |
| <b>2</b>                                | LOCAL GOVERNMENT LAND (- Ha)        | -                  |
| <b>3</b>                                | OCCUPIED CROWN LAND (3.5 Ha)        | 11167.76           |
| <b>4</b>                                | VACANT CROWN LAND (193.10 Ha)       | 397304.38          |
| <b>5</b>                                | BC PARKS LAND (- Ha)                | -                  |
| <b>6</b>                                | FEDERAL LAND (- Ha)                 | -                  |
| <b>7</b>                                | INDIAN RESERVES (.2 Ha)             | 3352.96            |
| <b>8</b>                                | OTHER LAND (eg. Treaty Lands) ( Ha) | -                  |
| <b>Total Cost Estimate for Fire</b>     |                                     | <b>\$424473.90</b> |

|   |   |
|---|---|
| <p style="text-align: right;">s.22</p> <p style="text-align: center;"></p> <p style="text-align: center;">(Incident Commander's or Zone Protection Officer's Signature)</p> <p>Date Submitted: 2018-04-27<br/>(yyyy-mm-dd)</p> | <p style="text-align: center;"></p> <p style="text-align: center;">(Fire Centre Manager's Signature)</p> <p>Date Approved: 27 APRIL 2018<br/>(yyyy-mm-dd)</p> |
|---|---|



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

## Operational Services Contract

CONTRACT FILE NO: 10005-40/SU21DCC004

THIS AGREEMENT DATED FOR REFERENCE THE  
24<sup>th</sup> DAY OF JULY 2020.

PROJECT DESCRIPTION: FFT FREE SILVICULTURE SURVEYS –TRAINEE DIRECT AWARD

### 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

#### CARIBOO-CHILCOTIN NATURAL RESOURCE DISTRICT

200 – 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-302-5706 .....FAX Number: 250-398-4836

Ministry Representative: Brian Rosengren

E-mail Address: [Brian.Rosengren@gov.bc.ca](mailto:Brian.Rosengren@gov.bc.ca)

(the "Province")

### AND:

#### DECHEN VENTURES LIMITED PARTNERSHIP

PO Box 168  
Alexis Creek, British Columbia  
V0L 1A0

Phone Number: 250-394-4212 .....FAX Number: 250-394-4275

E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton

Business Number: 777242090BC0001

WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "Contractor")

referred herein to as "the Parties".

### WHEREAS:

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

Accordingly, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

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

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Document"** means an NRS800 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) **"Assessment"** means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) **"Changed Condition"** means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) **"Contract Documents"** means those documents described in Section 2.02 and the Work Progress Plan;
- (f) **"Contract Price"** means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) **"Contractor Representative"** means a person designated pursuant to Section 5.05;
- (h) **"Environmental Damage"** means:
  - i. slumping or sliding of land;
  - ii. inordinate soil disturbance; or
  - iii. other damage to the environment which the Province considers significant.
- (i) **"Equitable Adjustment"** means a fair and reasonable adjustment negotiated by the Parties to:
  - i. the Contract Price; or
  - ii. the time within which the Work is to be performed;
- (j) **"Fiscal Year"** means the period from April 1 to the next March 31 inclusive;
- (k) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) **"Material"** means the Produced Material and the Received Material;
- (m) **"Ministry Representative"** means a person appointed pursuant to Section 5.01;
- (n) **"Occupied Area"** means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) **"Payment Area"** means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) **"Performance Security"** means the security provided by the Contractor in accordance with Article 4;
- (q) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;



- (s) "Subcontractor" means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
  - (t) "Shortfall" means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
  - (u) "Term" means the period of time this Agreement is in force pursuant to Article 3;
  - (v) "Work" means all labour, supervision, administration, materials, transportation, supplies, tools, equipment and such other services and materials necessary or desirable to perform the services described in the Contract Documents, and includes any services which are not expressly described, but which are nevertheless necessary for the proper execution of the work;
  - (w) "Work Area" means the area shown outlined on the attached maps;
  - (x) "Work Day" means every day of the week except Saturday, Sunday and statutory holidays; and
  - (y) "Work Progress Plan" means the plan developed on a form approved by the Province and submitted to the Ministry Representative for approval which outlines the scope, timing, location and any other requirements of the Work.
- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.
- 1.04 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

## **ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS**

### **Contract Documents**

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

| <b><u>Schedule</u></b> | <b><u>Title</u></b>                                    | <b><u>FS Number</u></b> |
|------------------------|--|-------------------------|
| Schedule "A"           | Silviculture Surveys                                   | FS-925A                 |
| Schedule "B"           | Payment  | FS-1b                   |
| Schedule "C"           | Silviculture Survey Guidelines                         | FS-1c                   |
| Schedule "D"           | Insurance  | NRS1-d                  |
| Schedule "E"           | Safety Conditions                                      | NRS1313                 |
| Schedule "F"           | Prime Contractor Agreement                             | NRS1354                 |
| Schedule "G"           | Subcontracting Schedule                                | NRS999                  |
| Schedule "H"           | Camp Standards   | NRS776                  |
| Schedule "I"           | SAFE Certification Requirements                        | NRS1315                 |
| Attachment 3           | LBIS Survey Report                                     |                         |
| Attachment 4           | District Policy IDFdk4 and SBPSxc01                    |                         |
| Attachment 5           | District Policy IDFdk3                                 |                         |
| Attachment 6           | Sample LBIS Survey Report                              |                         |
| Appendix 1             | Recce Survey Report Summary and treatment Prescription |                         |

### **Amending Documents**

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



### Interpretation

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

### **ARTICLE 3 TERM OF CONTRACT AND COMMENCEMENT OF WORK**

- 3.01 The Term of this Agreement is from **July 29, 2020** to **February 15, 2021** inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.
- 3.03 The Contractor shall commence Work within five (5) calendar days from the date specified in the Notice to Commence Work and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.04 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

### **ARTICLE 4 CONTRACT PERFORMANCE SECURITIES**

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

### **ARTICLE 5 PARTY REPRESENTATIVES**

#### Ministry Representative

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

#### Contractor Representative

- 5.05 The Contractor shall appoint a Contractor Representative fluent in English, who shall:
- (a) have full authority to act on behalf of the Contractor in connection with the Work and the Agreement; and
  - (b) be available to the Ministry Representative, when requested, and be present at all times at any site where the Work is carried out.

- 5.06 Upon entering into this Agreement, the Contractor shall notify the Province of the name, address and telephone number of the Contractor Representative appointed pursuant to Section 5.05.
- 5.07 The Contractor shall not substitute a Contractor Representative without the written consent of the Ministry Representative.
- 5.08 If, in the reasonable opinion of the Ministry Representative, the Contractor Representative is not suitably experienced or is unable to properly supervise the Work or communicate with the Ministry Representative, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that representative and immediately notify the Province of that change.
- 5.09 All Work carried out by the Contractor or the Subcontractor must be under the direct and continuous supervision of the Contractor or the Contractor Representative.

#### **ARTICLE 6 STANDARDS OF PERFORMANCE AND WORK PROGRESS**

##### **Work Progress Plan**

- 6.01 The Contractor Representative shall meet with the Ministry Representative before the commencement of Work to:
- (a) inspect the Work Area, and
  - (b) review the Contract Documents and work performance requirements.
- 6.02 The Work Progress Plan may divide the scheduled Work into Payment Areas. Where no Payment Areas are approved the entire Work Area shall be considered to be one Payment Area.
- 6.03 The Work shall proceed in accordance with the Work Progress Plan.

##### **Standards of Performance**

- 6.04 The Contractor acknowledges it has satisfied itself to:
- (a) the nature and magnitude of the Work; and
  - (b) the general character, quality and quantity of the equipment and materials required to execute and complete the Work.
- Any failure by the Contractor to discover matters which affect or could affect the Work does not relieve the Contractor from its obligations under this Agreement or otherwise affect the Contract Price.
- 6.05 The Contractor shall at all times exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Work.

##### **Continuity and Suspension of Work**

- 6.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.
- 6.07 If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.
- 6.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.
- 6.09 If the Province, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.



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

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

### **Indemnity**

- 7.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claims of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 7.02 Neither the Province nor its Ministry Representative in charge, its agents, authorized representatives, or employees are personally liable for any act performed in the discharge of any duty imposed or in the exercise of any power or authority conferred upon them by, or within the scope of, the Agreement if it can be demonstrated that all reasonable care was exercised in the conduct of the operations; in all such matters these persons act solely as agents and representatives of the Province.
- 7.03 Neither the Province nor any of its employees, authorized representatives, or agents are liable to the Contractor or the Contractor's employees or agents for any injury, loss, or damage however occasioned to any of them or their equipment or livestock while being transported or conveyed in any vessel, boat, aircraft owned or operated by the Province, and the Contractor shall not undertake claims against the Province, its employees, authorized representatives, or agents to recover any such injury, loss or damage either on its own behalf or on behalf of its employees or agents. The Contractor shall indemnify and save harmless the Province, its employees, authorized representatives, or agents from any such claims initiated by the Contractor's employees, subcontractors, servants, or agents.

### **Insurance**

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

## **ARTICLE 8 PROTECTION OF WORK AND PROPERTY**

### **General**

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

### **Protection of the Environment**

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

- 8.03 The Contractor shall not be deemed to be in breach of this Agreement for suspending Work pursuant to Section 8.02.

**Fire Protection**

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

**ARTICLE 9 COMPLIANCE WITH THE LAW**

- 9.01 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of British Columbia, including, but not limited to, the *Employment Standards Act* and its Regulations.
- 9.02 The Contractor shall comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 9.03 Without limiting Section 9.02, the Contractor:
- (a) may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
  - (b) shall be solely responsible for safety at the Work Area;
  - (c) shall, at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;
  - (d) if the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, then the Contractor shall ensure that it and its Subcontractors apply for and obtain Personal Optional Protection under the *Workers Compensation Act*;
  - (e) shall be responsible for and pay for all fines, assessments, penalties, and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work;
  - (f) upon request, provide the Province with evidence of compliance with Section 9.03 (c) and (d);
  - (g) shall promptly pay all persons employed or engaged in the execution of the Work; and
  - (h) shall obtain all licences and permits required by law to carry out the Work, unless obtained by the Province and provided to the Contractor before commencement of the Work, and provide the Province with proof of having obtained those licences or permits.
- 9.04 Nothing in this Agreement shall relieve the Contractor from its responsibility to comply with all applicable provisions of the *Forest & Range Practices Act* and its regulations.

**ARTICLE 10 CHANGED CONDITION**

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



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

## **ARTICLE 11 INSPECTION AND ACCEPTANCE**

### **Request for Inspection and Acceptance**

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

### **Inspection by the Province**

- 11.02 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly inspect and determine the acceptability of the Work performed in the Payment Area. Work shall be inspected in accordance with the Contract Documents. The Province is not obliged to make any determination of acceptability before receiving the written request.
- 11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.
- 11.04 The Province shall provide the Contractor with a copy of inspection results.
- 11.05 The Province reserves the right to inspect, at all times during the Term and without notice to the Contractor, any Work performed.
- 11.06 The Contractor shall pay the Province, on demand, all direct and indirect additional inspection costs incurred because Payment Areas were not fully completed by the time specified in the Contractor's request for inspection and acceptance.
- 11.07 Inspections are conducted by the Province in order to determine compliance with the provisions of this Agreement and to provide the basis for calculating the payment due. These inspections are conducted for the sole benefit of the Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.

### **Re-Inspection**

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



## **ARTICLE 12 MEASUREMENT AND PAYMENT**

### **Payment**

- 12.01 If the Contractor complies with this Agreement, the Province shall pay the Contractor for all Work at the rates [inclusive of taxes paid or payable by the Contractor to a supplier but exclusive of any applicable Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction and the Goods and Services Tax (GST)] and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.
- 12.02 Expenses, if payable, will be exclusive of GST or other applicable tax paid or payable to the extent the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- 12.03 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 (excluding taxes paid directly by the Contractor to a supplier and which were inclusive in the bid price) to be paid as a separate line item and expenses must be listed chronologically, be in reasonable detail and with dates of all expenses claimed with receipts or copies of receipts, where applicable, attached.
- 12.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 12.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

### **Payment Initiation**

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

### **Holdback**

- 12.07 The Province is not obliged to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment. The ten percent (10%) holdback shall be retained for forty (40) calendar days after the completion, or earlier termination, of all Work and interest is not payable on the amount held back by the Province.
- 12.08 The Province is authorized, but not obliged, to apply the holdback funds as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's and Subcontractor's unpaid workers, Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of, or for payment of any Assessment provided for in, this Agreement.

### **Payment for Part Performance**

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

### **Method of Measurement**

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

### **Remeasurements**

- 12.11 If the calculation of a payment depends upon the area completed, and if the Contractor believes the area used in calculating that payment is incorrect, the Contractor may request the Province remeasure the Payment Area. The request shall be delivered in writing to the Province, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.

- 12.12 If the Province's remeasurement indicates that the originally specified area was correct within five percent (5%), the original measurement will be used and the Contractor will pay for the cost of the remeasurement. If the difference between measurements exceeds five percent (5%), payment will be based on the second measurement without charge for the remeasurement.

**Appropriation**

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

**ARTICLE 13 NON-COMPLIANCE AND TERMINATION**

**Termination by the Province**

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

**Mutual Termination**

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

**Contract Performance Security**

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

**Non-Compliance with Agreement Provisions**

- 13.04 An "Event of Default" means any of the following:
- (a) failure to perform any of the Contractor's obligations under this Agreement, or
  - (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
    - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - (vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- 13.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:

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

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

- 13.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.
- 13.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.
- 13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.
- 13.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.
- 13.11 If the Contractor does not agree with the Province that there has been a failure to comply, the Contractor shall comply with any and all of the requirements imposed by the Province, but the Contractor shall have the right to seek compensation from the Province under Article 14, if there in fact was no failure to comply.

#### **ARTICLE 14 DISPUTE RESOLUTION**

- 14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:
  - (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) an evaluation by the Contractor of the matters in dispute.

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

## **ARTICLE 15 MISCELLANEOUS**

### **Confidentiality**

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

### **Contractor Status**

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

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

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

### **Notices**

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

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

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

#### **Non-Waiver**

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

#### **Contractor-Furnished Facilities**

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

#### **Unsuitable Workers**

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

#### **Survival of Terms**

- 15.11 All terms of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, survive the expiry or sooner termination of this Agreement subject to any applicable limitation period prescribed by law.

#### **Material and Intellectual Property**

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

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



- 15.15 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 15.15(a).

#### **Conflict of Interest**

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

#### **Site Clean Up**

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

#### **Camping and Parking**

- 15.20 Use of Provincial sites by the Contractor or the Contractor's employees or agents for the purposes of lodgings, camping or trailer parking in connection with Work under this Agreement, is permitted only with the prior written approval of:
- (a) on recreational sites, a representative of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Sites and Trails Branch;
  - (b) on other Provincial Crown forest land including roads and landings, the Ministry Representative appointed pursuant to Section 5.01 of this Agreement;

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

#### **Powers Cumulative**

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

#### **Agreement Execution**

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

#### **Non-transferable**

- 15.23 The Contractor must not assign any of its rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

#### **Representations and Warranties**

- 15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province:

- (a) all information, statements, documents and reports furnished or submitted by it to the Province 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
- (b) if the Contractor is not an individual:
- i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
  - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

15.25 The Parties hereto have duly executed this Agreement.

|  |  |
|--|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Contractor (or by an authorized signatory of the<br>Contractor if a corporation) |
| <i>Conrad Cofre</i> for<br>(Authorized Ministry/Expense Authority)                                       | <i>[Signature]</i><br>(Contractor or Authorized Signatory)   |
| Kerri Howse, R.P.F. Land and Resource Head   | HUGOT FLINTON  |
| Dated this <u>12</u> day of <u>August</u> , 2020   | Dated this <u>10</u> day of <u>August</u> , 2020   |



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

## Operational Services Contract

### OPERATIONAL SERVICES CONTRACT

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

## Schedule A Silviculture Surveys

File: 10005-40/SU21DCC004

### Attachment to the Agreement with Decehn Ventures Limited Partnership. for FFT Silviculture Surveys – Trainee Direct Award

#### DEFINITIONS

1.01 In this Schedule, the following words shall have the following meanings:

- (a) **"Accredited Silvicultural Surveyor"** means a person who is registered with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Forest Practices Branch as an Accredited Silvicultural Surveyor.
- (b) **"Crew"** means one person, or two or more persons working with each other in the same Opening.
- (c) **"Crop Tree Standards"** means, in the absence of Stocking Standards, regional or district guidelines which define acceptable crop tree characteristics.
- (d) **"Deliverables"** means all field data forms, summary forms, reports, plans, assessments, maps or other forms and digital files which the Contractor is required to complete under this Agreement.
- (e) **"Forest Stewardship Plan"** means a plan as set out in the *Forest and Range Practices Act*.
- (f) **"Multi-Storey Stand"** means a stand being managed for single tree selection, where the crown closure of the trees in layer 1 and 2 is greater than or equal to 6% and where layers 3 and/or 4 are present.
- (g) **"Opening"** means a Work Area Identified by an Opening number.
- (h) **"Project Map or Treatment Map"** means a map produced by the Contractor according to the specifications in this Agreement.
- (i) **"Prescription"** means, as the context requires, a silviculture prescription, pre-harvest silviculture prescription, stand management prescription, or backlog silviculture prescription, specifying Stocking Standards, signed and sealed by a Qualified Forest Professional and approved by a licensee and a district manager, or a site plan specifying approved Stocking Standards, signed and sealed by a Qualified Forest Professional.
- (j) **"Qualified Forest Professional"** means a person registered and in good standing with the Association of BC Forest Professionals (ABCFP), having the required scope of practice, education, knowledge, expertise, and experience to practice the specific aspects of professional forestry set out in this Agreement.
- (k) **"RESULTS (Reporting Silviculture Updates and Land status Tracking System)"** means the application that tracks silviculture information by managing the submission of Openings, Disturbances, Silviculture activities and obligation declarations as set out in the Forest and Range Practices legislation.

- (l) "**Silviculture Survey Procedures Manual**" means the manual developed and produced by the Province as a reference for methodology, data collection, and compilation for silviculture surveys, as amended from time to time.
- (m) "**Silviculture Treatment Recommendation**" means a logical, biologically-sound, cost-effective recommendation, based on survey results and anticipated stand development, which specifies what if any, future Surveys and/or treatments are required for a Stratum, and which also specifies the year and season during which any such Survey and/or treatment should take place.
- (n) "**Stratification Criteria**" means the criteria set out in this Agreement, the *Silviculture Survey Procedures Manual*, and as specified by the Province.
- (o) "**Stocking Standards**" means the site-specific legal requirements that are stated in the approved Prescription, and any applicable standards to a silviculture Survey contained in an approved "Forest Development Plan" or "Forest Stewardship Plan".
- (p) "**Stratum**" means a Survey area for which the boundaries are determined by the Stratification Criteria specified in the Agreement for the type of Survey referenced.
- (q) "**Survey**" means, as the context requires, a stocking, plantability, free-growing, reconnaissance or visual survey as those surveys are set out in the *Silviculture Survey Procedures Manual* and includes the collection and analysis of field data, and provision to the Province of all forms, maps, reports and Silviculture Treatment Recommendations required by this Agreement.
- (r) "**Standards Unit**" means one or more parts of the cutblock for which part or parts there is only one of each of the following: soil disturbance limits, regeneration date, Stocking Standard, free-growing date, free-growing height for each species that contribute to establishing a free-growing stand on the cutblock.

1.02 If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

## ARTICLE 1 KEY PERSONNEL

1.01 The following are Key Personnel who will fill the following roles:

| Role or Function   | Name of Person / Phone # / eMail Address | Qualifications - Professional / Technical Designation and/or Experience   |
|--------------------|--|---|
| Project Supervisor | TBD                                      | Successful management of a similarly sized and complex project*, Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years* |
| Senior Surveyor    | TBD                                      | Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years*  |
| Junior Surveyor    | TBD                                      | Accredited Silviculture Surveyor*, minimum two (2) years completing silviculture surveys in the Province of British Columbia in the last three (3) years*   |

| Role or Function  | Name of Person / Phone # / eMail Address | Qualifications - Professional / Technical Designation and/or Experience  |
|---|--|--|
| Qualified Forest Professional - sign & seal Survey reports and declarations (regeneration and free growing) | TBD                                      | Qualified Forest Professional, at least five (5) years in the past six (6) years completing silviculture survey reports in the Province of British Columbia* |

\* indicates minimum mandatory requirement

- 1.02 The Contractor shall ensure that:
- (a) all personnel have familiarized themselves with those available silviculture treatment options that the Province considers feasible for the Work Area;
  - (b) each Crew engaged in the execution of the Work includes at least one Senior Surveyor;
  - (c) at least 75% of the silviculture surveyors are Accredited Silviculture Surveyors;
  - (d) **Visual Assessments surveys may only be completed by Senior Surveyor,**
  - (e) all Surveys are signed and sealed by a Qualified Forest Professional to confirm that the Work has been completed in accordance with the methodologies set out in the *Silviculture Survey Procedures Manual*, the standards set out in the Prescription, and conditions in this Agreement;
  - (f) All regeneration and/or free growing declarations are signed and sealed by a Qualified Forest Professional to confirm the Standard Unit(s) has achieved the prescribed requirements.
- 1.03 The Contractor will provide a sufficient number of persons with minimum mandatory professional or technical designation to fulfill the roles of Key Personnel to complete the obligations of this Agreement.
- 1.04 Addition, replacement, or exchange of Key Personnel listed above must be pre-approved by the Province. Notice of changes to Key Personnel must be provided to the Ministry Representative in writing, and, upon approval by the Province, shall form part of this Agreement.
- 1.05 In the event that Key Personnel require replacement, the Contractor will be provided with the opportunity to replace the individual(s) within a timeframe acceptable to the Province. This timeframe will be provided in writing.
- 1.06 The Ministry Representative(s) will be Brian Rosengren, R.P.F.
- 1.07 The Contractor Representative will be Hugh Flinton

## ARTICLE 2 INFORMATION AND MATERIALS FURNISHED BY THE PROVINCE

- 2.01 The Province shall make available to the Contractor, as required and where available, the following resources, material, or property (the "Property") at no cost to the Contractor for the duration of the Agreement:
- Opening details report (from RESULTS) and associated amendment documents and maps applicable to the Work Area;
  - Digital files containing Stocking Standards for all blocks and Standards Units applicable to the Work Area;
  - Survey maps and/or overview location map(s) showing block location(s);
  - Sample report templates;
  - All other available information considered by the ministry Representative to be pertinent to the Work.
- 2.02 The Province retains ownership of the Property and hereby grants to the Contractor non-exclusive, non-transferable access to use the Property for the sole purpose of completing the Works required under this Agreement. The Contractor shall be solely responsible for any loss or damage to the Property and any

costs required to repair or replace the Property to the satisfaction of the Province, excepting always loss or damage attributable to reasonable wear and tear.

- 2.03 The Contractor shall, at its own expense, return the Property to the Province immediately following the completion or termination of this Agreement.

**Access**

- 2.04 The Province is not responsible for the quality or type of access to any Work Area within this Contract. The Province is not liable for any access costs incurred by the Contractor.

**ARTICLE 3 WORK PROGRESS PLAN AND MEETINGS**

**Work Progress Plan**

- 4.01 A Work Progress Plan shall be developed prior to the commencement of the Work, outlining the scope, timing, location and other requirements of the Work. The Work Progress Plan will provide for the orderly completion of the Work and may be replaced and/or revised as planning evolves and conditions and priorities change.
- 4.02 Where the Ministry Representative requests the Contractor submit, as part of the Work Progress Plan, a map detailing the Contractor's proposed Survey design for any Opening, the Contractor shall have two (2) Work Days within which to comply with such requests, and the field work may not commence on the specified Opening until the Ministry Representative gives written approval of the design.

**Scheduled Meetings**

- 4.03 A schedule for meetings between the Contractor and the Ministry Representative will be set out in the Work Progress Plan. Meetings may include topics such as work progress, production rates, quality of work, accomplishment of milestones, Deliverables due, issues discovered during field work, schedule for remaining work, and any other discussion items related to the effective and satisfactory completion of the Work.
- 4.04 The Contractor shall, at its own expense, attend all scheduled meetings. Failure of the Contractor to attend a scheduled meeting will be considered non-compliance with the Agreement.
- 4.05 Documentation of each meeting, including but not limited to meeting date, time, location, attendees, content of meeting, and outcomes of discussions will be kept by the Province. A copy of the documentation will be provided to each Party.

**ARTICLE 4 STANDARDS OF PERFORMANCE ALL SURVEYS**

**General**

- 5.01 Satisfactory completion of the Works will be measured against the standards set forth in the attached schedules and the completion dates for Work set forth in the Work Progress Plan.
- 5.02 Unless otherwise specified, the Contractor shall conduct Surveys, develop Silviculture Treatment Recommendations, and complete reports in accordance with and to the standards set out in the following documents, as amended from time to time;
- the approved Prescription for the Opening;
  - *Silviculture Survey Procedures Manual – 2018*, located at
  - [https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/silviculture\\_surveys\\_procedures\\_manual\\_2018.pdf](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/silviculture_surveys_procedures_manual_2018.pdf)
  - *Establishment to Free Growing Guidebook* - located at <http://www.for.gov.bc.ca/tasb/legsregs/fpc/FPCGUIDE/Guidetoc.htm>
  - FS 660 Silviculture Reference Card – located at <http://www.for.gov.bc.ca/hfp/silviculture/Surveys/FS660final2011.pdf>
  - LBIS Survey Report – As per Attachment 3, and located at <https://www.for.gov.bc.ca/hcp/fia/landbase/ffi/standards/surveys.htm>



- Site Index by *Ecological Classification Estimates/ Approximations* located at <http://www.for.gov.bc.ca/hre/sibec/>
  - FFT stand establishment and treatment standards are located at <http://www.for.gov.bc.ca/hcp/fia/landbase/fft/stand-establishment.htm>
- 5.03 The Contractor represents and warrants that they are familiar with and understand the following documents, as amended from time to time. In relation to the Works required under this Agreement, relevant documents include, but are not limited to:
- *Forest and Range Practices Act* and corresponding Regulations;
  - *Forest Cover Stratification and Milestone Declaration V1.4*, August 14, 2007, located at [http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples\\_v1%204.pdf](http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples_v1%204.pdf)
  - Forest Practices Code guidebooks - located at <http://www.for.gov.bc.ca/tasb/legsregs/fpc/fpcguide/guidetoc.htm>;
  - *Silviculture Prescription Data Collection Field Handbook*, Land Management Handbook 47, 2000 – located at <http://www.for.gov.bc.ca/hfd/pubs/Docs/Lmh/Lmh47.htm>
- 5.04 Where the Contractor determines a Prescription is not suitable for an Opening, the Contractor shall provide recommendations for changes with rationale and map(s) where applicable to the Ministry Representative.
- 5.05 Contract schedules attached to the Operational and General Services contract may reference further documents not outlined above that are relevant to the performance of the Work under this Agreement.

#### **Identification of Strata**

- 5.06 Unless otherwise specified in this Schedule, the Contractor will stratify the Work Area(s) as set out in the Preliminary Stratification and Field Stratification sections of the *Silviculture Survey Procedures Manual*.
- 5.07 Minimum Stratum size will be as set out in the approved *Silviculture Procedures Manual*.

#### **Required Documentation**

- 5.08 Where the Province provides the Contractor with sample templates for Work submissions, the sample will be the minimum acceptable standard for the Deliverables produced by the Contractor.
- 5.09 Where the Contractor collects, summarizes, or represents Survey data or results using computerized means, the display, content and format of the information shall be in a form acceptable to the Province and its respective procedural requirements, and shall only be acceptable to the Province if the Ministry Representative has given prior written approval.

#### **Marking Lines and Plots**

- 5.10 To assist the Ministry Representative in locating the plot centres, the Contractor shall:
- (a) mark the Point of Commencement (P.O.C.) with flagging tape on which the Contractor shall write, in waterproof ink:
    - the P.O.C. number (as appropriate);
    - the date of Survey;
    - the licence, cutting permit, and block numbers, or Opening number;
    - the type of Survey conducted.
  - (b) mark the baseline (if established) and all strip lines with flagging tape on which the Contractor shall write the baseline and stripline number (as appropriate) in waterproof ink. Where handheld global positioning system (GPS) units are used to determine Universal Transverse Mercator (UTM) coordinates of plot centre locations, marking of baseline(s) and strip line(s) is not required.
  - (c) where plots are established, mark the plot centres by affixing flagging tape to the ground and at a height of approximately 1.3 meters above each plot centre, on which the Contractor shall write in waterproof ink:
    - the plot number and strip line (if applicable);
    - the surveyor's initials.

- (d) at established plots free growing trees will be marked with flagging.

**Damage and Condition (Forest Health) Assessment**

- 5.11 For each Stratum, the Contractor shall examine the general health status within the Stratum, and record:
- (a) the type of pest, disease, or damage present;
  - (b) the type of pest, disease, or damage; the severity of damage and the percent of total trees; percentage of total conifers and percent of the host trees affected including the percentage of the area of the Stratum affected;
  - (c) the type of pest, disease, or damage present by means of the "Standard Pest Identification Codes" specified on the "Damage Agent and Condition Code" reference form (FS 747);
  - (d) the pest, disease, or damage information in the appropriate column of the field data forms; and
  - (e) a summary of the pest, disease, and damage information in the Silviculture Treatment Recommendations and summary section of the FS659.

**Brush Hazard Assessment**

- 5.12 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the general status of the brush hazard within the Stratum, including:
- (a) the estimated percentage of brush cover;
  - (b) average brush height in centimetres;
  - (c) current brush severity using the following codes:
    - HIGH** – brush currently is, and will continue to:
      - significantly impact crop tree vigour, as evidenced by crop tree mortality, poor crop tree growth, and/or unacceptable crop tree form; or
      - prevent the Stratum from achieving the free-growing Stocking Standards and requirements.
    - MED** – brush is moderately impacting, or will increasingly affect:
      - crop tree vigour, as evidenced by decreasing crop tree growth, or decreasing crop tree to brush height ratio; or,
      - the Stratum's ability to achieve the free-growing Stocking Standards and requirements in the future;
    - LOW** – brush is having little impact on crop tree vigour, is not likely to cause future impacts and is unlikely to prevent the Stratum from achieving free-growing Stocking Standards and requirements.
    - NIL** – no brush hazard present.
  - (d) current brush distribution:
    - CONTINUOUS** - brush covers large portions of the Stratum
    - PATCHY** – brush covers small patches within the Stratum
    - SCATTERED** – brush is randomly distributed in small clumps or individual plants
  - (e) the estimated incremental growth of competing vegetation, based on site productivity.

**Photography**

- 5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall provide to the Province at least one (1) colour digital photograph showing representative portions and overview of each Stratum of each Opening. Additionally, the Contractor shall provide to the Province at least one (1) colour digital photograph showing a representative well-spaced crop tree for each species for each Stratum of each Opening.
- 5.14 Notwithstanding other remedies available to it, where the Contractor fails to produce suitable photograph(s), the Province reserves the right to charge an assessment against payment equal to the estimated cost of obtaining such photograph(s).



**Forest Cover Inventory Label and Silviculture Label**

- 5.15 The Contractor shall, complete and submit a forest cover inventory label and silviculture label for each Stratum resulting from the Survey, as specified in the *Silviculture Survey Procedures Manual* and the *RESULTS Information Submission Specifications – Form and Manner of Reporting - Licensee Submissions (Edition 3a)* located at [http://www.for.gov.bc.ca/his/results/RISS\\_Is\\_3a\\_ed\\_Oct1.pdf](http://www.for.gov.bc.ca/his/results/RISS_Is_3a_ed_Oct1.pdf), via the approved information management system as directed by the Ministry Representative.

**Project and Treatment Maps**

- 5.16 The Contractor shall:
- (a) prepare a Project Map to the following specifications for each Opening surveyed (the maps provided in the contract may be used as a "base map");
  - (b) prepare a Treatment Map to the following specifications for each Opening surveyed where future treatments are recommended based on the Survey results;
  - (c) unless otherwise specified in this Schedule draft the Project and Treatment Maps at a scale of 1:10,000 on legal-sized paper;
  - (d) ensure Project and Treatment Maps detail the following:
    - (i) date of Survey;
    - (ii) Opening number;
    - (iii) licence, cutting permit, and block numbers;
    - (iv) scale;
    - (v) legend identifying line types and symbols used on the map;
    - (vi) Opening boundary;
    - (vii) roads and landings;
    - (viii) creeks and streams;
    - (ix) identification of each Stratum;
    - (x) identification of each Standards Unit ;
    - (xi) aerial photograph tie points (if applicable);
    - (xii) North arrow.
  - (e) ensure all Project and Treatment Maps submitted to the Province are originals, not photocopies;
  - (f) ensure that, in addition to the requirements as outlined in 5.16 (d) of this Schedule, Project Maps also detail the following:
    - (i) point of commencement (P.O.C);
    - (ii) Survey lines with numbers and direction travelled;
    - (iii) identification of each ecosystem site series;
    - (iv) Opening and Stratum areas;
    - (v) type of Survey;

**Allowable Errors in Measurement**

- 5.17 The Contractor shall record Survey information accurately within the following allowable errors:

| <u>Item</u>                         | <u>Allowable Error</u>           |
|-------------------------------------|----------------------------------|
| (a) P.O.C.                          | ± 10 metres                      |
| (b) All bearings                    | ± 2 degrees                      |
| (c) All plot centres and tie points | ± 2% of horizontal distance (HD) |
| (d) Plot radius                     | ± 1% of HD                       |
| (e) Closed traverse                 | ± 1% error of closure            |
| (f) Estimated tree heights:         |                                  |
| • under 2 metres                    | ± 10 centimetres                 |
| • 2 metres to 10 metres             | ± 10 %                           |

| <u>Item</u>  | <u>Allowable Error</u>   |
|--|--|
| • greater than 10 metres   | ± 20%  |
| (g) Measured tree heights  | ± 5%   |
| (h) Estimated tree diameters                                     | ± 20% (rounded to the nearest whole cm)                              |
| (i) Estimated stand age  | ± 20%  |
| (j) Site index   | ± 3 metres (for Growth Intercept Method)                             |
| (k) Stratum area in hectares                                     | ± 10%  |
| (l) Number of well-spaced trees, free growing trees              | ± 10%  |
| (m) Number of plantable spots, preparable spots                  | ± 10%  |
| (n) Number of total trees, total conifers, or countable conifers | ± 20%  |
| (o) Forest health factors  | ± 10% absolute difference of incidence (e.g. 2% vs 12% of incidence) |

#### **ARTICLE 5 STANDARDS OF PERFORMANCE FOR SAMPLE PLOT SURVEYS - STOCKING, FREE GROWING AND PLANTABILITY SURVEYS**

5.01 The following additional standards of performance shall apply where the Work requires the Contractor to conduct a sample plot Survey for stocking, free growing, or plantability.

##### **Objectives**

5.02 The objective of plot Surveys are:

- (a) to determine the stocking and/or free growing levels existing within each Opening;
- (b) to determine the number of plantable spots that exist within each Opening;
- (c) to quantify stocking, free growing, and/or plantability levels for each Stratum within the Opening to accepted statistical requirements;
- (d) to identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;
- (e) to delineate areas where further treatments may be necessary; and
- (f) to recommend treatments necessary to maintain or achieve appropriate stocking and/or free growing levels.

