

Page 001 of 328 to/à Page 005 of 328

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s.16 ; s.21

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Page 007 of 328 to/à Page 012 of 328

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s.16 ; s.21

Page 013 of 328 to/à Page 014 of 328

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s.16

District Engineering Officer  
Chilliwack District  
604-702-5772

## 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:
- why it is not reasonable or cost-effective to go to competition; and,
  - why the contract is being modified; and,
  - why the particular contractor has been chosen; and
  - consideration has been given to fair and equitable access to government contracts.

### Notice of Intent to Direct Award (NRS1282) N/A

- ☐ 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

- ☐ N/A 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: 10005-40/EN19LMN313

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

Ministry: ☐ MIRR ☐ EMPR  
☐ AGRI ☒ FLNRORD  
☐ ECCS

Contract Manager (coordinator): Jeff Ladd

Full Legal Name of Contractor: SRRMC

Description of Service or Works: Consulting Services for Cultural Heritage Overview Assessments

### **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):

•

### **NEW DIRECT AWARD VALUE**

<b>Contract Value:</b> \$20000	<b>Term Start Date:</b> <u>June 11, 2018</u>	<b>End Date:</b> <u>March 31, 2019</u>
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### **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. 207 Direct Award - Under \$25,000

### **RATIONALE**

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

**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.

	<b>Revised Amount</b>	<b>% of Increase</b>	<b>Affected Term Date</b>	
Previous Modification	\$	%	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: _____
<b>Current Modification</b>	\$	%	Term Start Date: _____	End Date: _____
<b>TOTAL</b>	\$	%		

**ACCOUNT CODING FOR CURRENT MODIFICATION**

<b>LINE</b>	<b>DESCRIPTION (mandatory)</b>	<b>QUANTITY (Line value)</b>	<b>CHARGE ACCOUNT</b>				
			<b>Client</b>	<b>RC</b>	<b>Service Line</b>	<b>STOB</b>	<b>Project</b>
<b>1</b>	<b>Vedder FSR – Capital Project</b>	<b>\$5000</b>	<b>128</b>	71476	<b>40138</b>	<b>2000</b>	<b>71HA123</b>
<b>2</b>	<b>Base Budget</b>	<b>\$15000</b>	<b>120</b>	71629	<b>40819</b>	<b>7205</b>	<b>7100000</b>
<b>3</b>		\$					
<b>4</b>		\$					

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

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

<b>Description &amp; Location of Work</b>	<b>Contract Value</b>	<b>Contract Term Dates</b>	
	\$	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

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

\_\_\_\_\_  
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



## **FW: Vedder Direct Award Contract**

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From: Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: June 13, 2018 at 3:23:16 PM Pacific Daylight Time  
Received: June 13, 2018 at 3:23:19 PM Pacific Daylight Time  
Attachments: RE: proposal Vedder FSR, NRS1340 Approval for Direct Award Modification\_0.docx

Use Capital coding only

You will need to plug in some \$\$ in appropriate places in the FS1340

As noted in previous email I sent a note off to Cat, who should be back in the office tomorrow. You might need to follow up.

I will be in Boston Bar/Nahatlatch for most of the day, might not get back in time.

Also working on a high priority project for Mike P, so please continue on as best you can. I'll be available for a few minutes on Friday.

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

From: Gonzalez, Ana Maria FLNR:EX  
Sent: Tuesday, June 12, 2018 5:03 PM  
To: Ladd, Jeff R FLNR:EX  
Subject: RE: Vedder Direct Award Contract

Jeff,

Could you please confirm if only the Capital Project code will be used for the contract? I attached the NRS1340 for your input.

I have not received any response from Cat in terms of the WorkSafe BC nor the BC Registry numbers. How would you like me to proceed with this matter?

I will works on the documents tomorrow under your direction.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: AnaMaria.Gonzalez@gov.bc.ca

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

From: Ladd, Jeff R FLNR:EX  
Sent: Tuesday, June 12, 2018 12:58 PM  
To: Gonzalez, Ana Maria FLNR:EX  
Subject: Vedder Direct Award Contract

Please proceed with the direct award contract on Vedder to Sto:lo for the FULL amount, not the shorter version that only included the several points of interest. Discussing with Gino this morning we do not want to get held up again if due to unforeseen circumstances we must go into the cut slope or disturb additional soil. By doing the whole road being constructed we will ensure work can continue regardless.

Jeff Ladd, RFT  
District Engineering Officer  
Chilliwack District  
604-702-5772

## RE: proposal Vedder FSR

---

From: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
To: Charman, Catharine FLNR:EX  
Sent: June 11, 2018 at 12:16:40 PM Pacific Daylight Time  
Received: June 11, 2018 at 12:16:42 PM Pacific Daylight Time  
Attachments: image002.jpg, image001.png, image004.jpg, BCRegistry\_WorkSafeBC.pdf

Hi Cat,

Attached you will find copies of the BC Online Registry and WorkSafe BC reports. Would you be able to share this information with Cara and ask her if SRRMC work under one of the entities identified in both reports?

Note: I just found this morning that the map I sent to Gino did not have the proper title. I thought that I changed on my layout and saved it properly but I didn't. Please accept my apologies for the confusion.

Thanks for your help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Charman, Catharine FLNR:EX  
**Sent:** Monday, June 11, 2018 11:57 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: proposal Vedder FSR

Hi,

Cara said that she doesn't believe they have a work safe number but she will check. She also mentioned that they have OHS program for their department.

Cat

---



**CATHARINE CHARMAN, RPF**

ADVISOR, FIRST NATIONS RELATIONS / STEWARDSHIP FORESTER  
FLNRORD, CHILLIWACK BC  
PHONE : (604) 702-5718 FAX: (604) 702-5711

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**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Thursday, June 7, 2018 2:49 PM  
**To:** Charman, Catharine FLNR:EX  
**Subject:** FW: proposal Vedder FSR

Cat,

As I mentioned to you this morning, Engineering is putting together a contract for SRRMC in order for us to be able to pay their professional works on Vedder and any of their services we may require in the future.

I am looking for their WorkSafe BC number but I am not sure if it would be appropriate for me to give them a call or if it would be better if you gather that information. I did a search on WorkSafe BC website but did not get any results and maybe it's because I didn't use the proper name for the search.

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Charman, Catharine FLNR:EX  
**Sent:** Wednesday, June 6, 2018 10:39 AM  
**To:** Ladd, Jeff R FLNR:EX; Gonzalez, Ana Maria FLNR:EX  
**Cc:** Dayton, Randall FLNR:EX  
**Subject:** FW: proposal Vedder FSR

Hi Jeff,

I received clarification from Damodar too on the reasons for their cost:

"The meetings included in the quote are our in-house board or executive meetings where the chiefs representing seven communities and operations manager discuss CHOA/CHIA results and provide directions to the staff for management. These are not future meetings which I don't anticipate having. Our quote also includes staff time for review of assessments and briefing to the leadership."

Cat



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**CATHARINE CHARMAN, RPF**

ADVISOR, FIRST NATIONS RELATIONS / STEWARDSHIP FORESTER  
FLNRORD, CHILLIWACK BC  
PHONE : (604) 702-5718 FAX: (604) 702-5711

---

**From:** Cara Brendzy [mailto:Cara.Brendzy@stolonation.bc.ca]

**Sent:** Wednesday, June 6, 2018 10:35 AM

**To:** Charman, Catharine FLNR:EX

**Cc:** Ladd, Jeff R FLNR:EX

**Subject:** RE: proposal Vedder FSR

Hi Cat,

Here is version 2 of the proposal. Please let me know if you have any questions.

Take care,

Cara

---

**From:** Charman, Catharine FLNR:EX

**Sent:** Monday, June 04, 2018 9:30 AM

**To:** Cara Brendzy

**Subject:** RE: proposal Vedder FSR

Hi Cara,

Sorry for the delay in this. Engineering is trying to get cost approval for this and they are putting together more info for you. Once I receive word I will touch base with you again.

Thanks,

Cat



---

**CATHARINE CHARMAN, RPF**

ADVISOR, FIRST NATIONS RELATIONS / STEWARDSHIP FORESTER  
FLNRORD, CHILLIWACK BC  
PHONE : (604) 702-5718 FAX: (604) 702-5711

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**From:** Cara Brendzy [mailto:Cara.Brendzy@stolonation.bc.ca]

**Sent:** Thursday, May 24, 2018 12:59 PM

**To:** Charman, Catharine FLNR:EX

**Subject:** proposal Vedder FSR

Hi Cat,

Here is the proposal for the CHOA. Would you be able to provide more details including a map of the proposed works?

Thank you,

Cara

---

**Cara Brendzy B.A., B.App.GIS, RPCA | Project Archaeologist**

Stó:lō Research and Resource Management Centre

10-7201 Vedder Road, Chilliwack, BC V2R 4G5 (p) 604.824-2420 / (d) 604.824-5107 (c) 604.791.1982 / (f) 604.824.0278

[cara.brendzy@stolonation.bc.ca](mailto:cara.brendzy@stolonation.bc.ca) | [www.srrmcentre.com](http://www.srrmcentre.com)

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Page 025 of 328 to/à Page 026 of 328

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## FW: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

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From: Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
To: AnaMaria.Gonzalez@gov.bc.ca, Gonzalez, Ana Maria FLNR:EX  
Sent: June 14, 2018 at 12:38:43 PM Pacific Daylight Time  
Received: June 14, 2018 at 12:45:11 PM Pacific Daylight Time  
Attachments: BCRegistry\_WorkSafeBC.pdf, CHOA proposal \_603826.pdf, image001.jpg

Hi Ana Maria,  
The worksafe doc you sent was blank.  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Thursday, June 14, 2018 10:46 AM  
**To:** Cara Brendzy  
**Cc:** Ladd, Jeff R FLNR:EX ; Dayton, Randall FLNR:EX  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Hello Cara,

Attached you will find copies of the BC Registry Services and WorkSafe BC search results. I highlighted the names that have both BC Registry and WorkSafe BC numbers.

Would you kindly let me know which organization the SRRMC works under? I will use that name to prepare the contract documents for the Cultural Heritage Overview Assessment on Vedder FSR. The contract value will be as per the cost estimates specified in your letter dated May 24, 2018.

I really appreciate your time and help. Do not hesitate to contact me if you have further questions.

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

Page 028 of 328 to/à Page 031 of 328

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Page 032 of 328

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s.16



## RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

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From: Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: June 15, 2018 at 1:46:27 PM Pacific Daylight Time  
Received: June 15, 2018 at 1:46:43 PM Pacific Daylight Time  
Attachments: image001.jpg

See below

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**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Friday, June 15, 2018 1:44 PM  
**To:** Cara Brendzy  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Cara,

Would you kindly provide me with the key personnel's role for the names listed below?