##### **Sampling Specifications**

- 5.03 The Contractor shall establish circular sample plots which have a radius of 3.99 metres (0.005 hectares), unless otherwise specified in writing by the Ministry Representative.
- 5.04 The Contractor shall use either grid or vector sampling methods as set out in the *Silviculture Survey Procedures Manual* to establish sample plots throughout the Work Area.
- 5.05 For Surveys with even-aged Stocking Standards, the Contractor shall establish in each Stratum sample plots at a sampling intensity (minimum of 5 plots per Stratum) that will accurately represent each identified Stratum and will provide for statistical analysis to determine the stocking or free growing status in accordance with the methodology set out in the Statistics section of the *Silviculture Survey Procedures Manual*.
- 5.06 For Surveys with uneven-aged or multi-storey Stocking Standards, or for plantability Surveys, the Contractor shall establish the greater of one (1) plot per hectare or five (5) plots in each Stratum.

##### **Field Data Forms**

- 5.07 The Contractor shall record Survey Information on the appropriate "Silviculture Survey" and "Silviculture Survey Plot" forms (FS657 and FS658). Where Survey data or results are summarized or represented using computerized or other electronic means, the display, content, and format of the information must substantially duplicate the corresponding Ministry forms (specifically the FS657, FS658, and FS659) and its respective procedural requirements, once approved by the Ministry Representative.



#### **Crop Tree Acceptability Criteria**

- 5.08 All coniferous and deciduous trees will be tallied in the total tree count, including germinants. If initial tally exceeds 35 per 3.99 meter plot radius plot, this count can be an estimate. Total conifer count will be tallied for all conifers including germinants.
- 5.09 Trees of preferred and acceptable species are eligible for selection as well-spaced crop trees if they are greater than ten (10) centimetres in height.
- 5.10 Where the Stocking Standards do not indicate a minimum inter-tree distance, the Contractor will use a minimum inter-tree distance of two (2) meters.

#### **Brush Hazard Assessment**

- 5.11 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the status of brush species within the Stratum:
- (a) for plots in each Stratum with a **HIGH** brush severity code, record on the field cards, the species, percent cover, and height of competing vegetation at each plot within that Stratum;
  - (b) for plots in each Stratum with a **MED, LOW, or NIL** brush severity code, record on the field cards, at the first and every fourth sample plot thereafter, the species, percent cover, and height of competing vegetation;
  - (c) a summary of the brush hazard assessment information in the Survey Summary section of the appropriate form (see 5.12 Brush Hazard Assessment for details).

#### **Site Index Methodology**

- 5.12 Site Index must be collected using the decision key '*Selecting a Method to Estimate Site Index*', set out in the FS660 Silviculture Survey Reference card, unless otherwise specified by the Ministry Representative. The Growth Intercept method must be used wherever it is suitable.

#### **Plantability Data**

- 5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall record the number of plantable spots and preparable spots as described in the *Silviculture Survey Procedures Manual*.

#### **Survey Summary Forms and Silviculture Treatment Recommendations**

- 5.14 The Contractor shall complete a "Silviculture Survey Summary" form (FS659), or computerized summary acceptable to the Ministry Representative, for each Stratum that summarizes all information recorded on the field survey forms and to specify Silviculture Treatment Recommendations for the Stratum.

#### **Deliverables**

- 5.15 By the deadlines identified in the Work Progress Plan, the Contractor shall deliver to the Province all Deliverables set out in the Agreement.
- 5.16 The Contractor shall prepare, in accordance with the requirements set out in the Agreement, and provide to the Province for each Opening the following:

| <b>Stocking, Free Growing, and Plantability Survey<br/>List of Deliverables</b>   | <b># of<br/>Originals</b> | <b>Digital Deliverable<br/>Format</b> |
|---|---------------------------|---------------------------------------|
| 1. All original field data and summary forms  | 1                         | Paper copy                            |
| 2. Project Map  | 1                         | Paper copy                            |
| 3. Treatment Map where future treatments are recommended  | 1                         | Paper copy; .pdf                      |
| 4. LBIS Survey Report and declaration of free growing (if applicable), signed and sealed by Qualified Forest Professional | 1                         | Paper copy; .pdf                      |
| 5. Colour photographs for each Stratum (1 overview, 1 representative plot, 1 of each species)                             | 1                         | Paper copy; .pdf                      |

| Stocking, Free Growing, and Plantability Survey<br>List of Deliverables   | # of<br>Originals | Digital Deliverable<br>Format |
|---|-------------------|-------------------------------|
| 6. Recommendations for amendment to Prescriptions, as applicable, with rationale and map(s)   | 1                 | Paper copy                    |
| 7. PDF file combining all of the items above with a maximum file size of less than 1mb (multiple 1mb files per opening is acceptable) | 1                 | .pdf                          |
| 8. Digital spatial information for strata and treatment areas where they differ from that currently found in RESULTS.                 | 1                 | .shp                          |
| 9. The raw/unedited GPS data file may be requested by the contract administrator for one or more surveys                              | 1                 | .shp                          |

## ARTICLE 6 INSPECTION AND ACCEPTANCE

In addition to Article 11 and Article 13 of the Operational Services Contract, the following is applicable.

### Contractor Request for Inspection and Acceptance

- 6.01 The Contractor shall provide to the Province, at the time the Contractor submits the request to the Province to inspect and accept the Work within a completed Payment Area, copies of the completed Deliverables as specified in this Agreement.

### Method of Inspection

- 6.02 If the Deliverables are satisfactory, the Province shall conduct a reconnaissance of the Payment Area to carry out a preliminary assessment of the quality of the Work.
- 6.03 If, after any reconnaissance, the Province decides, in its discretion, to conduct field inspections of the corresponding Payment Area, it shall inspect 10% or more of the Payment Area to determine compliance with the terms and conditions of this Agreement.
- 6.04 The Province will provide the Contractor with a copy of the inspection of the Deliverables and the preliminary assessment, and/or field inspection within fifteen (15) working days of the date of the inspection so that the Contractor is notified in a timely manner as to:
- (a) whether to proceed to the next activity or phase of Work; and/or
  - (b) any deficiencies or non-compliance with the Agreement.

### Field Inspection

- 6.05 The Province shall conduct field inspections for all Surveys by checking, at its discretion, the results of all plots and lines established by the Contractor on a portion of the Payment Area or by establishing an independent survey of some of the Strata within the Payment Area.
- 6.06 Where the Province checks the results of actual plots established by the Contractor in an Opening, it shall inspect the greater of ten (10) plots established or 10% of plots established, and the Province shall assess and compare the data it obtains with that collected by the Contractor for the same plots and, at a minimum, the following Survey results:
- (a) well-spaced trees by species;
  - (b) free-growing trees;
  - (c) plantable spots, preparable spots;
  - (d) total trees;
  - (e) brush hazard; and
  - (f) forest health factors.

In addition, the Province may assess other Survey information for allowable error tolerances listed in Clause 5.17 of this Schedule.

- 6.07 Where the Province conducts an independent survey, it shall survey 10% or more of the strata within the Payment Area, and for each Stratum sampled by this survey, the Province shall compare (at the 95%

confidence level) the Contractor's and the Province's estimates of the number of well-spaced trees and free-growing trees.

#### **Provision of Field Maps**

- 6.08 The Province may request that the Contractor provide it with copies of Survey cards and field maps for any Stratum surveyed, and the Contractor shall supply the copies within a reasonable time period as agreed to by the Ministry Representative.
- 6.09 For the purpose of this request, a field map shall include, Standards Unit boundaries, stratification lines, point of commencement, Survey lines and if applicable, plot location.

#### **ARTICLE 7 TABLE OF ASSESSMENTS**

- 10.01 As per the Operational Services Contract, where, in the opinion of the Province, the Contractor has failed to perform or comply with any of its obligations under this Agreement, but is subsequently completed, the Province may, in its sole discretion, impose an assessment as agreed liquidated damages as follows:

| <b>Obligation and Issue</b>   | <b>Assessment Rate</b> |
|---|------------------------|
| Failure to complete on or before the completion date specified in the Work Progress Plan for the Work.  | \$200 per day          |
| Failure to complete on or before the completion date specified in the Work Progress Plan for the Deliverables.  | \$200 per day          |
| Failure to complete on or before the completion date specified a Notice to the Contractor for any re-work.  | \$500 per day          |
| Failure to replace Key Personnel within required timeframe.   | \$200 per day          |
| Failure to attend a scheduled meeting.  | \$100 per meeting      |
| Failure to submit a Regen or Free Growing Survey at least fifteen (15) days prior to the regen delay or late free growing date for the Standards Unit being surveyed. | \$500.00 per opening   |
| Failure to submit a survey report within 15 days of the survey date.  | \$50.00 per opening    |
| Failure of a submitted Survey import file to upload.  | \$200 per file         |

#### **ARTICLE 8 PAYMENT**

##### **Basic Payment**

- 8.01 Payment for each Payment Area shall be based on the rates set out in Schedule 'B'.

##### **Payment Reductions**

- 8.02 The Province may deduct from any payment the amount of any charges it assesses against the Contractor pursuant to Article 10.00 of this Schedule.

##### **Approval of Payment**

- 8.03 The Province shall approve payment for any Payment Area where the Contractor has, in the sole opinion of the Province, satisfactorily completed and submitted all Deliverables and Silviculture Treatment Recommendations required for the Payment Area. The Province may approve partial payment for achievement of specified milestones as set out in the Work Progress Plan.



## ARTICLE 9 NON-COMPLIANCE AND TERMINATION

### Unsatisfactory Work Quality

- 9.01 For the purpose of Clause 12.02 of this Schedule, unsatisfactory work quality means instances where:
- (a) the Contractor makes errors in measurement that exceed the allowable errors specified in this Schedule;
  - (b) the Contractor fails to stratify an Opening according to the Stratification Criteria;
  - (c) the Contractor incorrectly identifies the biogeoclimatic zone, sub-zone, site series (ecosystem association) for a Stratum;
  - (d) the Contractor incorrectly identifies preferred or acceptable tree species as permitted under the Stocking Standards for the Stratum;
  - (e) the Contractor incorrectly identifies the order of the leading species and secondary species in the inventory label for a Stratum;
  - (f) the Contractor incorrectly identifies the stocking status for a Stratum [e.g., a satisfactorily restocked (SR) Stratum identified as not satisfactorily restocked (NSR)];
  - (i) the Province conducts an independent survey within a Stratum and determines that (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced or free-growing trees are drawn from different populations;
  - (j) the Contractor fails to report a brush hazard that will, in the opinion of the Province, prevent the stand from attaining a free growing condition within the time specified in the standards;
  - (k) the Contractor fails to report any pest, pest damage, disease, disease damage or other physical damage which is present in the Opening; or,
  - (l) the Contractor submits Deliverables that are illegible, incomplete, contains errors or omissions, or that are false.
- 9.02 In addition to the remedies specified in the Operational Services Contract, if the Contractor's Work quality is unsatisfactory:
- (a) the Province shall promptly notify the Contractor, and
  - (b) the notice shall:
    - (i) specify the fault, give the Contractor a deadline for compliance, and specify if the Province wishes to exercise its option to require the Contractor to rework the unsatisfactory Payment Area; or,
    - (ii) specify the fault, indicate that the Province will exercise its option to correct the unsatisfactory work, and deduct from payment all direct and indirect costs incurred by the Province for correcting the unsatisfactory work.
- 9.03 If the Contractor fails to comply by the specified deadline for compliance, or if any inspection of further Work indicates that Work is again unsatisfactory, the Province may terminate this Agreement forthwith.





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

## Schedule B Contract Payment

File: 10005-40/SU21DCC004

Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys –  
Trainee Direct Award

### 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 list below during the Term when you are providing the Services.

Minimum block rate of \$300.00

\$30.00/ha for blocks <50ha

\$28.00/ha for blocks 50ha-<100ha

\$26.00/ha for blocks >100ha

- 1.02 In no event will fees payable to you in accordance with this Schedule exceed in total \$49,000.00.
- 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 \$49,000.00 without the prior written approval of the Ministry Representative.

### 1. EXPENSES

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

### 2. 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 \$49,000.00.

### 3. HOLDBACK FROM PAYMENT

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

### 4. SUBMISSION OF STATEMENT OF ACCOUNT

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

## **SCHEDULE B**

### **CONTRACT PAYMENT**

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with Opening number, 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.
- 5.03 Within ninety 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:

**Brian Rosengren**  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Cariboo-Chilcotin Natural Resource District  
200 - 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

**E-mail Address:** [Brian.Rosengren@gov.bc.ca](mailto:Brian.Rosengren@gov.bc.ca)





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

## Schedule C Silviculture Survey Guidelines

File: 10005-40/SU21DCC004

Attachment to the Agreement with **Dechen Ventures Limited Partnership** for  
**FFT Silviculture Surveys – Trainee Direct Award**

\*\*\*Please note any clauses in the Schedule A that contradict this schedule, this schedule takes precedence\*\*\*

### ARTICLE 1 GENERAL

- a. The surveyor will use the Silviculture Surveys Procedures Manual for survey method parameters.
- b. The first five (5) blocks to be surveyed shall be mutually agreed upon at the pre-work conference. These blocks shall be submitted and checked by a Ministry Representative within five (5) working days of submission. The Contractor may re-commence work after these blocks are audited and deemed to be satisfactory by the Ministry Representative. It is not mandatory for the Contractor to attend the auditing process.
- c. Unless otherwise specified in writing by the Ministry Representative, the following table shall outline the start and finish dates for the various survey types included in this project:

| Survey Type                  | Start Date             | Completion Date            | Comments   |
|------------------------------|------------------------|----------------------------|--|
| Free Growing Surveys         | July 15 <sup>th</sup>  | November 15 <sup>th</sup>  | Completed after leader elongation and bud set, preferably during full leaf-out conditions.<br>See section e  |
| Free Growing Walkthroughs    | July 15 <sup>th</sup>  | November 15 <sup>th</sup>  | Completed after leader elongation and bud set, preferably during full leaf-out conditions.   |
| Regen Surveys                | April 15 <sup>th</sup> | September 1 <sup>st</sup>  | Completion date is critical to meet the sowing request deadline.   |
| Stocking Assessment Surveys  | April 15 <sup>th</sup> | September 15 <sup>th</sup> | Report any NSR areas to the Ministry Representative by September 1 <sup>st</sup> , or if surveyed after this date, report any NSR areas within 10 days of the survey date.   |
| Second Year Survival Surveys | July 15                | September 15 <sup>th</sup> | These surveys are to be completed after the second growing season has begun. Completion date is critical to meet the sowing request deadline. Report any NSR areas to the Ministry Representative by September 1 <sup>st</sup> , or if surveyed after this date, report any NSR areas within 10 days of the survey date. |

- d. Final survey packages must be submitted to the Ministry Representative within fifteen (15) days of the actual survey date, unless otherwise agreed upon by both parties at the pre-work conference.
- e. Where the survey type has been identified in the Schedule B of this contract as a Regeneration or Free Growing Survey, the survey must be completed and submitted to the Ministry Representative no later than **fifteen (15) days prior to the expiry of the Regeneration Delay or Late Free Growing date** for that particular Unit. Failure to do so could result in a financial penalty assessed to the Contractor in the amount of \$500.00 for each occurrence.

## **ARTICLE 2 SURVEY INTENSITY AND SAMPLING PROCEDURES**

- a. All surveys should be done as per the Silviculture Surveys Procedures Manual
- b. For all survey types, a minimum of five (5) Plots must be established per stratum.
- c. For each Unit, the Contractor must establish, as a minimum, the number of Plots required to meet the standards of the current Silviculture Surveys Procedures Manual. If the Contractor fails to establish the minimum number of plots as specified in Schedule B, full payment may not be issued to the Contractor. Where possible, the distance between all plots should remain the same, and plots should be evenly distributed across the stratum. Where highly variable stocking is observed, increased plot intensity as required to meet the survey standards will be left to the discretion of the surveyor.

| TYPE        | Survey Plot Intensity |                |                |         |
|-------------|-----------------------|----------------|----------------|---------|
| Hectares    | 0-40                  | 41-100         | 100 +          | Minimum |
| RG/Survival | 5 plots/strata        | 5 plots/strata | 5 plots/strata | 5       |
| FG          | 5 plots/strata        |                |                | 5       |

- d. Where the survey type has been identified in the Schedule B as a **Free Growing Survey**, the Contractor shall establish a minimum of five (5) representative plots per stratum, unless otherwise specified.
- e. Areas which are identified in a Prescription as intermediate cuts, and which have no regeneration objectives or obligations, must have five (5) Plots established to collect basic inventory and silviculture label information, including the basal area (m<sup>2</sup>/hectare) left after logging.

## **ARTICLE 3 RESERVE PATCHES AND TREED RETENTION (RESIDUALS AND RESERVES): SAMPLING AND REPORTING PROCEDURES**

- a. Must be consistent with RESULTS Information Submission Specifications: Licensee Submissions (Edition 3b) and RESULTS Information Submission Specification – gf - Edition 5 located at:  
[https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/results\\_information\\_submission\\_specifications\\_government\\_funded\\_activities\\_edition\\_5\\_june\\_2018.pdf](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/results_information_submission_specifications_government_funded_activities_edition_5_june_2018.pdf)
- b. All surveys completed on stands with some kind of treed retention, in the form of long term residuals (reserves for the entire rotational planning cycle) or short term residuals (available for subsequent harvest removals prior to the end of the rotational planning cycle) shall be surveyed in accordance with the Forest Practices Branch document entitled *Submitting Forest Cover to Results for Openings with Treed Retention*, as amended from time to time, and available online at the following location:  
[https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/forest\\_cover\\_retention\\_submissions\\_may\\_5\\_2016\\_final.pdf](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/forest_cover_retention_submissions_may_5_2016_final.pdf)
- c. **Retention and Residuals** refer to trees remaining, either singly or in groups, after a bounded Net Area to be reforested (NAR) area has been subject to *stand disturbance*. The general term "*retention*" meaning trees retained in a cutblock is distinguished from the more specific term "*retention system*" which refers to a specific silvicultural system in BC with specific stand characteristics.  
  
These guidelines pertain to residuals with a diameter at breast height (DBH) of, or exceeding, 12.5 cm, unless otherwise stated in an official plan or prescription.
- d. **Long term residuals** retained for an entire rotational planning cycle are referred to as "**reserves**". Reserves are understood to be not available for harvesting until the next rotational cycle for the stand.
- e. **Short term residuals** intended to be retained (whether or not they are eventually harvested in another harvest entry) for a portion of a current rotational planning cycle, are referred to as



"residuals" or "retention" or other terminology that conveys standing trees. They are not referred to as "reserves".

#### **ARTICLE 4 MULTI-STORIED, LAYERED SURVEYS AND DEVIATION FROM POTENTIAL**

- a. The age of layer 1 and layer 2 trees must be determined with an increment bore. Sample trees shall be bored at 1.3 m above ground on the high side of the tree, and ages shall be corrected as per Appendix 7 of the *Silviculture Survey Procedures Manual*.
- b. Statistics are not required for multi-storey surveys.
- c. The Contractor shall not change to multi-storied stocking standards from the (**even-aged**) single layered standards which have been identified in the Prescription. Instead the Contractor shall collect survey data and submit a summary for the stratum as a **Layered survey**. (Please refer to the *Silviculture Survey Procedures Manual*.) If the opening is being managed as an even-aged but has multi-storied stocking standards in the prescription, the surveyor shall recommend an amendment to the standard to convert to even aged Standards and then survey to that standard.
- d. If the Contractor recommends a change to multi-storied stocking standards from the single layer standards which have been identified in the Prescription, the Contractor shall collect survey data and submit a summary for the stratum as both multi-storied and single-layered. If the statistical analysis for the single-layered data indicates that the mean of the well-spaced or free growing data is greater (>) than the MSS, but the LCL is less than (<) the MSS, then 1.5 plots/ha shall be completed to meet statistical requirements. This procedure allows FLNRO to determine the best management approach for the stand, and provides the statistical data to backup decisions and complete legal reporting obligations. Refer to Article 15 (b) for additional details about payment to be issued to the Contractor under these circumstances. Note that a Layered stand is not multi-storied unless it is intended to be managed as an uneven-aged stand in the future. A Layered stand should be surveyed using a Layered survey and not a multi-storied survey (see 9.2.2 in the Survey Manual).

#### **ARTICLE 5 MAXIMUM DENSITY, COUNTABLE CONIFERS, & COUNTABLE HEIGHTS**

- a. Countable heights used for determining countable conifers must be recorded at each plot and submitted with the plot data for all strata that exceed or approach the maximum allowable density.
- b. Where the number of countable conifers per hectare is well below the maximum allowable density, countable conifers do not need to be tallied. More specifically, countable conifer information will not be required where:
  - I. The total conifer density is less than (<) 20,000 stems per hectare and the maximum allowable density is 25,000 countable conifers per hectare;
  - II. The total conifer density is less than (<) 8,000 stems per hectare and the maximum allowable density is 10,000 countable conifers per hectare.
- c. When determining the median height of the well-spaced trees in the plot for the purpose of calculating the countable height, the Contractor shall only consider the tallest trees in the plot up to the M value. For example, if there are 8 total well-spaced stems in the plot and the M-value is six (6), the surveyor shall determine the median height by considering only the six (6) tallest well-spaced stems in the plot. In this example, the median height would be calculated by measuring the heights of the third and fourth tallest well-spaced trees in the plot, and then determining the average of these two numbers, to give the median height.

#### **ARTICLE 6 COMPETING VEGETATION**

- a. All layer 1 deciduous trees (described as trees  $\geq 12.5$  cm dbh, at time of harvest) will **not** be considered as competing vegetation when evaluating trees for free growing status (i.e. treat as "ghost" trees). If the Contractor encounters a Prescription where the stocking standards are contrary or inconsistent with this rule, the Contractor will utilize the above ghost tree rule and note in the survey report that the Prescription requires an amendment to consider these trees as non-deleterious.
- b. On some sites, scrub birch, alder, and willow may technically prevent free growing status, but are not truly impeding crop tree growth or performance. In these situations, the Contractor shall survey the stand two ways. First and foremost, the primary survey data **must** be tallied and summarized



assuming that these species are considered as competing vegetation. Secondly, the survey data should indicate the number of free growing stems that would be present if these brush species were considered non-defetarious.

- c. In all cases, the Contractor must utilize an approved free growing survey criteria that will maximize both of the following: (1) the number of free growing stems across the entire standards unit; and (2) the amount of area within the standards unit that could achieve free growing status without any further treatment.
- d. The Contractor must use the same survey methodology and criteria for assessing competing vegetation and free growing status for the entire Standards Unit. Surveyors cannot switch from one method to another from plot to plot, or from stratum to stratum, unless those strata happen to fall within different Standards Units in the Prescription.
- e. For each stratum, the Contractor must indicate on the survey report the free growing criteria that were utilized during the survey (ie. Prescription standards, FG Guidelines, Modified District Policy, etc.).
- f. If the Prescription does not specify a conifer-to-brush ratio, the Contractor shall assume a conifer-to-brush ratio of 100 percent (%).

#### **ARTICLE 7 WELL-SPACED AND FREE GROWING TREES**

- a. The Contractor must record the total number of well-spaced trees and the total number of free growing trees at each plot, including those trees beyond the M-value.
- b. Tree marking procedures:
  - i. All well-spaced and/or free growing trees are to be marked with ribbon or paint. Do not tie ribbon to leaders, or paint any leaders.
  - ii. When completing a regeneration or stocking assessment survey, only the well-spaced trees need to be marked in the field.
  - iii. When completing a free growing survey, only the free growing trees need to be marked in the field.

#### **ARTICLE 8 PLANTING DENSITY, PLANTABLE & PREPARABLE SPOTS, AND EXPECTED SURVIVAL RATES**

- a. The Contractor shall identify the Target Stocking Standard (TSS) specified in the Prescription and use the information provided in the table below to determine the target planting density and target inter-tree spacing to be used to assess plantable spots:

| Target Stocking from the Prescription   | Target Planting Density (sph) | Maximum # of Plantable Spots per 3.99 m radius plot | Target Inter-tree Spacing (m) |
|---|-------------------------------|---|-------------------------------|
| 1000  | 1400                          | 7   | 2.9                           |
| 1200  | 1600                          | 8   | 2.7                           |
| Where higher than normal mortality is anticipated due to cattle, brush, or other factors, use a target planting density of 1800 sph | 1800                          | 9   | 2.5                           |

- b. Plantable spots are to be assessed using the target inter-tree distance from the above table, and not the minimum inter-tree distance specified in the stocking standards of the Prescription. On occasion, a plantable spot can be assessed closer to the minimum inter-tree spacing to select a better microsite, but in these cases, the Contractor shall include a comment in the plot as rationale.

#### **ARTICLE 9 TREATMENT BOUNDARY LAYOUT**

- a. The boundaries of all NSR strata that require treatment are to be laid out in the field by the Contractor.
- b. FLNRO will provide this ribbon to the Contractor as required.

- c. Boundaries must be sufficiently marked to allow for easy identification during full leaf-out conditions. The maximum distance between pieces of ribbon is ten (10) meters.
- d. Ribbons shall not be tied to leaders of crop trees. All ribbons are to be tied using double-knots, and must be hung at least 1.3 m above ground where possible.

#### **ARTICLE 10 SURVIVAL SURVEYS**


- a. Survival surveys shall be completed in mid-summer, preferably after trees have flushed and put on their new growth for that year.
- b. Under this Agreement, survival surveys shall not be subject to the statistical requirements outlined in 8.1.1.5 of the *Silviculture Survey Procedures Manual*. However, where the survey results indicate a lower confidence limit (LCL) that is less than the minimum stocking standard (MSS) in the Prescription, the Contractor shall provide an explanation, describe any potential risks to future stocking levels, and make appropriate treatment recommendations with these survey results in mind.
- c. In addition to the information specified in Article 13 below, the survival summary report shall include an estimate of survival percentage for each species planted on the opening, as well as a description of their vigor, color, firmness, straightness, average leader growth, and average height.
- d. The survival summary report shall also include a summary of both the number of well-spaced naturals and the number of well-spaced planted trees per hectare.

#### **ARTICLE 11 REPORTS AND DELIVERABLES**

- a. One (1) original and one (1) photocopy of all survey reports must be submitted, and the contents of the survey report must contain, as a minimum, information equivalent with that provided in the sample survey reports attached in the appendices section of this Agreement.
1. Provide a written description of the current status of the stratum which would include but is not limited to the following:
    - a. Current stocking status and general performance of the stand.
      - i. Are the health and growth rates of the crop trees acceptable to achieve free growing status?
      - ii. What is the quality of germinates and their expectation for future ingress and development within the block?
    - b. Current observed stand limiting factors which may prevent the stand from maintaining stocking levels or achieving free growing status, i.e.: brush competition levels, forest health issues.
      - i. What is the Brush Hazard in the stated form of HIGH, MED, LOW, or NIL? Clearly describe why the brush severity code has been chosen and describe the species of brush.
      - ii. Clearly describe any forest health issues observed. Describe the pest, disease, or damage and the risk it poses and any treatment recommendations required.
    - c. What future treatments are required; Include a description of where on the opening, when it should occur and types of treatment?
      - i. Is a treatment required to meet the regeneration date? or to assure a free growing stand is achieved within the prescribed free growing time frame? Include a primary and alternate recommendation.
      - ii. If a brushing treatment is recommended, there must be a statement included in the survey report detailing the brush species, percentage cover, average height, stems per hectare, and recommended brushing treatment type.
    - d. Provide the estimated time to meet FG standards.
  2. Have the Standards in the Silviculture Prescription, Site Plan or FSP been met? Are any amendments recommended? If so, provide a detailed rationale.
  3. For Survival Survey(s) the write up must provide a summary of well-spaced naturals and well-spaced planted trees per hectare.



4. For non-stocked burn piles make a note in the report as to their total area within the block and number of plantable spots as well as their locations on the map which may be hand drawn and approximate.
  5. Where the result of a survey would benefit from a Deviation from Potential survey the contractor must state this in their comments.
- b. Accurate and detailed access notes must be submitted, unless completing a free growing survey with no future recommended activities or access is accurate within 300 m of each road junction. If the Project Map that was provided to the Contractor at the pre-work already has correct access notes, the Contractor must indicate in the survey report that the access notes were confirmed, along with the appropriate date, and surveyor's name. Otherwise, the Contractor must provide updated access directions to each Unit from the intersection of Highways 97 & 20 in Williams Lake, and must reference mileage to corresponding landmarks (KM markers, major intersections, distinguishable features, etc.). The Contractor must provide comments on the current level of access (i.e.; 4wd, 2wd, ATV, Walk, access restrictions, etc.) for all roads required to access the Unit.
  - c. In the case of NSR strata, or strata for which planting is recommended as either a primary or alternate treatment recommendation, the Contractor will submit statistical analysis for plantable spots, as per the sample provided in the appendices of this Agreement.
  - d. Where handheld data loggers and survey software are used to collect plot data, a copy of the electronic or digital plot data shall be submitted on a CD or DVD to the Ministry upon completion of the contract, and will become the property of the Ministry.
  - e. In situations where overstory volume, merchantable blowdown, or beetle-infested timber is present, the species, location, and estimated volume present must be discussed in the report. The report must also include recommendations and possible management solutions, including whether or not the volume should be salvaged, left on site for coarse woody debris, or felled and burned.
  - f. Any observed Wildlife or Danger Trees, or debris piles that require burning, must be described in the survey report and their location noted on the map.
  - g. Mapping Deliverables:
    1. For each Unit, the Contractor shall submit a simple Project Map and Plot Map. The Plot Map can be a copy of the Project Map, and is used to identify strip lines and plot information.  
Prior to commencing work, FLNRO will provide the Contractor with a Planned Survey Project Map for each Unit on a hard copy (paper) and .pdf digital format. The Contractor may use this map for their Project Map and Plot Map, and plots and stratum boundaries may be hand-drawn on the map.
    2. The Contractor shall also submit a digital shapefile for each Unit, unless there are no new stratum boundaries identified during the survey, in which case the Contractor will not be required to submit a shapefile. The Contractor's digital shapefile shall include only the inside block information, including strata boundaries, non-productive areas such as roads or swamps, and Standards Unit boundaries.
    3. Where spatial data is not provided, or is incorrect for non-productive area(s) such as roads, the Contractor shall collect this data in the field, including location and width of roads, in order to create a polygon on the Project Map and Plot Map.
    4. For additional information concerning mapping and GIS requirements, please refer to the BCTS GIS Data Standards document attached in the Appendices. This document is also available on the Ministry FTP site located at:  
[https://www.for.gov.bc.ca/ftp/TCC/external/!publish/Data\\_Standards/ArcGIS/Silviculture/Standard/](https://www.for.gov.bc.ca/ftp/TCC/external/!publish/Data_Standards/ArcGIS/Silviculture/Standard/)





Natural Resource Ministries

## Schedule D Insurance

File: 10005-40/SU21DCC004

Attachment to the Agreement with Dechen Ventures Limited Partnership, for FFT Silviculture Surveys – Trainee Direct Award

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 Safety Conditions

File: 10005-40/SU21DCC004

### Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys – Trainee Direct Award

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.

1.07 *Notwithstanding the terms and conditions of the Agreement, the Contractor shall comply with all laws affecting the Work, including measures put in place by the Provincial Health Officer regarding COVID-19 (Notices and Orders) requirements.*

*Contractors must follow all COVID-19 related Provincial Health Office Orders, Guidelines and Best Management Practices including information prepared by the Western Forestry Contractors Association. See – [www.wfca.ca/](http://www.wfca.ca/)*

*The Contractor will provide the Ministry Designated Representative ' with a copy of their COVID-19 Preparedness Plan that adheres to the above documents."*

- (a) All contractors must prepare a COVID-19 Preparedness Plan<sup>ii</sup> to be reviewed by the Ministry Designated Representative prior to starting work

## **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 Failing Plan.

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

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<sup>i</sup> **Ministry Designated Representative** means "the MoFLNRORD staff person(s) or Ministry Designated Administrator/Authority, identified at the project pre-work, who is responsible for the outcomes of the contract, and will be empowered to give approval and/or direction to specific article content in the contract".

<sup>ii</sup> **COVID-19 Preparedness Plan** "A plan that identifies the measures being taken to meet the applicable legal Orders, Guidelines and Best Management Practices related to COVID-19 to enable work to be carried out as safely as possible".



Natural Resource Ministries

## Schedule F PRIME CONTRACTOR AGREEMENT

CONTRACT FILE NO:  
10005-40/SU21DCC004

THIS AGREEMENT DATED FOR REFERENCE THE  
24th DAY OF JUNE 2020

PROJECT DESCRIPTION: FFT FREE SILVICULTURE SURVEYS -TRAINEE DIRECT AWARD

**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

**CARIBOO-CHILCOTIN NATURAL RESOURCE DISTRICT**

200 – 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-302-5706 ..... FAX Number: 250-398-4836

Ministry Representative: Brian Rosengren

E-mail Address: Brian.Rosengren@gov.bc.ca

(the "Province")

**AND:**

**DECHEN VENTURES LIMITED PARTNERSHIP**

PO Box 168  
Alexis Creek, British Columbia  
V0L 1A0

Phone Number: 250-394-4212 ..... FAX Number: 250-394-4275

E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton

Business Number: 777242090BC0001

WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "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

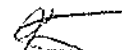
- 3.01 The Parties entered into the agreement dated for reference **September 24<sup>th</sup>, 2019**, identified as Agreement Number **SU20DCC005** that is applicable to and forms part of this Agreement.

##### 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 **September 24<sup>th</sup> to February 28, 2020** 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.

|  |  |
|--|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Prime Contractor (or by an authorized signatory of<br>the Prime Contractor if a corporation) |
|                         |    |
| , for<br>(Authorized Ministry Contract Officer/Expense Authority)  | (Prime Contractor or Authorized Signatory)   |
| <b>Howse, R.P.F., Land and Resource Head</b>   | <b>Hugh Flinton, Dechen Ventures Limited Partnership</b>   |
| Dated this <u>12</u> day of <u>August</u> , 2019   | Dated this <u>10</u> day of <u>August</u> , 2019   |



Natural Resource Ministries

## SCHEDULE G SUBCONTRACTING SCHEDULE

File: 10005-40/SU21DCC004

Attachment to the Agreement with **Dechen Ventures Limited Partnership** for **FFT Silviculture Surveys – Trainee Direct Award**

### ARTICLE 1 GENERAL PROVISIONS

- 1.01 If the Contractor engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.02 The actions of any Subcontractor engaged to carry out any of the work shall be deemed to be the actions of the Contractor.
- 1.03 If the Contractor engages a Subcontractor to carry out any of the work, any provision in this Agreement requiring the Contractor to meet an obligation associated with the Subcontractor's work shall be deemed to mean the Contractor shall ensure the Subcontractor meets that obligation.
- 1.04 The Province may, for a reasonable cause, object to the use of an intended Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 1.05 The Contractor acknowledges and agrees that the Subcontractor or any of the Subcontractors' directors, officers or members is not an Associated Person of the Contractor as that term is referenced in the tendering documents and as defined in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- 1.06 Nothing in this Agreement will create any direct or indirect contractual relationship between the Province and any Subcontractor or impose any obligation or liability upon the Province to any Subcontractor.
- 1.07 The Contractor must ensure all approved Subcontractors obtain WorkSafe BC coverage and comply with all conditions of the *Workers Compensation Act* and regulations thereunder and where general Worksafe BC coverage is not obtainable, the Contractor will ensure all Subcontractors obtain Personal Optional Protection under the *Workers' compensation Act*, and upon request must provide us with proof of such compliance.
- 1.08 The Contractor shall ensure that all its Subcontractors performing work under this Agreement carry insurance in the form and limits as specified in the insurance schedule, and upon request must provide us with proof of such compliance.

### ARTICLE 2 INSPECTION BY THE CONTRACTOR

- 2.01 The Contractor is not entitled to subcontract any obligations with respect to inspection to the Subcontractor whose work is being inspected. Any inspection must be done by the Contractor, or by a different Subcontractor approved by the Province.
- 2.02 The Contractor shall inspect the work performed and/or each area of payment or part thereof for the purposes of determining the quality of work.

- 2.03 The Contractor shall inspect the work in the following manner:  
as per the Schedule A and C of the contract.
- 2.04 The Contractor shall provide the Province with a written statement of the work quality achieved, supported by inspection data and a map of the work area and/or area of payment (or portions thereof). The Province may examine such portion or portions of the work performed and/or area of payment as it considers appropriate to verify the quality of the work.
- 2.05 If the Province determines the inspection carried out by the Contractor does not correctly indicate the quality of the work, the Province may require the Contractor to carry out additional inspection(s).

**ARTICLE 3 APPROVED SUBCONTRACTORS**

- 3.01 The Contractor acknowledges and agrees that only the following are approved by the Province to be Subcontractors:
- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



## SCHEDULE H Camp Standards

File: 10005-40/SU21DCC004

Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys  
– Trainee Direct Award

### ARTICLE 1 DEFINITIONS

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

- (a) **"Approved"** means approved in writing by a medical health officer or environmental health inspector.
- (b) **"Camp"** means land or premises on which there are cabins, tents, dwellings, bunkhouses, or other structures owned, established, operated, or maintained by the Contractor as living quarters for its agents, employees, subcontractors, or others, with or without charge in connection with the Agreement.
- (c) **"Contract Representative"** means the person who is assigned by the contracting agency (the Province; forest company – licensee; or Recipient) to administer the contract on that agency's behalf.
- (d) **"Food Premises"** means food premises in which food is processed, served, stored, or dispensed.
- (e) **"Potentially Hazardous Food"** any food or ingredient capable of supporting the growth of pathogenic organisms or the production of toxins.
- (f) **"Sanitize"** means to treat by a process that effectively destroys micro-organisms including pathogens. If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

### ARTICLE 2 COMPLIANCE WITH THE LAW

2.01 Notwithstanding the terms and conditions of the Agreement, the Contractor shall comply with all laws affecting the Work, including the *Public Health Act* and its *Food Premises Regulation*, *Health Act Communicable Disease Regulation*, *Sewerage System Regulation*, *Industrial Camps Health Regulation*; the *Water Act*; the *Drinking Water Protection Act* and its Regulations; and the *Tobacco Control Act* and its Regulations.

### ARTICLE 3 APPLICATION

3.01 This Schedule does not apply to camps occupied by less than 5 persons.

### ARTICLE 4 ACCOMMODATION REQUIREMENTS

4.01 The Contractor shall ensure that accommodation, which meets the minimum standards stated herein, is provided for their crew. If the Contractor's workers are to be housed in suitable off-site accommodation with safe, effective transportation to and from the worksite provided, an exception from providing a field camp as described may be obtained from the Contract Representative prior to the commencement of the Work.

### ARTICLE 5 INSPECTION

#### Right to Inspect

5.01 The Tobacco Enforcement Officer, Health Officer, WorkSafe BC Inspector, or Contract Representative may inspect a camp at any time or in the event of non-compliance with the Contract Documents, action may be taken against the Contractor either under this Agreement,

under the *Public Health Act* or under WorkSafe BC Regulations. Action may include financial penalties, camp closure, or contract termination as described below.

#### **Assessments**

- 5.02 As per the Agreement and the actions provided by the regulations listed in Article 2 of this Schedule, if, in the opinion of the Ministry Representative, an inspection indicates the Contractor has failed to comply with any standards specified in this Schedule, the Ministry Representative may, in its sole discretion, immediately impose upon the Contractor an assessment for re-inspection of two hundred and fifty dollars (\$250) each time the Ministry Representative is required to re-inspect for compliance. The Ministry Representative may repeat the assessment each time that a subsequent inspection indicates that the Contractor remains in non-compliance with the standards.

Tobacco Enforcement Officer and WorkSafe BC Inspectors may impose any assessments provided in their respective legislation.

#### **Termination**

- 5.03 Notwithstanding any other rights or remedies available to it, the Province may terminate this Agreement and claim the Performance Security if:
- (a) the Contractor does not provide a camp or obtain an exemption as stated in 4.01 above;
  - (b) the Contractor does not comply with a Notice to Comply;
  - (c) the camp is ordered "closed" by an official of the Ministry of Health or the Workers' Compensation Board or the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Compliance Branch or any other agency with statutory authority.

### **ARTICLE 6 STANDARDS**


- 6.01 To facilitate routine inspection by a Health Officer, WorkSafe BC, and the Ministry Representative, the Contractor must provide the location of all camps and contact information to the local Health Authority, WorkSafe BC, and the Ministry Representative 72 hours prior to establishment of each and every camp site. The appropriate Health Authority is to be contacted as indicated at <http://www.health.gov.bc.ca/protect/industrial-camps.html> and WorkSafe BC contacted at [http://www.worksafebc.com/contact\\_us/default.asp](http://www.worksafebc.com/contact_us/default.asp).

#### **Supervision**

- 6.02 The Contractor shall
- (a) be responsible for supervision of the camp.
  - (b) cause a legible copy of these standards to be kept permanently posted in a prominent place in the camp.
  - (c) ensure that a "Silviculture Workers Fact Sheet" is posted in a visible location at each and every camp and that a copy is provided to each and every member of its workforce. The fact sheet is available from the Ministry of Jobs, Tourism and Skills Training, Employment Standards Branch and from the website location: [http://www.labour.gov.bc.ca/esb/factsheets/silviculture\\_workers.htm](http://www.labour.gov.bc.ca/esb/factsheets/silviculture_workers.htm).
  - (d) maintain the camp, its sanitary facilities, appliances and equipment in good repair and in clean, sanitary condition at all times.
  - (e) accurately inform all employees of camp conditions and personal equipment requirements and ensure that, prior to hiring, employees are adequately equipped, including sleeping gear, where required.
  - (f) ensure that any domestic animals permitted in camp are properly controlled and not permitted access to food storage, preparation, or serving areas or waste disposal facilities.

#### **Water Supply**

- 6.03 As per the *Drinking Water Protection Act*, the Contractor must obtain the approval of the Health Authority and, where provided, a Water System Operating Permit for all camp drinking water systems and the Contractor must comply with the conditions of the Water System Operating Permit.



- 6.04 As per the *Water Act* and its Regulations, the Contractor must obtain approval of the Ministry of Environment - Water Stewardship Division if it will be using or diverting water from stream beds including a lake, river, creek, spring, ravine, swamp or gulch.
- 6.05 In order to verify the safety of the drinking water system, the Contractor must provide bacteriological water samples at regular intervals and in a timely fashion from each camp location to the Health Authority as required by the Water System Operating Permit. Camps supplied with drinking water from sealed bottles purchased from a reputable grocery chain outlet or other suitable retail establishment will not be subject to water sampling.
- 6.06 An adequate supply of potable water shall be provided for drinking and food preparation purposes both at the camp and at the daily worksite.
- 6.07 Where the Health Region determines a permit is not required, the following minimum standard is to be followed in order to ensure that drinking water will be free of pathogenic (disease causing) organisms. Drinking water must be either:
- (a) obtained from a water supply system in accordance with the *Drinking Water Protection Act*, or
  - (b) in exceptional circumstances, otherwise treated by a method which has been authorized in writing by the Health Officer. Any conditions of such an authorization will form an integral part of this contract; or
  - (c) boiled.
- 6.08 All containers used for transporting or storing drinking water shall be used for no other purpose and shall be securely closed, arranged so that water can only be drawn from a tap (no dipping).
- 6.09 All potable water containers including those for personal use shall be maintained clean and free from contamination.
- 6.10 Where a water supply unfit for drinking is used for other purposes there shall be:
- (a) no physical connection with the drinking water supply; and
  - (b) warning signs placed on all outlets of the non-drinkable supply.

#### **Campsite**

- 6.11 The general campsite area and specific locations of all camp facilities shall be located so that good natural drainage is provided.
- 6.12 Drainage from the camp shall not contaminate any water supply.
- 6.13 The camp location and boundaries shall be approved by the Contract Representative in charge and be confined to the agreed-to area.

#### **Sleeping Accommodations Supplied by the Contractor**

- 6.14 Where the Contractor provides tents or other temporary membrane structures (the "Structures") for sleeping accommodations for the short-term camp, it must ensure the Structures:
- (a) having an area in excess of 18 square meters are inspected by a fire official for approval;
  - (b) are not located within 6 meters of buildings, parked vehicles, internal combustion engines, or other tents or temporary membrane structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the Structures;
  - (c) are adequately braced and anchored to prevent weather-related collapse, including their appurtenances;
  - (d) are, including canopies, composed of flame-resistant material or shall be treated with a flame retardant in an approved manner;
  - (e) flammable-liquid-fuel equipment shall not be used in the Structures or canopies;
  - (f) flammable and combustible liquids shall be stored outside in an approved manner not less than 15 meters from the Structures or canopies;
  - (g) there is sufficient ventilation to prevent the accumulation of disagreeable odours and condensation;
  - (h) are enclosed and weatherproof and provide adequate artificial or natural lighting;
  - (i) floors are of a smooth, easily cleanable finish and kept clean;
  - (j) there is adequate floor space to prevent overcrowding



- (i) any two persons of opposite sex and not being persons living together as common-law or married are not required to sleep in the same room;
    - (ii) an unobstructed clearance of at least 0.6 m between beds, and 1.0 m between each bed and the ceiling;
  - (k) individual dry storage space for personal possessions and clothing for each employee;
  - (l) no room used for sleeping accommodation is used for drying clothes;
  - (m) a moisture barrier (ground sheet) must be used where the bedding is not elevated 30 cm or more above the ground;
  - (n) mattresses and pillows that are supplied at a camp must be encapsulated by a water proof barrier to ensure they remain in a sanitary condition.
  - (o) all mattresses, sheets, pillows, pillow cases, blankets and bed covers are kept in a clean and sanitary condition and laundered to keep them sanitary and before each new user.
- 6.15 Bunkhouses or dwelling houses used for sleeping accommodations must also comply with the Industrial Camps Health Regulation.
- Communicable Diseases**
- 6.16 As provided by B.C. Reg. 4/83 of Schedule 'A' of the *Public Health Act*, Communicable Disease Regulation, where a person knows or suspects that an animal or another person is suffering from or has died from a communicable disease, he/she shall, without delay, make a report to the Medical Health Officer. A copy of the report shall be forwarded to the Director, Occupational Health Department, and Workers' Compensation Board.
- Kitchen and Meals**
- 6.17 As per the Food Premises Regulation, the Contractor must obtain the approval of the Health Authority and an operating permit for all Food Premises and the Contractor must comply with all conditions of the operating permit.
- 6.18 The Contractor shall ensure:
- (a) A kitchen or food preparation area shall be provided for that exclusive use and shall be separate from any other room. This room must be constructed so as to deter the entry of insects and vermin. Walls shall be smooth, durable, non-absorbent and maintained in a clean condition. Kitchens shall be supplied with smooth durable, non-absorbent, easily cleanable floors.
  - (b) A balanced diet of sufficient quantity shall be provided for the workers by the Contractor.
  - (c) Hand basins with hot and cold water, soap and disposable towels shall be provided in a location convenient to the kitchen area for the use of food handlers.
  - (d) Eating or drinking utensils shall be thoroughly cleaned and sanitized after each consecutive use. Personal water bottles, supplied by the Contractor, shall be cleaned daily.
  - (e) Food preparation and dining surfaces shall be finished with a smooth, durable, non-absorbent surface and shall be kept clean and sanitized.
  - (f) Utensils shall be scraped, washed clean and sanitized after each usage as follows:
    - i) first sink - wash in warm water (43°C/110°F) with detergent;
    - ii) second sink - rinse in clear warm water (43°C/110°F);
    - iii) third sink - sanitize by immersion in warm clean water containing 100-ppm chlorine (1 tablespoon of unscented bleach per gallon of water);
    - iv) air dry on clean non-absorbent surface.
- Dining Room**
- 6.19 A dining room of sufficient size to effectively accommodate the serving and eating of meals shall be provided. This room shall be separated from the kitchen and kept in a clean and sanitary condition.
- 6.20 The dining area shall be dry, heated, and constructed so as to deter the entry of insects and vermin. If connected to the kitchen area, dining rooms shall be supplied with smooth, durable, non-absorbent, easily cleanable floors.

### **Food Handlers**

6.21 The Contractor shall ensure:

- (a) No person who is a carrier of, or suffering from, a communicable disease shall perform food handling duties.
- (b) Food handlers shall wash their hands thoroughly, frequently, and always after using the toilet. They shall wear clean clothes, keep hair in place and keep fingernails short and clean.
- (c) All food handlers shall have a valid FOODSAFE certificate indicating their completion of a basic food handler's course recognized by the Ministry of Health.

### **Food**

6.22 The Contractor shall ensure:

- (a) All food supplies shall be from a commercial source and protected from contamination at all times. Special care shall be taken to ensure that hazardous foods, which will not be cooked before eating, are not exposed to contamination from unwashed hands or dirty equipment.
- (b) Ice shall be of drinking water quality.
- (c) Hazardous foods shall be maintained at a temperature below 4.0°C/40°F or above 60°C/140°F at all times. Refrigeration and hot holding temperatures must be monitored and logged at least daily while the camp is operating.
- (d) Refrigeration equipment with sufficient space to store all hazardous foods kept at the camp, shall be provided. Each unit shall contain a thermometer to monitor its operability.
- (e) All food supplies shall be stored off the floor and protected from dirt and contaminants.

### **Food Equipment**

- 6.23 Containers for food storage shall be easily cleaned, durable, non-absorbent, non-toxic, non-corrosive and designed to be tightly closed. Such containers shall be used whenever stored food is at risk from water, insects, vermin, or other sources of contamination.
- 6.24 All food service equipment and utensils shall be of food service quality and free from breaks, corrosion, cracks, open seams and chips and shall be kept clean and sanitized.
- 6.25 When not in use utensils, dishes and kitchenware shall be stored in a cupboard to protect from insects, dirt and contamination. Other items shall be stored off the floor and protected from dirt and contaminants. All kitchen or dining room structures must be constructed so as to be easily cleaned and sanitized.

### **Food Safety Management**

- 6.26 The Contractor must establish a written Food Safety Management Plan and a Sanitation Plan that ensures a health hazard does not occur in the handling of food and the sanitization of the Food Premises. The Plans must be submitted by the Contractor to the Health Authority for its review.

### **Sanitary Facilities**

- 6.27 The Contractor shall provide enclosed, hot water showers, which are screened from view to ensure that employees can conveniently maintain personal hygiene. Each shower shall have an adjacent dressing area. Construction shall include smooth, easily cleanable floors and walls.
- 6.28 Flush toilets shall not be installed unless connected to a public sewage system or an onsite sewage disposal system that has been constructed in compliance with the *Public Health Act Sewerage System Regulation*.
- 6.29 Toilets (privy's) shall be conveniently located and constructed and maintained so that:
- (a) flies, insects, rodents or other animals are deterred from gaining access to the waste materials in the pit;
  - (b) surface or ground water cannot enter the pit;
  - (c) waste material does not contaminate a water supply;
  - (d) the enclosure is vented;
  - (e) they are located a minimum of 30 metres from any lake or stream and 10 metres from food service areas of the camp;
  - (f) they are enclosed and provide privacy.
- 6.30 Wash basins with an adequate supply of clean water shall be provided for hand washing purposes in the numbers specified in the table below.
- 6.31 The facilities described in 6.27, 6.29 and 6.30 above must not be less than the number as per the following table.

| Summary Table For Camp Standards   |                        |                        |                           |
|--|------------------------|------------------------|---------------------------|
| No. of Persons in Camp for Whom Accommodations is Available at Camp (from/up to and including) | Minimum No. of Privies | Minimum No. of Showers | Minimum No of Wash Basins |
| 1 - 7  | 1                      | 1                      | 1                         |
| 8 - 15   | 2                      | 1                      | 3                         |
| 16 - 30  | 3                      | 2                      | 6                         |
| 31 - 45  | 4                      | 3                      | 9                         |
| 46 - 60  | 5                      | 4                      | 12                        |
| 61 - 75  | 6                      | 5                      | 15                        |
| 76 - 100   | 7                      | 6                      | 20                        |

for each group of 6 persons in addition to 100, add 1 wash basin  
for each group of 20 persons in addition to 100 add 1 privy and shower

- 6.32 Privy pits no longer in use shall be filled with soil and marked with a durable sign to warn future visitors to the site of the contaminated area.
- 6.33 Sanitary facilities must be maintained in a clean and sanitary condition.
- Garbage and Sewage**
- 6.34 All sewage generated including but not limited to privy, shower, and kitchen facilities must be disposed of in a manner approved by the Health Authority. Permits may be required depending on the camp's facilities and location and the Contractor must comply with any permits issued.
- 6.35 Any approved infiltration pits shall not be less than 30 metres from any lake or stream and shall not be permitted to overflow or accumulate onto the soil surface:
- (a) sewage and waste water from kitchen or food service areas shall be disposed of in a closed infiltration pit with a closed delivery system that is sealed to the access of flies and vermin (i.e. open ditches are not permissible).
  - (b) waste water from bathing or washing shall also be disposed of in a covered infiltration pit.
- 6.36 Garbage shall be stored in wildlife and insect proof containers conveniently located and in sufficient numbers.
- 6.37 Garbage shall be hauled to a waste management site every day where there is a bear problem; under all circumstances, no longer than 3 days.
- Dry Room**
- 6.38 A heated dry room for the exclusive purpose of drying clothes shall be provided separate from the food preparation and serving areas.



Natural Resource Ministries

## Schedule I SAFE Certification Requirements

File: 10005-40/SU21DCC004

**Attachment to the Agreement with Dechen Ventures Limited Partnership, for FFT  
Silviculture Surveys – Trainee Direct Award**

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

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

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



# Request to Contract

Instructions: This form has been designed to be submitted electronically. Email approvals of this form are accepted in lieu of physical signatures.

[Reset Form](#)

## Section 1 - Ministry Identification

|  |  |                            |
|--|--|----------------------------|
| Ministry: FLNRORD  | Division/Branch: Cariboo Chilcotin Forest District | City/Region: Williams Lake |
| Qualified Receiver/Contract Manager: Brian Rosengren           |  | Phone/Email: 250-394-4710  |
| Project Title: FFT Silviculture Surveys - Trainee Direct Award |  |                            |

## Section 2 - Project Details

Instructions: Complete the following fields. You may use point form. The text boxes automatically resize if more space is required. Click the yellow question mark boxes for help.

Contract Number: SU20DCC005

Has a Privacy Impact Assessment been conducted for this contract? Yes

Please include your PIA documentation in the contract file.

Description of Work: <sup>?</sup>

Silviculture surveys in the Alex Graham, Fletcher Lake and Gaspard Creek areas

Intent Statement - What are the outcomes? <sup>?</sup>

Update status on District Default NRFLS to determine if they are RG/FG or require further treatment

Describe the impacts on the program delivery if not approved: <sup>?</sup>

Possible loss of growth and productivity

Anticipated Term of Agreement: Start date: September 15, 2019

End date: February 15, 2020

Will there be an Option to Renew? No

## Section 3 - What are you purchasing?

Instructions: Answer the questions in order. If you go back and change an answer you must complete all subsequent questions again.

What are you purchasing? Services

What is the estimated value of the contract? \$49,000.00

Funding Source - Base Amount: \$49,000.00

Funding Source - Other Amount:

Other Source Details:

Will there be a Cost Recovery? No

Estimated Account Distribution:

| # | FY | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT      |
|---|----|--------|----------------|--------------|---------|---------------|-------------|
| 1 | 20 | 1 2 8  | 7 1 9 0 6      | 4 0 8 6 2    | 6 0 0 1 | 7 1 0 0 0 0 0 | \$49,000.00 |



# Request to Contract

|   |  |             |
|---|--|-------------|
| AMOUNT OF ACCOUNT DISTRIBUTION                      |  | \$49,000.00 |
| Is there a <u>Corporate Supply Arrangement</u> ? No |  |             |
| How will the contract be awarded?                   |  |             |

## Section 4 - Approvals

### Prepared By

Instructions: Complete the fields in this subsection and the Expense Authority subsection. Choose from the Action drop-down menu below to submit this form for approval.

|                                  |  |   |
|----------------------------------|--|---|
| Name: Brian Rosengren            | Position: Stewardship Forester                             | ? |
| Email: brian.rosengren@gov.bc.ca | Date: 16, September, 2019      Action: Submit for Approval |   |

☐ Add additional comments for Expense Authority

### Expense Authority

Instructions: Review Sections 1-3 and forward the email request including this form with your response. Include the Project Name, Amount, and your signature block in your reply. Your EA level must be sufficient for the full contract amount, including any Options to Renew. Expense Authority Matrices can be found [here](#).

|                              |  |
|------------------------------|--|
| Name: Kerri Howse            | Position: Land and Resource Section Head |
| Email: kerri.howse@gov.bc.ca |  |

### Additional Approval (by ADM, CFO, etc. if required)

Instructions: Review Sections 1-3 and forward the original email with your response in order to preserve the email chain.

|        |           |
|--------|-----------|
| Name:  | Position: |
| Email: |           |



## Request to Contract

Cont

\$

approv

1 ya

## Section 5 - Purchase Order Setup

Instructions for the Contract Manager: Complete the following section after the contract has been awarded. The total amount cannot exceed the estimated amount in Section 3. Some fields have been populated based on the above sections; please review them for accuracy.

Legal name and address of the vendor who was awarded the contract: <sup>?</sup>Joe Alphonse, Tl'etinqox-T'in Government Office, DBA Dechen Ventures  
PO Box 168, Alexis Creek, BC V0L1A0Has the vendor been verified in the Corporate Registry? <sup>?</sup>

Contract Number: SU20DCC005

Description of Services: Silviculture surveys <sup>?</sup>PO Class Code: <sup>?</sup>

Start Date: September 19, 2019

End Date: February 15, 2020

Account Distribution:

| # | FY | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT |
|---|----|--------|----------------|--------------|---------|---------------|--------|
| 1 | 20 | 1 2 8  | 7 1 9 0 6      | 4 0 1 1 2    | 6 0 0 1 | 7 1 0 0 0 0 0 |        |

TOTAL AMOUNT OF CONTRACT <sup>?</sup>

AMOUNT OF ACCOUNT DISTRIBUTION

Will taxes apply to any fees or expenses? <sup>?</sup>

GST Number: (if known)

☐ Add additional comments for Accounts Payable



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

## Operational Services Contract

CONTRACT FILE NO:  
10005-40/SU20DCC005

THIS AGREEMENT DATED FOR REFERENCE THE  
24<sup>th</sup> DAY OF SEPTEMBER, 2019.

PROJECT DESCRIPTION: FFT FREE SILVICULTURE SURVEYS -TRAINEE DIRECT AWARD

**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

**CARIBOO-CHILCOTIN NATURAL RESOURCE DISTRICT**

200 – 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-394-4710 .....FAX Number: 250-398-4836

Ministry Representative: Brian Rosengren

E-mail Address: [Brian.Rosengren@gov.bc.ca](mailto:Brian.Rosengren@gov.bc.ca)

(the "Province")

**AND:**

**DECHEN VENTURES LIMITED PARTNERSHIP**

PO Box 168  
Alexis Creek, British Columbia  
V0L 1A0

Phone Number: 250-394-4212 .....FAX Number: 250-394-4275

E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton

Business Number: 777242090BC0001

WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "Contractor")

referred herein to as "the Parties".

**WHEREAS:**

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



Accordingly, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

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

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Document"** means an NRS600 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) **"Assessment"** means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) **"Changed Condition"** means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) **"Contract Documents"** means those documents described in Section 2.02 and the Work Progress Plan;
- (f) **"Contract Price"** means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) **"Contractor Representative"** means a person designated pursuant to Section 5.05;
- (h) **"Environmental Damage"** means:
  - i. slumping or sliding of land;
  - ii. inordinate soil disturbance; or
  - iii. other damage to the environment which the Province considers significant.
- (i) **"Equitable Adjustment"** means a fair and reasonable adjustment negotiated by the Parties to;
  - i. the Contract Price; or
  - ii. the time within which the Work is to be performed;
- (j) **"Fiscal Year"** means the period from April 1 to the next March 31 inclusive;
- (k) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) **"Material"** means the Produced Material and the Received Material;
- (m) **"Ministry Representative"** means a person appointed pursuant to Section 5.01;
- (n) **"Occupied Area"** means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) **"Payment Area"** means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) **"Performance Security"** means the security provided by the Contractor in accordance with Article 4;
- (q) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) **"Subcontractor"** means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;

- (t) **"Shortfall"** means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
  - (u) **"Term"** means the period of time this Agreement is in force pursuant to Article 3;
  - (v) **"Work"** means all labour, supervision, administration, materials, transportation, supplies, tools, equipment and such other services and materials necessary or desirable to perform the services described in the Contract Documents, and includes any services which are not expressly described, but which are nevertheless necessary for the proper execution of the work;
  - (w) **"Work Area"** means the area shown outlined on the attached maps;
  - (x) **"Work Day"** means every day of the week except Saturday, Sunday and statutory holidays; and
  - (y) **"Work Progress Plan"** means the plan developed on a form approved by the Province and submitted to the Ministry Representative for approval which outlines the scope, timing, location and any other requirements of the Work.
- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.
- 1.04 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

## **ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS**

### **Contract Documents**

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

| <b><u>Schedule</u></b> | <b><u>Title</u></b>                   | <b><u>FS Number</u></b> |
|------------------------|---------------------------------------|-------------------------|
| Schedule "A"           | Silviculture Surveys                  | FS-925A                 |
| Schedule "B"           | Payment                               | FS-1b                   |
| Schedule "C"           | Silviculture Survey Guidelines        | FS-1c                   |
| Schedule "D"           | Insurance                             | NRS1-d                  |
| Schedule "E"           | Safety Conditions Schedule            | NRS1313                 |
| Schedule "F"           | Prime Contractor Agreement            | NRS1354                 |
| Schedule "G"           | Subcontracting Schedule               | NRS999                  |
| Schedule "H"           | Camp Standards                        | NRS776                  |
| Schedule "I"           | SAFE Certification Requirements       | NRS1315                 |
| Attachment 1           | Block List                            |                         |
| Attachment 2           | Block Maps and Opening Detail Reports |                         |
| Attachment 3           | LBIS Survey Report                    |                         |
| Attachment 4           | District Policy IDFdK4 and SBPSxc01   |                         |
| Attachment 5           | District Policy IDFdK3                |                         |
| Attachment 6           | Sample LBIS Survey Report             |                         |

### **Amending Documents**

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

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

## **ARTICLE 11 INSPECTION AND ACCEPTANCE**

### **Request for Inspection and Acceptance**

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

### **Inspection by the Province**

- 11.02 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly inspect and determine the acceptability of the Work performed in the Payment Area. Work shall be inspected in accordance with the Contract Documents. The Province is not obliged to make any determination of acceptability before receiving the written request.
- 11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.
- 11.04 The Province shall provide the Contractor with a copy of inspection results.
- 11.05 The Province reserves the right to inspect, at all times during the Term and without notice to the Contractor, any Work performed.
- 11.06 The Contractor shall pay the Province, on demand, all direct and indirect additional inspection costs incurred because Payment Areas were not fully completed by the time specified in the Contractor's request for inspection and acceptance.
- 11.07 Inspections are conducted by the Province in order to determine compliance with the provisions of this Agreement and to provide the basis for calculating the payment due. These inspections are conducted for the sole benefit of the Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.

### **Re-Inspection**

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

## **ARTICLE 12 MEASUREMENT AND PAYMENT**

### **Payment**

- 12.01 If the Contractor complies with this Agreement, the Province shall pay the Contractor for all Work at the rates [inclusive of taxes paid or payable by the Contractor to a supplier but exclusive of any applicable Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction and the Goods and Services Tax (GST)] and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.
- 12.02 Expenses, if payable, will be exclusive of GST or other applicable tax paid or payable to the extent the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- 12.03 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 (excluding taxes paid directly by the Contractor to a supplier and which were inclusive in the bid price) to be paid as a separate line item and expenses must be listed chronologically, be in reasonable detail and with dates of all expenses claimed with receipts or copies of receipts, where applicable, attached.
- 12.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 12.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

### **Payment Initiation**

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

### **Holdback**

- 12.07 The Province is not obliged to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment. The ten percent (10%) holdback shall be retained for forty (40) calendar days after the completion, or earlier termination, of all Work and interest is not payable on the amount held back by the Province.
- 12.08 The Province is authorized, but not obliged, to apply the holdback funds as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's and Subcontractor's unpaid workers, Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of, or for payment of any Assessment provided for in, this Agreement.

### **Payment for Part Performance**

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

### **Method of Measurement**

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

### **Remeasurements**

- 12.11 If the calculation of a payment depends upon the area completed, and if the Contractor believes the area used in calculating that payment is incorrect, the Contractor may request the Province remeasure the Payment Area. The request shall be delivered in writing to the Province, within three (3) Work Days of the Contractor receiving a copy of the payment calculation for the Payment Area in question.

- 12.12 If the Province's remeasurement indicates that the originally specified area was correct within five percent (5%), the original measurement will be used and the Contractor will pay for the cost of the remeasurement. If the difference between measurements exceeds five percent (5%), payment will be based on the second measurement without charge for the remeasurement.

**Appropriation**

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

**ARTICLE 13 NON-COMPLIANCE AND TERMINATION**

**Termination by the Province**

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

**Mutual Termination**

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

**Contract Performance Security**

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

**Non-Compliance with Agreement Provisions**

- 13.04 An "Event of Default" means any of the following:
- (a) failure to perform any of the Contractor's obligations under this Agreement, or
  - (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
    - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - (vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- 13.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:

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

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

- 13.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.
- 13.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.
- 13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.
- 13.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.
- 13.11 If the Contractor does not agree with the Province that there has been a failure to comply, the Contractor shall comply with any and all of the requirements imposed by the Province, but the Contractor shall have the right to seek compensation from the Province under Article 14, if there in fact was no failure to comply.

#### **ARTICLE 14 DISPUTE RESOLUTION**

- 14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:
  - (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) an evaluation by the Contractor of the matters in dispute.

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

## **ARTICLE 15 MISCELLANEOUS**

### **Confidentiality**

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

### **Contractor Status**

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

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

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

### **Notices**

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

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

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

#### **Non-Waiver**

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

#### **Contractor-Furnished Facilities**

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

#### **Unsuitable Workers**

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

#### **Survival of Terms**

- 15.11 All terms of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, survive the expiry or sooner termination of this Agreement subject to any applicable limitation period prescribed by law.

#### **Material and Intellectual Property**

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

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



- 15.15 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 15.15(a).

#### **Conflict of Interest**

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

#### **Site Clean Up**

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

#### **Camping and Parking**

- 15.20 Use of Provincial sites by the Contractor or the Contractor's employees or agents for the purposes of lodgings, camping or trailer parking in connection with Work under this Agreement, is permitted only with the prior written approval of:
- (a) on recreational sites, a representative of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Sites and Trails Branch;
  - (b) on other Provincial Crown forest land including roads and landings, the Ministry Representative appointed pursuant to Section 5.01 of this Agreement;

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

#### **Powers Cumulative**

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

#### **Agreement Execution**

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

#### **Non-transferable**

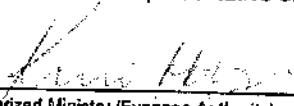

- 15.23 The Contractor must not assign any of its rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

#### **Representations and Warranties**

- 15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province:

- (a) all information, statements, documents and reports furnished or submitted by it to the Province 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
- (b) if the Contractor is not an individual:
  - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
  - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

15.25 The Parties hereto have duly executed this Agreement.

|  |  |
|--|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Contractor (or by an authorized signatory of the<br>Contractor if a corporation) |
|                         |    |
| (Authorized Ministry /Expense Authority)<br><b>Kerri Howse, R.P.F. Land and Resource Head</b>            | (Contractor or Authorized Signatory)<br><b>Harvey Dick</b>   |
| Dated this <u>1<sup>st</sup></u> day of <u>October</u> , 2019  | Dated this <u>2<sup>nd</sup></u> day of <u>October</u> , 2019  |

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

## Schedule A Silviculture Surveys

File: 10005-40/SU20DCC005

### Attachment to the Agreement with Decehn Ventures Limited Partnership, for FFT Silviculture Surveys – Trainee Direct Award

#### DEFINITIONS

1.01 In this Schedule, the following words shall have the following meanings:

- (a) **"Accredited Silvicultural Surveyor"** means a person who is registered with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Forest Practices Branch as an Accredited Silvicultural Surveyor.
- (b) **"Crew"** means one person, or two or more persons working with each other in the same Opening.
- (c) **"Crop Tree Standards"** means, in the absence of Stocking Standards, regional or district guidelines which define acceptable crop tree characteristics.
- (d) **"Deliverables"** means all field data forms, summary forms, reports, plans, assessments, maps or other forms and digital files which the Contractor is required to complete under this Agreement.
- (e) **"Forest Stewardship Plan"** means a plan as set out in the *Forest and Range Practices Act*.
- (f) **"Multi-Storey Stand"** means a stand being managed for single tree selection, where the crown closure of the trees in layer 1 and 2 is greater than or equal to 6% and where layers 3 and/or 4 are present.
- (g) **"Opening"** means a Work Area identified by an Opening number.
- (h) **"Project Map or Treatment Map"** means a map produced by the Contractor according to the specifications in this Agreement.
- (i) **"Prescription"** means, as the context requires, a silviculture prescription, pre-harvest silviculture prescription, stand management prescription, or backlog silviculture prescription, specifying Stocking Standards, signed and sealed by a Qualified Forest Professional and approved by a licensee and a district manager, or a site plan specifying approved Stocking Standards, signed and sealed by a Qualified Forest Professional.
- (j) **"Qualified Forest Professional"** means a person registered and in good standing with the Association of BC Forest Professionals (ABCFFP), having the required scope of practice, education, knowledge, expertise, and experience to practice the specific aspects of professional forestry set out in this Agreement.
- (k) **"RESULTS (Reporting Silviculture Updates and Land status Tracking System)"** means the application that tracks silviculture information by managing the submission of Openings, Disturbances, Silviculture activities and obligation declarations as set out in the Forest and Range Practices legislation.

- (l) **"Silviculture Survey Procedures Manual"** means the manual developed and produced by the Province as a reference for methodology, data collection, and compilation for silviculture surveys, as amended from time to time.
- (m) **"Silviculture Treatment Recommendation"** means a logical, biologically-sound, cost-effective recommendation, based on survey results and anticipated stand development, which specifies what if any, future Surveys and/or treatments are required for a Stratum, and which also specifies the year and season during which any such Survey and/or treatment should take place.
- (n) **"Stratification Criteria"** means the criteria set out in this Agreement, the *Silviculture Survey Procedures Manual*, and as specified by the Province.
- (o) **"Stocking Standards"** means the site-specific legal requirements that are stated in the approved Prescription, and any applicable standards to a silviculture Survey contained in an approved "Forest Development Plan" or "Forest Stewardship Plan".
- (p) **"Stratum"** means a Survey area for which the boundaries are determined by the Stratification Criteria specified in the Agreement for the type of Survey referenced.
- (q) **"Survey"** means, as the context requires, a stocking, plantability, free-growing, reconnaissance or visual survey as those surveys are set out in the *Silviculture Survey Procedures Manual* and includes the collection and analysis of field data, and provision to the Province of all forms, maps, reports and Silviculture Treatment Recommendations required by this Agreement.
- (r) **"Standards Unit"** means one or more parts of the cutblock for which part or parts there is only one of each of the following: soil disturbance limits, regeneration date, Stocking Standard, free-growing date, free-growing height for each species that contribute to establishing a free-growing stand on the cutblock.