Cara Brendzy - ARCHAEOLOGIST

Lisa Dojack - ARCHAEOLOGIST

Anna Baran - Archaeologist

Mariko Adams - ARCHAEOLOGIST

Yvette John – Archaeology Assistant

Teresa John Archaeology Assistant

August John Archaeology Assistant

Ashley Reid Archaeology Assistant

I appreciate your time and prompt response.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, June 15, 2018 1:34 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Thank you for the contact Ana Maria.

Correct there is just the SHIP permit.

Key Personnel that may work on the Project:

Cara Brendzy -

Lisa Dojack

Anna Baran

Mariko Adams

Yvette John

Teresa John

August John

Ashley Reid

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, June 15, 2018 1:30 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Hello Cara,

Because the contract cannot be issued to SRRMC as it is not a legal entity, the contract must be issued to Sto:lo Nation; therefore, the person who signs the contract must be authorized by Sto:lo Nation to sign it on their behalf.

Below you will find with the District Manager contact info:

Mike Peters

Ph.: 604-702-5781

Email: [Mike.Peters@gov.bc.ca](mailto:Mike.Peters@gov.bc.ca)

On another note, I would like to confirm with you two more items for the contract:

- Only one permit is required (Sto:lo Heritage Investigation Permit) and the permit application fee is for that specific permit; is that correct?
- Key Personnel Info: Could you please provide me with the names for the Project Archaeologist and for the Archaeologist Assistant? I will include their names as part of the Key Personnel section.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Friday, June 15, 2018 11:42 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Hi Ana Maria,

I just contacted Dave to see if he has the documentation you are requested. Dave is requesting the contact info for your District Manager. s.16

s.16

Thank you,

Cara

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Friday, June 15, 2018 10:15 AM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Good Morning Cara,

I wanted to give you an update about the contract for the Cultural Heritage Overview Assessment on Vedder FSR.

The FLNRO S.A.F.E policy identifies *archaeological assessment field work* as specialized areas of work where companies and firms are exempt. So SAFE Certification won't be a mandatory part of the contract.

In terms of the signatory, because Dr. Dave Schaepe's name is not listed in the BC Society Summary - Director Information Section for the Sto:lo Society we require a copy of a document where the Sto:lo Nation authorizes Dr. Schaepe to sign on their behalf. Would you kindly provide me with a copy so I can add it as part of the supporting documents for the contract?

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Thursday, June 14, 2018 1:43 PM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Hi Ana Maria,

Dr. Dave Schaepe is the SRRMC director and is our signatory.

Take care,

Cara

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Thursday, June 14, 2018 1:24 PM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)

Cara,

Attached you will find the BC Registries and Online Services Report showing the Directors information. Would you kindly confirm which of the Directors will be the Authorized Signatory for the contract?

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Thursday, June 14, 2018 1:05 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)  
Hi Ana Maria,  
We are a department within the Sto:lo Nation. 356466  
Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, June 14, 2018 10:46 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Ladd, Jeff R FLNR:EX <[Jeff.Ladd@gov.bc.ca](mailto:Jeff.Ladd@gov.bc.ca)>; Dayton, Randall FLNR:EX <[Randall.Dayton@gov.bc.ca](mailto:Randall.Dayton@gov.bc.ca)>  
**Subject:** RE: Cultural Heritage Overview Assessment - Vedder Mountain FSR realignment (603826)  
Hello Cara,  
Attached you will find copies of the BC Registry Services and WorkSafe BC search results. I highlighted the names that have both BC Registry and WorkSafe BC numbers.  
Would you kindly let me know which organization the SRRMC works under? I will use that name to prepare the contract documents for the Cultural Heritage Overview Assessment on Vedder FSR. The contract value will be as per the cost estimates specified in your letter dated May 24, 2018.  
I really appreciate your time and help. Do not hesitate to contact me if you have further questions.  
Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

Page 036 of 328 to/à Page 039 of 328

Withheld pursuant to/removed as

s.16 ; s.21



## Schedule A - Services

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

### 1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- a) Archaeological fieldwork assessment
- b) GIS analysis (mapping and graphics)
- c) Archival/research services
- d) Procurement of Sto:lo Heritage Investigation Permit

1.02 Outcomes:

- (a) Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

***Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km***

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved

### 2. KEY PERSONNEL

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

(a) Archaeologists:

- Cara Brendzy
- Lisa Dojack
- Anna Baran
- Mariko Adams

(b) Archaeologist Assistants:

- Yvette John
- Teresa John
- August John
- Ashley Reid

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



## Schedule B – Contract Payment

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

### 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
Permit Application	DAY	0.25	\$700.00	\$175.00
Fieldwork – Project Archaeologist	DAY	1	\$700.00	\$700.00
Fieldwork – Archaeologist Assistant	DAY	1	\$500.00	\$500.00
GIS Analyst	DAY	0.5	\$700.00	\$350.00
Reporting	DAY	1.5	\$700.00	\$1,050.00
Archival/Research	DAY	0.25	\$700.00	\$175.00
Ts'elxweyeqyw Tribe fee	Flat rate	1	\$952.87	\$952.87
Sto:lo Heritage Investigation Permit	Flat rate	1	\$250.00	\$250.00
Vehicle fee	Flat rate	1	\$150.00	\$250.00
Report Materials	Flat rate	1	\$25.00	\$25.00
Administrative fee	%	10	-----	\$437.79

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$4,815.66** without the **prior written** approval of the Ministry Representative

### 2. Expenses

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.

## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$4,815.66**.

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn: Ana Maria Gonzalez



## Schedule C Safety Conditions

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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.



File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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 (*activity taking place during fire season*)
  - ☐ \$500,000 (*activity taking place outside of fire season*)
  - ☒ Not applicable (*activity not taking place in forested areas or where the activity does not include potential of sparks from welders, chainsaws, or hot exhaust, etc.*)
- 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 million per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.

**d) Aviation Liability** *N/A*

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

liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:

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

Such insurance shall include a cross liability clause.

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

Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50,000, per occurrence.

Where applicable, such policy will also include coverage for unmanned aerial vehicles (UAV) in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. Where this Agreement is for UAV services only, the requirement for Commercial General Liability insurance may be waived at the discretion of the Province.

Where this Agreement is for air transportation services only, the requirement for Commercial General Liability insurance may be waived at the discretion of the Province.

**e) Watercraft Liability *N/A***

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

- i) \$2 million for contractor's own operations and float homes; or
- ii) \$5 million for ferry services, water taxi, floating lodges and any towing operation.

Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, 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

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

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

**f) Property Insurance *N/A***

Where property owned by the Province is in the care, custody, use, and control of the Contractor including, if applicable, property in transit, Property Insurance in an amount not less than the full replacement cost for any such property.

Such insurance shall include:

- i) the Province as a named insured as its interest may appear; and

ii) include a waiver of subrogation in favour of the Province.

**g) All-risk Property Insurance *N/A***

All-risk Property insurance in an amount sufficient to replace the Contractor's equipment, including the perils of earthquake and flood, including where applicable coverage for the Contractor's computer and electronic equipment, and data and programmes on computer media, that if lost or damaged would impair the Contractor's ability to perform the Services.

Such insurance shall include a waiver of subrogation in favour of the Province.

**h) Motor Truck Cargo Insurance *N/A***

Motor Truck Cargo Insurance in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time per vehicle transporting property owned or controlled by the Province in the care, custody or control of the Contractor.

The Province is to be a named insured as its interest may appear.



**Natural Resource  
Ministries**

## Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: File: 01070-20/CS19LMN313	THIS AGREEMENT DATED FOR REFERENCE THE 18th DAY OF JUNE, 2018.
FOR: CULTURAL HERITAGE OVERVIEW ASSESSMENT – VEDDER FSR ( 0 - 5.9 KM) The "Activity / Treatment" and the "Work Location"	

**BETWEEN:**

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

**Chilliwack Forest District  
46360 Airport Road, Chilliwack, BC, V2P 1A5**

**Phone Number: (604) 702-5701 FAX Number: (604) 702-5711  
Ministry Representative: Ana Maria Gonzalez  
E-mail Address: AnaMaria.Gonzalez@gov.bc.ca**

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

**AND:**

**Sto:lo Nation Society  
7201 Vedder Road, V2R 4G5**

**Phone Number: (604) 824-2420 FAX Number: (604) 824-0278  
E-mail Address: Dave.Schaepe@stolonation.bc.ca  
Contractor Representative: Dave Schaepe  
Business Number: S0034056  
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.
- 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 June 18, 2018, identified as Agreement Number GS19LMN313 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 June 18, 2018 to September 30, 2018 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 by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation)
(Authorized Ministry Contract Officer/Expense Authority) Printed Name	(Prime Contractor or Authorized Signatory) Printed Name
Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__

# PROCUREMENT PLANNING CONTROL CHECKLIST

Contract File No: 01070-20/CS19LMN313

## References:

- Financial Services Contract Procurement Website
- Core Policy and Procedures Manual - Chapter 6
- Financial Services Procurement Forms Index
- Guidelines for Environmentally Responsible Procurement