1.02 If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

#### ARTICLE 1 KEY PERSONNEL

1.01 The following are Key Personnel who will fill the following roles:

| Role or Function   | Name of Person / Phone # / eMail Address | Qualifications - Professional / Technical Designation and/or Experience   |
|--------------------|--|---|
| Project Supervisor | TBD                                      | Successful management of a similarly sized and complex project*, Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years* |
| Senior Surveyor    | TBD                                      | Accredited Silviculture Surveyor*, minimum five (5) years completing silviculture surveys in the Province of British Columbia in the last six (6) years*  |
| Junior Surveyor    | TBD                                      | Accredited Silviculture Surveyor*, minimum two (2) years completing silviculture surveys in the Province of British Columbia in the last three (3) years*   |

| Role or Function  | Name of Person / Phone # / eMail Address | Qualifications - Professional / Technical Designation and/or Experience  |
|---|--|--|
| Qualified Forest Professional - sign & seal Survey reports and declarations (regeneration and free growing) | TBD                                      | Qualified Forest Professional, at least five (5) years in the past six (6) years completing silviculture survey reports in the Province of British Columbia* |

\* indicates minimum mandatory requirement

- 1.02 The Contractor shall ensure that:
  - (a) all personnel have familiarized themselves with those available silviculture treatment options that the Province considers feasible for the Work Area;
  - (b) each Crew engaged in the execution of the Work includes at least one Senior Surveyor;
  - (c) at least 75% of the silviculture surveyors are Accredited Silviculture Surveyors;
  - (d) **Visual Assessments surveys may only be completed by Senior Surveyor,**
  - (e) all Surveys are signed and sealed by a Qualified Forest Professional to confirm that the Work has been completed in accordance with the methodologies set out in the *Silviculture Survey Procedures Manual*, the standards set out in the Prescription, and conditions in this Agreement;
  - (f) All regeneration and/or free growing declarations are signed and sealed by a Qualified Forest Professional to confirm the Standard Unit(s) has achieved the prescribed requirements.
- 1.03 The Contractor will provide a sufficient number of persons with minimum mandatory professional or technical designation to fulfill the roles of Key Personnel to complete the obligations of this Agreement.
- 1.04 Addition, replacement, or exchange of Key Personnel listed above must be pre-approved by the Province. Notice of changes to Key Personnel must be provided to the Ministry Representative in writing, and, upon approval by the Province, shall form part of this Agreement.
- 1.05 In the event that Key Personnel require replacement, the Contractor will be provided with the opportunity to replace the individual(s) within a timeframe acceptable to the Province. This timeframe will be provided in writing.
- 1.06 The Ministry Representative(s) will be Brian Rosengren, R.P.F.
- 1.07 The Contractor Representative will be Hugh Flinton

## ARTICLE 2 INFORMATION AND MATERIALS FURNISHED BY THE PROVINCE

- 2.01 The Province shall make available to the Contractor, as required and where available, the following resources, material, or property (the "Property") at no cost to the Contractor for the duration of the Agreement:
  - Opening details report (from RESULTS) and associated amendment documents and maps applicable to the Work Area;
  - Digital files containing Stocking Standards for all blocks and Standards Units applicable to the Work Area;
  - Survey maps and/or overview location map(s) showing block location(s);
  - Sample report templates;
  - All other available information considered by the ministry Representative to be pertinent to the Work.
- 2.02 The Province retains ownership of the Property and hereby grants to the Contractor non-exclusive, non-transferable access to use the Property for the sole purpose of completing the Works required under this Agreement. The Contractor shall be solely responsible for any loss or damage to the Property and any

costs required to repair or replace the Property to the satisfaction of the Province, excepting always loss or damage attributable to reasonable wear and tear.

- 2.03 The Contractor shall, at its own expense, return the Property to the Province immediately following the completion or termination of this Agreement.

**Access**

- 2.04 The Province is not responsible for the quality or type of access to any Work Area within this Contract. The Province is not liable for any access costs incurred by the Contractor.

**ARTICLE 3 WORK PROGRESS PLAN AND MEETINGS**

**Work Progress Plan**

- 4.01 A Work Progress Plan shall be developed prior to the commencement of the Work, outlining the scope, timing, location and other requirements of the Work. The Work Progress Plan will provide for the orderly completion of the Work and may be replaced and/or revised as planning evolves and conditions and priorities change.
- 4.02 Where the Ministry Representative requests the Contractor submit, as part of the Work Progress Plan, a map detailing the Contractor's proposed Survey design for any Opening, the Contractor shall have two (2) Work Days within which to comply with such requests, and the field work may not commence on the specified Opening until the Ministry Representative gives written approval of the design.

**Scheduled Meetings**

- 4.03 A schedule for meetings between the Contractor and the Ministry Representative will be set out in the Work Progress Plan. Meetings may include topics such as work progress, production rates, quality of work, accomplishment of milestones, Deliverables due, issues discovered during field work, schedule for remaining work, and any other discussion items related to the effective and satisfactory completion of the Work.
- 4.04 The Contractor shall, at its own expense, attend all scheduled meetings. Failure of the Contractor to attend a scheduled meeting will be considered non-compliance with the Agreement.
- 4.05 Documentation of each meeting, including but not limited to meeting date, time, location, attendees, content of meeting, and outcomes of discussions will be kept by the Province. A copy of the documentation will be provided to each Party.

**ARTICLE 4 STANDARDS OF PERFORMANCE ALL SURVEYS**

**General**

- 5.01 Satisfactory completion of the Works will be measured against the standards set forth in the attached schedules and the completion dates for Work set forth in the Work Progress Plan.
- 5.02 Unless otherwise specified, the Contractor shall conduct Surveys, develop Silviculture Treatment Recommendations, and complete reports in accordance with and to the standards set out in the following documents, as amended from time to time;
- the approved Prescription for the Opening;
  - *Silviculture Survey Procedures Manual* – 2018, located at
  - [https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/silviculture\\_surveys\\_procedures\\_manual\\_2018.pdf](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-surveys/silviculture_surveys_procedures_manual_2018.pdf)
  - *Establishment to Free Growing Guidebook* - located at <http://www.for.gov.bc.ca/tasb/legsregs/fpc/FPCGUIDE/Guidetoc.htm>
  - FS 660 Silviculture Reference Card – located at <http://www.for.gov.bc.ca/hfp/silviculture/Surveys/FS660final2011.pdf>
  - LBIS Survey Report – As per Attachment 3, and located at <https://www.for.gov.bc.ca/hcp/fia/andbase/fft/standards/surveys.htm>

- Site Index by *Ecological Classification Estimates/ Approximations* located at <http://www.for.gov.bc.ca/hre/sibec/>
  - FFT stand establishment and treatment standards are located at <http://www.for.gov.bc.ca/hcp/fia/landbase/fft/stand-establishment.htm>
- 5.03 The Contractor represents and warrants that they are familiar with and understand the following documents, as amended from time to time. In relation to the Works required under this Agreement, relevant documents include, but are not limited to:
- *Forest and Range Practices Act* and corresponding Regulations;
  - *Forest Cover Stratification and Milestone Declaration V1.4*, August 14, 2007, located at [http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples\\_v1%204.pdf](http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples_v1%204.pdf)
  - Forest Practices Code guidebooks - located at <http://www.for.gov.bc.ca/tasb/legsregs/fpc/fpcguide/quidetoc.htm>;
  - *Silviculture Prescription Data Collection Field Handbook*, Land Management Handbook 47, 2000 – located at <http://www.for.gov.bc.ca/hfd/pubs/Docs/Lmh/Lmh47.htm>
- 5.04 Where the Contractor determines a Prescription is not suitable for an Opening, the Contractor shall provide recommendations for changes with rationale and map(s) where applicable to the Ministry Representative.
- 5.05 Contract schedules attached to the Operational and General Services contract may reference further documents not outlined above that are relevant to the performance of the Work under this Agreement.

#### **Identification of Strata**

- 5.06 Unless otherwise specified in this Schedule, the Contractor will stratify the Work Area(s) as set out in the Preliminary Stratification and Field Stratification sections of the *Silviculture Survey Procedures Manual*.
- 5.07 Minimum Stratum size will be as set out in the approved *Silviculture Procedures Manual*.

#### **Required Documentation**

- 5.08 Where the Province provides the Contractor with sample templates for Work submissions, the sample will be the minimum acceptable standard for the Deliverables produced by the Contractor.
- 5.09 Where the Contractor collects, summarizes, or represents Survey data or results using computerized means, the display, content and format of the information shall be in a form acceptable to the Province and its respective procedural requirements, and shall only be acceptable to the Province if the Ministry Representative has given prior written approval.

#### **Marking Lines and Plots**

- 5.10 To assist the Ministry Representative in locating the plot centres, the Contractor shall:
- (a) mark the Point of Commencement (P.O.C.) with flagging tape on which the Contractor shall write, in waterproof ink:
    - the P.O.C. number (as appropriate);
    - the date of Survey;
    - the licence, cutting permit, and block numbers, or Opening number;
    - the type of Survey conducted.
  - (b) mark the baseline (if established) and all strip lines with flagging tape on which the Contractor shall write the baseline and stripline number (as appropriate) in waterproof ink. Where handheld global positioning system (GPS) units are used to determine Universal Transverse Mercator (UTM) coordinates of plot centre locations, marking of baseline(s) and strip line(s) is not required.
  - (c) where plots are established, mark the plot centres by affixing flagging tape to the ground and at a height of approximately 1.3 meters above each plot centre, on which the Contractor shall write in waterproof ink:
    - the plot number and strip line (if applicable);
    - the surveyor's initials.



- (d) at established plots free growing trees will be marked with flagging.

**Damage and Condition (Forest Health) Assessment**

- 5.11 For each Stratum, the Contractor shall examine the general health status within the Stratum, and record:
- (a) the type of pest, disease, or damage present;
  - (b) the type of pest, disease, or damage; the severity of damage and the percent of total trees; percentage of total conifers and percent of the host trees affected including the percentage of the area of the Stratum affected;
  - (c) the type of pest, disease, or damage present by means of the "Standard Pest Identification Codes" specified on the "Damage Agent and Condition Code" reference form (FS 747);
  - (d) the pest, disease, or damage information in the appropriate column of the field data forms; and
  - (e) a summary of the pest, disease, and damage information in the Silviculture Treatment Recommendations and summary section of the FS659.

**Brush Hazard Assessment**

- 5.12 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the general status of the brush hazard within the Stratum, including:
- (a) the estimated percentage of brush cover;
  - (b) average brush height in centimetres;
  - (c) current brush severity using the following codes:
    - HIGH** – brush currently is, and will continue to:
      - significantly impact crop tree vigour, as evidenced by crop tree mortality, poor crop tree growth, and/or unacceptable crop tree form; or
      - prevent the Stratum from achieving the free-growing Stocking Standards and requirements.
    - MED** – brush is moderately impacting, or will increasingly affect:
      - crop tree vigour, as evidenced by decreasing crop tree growth, or decreasing crop tree to brush height ratio; or,
      - the Stratum's ability to achieve the free-growing Stocking Standards and requirements in the future;
    - LOW** – brush is having little impact on crop tree vigour, is not likely to cause future impacts and is unlikely to prevent the Stratum from achieving free-growing Stocking Standards and requirements.
    - NIL** no brush hazard present.
  - (d) current brush distribution:
    - CONTINUOUS** - brush covers large portions of the Stratum
    - PATCHY** – brush covers small patches within the Stratum
    - SCATTERED** – brush is randomly distributed in small clumps or individual plants
  - (e) the estimated incremental growth of competing vegetation, based on site productivity.

**Photography**

- 5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall provide to the Province at least one (1) colour digital photograph showing representative portions and overview of each Stratum of each Opening. Additionally, the Contractor shall provide to the Province at least one (1) colour digital photograph showing a representative well-spaced crop tree for each species for each Stratum of each Opening.
- 5.14 Notwithstanding other remedies available to it, where the Contractor fails to produce suitable photograph(s), the Province reserves the right to charge an assessment against payment equal to the estimated cost of obtaining such photograph(s).

#### **Forest Cover Inventory Label and Silviculture Label**

- 5.15 The Contractor shall, complete and submit a forest cover inventory label and silviculture label for each Stratum resulting from the Survey, as specified in the *Silviculture Survey Procedures Manual* and the *RESULTS Information Submission Specifications – Form and Manner of Reporting - Licensee Submissions (Edition 3a)* located at [http://www.for.gov.bc.ca/his/results/RISS\\_Is\\_3a\\_ed\\_Oct1.pdf](http://www.for.gov.bc.ca/his/results/RISS_Is_3a_ed_Oct1.pdf), via the approved information management system as directed by the Ministry Representative.

#### **Project and Treatment Maps**

- 5.16 The Contractor shall:
- (a) prepare a Project Map to the following specifications for each Opening surveyed (the maps provided in the contract may be used as a "base map");
  - (b) prepare a Treatment Map to the following specifications for each Opening surveyed where future treatments are recommended based on the Survey results;
  - (c) unless otherwise specified in this Schedule draft the Project and Treatment Maps at a scale of 1:10,000 on legal-sized paper;
  - (d) ensure Project and Treatment Maps detail the following:
    - (i) date of Survey;
    - (ii) Opening number;
    - (iii) licence, cutting permit, and block numbers;
    - (iv) scale;
    - (v) legend identifying line types and symbols used on the map;
    - (vi) Opening boundary;
    - (vii) roads and landings;
    - (viii) creeks and streams;
    - (ix) identification of each Stratum;
    - (x) identification of each Standards Unit ;
    - (xi) aerial photograph tie points (if applicable);
    - (xii) North arrow.
  - (e) ensure all Project and Treatment Maps submitted to the Province are originals, not photocopies;
  - (f) ensure that, in addition to the requirements as outlined in 5.16 (d) of this Schedule, Project Maps also detail the following:
    - (i) point of commencement (P.O.C);
    - (ii) Survey lines with numbers and direction travelled;
    - (iii) identification of each ecosystem site series;
    - (iv) Opening and Stratum areas;
    - (v) type of Survey;

#### **Allowable Errors in Measurement**

- 5.17 The Contractor shall record Survey information accurately within the following allowable errors:

| <u>Item</u>                         | <u>Allowable Error</u>           |
|-------------------------------------|----------------------------------|
| (a) P.O.C.                          | ± 10 metres                      |
| (b) All bearings                    | ± 2 degrees                      |
| (c) All plot centres and tie points | ± 2% of horizontal distance (HD) |
| (d) Plot radius                     | ± 1% of HD                       |
| (e) Closed traverse                 | ± 1% error of closure            |
| (f) Estimated tree heights:         |                                  |
| • under 2 metres                    | ± 10 centimetres                 |
| • 2 metres to 10 metres             | ± 10 %                           |

| <u>Item</u>  | <u>Allowable Error</u>   |
|--|--|
| • greater than 10 metres   | ± 20%  |
| (g) Measured tree heights  | ± 5%   |
| (h) Estimated tree diameters                                     | ± 20% (rounded to the nearest whole cm)                              |
| (i) Estimated stand age  | ± 20%  |
| (j) Site index   | ± 3 metres (for Growth Intercept Method)                             |
| (k) Stratum area in hectares                                     | ± 10%  |
| (l) Number of well-spaced trees, free growing trees              | ± 10%  |
| (m) Number of plantable spots, preparable spots                  | ± 10%  |
| (n) Number of total trees, total conifers, or countable conifers | ± 20%  |
| (o) Forest health factors  | ± 10% absolute difference of incidence (e.g. 2% vs 12% of incidence) |

#### **ARTICLE 5 STANDARDS OF PERFORMANCE FOR SAMPLE PLOT SURVEYS - STOCKING, FREE GROWING AND PLANTABILITY SURVEYS**

- 5.01 The following additional standards of performance shall apply where the Work requires the Contractor to conduct a sample plot Survey for stocking, free growing, or plantability.

##### **Objectives**

- 5.02 The objective of plot Surveys are:
- (a) to determine the stocking and/or free growing levels existing within each Opening;
  - (b) to determine the number of plantable spots that exist within each Opening;
  - (c) to quantify stocking, free growing, and/or plantability levels for each Stratum within the Opening to accepted statistical requirements;
  - (d) to identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;
  - (e) to delineate areas where further treatments may be necessary; and
  - (f) to recommend treatments necessary to maintain or achieve appropriate stocking and/or free growing levels.

##### **Sampling Specifications**

- 5.03 The Contractor shall establish circular sample plots which have a radius of 3.99 metres (0.005 hectares), unless otherwise specified in writing by the Ministry Representative.
- 5.04 The Contractor shall use either grid or vector sampling methods as set out in the *Silviculture Survey Procedures Manual* to establish sample plots throughout the Work Area.
- 5.05 For Surveys with even-aged Stocking Standards, the Contractor shall establish in each Stratum sample plots at a sampling intensity (minimum of 5 plots per Stratum) that will accurately represent each identified Stratum and will provide for statistical analysis to determine the stocking or free growing status in accordance with the methodology set out in the Statistics section of the *Silviculture Survey Procedures Manual*.
- 5.06 For Surveys with uneven-aged or multi-storey Stocking Standards, or for plantability Surveys, the Contractor shall establish the greater of one (1) plot per hectare or five (5) plots in each Stratum.

##### **Field Data Forms**

- 5.07 The Contractor shall record Survey information on the appropriate "Silviculture Survey" and "Silviculture Survey Plot" forms (FS657 and FS658). Where Survey data or results are summarized or represented using computerized or other electronic means, the display, content, and format of the information must substantially duplicate the corresponding Ministry forms (specifically the FS657, FS658, and FS659) and its respective procedural requirements, once approved by the Ministry Representative.

### **Crop Tree Acceptability Criteria**

- 5.08 All coniferous and deciduous trees will be tallied in the total tree count, including germinants. If initial tally exceeds 35 per 3.99 meter plot radius plot, this count can be an estimate. Total conifer count will be tallied for all conifers including germinants.
- 5.09 Trees of preferred and acceptable species are eligible for selection as well-spaced crop trees if they are greater than ten (10) centimetres in height.
- 5.10 Where the Stocking Standards do not indicate a minimum inter-tree distance, the Contractor will use a minimum inter-tree distance of two (2) meters.

### **Brush Hazard Assessment**

- 5.11 Where required, the Contractor shall examine each Stratum for any brush hazard which may be present and record the status of brush species within the Stratum:
- (a) for plots in each Stratum with a **HIGH** brush severity code, record on the field cards, the species, percent cover, and height of competing vegetation at each plot within that Stratum;
  - (b) for plots in each Stratum with a **MED, LOW, or NIL** brush severity code, record on the field cards, at the first and every fourth sample plot thereafter, the species, percent cover, and height of competing vegetation;
  - (c) a summary of the brush hazard assessment information in the Survey Summary section of the appropriate form (see 5.12 Brush Hazard Assessment for details).

### **Site Index Methodology**

- 5.12 Site Index must be collected using the decision key 'Selecting a Method to Estimate Site Index', set out in the FS660 Silviculture Survey Reference card, unless otherwise specified by the Ministry Representative. The Growth Intercept method must be used wherever it is suitable.

### **Plantability Data**

- 5.13 Unless otherwise specified in writing by the Ministry Representative, the Contractor shall record the number of plantable spots and preparable spots as described in the *Silviculture Survey Procedures Manual*.

### **Survey Summary Forms and Silviculture Treatment Recommendations**

- 5.14 The Contractor shall complete a "Silviculture Survey Summary" form (FS659), or computerized summary acceptable to the Ministry Representative, for each Stratum that summarizes all information recorded on the field survey forms and to specify Silviculture Treatment Recommendations for the Stratum.

### **Deliverables**

- 5.15 By the deadlines identified in the Work Progress Plan, the Contractor shall deliver to the Province all Deliverables set out in the Agreement.
- 5.16 The Contractor shall prepare, in accordance with the requirements set out in the Agreement, and provide to the Province for each Opening the following:

| <b>Stocking, Free Growing, and Plantability Survey<br/>List of Deliverables</b>   | <b># of<br/>Originals</b> | <b>Digital Deliverable<br/>Format</b> |
|---|---------------------------|---------------------------------------|
| 1. All original field data and summary forms  | 1                         | Paper copy                            |
| 2. Project Map  | 1                         | Paper copy                            |
| 3. Treatment Map where future treatments are recommended  | 1                         | Paper copy; .pdf                      |
| 4. LBIS Survey Report and declaration of free growing (if applicable), signed and sealed by Qualified Forest Professional | 1                         | Paper copy; .pdf                      |
| 5. Colour photographs for each Stratum (1 overview, 1 representative plot, 1 of each species)                             | 1                         | Paper copy; .pdf                      |

| <b>Stocking, Free Growing, and Plantability Survey<br/>List of Deliverables</b>   | <b># of<br/>Originals</b> | <b>Digital Deliverable<br/>Format</b> |
|---|---------------------------|---------------------------------------|
| 6. Recommendations for amendment to Prescriptions, as applicable, with rationale and map(s)   | 1                         | Paper copy                            |
| 7. PDF file combining all of the items above with a maximum file size of less than 1mb (multiple 1mb files per opening is acceptable) | 1                         | .pdf                                  |
| 8. Digital spatial information for strata and treatment areas where they differ from that currently found in RESULTS.                 | 1                         | .shp                                  |
| 9. The raw/unedited GPS data file may be requested by the contract administrator for one or more surveys                              | 1                         | .shp                                  |

## **ARTICLE 6 INSPECTION AND ACCEPTANCE**

In addition to Article 11 and Article 13 of the Operational Services Contract, the following is applicable.

### **Contractor Request for Inspection and Acceptance**

- 6.01 The Contractor shall provide to the Province, at the time the Contractor submits the request to the Province to inspect and accept the Work within a completed Payment Area, copies of the completed Deliverables as specified in this Agreement.

### **Method of Inspection**

- 6.02 If the Deliverables are satisfactory, the Province shall conduct a reconnaissance of the Payment Area to carry out a preliminary assessment of the quality of the Work.
- 6.03 If, after any reconnaissance, the Province decides, in its discretion, to conduct field inspections of the corresponding Payment Area, it shall inspect 10% or more of the Payment Area to determine compliance with the terms and conditions of this Agreement.
- 6.04 The Province will provide the Contractor with a copy of the inspection of the Deliverables and the preliminary assessment, and/or field inspection within fifteen (15) working days of the date of the inspection so that the Contractor is notified in a timely manner as to:
- (a) whether to proceed to the next activity or phase of Work; and/or
  - (b) any deficiencies or non-compliance with the Agreement.

### **Field Inspection**

- 6.05 The Province shall conduct field inspections for all Surveys by checking, at its discretion, the results of all plots and lines established by the Contractor on a portion of the Payment Area or by establishing an independent survey of some of the Strata within the Payment Area.
- 6.06 Where the Province checks the results of actual plots established by the Contractor in an Opening, it shall inspect the greater of ten (10) plots established or 10% of plots established, and the Province shall assess and compare the data it obtains with that collected by the Contractor for the same plots and, at a minimum, the following Survey results:
- (a) well-spaced trees by species;
  - (b) free-growing trees;
  - (c) plantable spots, preparable spots;
  - (d) total trees;
  - (e) brush hazard; and
  - (f) forest health factors.

In addition, the Province may assess other Survey information for allowable error tolerances listed in Clause 5.17 of this Schedule.

- 6.07 Where the Province conducts an independent survey, it shall survey 10% or more of the strata within the Payment Area, and for each Stratum sampled by this survey, the Province shall compare (at the 95%

confidence level) the Contractor's and the Province's estimates of the number of well-spaced trees and free-growing trees.

#### **Provision of Field Maps**

- 6.08 The Province may request that the Contractor provide it with copies of Survey cards and field maps for any Stratum surveyed, and the Contractor shall supply the copies within a reasonable time period as agreed to by the Ministry Representative.
- 6.09 For the purpose of this request, a field map shall include, Standards Unit boundaries, stratification lines, point of commencement, Survey lines and if applicable, plot location.

#### **ARTICLE 7 TABLE OF ASSESSMENTS**

- 10.01 As per the Operational Services Contract, where, in the opinion of the Province, the Contractor has failed to perform or comply with any of its obligations under this Agreement, but is subsequently completed, the Province may, in its sole discretion, impose an assessment as agreed liquidated damages as follows:

| <b>Obligation and Issue</b>   | <b>Assessment Rate</b> |
|---|------------------------|
| Failure to complete on or before the completion date specified in the Work Progress Plan for the Work.  | \$200 per day          |
| Failure to complete on or before the completion date specified in the Work Progress Plan for the Deliverables.  | \$200 per day          |
| Failure to complete on or before the completion date specified a Notice to the Contractor for any re-work.  | \$500 per day          |
| Failure to replace Key Personnel within required timeframe.   | \$200 per day          |
| Failure to attend a scheduled meeting.  | \$100 per meeting      |
| Failure to submit a Regen or Free Growing Survey at least fifteen (15) days prior to the regen delay or late free growing date for the Standards Unit being surveyed. | \$500.00 per opening   |
| Failure to submit a survey report within 15 days of the survey date.  | \$50.00 per opening    |
| Failure of a submitted Survey import file to upload.  | \$200 per file         |

#### **ARTICLE 8 PAYMENT**

##### **Basic Payment**

- 8.01 Payment for each Payment Area shall be based on the rates set out in Schedule 'B'.

##### **Payment Reductions**

- 8.02 The Province may deduct from any payment the amount of any charges it assesses against the Contractor pursuant to Article 10.00 of this Schedule.

##### **Approval of Payment**

- 8.03 The Province shall approve payment for any Payment Area where the Contractor has, in the sole opinion of the Province, satisfactorily completed and submitted all Deliverables and Silviculture Treatment Recommendations required for the Payment Area. The Province may approve partial payment for achievement of specified milestones as set out in the Work Progress Plan.

## ARTICLE 9 NON-COMPLIANCE AND TERMINATION

### Unsatisfactory Work Quality

- 9.01 For the purpose of Clause 12.02 of this Schedule, unsatisfactory work quality means instances where:
- (a) the Contractor makes errors in measurement that exceed the allowable errors specified in this Schedule;
  - (b) the Contractor fails to stratify an Opening according to the Stratification Criteria;
  - (c) the Contractor incorrectly identifies the biogeoclimatic zone, sub-zone, site series (ecosystem association) for a Stratum;
  - (d) the Contractor incorrectly identifies preferred or acceptable tree species as permitted under the Stocking Standards for the Stratum;
  - (e) the Contractor incorrectly identifies the order of the leading species and secondary species in the inventory label for a Stratum;
  - (f) the Contractor incorrectly identifies the stocking status for a Stratum [e.g., a satisfactorily restocked (SR) Stratum identified as not satisfactorily restocked (NSR)];
  - (i) the Province conducts an independent survey within a Stratum and determines that (at the 95% confidence level) the Contractor's and the Province's estimates of the number of well-spaced or free-growing trees are drawn from different populations;
  - (j) the Contractor fails to report a brush hazard that will, in the opinion of the Province, prevent the stand from attaining a free growing condition within the time specified in the standards;
  - (k) the Contractor fails to report any pest, pest damage, disease, disease damage or other physical damage which is present in the Opening; or,
  - (l) the Contractor submits Deliverables that are illegible, incomplete, contains errors or omissions, or that are false.
- 9.02 In addition to the remedies specified in the Operational Services Contract, if the Contractor's Work quality is unsatisfactory:
- (a) the Province shall promptly notify the Contractor, and
  - (b) the notice shall:
    - (i) specify the fault, give the Contractor a deadline for compliance, and specify if the Province wishes to exercise its option to require the Contractor to rework the unsatisfactory Payment Area; or,
    - (ii) specify the fault, indicate that the Province will exercise its option to correct the unsatisfactory work, and deduct from payment all direct and indirect costs incurred by the Province for correcting the unsatisfactory work.
- 9.03 If the Contractor fails to comply by the specified deadline for compliance, or if any inspection of further Work indicates that Work is again unsatisfactory, the Province may terminate this Agreement forthwith.

## **ARTICLE 2 SURVEY INTENSITY AND SAMPLING PROCEDURES**

- a. All surveys should be done as per the Silviculture Surveys Procedures Manual
- b. For all survey types, a minimum of five (5) Plots must be established per stratum.
- c. For each Unit, the Contractor must establish, as a minimum, the number of Plots required to meet the standards of the current Silviculture Surveys Procedures Manual. If the Contractor fails to establish the minimum number of plots as specified in Schedule B, full payment may not be issued to the Contractor. Where possible, the distance between all plots should remain the same, and plots should be evenly distributed across the stratum. Where highly variable stocking is observed, increased plot intensity as required to meet the survey standards will be left to the discretion of the surveyor.

| TYPE        | Survey Plot Intensity |                |                |         |
|-------------|-----------------------|----------------|----------------|---------|
| Hectares    | 0-40                  | 41-100         | 100 +          | Minimum |
| RG/Survival | 5 plots/strata        | 5 plots/strata | 5 plots/strata | 5       |
| FG          | 5 plots/strata        |                |                | 5       |

- d. Where the survey type has been identified in the Schedule B as a **Free Growing Survey**, the Contractor shall establish a minimum of five (5) representative plots per stratum, unless otherwise specified.
- e. Areas which are identified in a Prescription as **intermediate cuts**, and which have no regeneration objectives or obligations, must have five (5) Plots established to collect basic inventory and silviculture label information, including the basal area (m<sup>2</sup>/hectare) left after logging.

## **ARTICLE 3 RESERVE PATCHES AND TREED RETENTION (RESIDUALS AND RESERVES): SAMPLING AND REPORTING PROCEDURES**

- a. Must be consistent with RESULTS Information Submission Specifications: Licensee Submissions (Edition 3b) and RESULTS Information Submission Specification – gf - Edition 5 located at:  
<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/results-information-submission-specifications-government-funded-activities-edition-5-june-2018.pdf>
- b. **All surveys completed on stands with some kind of treed retention**, in the form of long term residuals (reserves for the entire rotational planning cycle) or short term residuals (available for subsequent harvest removals prior to the end of the rotational planning cycle) shall be surveyed in accordance with the Forest Practices Branch document entitled *Submitting Forest Cover to Results for Openings with Treed Retention*, as amended from time to time, and available online at the following location:  
<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/silviculture/silviculture-results/forest-cover-retention-submissions-may-5-2018-final.pdf>
- c. **Retention and Residuals** refer to trees remaining, either singly or in groups, after a bounded Net Area to be reforested (NAR) area has been subject to *stand disturbance*. The general term "*retention*" meaning trees retained in a cutblock is distinguished from the more specific term "*retention system*" which refers to a specific silvicultural system in BC with specific stand characteristics.  
  
These guidelines pertain to residuals with a diameter at breast height (DBH) of, or exceeding, 12.5 cm, unless otherwise stated in an official plan or prescription.
- d. **Long term residuals** retained for an entire rotational planning cycle are referred to as "**reserves**". Reserves are understood to be not available for harvesting until the next rotational cycle for the stand.
- e. **Short term residuals** intended to be retained (whether or not they are eventually harvested in another harvest entry) for a portion of a current rotational planning cycle, are referred to as



"residuals" or "retention" or other terminology that conveys standing trees. They are not referred to as "reserves".

#### **ARTICLE 4 MULTI-STORIED, LAYERED SURVEYS AND DEVIATION FROM POTENTIAL**

- a. The age of layer 1 and layer 2 trees must be determined with an increment bore. Sample trees shall be bored at 1.3 m above ground on the high side of the tree, and ages shall be corrected as per Appendix 7 of the *Silviculture Survey Procedures Manual*.
- b. Statistics are not required for multi-storey surveys.
- c. The Contractor shall not change to multi-storied stocking standards from the (**even-aged**) single layered standards which have been identified in the Prescription. Instead the Contractor shall collect survey data and submit a summary for the stratum as a **Layered survey**. (Please refer to the *Silviculture Survey Procedures Manual*.) If the opening is being managed as an even-aged but has multi-storied stocking standards in the prescription, the surveyor shall recommend an amendment to the standard to convert to even aged Standards and then survey to that standard.
- d. If the Contractor recommends a change to multi-storied stocking standards from the single layer standards which have been identified in the Prescription, the Contractor shall collect survey data and submit a summary for the stratum as both multi-storied and single-layered. If the statistical analysis for the single-layered data indicates that the mean of the well-spaced or free growing data is greater (>) than the MSS, but the LCL is less than (<) the MSS, then 1.5 plots/ha shall be completed to meet statistical requirements. This procedure allows FLNRO to determine the best management approach for the stand, and provides the statistical data to backup decisions and complete legal reporting obligations. Refer to Article 15 (b) for additional details about payment to be issued to the Contractor under these circumstances. Note that a Layered stand is not multi-storied unless it is intended to be managed as an uneven-aged stand in the future. A Layered stand should be surveyed using a Layered survey and not a multi-storied survey (see 9.2.2 in the Survey Manual).

#### **ARTICLE 5 MAXIMUM DENSITY, COUNTABLE CONIFERS, & COUNTABLE HEIGHTS**

- a. Countable heights used for determining countable conifers must be recorded at each plot and submitted with the plot data for all strata that exceed or approach the maximum allowable density.
- b. Where the number of countable conifers per hectare is well below the maximum allowable density, countable conifers do not need to be tallied. More specifically, countable conifer information will not be required where:
  - I. The total conifer density is less than (<) 20,000 stems per hectare and the maximum allowable density is 25,000 countable conifers per hectare;
  - II. The total conifer density is less than (<) 8,000 stems per hectare and the maximum allowable density is 10,000 countable conifers per hectare.
- c. When determining the median height of the well-spaced trees in the plot for the purpose of calculating the countable height, the Contractor shall only consider the tallest trees in the plot up to the M value. For example, if there are 8 total well-spaced stems in the plot and the M-value is six (6), the surveyor shall determine the median height by considering only the six (6) tallest well-spaced stems in the plot. In this example, the median height would be calculated by measuring the heights of the third and fourth tallest well-spaced trees in the plot, and then determining the average of these two numbers, to give the median height.

#### **ARTICLE 6 COMPETING VEGETATION**

- a. All layer 1 deciduous trees (described as trees  $\geq 12.5$  cm dbh. at time of harvest) will not be considered as competing vegetation when evaluating trees for free growing status (i.e. treat as "ghost" trees). If the Contractor encounters a Prescription where the stocking standards are contrary or inconsistent with this rule, the Contractor will utilize the above ghost tree rule and note in the survey report that the Prescription requires an amendment to consider these trees as non-deleterious.
- b. On some sites, scrub birch, alder, and willow may technically prevent free growing status, but are not truly impeding crop tree growth or performance. In these situations, the Contractor shall survey the stand two ways. First and foremost, the primary survey data must be tallied and summarized

assuming that these species are considered as competing vegetation. Secondly, the survey data should indicate the number of free growing stems that would be present if these brush species were considered non-deleterious.

- c. In all cases, the Contractor must utilize an approved free growing survey criteria that will maximize both of the following: (1) the number of free growing stems across the entire standards unit; and (2) the amount of area within the standards unit that could achieve free growing status without any further treatment.
- d. The Contractor must use the same survey methodology and criteria for assessing competing vegetation and free growing status for the entire Standards Unit. Surveyors cannot switch from one method to another from plot to plot, or from stratum to stratum, unless those strata happen to fall within different Standards Units in the Prescription.
- e. For each stratum, the Contractor must indicate on the survey report the free growing criteria that were utilized during the survey (ie. Prescription standards, FG Guidelines, Modified District Policy, etc.).
- f. If the Prescription does not specify a conifer-to-brush ratio, the Contractor shall assume a conifer-to-brush ratio of 100 percent (%).