## PROCUREMENT POLICY / DIRECTION

- ☒ Authority and funding must be in place prior to solicitation
- ☒ Unless exempted, contracts are competitively awarded using fair access (open, fair, unbiased, & equitable)
- ☒ Contract has not been split in order to avoid policy and/or approval limits
- ☒ Privacy Impact Assessments (PIA) completed for all new initiatives or changes to existing programs, systems, or legislation to determine if personal information will be collected, used and/or disclosed. At a minimum Section I must be completed and sent to Shared Services BC with copy placed on the contract file. If you are unsure PIA needed, review Privacy Impact Assessment Process (PIA). Note: if the contract contains the provisions for collecting, using and/or disclosing personal information, attach Privacy Protection Schedule to contract.
- ☒ Will not contravene trade agreements
- ☐ N/A A service contract >\$100k must have cost / benefit justification comparing the cost of contracting vs. in-house for service contract where in-house is a feasible option (see Core Policy and Procedures Manual)
- ☐ N/A A service contract greater than \$250k must be vetted through CSNR-FSB for Legal Service's approval unless using an approved contract template
- ☐ N/A Must use existing Corporate Supply Arrangements (CSA)
- ☐ N/A Goods >\$5k that cannot be met through a CSA must be directed to Shared Services BC
- ☐ N/A Information Mgmt/Tech. contracts require the following:
  - ☐ valued \$100k to \$500k = requires review by Shared Services BC before soliciting
  - ☐ >\$500k or Joint Solutions Procurement = must be purchased through Shared Services BC
- ☒ Non-standard agreements, including the use of a contractor's form (exceptional circumstances only), must be vetted through Contract Policy Support section for Legal Service's approval
- ☒ Will not jeopardize public safety
- ☒ Will not result in the contractor occupying an on-going organization position
- ☒ Will not acquire a work/service available through a central government agency
- ☒ Will not create an employer/employee relationship
- ☒ Where funds will acquire assets under a contract, identify the assets, ministry ownership, who is responsible for maintenance, their purpose, and the funding source
- ☒ Will not provide gov't assets to contractors or fund a contractor's asset acquisition where doing so could be viewed as a business subsidy or create an employer/employee relationship.
- ☒ Will not pay for a contractor's tuition fees, or other training fees
- ☒ Will not contract out services if there are adequate in-house resources (unless cost effective and does not contravene a collective agreement)
- ☒ Works/services are specific to one project
- ☒ A supplier monopoly will not be created
- ☒ All contracts must be in writing on a Legal Services approved form of agreement (all CSNR agreements are approved)
- ☒ Indemnity of the contractor by the Province must be vetted through CSNR-FSB for Ministry of Finance approval
- ☒ All contracts must be signed prior to the commencement of the work - verbal contracts and amendments are not permitted
- ☒ Procurement staff exposed to actual, perceived or potential conflicts of interest must disclose to supervisor
- ☒ Procurement staff must not be involved in contract decisions where a direct relative involved
- ☐ N/A A competitively tendered contract is permitted under the following if there is no actual, potential, or perception of a conflict of interest:
  - ☐ an employee on lay-off and recall status; or
  - ☐ a former employee (past their severance pay time-period or no longer on payroll); or
  - ☐ a retired employee not on pre-retirement leave or otherwise still on payroll but no longer on the job; or
  - ☐ a retired employee under an early retirement pkg. who is not within the period of exclusion from gov't contract work specified in the pkg.
- ☒ Should not be awarded to a regular or auxiliary status ministry or gov't employee without contacting a Procurement Specialist
- ☒ All contracts must ensure copyright and ownership of all produced material and waiver of moral rights (as required) belongs to the Province
- ☒ Will not delegate responsibility for decisions that are the responsibility of the ministry (EA and QR must be employees, not contractors).
- ☒ Does not permit contractor to direct bill expenses to the Ministry (SPECIAL NOTE: for aviation services, contact a Procurement Specialist)
- ☐ N/A Contractor's expenses are reimbursed at Group I rates (Group II or III under exceptional circumstances)
- ☒ All contracts shall have a ceiling price or, if that is not possible, the ministry shall control the number of units
- ☒ Contracts do not include a cost overrun clause
- ☒ Contract payment will be based on preset deliverables, outputs or milestones that performance will be monitored against (payment schedule matches services being performed)

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**DEFINE THE CONTRACT AND ITS SCOPE - SEE ATTACHED APPENDIX A**

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**MINISTRY COST ESTIMATE & FUNDING - SEE ATTACHED APPENDIX B**

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**PERMITS, LICENCES, PROFESSIONAL APPROVALS, ETC. (SPECIFY)**

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1. To be obtained by the ministry:

- (a) \_\_\_\_\_ (b) \_\_\_\_\_  
 (c) \_\_\_\_\_ (d) \_\_\_\_\_

2. To be obtained by the contractor:

- (a) Storlo Heritage Investigation Permit (b) \_\_\_\_\_  
 (c) \_\_\_\_\_ (d) \_\_\_\_\_

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**BIDDER ELIGIBILITY AND MANDATORY REQUIREMENTS**

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Use Tender Package Checklist or Request for Proposal to detail the following:

- ☐ N/A Bidder eligibility/proponent qualifications, including Key Personnel  
☐ N/A Requirement for a mandatory site view or information/proponent meeting (not both)

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**RISK MANAGEMENT**

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Bid Security

- ☐ Risk analysis completed  
☒ Security N/A  
☐ Mandatory 10% for Works% or \$ \_\_\_\_\_  
☐ Stipulate **bonding only** (cash not permitted) w/NRS625 Major Works:  
     ☐ to ensure no project delay  
     ☐ to ensure the most reputable and experienced firms are eligible to bid (*not generally recommended*)  
     ☐ *performance* bond has been stipulated as the only acceptable form of security (see below)

Risk +	Values at Risk		= Bid Security
Time between contract award and project start	Value of contract	Potential for related losses outside the contract	
Low (>1 month)	Low (<\$25,000)	Low (<\$25,000)	No
	Med (\$25-150,000)	Med (\$25-50,000)	No
	High (>\$150,000)	High (>\$50,000)	No
Med (>2 wks <1 mo.)	Low (<\$25,000)	Low (<\$25,000)	No
	Med (\$25-150,000)	Med (\$25-50,000)	No
	High (>\$150,000)	High (>\$50,000)	No
High (<2 weeks)	Low (<\$25,000)	Low (<\$25,000)	No
	Med (\$25-150,000)	Med (\$25-50,000)	Yes
	High (>\$150,000)	High (>\$50,000)	Yes

Performance Security

- ☐ Risk analysis completed  
☒ N/A  
☐ 10% from contract payments (*suitable when risk of loss is greatest at end of contract and can be off-set by accumulated funds*)  
☐ Mandatory 10% for Works% of the contract value  
☐ Stipulate **bonding only** (cash not permitted) (*Not applicable when using the FS623 Major Works*):  
     ☐ a **bid** bond has been stipulated as the sole form of security  
     ☐ pre-contract estimate of \$250,000 or more  
     ☐ warranty required and bonding is preferable to a cash warranty holdback  
     ☐ labour and material payment bond has been required  
     ☐ project risks significant and protection to 50% of the contract value desired

Risks+			Values at Risk		=Performance Security	
Difficulty of the Project	Access difficulty and remoteness of the project	Contractor experience requirements in the tender package	Value of the contract	Potential for related losses	Performance Bond	Other acceptable security
Low  (not difficult)	Low  (good road access)	Low  (good experience)	Low (<\$25,000)	Low (, \$25,000)	No	No
			Medium (\$25,000-150,000)	Medium (\$25,000-50,000)	No	No
			High (>150,000)	High (>\$50,000)	No	No
Medium  (some difficult)	Medium  (some difficulty but not remote)	Medium  (limited experience)	Low (<\$25,000)	Low (, \$25,000)	No	No
			Medium (\$25,000-150,000)	Medium (\$25,000-50,000)	Yes - 50%	Yes - 10%
			High (>150,000)	High (>\$50,000)	Yes - 50%	Yes - 10%
High  (very difficult)	High  (only air/water access to remote locations)	High  (no experience)	Low (<\$25,000)	Low (, \$25,000)	No	No
			Medium (\$25,000-150,000)	Medium (\$25,000-50,000)	Yes - 50%	Yes - 10%
			High (>150,000)	High (>\$50,000)	Yes - 50%	Yes 10-25%
						(up to 25% if two or more risks and both consequences apply)

#### Labour and Material Payment Bond

☒ N/A

☐ Major Works = standard clause in agreement

☐ Minor Works = use Major Works agreement form

#### Indemnification Clause

☒ Insert the special Consulting Professionals Indemnification Clause into the Services Schedule (typically Schedule A) or Additional Terms Schedule **ONLY** if the work to be **performed must** be done by one of the indicated consulting professionals

#### Insurance

Contracts shall require liability and/or property insurance where recommended or as determined by program manuals or through risk analysis (see also supplementary Insurance Requirement Matrix).

☒ Risk analysis completed

☐ N/A

☒ Insurance is required in the following forms:

☒ Commercial General Liability (CGL) (mandatory for major works):

#### Optional requirements added to the CGL based on risk analysis:

Forest Fire-Fighting: ☐ services w/i fire season ☐ services outside fire season ☒ N/A

Sudden & Accidental Pollution: ☐ \$250K ☐ \$500K ☐ \$1 mil ☒ N/A

☒ Professional Liability (Errors & Omissions): ☐ Option #1 ☐ Option #2 ☐ Option #3

☒ Automobile Liability, includes off road vehicles (mandatory for major works)

☐ Aviation Liability (may include use of drones)

☐ Watercraft Liability with: ☐ Accidental Pollution at ☐ \$250K ☐ \$500K ☐ \$1 million ☐ N/A

☐ Builder's All-risk (construction contracts)

☐ Contractor's Construction Equipment (major works)

☐ Property (ministry owned in contractor's care/custody)

☐ All-Risk Property: ☐ Option #1 ☐ Option #2

☐ Motor Truck Cargo Liability (for stand-alone contracts exclusively for transportation of ministry property)

☐ Environmental Impairment Liability (significant or potential risk of gradual contaminants)

☐ Contractor's Pollution Liability Insurance [works contracts - hazardous material clean-up, removal and/or containment, transporting and disposal (e.g., asbestos or lead from demolition)]

☐ Employee Dishonesty in the amount of \$\_\_\_\_\_ (min \$5K & up to \$100K) (employees of security or janitorial)

☐ Personal Liability (use of private land or non-commercial land or improvements)

Liquidated Damages Clauses

- ☐ Risk analysis completed  
☒ N/A  
☐ Insert liquidated damages clause

Warranties and Guarantees

- ☒ N/A  
☐ Two months (software development)  
☐ One year (buildings, bridges, manufactured product, or software)  
☐ Two years (buildings, bridges, road constr. or improvement work) (n/a on FS623 Major Works)

Warranty will be guaranteed by:

- ☐ performance bond (preferred – applicable to construction contracts only, but **not** for road construction)  
☐ maintenance bond (applicable to construction contracts only, but **not** for road construction).  
☐ performance holdback

Third Party Claim Holdbacks

- ☒ N/A  
☐ 10% for major and minor works retained for 55 days  
☐ 10% for operational & general services retained for 40 days

WorkSafe BC

Do not accept private liability insurance coverage as an alternative to WorkSafe BC coverage.

- ☒ Independent coverage required, including Personal Optional Protection

In **EXCEPTIONAL CIRCUMSTANCES** you may set aside requirement for contractor to have WorkSafe BC Coverage:

- ☐ Risk analysis completed  
☐ Higher level expense authority approval obtained and on the contract file  
☐ Insert optional clause to set aside coverage  
Contractor must be provided with:  
☐ Adequate supervision and job instructions (including reporting accidents/injuries, unsafe conditions, and compliance with WHMIS regulations)  
☐ Safety training  
☐ Written safe work procedures for the type of work hazards exposed to  
☐ Personal protective equipment, where required by the Occupational Health and Safety Regulations  
☐ First aid training/equipment as required by the Occupational First Aid Regulations  
Ministry must ensure:  
☐ Only authorized, adequately trained persons operate machinery and equipment  
☐ Contractor understands its responsibility to refuse to do work/service which is an undue hazard  
☐ Copies of WorkSafe BC regulations are available

Prime Contractor

Ministry contracts contain a standard clause allowing the ministry to designate a Prime Contractor as and when needed and for the execution of the Prime Contractor Agreement, which is always attached to the contract but only executed when and if it comes into effect.