#### **ARTICLE 7 WELL-SPACED AND FREE GROWING TREES**

- a. The Contractor must record the total number of well-spaced trees and the total number of free growing trees at each plot, including those trees beyond the M-value.
- b. Tree marking procedures:
  - i. All well-spaced and/or free growing trees are to be marked with ribbon or paint. Do not tie ribbon to leaders, or paint any leaders.
  - ii. When completing a regeneration or stocking assessment survey, only the well-spaced trees need to be marked in the field.
  - iii. When completing a free growing survey, only the free growing trees need to be marked in the field.

#### **ARTICLE 8 PLANTING DENSITY, PLANTABLE & PREPARABLE SPOTS, AND EXPECTED SURVIVAL RATES**

- a. The Contractor shall identify the Target Stocking Standard (TSS) specified in the Prescription and use the information provided in the table below to determine the target planting density and target inter-tree spacing to be used to assess plantable spots:

| Target Stocking from the Prescription   | Target Planting Density (sph) | Maximum # of Plantable Spots per 3.99 m radius plot | Target Inter-tree Spacing (m) |
|---|-------------------------------|---|-------------------------------|
| 1000  | 1400                          | 7   | 2.9                           |
| 1200  | 1600                          | 8   | 2.7                           |
| Where higher than normal mortality is anticipated due to cattle, brush, or other factors, use a target planting density of 1800 sph | 1800                          | 9   | 2.5                           |

- b. Plantable spots are to be assessed using the target inter-tree distance from the above table, and not the minimum inter-tree distance specified in the stocking standards of the Prescription. On occasion, a plantable spot can be assessed closer to the minimum inter-tree spacing to select a better microsite, but in these cases, the Contractor shall include a comment in the plot as rationale.

#### **ARTICLE 9 TREATMENT BOUNDARY LAYOUT**

- a. The boundaries of all **NSR** strata that require treatment are to be laid out in the field by the Contractor.
- b. FLNRO will provide this ribbon to the Contractor as required.

- c. Boundaries must be sufficiently marked to allow for easy identification during full leaf-out conditions. The maximum distance between pieces of ribbon is ten (10) meters.
- d. Ribbons shall not be tied to leaders of crop trees. All ribbons are to be tied using double-knots, and must be hung at least 1.3 m above ground where possible.

#### **ARTICLE 10 SURVIVAL SURVEYS**

- a. Survival surveys shall be completed in mid-summer, preferably after trees have flushed and put on their new growth for that year.
- b. Under this Agreement, survival surveys shall not be subject to the statistical requirements outlined in 8.1.1.5 of the *Silviculture Survey Procedures Manual*. However, where the survey results indicate a lower confidence limit (LCL) that is less than the minimum stocking standard (MSS) in the Prescription, the Contractor shall provide an explanation, describe any potential risks to future stocking levels, and make appropriate treatment recommendations with these survey results in mind.
- c. In addition to the information specified in Article 13 below, the survival summary report shall include an estimate of survival percentage for each species planted on the opening, as well as a description of their vigor, color, firmness, straightness, average leader growth, and average height.
- d. The survival summary report shall also include a summary of both the number of well-spaced naturals and the number of well-spaced planted trees per hectare.

#### **ARTICLE 11 REPORTS AND DELIVERABLES**

- a. One (1) original and one (1) photocopy of all survey reports must be submitted, and the contents of the survey report must contain, as a minimum, information equivalent with that provided in the sample survey reports attached in the appendices section of this Agreement.
1. Provide a written description of the current status of the stratum which would include but is not limited to the following:
    - a. Current stocking status and general performance of the stand.
      - i. Are the health and growth rates of the crop trees acceptable to achieve free growing status?
      - ii. What is the quality of germinates and their expectation for future ingress and development within the block?
    - b. Current observed stand limiting factors which may prevent the stand from maintaining stocking levels or achieving free growing status. i.e.: brush competition levels, forest health issues.
      - i. What is the Brush Hazard in the stated form of HIGH, MED, LOW, or NIL? Clearly describe why the brush severity code has been chosen and describe the species of brush.
      - ii. Clearly describe any forest health issues observed. Describe the pest, disease, or damage and the risk it poses and any treatment recommendations required.
    - c. What future treatments are required; include a description of where on the opening, when it should occur and types of treatment?
      - i. Is a treatment required to meet the regeneration date? or to assure a free growing stand is achieved within the prescribed free growing time frame? Include a primary and alternate recommendation.
      - ii. If a brushing treatment is recommended, there must be a statement included in the survey report detailing the brush species, percentage cover, average height, stems per hectare, and recommended brushing treatment type.
    - d. Provide the estimated time to meet FG standards.
  2. Have the Standards in the Silviculture Prescription, Site Plan or FSP been met? Are any amendments recommended? If so, provide a detailed rationale.
  3. For Survival Survey(s) the write up must provide a summary of well-spaced naturals and well-spaced planted trees per hectare.

4. For non-stocked burn piles make a note in the report as to their total area within the block and number of plantable spots as well as their locations on the map which may be hand drawn and approximate.
  5. Where the result of a survey would benefit from a Deviation from Potential survey the contractor must state this in their comments.
- b. Accurate and detailed access notes must be submitted, unless completing a free growing survey with no future recommended activities or access is accurate within 300 m of each road junction. If the Project Map that was provided to the Contractor at the pre-work already has correct access notes, the Contractor must indicate in the survey report that the access notes were confirmed, along with the appropriate date, and surveyor's name. Otherwise, the Contractor must provide updated access directions to each Unit from the intersection of Highways 97 & 20 in Williams Lake, and must reference mileage to corresponding landmarks (KM markers, major intersections, distinguishable features, etc.). The Contractor must provide comments on the current level of access (i.e.; 4wd, 2wd, ATV, Walk, access restrictions, etc.) for all roads required to access the Unit.
  - c. In the case of NSR strata, or strata for which planting is recommended as either a primary or alternate treatment recommendation, the Contractor will submit statistical analysis for plantable spots, as per the sample provided in the appendices of this Agreement.
  - d. Where handheld data loggers and survey software are used to collect plot data, a copy of the electronic or digital plot data shall be submitted on a CD or DVD to the Ministry upon completion of the contract, and will become the property of the Ministry.
  - e. In situations where overstory volume, merchantable blowdown, or beetle-infested timber is present, the species, location, and estimated volume present must be discussed in the report. The report must also include recommendations and possible management solutions, including whether or not the volume should be salvaged, left on site for coarse woody debris, or felled and burned.
  - f. Any observed Wildlife or Danger Trees, or debris piles that require burning, must be described in the survey report and their location noted on the map.
  - g. Mapping Deliverables:
    1. For each Unit, the Contractor shall submit a simple Project Map and Plot Map. The Plot Map can be a copy of the Project Map, and is used to identify strip lines and plot information.  
Prior to commencing work, FLNRO will provide the Contractor with a Planned Survey Project Map for each Unit on a hard copy (paper) and .pdf digital format. The Contractor may use this map for their Project Map and Plot Map, and plots and stratum boundaries may be hand-drawn on the map.
    2. The Contractor shall also submit a digital shapefile for each Unit, unless there are no new stratum boundaries identified during the survey, in which case the Contractor will not be required to submit a shapefile. The Contractor's digital shapefile shall include only the inside block information, including strata boundaries, non-productive areas such as roads or swamps, and Standards Unit boundaries.
    3. Where spatial data is not provided, or is incorrect for non-productive area(s) such as roads, the Contractor shall collect this data in the field, including location and width of roads, in order to create a polygon on the Project Map and Plot Map.
    4. For additional information concerning mapping and GIS requirements, please refer to the BCTS GIS Data Standards document attached in the Appendices. This document is also available on the Ministry FTP site located at:

[https://www.for.gov.bc.ca/ftp/TCC/external/publish/Data\\_Standards/ArcGIS/Silviculture/Standard/](https://www.for.gov.bc.ca/ftp/TCC/external/publish/Data_Standards/ArcGIS/Silviculture/Standard/)



Natural Resource Ministries

## Schedule D Insurance

File: 10005-40/SU20DCC005

Attachment to the Agreement with Dechen Ventures Limited Partnership, for FFT Silviculture Surveys –  
Trainee Direct Award

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.



## Schedule E Safety Conditions

File: 10005-40/SU20DCC005

### Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys – Trainee Direct Award

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

## Schedule F PRIME CONTRACTOR AGREEMENT

|  |   |
|--|---|
| CONTRACT FILE NO:<br>10005-40/SU20DCC005                                 | THIS AGREEMENT DATED FOR REFERENCE THE<br>17th DAY OF SEPTEMBER 2019. |
| PROJECT DESCRIPTION: FFT FREE SILVICULTURE SURVEYS –TRAINEE DIRECT AWARD |   |

**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

**CARIBOO-CHILCOTIN NATURAL RESOURCE DISTRICT**

200 – 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-394-4710.....FAX Number: 250-398-4836

Ministry Representative: Brian Rosengren

Email Address: [Brian.Rosengren@gov.bc.ca](mailto:Brian.Rosengren@gov.bc.ca)

(the "Province")

**AND:**

**DECHEN VENTURES LIMITED PARTNERSHIP**

PO Box 168  
Alexis Creek, British Columbia  
V0L 1A0

Phone Number: 250-394-4212.....FAX Number: 250-394-4275

E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton

Business Number: 777242090BC0001

WorkSafe BC and/or Personal Optional Protection Number:s.21

(the "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 \_\_\_\_\_ identified as Agreement Number **SU20DCC005** 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 **September 19, 2019 to February 28, 2020** 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;


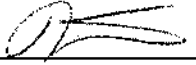
**Coordination and Compliance**

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.

|  |  |
|--|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Prime Contractor (or by an authorized signatory of<br>the Prime Contractor if a corporation) |
|                         |    |
| (Authorized Ministry Contract Officer/Expense Authority)   | (Prime Contractor or Authorized Signatory)   |
| <b>Kerri Howse, R.P.F., Land and Resource Head</b>   | <b>H. Fulton</b>   |
| Dated this <u>1<sup>st</sup></u> day of <u>October</u> , 2019  | Dated this <u>1</u> day of <u>OCT.</u> , 2019  |



Natural Resource Ministries

## SCHEDULE G SUBCONTRACTING SCHEDULE

File: 10005-40/SU20DCC005

### Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys – Trainee Direct Award

#### ARTICLE 1 GENERAL PROVISIONS

- 1.01 If the Contractor engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.02 The actions of any Subcontractor engaged to carry out any of the work shall be deemed to be the actions of the Contractor.
- 1.03 If the Contractor engages a Subcontractor to carry out any of the work, any provision in this Agreement requiring the Contractor to meet an obligation associated with the Subcontractor's work shall be deemed to mean the Contractor shall ensure the Subcontractor meets that obligation.
- 1.04 The Province may, for a reasonable cause, object to the use of an intended Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 1.05 The Contractor acknowledges and agrees that the Subcontractor or any of the Subcontractors' directors, officers or members is not an Associated Person of the Contractor as that term is referenced in the tendering documents and as defined in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- 1.06 Nothing in this Agreement will create any direct or indirect contractual relationship between the Province and any Subcontractor or impose any obligation or liability upon the Province to any Subcontractor.
- 1.07 The Contractor must ensure all approved Subcontractors obtain WorkSafe BC coverage and comply with all conditions of the *Workers Compensation Act* and regulations thereunder and where general Worksafe BC coverage is not obtainable, the Contractor will ensure all Subcontractors obtain Personal Optional Protection under the *Workers' compensation Act*, and upon request must provide us with proof of such compliance.
- 1.08 The Contractor shall ensure that all its Subcontractors performing work under this Agreement carry insurance in the form and limits as specified in the insurance schedule, and upon request must provide us with proof of such compliance.

#### ARTICLE 2 INSPECTION BY THE CONTRACTOR

- 2.01 The Contractor is not entitled to subcontract any obligations with respect to inspection to the Subcontractor whose work is being inspected. Any inspection must be done by the Contractor, or by a different Subcontractor approved by the Province.
- 2.02 The Contractor shall inspect the work performed and/or each area of payment or part thereof for the purposes of determining the quality of work.

- 2.03 The Contractor shall inspect the work in the following manner:  
as per the Schedule A and C of the contract.
- 2.04 The Contractor shall provide the Province with a written statement of the work quality achieved, supported by inspection data and a map of the work area and/or area of payment (or portions thereof). The Province may examine such portion or portions of the work performed and/or area of payment as it considers appropriate to verify the quality of the work.
- 2.05 If the Province determines the inspection carried out by the Contractor does not correctly indicate the quality of the work, the Province may require the Contractor to carry out additional inspection(s).

### **ARTICLE 3 APPROVED SUBCONTRACTORS**

- 3.01 The Contractor acknowledges and agrees that only the following are approved by the Province to be Subcontractors:
- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



Natural Resource Ministries

## SCHEDULE H Camp Standards

File: 10005-40/SU20DCC005

Attachment to the Agreement with Dechen Ventures Limited Partnership for FFT Silviculture Surveys  
– Trainee Direct Award

### ARTICLE 1 DEFINITIONS

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

- (a) **"Approved"** means approved in writing by a medical health officer or environmental health inspector.
- (b) **"Camp"** means land or premises on which there are cabins, tents, dwellings, bunkhouses, or other structures owned, established, operated, or maintained by the Contractor as living quarters for its agents, employees, subcontractors, or others, with or without charge in connection with the Agreement.
- (c) **"Contract Representative"** means the person who is assigned by the contracting agency (the Province; forest company – licensee; or Recipient) to administer the contract on that agency's behalf.
- (d) **"Food Premises"** means food premises in which food is processed, served, stored, or dispensed.
- (e) **"Potentially Hazardous Food"** any food or ingredient capable of supporting the growth of pathogenic organisms or the production of toxins.
- (f) **"Sanitize"** means to treat by a process that effectively destroys micro-organisms including pathogens. If any of the words in the Agreement are used in this Schedule, they have the same meaning in this document unless the context dictates otherwise.

### ARTICLE 2 COMPLIANCE WITH THE LAW

2.01 Notwithstanding the terms and conditions of the Agreement, the Contractor shall comply with all laws affecting the Work, including the *Public Health Act* and its *Food Premises Regulation*, *Health Act Communicable Disease Regulation*, *Sewerage System Regulation*, *Industrial Camps Health Regulation*; the *Water Act*; the *Drinking Water Protection Act* and its Regulations; and the *Tobacco Control Act* and its Regulations.

### ARTICLE 3 APPLICATION

3.01 This Schedule does not apply to camps occupied by less than 5 persons.

### ARTICLE 4 ACCOMMODATION REQUIREMENTS

4.01 The Contractor shall ensure that accommodation, which meets the minimum standards stated herein, is provided for their crew. If the Contractor's workers are to be housed in suitable off-site accommodation with safe, effective transportation to and from the worksite provided, an exception from providing a field camp as described may be obtained from the Contract Representative prior to the commencement of the Work.

### ARTICLE 5 INSPECTION

#### Right to Inspect

5.01 The Tobacco Enforcement Officer, Health Officer, WorkSafe BC Inspector, or Contract Representative may inspect a camp at any time or in the event of non-compliance with the Contract Documents, action may be taken against the Contractor either under this Agreement,



under the *Public Health Act* or under WorkSafe BC Regulations. Action may include financial penalties, camp closure, or contract termination as described below.

#### **Assessments**

- 5.02 As per the Agreement and the actions provided by the regulations listed in Article 2 of this Schedule, if, in the opinion of the Ministry Representative, an inspection indicates the Contractor has failed to comply with any standards specified in this Schedule, the Ministry Representative may, in its sole discretion, immediately impose upon the Contractor an assessment for re-inspection of two hundred and fifty dollars (\$250) each time the Ministry Representative is required to re-inspect for compliance. The Ministry Representative may repeat the assessment each time that a subsequent inspection indicates that the Contractor remains in non-compliance with the standards.

Tobacco Enforcement Officer and WorkSafe BC Inspectors may impose any assessments provided in their respective legislation.

#### **Termination**

- 5.03 Notwithstanding any other rights or remedies available to it, the Province may terminate this Agreement and claim the Performance Security if:
- (a) the Contractor does not provide a camp or obtain an exemption as stated in 4.01 above;
  - (b) the Contractor does not comply with a Notice to Comply;
  - (c) the camp is ordered "closed" by an official of the Ministry of Health or the Workers' Compensation Board or the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Compliance Branch or any other agency with statutory authority.

### **ARTICLE 6 STANDARDS**

- 6.01 To facilitate routine inspection by a Health Officer, WorkSafe BC, and the Ministry Representative, the Contractor must provide the location of all camps and contact information to the local Health Authority, WorkSafe BC, and the Ministry Representative 72 hours prior to establishment of each and every camp site. The appropriate Health Authority is to be contacted as indicated at [http://www.health.gov.bc.ca/protect/industrial\\_camps.html](http://www.health.gov.bc.ca/protect/industrial_camps.html) and WorkSafe BC contacted at [http://www.worksafebc.com/contact\\_us/default.asp](http://www.worksafebc.com/contact_us/default.asp).

#### **Supervision**

- 6.02 The Contractor shall
- (a) be responsible for supervision of the camp.
  - (b) cause a legible copy of these standards to be kept permanently posted in a prominent place in the camp.
  - (c) ensure that a "Silviculture Workers Fact Sheet" is posted in a visible location at each and every camp and that a copy is provided to each and every member of its workforce. The fact sheet is available from the Ministry of Jobs, Tourism and Skills Training, Employment Standards Branch and from the website location: [http://www.labour.gov.bc.ca/esb/factsheets/silviculture\\_workers.html](http://www.labour.gov.bc.ca/esb/factsheets/silviculture_workers.html).
  - (d) maintain the camp, its sanitary facilities, appliances and equipment in good repair and in clean, sanitary condition at all times.
  - (e) accurately inform all employees of camp conditions and personal equipment requirements and ensure that, prior to hiring, employees are adequately equipped, including sleeping gear, where required.
  - (f) ensure that any domestic animals permitted in camp are properly controlled and not permitted access to food storage, preparation, or serving areas or waste disposal facilities.

#### **Water Supply**

- 6.03 As per the *Drinking Water Protection Act*, the Contractor must obtain the approval of the Health Authority and, where provided, a Water System Operating Permit for all camp drinking water systems and the Contractor must comply with the conditions of the Water System Operating Permit.

- 6.04 As per the *Water Act* and its Regulations, the Contractor must obtain approval of the Ministry of Environment - Water Stewardship Division if it will be using or diverting water from stream beds including a lake, river, creek, spring, ravine, swamp or gulch.
- 6.05 In order to verify the safety of the drinking water system, the Contractor must provide bacteriological water samples at regular intervals and in a timely fashion from each camp location to the Health Authority as required by the Water System Operating Permit. Camps supplied with drinking water from sealed bottles purchased from a reputable grocery chain outlet or other suitable retail establishment will not be subject to water sampling.
- 6.06 An adequate supply of potable water shall be provided for drinking and food preparation purposes both at the camp and at the daily worksite.
- 6.07 Where the Health Region determines a permit is not required, the following minimum standard is to be followed in order to ensure that drinking water will be free of pathogenic (disease causing) organisms. Drinking water must be either:
  - (a) obtained from a water supply system in accordance with the *Drinking Water Protection Act*, or
  - (b) in exceptional circumstances, otherwise treated by a method which has been authorized in writing by the Health Officer. Any conditions of such an authorization will form an integral part of this contract; or
  - (c) boiled.
- 6.08 All containers used for transporting or storing drinking water shall be used for no other purpose and shall be securely closed, arranged so that water can only be drawn from a tap (no dipping).
- 6.09 All potable water containers including those for personal use shall be maintained clean and free from contamination.
- 6.10 Where a water supply unfit for drinking is used for other purposes there shall be:
  - (a) no physical connection with the drinking water supply; and
  - (b) warning signs placed on all outlets of the non-drinkable supply.

#### **Campsite**

- 6.11 The general campsite area and specific locations of all camp facilities shall be located so that good natural drainage is provided.
- 6.12 Drainage from the camp shall not contaminate any water supply.
- 6.13 The camp location and boundaries shall be approved by the Contract Representative in charge and be confined to the agreed-to area.

#### **Sleeping Accommodations Supplied by the Contractor**

- 6.14 Where the Contractor provides tents or other temporary membrane structures (the "Structures") for sleeping accommodations for the short-term camp, it must ensure the Structures:
  - (a) having an area in excess of 18 square meters are inspected by a fire official for approval;
  - (b) are not located within 6 meters of buildings, parked vehicles, internal combustion engines, or other tents or temporary membrane structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the Structures;
  - (c) are adequately braced and anchored to prevent weather-related collapse, including their appurtenances;
  - (d) are, including canopies, composed of flame-resistant material or shall be treated with a flame retardant in an approved manner;
  - (e) flammable-liquid-fuel equipment shall not be used in the Structures or canopies;
  - (f) flammable and combustible liquids shall be stored outside in an approved manner not less than 15 meters from the Structures or canopies;
  - (g) there is sufficient ventilation to prevent the accumulation of disagreeable odours and condensation;
  - (h) are enclosed and weatherproof and provide adequate artificial or natural lighting;
  - (i) floors are of a smooth, easily cleanable finish and kept clean;
  - (j) there is adequate floor space to prevent overcrowding

- (i) any two persons of opposite sex and not being persons living together as common-law or married are not required to sleep in the same room;
  - (ii) an unobstructed clearance of at least 0.6 m between beds, and 1.0 m between each bed and the ceiling;
  - (k) individual dry storage space for personal possessions and clothing for each employee;
  - (l) no room used for sleeping accommodation is used for drying clothes;
  - (m) a moisture barrier (ground sheet) must be used where the bedding is not elevated 30 cm or more above the ground;
  - (n) mattresses and pillows that are supplied at a camp must be encapsulated by a water proof barrier to ensure they remain in a sanitary condition.
  - (o) all mattresses, sheets, pillows, pillow cases, blankets and bed covers are kept in a clean and sanitary condition and laundered to keep them sanitary and before each new user.
- 6.15 Bunkhouses or dwelling houses used for sleeping accommodations must also comply with the Industrial Camps Health Regulation.

#### **Communicable Diseases**

- 6.16 As provided by B.C. Reg. 4/83 of Schedule 'A' of the *Public Health Act*, Communicable Disease Regulation, where a person knows or suspects that an animal or another person is suffering from or has died from a communicable disease, he/she shall, without delay, make a report to the Medical Health Officer. A copy of the report shall be forwarded to the Director, Occupational Health Department, and Workers' Compensation Board.

#### **Kitchen and Meals**

- 6.17 As per the Food Premises Regulation, the Contractor must obtain the approval of the Health Authority and an operating permit for all Food Premises and the Contractor must comply with all conditions of the operating permit.
- 6.18 The Contractor shall ensure:
- (a) A kitchen or food preparation area shall be provided for that exclusive use and shall be separate from any other room. This room must be constructed so as to deter the entry of insects and vermin. Walls shall be smooth, durable, non-absorbent and maintained in a clean condition. Kitchens shall be supplied with smooth durable, non-absorbent, easily cleanable floors.
  - (b) A balanced diet of sufficient quantity shall be provided for the workers by the Contractor.
  - (c) Hand basins with hot and cold water, soap and disposable towels shall be provided in a location convenient to the kitchen area for the use of food handlers.
  - (d) Eating or drinking utensils shall be thoroughly cleaned and sanitized after each consecutive use. Personal water bottles, supplied by the Contractor, shall be cleaned daily.
  - (e) Food preparation and dining surfaces shall be finished with a smooth, durable, non-absorbent surface and shall be kept clean and sanitized.
  - (f) Utensils shall be scraped, washed clean and sanitized after each usage as follows:
    - i) first sink - wash in warm water (43°C/110°F) with detergent;
    - ii) second sink - rinse in clear warm water (43°C/110°F);
    - iii) third sink - sanitize by immersion in warm clean water containing 100-ppm chlorine (1 tablespoon of unscented bleach per gallon of water);
    - iv) air dry on clean non-absorbent surface.

#### **Dining Room**

- 6.19 A dining room of sufficient size to effectively accommodate the serving and eating of meals shall be provided. This room shall be separated from the kitchen and kept in a clean and sanitary condition.
- 6.20 The dining area shall be dry, heated, and constructed so as to deter the entry of insects and vermin. If connected to the kitchen area, dining rooms shall be supplied with smooth, durable, non-absorbent, easily cleanable floors.

### **Food Handlers**

6.21 The Contractor shall ensure:

- (a) No person who is a carrier of, or suffering from, a communicable disease shall perform food handling duties.
- (b) Food handlers shall wash their hands thoroughly, frequently, and always after using the toilet. They shall wear clean clothes, keep hair in place and keep fingernails short and clean.
- (c) All food handlers shall have a valid FOODSAFE certificate indicating their completion of a basic food handler's course recognized by the Ministry of Health.

### **Food**

6.22 The Contractor shall ensure:

- (a) All food supplies shall be from a commercial source and protected from contamination at all times. Special care shall be taken to ensure that hazardous foods, which will not be cooked before eating, are not exposed to contamination from unwashed hands or dirty equipment.
- (b) Ice shall be of drinking water quality.
- (c) Hazardous foods shall be maintained at a temperature below 4.0°C/40°F or above 60°C/140°F at all times. Refrigeration and hot holding temperatures must be monitored and logged at least daily while the camp is operating.
- (d) Refrigeration equipment with sufficient space to store all hazardous foods kept at the camp, shall be provided. Each unit shall contain a thermometer to monitor its operability.
- (e) All food supplies shall be stored off the floor and protected from dirt and contaminants.

### **Food Equipment**

- 6.23 Containers for food storage shall be easily cleaned, durable, non-absorbent, non-toxic, non-corrosive and designed to be tightly closed. Such containers shall be used whenever stored food is at risk from water, insects, vermin, or other sources of contamination.
- 6.24 All food service equipment and utensils shall be of food service quality and free from breaks, corrosion, cracks, open seams and chips and shall be kept clean and sanitized.
- 6.25 When not in use utensils, dishes and kitchenware shall be stored in a cupboard to protect from insects, dirt and contamination. Other items shall be stored off the floor and protected from dirt and contaminants. All kitchen or dining room structures must be constructed so as to be easily cleaned and sanitized.

### **Food Safety Management**

- 6.26 The Contractor must establish a written Food Safety Management Plan and a Sanitation Plan that ensures a health hazard does not occur in the handling of food and the sanitization of the Food Premises. The Plans must be submitted by the Contractor to the Health Authority for its review.

### **Sanitary Facilities**

- 6.27 The Contractor shall provide enclosed, hot water showers, which are screened from view to ensure that employees can conveniently maintain personal hygiene. Each shower shall have an adjacent dressing area. Construction shall include smooth, easily cleanable floors and walls.
- 6.28 Flush toilets shall not be installed unless connected to a public sewage system or an onsite sewage disposal system that has been constructed in compliance with the *Public Health Act Sewerage System Regulation*.
- 6.29 Toilets (privy's) shall be conveniently located and constructed and maintained so that:
  - (a) flies, insects, rodents or other animals are deterred from gaining access to the waste materials in the pit;
  - (b) surface or ground water cannot enter the pit;
  - (c) waste material does not contaminate a water supply;
  - (d) the enclosure is vented;
  - (e) they are located a minimum of 30 metres from any lake or stream and 10 metres from food service areas of the camp;
  - (f) they are enclosed and provide privacy.
- 6.30 Wash basins with an adequate supply of clean water shall be provided for hand washing purposes in the numbers specified in the table below.
- 6.31 The facilities described in 6.27, 6.29 and 6.30 above must not be less than the number as per the following table.

| Summary Table For Camp Standards   |                        |                        |                           |
|--|------------------------|------------------------|---------------------------|
| No. of Persons in Camp for Whom Accommodations is Available at Camp (from/up to and including) | Minimum No. of Privies | Minimum No. of Showers | Minimum No of Wash Basins |
| 1 - 7  | 1                      | 1                      | 1                         |
| 8 - 15   | 2                      | 1                      | 3                         |
| 16 - 30  | 3                      | 2                      | 6                         |
| 31 - 45  | 4                      | 3                      | 9                         |
| 46 - 60  | 5                      | 4                      | 12                        |
| 61 - 75  | 6                      | 5                      | 15                        |
| 76 - 100   | 7                      | 6                      | 20                        |

for each group of 6 persons in addition to 100, add 1 wash basin

for each group of 20 persons in addition to 100 add 1 privy and shower

- 6.32 Privy pits no longer in use shall be filled with soil and marked with a durable sign to warn future visitors to the site of the contaminated area.
- 6.33 Sanitary facilities must be maintained in a clean and sanitary condition.
- Garbage and Sewage**
- 6.34 All sewage generated including but not limited to privy, shower, and kitchen facilities must be disposed of in a manner approved by the Health Authority. Permits may be required depending on the camp's facilities and location and the Contractor must comply with any permits issued.
- 6.35 Any approved infiltration pits shall not be less than 30 metres from any lake or stream and shall not be permitted to overflow or accumulate onto the soil surface:
- (a) sewage and waste water from kitchen or food service areas shall be disposed of in a closed infiltration pit with a closed delivery system that is sealed to the access of flies and vermin (i.e. open ditches are not permissible).
  - (b) waste water from bathing or washing shall also be disposed of in a covered infiltration pit.
- 6.36 Garbage shall be stored in wildlife and insect proof containers conveniently located and in sufficient numbers.
- 6.37 Garbage shall be hauled to a waste management site every day where there is a bear problem; under all circumstances, no longer than 3 days.
- Dry Room**
- 6.38 A heated dry room for the exclusive purpose of drying clothes shall be provided separate from the food preparation and serving areas.



Natural Resource Ministries

## Schedule I SAFE Certification Requirements

File: 10005-40/SU20DCC005

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

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

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



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

## Consulting and General Services Contract

CONTRACT /FILE NO:  
10005-40/IM20RDC003

THIS AGREEMENT DATED FOR REFERENCE THE  
15th DAY OF MAY, 2019.

PROJECT DESCRIPTION: Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities- 2017 Hanceville Wildfire (C50647).

**BETWEEN:**

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

MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL  
DEVELOPMENT - CARIBOO REGION  
200 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-398-4426.....Fax Number: 250-398-4836  
Ministry Representative: Kyle Miller  
E-mail Address: [Kyle.Miller@gov.bc.ca](mailto:Kyle.Miller@gov.bc.ca)

(the "Province", "we", "us", or "our" as applicable)

**AND:**

Dechen Ventures Limited Partnership  
PO Box 168  
Alexis Creek, BC  
V0L 1A0

Phone Number: (250) 394-4212.....FAX Number: N/A  
E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton  
Business Number: LP0685103  
WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "Contractor", "you", or "your" as applicable)

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

The Province and the Contractor agree as follows:

### ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

- (b) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
  - (c) **"Material"** means the Produced Material and the Received Material;
  - (d) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
  - (e) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
  - (f) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
  - (g) **"Services"** means the services described in Schedule A;
  - (h) **"Subcontractor"** means a person described in Section 16.05;
  - (i) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
  - (j) **"Unit of Measure"** has the meaning described in Schedule B.
- 1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

## ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

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

| Schedule     | Title   |
|--------------|---|
| Schedule 'A' | Services  |
| Schedule 'B' | Contract Payment  |
| Schedule 'C' | Insurance   |
| Schedule 'D' | Safety Conditions   |
| Schedule 'E' | Safe Certification Requirements   |
| Schedule 'F' | Assignment of Copyright   |
| Schedule 'G' | Privacy Protection  |
| Schedule 'H' | Prime Contractor Agreement  |
| Appendix 1   | Standard Operating Guidelines for Rehabilitation and Recovery Following Wildfire                  |
| Appendix 2   | BC Wildfire Service Rehabilitation and Recovery Definitions                                       |
| Appendix 3   | BC Wildfire Service Interim Guideline for Rehabilitation and Recovery Data Collection and Mapping |
| Appendix 4   | Ribboning and Data Collection Standards   |
| Appendix 5   | Wildfire Rehabilitation Plan  |
| Appendix 6   | Working on Active Wildfire Sites  |
| Appendix 7   | Timber Tracks   |

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

## ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including May 15th, 2019 to and including March 15th, 2020 inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.



#### ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.04 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.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

#### ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
  - (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 5.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.06 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.
- 5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.
- 5.08 You must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

#### ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
    - (i) all information, statements, documents and reports furnished or submitted by you to us 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,
    - (ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
    - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
  - (b) if the Contractor is not an individual:
    - (i) you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, you, and
    - (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
- (a) as required to perform your obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

#### ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
- (a) in Received Material that you receive from us, and
  - (b) in Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.



- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under Section 8.04 (a).

#### ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

#### ARTICLE 10 AUDIT

- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

#### ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any 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.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, 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;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

#### ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or

lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.

- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.
- 12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

#### ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or
  - (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
    - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
    - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
    - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of your property, or
    - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.
- 13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:
- (a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to us at law or in equity; or
  - (c) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.02(a).
- 13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.
- 13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

#### ARTICLE 14 TERMINATION

- 14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.
- 14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:
- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and

- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.
- 14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

#### ARTICLE 15 DISPUTE RESOLUTION

- 15.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.
- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

#### ARTICLE 16 GENERAL

- 16.01 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 specified 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.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 16.10 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
  - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

#### ARTICLE 17 INTERPRETATION



- 17.01 In this Agreement:
- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
  - (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
  - (c) "includes" and "including" are not intended to be limiting;
  - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
  - (e) "attached" means attached to this Agreement when used in relation to a schedule;
  - (f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

#### ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this 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) |
|               |   |
| (Authorized Ministry Expense Authority)  | (Contractor or Authorized Signatory)  |
| Lindsey Wood   | Hunter Fenton Decker VETTING  |
| (PRINTED NAME of Ministry Expense Authority)   | (PRINTED NAME of Contractor)  |
| Dated this 22 day of August, 2019  | Dated this 24 day of July, 2019   |



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

## Schedule A Services

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans— Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 1. LOCATION OF WORK

- 1.01 The project sites consist of the 2017 Hanceville Wildfire (C50647). Contractors should adhere to the following map for work locations within the project area: "*HancevilleWorkingGroup*" on the ftp site.
- 1.02 Project sites may contain areas of Provincial, and Federal lands with varying statuses such as Provincial Parks, Indian Reserves, Harvesting Tenures, etc. with an approved rehabilitation plan.
- 1.03 Access to, from and on the project sites may be restricted by terrain, stream crossings, windfall or other barriers; therefore the use of an all-terrain vehicle may be required.
- 1.04 Fire Suppression Activities may be active and could impede project works, scheduling, and access.
- 1.05 All maps and spatial data is available via the ftp site:  
[ftp://ftp.for.gov.bc.ca/DCC/external/tpublish/Hanceville\\_Rehab/](ftp://ftp.for.gov.bc.ca/DCC/external/tpublish/Hanceville_Rehab/)
- 1.06 Private lands will not be included unless agreed upon with the Ministry Representative.

### 2. SCOPE OF WORK

- 2.01 Review Fire Suppression Rehabilitation Plans for disturbances/damage created by wildfire suppression activity specific to C50647 Hanceville Wildfire.
- 2.02 Implementation of prescribed works (ex. Equipment supervision) and Professional Sign off of Wildfire Suppression Rehabilitation Plans.
- 2.03 Occurrence and assignment of works will be determined by the "*HancevilleWorkingGroup*" map and the work progress plan.
- 2.04 The contractor must commence work in the time lines specified in Section 4 of this Schedule.
- 2.05 The Ministry Representative will provide all existing data collected to date to assist in the project office preparation.
- 2.06 All field work must be conducted in snow-free conditions unless approved by the Ministry Representative.
- 2.07 Aerial reconnaissance opportunities for planning prescription works may be available upon request. Any use of aviation resources will be arranged by the Ministry.