- ☒ Successful Bidder will be designated as the Prime Contractor - retain optional clause in *Information to Bidders*

Notice of Project

- ☒ Contractor is to submit the notice to WSBC  
☐ Notify Contractor in writing the ministry will submit the notice (see *Clause 1.01 - Safety Conditions Schedule*)

Conflict of Interest

- ☒ Real, potential, or perceived conflict of interest has been considered and is not an issue  
☒ Evaluation team members, including contracted members, complete an Evaluation Member Conflict of Interest Statutory Declaration

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**DETERMINE THE PROCUREMENT METHOD**

- ☐ Invitation to Tender (ITT)

- ☒ Invitation to Quote (ITQ)

Use w/select or direct invitation **ONLY**. Same as ITT but less formal; more risk to the ministry. Can be used instead of the ITT **only** if:

- ☒ <\$25K; or ☐ >\$25K, low risk & approval of the higher level expense authority is on file; and  
☐ Trade agreements are not applicable

Guideline

- ☐ **Verbal** [0-\$5000 simple - (guide only)] = **NRS1363**
- ☐ **Letter** format sample [(+\$5000 - \$15000 - (guide only))] = **NRS1290**
- ☐ **Package** method [(+\$15000 - \$25000 more complicated - (guide only))] = **NRS1291**

☐ **Request for Proposal (RFP)**

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**DETERMINE THE NOTIFICATION METHOD**

☐ **Open Invitation**

- ☐ Trade Agreement threshold
- ☐ 51% or greater is for hardware and/or software and the value of the contract is \$10K or greater
- ☐ Optionally advertise in Journal of Commerce for construction contracts >\$100K
- ☐ Optionally advertise in local newsprint (MUST use Government Communications and Public Engagement)

☐ **Select Invitation**

☐ **Establish a Select List of Prequalified Vendors**

- ☐ Advertisement method
- ☐ Package method

Contract is trade agreement applicable

- ☐ Eligibility list was established within the last **12 months**
- ☐ **All** contractors on the list must be invited to bid.

Contract is Multiple Year

- ☐ Eligibility list was established within the last **12 months**
- ☐ **All** contractors on the list must be invited to bid.

Recurring Activity not trade agreement applicable

- ☐ Eligibility list is still valid (maximum 3 years)
- ☐ There are six or more names on the list - invite no fewer than three (if possible) rotationally drawn.
- ☐ There is fewer than six names on the list - invite **all** to bid

☒ **Direct Award**

☐ Notice of Intent to Direct Award is required:

- ☐ Advertise on BC Bid \_\_\_\_\_ days (minimum 8, longer if increased value, complexity or terms)
- ☐ Send to contractors on the established select list

☒ Direct award justification & approval documented

- ☐ If re-awarding a contract without competitive process for the same or similar work, to the same contractor, within three months of the completion/expiry of the previous contract, higher approval levels must be obtained as though it were an amendment to the original contract but a new contract must be entered into. Note: *This does not mean using a contract amendment; it is still a new contract but will be reported on as a repeated direct award.*

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**DETERMINE THE FORM OF CONTRACT AND ITS DURATION**

**Form of Contract**

- ☐ Local Minor Works/Services Contract
- ☐ Major Works and Minor Works Agreements
- ☐ Operational Services Contract
- ☒ Consulting Services and General Services Agreements
- ☐ Equipment Rental Agreements

**Supplementary Schedules/Attachments**

- ☐ Privacy Protection Schedule
- ☐ Security Schedule
- ☐ Information Technology and Management Consulting Services – Additional Terms
- ☐ Contractor Device Agreement
- ☐ BC Public University Research Schedule – Additional Terms
- ☒ BC Public University Employee/Researcher Confidentiality Agreement
- ☒ Safety Conditions Schedule
- ☒ Prime Contractor Agreement
- ☐ N/A SAFE Certification Requirements Schedule. (*see attached FLNRO SAFE Policy – Appendix A*)
- ☐ Camp Standards Schedule
- ☐ Subcontracting Terms and Conditions Schedule
- ☐ Project maps, plans, drawings, guidebooks, work samples, forms to be submitted by contractor, software licensing agreements, performance standards, etc.

***Optional Clauses***

- ☐ Dispute Resolution
- ☐ Event of Force Majeure (Acts of God) or other cause beyond the Contractor's Control
- ☐ Exemption to Specified Equipment
- ☒ Key Personnel
- ☐ Order of Precedence (potential for conflict between documents)
- ☐ Ownership of Ministry Loaned Property
- ☐ Proof of Insurance for Health Care, Schools, University/College And Institute Protection Programs
- ☐ Protection of the Province's Property
- ☐ Security Services Licencing

**Duration of the Contract**

- ☒ Standard Term
- ☐ Option to Renew Contracts
- ☐ Locked in Multiyear: ☐ Two years    ☐ Three years    ☐ Four years    ☐ Five years

(NOTE: advertisement must contain notice of being multi-year or option-to-renew)



## APPENDIX A - DEFINING THE CONTRACT AND ITS SCOPE

Project/Contract File No: 01070-20/CS19LMN313

1. Type of activity: Archaeological Services for Cultural Heritage Overview Assessment
2. Amount of work: one (1) day of fieldwork for Archaeologist and Archaeologist assistant, half day (0.5) of GIS analysis and mapping, one day and half (1.5) for Archaeologist reports and half day (0.5) for permit application and archival/research services.
3. Location of work: Vedder FSR from 0 km to 5.9 km
4. Constraints/Access:
  - (a) High traffic volume of recreational use
  - (b) Works within fire season
  - (c) On-going road maintenance works in the area
  - (d) \_\_\_\_\_
5. Risks/Known Hazards (for insertion into the NRS1295):
  - (a) Wildlife habitat areas, community watersheds, rural residences, Cultus Lake Park
  - (b) Very active mountain bike and hiking trail network
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
6. Critical success factors:
  - (a) Good communication with Ministry representative who is in charge of supervising the on-going road maintenance works
  - (b) Good communication with Ministry road maintenance contractor
7. Duration of the Contract: term start: June 18, 2018 term end: September 30, 2018
8. Payment schedule: By completion of works as determined per Schedule B
9. Resource needs: Provided by contractor: Project Archaeologist, Archaeologist assistant, GIS analyst, librarian and archivist, vehicle, report materials and required permits (Sto:lo Heritage Investigation and Project archaeologist)
10. Monitoring requirements: weekly communication with Ministry staff/project supervisor.
11. Communication procedures: phone communications, email correspondence, face to face meetings.
12. Contract Manager/Representative will be: Ana Maria Gonzalez
13. Tender closing date and time: Not Applicable. This is a Direct Award contract.

### PROJECT SCOPE

14. Why the contract is needed and who benefits. Establish project's objectives/outcomes (information for Information to Bidders or RFP):  
The Engineering Department is carrying out a Capital road maintenance project on Vedder FSR from 0 km to 5.6 km. The on-going works are for upgrading the road up to 5.6km where a future Recreation Sites and Trail campsite will be built. On May 8, 2018, a field site visit including Ministry staff and the

PPRO concluded that a Cultural Heritage Overview Assessment (CHOA) must be completed. The assessment will identify areas with subsurface archaeological potential within the maintenance works area and to provide with recommendation of mitigation measures. The Sto:lo Research and Resource Management Centre who will carry out the CHOA works directly with the Sto:lo Nation and has unique knowledge and access to information of the works area that is not available to other outside contractors. The CHOA is critical to the successful completion of the Capital road maintenance project.

What - expected deliverables / outputs. Establish project risks:

The Cultural Heritage Overview Assessment (CHOA) will include a desktop overview of documented archaeological and cultural resources in the work area, and preliminary field reconnaissance to identify areas with subsurface archaeological potential.

15. **How** – specific, time-bounded performance standards and measures (all services to be performed must be specific, measurable, attainable, results-based, and time-bounded = S.M.A.R.T.):  
One (1) day of fieldwork for Archaeologist and Archaeologist assistant, half day (0.5) of GIS analysis and mapping, one day and half (1.5) for Archaeologist reports and half day (0.5) for permit application and archival/research services.
16. **When** - project milestones/delivery:  
From June 18, 2018 to September 30, 2018.
17. **Who** –stakeholders, landowners, key personnel, etc., impacts to be considered:  
First Nations, recreational groups/users, private property owners.
18. **Where** –work sites clearly indicated & accessible, meeting times & locations identified, specialized access equipment, etc.  
Vedder FSR from 0 to 5.9 km. See attached map.

Planning Control Checklist and Appendix A Prepared by:

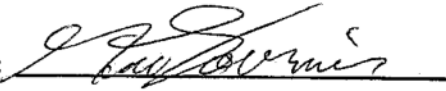
Name (print): Ana Maria Gonzalez

Signature: 

Date: 2018/06/15

Expense Authority's Signature:

Name (print): Gino Fournier

Signature: 

Date: 2018/06/18

Subject to:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

## APPENDIX B – MINISTRY COST ESTIMATE AND FUNDING

**Note:** If you require a full Cost Benefit Analysis use the templates available

A detailed Ministry Cost Estimate (MCE) of \$4,815.66 (exclusive of GST and any PST the contractor is obligated to charge the Province as a taxable for service it provides directly to the ministry) is on file prior to solicitation.

The MCE details need to show how the calculation was determined and should be reflective and consistent with the tender/proposal price schedule. It is recommended that where there are major phases of the contract, the MCE and subsequent price schedule detail separate items (e.g., bridge materials fabrication and supply separate from installation work).

The MCE needs to be dated and signed by the preparer and the expense authority. See Cost Estimate or other program specific resources to assist you in completing an MCE.

Annual Budget Available: \$350,000.00

Cost factors to be considered may include:

- materials
- labour
- direct costs;
  - employer's share of employee benefit plans (e.g. health, dental, pension—use industry standard, not any individual firm's practice);
  - employer's payments to Canada Pension, EI, and WorkSafe BC;
  - direct project supervision
- accommodation and meals
- crew transportation
- equipment and supplies
- mobilization/demobilization
- freight and haulage
- project access (including opening and maintaining road access if this is included in the contract);
- special expertise, resources and equipment (where necessary)
- estimated overhead (administrative expenses) of the contractor usually expressed as a percentage of total direct project cost (if the industry standard is not known, use 15 percent)
- estimated profit margin of the contractor usually expressed as a percentage of total direct project cost (if the industry standard is not known, use 5 percent)
- applicable taxes that a contractor will pay directly to a supplier during the performance of the work and will be imbedded in the tender price
- applicable taxes that a contractor must charge the Province for transactions/services provided directly by the contractor to the Province and which will be excluded from bid prices but submitted as a separate line item on their invoice for payment
- contingency (usually between 5 and 10 percent)

Another method of cost estimating is to research the cost of similar projects that have been recently tendered. From this, unit costs that can be used for preparing a cost estimate may be derived (for example, cost/kilometer for road construction or cost/tree for seedling growing contracts).

For consulting services, use the following best methods of cost estimation:


- using the project requirements, estimate the number of person-days to complete each activity under the project;
- multiply the person-days times the expected daily fee rate for the level of expertise required;
- add estimates of out-of-pocket expenses for travel, etc.

### Cost Estimate Rationale:

See attached Cultural Heritage Overview Assessment proposal (603826) dated May 24, 2018.

### Cost Estimate Prepared by:

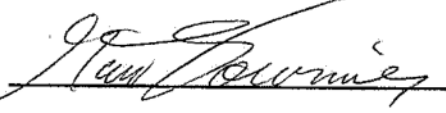
Name (print): Ana Maria Gonzalez

Signature: 

Date: 2018/06/15

### Expense Authority's Signature:

Name (print): Gino Fournier

Signature: 

Date: 2018/06/18

## APPENDIX C – ACCOUNT CODING AND PROCUREMENT CODES

Project/Contract File No: 01070-20/CS19LMN313

### ACCOUNT CODING

LINE	DESCRIPTION (mandatory)	QUANTITY (\$ value)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Vedder FSR – Capital Project	\$4,815.66	128	71476	40138	2000	71HA123
2		\$					
3		\$					
4		\$					

### PROCUREMENT CODING

It is essential to ensure proper coding is entered into the Corporate Accounting System in order to report on the expenditure of public funds. .

Click on the links below to see the list of available codes. If link fails to function or if you prefer to have hard copies of the codes, these lists can be found under **Links** at the bottom of the CSNR, Financial Services Branch – Contract Procurement home page located at <https://gww.nrs.gov.bc.ca/csnr/fsb/contract-procurement-site#overlay-context=fsb/financial-services-branch>

- Procurement Process Code: \_\_\_\_\_
- Purchase Order Class Code: \_\_\_\_\_
- CFTA Exclusion Code: \_\_\_\_\_

### TO BE COMPLETED AFTER CONTRACT AWARD

Name of successful contractor: \_\_\_\_\_

#### Expense Authority Signature:

Name (print): Gino Fournier

Signature: \_\_\_\_\_

Date: YY/MM/DD 2018/06/18

**Distribution:** Contract Administrator

Contract Case File

Finance

## 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:
- why it is not reasonable or cost-effective to go to competition; and,
  - why the contract is being modified; and,
  - why the particular contractor has been chosen; and
  - consideration has been given to fair and equitable access to government contracts.

### Notice of Intent to Direct Award (NRS1282) N/A

- ☐ 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

- ☐ N/A 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: 01070-20/CS19LMN313

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

Ministry: ☐ MIRR ☐ EMPR  
☐ AGRI ☒ FLNRORD  
☐ ECCS

Contract Manager (coordinator): Jeff Ladd

Full Legal Name of Contractor: Sto:lo Nation

Description of Service or Works: Consulting Services for Cultural Heritage Overview Assessment on Vedder FSR

### **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):

•

### **NEW DIRECT AWARD VALUE**

Contract Value: \$4,815.66	Term Start Date: <u>June 18, 2018</u>	End Date: <u>Sept 30, 2018</u>
----------------------------	---------------------------------------	--------------------------------

### **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. 201 Direct Award - Sole Source

### **RATIONALE**

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

Sto:lo Research and Resource Management Centre who will carry out the assessment works directly with Sto:lo Nation and has unique knowledge and access to information in the area that is not available to other outside contractors that is critical to the successful completion of the project.

The contract value is less than \$5,000 and will enable the continuance of Vedder FSR road improvement project (\$375,358.30)

Jeff Ladd, Engineering Officer

June 13, 2018





**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	\$	%	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	\$	%	Term Start Date: _____	End Date: _____
<b>TOTAL</b>	\$	%		

**ACCOUNT CODING FOR CURRENT MODIFICATION**

LINE	DESCRIPTION (mandatory)	QUANTITY (Line value)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Vedder FSR – Capital Project	\$4,815.66	128	71476	40138	2000	71HA123
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.

*Gino Fournier*  
Signature of Expense Authority

June 18 / 2018  
Date Signed

GINO FOURNIER  
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

---

☐ **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

## RE: TRIM File

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From: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: June 19, 2018 at 10:34:38 AM Pacific Daylight Time  
Received: June 19, 2018 at 10:34:39 AM Pacific Daylight Time  
Attachments: image001.jpg

Jill,

Thank you so much! You are very quick (Eres muy rapida!)

Cheers,

Ana

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**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Tuesday, June 19, 2018 9:23 AM  
**To:** Mazurenko, Jill FLNR:EX  
**Subject:** TRIM File

Jill,

Would you kindly create a paper and electronic file with the following information?

Name: Cultural Heritage Overview Assessment – Vedder FSR

File No. 01070-20/CS19LMN313

Thanks so much for your help.

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

Page 071 of 328

Withheld pursuant to/removed as

s.16 ; s.21



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

Page 073 of 328

Withheld pursuant to/removed as

s.15 ; s.16

Page 074 of 328 to/à Page 085 of 328

Withheld pursuant to/removed as

s.16

Page 086 of 328 to/à Page 087 of 328

Withheld pursuant to/removed as

s.16 ; s.21



## Scan From <Device Name>

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From: s.15 <Gino.Fournier@gov.bc.ca>  
To: <Gino.Fournier@gov.bc.ca>, Fournier, Gino FLNR:EX  
Cc: jeff <jeff.ladd@gov.bc.ca>, ana maria <anamaria.gonzalez@gov.bc.ca>, Ladd, Jeff R FLNR:EX, Gonzalez, Ana Maria FLNR:EX  
Sent: July 4, 2018 at 8:04:08 AM Pacific Daylight Time  
Received: July 4, 2018 at 8:04:15 AM Pacific Daylight Time  
Attachments: Scan\_20180704.pdf



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

## Consulting and General Services Contract

CONTRACT./FILE NO: 01070-20/CS19LMN313	THIS AGREEMENT DATED FOR REFERENCE THE 18th DAY OF JUNE, 2018.
PROJECT DESCRIPTION: CULTURAL HERITAGE OVERVIEW ASSESSMENT – VEDDER MOUNTAIN FSR (0-5.9 KM)	

**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

Chilliwack Forest District  
46360 Airport Road, Chilliwack, BC, V2P 1A5

Phone Number: (604) 702-5700.....FAX Number: (604) 702-5711  
Ministry Representative: Ana Maria Gonzalez  
E-mail Address: AnaMaria.Gonzalez@gov.bc.ca

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

**AND:**

Sto:lo Nation Society  
7201 Vedder Road, Chilliwack, BC V2R 4G5

Phone Number: (604) 824-2420 Phone No...FAX Number: (604) 824-0278  
E-mail Address: Dave.Schaepe@stolonation.bc.ca  
Contractor Representative: Dave Schaepe  
Business Number: S0034056  
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'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements
Appendix I	Cultural Heritage Overview Assessment - Vedder Mountain FSR

- 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 **June 18, 2018** to and including **September 30, 2018** 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.

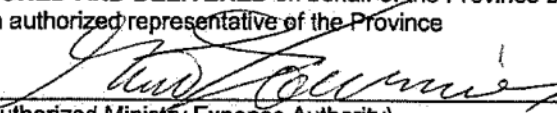
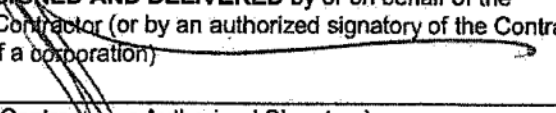
#### **ARTICLE 17 INTERPRETATION**

- 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 an authorized representative of the Province 	<b>SIGNED AND DELIVERED</b> 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)
Gina FOURNIER (PRINTED NAME of Ministry Expense Authority)	David S. S. S. (PRINTED NAME of Contractor)
Dated this 4 day of July, 2018	Dated this 20 day of June, 2018



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

## Schedule A - Services

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain  
FSR from 0km to 5.9 km.

### 1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- a) Archaeological fieldwork assessment
- b) GIS analysis (mapping and graphics)
- c) Archival/research services
- d) Procurement of Sto:lo Heritage Investigation Permit

1.02 Outcomes:

- (a) Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

***Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km***

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved

### 2. KEY PERSONNEL

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

(a) Archaeologists:

- Cara Brendzy
- Lisa Dojack
- Anna Baran
- Mariko Adams

(b) Archaeologist Assistants:

- Yvette John
- Teresa John
- August John
- Ashley Reid

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



## Schedule B – Contract Payment

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

### 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
Permit Application	DAY	0.25	\$700.00	\$175.00
Fieldwork – Project Archaeologist	DAY	1	\$700.00	\$700.00
Fieldwork – Archaeologist Assistant	DAY	1	\$500.00	\$500.00
GIS Analyst	DAY	0.5	\$700.00	\$350.00
Reporting	DAY	1.5	\$700.00	\$1,050.00
Archival/Research	DAY	0.25	\$700.00	\$175.00
Ts'elxweycyw Tribe fee	Flat rate	1	\$952.87	\$952.87
Sto:lo Heritage Investigation Permit	Flat rate	1	\$250.00	\$250.00
Vehicle fee	Flat rate	1	\$150.00	\$250.00
Report Materials	Flat rate	1	\$25.00	\$25.00
Administrative fee	%	10	-----	\$437.79

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$4,815.66** without the **prior written** approval of the Ministry Representative

### 2. Expenses

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.

## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$4,815.66**.

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn: Ana Maria Gonzalez



Natural Resource Ministries

## Schedule C Safety Conditions

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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 D – Insurance

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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 (*activity taking place during fire season*)
  - ☐ \$500,000 (*activity taking place outside of fire season*)
  - ☒ Not applicable (*activity not taking place in forested areas or where the activity does not include potential of sparks from welders, chainsaws, or hot exhaust, etc.*)
- 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 million per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.

**d) Aviation Liability *N/A***

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

liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:

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

Such insurance shall include a cross liability clause.

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

Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50,000, per occurrence.

Where applicable, such policy will also include coverage for unmanned aerial vehicles (UAV) in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. Where this Agreement is for UAV services only, the requirement for Commercial General Liability Insurance may be waived at the discretion of the Province.

Where this Agreement is for air transportation services only, the requirement for Commercial General Liability Insurance may be waived at the discretion of the Province.

**e) Watercraft Liability *N/A***

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

- i) \$2 million for contractor's own operations and float homes; or
- ii) \$5 million for ferry services, water taxi, floating lodges and any towing operation.

Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, 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

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

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

**f) Property Insurance *N/A***

Where property owned by the Province is in the care, custody, use, and control of the Contractor including, if applicable, property in transit, Property Insurance in an amount not less than the full replacement cost for any such property.

Such insurance shall include:

- i) the Province as a named insured as its interest may appear; and

ii) include a waiver of subrogation in favour of the Province.

**g) All-risk Property Insurance** *N/A*

All-risk Property insurance in an amount sufficient to replace the Contractor's equipment, including the perils of earthquake and flood, including where applicable coverage for the Contractor's computer and electronic equipment, and data and programmes on computer media, that if lost or damaged would impair the Contractor's ability to perform the Services.

Such insurance shall include a waiver of subrogation in favour of the Province.

**h) Motor Truck Cargo Insurance** *N/A*

Motor Truck Cargo Insurance in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time per vehicle transporting property owned or controlled by the Province in the care, custody or control of the Contractor.

The Province is to be a named insured as its interest may appear.