## SCHEDULE A

### SERVICES (Continued)

- 2.08 For the purpose of this contract, the Marshalling point will be Williams Lake, British Columbia and Anahim Lake IR #1, British Columbia.

### **3. THE SERVICES**

- 3.01 The Contractor shall provide the following Services for **Wildfire Suppression Rehabilitation Prescriptions**:
- (a) Provide the required amount of qualified Key Personnel to deliver the requirements of this contract.
  - (b) Provide Geographic Information System (GIS) Services and administrative support for the completion all deliverables.
  - (c) Complete an office review utilizing all information provided by the Ministry representative to ensure all pertinent information is consider and collected prior to planning field work.
  - (d) Where initial project information such as spatial operations data from British Columbia Wildfire Service is incomplete, the Contractor may have to conduct a ground and/or air reconnaissance inspection to ensure all disturbances from fire suppression activities are correctly recorded (ex. fire guards).
  - (e) Collect field data and complete field marking in accordance with the standards referred to in this Contract and/or provided in the Contract Appendices.
  - (f) Provide photographs of all problem sites and damaged Crown or private infrastructure (i.e. Bridges, culverts, fences, cattle guards, driveways, utilities, etc.). Follow the specified Photo Naming Convention as per page 4 of Appendix 3.
  - (g) For all streams impacted by Wildfire Suppression Activities provide:
    - i) A minimum of 5 photographs. - One pictures upstream, one picture downstream, one of the left bank, one of the right bank and one of the actual crossings. (Follow the specified Photo Naming Convention as per page 4, Appendix 3).
    - ii) Treatment recommendation to address impact.
    - iii) Identify critical works.
    - iv) Clearly describe water flow. (i.e. is water flowing freely or blocked completely).
    - v) Note visible fish absence, presence, or visible downstream obstruction at time of visit.
  - (h) Assess each unit for potential hazards to workers/equipment that will be onsite conducting rehabilitation works. Record the locations by either a waypoint or linear spatial reference and record the nature of the hazard (i.e. predatory wildlife, den sites, danger trees, damaged stream crossing structures, etc.)
  - (i) Produce Fire Suppression Rehabilitation Plans or amendments/additions to existing plans as required under the BC Wildfire Branch Rehabilitation Standard Operating Guidelines (Appendix 1 and Appendix 5).
  - (j) Provide digital photograph files named by waypoint/feature on prescription table and map.

SCHEDULE A  
SERVICES (Continued)

- (k) Ensure all field notes, photographs, etc. are factual, professional and labelled correctly.
- (l) Provide the Ministry Representative with progress update via electronic mail on weekly basis or at a mutually agreed upon interval.
- (m) Request clarification from the Ministry Representative where the contractor identifies contract discrepancies.

3.02 The Contractor shall provide the following Services for **Wildfire Suppression Rehabilitation Prescription Implementation**:

- (a) Provide the required amount of qualified Key Personnel to deliver the requirements of this contract.
- (b) Provide Geographic Information System (GIS) Services and administrative support for the completion all deliverables.
- (c) Complete an office review utilizing all information provided by the Ministry representative to ensure all pertinent information is consider and collected prior to planning field work.
- (d) Where initial project information such as spatial operations data from British Columbia Wildfire Service is incomplete, the Contractor may have to conduct a ground and/or air reconnaissance inspection to ensure all disturbances from fire suppression activities are correctly recorded (ex. fire guards).
- (e) Collect field data and complete field marking in accordance with the standards referred to in this Contract and/or provided in the Contract Appendices.
- (f) Implement signed Wildfire Suppression Rehabilitation Plans as required. All plans are available via: [http://ftp.for.gov.bc.ca/DCC/external/publish/Hanceville\\_Rehab/](http://ftp.for.gov.bc.ca/DCC/external/publish/Hanceville_Rehab/).
  - i. The contractor must complete a pre-work meeting with the Ministry Representative resulting in a mutually agreed upon work progress plan.
  - ii. The contractor must conduct a pre-work meeting with equipment operators prior to the commencement of work in regards to safety and the approved Wildfire Suppression Rehabilitation Plan. Notes from the pre-work must be submitted to the Ministry Representative upon completion of the meeting.
  - iii. The contractor must keep accurate notes detailing work completed, and working hours of equipment and personnel in ½ hour increments.
  - iv. The contractor must provide all documentation to the Ministry Representative upon completion of works or as requested.
  - v. The contractor will work in accordance with the Heritage Conservation Act and adhere to site-specific management restrictions when working within or near a recorded archaeological site, as identified by the Archaeological Overview Assessment, or standard field ribboning for new Archaeological sites (Blue/White Candy striped and No Work Zone Ribbon) located in the field. Restrictions may include the use of low-impact methods and/or archaeological monitoring. In the event that unrecorded archaeological sites are uncovered, stop work and report to the contract manager immediately. Archaeological monitoring will be requested through an identified Ministry Representative and/or contracted Archaeologist for Wildfire Rehabilitation.

## SCHEDULE A

### SERVICES (Continued)

- (g) Record all work completed or changes/amendments/additions to existing plans and submit spatial data in accordance to specifications Section 10.05.
- (h) Implementation of a signed Wildfire Suppression Rehabilitation Plan will not proceed where salvage harvesting or industrial activities have further degraded the site. Salvage harvesters or industrial users are responsible for rehabilitation of fire guards utilized for those activities. **Instances where salvage harvesting or industrial activities result in changes to an existing Rehabilitation Plan must be accurately documented and communicated as soon as possible to the Ministry Representative.**
- (i) Areas where rehabilitation has already occurred must be documented, accurately mapped, and submitted.
- (j) Contractors will be held accountable to ensure effective and efficient use of resources. Failure to meet historic averages for rate of work or utilize resources effectively (ie. Standby) may result in a stop work notice being issued.

#### **4. Works Assignments**

4.01 All work will be assigned by the Ministry Representative in the following manner:

- (a) Work will be assigned on the Hanceville Wildfire C50647 as per the "*HancevilleWorkingGroup*" map.
- (b) The works will be reviewed in the field by the "Key Personnel" and the Ministry Representative, as required.
- (c) The "Key Personnel" must immediately report to the Ministry Representative any problems or difficulties that may adversely affect the project process and/or project budget.
- (d) The "Key Personnel" will maintain communication with the Ministry Representative regarding any operational change or concern which becomes evident during the course of operations.

Failure to commit to a work assignment within the time frames indicated will be regarded as an "Assignment Refusal". A valid justification for a refusal will be safety related or availability of operators and/or equipment and must be accepted by the Ministry Representative.

Where an invalid refusal occurs or a valid refusal occurs more than twice, the Province may, in its sole discretion, impose an assessment rate as agreed liquidated damages. The assessment rate imposed will be \$1,000.00 per "Assignment Refusal".

Continuous refusals can result in further corrective action.

#### **5. CONTRACT STANDARDS OF CONDUCT**

5.01 The Contractor shall:

- (a) Document (detailed notes and photographs) any concerns from private land owners, and provide the land owner with the Manager of Wildfire Risk contact e-mail [BCWSClaims2019@gov.bc.ca](mailto:BCWSClaims2019@gov.bc.ca) for further information;
- (b) **Only authorized Ministry personnel are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media.** If the Ministry becomes aware of a Contracted resource posting information and/or pictures about fire suppression activities or rehabilitation works to social media obtained while working for the Province, a Notice to Comply and/or Stop Work Order may be issued.

## SCHEDULE A

### SERVICES (Continued)

- (c) Document, where a private land owner may be hostile toward personnel, and report to the Ministry Representative within 24-hours. (If there is a threat made against personnel, withdraw to a safe location and contact the RCMP as soon as possible)

#### **WILDFIRE CONTROL AREA WORKER SAFETY**

The Province is identified as the "Prime Contractor" for active Wildfire work sites. While at the work site, Contractor personnel must be briefed on safety issues of the work site and follow all safety rules for the site. The Contractor and contractor personnel must all follow the *Quesnel Natural Resource District guide to working on an active Wildfire site* attached as Appendix 6.

If no active wildfire suppression work is being conducted on the fire, the contractor may assume responsibilities of prime contractor as per direction from Ministry Representative.

#### **6. VEHICLE OPERATION/SAFE ROAD USE**

- 6.01 Permission may be required by the Ministry to access and/or work in any areas under restrictions (i.e. backcountry or Off-Road Vehicle restriction). Proof of Permission must be carried by the Contractor at all times.
- 6.02 The Contractor shall ensure the use of any Off-Road Vehicles (ORV) on Crown Land, Forest Service Roads or crossing a public road is consistent with the new terms of the Off-Road Vehicle Act while conducting works under this contract.
- 6.03 The Contractor shall ensure that field data collection and implementation in no way interferes with fire control operations or logging/hauling operations unless there is an imminent safety issue.

#### **7. REMOVED**

#### **8. COMMUNICATION**

- 8.01 The Contractor is responsible for supplying a truck mounted mobile radio with local logging road channels installed. The local Resource Road Channel Maps will be provided by the Ministry Representative upon request.
- 8.02 Each driver using the posted radio frequencies shall, follow the instruction at the beginning of the road or, if instructions are not evident, announce their position and direction of travel and the road name/number on which they are travelling according to markers posted at one (1) kilometre intervals along the road. Information regarding resource roads can be found on the BC Forest Safety Council's website. The following link is current as of January 2016  
[http://www.bcforestsafety.org/files/tk\\_pdfs/gdc\\_resrd.pdf](http://www.bcforestsafety.org/files/tk_pdfs/gdc_resrd.pdf).
- 8.03 In addition to the requirement that radios be properly licensed, the Department of Communications (Canada) has four (4) main rules that will be observed:
- (a) Radio equipment will not be deliberately operated so as to interfere with another station;
  - (b) Only transmissions concerned with operations are permitted; No discussion about official policy or personal matters are permitted;
  - (c) Transmissions are not to contain profane or obscene words;
  - (d) Information, other than from a public broadcast, will not be transmitted.

#### **9. KEY PERSONNEL**

- 9.01 Many of the components of fire rehabilitation planning and implementation fall under the practice of Professional Forestry as described in the *Forester's Act* (SBC 2003) and requires the work be done by the appropriate professional within their scope of practice and experience.
- 9.02 Additionally there are aspects of the plan that may require input from other professionals and specialists (i.e. Biologist, Archaeologists and Geomorphologists). It is imperative that the appropriate professional completes signs and seals the component of the plan requiring professional oversight. If additional

## SCHEDULE A

### SERVICES (Continued)

professionals or specialists are required then the contractor must notify the Ministry Representative. The Ministry Representative will either directly supply the professional or make arrangements to supply a professional if it is deemed necessary.

- 9.03 The Ministry may utilize additional contractors where the expertise exceeds the expectations of this contract.
- 9.04 Key Personal Qualifications.
- (a) The Contractor will ensure and must be able to demonstrate that identified "Key Personnel" supervising the contract services have the following designation(s), knowledge and skills:
- (i) professional or technical designation and are registered with the Association of BC Forest Professionals (i.e. RFT, RPF, or RPBio, P.eng if applicable);
  - (ii) physically capable of conducting field work;
  - (iii) awareness of potential hazards associated with working in forests impacted by wildfire (i.e. burned out roots);
  - (iv) safe working limits of machinery required for prescribed rehabilitation works;
  - (v) knowledge of forest rehabilitation prescriptions and road deactivation specifications and practices;
  - (vi) knowledge of slope stability and landslide processes, forest hydrology, soil properties, and revegetation principles in forest environments;
  - (vii) ability to recognize field indicators of active or potential issues associated with fire control disturbance; and gully related problems that could lead to environmental damage;
  - (viii) ability to identify all items associated and contained within the BC Wildfire Service Rehabilitation Standard Operating Guidelines; and
  - (ix) have successfully conducted road deactivation prescriptions, or deactivation projects or rehabilitation projects, or forest fire rehabilitation plans within the last 10 years.
- (b) The Contractor will ensure and must demonstrate that each "Key Personnel" performing the contract services have the following knowledge and skills:
- i. physically capable of conducting field work;
  - ii. awareness of potential hazards associated with working in forests impacted by wildfire (i.e. burned out roots);
  - iii. safe working limits of machinery required for prescribed rehabilitation works;
  - iv. knowledge of forest rehabilitation prescriptions and road deactivation specifications and practices;
  - v. knowledge of slope stability and landslide processes, forest hydrology, soil properties, and revegetation principles in forest environments;
  - vi. ability to recognize field indicators of active or potential issues associated with fire control disturbance; and gully related problems that could lead to environmental damage;
  - vii. ability to identify all items associated and contained within the BC Wildfire Service Rehabilitation Standard Operating Guidelines; and
  - viii. have successfully conducted road deactivation prescriptions, or deactivation projects or rehabilitation projects, or forest fire rehabilitation plans within the last 10 years.
- (c) The Contractor will ensure and must demonstrate that each "Key Personnel" performing the contract services (GIS Technician(s)) have the following knowledge and skills:
- i. Meet the submission requirements of Section 10.05. Failure to meet submission requirements may result in termination of the contract.

## SCHEDULE A

### SERVICES (Continued)

(d) The "Key Personnel" are identified as the following:

- i. FOREST ENGINEER
- ii. RP Biologist
- iii. RPF/EIT
- iv. Project Manager/RFT/BIT/Environmental Monitor
- v. Field Technicians/GIS/Mapping/Equipment Supervisor
- vi. Forest Assistant
- vii. Administration

(h) Key Personnel roles must be clearly identified on all invoices in order to process payment. Proof of qualifications of personnel must be available upon request by the Ministry Representative.

## **10 DELIVERABLES**

- 10.01 The Contractor shall refer to the example prescription provided (Appendix 5) for content and formatting reference. Any digital version created by the contractor must be approved by the Ministry and be the similar, in appearance, as the provided example.
- 10.02 Upon completion of the Field Phase of the work, the Contractor will submit a summary for each of the units inspected or completed. The field data collection and implementation must be completed in a clear and detailed manner.
- 10.03 For each unit, the Contractor will submit a *Wildfire Suppression Rehabilitation Plan* (If changed, amended, or added to), signed and sealed by the "Supervising Forest Professional", including the supporting Schedule A(s), Schedule B(s) prescription table, photographs, and maps.
- 10.04 The Wildfire Suppression Rehabilitation Plan shall include;
- i. Three (3), signed and sealed, hard copies and one (1) electronic copy including FS129, FS129A, FS129B, photos (Photo's only required for digital submissions), field notes, and prescription table; and
  - ii. Three (3) hard copies of coloured maps at a suitable scale, which show all corresponding prescribed works and digital maps (geo-referenced pdf) using the provided mapping standards in Appendix 2 and 3.
- 10.05 Line Work and Digital shape file for each Wildfire Suppression Rehabilitation Plan and for all implementation works completed on the 1<sup>st</sup> of each month beginning July 1<sup>st</sup>.

All data must be spatially referenced to NAD83 and projected to BC Environmental Albers (EPSG: 3005). Consultant will be supplied with rehab geodatabase that have the same schema as the target geodatabase used for rehab data management. It is expected of the consultants to supply data (line or point) into the geodatabase that meet the geodatabase schema. Failure to do so will be breach of contract. Contact the Region Rehab GIS technician when ready for the geodatabase and any question. Any accompanying maps should be geo-referenced with projection information defined in the data file that is submitted.

10.06 Any errors or omissions shall be corrected at the Contractor's expense.

## **11 COMPLIANCE WITH LEGISLATION**

Where, by error or omission, the technical specifications in this contract conflict with the *Forest and Range Practices Act and Regulations*, *Forester's Act and Regulations* and the said Acts and Regulations, shall prevail.

## **12 OPTION TO RENEW**

SCHEDULE A  
SERVICES (Continued)

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 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.





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

## Schedule B – Contract Payment

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited for Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 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 in the table below during the Term when you are providing the Services.
- 1.02 The quantities stated in the table below 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 in the table below..

| Item No.                      | Service  | Unit of Measurement     | Rate(s)<br><small>Excluding GST and PST as a taxable transaction charged to the Province</small> | Estimated Quantities | Extended \$\$.<br><small>Excluding GST and PST as a taxable transaction charged to the Province (include cents to the two decimal place.)</small> |
|-------------------------------|--|-------------------------|--|----------------------|---|
| <b>Personnel</b>              |  |                         |  |                      |   |
| 1                             | Forest Engineer  | per hour                | \$130.93   |                      |   |
| 2                             | RP Biologist   | per hour                | \$120.93   |                      |   |
| 3                             | RPF / EIT *  | per hour                | \$100.93   |                      |   |
| 4                             | Project Manager/ RFT/ BIT*<br>Environmental Monitor            | per hour                | \$90.93  |                      |   |
| 5                             | Field Technicians / GIS /<br>Mapping / Equipment<br>Supervisor | per hour                | \$80.93  |                      |   |
| 6                             | Forest Assistant   | per hour                | \$70.93  |                      |   |
| 7                             | Administration   | per hour                | \$60.00  |                      |   |
| 8                             | Heavy Equipment Operator                                       | per hour (Section 1.06) | \$70.00  |                      |   |
| <b>Safety Equipment/Staff</b> |  |                         |  |                      |   |
| 9                             | MTC (Lvl 3 and Driver)   | All Found per Day       | \$900.00   |                      |   |
| 10                            | MTC  | All Found per Day       | \$450.00   |                      |   |
| <b>Heavy Equipment</b>        |  |                         |  |                      |   |
| 11                            | 2006 John Deere Grapple<br>Skidder 748 GIII                    | All Found per Hour      | \$160.68   |                      |   |

*Handwritten signature*



## SCHEDULE B

### CONTRACT PAYMENT

|  |  |                                |          |                         |                     |
|--|--|--------------------------------|----------|-------------------------|---------------------|
| 12   | 2018 John Deere 210GLC Excavator               | All Found per Hour             | \$177.13 |                         |                     |
| 13   | 2004 Volvo EC210BLC Excavator                  | All Found per Hour             | \$163.24 |                         |                     |
| 14   | 1998 Caterpillar 525 Grapple Skidder           | All Found per Hour             | \$145.06 |                         |                     |
| 15   | 2017 Case 590 SN Backhoe                       | All Found per Hour             | \$95.85  |                         |                     |
| 16   | 2004 John Deere 2054 Log Loader                | All Found per Hour             | \$164.41 |                         |                     |
| <b>Mobilization - Demobilization Equipment</b> |  |                                |          |                         |                     |
| 17   | 2015 - 6 Axle                                  | All Found per Hour             | \$176.38 |                         |                     |
| 18   | 2007 - 7 Axle                                  | All Found per Hour             | \$179.20 |                         |                     |
| 19   | 2015 - 7 Axle                                  | All Found per Hour             | \$186.66 |                         |                     |
| 20   | 2015 - 7 Axle Standby onsite                   | AF Standby Onsite              | \$128.33 |                         |                     |
| 21   | 2015 - 8 Axle                                  | All Found per Hour             | \$204.19 |                         |                     |
| 22   | 2015 - 8 Axle Standby onsite                   | AF Standby Onsite              | \$137.10 |                         |                     |
| 23   | ¾ Tonne Crew Cab Vehicle (non-equip. operator) | Daily                          | \$118.55 |                         |                     |
| 24   | ¾ Tonne Crew Cab Vehicle (equip. operator)     | Hourly (Excessive travel only) | \$74.49  |                         |                     |
| <b>Seeding</b>                                 |  |                                |          |                         |                     |
| 25   | UTV  | Daily                          | \$225.00 |                         |                     |
| 26   | UTV Trailer                                    | Daily                          | \$75.00  |                         |                     |
| 27   | Grass Seeder Attachment                        | Daily                          | \$25.00  |                         |                     |
| 28   | Grass Seed (Ministry Supplied)                 | N/A                            | N/A      |                         |                     |
|  |  |                                |          | <b>Estimated Value:</b> | <b>\$142,053.01</b> |

\*Quantities are based on the FS 129 Schedule A and B documents for 2017 Wildfire C50647 Hanceville. The above estimated Value is based on the FS129 for X-ray Division of C50647.

- 1.03 Rates are all found – no additional expenses or fees will be paid except as noted in 1.05 and 1.06 below.
- 1.04 It is expected that the contractor will average, at a minimum, an eight (8) hour to ten (10) hour working day in the field.
- 1.05 **A day rate of \$124.85 will be paid for an ATV.** ATV day rates are based on use of the ATV that day. Expenses will not be paid for ATV's on-site that are unused.
- 1.06 **Travel Expenses:**
  - 1.06.1 For non-equipment operators, a day rate of \$118.55 will be paid for a vehicle.
  - 1.06.2 For equipment operators: The contractor will be responsible for all costs associated to crew travel for the first hour to and first hour from the worksite. For travel time exceeding the threshold of one hour each way, the Contractor shall be reimbursed in the following manner:
    - 1.06.2.1 Excessive travel criteria will be applied as defined on Page 23 of the 2018-19 Equipment Rental Rate guide known as the blue book.

## SCHEDULE B

### CONTRACT PAYMENT

- 1.06.2.1.1 Equipment Operators will be reimbursed per additional 30 minutes travelled based on the rates defined in the Schedule B up to a maximum of 90 minutes.
- 1.06.2.1.2 Vehicle expenses will be compensated at the All Found ¾ ton 4x4 pick up rate as per Timber Tracks every hour over the threshold limit (\$74.49/hr).
- 1.06.3 All hourly rates for equipment/labour are for active/working hours must be documented on a daily basis. Travel time, to and from the worksite within the travel threshold, meal breaks and breakdowns are not considered active/working hours for billing purposes.

## 2. Expenses

- 2.01 We will not pay any expenses to you for the completion of the Services. Accommodation expenses may be considered in extraordinary conditions but must be agreed upon with Ministry Representative prior to incurring cost for accommodation.

## 3. Total Payable

- 3.01 In no event will the Total Payable for fees (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed the total Estimated value Price in the Price Schedule (above) unless sufficient rationale is provided to the Ministry Representative prior to exceeding the estimated value.

## 4. Submission of Statement of Account

- 4.01 In order to obtain payment for any fees under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us biweekly. Final invoice must be received on or before **March 15, 2020**.

| Start of Billing Cycle | End of Billing Cycle | Invoice Submission Due |
|------------------------|----------------------|------------------------|
| July 13, 2019          | July 26, 2019        | July 31, 2019          |
| July 27, 2019          | August 9, 2019       | August 14, 2019        |
| August 10, 2019        | August 23, 2019      | August 28, 2019        |
| August 24, 2019        | September 7, 2019    | September 11, 2019     |
| September 8, 2019      | September 21, 2019   | September 25, 2019     |
| September 22, 2019     | October 5, 2019      | October 9, 2019        |
| October 6, 2019        | October 19, 2019     | October 23, 2019       |
| October 20, 2019       | November 2, 2019     | November 6, 2019       |
| November 3, 2019       | November 16, 2019    | November 20, 2019      |
| November 17, 2019      | November 30, 2019    | December 4, 2019       |
| December 1, 2019       | December 14, 2019    | December 18, 2019      |
| Etc                    |                      |                        |

- 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; the project or fire number, work request number
  - (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



## SCHEDULE B

### CONTRACT PAYMENT

completed during the Billing Period, including a declaration that the Services have been completed;

(c) 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);

(d) 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:

(a) By Mail to:

Attention: Kyle Miller  
Cariboo Chilcotin Natural Resource District  
640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

or

(b) electronically submit invoice as follows:

1. Ensure that it is in electronic format by either scanning as a pdf file or making sure that it is an Excel (preferred) or Word document.
2. Create a new mail with the subject line in the following format:  
"COMPANY NAME - CONTRACT NO - INVOICE #"
3. Attach your invoice, invoice distribution form, and any other supporting documentation.
4. E-mail to: [WildfireRehab.Cariboo@gov.bc.ca](mailto:WildfireRehab.Cariboo@gov.bc.ca) ATTN: Kyle Miller.
5. If you need confirmation that your invoice has been received, you will need to set up a "read receipt".





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

## Schedule C Insurance

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

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.

**c) Professional Errors and Omissions Liability**

Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.





## Schedule D Safety Conditions

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans— Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

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.







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

## Schedule E SAFE - Certification Requirements

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited for Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647).

Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:

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

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

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



Ministry of  
Forests, Lands, Natural  
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and Rural Development

**Schedule F**  
**Acknowledgment of**  
**Assignment of Copyright**

File: 10005-40/IM20RDC003

Attachment to the Agreement with **Dechen Ventures Limited Partnership**, for **Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647)**.

I, HUGH FLINTON, of Dechen Ventures Limited Partnership,  
(Name of Individual) (Name of Firm/Company)

(the Contractor), for good and valuable consideration, payable pursuant to an Agreement dated May 15<sup>th</sup>, 2019 with Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operation and Rural Development (the Province), do hereby acknowledge, confirm, and perfect the assignment to the Province all of my rights in the Copyright in the Produced Material described in the Agreement referred to above.

Executed at WILLIAM LAKÉ this 29 day of JULY, 2019.

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

[Signature]  
(Signature of Contractor or Authorized Signatory)

HUGH FLINTON DECHEN VENTURES  
(Printed Name of Contractor or Authorized Signatory)



## Schedule G Privacy Protection

File: 10005-40/IM20RDC003

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 1. DEFINITIONS

#### 1.01 In this Schedule:

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.
- (e) "privacy course" means the Province's online privacy and information sharing training course.

### 2. PURPOSE

#### 2.01 The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### 3. COLLECTION OF PERSONAL INFORMATION

- 3.01 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 3.02 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 3.03 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### 4. PRIVACY TRAINING

- 4.01 The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the Privacy Course prior to that person providing those services.
- 4.02 The requirement in Section 4.01 will only apply to persons who have not previously completed the Privacy Course.
- 5. ACCURACY OF PERSONAL INFORMATION**
- 5.01 The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.
- 6. REQUESTS FOR ACCESS TO PERSONAL INFORMATION**
- 6.01 If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.
- 7. CORRECTION OF PERSONAL INFORMATION**
- 7.01 Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
- 7.02 When issuing a written direction under Section 6.01, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with Section 6.03.
- 7.03 Within 5 business days of correcting or annotating any personal information under Section 6.01, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- 7.04 If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.
- 8. PROTECTION OF PERSONAL INFORMATION**
- 8.01 The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.
- 9. STORAGE AND ACCESS TO PERSONAL INFORMATION**
- 9.01 Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.
- 10. RETENTION OF PERSONAL INFORMATION**
- 10.01 Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.
- 11. USE OF PERSONAL INFORMATION**
- 11.01 Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 12. DISCLOSURE OF PERSONAL INFORMATION**



- 12.01 Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 12.02 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

**13. NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE**

- 13.01 In addition to any obligation the Contractor may have to provide the notification contemplated by Section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in Section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in Section 30.2 of the Act.

**14. NOTICE OF UNAUTHORIZED DISCLOSURE**

- 14.01 In addition to any obligation the Contractor may have to provide the notification contemplated by Section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in Section 30.5 of the Act.

**15. INSPECTION OF PERSONAL INFORMATION**

- 15.01 In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

**16. COMPLIANCE WITH THE ACT AND DIRECTIONS**

- 16.01 The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.

- 16.02 The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

**17. NOTICE OF NON-COMPLIANCE**

- 17.01 If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

**18. TERMINATION OF AGREEMENT**

- 18.01 In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.



## 19. INTERPRETATION

- 19.01 In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 19.02 Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 19.03 The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 19.04 If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 19.05 The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to Section 18.06, the law of any jurisdiction outside Canada.
- 19.06 Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.





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

## Schedule H PRIME CONTRACTOR AGREEMENT

|  |  |
|--|--|
| CONTRACT/FILE NO:<br>10005-40/IM20RDC003   | THIS AGREEMENT DATED FOR REFERENCE THE<br>15th DAY OF May, 2019. |
| FOR: Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and<br>Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire<br>(C50647). |  |
| 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 Ministry of Forests, Lands ,  
Natural Resource Operations and Rural Development.

**MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND  
RURAL DEVELOPMENT - CARIBOO REGION**  
200 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-398-4426.....Fax Number: 250-398-4836  
Ministry Representative: Kyle Miller  
E-mail Address: [Kyle.Miller@gov.bc.ca](mailto:Kyle.Miller@gov.bc.ca)

(the "Province")

**AND:**

**Dechen Ventures Limited Partnership**  
PO Box 168  
Alexis Creek, B.C.  
V0I 1A0

Phone Number: (250) 394-4212.....FAX Number: N/A  
E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton  
Business Number: LP0685103  
WorkSafe BC and/or Personal Optional Protection Number, s.21

(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.

DISTRIBUTION: Contract File, Prime Contractor, and all Affected Parties  
NRS1354 Prime Contractor Agreement Rev. August 14, 2013

Page 1 of 4

- 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 *W/C 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 May 15<sup>th</sup>, 2019, identified as Agreement Number IM20RDC003 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 May 15th, 2019 to March 15th, 2020 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.

|   |  |
|---|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province<br><br> | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Prime Contractor (or by an authorized signatory of<br>the Prime Contractor if a corporation)<br><br> |
| (Authorized Ministry Contract Officer/Expense Authority)<br><b>Lindsey Wood</b>   | (Prime Contractor or Authorized Signatory) <b>HUGH FLINTON</b>   |
| Dated this <u>22</u> day of <u>August</u> , 2019.   | Dated this <u>26</u> day of <u>July</u> , 2019.  |



# Request to Contract

Instructions: This form has been designed to be submitted electronically. Email approvals of this form are accepted in lieu of physical signatures.

[Reset Form](#)

## Section 1 - Ministry Identification

|   |  |                      |
|---|--|----------------------|
| Ministry: FLNRORD   | Division/Branch: Wildfire Suppression Rehabilitation | City/Region: Cariboo |
| Qualified Receiver/Contract Manager: Kyle Miller  | Phone/Email: 250-398-4426                            |                      |
| Project Title: Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring |  |                      |

## Section 2 - Project Details

Instructions: Complete the following fields. You may use point form. The text boxes automatically resize if more space is required. Click the yellow question mark boxes for help.

|   |   |  |
|---|---|--|
| Contract Number: IM20RDC005   | Do you have a Privacy Impact Assessment number? | PIA Number:                            |
| Description of Work: <input type="text"/><br>Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647).  |   |  |
| Intent Statement - What are the outcomes? <input type="text"/><br>Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647). Finish Implementation of Field works for Division Zulu. |   |  |
| Describe the impacts on the program delivery if not approved: <input type="text"/><br>Program goals will not be achieved. Further delays to rehabilitation will extend project into 2020.   |   |  |
| Anticipated Term of Agreement: Start date: October 7, 2019  |   | End date: March 1, 2020                |
| Will there be an Option to Renew? Yes   | Number of renewals: 1                           | Term (per renewal): Year(s) 1 Month(s) |

## Section 3 - What are you purchasing?

Instructions: Answer the questions in order. If you go back and change an answer you must complete all subsequent questions again.

|  |  |                              |
|--|--|------------------------------|
| What are you purchasing? Services  | What is the estimated value of the contract? | \$270,471.45                 |
| As per CPPM 6.3.1.5, for the purchase of services over \$100,000 you must conduct a cost/benefit analysis for the contract before taking any steps to find a vendor, including where appropriate the cost of providing the service in-house if the resources were available. |  |                              |
| You may proceed in completing the rest of the form during this process.  |  |                              |
| Funding Source - Base Amount:  | Funding Source - Other Amount:               |                              |
| Other Source Details:  |  |                              |
| Will there be a Cost Recovery? Yes   | Recovery Amount: \$270,471.45                | Recovery Percentage: 100.00% |
| Recovery Source Details: JV to BC Wildfire Service <input type="text"/>  |  |                              |
| Is there a Corporate Supply Arrangement? No  |  |                              |

|  |   |
|--|---|
| How will the contract be awarded? Direct Award   | Reason for <u>Direct Award</u> : Public Sector Organization |
| Legal name and address of the vendor or organization who will be directly awarded the contract:<br>Dechen Ventures Limited Partnership<br>PO Box 168,<br>Alexis Creek, B.C.<br>V0L 1A0   |   |
| Provide the rationale for directly awarding to the above government organization:<br>A memorandum of understanding was signed on December 12, 2017 by Tsi Del Del, Tl'etinqox, Yunesit'n, Tl'esqox, and Esk'etemc. The memorandum reads as follows:<br><br><b>Memorandum of Understanding with the Hanceville Group of Companies</b><br><br>The Hanceville fire has not only impacted the economic values but severely impacted that traditional values that our communities rely on. Specifically, future hunting, fishing, medicines, berries and water is impacted. We need to work to ensure a balanced approach to restore the forests and lands. We have the capacity to ensure a coordinated and collaborative approach among these companies. The Hanceville Group of companies is made up of four community based resource management companies:<br>Central Chilcotin Rehabilitation Ltd. Uooint venture between Tsi Del Del and Tl'etinqox),<br>Elhdaqox (Joint Venture of Chilcotin Plateau, Yunesit'in Development Enterprise, and Celtic Engineering),<br>Alkali Resource Management Ltd,<br>Cariboo Aboriginal Forestry Enterprises Ltd for the Chilcotin Military Training Area.<br><br>This MOU is an expression of support from the representative leaders of the communities of Tsi Del Del, Tl'etinqox, Yunesit'in, Tl'esqox and Esk'etemc for the concept of these community based companies to lead in the Hanceville forest fire restoration work. This work includes all aspects of land restoration required to mitigate the impacts of the 2017 fire and containment guards. It is intended that this work be funded by and be completed under work contracts with the Government of British Columbia.<br><br>The 2017 Hanceville fire impacted the communities of Alexis Creek, Tl'etinqox (Anaham), Yunesit'in (Stone), Tl'esqox (Toosey), Tsi Del Del (Redstone), Esk'etemc (Alkali Lake), Riske Creek, Big Creek, and Gang Ranch. The forests were severely damaged and infrastructure including houses, outbuildings, range fences, utility corridors and road ways were impacted. These communities will be impacted by the Hanceville fire for many years to come. The damaged land and forests must be regenerated for the wildlife, water, air, and our future generations. The accumulative impacts can be alleviated if plans on the ground are implemented before it is too late.<br><br>It is in the interest of these local communities to ensure that the land is restored and the impacts from the fire are addressed. This will require a lot of communication, trust and willingness to collaborate between the Hanceville Group of Companies and the Government of British Columbia. |   |
| Section 3 is complete, proceed to Section 4.   |   |

| Section 4 - Approvals   |   |  |
|---|---|--|
| Prepared By   |   |  |
| Instructions: Complete the fields in this subsection and the Expense Authority subsection. Choose from the Action drop-down menu below to submit this form for approval.    |   |  |
| Name: Kyle Miller   | Position: Wildfire Rehabilitation Coordinator |  |
| Email: kyle.miller@gov.bc.ca  | Date: October 7, 2019                         | Action: Submit to EA for Approval <span style="float: right;">?</span> |
| Expense Authority   |   |  |
| Instructions: Review Sections 1-3. To approve or reject this contract request, or to submit this form for additional approval, choose from the Action drop-down menu below. |   |  |
| Name: Harold Stolar   | Position: A/Regional Executive Director       |  |
| Email: harold.stolar@gov.bc.ca  | Action: <span style="float: right;">?</span>  |  |

## Additional Approval (by ADM, CFO, etc. if required)

Instructions: Review Sections 1-3, then forward the original email with your response to either the EA or Preparer in order to preserve the email chain.

|        |           |
|--------|-----------|
| Name:  | Position: |
| Email: |           |

## Section 5 - Purchase Order Setup

Instructions for the Contract Manager: Complete the following section after the contract has been awarded. The total amount cannot exceed the estimated amount in Section 3. Some fields have been populated based on the above sections; please review them for accuracy.