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

## Consulting and General Services Contract

CONTRACT./FILE NO: 01070-20/CS19LMN313	THIS AGREEMENT DATED FOR REFERENCE THE 18th DAY OF JUNE, 2018.
PROJECT DESCRIPTION: CULTURAL HERITAGE OVERVIEW ASSESSMENT – VEDDER MOUNTAIN FSR (0-5.9 KM)	

**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

Chilliwack Forest District  
46360 Airport Road, Chilliwack, BC, V2P 1A5

Phone Number: (604) 702-5700.....FAX Number: (604) 702-5711  
Ministry Representative: Ana Maria Gonzalez  
E-mail Address: AnaMaria.Gonzalez@gov.bc.ca

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

**AND:**

Sto:lo Nation Society  
7201 Vedder Road, Chilliwack, BC V2R 4G5

Phone Number: (604) 824-2420 Phone No...FAX Number: (604) 824-0278  
E-mail Address: Dave.Schaepe@stolonation.bc.ca  
Contractor Representative: Dave Schaepe  
Business Number: S0034056  
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'	Safety Conditions Schedule
Schedule 'D'	Insurance Requirements
Appendix I	Cultural Heritage Overview Assessment - Vedder Mountain FSR

- 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 **June 18, 2018** to and including **September 30, 2018** 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.

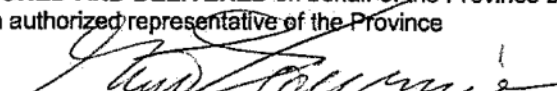
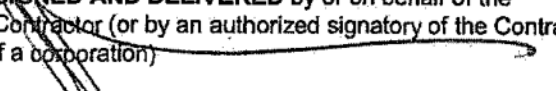
#### **ARTICLE 17 INTERPRETATION**

- 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 an authorized representative of the Province 	<b>SIGNED AND DELIVERED</b> 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)
Gina FOURNIER (PRINTED NAME of Ministry Expense Authority)	David S. S. S. (PRINTED NAME of Contractor)
Dated this 4 day of July, 2018	Dated this 20 day of June, 2018



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

## Schedule A - Services

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain  
FSR from 0km to 5.9 km.

### 1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- a) Archaeological fieldwork assessment
- b) GIS analysis (mapping and graphics)
- c) Archival/research services
- d) Procurement of Sto:lo Heritage Investigation Permit

1.02 Outcomes:

- (a) Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

***Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km***

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved

### 2. KEY PERSONNEL

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

(a) Archaeologists:

- Cara Brendzy
- Lisa Dojack
- Anna Baran
- Mariko Adams

(b) Archaeologist Assistants:

- Yvette John
- Teresa John
- August John
- Ashley Reid

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



## Schedule B – Contract Payment

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

### 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
Permit Application	DAY	0.25	\$700.00	\$175.00
Fieldwork – Project Archaeologist	DAY	1	\$700.00	\$700.00
Fieldwork – Archaeologist Assistant	DAY	1	\$500.00	\$500.00
GIS Analyst	DAY	0.5	\$700.00	\$350.00
Reporting	DAY	1.5	\$700.00	\$1,050.00
Archival/Research	DAY	0.25	\$700.00	\$175.00
Ts'elxweycyw Tribe fee	Flat rate	1	\$952.87	\$952.87
Sto:lo Heritage Investigation Permit	Flat rate	1	\$250.00	\$250.00
Vehicle fee	Flat rate	1	\$150.00	\$250.00
Report Materials	Flat rate	1	\$25.00	\$25.00
Administrative fee	%	10	-----	\$437.79

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$4,815.66** without the **prior written** approval of the Ministry Representative

### 2. Expenses

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.

## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$4,815.66**.

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn: Ana Maria Gonzalez





Natural Resource Ministries

## Schedule C Safety Conditions

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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 D – Insurance

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain Forest Service Road from 0km to 5.9 km.

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 (*activity taking place during fire season*)
  - ☐ \$500,000 (*activity taking place outside of fire season*)
  - ☒ Not applicable (*activity not taking place in forested areas or where the activity does not include potential of sparks from welders, chainsaws, or hot exhaust, etc.*)
- 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 million per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.

**d) Aviation Liability *N/A***

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

liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:

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

Such insurance shall include a cross liability clause.

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

Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50,000, per occurrence.

Where applicable, such policy will also include coverage for unmanned aerial vehicles (UAV) in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. Where this Agreement is for UAV services only, the requirement for Commercial General Liability Insurance may be waived at the discretion of the Province.

Where this Agreement is for air transportation services only, the requirement for Commercial General Liability Insurance may be waived at the discretion of the Province.

**e) Watercraft Liability *N/A***

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

- i) \$2 million for contractor's own operations and float homes; or
- ii) \$5 million for ferry services, water taxi, floating lodges and any towing operation.

Such insurance shall include:

- i) a cross liability clause
- ii) Sudden and Accidental Pollution endorsement on the Watercraft liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Watercraft Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, 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

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

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

**f) Property Insurance *N/A***

Where property owned by the Province is in the care, custody, use, and control of the Contractor including, if applicable, property in transit, Property Insurance in an amount not less than the full replacement cost for any such property.

Such insurance shall include:

- i) the Province as a named insured as its interest may appear; and

ii) include a waiver of subrogation in favour of the Province.

**g) All-risk Property Insurance *N/A***

All-risk Property insurance in an amount sufficient to replace the Contractor's equipment, including the perils of earthquake and flood, including where applicable coverage for the Contractor's computer and electronic equipment, and data and programmes on computer media, that if lost or damaged would impair the Contractor's ability to perform the Services.

Such insurance shall include a waiver of subrogation in favour of the Province.

**h) Motor Truck Cargo Insurance *N/A***

Motor Truck Cargo Insurance in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time per vehicle transporting property owned or controlled by the Province in the care, custody or control of the Contractor.

The Province is to be a named insured as its interest may appear.



File: 10005-40/CS19LMN313

Date: July 5<sup>th</sup>, 2018

Sto:lo Nation Society  
Attn. Dave Schaepe  
7201 Vedder Road  
Chilliwack, BC  
V2R 4G5

Dear Dave Schaepe,

**Re: NOTICE TO COMMENCE WORK – CONTRACT CS19LMN313**

Further to conditions contained in the above-noted contract, notice is hereby given to commence work on July 9<sup>th</sup>, 2018. Work must be commenced within 5 days following this date, unless a change in the commencement date is given in writing by the Ministry Representative for this contract. Failure to commence work on time may result in cancellation of the contract.

Yours truly,

Ana Maria Gonzalez  
Engineering Technologist  
Chilliwack Natural Resource District

cc: Consulting and General Services Contract and Schedules - CS19LMN313



## Notice to Commence Works Contract No. CS19LMN313

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From: Gonzalez, Ana Maria FLNR:EX </O=BCGOVT/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=s.15  
To: David Schaepe, Ph.D.  
Cc: XT:Brendzy, Cara FLNR:IN  
Sent: July 5, 2018 at 11:44:58 AM Pacific Daylight Time  
Received: July 5, 2018 at 11:44:59 AM Pacific Daylight Time  
Attachments: CS19LMN313 Notice to Commence work.pdf,  
Consulting\_GeneralServices\_Contract\_CS19LMN313.pdf, image001.jpg

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

## RE: Notice to Commence Works Contract No. CS19LMN313

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From: Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 6, 2018 at 10:23:30 AM Pacific Daylight Time  
Received: July 6, 2018 at 10:23:47 AM Pacific Daylight Time  
Attachments: image001.jpg

Hi Ana Maria,

Either Lisa or Anna and the crew will be there at 8:30 am.

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
**Cc:** Garry Davidson (S.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>  
**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

## RE: field results

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From: Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 10, 2018 at 8:10:39 AM Pacific Daylight Time  
Received: July 10, 2018 at 8:10:41 AM Pacific Daylight Time  
Attachments: image001.jpg

s.16

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Monday, July 9, 2018 4:18 PM  
**To:** Ladd, Jeff R FLNR:EX  
**Subject:** FW: field results

Jeff,

Waiting from Cara's response. Discussed with Garry on how to proceed if materials or features are located, then works are stopped and we end up going to Option 1. Asked Garry if this station could be removed from the works but according to him this is one of the most important stations so deleting it from the contract is not an option. The only problem is that we ended up with Option 1, there will be contractual implications with Mission Contractors.

Would you have any suggestions on how to deal with this matter? I will forward you Cara's response as soon as I receive it.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Monday, July 9, 2018 3:25 PM  
**To:** XT:Brendzy, Cara FLNR:IN  
**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved.

In terms of the CHOA, do you have an idea of how long it would take for us to get the full report for the 5.9 km of the road that were assessed today?

Looking forward to hearing from you.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [mailto:Cara.Brendzy@stolonation.bc.ca]

**Sent:** Monday, July 9, 2018 11:15 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
**Cc:** Garry Davidson<sup>S.22</sup>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>  
**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

## FW: field results

---

From: Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>, Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>  
Cc: Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>  
Sent: July 10, 2018 at 3:02:32 PM Pacific Daylight Time  
Received: July 10, 2018 at 3:02:35 PM Pacific Daylight Time  
Attachments: image001.jpg, proposal - AIA.pdf

s.16

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Tuesday, July 10, 2018 2:49 PM  
**To:** Ladd, Jeff R FLNR:EX  
**Subject:** FW: field results

Jeff,

s.16



Would you kindly share your thoughts?

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [mailto:Cara.Brendzy@stolonation.bc.ca]

**Sent:** Tuesday, July 10, 2018 11:36 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Here are the 2 options in the attachment

---

**From:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>

**Sent:** Monday, July 09, 2018 3:25 PM

**To:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>

**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved.

In terms of the CHOA, do you have an idea of how long it would take for us to get the full report for the 5.9 km of the road that were assessed today?

Looking forward to hearing from you.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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Phone: (604-702-5701) Fax: (604) 702-5711

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---

**From:** Cara Brendzy [mailto:Cara.Brendzy@stolonation.bc.ca]

**Sent:** Monday, July 9, 2018 11:15 AM

**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Garry Davidson (s.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>  
**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

Page 140 of 328 to/à Page 143 of 328

Withheld pursuant to/removed as

s.16 ; s.21

## Re: field results

---

From: Fournier, Gino FLNR:EX <Gino.Fournier@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 12, 2018 at 3:35:42 PM Pacific Daylight Time  
Received: July 12, 2018 at 3:35:44 PM Pacific Daylight Time  
Attachments: image002.jpg, image003.jpg

Hi Ana Maria.

We can do option 2 as suggested. Can you please send me the CHOA report please.

Thanks.

Gino from mobile

On Jul 11, 2018, at 4:34 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Hello Gino,

On Monday July 9th, the SRRMC carried out the CHOA on Vedder FSR. They provided our office with a response on the same day for the four stations where there were issues. Attached you will find a copy of the proposal.

As per the email chain, Option 2 seems to be the more proactive one and Management has agreed that we should go with this Option in order to avoid more delays.

Would you kindly review the information and let me know which Option you would recommend us to take? Would you consider this additional work as an amendment to Contract No. CS19LMN313 – Cultural Heritage Overview Assessment?

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Dayton, Randall FLNR:EX  
**Sent:** Wednesday, July 11, 2018 3:55 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Hi Ana Maria,

I support Option 2 – Monitoring of ground disturbing activities to keep the work going with (fingers crossed) no additional expenses Thanks

Regards

<image002.jpg>

**Randall Dayton RFT**

Resource Manager  
Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ [Randall.Dayton@gov.bc.ca](mailto:Randall.Dayton@gov.bc.ca)

☎ Phone (604) 702-5700 📠 Fax: (604) 702-5711 📱 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Wednesday, July 11, 2018 3:50 PM  
**To:** Dayton, Randall FLNR:EX  
**Subject:** FW: field results

Hi Randall,

Before Jeff left this morning, I had a conversation with him about the field results from SRRMC and the email he sent us yesterday. I would like to arrange for the Monitor to be on Vedder as soon as possible but I wanted to get confirmation from Management that I can proceed with Option 2.

Could you please let me know?

Thanks for your help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Ladd, Jeff R FLNR:EX  
**Sent:** Tuesday, July 10, 2018 3:03 PM  
**To:** Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX  
**Cc:** Peters, Mike FLNR:EX  
**Subject:** FW: field results

s.13; s.16

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Tuesday, July 10, 2018 2:49 PM  
**To:** Ladd, Jeff R FLNR:EX  
**Subject:** FW: field results

Jeff,

Cara sent the proposal with cost estimates and timelines. (see attached proposal)

s.13; s.16

Would you kindly share your thoughts?

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)



---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Tuesday, July 10, 2018 11:36 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Here are the 2 options in the attachment

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Monday, July 09, 2018 3:25 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved.

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Looking forward to hearing from you.

Regards,

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Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Monday, July 9, 2018 11:15 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Garry Davidson (s.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>  
**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,  
<image003.jpg>

<proposal - AIA.pdf>

## RE: field results

---

From: Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 12, 2018 at 4:31:13 PM Pacific Daylight Time  
Received: July 12, 2018 at 4:31:29 PM Pacific Daylight Time  
Attachments: image001.jpg

Hi Ana Maria,

The monitoring will be a part of the report. Our budget was assuming they would be combined into one report. That is why there are no reporting fees on the second proposal. We will combine them into a Cultural Heritage Impact Assessment (CHIA). In terms of the report, it will 30-60 days.

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** Thursday, July 12, 2018 4:26 PM  
**To:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>  
**Subject:** RE: field results

Cara,

Could you please give me an idea when we will receive the CHOA report? Would the Monitoring results be part of the CHOA report? The Expense Authority enquired about the report and I would like to give him a better understanding on when he will get a copy.

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Thursday, July 12, 2018 4:13 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Perfect, thank you

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 12, 2018 3:58 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: field results

Hi Cara,

I sent the document to be signed by the Expense Authority for his approval. As soon as I get it signed I will forward it to you.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Thursday, July 12, 2018 2:21 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Ok great. We will be there for 9 am on Tuesday. Can you sign the proposal?

Thank you,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 12, 2018 2:13 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: field results

Hello Cara,

Tuesday works for us. I will notify our project supervisor and contractor. Could you please confirm if same time as the other day?

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Thursday, July 12, 2018 1:11 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Hi Ana Maria,

Lisa is available next Tuesday, Thursday or Friday to monitor. Let me know if either of those days will work.

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 12, 2018 12:17 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: field results

Good Afternoon Cara,

Option 2 has been the one selected. Could you please let me know if the Project Archaeologist and the Archaeological Assistant would be available for Monitoring the site either tomorrow or Monday the 16th?

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Tuesday, July 10, 2018 11:36 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: field results

Here are the 2 options in the attachment

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Monday, July 09, 2018 3:25 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved.

In terms of the CHOA, do you have an idea of how long it would take for us to get the full report for the 5.9 km of the road that were assessed today?

Looking forward to hearing from you.

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development*

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Monday, July 9, 2018 11:15 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Friday, July 06, 2018 10:21 AM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Cc:** Garry Davidson (s.22

**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Friday, July 6, 2018 10:17 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Friday, July 06, 2018 10:14 AM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Friday, July 6, 2018 10:03 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,

Cara



---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>  
**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

## FW: field results

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From: Fournier, Gino FLNR:EX <Gino.Fournier@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 16, 2018 at 9:09:12 AM Pacific Daylight Time  
Received: July 16, 2018 at 9:09:13 AM Pacific Daylight Time  
Attachments: image001.jpg, image002.jpg, Scan\_20180716.pdf

Good morning Ana Maria;  
Here is the contract amendment approval for you.  
Thanks  
Gino

---

**From:** Knight, Lyle FLNR:EX  
**Sent:** Monday, July 16, 2018 8:39 AM  
**To:** Fournier, Gino FLNR:EX  
**Cc:** Bond, Nancy L FLNR:EX  
**Subject:** RE: field results  
As requested.  
Lyle  
Best regards,

**LYLE KNIGHT | ACTING DIRECTOR**  
**ENGINEERING | TOPFN | FLNRORD**  
T: 250.558.1784 | C: 250.503.7603

---

**From:** Fournier, Gino FLNR:EX  
**Sent:** Monday, July 16, 2018 8:29 AM  
**To:** Knight, Lyle FLNR:EX  
**Subject:** FW: field results  
Hi Lyle;  
If you have a moment, give me a call and we can talk about this amendment for Vedder in Chilliwack.  
Thanks  
Gino

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Friday, July 13, 2018 1:17 PM  
**To:** Fournier, Gino FLNR:EX  
**Subject:** RE: field results  
Hello Gino,  
Attached you will find the rationale for Contract Modification Agreement No. 1 for Contract CS19LMN313 – Cultural Heritage Overview Assessment. The modification is to include a Cultural Heritage Impact Assessment (CHIA) on Vedder FSR between stations 4+015 and 4+060.  
The total increase to the contract value is 34.8% and requires a higher level of Expense Authority Approval. Page 4 of 4 of the Proposal is for Option 2 which is the one used for this modification agreement and needs to be signed as well. Would you kindly provide the rationale to the Expense Authority for review and approval?  
Thank you so much for your time and help with this matter.  
Regards,  
*Ana Maria Gonzalez, RFT*  
*Engineering Technologist – Chilliwack Natural Resource District*  
*Ministry of Forests, Lands, Natural Resource Operations and Rural Development*  
*Phone: (604) 702-5701 Fax: (604) 702-5711*  
*Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Fournier, Gino FLNR:EX  
**Sent:** Thursday, July 12, 2018 3:38 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Re: field results  
Hi Again.

Yes, please send the amendment paperwork along as well. If it's over 25% in value, which I suspect it is, the amendment will need to be signed by Lyle.

Send it my way and I'll have Lyle sign it.

Thanks.

Gino from mobile

On Jul 11, 2018, at 4:34 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Hello Gino,

On Monday July 9th, the SRRMC carried out the CHOA on Vedder FSR. They provided our office with a response on the same day for the four stations where there were issues. Attached you will find a copy of the proposal.

As per the email chain, Option 2 seems to be the more proactive one and Management has agreed that we should go with this Option in order to avoid more delays.

Would you kindly review the information and let me know which Option you would recommend us to take? Would you consider this additional work as an amendment to Contract No. CS19LMN313 – Cultural Heritage Overview Assessment?

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604) 702-5701 Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Dayton, Randall FLNR:EX

**Sent:** Wednesday, July 11, 2018 3:55 PM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Hi Ana Maria,

I support Option 2 – Monitoring of ground disturbing activities to keep the work going with (fingers crossed) no additional expenses Thanks

Regards



**Randall Dayton RFT**

Resource Manager  
Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ [Randall.Dayton@gov.bc.ca](mailto:Randall.Dayton@gov.bc.ca)

☎ Phone (604) 702-5700 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

---

**From:** Gonzalez, Ana Maria FLNR:EX

**Sent:** Wednesday, July 11, 2018 3:50 PM

**To:** Dayton, Randall FLNR:EX

**Subject:** FW: field results

Hi Randall,

Before Jeff left this morning, I had a conversation with him about the field results from SRRMC and the email he sent us yesterday. I would like to arrange for the Monitor to be on Vedder as soon as possible but I wanted to get confirmation from Management that I can proceed with Option 2.

Could you please let me know?

Thanks for your help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Ladd, Jeff R FLNR:EX

**Sent:** Tuesday, July 10, 2018 3:03 PM

**To:** Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX

**Cc:** Peters, Mike FLNR:EX

**Subject:** FW: field results

s.13; s.16

**From:** Gonzalez, Ana Maria FLNR:EX

**Sent:** Tuesday, July 10, 2018 2:49 PM

**To:** Ladd, Jeff R FLNR:EX

**Subject:** FW: field results

Jeff,

s.13; s.16

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Tuesday, July 10, 2018 11:36 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Here are the 2 options in the attachment

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Monday, July 09, 2018 3:25 PM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved. In terms of the CHOA, do you have an idea of how long it would take for us to get the full report for the 5.9 km of the road that were assessed today?

Looking forward to hearing from you.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Monday, July 9, 2018 11:15 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Garry Davidson S.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,  
Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.  
Thanks again for your prompt response.  
Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313  
We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,  
We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?  
Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,  
Yes we can do Monday. What time can we meet?  
Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM

**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>

**Cc:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations

Phone: (604) 702-5701 Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

## 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:
- why it is not reasonable or cost-effective to go to competition; and,
  - why the contract is being modified; and,
  - why the particular contractor has been chosen; and
  - consideration has been given to fair and equitable access to government contracts.

### N/A 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.

### N/A 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.

### N/A 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.

### N/A 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.

### N/A 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.

**N/A 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: 01070-20/CS19LMN313

☐ New Direct Award OR ☒ Modification to Existing

Ministry: ☐ MIRR ☐ EMPR  
☐ AGRI ☒ FLNRORD  
☐ ECCS

Contract Manager (coordinator): Ana Maria Gonzalez

Full Legal Name of Contractor:

Sto:lo Nation Society

Description of Service or Works: Cultural Heritage Overview Assessment

#### 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):

- Not applicable

#### NEW DIRECT AWARD VALUE

Original Contract Value: \$4,815.66

Term Start Date: June 18, 2018

End Date: September 30, 2018

#### 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. 201 Direct Award - Sole Source

#### RATIONALE

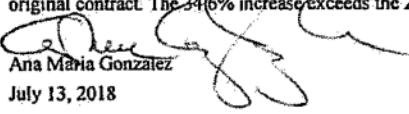
Provide detailed reason for the direct award or modification and include why the particular contractor has been chosen.

On July 9<sup>th</sup>, 2018, a Cultural Heritage Overview Assessment (CHOA) was carried out on Vedder FSR and it was found that at approximately 4 km on Vedder FSR, where road maintenance works are taking place between stations 4+015 and 4+060, there is potential for subsurface archaeological materials and therefore a Cultural Heritage Impact Assessment (CHIA) is required.