Legal name and address of the vendor who was awarded the contract: <sup>?</sup>  
 Dechen Ventures Limited Partnership  
 PO Box 168,  
 Alexis Creek, B.C.  
 V0L 1A0

Has the vendor been verified in the Corporate Registry? Yes <sup>?</sup> Contract Number: IM20RDC005

Description of Services: Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation <sup>?</sup>

Procurement Code: 200 (Direct Award - Public sector organization)

Trade Agreement Code: 300 (Purchase of an exempted commodity/service)

PO Class Code: C <sup>?</sup> Start Date: October 7, 2019 End Date: March 1, 2020

Account Distribution:

| # | FY | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT       |
|---|----|--------|----------------|--------------|---------|---------------|--------------|
| 1 | 20 | 1 2 8  | 7 1 9 7 0      | 3 0 3 9 8    | 6 0 0 1 | 7 1 9 R C 0 3 | \$270,471.45 |

|                          |                           |                                |              |
|--------------------------|---------------------------|--------------------------------|--------------|
| TOTAL AMOUNT OF CONTRACT | \$270,471.45 <sup>?</sup> | AMOUNT OF ACCOUNT DISTRIBUTION | \$270,471.45 |
|--------------------------|---------------------------|--------------------------------|--------------|

Will taxes apply to any fees or expenses? Yes <sup>?</sup> GST Number: (if known)

GST will apply.

☐ Add additional comments for Accounts Payable

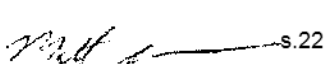
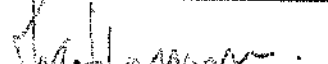


## FIRE SUPPRESSION REHABILITATION PLAN

|                                      |                                     |                                    |
|--------------------------------------|-------------------------------------|------------------------------------|
| FIRE NO<br>C50647 Division Z         | FIRE NAME<br>Hanceville-Riske Creek | FIRE CENTRE<br>Cariboo Fire Centre |
| FIRE ZONE<br>Cariboo, Chilcotin (C5) | Ha.<br>239,339.6                    | ATTACHED SCHEDULES<br>19 of 19     |

| Summary Estimates by Damage Category & Performance Measures: |  |             | Cost Estimate \$ |
|--|--|-------------|------------------|
| A  | MACHINE GUARDS, ACCESS ROADS AND TRAILS (include costs for specific materials                      | (77.6 Km)   | \$215,935.23     |
| B  | HAND GUARDS AND TRAILS   | ( Km)       |                  |
| C  | CAMPS, HELIPORTS, STAGING AREAS AND OTHER INCIDENT FACILITIES                                      | (12 Sites)  | \$8,751.70       |
| D  | DAMS, SUMPS, PUMPING SITES & OTHER DISTURBANCES  | (# Sites)   |                  |
| E  | INCREMENTAL AND OTHER CONSIDERATIONS (Schedule B)  | (0.24 Ha)   | \$1,800.00       |
| F  | ADMINISTRATION AND PLANNING (specialist referrals, Geomatics, stakeholder referrals, access costs) | ( Days)     |                  |
| G  | POST WORK INSPECTIONS (include inspections into subsequent years)                                  | (52.299 Ha) | \$800.00         |
| Total Cost Estimate for Fire                                 |  |             | \$227,286.93     |

| Summary Estimates by Land Jurisdiction: |                               |             | Cost Estimate \$ |
|---|-------------------------------|-------------|------------------|
| 1                                       | PRIVATE LAND                  | (4.5 Ha)    | \$23,137.96      |
| 2                                       | LOCAL GOVERNMENT LAND         | ( Ha)       |                  |
| 3                                       | OCCUPIED CROWN LAND           | (5.8 Ha)    | \$29,164.59      |
| 4                                       | VACANT CROWN LAND             | (52.599 Ha) | \$174,984.37     |
| 5                                       | BC PARKS LAND                 | ( Ha)       |                  |
| 6                                       | FEDERAL LAND                  | ( Ha)       |                  |
| 7                                       | INDIAN RESERVES               | ( Ha)       |                  |
| 8                                       | OTHER LAND (eg. Treaty Lands) | ( Ha)       |                  |
| Total Cost Estimate for Fire            |                               |             | \$227,286.93     |

|  |  |
|--|--|
| <br>(Incident Commander's or Zone Protection Officer's Signature)<br>Date Submitted: 2018-05-03<br>(yyyy-mm-dd) | <br>(Fire Centre Manager's Signature)<br>Date Approved: 4 May 2018<br>(yyyy-mm-dd) |
|--|--|



# Request to Contract

Instructions: This form has been designed to be submitted electronically. Email approvals of this form are accepted in lieu of physical signatures.

[Reset Form](#)

## Section 1 - Ministry Identification

|   |  |                           |
|---|--|---------------------------|
| Ministry: FLNRORD   | Division/Branch: Wildfire Suppression Rehabilitation | City/Region: Cariboo      |
| Qualified Receiver/Contract Manager: Kyle Miller  |  | Phone/Email: 250-398-4426 |
| Project Title: Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring |  |                           |

## Section 2 - Project Details

Instructions: Complete the following fields. You may use point form. The text boxes automatically resize if more space is required. Click the yellow question mark boxes for help.

|   |   |  |
|---|---|--|
| Contract Number: IM20RDC005   | Do you have a Privacy Impact Assessment number? | PIA Number:                            |
| Description of Work: <sup>?</sup><br>Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647).  |   |  |
| Intent Statement - What are the outcomes? <sup>?</sup><br>Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities - 2017 Hanceville Wildfire (C50647). Finish Implementation of Field works for Division Zulu. |   |  |
| Describe the impacts on the program delivery if not approved: <sup>?</sup><br>Program goals will not be achieved. Further delays to rehabilitation will extend project into 2020.   |   |  |
| Anticipated Term of Agreement: Start date: October 7, 2019  |   | End date: March 1, 2020                |
| Will there be an Option to Renew? Yes   | Number of renewals: 1                           | Term (per renewal): Year(s) 1 Month(s) |

## Section 3 - What are you purchasing?

Instructions: Answer the questions in order. If you go back and change an answer you must complete all subsequent questions again.

|  |  |                              |
|--|--|------------------------------|
| What are you purchasing? Services  | What is the estimated value of the contract? | \$270,471.45                 |
| As per CPPM 6.3.1.5, for the purchase of services over \$100,000 you must conduct a cost/benefit analysis for the contract before taking any steps to find a vendor, including where appropriate the cost of providing the service in-house if the resources were available. |  |                              |
| You may proceed in completing the rest of the form during this process.  |  |                              |
| Funding Source - Base Amount:  | Funding Source - Other Amount:               |                              |
| Other Source Details:  |  |                              |
| Will there be a Cost Recovery? Yes   | Recovery Amount: \$270,471.45                | Recovery Percentage: 100.00% |
| Recovery Source Details: JV to BC Wildfire Service <sup>?</sup>  |  |                              |
| Is there a Corporate Supply Arrangement? No  |  |                              |

|  |   |
|--|---|
| How will the contract be awarded? <b>Direct Award</b>  | Reason for <b>Direct Award</b> : Public Sector Organization |
| Legal name and address of the vendor or organization who will be directly awarded the contract:<br>Dechen Ventures Limited Partnership<br>PO Box 168,<br>Alexis Creek, B.C.<br>V0L 1A0   |   |
| Provide the rationale for directly awarding to the above government organization:<br>A memorandum of understanding was signed on December 12, 2017 by Tsi Del Del, Tl'etinqox, Yunesit'in, Tl'esqox, and Esk'etemc. The memorandum reads as follows:<br><br><b>Memorandum of Understanding with the Hanceville Group of Companies</b><br><br>The Hanceville fire has not only impacted the economic values but severely impacted that traditional values that our communities rely on. Specifically, future hunting, fishing, medicines, berries and water is impacted. We need to work to ensure a balanced approach to restore the forests and lands. We have the capacity to ensure a coordinated and collaborative approach among these companies. The Hanceville Group of companies is made up of four community based resource management companies:<br>Central Chilcotin Rehabilitation Ltd. Joint venture between Tsi Del Del and Tl'etinqox),<br>Elhdaqox (Joint Venture of Chilcotin Plateau, Yunesit'in Development Enterprise, and Celtic Engineering),<br>Alkali Resource Management Ltd,<br>Cariboo Aboriginal Forestry Enterprises Ltd for the Chilcotin Military Training Area.<br><br>This MOU is an expression of support from the representative leaders of the communities of Tsi Del Del, Tl'etinqox, Yunesit'in, Tl'esqox and Esk'etemc for the concept of these community based companies to lead in the Hanceville forest fire restoration work. This work includes all aspects of land restoration required to mitigate the impacts of the 2017 fire and containment guards. It is intended that this work be funded by and be completed under work contracts with the Government of British Columbia.<br><br>The 2017 Hanceville fire impacted the communities of Alexis Creek, Tl'etinqox (Anaham), Yunesit'in (Stone), Tl'esqox (Toosey), Tsi Del Del (Redstone), Esk'etemc (Alkali Lake), Riske Creek, Big Creek, and Gang Ranch. The forests were severely damaged and infrastructure including houses, outbuildings, range fences, utility corridors and road ways were impacted. These communities will be impacted by the Hanceville fire for many years to come. The damaged land and forests must be regenerated for the wildlife, water, air, and our future generations. The accumulative impacts can be alleviated if plans on the ground are implemented before it is too late.<br><br>It is in the interest of these local communities to ensure that the land is restored and the impacts from the fire are addressed. This will require a lot of communication, trust and willingness to collaborate between the Hanceville Group of Companies and the Government of British Columbia. |   |
| Section 3 is complete, proceed to Section 4.   |   |

| Section 4 - Approvals   |   |  |
|---|---|--|
| Prepared By   |   |  |
| Instructions: Complete the fields in this subsection and the Expense Authority subsection. Choose from the Action drop-down menu below to submit this form for approval.    |   |  |
| Name: Kyle Miller   | Position: Wildfire Rehabilitation Coordinator |  |
| Email: kyle.miller@gov.bc.ca  | Date: October 7, 2019                         | Action: Submit to EA for Approval <span style="float: right;">?</span> |
| Expense Authority   |   |  |
| Instructions: Review Sections 1-3. To approve or reject this contract request, or to submit this form for additional approval, choose from the Action drop-down menu below. |   |  |
| Name: Harold Stolar   | Position: A/Regional Executive Director       |  |
| Email: harold.stolar@gov.bc.ca  | Action: <span style="float: right;">?</span>  |  |



## Additional Approval (by ADM, CFO, etc. if required)

**Instructions:** Review Sections 1-3, then forward the original email with your response to either the EA or Preparer in order to preserve the email chain.

|        |           |
|--------|-----------|
| Name:  | Position: |
| Email: |           |

## Section 5 - Purchase Order Setup

**Instructions for the Contract Manager:** Complete the following section after the contract has been awarded. The total amount cannot exceed the estimated amount in Section 3. Some fields have been populated based on the above sections; please review them for accuracy.

Legal name and address of the vendor who was awarded the contract: <sup>?</sup>

Dechen Ventures Limited Partnership  
PO Box 168,  
Alexis Creek, B.C.  
V0L 1A0

Has the vendor been verified in the Corporate Registry? Yes <sup>?</sup> Contract Number: IM20RDC005

Description of Services: Wildfire Suppression Rehabilitation Plans - Data Collection, Prescription Preparation, and Field Implementation <sup>?</sup>

Procurement Code: 200 (Direct Award - Public sector organization)

Trade Agreement Code: 300 (Purchase of an exempted commodity/service)

|                               |                             |                         |
|-------------------------------|-----------------------------|-------------------------|
| PO Class Code: C <sup>?</sup> | Start Date: October 7, 2019 | End Date: March 1, 2020 |
|-------------------------------|-----------------------------|-------------------------|

Account Distribution:

| # | FY | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT       |
|---|----|--------|----------------|--------------|---------|---------------|--------------|
| 1 | 20 | 1 2 8  | 7 1 9 7 0      | 3 0 3 9 8    | 6 0 0 1 | 7 1 9 R C 0 3 | \$270,471.45 |

|                          |                           |                                |              |
|--------------------------|---------------------------|--------------------------------|--------------|
| TOTAL AMOUNT OF CONTRACT | \$270,471.45 <sup>?</sup> | AMOUNT OF ACCOUNT DISTRIBUTION | \$270,471.45 |
|--------------------------|---------------------------|--------------------------------|--------------|

Will taxes apply to any fees or expenses? Yes <sup>?</sup> GST Number: (if known)

GST will apply.

☐ Add additional comments for Accounts Payable



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

## Consulting and General Services Contract

|  |   |
|--|---|
| CONTRACT./FILE NO:<br>10005-40/IM20RDC005  | THIS AGREEMENT DATED FOR REFERENCE THE<br>7th DAY OF OCTOBER, 2019. |
| PROJECT DESCRIPTION: Wildfire Suppression Rehabilitation Plans- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647). |   |

**BETWEEN:**

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

MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT - CARIBOO REGION  
200 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-398-4426.....Fax Number: 250-398-4836  
Ministry Representative: Kyle Miller  
E-mail Address: [Kyle.Miller@gov.bc.ca](mailto:Kyle.Miller@gov.bc.ca)

(the "Province", "we", "us", or "our" as applicable)

**AND:**

Dechen Ventures Limited Partnership  
PO Box 168  
Alexis Creek, BC  
V0L 1A0

Phone Number: (250) 394-4212.....FAX Number: N/A  
E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton  
Business Number: LP0685103  
WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "Contractor", "you", or "your" as applicable)

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

The Province and the Contractor agree as follows:

### ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Record" is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
- (g) "Services" means the services described in Schedule A;
- (h) "Subcontractor" means a person described in Section 16.05;
- (i) "Term" means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
- (j) "Unit of Measure" has the meaning described in Schedule B.

1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

## ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

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

| Schedule     | Title   |
|--------------|---|
| Schedule 'A' | Services  |
| Schedule 'B' | Contract Payment  |
| Schedule 'C' | Insurance   |
| Schedule 'D' | Safety Conditions   |
| Schedule 'E' | Safe Certification Requirements   |
| Schedule 'F' | Assignment of Copyright   |
| Schedule 'G' | Privacy Protection  |
| Schedule 'H' | Prime Contractor Agreement  |
| Appendix 1   | Standard Operating Guidelines for Rehabilitation and Recovery Following Wildfire                  |
| Appendix 2   | BC Wildfire Service Rehabilitation and Recovery Definitions                                       |
| Appendix 3   | BC Wildfire Service Interim Guideline for Rehabilitation and Recovery Data Collection and Mapping |
| Appendix 4   | Ribboning and Data Collection Standards   |
| Appendix 5   | Wildfire Rehabilitation Plan  |
| Appendix 6   | Working on Active Wildfire Sites  |
| Appendix 7   | Timber Tracks   |

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

## ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including **October 7th, 2019** to and including **March 1st, 2020** inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.04 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.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

#### ARTICLE 5 PAYMENT

- 5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
  - (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).
- We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.
- 5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.
- 5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.
- 5.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 5.06 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.
- 5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.
- 5.08 You must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on you as a result of this Agreement that the Province has paid or reimbursed to you or agreed to pay or reimburse to you under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a) remit that amount to us.

#### ARTICLE 6 REPRESENTATIONS AND WARRANTIES



- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
    - (i) all information, statements, documents and reports furnished or submitted by you to us 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,
    - (ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
    - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
  - (b) if the Contractor is not an individual:
    - (i) you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, you, and
    - (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

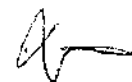
#### ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
- (a) as required to perform your obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

#### ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
- (a) in Received Material that you receive from us, and
  - (b) in Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.



- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under Section 8.04 (a).

#### ARTICLE 9 RECORDS AND REPORTS

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

#### ARTICLE 10 AUDIT

- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

#### ARTICLE 11 INDEMNITY AND INSURANCE

- 11.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any 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.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, 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;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

#### ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or

lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.

- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.
- 12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

#### ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or
  - (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
    - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
    - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
    - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of your property, or
    - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.
- 13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:
- (a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to us at law or in equity; or
  - (c) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.02(a).
- 13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.
- 13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

#### ARTICLE 14 TERMINATION

- 14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.
- 14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:
- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and



- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

#### ARTICLE 15 DISPUTE RESOLUTION

15.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.

15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

#### ARTICLE 16 GENERAL

16.01 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 specified 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.

16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.

16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.

16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.

16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.

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



- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 16.10 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
  - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.
- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## ARTICLE 17 INTERPRETATION

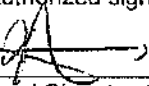
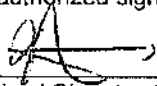
- 17.01 In this Agreement:
- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
  - (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
  - (c) "includes" and "including" are not intended to be limiting;
  - (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
  - (e) "attached" means attached to this Agreement when used in relation to a schedule;
  - (f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (i) unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

#### ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

|  |  |
|--|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province by<br>an authorized representative of the Province | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Contractor (or by an authorized signatory of the Contractor<br>if a corporation) |
|                       |    |
| (Authorized Ministry Expense Authority)  | (Contractor or Authorized Signatory)   |
| (PRINTED NAME of Ministry Expense Authority)   | (PRINTED NAME of Contractor)   |
| Dated this ____ day of _____, 2019   | Dated this <u>7</u> day of <u>OCTOBER</u> , 2019   |





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

## Schedule A Services

File: 10005-40/IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 1. LOCATION OF WORK

- 1.01 The project sites consist of the 2017 Hanceville Wildfire (C50647). Contractors should adhere to the following map for work locations within the project area: "*HancevilleWorkingGroup*" on the ftp site.
- 1.02 Project sites may contain areas of Provincial, and Federal lands with varying statuses such as Provincial Parks, Indian Reserves, Harvesting Tenures, etc. with an approved rehabilitation plan.
- 1.03 Access to, from and on the project sites may be restricted by terrain, stream crossings, windfall or other barriers; therefore the use of an all-terrain vehicle may be required.
- 1.04 Fire Suppression Activities may be active and could impede project works, scheduling, and access.
- 1.05 All maps and spatial data is available via the ftp site:  
[ftp://ftp.for.gov.bc.ca/LCC/external/publish/Hanceville\\_Rehab/](ftp://ftp.for.gov.bc.ca/LCC/external/publish/Hanceville_Rehab/)
- 1.06 Private lands will not be included unless agreed upon with the Ministry Representative.

### 2. SCOPE OF WORK

- 2.01 Review Fire Suppression Rehabilitation Plans for disturbances/damage created by wildfire suppression activity specific to C50647 Hanceville Wildfire.
- 2.02 Implementation of prescribed works (ex. Equipment supervision) and Professional Sign off of Wildfire Suppression Rehabilitation Plans.
- 2.03 Occurrence and assignment of works will be determined by the "*HancevilleWorkingGroup*" map and the work progress plan.
- 2.04 The contractor must commence work in the time lines specified in Section 4 of this Schedule.
- 2.05 The Ministry Representative will provide all existing data collected to date to assist in the project office preparation.
- 2.06 All field work must be conducted in snow-free conditions unless approved by the Ministry Representative.
- 2.07 Aerial reconnaissance opportunities for planning prescription works may be available upon request. Any use of aviation resources will be arranged by the Ministry.

## SCHEDULE A

### SERVICES (Continued)

- 2.08 For the purpose of this contract, the Marshalling point will be Williams Lake, British Columbia and Anahim Lake IR #1, British Columbia.

### 3. THE SERVICES

- 3.01 The Contractor shall provide the following Services for **Wildfire Suppression Rehabilitation Prescriptions**:

- (a) Provide the required amount of qualified Key Personnel to deliver the requirements of this contract.
- (b) Provide Geographic Information System (GIS) Services and administrative support for the completion all deliverables.
- (c) Complete an office review utilizing all information provided by the Ministry representative to ensure all pertinent information is consider and collected prior to planning field work.
- (d) Where initial project information such as spatial operations data from British Columbia Wildfire Service is incomplete, the Contractor may have to conduct a ground and/or air reconnaissance inspection to ensure all disturbances from fire suppression activities are correctly recorded (ex. fire guards).
- (e) Collect field data and complete field marking in accordance with the standards referred to in this Contract and/or provided in the Contract Appendices.
- (f) Provide photographs of all problem sites and damaged Crown or private infrastructure (i.e. Bridges, culverts, fences, cattle guards, driveways, utilities, etc.). Follow the specified Photo Naming Convention as per page 4 of Appendix 3.
- (g) For all streams impacted by Wildfire Suppression Activities provide:
  - i) A minimum of 5 photographs. - One pictures upstream, one picture downstream, one of the left bank, one of the right bank and one of the actual crossings. (Follow the specified Photo Naming Convention as per page 4, Appendix 3).
  - ii) Treatment recommendation to address impact.
  - iii) Identify critical works.
  - iv) Clearly describe water flow. (i.e. is water flowing freely or blocked completely).
  - v) Note visible fish absence, presence, or visible downstream obstruction at time of visit.
- (h) Assess each unit for potential hazards to workers/equipment that will be onsite conducting rehabilitation works. Record the locations by either a waypoint or linear spatial reference and record the nature of the hazard (i.e. predatory wildlife, den sites, danger trees, damaged stream crossing structures, etc.)
- (i) Produce Fire Suppression Rehabilitation Plans or amendments/additions to existing plans as required under the BC Wildfire Branch Rehabilitation Standard Operating Guidelines (Appendix 1 and Appendix 5).
- (j) Provide digital photograph files named by waypoint/feature on prescription table and map.

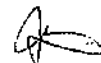
## SCHEDULE A

### SERVICES (Continued)

- (k) Ensure all field notes, photographs, etc. are factual, professional and labelled correctly.
- (l) Provide the Ministry Representative with progress update via electronic mail on weekly basis or at a mutually agreed upon interval.
- (m) Request clarification from the Ministry Representative where the contractor identifies contract discrepancies.

**3.02 The Contractor shall provide the following Services for Wildfire Suppression Rehabilitation Prescription Implementation:**

- (a) Provide the required amount of qualified Key Personnel to deliver the requirements of this contract.
- (b) Provide Geographic Information System (GIS) Services and administrative support for the completion all deliverables.
- (c) Complete an office review utilizing all information provided by the Ministry representative to ensure all pertinent information is consider and collected prior to planning field work.
- (d) Where initial project information such as spatial operations data from British Columbia Wildfire Service is incomplete, the Contractor may have to conduct a ground and/or air reconnaissance inspection to ensure all disturbances from fire suppression activities are correctly recorded (ex. fire guards).
- (e) Collect field data and complete field marking in accordance with the standards referred to in this Contract and/or provided in the Contract Appendices.
- (f) Implement signed Wildfire Suppression Rehabilitation Plans as required. All plans are available via: [http://ftp.for.gov.bc.ca/DCC/external/publish/Hanceville\\_Rehab/](http://ftp.for.gov.bc.ca/DCC/external/publish/Hanceville_Rehab/).
  - i. The contractor must complete a pre-work meeting with the Ministry Representative resulting in a mutually agreed upon work progress plan.
  - ii. The contractor must conduct a pre-work meeting with equipment operators prior to the commencement of work in regards to safety and the approved Wildfire Suppression Rehabilitation Plan. Notes from the pre-work must be submitted to the Ministry Representative upon completion of the meeting.
  - iii. The contractor must keep accurate notes detailing work completed, and working hours of equipment and personnel in ½ hour increments.
  - iv. The contractor must provide all documentation to the Ministry Representative upon completion of works or as requested.
  - v. The contractor will work in accordance with the Heritage Conservation Act and adhere to site-specific management restrictions when working within or near a recorded archaeological site, as identified by the Archaeological Overview Assessment, or standard field ribboning for new Archaeological sites (Blue/White Candy striped and No Work Zone Ribbon) located in the field. Restrictions may include the use of low-impact methods and/or archaeological monitoring. In the event that unrecorded archaeological sites are uncovered, stop work and report to the contract manager immediately. Archaeological monitoring will be requested through an identified Ministry Representative and/or contracted Archaeologist for Wildfire Rehabilitation.



## SCHEDULE A

### SERVICES (Continued)

- (g) Record all work completed or changes/amendments/additions to existing plans and submit spatial data in accordance to specifications Section 10.05.
- (h) Implementation of a signed Wildfire Suppression Rehabilitation Plan will not proceed where salvage harvesting or industrial activities have further degraded the site. Salvage harvesters or industrial users are responsible for rehabilitation of fire guards utilized for those activities. **Instances where salvage harvesting or industrial activities result in changes to an existing Rehabilitation Plan must be accurately documented and communicated as soon as possible to the Ministry Representative.**
- (i) Areas where rehabilitation has already occurred must be documented, accurately mapped, and submitted.
- (j) Contractors will be held accountable to ensure effective and efficient use of resources. Failure to meet historic averages for rate of work or utilize resources effectively (ie. Standby) may result in a stop work notice being issued.

#### **4. Works Assignments**

4.01 All work will be assigned by the Ministry Representative in the following manner:

- (a) Work will be assigned on the Hanceville Wildfire C50647 as per the "*HancevilleWorkingGroup*" map.
- (b) The works will be reviewed in the field by the "Key Personnel" and the Ministry Representative, as required.
- (c) The "Key Personnel" must immediately report to the Ministry Representative any problems or difficulties that may adversely affect the project process and/or project budget.
- (d) The "Key Personnel" will maintain communication with the Ministry Representative regarding any operational change or concern which becomes evident during the course of operations.

Failure to commit to a work assignment within the time frames indicated will be regarded as an "Assignment Refusal". A valid justification for a refusal will be safety related or availability of operators and/or equipment and must be accepted by the Ministry Representative.

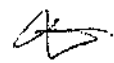
Where an invalid refusal occurs or a valid refusal occurs more than twice, the Province may, in its sole discretion, impose an assessment rate as agreed liquidated damages. The assessment rate imposed will be \$1,000.00 per "Assignment Refusal".

Continuous refusals can result in further corrective action.

#### **5. CONTRACT STANDARDS OF CONDUCT**

5.01 The Contractor shall:

- (a) Document (detailed notes and photographs) any concerns from private land owners, and provide the land owner with the Manager of Wildfire Risk contact e-mail [BCWSClaims2019@gov.bc.ca](mailto:BCWSClaims2019@gov.bc.ca) for further information;
- (b) **Only authorized Ministry personnel are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media.** If the Ministry becomes aware of a Contracted resource posting information and/or pictures about fire suppression activities or rehabilitation works to social media obtained while working for the Province, a Notice to Comply and/or Stop Work Order may be issued.



## SCHEDULE A

### SERVICES (Continued)

- (c) Document, where a private land owner may be hostile toward personnel, and report to the Ministry Representative within 24-hours. (If there is a threat made against personnel, withdraw to a safe location and contact the RCMP as soon as possible)

#### **WILDFIRE CONTROL AREA WORKER SAFETY**

The Province is identified as the "Prime Contractor" for active Wildfire work sites. While at the work site, Contractor personnel must be briefed on safety issues of the work site and follow all safety rules for the site. The Contractor and contractor personnel must all follow the *Quesnel Natural Resource District guide to working on an active Wildfire site* attached as Appendix 6.

If no active wildfire suppression work is being conducted on the fire, the contractor may assume responsibilities of prime contractor as per direction from Ministry Representative.

#### **6. VEHICLE OPERATION/SAFE ROAD USE**

- 6.01 Permission may be required by the Ministry to access and/or work in any areas under restrictions (i.e. backcountry or Off-Road Vehicle restriction). Proof of Permission must be carried by the Contractor at all times.
- 6.02 The Contractor shall ensure the use of any Off-Road Vehicles (ORV) on Crown Land, Forest Service Roads or crossing a public road is consistent with the new terms of the Off-Road Vehicle Act while conducting works under this contract.
- 6.03 The Contractor shall ensure that field data collection and implementation in no way interferes with fire control operations or logging/hauling operations unless there is an imminent safety issue.

#### **7. REMOVED**

#### **8. COMMUNICATION**

- 8.01 The Contractor is responsible for supplying a truck mounted mobile radio with local logging road channels installed. The local Resource Road Channel Maps will be provided by the Ministry Representative upon request.
- 8.02 Each driver using the posted radio frequencies shall, follow the instruction at the beginning of the road or, if instructions are not evident, announce their position and direction of travel and the road name/number on which they are travelling according to markers posted at one (1) kilometre intervals along the road. Information regarding resource roads can be found on the BC Forest Safety Council's website. The following link is current as of January 2016  
[http://www.bcforestsafety.org/files/tk\\_pdfs/gde\\_resrd.pdf](http://www.bcforestsafety.org/files/tk_pdfs/gde_resrd.pdf).
- 8.03 In addition to the requirement that radios be properly licensed, the Department of Communications (Canada) has four (4) main rules that will be observed:
- (a) Radio equipment will not be deliberately operated so as to interfere with another station;
  - (b) Only transmissions concerned with operations are permitted; No discussion about official policy or personal matters are permitted;
  - (c) Transmissions are not to contain profane or obscene words;
  - (d) Information, other than from a public broadcast, will not be transmitted.

#### **9. KEY PERSONNEL**

- 9.01 Many of the components of fire rehabilitation planning and implementation fall under the practice of Professional Forestry as described in the *Forester's Act* (SBC 2003) and requires the work be done by the appropriate professional within their scope of practice and experience.
- 9.02 Additionally there are aspects of the plan that may require input from other professionals and specialists (i.e. Biologist, Archaeologists and Geomorphologists). It is imperative that the appropriate professional completes signs and seals the component of the plan requiring professional oversight. If additional



## SCHEDULE A

### SERVICES (Continued)

professionals or specialists are required then the contractor must notify the Ministry Representative. The Ministry Representative will either directly supply the professional or make arrangements to supply a professional if it is deemed necessary.

9.03 The Ministry may utilize additional contractors where the expertise exceeds the expectations of this contract.

9.04 Key Personal Qualifications.

- (a) The Contractor will ensure and must be able to demonstrate that identified "Key Personnel" supervising the contract services have the following designation(s), knowledge and skills:
- (i) professional or technical designation and are registered with the Association of BC Forest Professionals (i.e. RFT, RPF, or RPBio, P.eng if applicable);
  - (ii) physically capable of conducting field work;
  - (iii) awareness of potential hazards associated with working in forests impacted by wildfire (i.e. burned out roots);
  - (iv) safe working limits of machinery required for prescribed rehabilitation works;
  - (v) knowledge of forest rehabilitation prescriptions and road deactivation specifications and practices;
  - (vi) knowledge of slope stability and landslide processes, forest hydrology, soil properties, and revegetation principles in forest environments;
  - (vii) ability to recognize field indicators of active or potential issues associated with fire control disturbance; and gully related problems that could lead to environmental damage;
  - (viii) ability to identify all items associated and contained within the BC Wildfire Service Rehabilitation Standard Operating Guidelines; and
  - (ix) have successfully conducted road deactivation prescriptions, or deactivation projects or rehabilitation projects, or forest fire rehabilitation plans within the last 10 years.
- (b) The Contractor will ensure and must demonstrate that each "Key Personnel" performing the contract services have the following knowledge and skills:
- i. physically capable of conducting field work;
  - ii. awareness of potential hazards associated with working in forests impacted by wildfire (i.e. burned out roots);
  - iii. safe working limits of machinery required for prescribed rehabilitation works;
  - iv. knowledge of forest rehabilitation prescriptions and road deactivation specifications and practices;
  - v. knowledge of slope stability and landslide processes, forest hydrology, soil properties, and revegetation principles in forest environments;
  - vi. ability to recognize field indicators of active or potential issues associated with fire control disturbance; and gully related problems that could lead to environmental damage;
  - vii. ability to identify all items associated and contained within the BC Wildfire Service Rehabilitation Standard Operating Guidelines; and
  - viii. have successfully conducted road deactivation prescriptions, or deactivation projects or rehabilitation projects, or forest fire rehabilitation plans within the last 10 years.
- (c) The Contractor will ensure and must demonstrate that each "Key Personnel" performing the contract services (GIS Technician(s)) have the following knowledge and skills:
- i. Meet the submission requirements of Section 10.05. Failure to meet submission requirements may result in termination of the contract.



## SCHEDULE A

### SERVICES (Continued)

(d) The "Key Personnel" are identified as the following:

- i. FOREST ENGINEER
- ii. RP Biologist
- iii. RPF/EIT
- iv. Project Manager/RPT/BIT/Environmental Monitor
- v. Field Technicians/GIS/Mapping/Equipment Supervisor
- vi. Forest Assistant
- vii. Administration

(h) Key Personnel roles must be clearly identified on all invoices in order to process payment. Proof of qualifications of personnel must be available upon request by the Ministry Representative.

## 10 DELIVERABLES

- 10.01 The Contractor shall refer to the example prescription provided (Appendix 5) for content and formatting reference. Any digital version created by the contractor must be approved by the Ministry and be the similar in appearance, as the provided example.
- 10.02 Upon completion of the Field Phase of the work, the Contractor will submit a summary for each of the units inspected or completed. The field data collection and implementation must be completed in a clear and detailed manner.
- 10.03 For each unit, the Contractor will submit a *Wildfire Suppression Rehabilitation Plan (If changed, amended, or added to)*, signed and sealed by the "Supervising Forest Professional", including the supporting Schedule A(s), Schedule B(s) prescription table, photographs, and maps.
- 10.04 The Wildfire Suppression Rehabilitation Plan shall include:
- i. Three (3), signed and sealed, hard copies and one (1) electronic copy including FS129, FS129A, FS129B, photos (Photo's only required for digital submissions), field notes, and prescription table; and
  - ii. Three (3) hard copies of coloured maps at a suitable scale, which show all corresponding prescribed works and digital maps (geo-referenced pdf) using the provided mapping standards in Appendix 2 and 3.
- 10.05 Line Work and Digital shape file for each Wildfire Suppression Rehabilitation Plan and for all implementation works completed on the 1<sup>st</sup> of each month beginning July 1st.

All data must be spatially referenced to NAD83 and projected to BC Environmental Albers (EPSG: 3005). Consultant will be supplied with rehab geodatabase that have the same schema as the target geodatabase used for rehab data management. It is expected of the consultants to supply data (line or point) into the geodatabase that meet the geodatabase schema. Failure to do so will be breach of contract. Contact the Region Rehab GIS technician when ready for the geodatabase and any question. Any accompanying maps should be geo-referenced with projection information defined in the data file that is submitted.

10.06 Any errors or omissions shall be corrected at the Contractor's expense.

## 11 COMPLIANCE WITH LEGISLATION

Where, by error or omission, the technical specifications in this contract conflict with the *Forest and Range Practices Act and Regulations, Forester's Act and Regulations* and the said Acts and Regulations, shall prevail.

## 12 OPTION TO RENEW



SCHEDULE A

SERVICES (Continued)

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 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.





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

## Schedule B – Contract Payment

File: 10005-40/ IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited for Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 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 in the table below during the Term when you are providing the Services.
- 1.02 The quantities stated in the table below 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 in the table below..

| Item No.                      | Service  | Unit of Measurement     | Rate(s)<br><small>Excluding GST and PST as a taxable transaction charged to the Province</small> | Estimated Quantities | Extended \$\$.¢¢ Amount<br><small>Excluding GST and PST as a taxable transaction charged to the Province<br/>(Include cents to the two decimal place.)</small> |
|-------------------------------|--|-------------------------|--|----------------------|--|
| <b>Personnel</b>              |  |                         |  |                      |  |
| 1                             | Forest Engineer  | per hour                | \$130.93   |                      |  |
| 2                             | RP Biologist   | per hour                | \$120.93   |                      |  |
| 3                             | RPF / EIT *  | per hour                | \$100.93   |                      |  |
| 4                             | Project Manager/ RFT/ BIT*<br>Environmental Monitor            | per hour                | \$90.93  |                      |  |
| 5                             | Field Technicians / GIS /<br>Mapping / Equipment<br>Supervisor | per hour                | \$80.93  |                      |  |
| 6                             | Forest Assistant   | per hour                | \$70.93  |                      |  |
| 7                             | Administration   | per hour                | \$60.00  |                      |  |
| 8                             | Heavy Equipment Operator                                       | per hour (Section 1.06) | \$70.00  |                      |  |
| <b>Safety Equipment/Staff</b> |  |                         |  |                      |  |
| 9                             | MTC (Lvl 3 and Driver)   | All Found per Day       | \$900.00   |                      |  |
| 10                            | MTC  | All Found per Day       | \$450.00   |                      |  |
| <b>Heavy Equipment</b>        |  |                         |  |                      |  |
| 11                            | 2006 John Deere Grapple<br>Skidder 748 GIII                    | All Found per Hour      | \$160.63   |                      |  |

## SCHEDULE B

### CONTRACT PAYMENT

|  |  |                                |          |                         |                     |
|--|--|--------------------------------|----------|-------------------------|---------------------|
| 12   | 2018 John Deere 210GLC Excavator               | All Found per Hour             | \$177.13 |                         |                     |
| 13   | 2004 Volvo EC210BLC Excavator                  | All Found per Hour             | \$163.24 |                         |                     |
| 14   | 1998 Caterpillar 525 Grapple Skidder           | All Found per Hour             | \$145.06 |                         |                     |
| 15   | 2017 Case 590 SN Backhoe                       | All Found per Hour             | \$95.85  |                         |                     |
| 16   | 2004 John Deere 2054 Log Loader                | All Found per Hour             | \$164.41 |                         |                     |
| <b>Mobilization – Demobilization Equipment</b> |  |                                |          |                         |                     |
| 17   | 2015 - 6 Axle                                  | All Found per Hour             | \$176.38 |                         |                     |
| 18   | 2007 - 7 Axle                                  | All Found per Hour             | \$179.20 |                         |                     |
| 19   | 2015 - 7 Axle                                  | All Found per Hour             | \$186.66 |                         |                     |
| 20   | 2015 - 7 Axle Standby onsite                   | AF Standby Onsite              | \$128.33 |                         |                     |
| 21   | 2015 - 8 Axle                                  | All Found per Hour             | \$204.19 |                         |                     |
| 22   | 2015 - 8 Axle Standby onsite                   | AF Standby Onsite              | \$137.10 |                         |                     |
| 23   | ¾ Tonne Crew Cab Vehicle (non-equip. operator) | Daily                          | \$118.55 |                         |                     |
| 24   | ¾ Tonne Crew Cab Vehicle (equip. operator)     | Hourly (Excessive travel only) | \$74.49  |                         |                     |
| <b>Seeding</b>                                 |  |                                |          |                         |                     |
| 25   | UTV  | Daily                          | \$225.00 |                         |                     |
| 26   | UTV Trailer                                    | Daily                          | \$75.00  |                         |                     |
| 27   | Grass Seeder Attachment                        | Daily                          | \$25.00  |                         |                     |
| 28   | Grass Seed (Ministry Supplied)                 | N/A                            | N/A      |                         |                     |
|  |  |                                |          | <b>Estimated Value:</b> | <b>\$270,471.45</b> |

\*Quantities are based on the FS 129 Schedule A and B documents for 2017 Wildfire C50647 Hanceville. The above estimated Value is based on the FS129 for Zulu Division of C50647. A multiplication of 1.5 was completed on the FS 129 value as a result of the average cost overages associated with Hanceville rehabilitation work as seen since June 2019. Furthermore, this value was multiplied by 80% to reflect the portion of Zulu division that Dechen is responsible for. The other 20% of the estimated contract value is the responsibility of another contractor. Original Div Zulu FS 129 estimated value: \$227,286.93.

- 1.03 Rates are all found – no additional expenses or fees will be paid except as noted in 1.05 and 1.06 below.
- 1.04 It is expected that the contractor will average, at a minimum, an eight (8) hour to ten (10) hour working day in the field.
- 1.05 A day rate of \$124.85 will be paid for an ATV. ATV day rates are based on use of the ATV that day. Expenses will not be paid for ATV's on-site that are unused.
- 1.06 **Travel Expenses:**
- 1.06.1 For non-equipment operators, a day rate of \$118.55 will be paid for a vehicle.
- 1.06.2 For equipment operators: The contractor will be responsible for all costs associated to crew travel for the first hour to and first hour from the worksite. For travel time exceeding the threshold of one hour each way, the Contractor shall be reimbursed in the following manner:



## SCHEDULE B

### CONTRACT PAYMENT

- 1.06.2.1 Excessive travel criteria will be applied as defined on Page 23 of the 2018-19 Equipment Rental Rate guide known as the blue book.
- 1.06.2.1.1 Equipment Operators will be reimbursed per additional 30 minutes travelled based on the rates defined in the Schedule B up to a maximum of 90 minutes.
- 1.06.2.1.2 Vehicle expenses will be compensated at the All Found  $\frac{3}{4}$  ton 4x4 pick up rate as per Timber Tracks every hour over the threshold limit (\$74.49/hr).
- 1.06.3 All hourly rates for equipment/labour are for active/working hours must be documented on a daily basis. Travel time, to and from the worksite within the travel threshold, meal breaks and breakdowns are not considered active/working hours for billing purposes.

## 2. Expenses

- 2.01 We will not pay any expenses to you for the completion of the Services. Accommodation expenses may be considered in extraordinary conditions but must be agreed upon with Ministry Representative prior to incurring cost for accommodation.

## 3. Total Payable

- 3.01 In no event will the Total Payable for fees (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed the total Estimated value Price in the Price Schedule (above) unless sufficient rationale is provided to the Ministry Representative prior to exceeding the estimated value.

## 4. Submission of Statement of Account

- 4.01 In order to obtain payment for any fees under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us biweekly. Final invoice must be received on or before March 1, 2020.

| Start of Billing Cycle | End of Billing Cycle | Invoice Submission Due |
|------------------------|----------------------|------------------------|
| July 13, 2019          | July 26, 2019        | July 31, 2019          |
| July 27, 2019          | August 9, 2019       | August 14, 2019        |
| August 10, 2019        | August 23, 2019      | August 28, 2019        |
| August 24, 2019        | September 7, 2019    | September 11, 2019     |
| September 8, 2019      | September 21, 2019   | September 25, 2019     |
| September 22, 2019     | October 5, 2019      | October 9, 2019        |
| October 6, 2019        | October 19, 2019     | October 23, 2019       |
| October 20, 2019       | November 2, 2019     | November 6, 2019       |
| November 3, 2019       | November 16, 2019    | November 20, 2019      |
| November 17, 2019      | November 30, 2019    | December 4, 2019       |
| December 1, 2019       | December 14, 2019    | December 18, 2019      |
| Etc                    |                      |                        |

- 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; the project or fire number, work request number



## SCHEDULE B

### CONTRACT PAYMENT

- (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) 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);
  - (d) 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:
- (a) By Mail to:  
**Attention: Kyle Miller**  
Cariboo Chilcotin Natural Resource District  
640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1
- or
- (b) electronically submit invoice as follows:
    - 1. Ensure that it is in electronic format by either scanning as a pdf file or making sure that it is an Excel (preferred) or Word document.
    - 2. Create a new mail with the subject line in the following format:  
"COMPANY NAME - CONTRACT NO - INVOICE #"
    - 3. Attach your invoice, invoice distribution form, and any other supporting documentation.
    - 4. E-mail to: WildfireRehab.Cariboo@gov.bc.ca ATTN: Kyle Miller.
    - 5. If you need confirmation that your invoice has been received, you will need to set up a "read receipt".





Ministry of  
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## Schedule C Insurance

File: 10005-40/IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

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.

c) **Professional Errors and Omissions Liability**

Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.





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

## Schedule D Safety Conditions

File: 10005-40/IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans-- Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

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.





Ministry of  
Forests, Lands, Natural  
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## Schedule E SAFE - Certification Requirements

File: 10005-40/IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited for Wildfire Suppression Rehabilitation Plans— Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:

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

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

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



Ministry of  
Forests, Lands, Natural  
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and Rural Development

**Schedule F  
Acknowledgment of  
Assignment of Copyright**

File: 10005-40/IM20RDC005

Attachment to the Agreement with **Dechen Ventures Limited Partnership**, for **Wildfire  
Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field  
Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647)**.

I, HUGH FUNTON, of **Dechen Ventures Limited Partnership**,  
(Name of Individual) (Name of Firm Company)

*Oct. 7<sup>th</sup>* (the Contractor), for good and valuable consideration, payable pursuant to an Agreement dated  
*A* ~~May 15<sup>th</sup>~~, 2019 with Her Majesty the Queen in the Right of the Province of British Columbia  
as represented by the Minister of Forests, Lands, Natural Resource Operation and Rural  
Development (the Province), do hereby acknowledge, confirm, and perfect the assignment to  
the Province all of my rights in the Copyright in the Produced Material described in the  
Agreement referred to above.

Executed at WILLIAMS LAKE, this 7 day of OCTOBER, 2019.

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

*[Signature]*  
(Signature of Contractor or Authorized Signatory)

HUGH FUNTON  
(Printed Name of Contractor or Authorized Signatory)

*[Signature]*



## Schedule G Privacy Protection

File: 10005-40/IM20RDC005

Attachment to the Agreement with Dechen Ventures Limited Partnership for Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

### 1. DEFINITIONS

1.01 In this Schedule:

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.
- (e) "privacy course" means the Province's online privacy and information sharing training course.

### 2. PURPOSE

2.01 The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### 3. COLLECTION OF PERSONAL INFORMATION

- 3.01 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 3.02 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 3.03 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### 4. PRIVACY TRAINING

- 4.01 The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the Privacy Course prior to that person providing those services.
- 4.02 The requirement in Section 4.01 will only apply to persons who have not previously completed the Privacy Course.

**5. ACCURACY OF PERSONAL INFORMATION**

- 5.01 The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

**6. REQUESTS FOR ACCESS TO PERSONAL INFORMATION**

- 6.01 If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

**7. CORRECTION OF PERSONAL INFORMATION**

- 7.01 Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
- 7.02 When issuing a written direction under Section 6.01, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with Section 6.03.
- 7.03 Within 5 business days of correcting or annotating any personal information under Section 6.01, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- 7.04 If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

**8. PROTECTION OF PERSONAL INFORMATION**

- 8.01 The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

**9. STORAGE AND ACCESS TO PERSONAL INFORMATION**

- 9.01 Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

**10. RETENTION OF PERSONAL INFORMATION**

- 10.01 Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

**11. USE OF PERSONAL INFORMATION**

- 11.01 Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

**12. DISCLOSURE OF PERSONAL INFORMATION**



- 12.01 Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 12.02 Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

**13. NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE**

- 13.01 In addition to any obligation the Contractor may have to provide the notification contemplated by Section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in Section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in Section 30.2 of the Act.

**14. NOTICE OF UNAUTHORIZED DISCLOSURE**

- 14.01 In addition to any obligation the Contractor may have to provide the notification contemplated by Section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in Section 30.5 of the Act.

**15. INSPECTION OF PERSONAL INFORMATION**

- 15.01 In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

**16. COMPLIANCE WITH THE ACT AND DIRECTIONS**

- 16.01 The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
- 16.02 The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

**17. NOTICE OF NON-COMPLIANCE**

- 17.01 If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

**18. TERMINATION OF AGREEMENT**

- 18.01 In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.





## 19. INTERPRETATION

- 19.01 In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 19.02 Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 19.03 The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 19.04 If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 19.05 The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to Section 18.06, the law of any jurisdiction outside Canada.
- 19.06 Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.





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

## Schedule H PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO:  
10005-40/IM20RDC005

THIS AGREEMENT DATED FOR REFERENCE THE  
7th DAY OF October, 2019.

FOR: Wildfire Suppression Rehabilitation Plans– Data Collection, Prescriptions Preparation, and Field Implementation Monitoring for Wildfire Suppression Activities – 2017 Hanceville Wildfire (C50647).

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

MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND  
RURAL DEVELOPMENT - CARIBOO REGION  
200 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: 250-398-4426.....Fax Number: 250-398-4836  
Ministry Representative: Kyle Miller  
E-mail Address: [Kyle.Miller@gov.bc.ca](mailto:Kyle.Miller@gov.bc.ca)

(the "Province")

### AND:

Dechen Ventures Limited Partnership  
PO Box 168  
Alexis Creek, B.C.  
V0I 1A0

Phone Number: (250) 394-4212.....FAX Number: N/A  
E-mail Address: [hflinton@telus.net](mailto:hflinton@telus.net)

Contractor Representative: Hugh Flinton  
Business Number: LP0685103  
WorkSafe BC and/or Personal Optional Protection Number<sup>s.21</sup>

(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 **October 7<sup>th</sup>, 2019**, identified as Agreement Number **IM20RDC005** 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 October 7<sup>th</sup>, 2019 to March 1<sup>st</sup>, 2020 inclusive.
- 4.02 Time is of the essence in this Agreement.

#### ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES


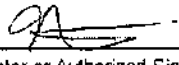


- 5.01 The Prime Contractor shall:
- (a) familiarize itself with the Multiple Employer Workplace;
  - (b) immediately notify the Ministry Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There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

|   |  |
|---|--|
| <b>SIGNED AND DELIVERED</b> on behalf of the Province<br>by an authorized representative of the Province<br> | <b>SIGNED AND DELIVERED</b> by or on behalf of the<br>Prime Contractor (or by an authorized signatory of<br>the Prime Contractor if a corporation)<br> |
| (Authorized Ministry Contract Officer/Expense Authority)  | (Prime Contractor or Authorized Signatory)   |
|    |    |
| Dated this <u>11</u> day of <u>October</u> , 2019.  | Dated this <u>2<sup>nd</sup></u> day of <u>OCT.</u> , 2019.  |



# Request to Contract

Instructions: This form has been designed to be submitted electronically. Email approvals of this form are accepted in lieu of physical signatures.

[Reset Form](#)

## Section 1 - Ministry Identification

|  |  |                           |
|--|--|---------------------------|
| Ministry: FLNRORD                                | Division/Branch: Wildfire Suppression Rehabilitation | City/Region: Cariboo      |
| Qualified Receiver/Contract Manager: Kyle Miller |  | Phone/Email: 250-398-4426 |
| Project Title: Hanceville Fire Hazard Mitigation |  |                           |

## Section 2 - Project Details

Instructions: Complete the following fields. You may use point form. The text boxes automatically resize if more space is required. Click the yellow question mark boxes for help.

|   |   |
|---|---|
| Contract Number: IM20RDC010   | Has a Privacy Impact Assessment been conducted for this contract? |
| Description of Work: <input type="text"/><br>Burning of piles and/or windrows and/or decked wood as identified by Ministry representative/personnel.  |   |
| Intent Statement - What are the outcomes? <input type="text"/><br>Reduce fire hazards relating to wildfire rehabilitation as a result of fire suppression activities (ie fireguard construction).   |   |
| Describe the impacts on the program delivery if not approved: <input type="text"/><br>Government will not meet obligations of Wildfire Act and Regulation that requires fuel hazards created by fire suppression activities to be assessed and mitigated as required. |   |
| Anticipated Term of Agreement: Start date: October 17, 2019   | End date: March 1, 2020   |
| Will there be an <u>Option to Renew</u> ? Yes   | Number of renewals: 1 Term (per renewal): Year(s) 1 Month(s)      |

## Section 3 - What are you purchasing?

Instructions: Answer the questions in order. If you go back and change an answer you must complete all subsequent questions again.

|   |   |        |                |              |         |               |             |
|---|---|--------|----------------|--------------|---------|---------------|-------------|
| What are you purchasing? Services                                       | What is the estimated value of the contract? \$35,000.00  |        |                |              |         |               |             |
| Funding Source - Base Amount:   | Funding Source - Other Amount:                            |        |                |              |         |               |             |
| Other Source Details:   |   |        |                |              |         |               |             |
| Will there be a Cost Recovery? Yes                                      | Recovery Amount: \$35,000.00 Recovery Percentage: 100.00% |        |                |              |         |               |             |
| Recovery Source Details: JV to BC Wildfire Service <input type="text"/> |   |        |                |              |         |               |             |
| Estimated Account Distribution:   |   |        |                |              |         |               |             |
| #   | FY  | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT      |
| 1   | 20  | 1 2 8  | 7 1 9 7 0      | 3 0 3 9 8    | 6 0 0 1 | 7 1 9 R C 0 3 | \$35,000.00 |

# Request to Contract

|  |  |   |
|--|--|---|
| AMOUNT OF ACCOUNT DISTRIBUTION   |  | \$35,000.00   |
| Is there a <u>Corporate Supply Arrangement</u> ? No  |  |   |
| How will the contract be awarded? Direct Award   |  | Reason for <u>Direct Award</u> : Public Sector Organization |
| Legal name and address of the vendor or organization who will be directly awarded the contract:<br>Dechen Ventures Limited Partnership<br>PO Box 168<br>Alexis Creek, BC<br>V0L 1A0  |  |   |
| Provide the rationale for directly awarding to the above government organization:<br>A memorandum of understanding was signed on December 12, 2017 by Tsi Del Del, Tl'etinqox, Yunesit'in, Tl'esqox, and Esk'etemc. The memorandum reads as follows:<br><br>Memorandum of Understanding with the Hanceville Group of Companies<br><br>The Hanceville fire has not only impacted the economic values but severely impacted that traditional values that our communities rely on. Specifically, future hunting, fishing, medicines, berries and water is impacted. We need to work to ensure a balanced approach to restore the forests and lands. We have the capacity to ensure a coordinated and collaborative approach among these companies.<br>The Hanceville Group of companies is made up of four community based resource management companies:<br>Central Chilcotin Rehabilitation Ltd. Uoint venture between Tsi Del Del and Tl'etinqox),<br>Elhdaqox (Joint Venture of Chilcotin Plateau, Yunesit'in Development Enterprise, and Celtic Engineering),<br>Alkali Resource Management Ltd,<br>Cariboo Aboriginal Forestry Enterprises Ltd for the Chilcotin Military Training Area.<br><br>This MOU is an expression of support from the representative leaders of the communities of Tsi Del Del, Tl'etinqox, Yunesit'in, Tl'esqox and Esk'etemc for the concept of these community based companies to lead in the Hanceville forest fire restoration work. This work includes all aspects of land restoration required to mitigate the impacts of the 2017 fire and containment guards. It is intended that this work be funded by and be completed under work contracts with the Government of British Columbia.<br><br>The 2017 Hanceville fire impacted the communities of Alexis Creek, Tl'etinqox (Anaham), Yunesit'in (Stone), Tl'esqox (Toosey), Tsi Del Del (Redstone), Esk'etemc (Alkali Lake), Riske Creek, Big Creek, and Gang Ranch. The forests were severely damaged and infrastructure including houses, outbuildings, range fences, utility corridors and road ways were impacted. These communities will be impacted by the Hanceville fire for many years to come. The damaged land and forests must be regenerated for the wildlife, water, air, and our future generations. The accumulative impacts can be alleviated if plans on the ground are implemented before it is too late.<br><br>It is in the interest of these local communities to ensure that the land is restored and the impacts from the fire are addressed. This will require a lot of communication, trust and willingness to collaborate between the Hanceville Group of Companies and the Government of British Columbia. |  |   |
| Section 3 is complete, proceed to Section 4.   |  |   |



# Request to Contract

## Section 4 - Approvals

### Prepared By

*Instructions: Complete the fields in this subsection and the Expense Authority subsection. Choose from the Action drop-down menu below to submit this form for approval.*

|                              |   |  |
|------------------------------|---|--|
| Name: Kyle Miller            | Position: Wildfire Rehabilitation Coordinator |  |
| Email: kyle.miller@gov.bc.ca | Date: October 7, 2019                         | Action: Submit for Approval <span>?</span> |

☐ Add additional comments for Expense Authority

### Expense Authority

*Instructions: Review Sections 1-3 and forward the email request including this form with your response. Include the Project Name, Amount, and your signature block in your reply. Your EA level must be sufficient for the full contract amount, including any Options to Renew. Expense Authority Matrices can be found [here](#).*

|                               |                              |
|-------------------------------|------------------------------|
| Name: Lindsey Wood            | Position: A/District Manager |
| Email: lindsey.wood@gov.bc.ca |                              |

### Additional Approval (by ADM, CFO, etc. if required)

*Instructions: Review Sections 1-3 and forward the original email with your response in order to preserve the email chain.*

|        |           |
|--------|-----------|
| Name:  | Position: |
| Email: |           |





# Request to Contract

## Section 5 - Purchase Order Setup

**Instructions for the Contract Manager:** Complete the following section after the contract has been awarded. The total amount cannot exceed the estimated amount in Section 3. Some fields have been populated based on the above sections; please review them for accuracy.

Legal name and address of the vendor who was awarded the contract:

Dechen Ventures Limited Partnership  
PO Box 168  
Alexis Creek, BC  
V0L 1A0

Has the vendor been verified in the Corporate Registry? Yes ☐

Contract Number: IM20RDC010

Description of Services: Burning of piles and/or windrows and/or decked wood as identified by Ministry representative/personnel.

Procurement Code: 200 (Direct Award - Public sector organization)

Trade Agreement Code: 200 (Purchase below applicable Canada Free Trade Agreement (CFTA) threshold)

PO Class Code: C ☐

Start Date: October 17, 2019

End Date: March 1, 2020

Account Distribution:

| # | FY | CLIENT | RESPONSIBILITY | SERVICE LINE | STOB    | PROJECT       | AMOUNT      |
|---|----|--------|----------------|--------------|---------|---------------|-------------|
| 1 | 20 | 1 2 8  | 7 1 9 7 0      | 3 0 3 9 8    | 6 0 0 1 | 7 1 9 R C 0 3 | \$35,000.00 |

TOTAL AMOUNT OF CONTRACT \$35,000.00 ☐

AMOUNT OF ACCOUNT DISTRIBUTION

\$35,000.00

Will taxes apply to any fees or expenses? Yes ☐

GST Number: (if known)

GST will apply

☐ Add additional comments for Accounts Payable



# Natural Resource Ministries

# Minor Works Contract

MINISTRY CONTRACT/FILE NO.: 10005-40/IM20RDC010

PROJECT NAME: Hanceville Fire Hazard Mitigation

THIS AGREEMENT dated for reference October 17, 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  
MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE  
OPERATIONS AND RURAL DEVELOPMENT - CARIBOO REGION  
(the "Province", "we", "us", or "our" as applicable) at the following address:  
200 640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Telephone: 250-398-4426 Fax: 250-398-4836 Business Email Address: WildfireRehab.Cariboo@gov.bc.ca

Ministry Representative: Kyle Miller

## AND

Dechen Ventures Limited Partnership  
(the "Contractor", "you", or "your" as applicable) at the following address:

PO Box 168,  
Alexis Creek, B.C.  
V0L 1A0

Telephone: 250-394-4212 Fax: N/A Email Address: hflinton@telus.net

Contractor Representative: Hugh Flinton  
Business Number: LP0685103

WorkSafe BC No. S.21 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 | 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) |
|----------|--|-----------------|---|---|
| 1.       | Mitigate fire hazards resultant of fire suppression activities and rehabilitation works. | 1               | \$1,100.00/day  | \$35,000.00   |
| 2.       | Supply ATV/Snowmobile per person upon request of Ministry Staff.                         | 1               | \$75.00/day   |   |
| 3.       | Supply Side by Side (2+ seats) upon request of Ministry Staff.                           | 1               | \$125.00/day  |   |
| 4.       | Supply trailer for ATV/Snowmobile/Side by Side Transport                                 | 1               | \$75.00/day   |   |
| 5.       | Total Maximum Value of Contract  |                 |   | \$35,000.00   |

(hereinafter called the "Works")

| WORK COMMENCING | Y  | M  | D  | WORK COMPLETION | Y  | M  | D  | DATE OF APPLICABLE TENDER (if any) | Y | M | D |
|-----------------|----|----|----|-----------------|----|----|----|------------------------------------|---|---|---|
|                 | 19 | 10 | 17 |                 | 20 | 03 | 01 |                                    |   |   |   |

## 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 Pay                    |
| C        | Insurance                       |
| E        | SAFE Certification Requirements |

## 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

*Lindsay Wood*  
(Authorized Ministry Expense Authority)

*Lindsay Wood*

Dated this 21 day of October, 2019

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

*Hugh Flinton*  
(Contractor or Authorized Signatory)

*Hugh Flinton*

Dated this 19 day of Oct, 2019

#### 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 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.

#### 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 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.



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

## Schedule A Services

File: 10005-40/IM20RDC010

Attachment to the Agreement with **Dechen Ventures Limited Partnership**, for **Hanceville Fire Hazard Mitigation**

### 1. LOCATION OF WORK

- 1.01 The project sites consist of the 2017 Hanceville Wildfire (C50647). Contractors should adhere to the following map for work locations within the project area: "*HancevilleWorkingGroup*" on the ftp site.
- 1.02 Project sites may contain areas of Provincial, and Federal lands with varying statuses such as Provincial Parks, Indian Reserves, Harvesting Tenures, etc. with an approved rehabilitation plan.
- 1.03 Access to, from and on the project sites may be restricted by terrain, stream crossings, windfall or other barriers; therefore the use of an all-terrain vehicle may be required.
- 1.04 All maps and spatial data is available via the ftp site:  
[ftp://ftp.for.gov.bc.ca/DCC/external/ftpublish/Hanceville\\_Rehab/](ftp://ftp.for.gov.bc.ca/DCC/external/ftpublish/Hanceville_Rehab/)
- 1.05 Private lands will not be included.

### 2. SCOPE OF WORK

- 2.01 Burning of piles and/or windrows and/or decked wood as identified by Ministry representative/personnel.
- 2.02 Access to and from identified burn sites may be difficult and may require ATV, Snowmobile, and/or Side by Side (Utility Vehicle).
- 2.03 Burning must be conducting in a manner that minimizes fringe damage to adjacent vegetation.
- 2.04 The crew is expected to receive and follow direction from Ministry representative/staff including meeting locations, meeting times, tailgate meetings, etc.
- 2.05 The Ministry Representative will provide all existing data collected to date to assist in identifying access and burning locations. Only piles/windrows/decks associated with wildfire suppression activities or rehabilitation activities are included in this work.
- 2.06 Piles/Windrows/decks must be monitored appropriately to ensure the pile can be called 'out'. Work with the Ministry representative to determine an appropriate monitoring plan within daily working hour limit of 8.5 hours (travel included).
- 2.07 For the purpose of this contract, the Marshalling point will be Alkali, British Columbia or closer.

### 3. THE SERVICES

SCHEDULE A  
SERVICES (Continued)

3.01 The Contractor shall provide the following Services for **Hanceville Fire Hazard Mitigation**:

- (a) Crew must consist of 2 personnel. Crew includes: 1 pickup, PPE, Radios, 1 drip torch, 1 tiger torch. Crew daily rate is \$1,100.00 based on an 8.5 hour day which includes travel to and from burn site.
- (b) Crew must be able to supply either an ATV or Snowmobile per person upon Ministry representative's request. If a side by side is available and more appropriate for use, then a 2+ seater side by side may be used.
- (c) Crew is responsible for adhering to the company's SAFE certification communication plan and emergency response plan including any applicable check-in and check-out procedures.
- (d) Ministry personnel will direct crews daily as to objectives, locations, venting forecasts etc. Ministry personnel may supply crew with georeferenced maps and daily meeting times/locations. Ministry personnel will supply fuel (propane or burn mix) and additional drip torches/tiger torches as required.
- (e) Ministry personnel will be responsible for photographs and spatial recording of completed works unless otherwise determined in daily pre-work.
- (f) Ministry personnel will be responsible for burn registration numbers and any required information bulletins.

#### 4. Works Assignments

4.01 All work will be assigned by the Ministry Representative in the following manner:

- (a) Work will be assigned on the Hanceville Wildfire C50647 as per the "*HancevilleWorkingGroup*" map.
- (b) The works will be reviewed in the field by the "Crew" and the Ministry Representative, as required.
- (c) The "Crew" must immediately report to the Ministry Representative any problems or difficulties that may adversely affect the project process and/or project budget.
- (d) The "Crew" will maintain communication with the Ministry Representative regarding any operational change or concern which becomes evident during the course of operations.

Failure to commit to a work assignment within the time frames indicated will be regarded as an "Assignment Refusal". A valid justification for a refusal will be safety related or availability of operators and/or equipment and must be accepted by the Ministry Representative.

Where an invalid refusal occurs or a valid refusal occurs more than twice, the Province may, in its sole discretion, impose an assessment rate as agreed liquidated damages. The assessment rate imposed will be \$1,000.00 per "Assignment Refusal".

Continuous refusals can result in further corrective action.

#### 5. CONTRACT STANDARDS OF CONDUCT

5.01 The Contractor shall:



## SCHEDULE A

### SERVICES (Continued)

- (a) Document (detailed notes and photographs) any concerns from private land owners, and provide the land owner with the Manager of Wildfire Risk contact e-mail [BCWSClaims2019@gov.bc.ca](mailto:BCWSClaims2019@gov.bc.ca) for further information;
- (b) Only authorized Ministry personnel are permitted to answer questions from the public or post information and/or pictures of fire suppression activities to social media. If the Ministry becomes aware of a Contracted resource posting information and/or pictures about fire suppression activities or rehabilitation works to social media obtained while working for the Province, a Notice to Comply and/or Stop Work Order may be issued.
- (c) Document, where a private land owner may be hostile toward personnel, and report to the Ministry Representative within 24-hours. (If there is a threat made against personnel, withdraw to a safe location and contact the RCMP as soon as possible)

#### **6. VEHICLE OPERATION/SAFE ROAD USE**

- 6.01 Permission may be required by the Ministry to access and/or work in any areas under restrictions (i.e. backcountry or Off-Road Vehicle restriction). Proof of Permission must be carried by the Contractor at all times.
- 6.02 The Contractor shall ensure the use of any Off-Road Vehicles (ORV) on Crown Land, Forest Service Roads or crossing a public road is consistent with the new terms of the Off-Road Vehicle Act while conducting works under this contract.
- 6.03 The Contractor shall ensure that field data collection and implementation in no way interferes with fire control operations or logging/hauling operations unless there is an imminent safety issue.

#### **7. REMOVED**

#### **8. COMMUNICATION**

- 8.01 The Contractor is responsible for supplying a truck mounted mobile radio with local logging road channels installed. The local Resource Road Channel Maps will be provided by the Ministry Representative upon request.
- 8.02 Each driver using the posted radio frequencies shall, follow the instruction at the beginning of the road or, if instructions are not evident, announce their position and direction of travel and the road name/number on which they are travelling according to markers posted at one (1) kilometre intervals along the road. Information regarding resource roads can be found on the BC Forest Safety Council's website. The following link is current as of January 2016  
[http://www.bcforestsafe.org/files/tk\\_pdfs/gde\\_resrd.pdf](http://www.bcforestsafe.org/files/tk_pdfs/gde_resrd.pdf).
- 8.03 In addition to the requirement that radios be properly licensed, the Department of Communications (Canada) has four (4) main rules that will be observed:
  - (a) Radio equipment will not be deliberately operated so as to interfere with another station;
  - (b) Only transmissions concerned with operations are permitted; No discussion about official policy or personal matters are permitted;
  - (c) Transmissions are not to contain profane or obscene words;
  - (d) Information, other than from a public broadcast, will not be transmitted.

#### **9. Removed**

#### **10. DELIVERABLES**

- 10.01 The Contractor shall mitigate fire hazards identified by the Ministry representative as directed.
- 10.02 Any errors or omissions shall be corrected at the Contractor's expense.



SCHEDULE A

SERVICES (Continued)

**11 COMPLIANCE WITH LEGISLATION**

Where, by error or omission, the technical specifications in this contract conflict with the *Forest and Range Practices Act and Regulations*, *Forester's Act and Regulations* and the said Acts and Regulations, shall prevail.

**12 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 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.





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

## Schedule B – Contract Payment

File: 10005-40/ IM20RDC010

Attachment to the Agreement with Dechen Ventures Limited Partnership for Hanceville Fire Hazard Mitigation

### 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 in the table below during the Term when you are providing the Services.
- 1.02 The quantities stated in the table below 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 in the table below..

| Item No.         | Service                                | Unit of Measurement | Rate(s)<br><br>Excluding GST and PST as a taxable transaction charged to the Province | Estimated Quantities | Extended \$\$.¢¢ Amount<br><br>Excluding GST and PST as a taxable transaction charged to the Province<br>(Include cents to the two decimal place.) |
|------------------|--|---------------------|---|----------------------|--|
| 1                | 2 Person Burn Crew w required supplies | per 8.5 hr day      | \$1,100.00  |                      |  |
| 2                | ATV/Snowmobile                         | Per day             | \$75.00   |                      |  |
| 3                | Side by Side (UTV)                     | Per day             | \$125.00  |                      |  |
| 4                | Trailer                                | Per day             | \$75.00   |                      |  |
| Estimated Value: |  |                     |   |                      | \$35,000.00  |

\*Quantities are based on email submissions of rates by Dechen Limited Liability Partnership, Alkali Resource Management Ltd., and Cariboo Aboriginal Forestry Enterprises Ltd.

- 1.03 Rates are all found – no additional expenses or fees will be paid.
- 1.04 It is expected that the contractor adhere to 8.5 hour days including travel.
- 1.05 Travel Expenses are included in row 1 of table 1.02. No additional travel expenses will be included.



## SCHEDULE B

### CONTRACT PAYMENT

#### 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 (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed the total Estimated value Price in the Price Schedule (above) unless sufficient rationale is provided to the Ministry Representative prior to exceeding the estimated value.

#### 4. Submission of Statement of Account

4.01 In order to obtain payment for any fees under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us biweekly. Final invoice must be received on or before March 1, 2020.

| Start of Billing Cycle | End of Billing Cycle | Invoice Submission Due |
|------------------------|----------------------|------------------------|
| Oct. 19, 2019          | Nov. 1, 2019         | Nov. 6, 2019           |
| Nov. 2, 2019           | Nov. 15, 2019        | Nov. 20, 2019          |
| Etc.                   |                      |                        |

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; the project or fire number, work request number
- (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) 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);
- (d) 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:

(a) By Mail to:

Attention: Kyle Miller  
Cariboo Chilcotin Natural Resource District  
640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

or



## SCHEDULE B

### CONTRACT PAYMENT

(b) electronically submit invoice as follows:

1. Ensure that it is in electronic format by either scanning as a pdf file or making sure that it is an Excel (preferred) or Word document.
2. Create a new mail with the subject line in the following format:  
"COMPANY NAME - CONTRACT NO - INVOICE #"
3. Attach your invoice, invoice distribution form, and any other supporting documentation.
4. E-mail to: WildfireRehab.Cariboo@gov.bc.ca **ATTN: Kyle Miller.**
5. If you need confirmation that your invoice has been received, you will need to set up a "read receipt".





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

## Schedule C Insurance

File: 10005-40/ IM20RDC010

Attachment to the Agreement with Dechen Ventures Limited Partnership for Hanceville Fire Hazard Mitigation

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. 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.



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

## Schedule E SAFE - Certification Requirements

File: 10005-40/IM20RDC010

### Attachment to the Agreement with **Dechen Ventures Limited Partnership** for Hanceville Fire Hazard Mitigation

Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:

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

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

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

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s.13

Page 1 of 4 to/à Page 4 of 4

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