Contract Modification Agreement No. 1 is to include rates for the Cultural Heritage Impact Assessment that will be carried out between 4+015-4+060 on Vedder FSR:

- Project Archaeologist: 1 field day at \$700.00/day
- Archaeological Assistant: 1 field day at \$500.00/day
- Vehicle fee: \$150.00
- Equipment fee: \$100.00
- Report Materials: 3 reports at \$25.00/each = \$75.00
- Administrative fee (10%) of assessment fees: Project archaeologist time + Archaeologist Assistant time + Vehicle fee + Equipment fee + Report Materials = (\$700+\$500+\$150+\$100+\$75.00 = \$1,525.00 \* 10%) = \$152.50

The amended contract value under Contract Modification Agreement No. 1 for Contract No. CS19LMN313 is \$6,493.16 and it represents 34.6% increase of the original contract. The 34.6% increase exceeds the 25% threshold for contract modifications requiring a higher level of Expense Authority for approval.

  
Ana Maria Gonzalez  
July 13, 2018

**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	\$	%	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: _____
<b>Current Modification</b>	\$1,677.50	34.8%	Term Start Date: <u>June 18, 2018</u>	End Date: <u>September 30, 2018</u>
<b>TOTAL</b>	<b>\$6,493.16</b>	<b>34.8%</b>		

**ACCOUNT CODING FOR CURRENT MODIFICATION**

LINE	DESCRIPTION (mandatory)	QUANTITY (Line value)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Capital – Vedder FSR	\$6493.16	128	71476	40138	2000	71HA123
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

July 16, 2013  
\_\_\_\_\_  
Date Signed

L. Knight  
\_\_\_\_\_  
Printed Name of Expense Authority

SIGN  
HERE  
→

☐ **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

☐ **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

## FW: field results

---

**From:** Fournier, Gino FLNR:EX <Gino.Fournier@gov.bc.ca>  
**To:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** July 16, 2018 at 9:09:12 AM Pacific Daylight Time  
**Received:** July 16, 2018 at 9:09:13 AM Pacific Daylight Time  
**Attachments:** image002.jpg, Scan\_20180716.pdf, image001.jpg

Good morning Ana Maria;

Here is the contract amendment approval for you.

Thanks

Gino

---

**From:** Knight, Lyle FLNR:EX  
**Sent:** Monday, July 16, 2018 8:39 AM  
**To:** Fournier, Gino FLNR:EX  
**Cc:** Bond, Nancy L FLNR:EX  
**Subject:** RE: field results

As requested.

Lyle

Best regards,

**LYLE KNIGHT** | ACTING DIRECTOR  
ENGINEERING | TOPFN | FLNRORD  
T: 250.558.1784 | C: 250.503.7603

---

**From:** Fournier, Gino FLNR:EX  
**Sent:** Monday, July 16, 2018 8:29 AM  
**To:** Knight, Lyle FLNR:EX  
**Subject:** FW: field results

Hi Lyle;

If you have a moment, give me a call and we can talk about this amendment for Vedder in Chilliwack.

Thanks

Gino

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**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Friday, July 13, 2018 1:17 PM  
**To:** Fournier, Gino FLNR:EX  
**Subject:** RE: field results

Hello Gino,

Attached you will find the rationale for Contract Modification Agreement No. 1 for Contract CS19LMN313 – Cultural Heritage Overview Assessment. The modification is to include a Cultural Heritage Impact Assessment (CHIA) on Vedder FSR between stations 4+015 and 4+060.

The total increase to the contract value is 34.8% and requires a higher level of Expense Authority Approval. Page 4 of 4 of the Proposal is for Option 2 which is the one used for this modification agreement and needs to be signed as well. Would you kindly provide the rationale to the Expense Authority for review and approval?

Thank you so much for your time and help with this matter.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Fournier, Gino FLNR:EX  
**Sent:** Thursday, July 12, 2018 3:38 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Re: field results

Hi Again.

Yes, please send the amendment paperwork along as well. If it's over 25% in value, which I suspect it is, the amendment will need to be signed by Lyle.

Send it my way and I'll have Lyle sign it.

Thanks.

Gino from mobile

On Jul 11, 2018, at 4:34 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Hello Gino,

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As per the email chain, Option 2 seems to be the more proactive one and Management has agreed that we should go with this Option in order to avoid more delays.

Would you kindly review the information and let me know which Option you would recommend us to take? Would you consider this additional work as an amendment to Contract No. CS19LMN313 – Cultural Heritage Overview Assessment?

I appreciate your time and help.

Regards,

Ana Maria Gonzalez, RFT

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Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Dayton, Randall FLNR:EX

**Sent:** Wednesday, July 11, 2018 3:55 PM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Hi Ana Maria,

I support Option 2 – Monitoring of ground disturbing activities to keep the work going with (fingers crossed) no additional expenses Thanks

Regards



**Randall Dayton RFT**

Resource Manager

Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ [Randall.Dayton@gov.bc.ca](mailto:Randall.Dayton@gov.bc.ca)

☎ Phone (604) 702-5700 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

---

**From:** Gonzalez, Ana Maria FLNR:EX

**Sent:** Wednesday, July 11, 2018 3:50 PM

**To:** Dayton, Randall FLNR:EX

**Subject:** FW: field results

Hi Randall,

Before Jeff left this morning, I had a conversation with him about the field results from SRRMC and the email he sent us yesterday. I would like to arrange for the Monitor to be on Vedder as soon as possible but I wanted to get confirmation from Management that I can proceed with Option 2.

Could you please let me know?

Thanks for your help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Ladd, Jeff R FLNR:EX  
**Sent:** Tuesday, July 10, 2018 3:03 PM  
**To:** Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX  
**Cc:** Peters, Mike FLNR:EX  
**Subject:** FW: field results

s.13; s.16

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Tuesday, July 10, 2018 2:49 PM  
**To:** Ladd, Jeff R FLNR:EX  
**Subject:** FW: field results

Jeff,

Cara sent the proposal with cost estimates and timelines. (see attached proposal)

s.13; s.16



Would you kindly share your thoughts?

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Tuesday, July 10, 2018 11:36 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Here are the 2 options in the attachment

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Monday, July 09, 2018 3:25 PM

**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>

**Subject:** RE: field results

Hi Cara,

I appreciate your prompt response with the findings for the 4 stations that were prioritized this morning. Could you please provide me with estimated costs and timelines for both options? I will present this information to the Expense Authority in order to decide which option should be approved.

In terms of the CHOA, do you have an idea of how long it would take for us to get the full report for the 5.9 km of the road that were assessed today?

Looking forward to hearing from you.

Regards,

Ana Maria Gonzalez, RFT

Engineering Technologist – Chilliwack Natural Resource District

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

Phone: (604-702-5701) Fax: (604) 702-5711

Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]

**Sent:** Monday, July 9, 2018 11:15 AM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** field results

Hi Ana Maria,

Here is what Lisa said including her recommendations:

s.16

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Garry Davidson s.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

Let's meet on-site (at the beginning of the FSR) at 8:30 a.m.

Thanks again for your prompt response.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:17 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

We would like to meet on-site and do the assessment that morning.

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:14 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>

**Cc:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>

**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

Due to active road maintenance operations involving heavy equipment on the road, a pre-work meeting with the staff who will be carrying out the assessment is required. Would you kindly let me know if Monday July 9<sup>th</sup> will work for them?

Regards,



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Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

<proposal - AIA.pdf>

## encumbrance signed

---

**From:** Fournier, Gino FLNR:EX <Gino.Fournier@gov.bc.ca>  
**To:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** July 16, 2018 at 9:10:26 AM Pacific Daylight Time  
**Received:** July 16, 2018 at 9:10:27 AM Pacific Daylight Time  
**Attachments:** image002.jpg, image001.jpg, Scan\_20180716.pdf

Hi Ana Maria;

Encumbrance sign.

Thanks

Gino

---

**From:** Knight, Lyle FLNR:EX  
**Sent:** Monday, July 16, 2018 8:38 AM  
**To:** Fournier, Gino FLNR:EX  
**Cc:** Bond, Nancy L FLNR:EX  
**Subject:** RE: field results

As requested.

Best regards,

**LYLE KNIGHT** | ACTING DIRECTOR  
ENGINEERING | TOPFN | FLNRORD  
T: 250.558.1784 | C: 250.503.7603

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Thanks

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**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Re: field results

Hi Again.

Yes, please send the amendment paperwork along as well. If it's over 25% in value, which I suspect it is, the amendment will need to be signed by Lyle.

Send it my way and I'll have Lyle sign it.

Thanks.

Gino from mobile

On Jul 11, 2018, at 4:34 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

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---

**From:** Dayton, Randall FLNR:EX

**Sent:** Wednesday, July 11, 2018 3:55 PM

**To:** Gonzalez, Ana Maria FLNR:EX

**Subject:** RE: field results

Hi Ana Maria,

I support Option 2 – Monitoring of ground disturbing activities to keep the work going with (fingers crossed) no additional expenses Thanks

Regards



**Randall Dayton RFT**

Resource Manager

Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ [Randall.Dayton@gov.bc.ca](mailto:Randall.Dayton@gov.bc.ca)

☎ Phone (604) 702-5700 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

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**Subject:** FW: field results

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**Sent:** Tuesday, July 10, 2018 3:03 PM  
**To:** Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX  
**Cc:** Peters, Mike FLNR:EX  
**Subject:** FW: field results

s.13; s.16

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**Subject:** RE: field results

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>

**Sent:** Monday, July 09, 2018 3:25 PM

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**Subject:** RE: field results

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**Subject:** field results

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s.13; s.16

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Cara

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**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Friday, July 06, 2018 10:21 AM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Cc:** Garry Davidson s.22  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Cara,

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Regards,

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**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hello Cara,

We can meet at the Chilliwack District Office at 9:00 am. Would it work for you?

Regards,

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Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

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**From:** Cara Brendzy [<mailto:Cara.Brendzy@stolonation.bc.ca>]  
**Sent:** Friday, July 6, 2018 10:03 AM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** RE: Notice to Commence Works Contract No. CS19LMN313

Hi Ana,

Yes we can do Monday. What time can we meet?

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Thursday, July 05, 2018 11:45 AM  
**To:** Dave Schaepe <[Dave.Schaepe@stolonation.bc.ca](mailto:Dave.Schaepe@stolonation.bc.ca)>

**Cc:** Cara Brendzy <Cara.Brendzy@stolonation.bc.ca>

**Subject:** Notice to Commence Works Contract No. CS19LMN313

Dr. Schaepe,

Attached you will find copies of the Notice to Commence Letter and signed contract CS19LMN313 for the Cultural Heritage Overview Assessment on Vedder Mountain FSR.

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Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
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Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

<proposal - AIA.pdf>

# PURCHASE ENCUMBRANCE FORM



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

☐ NEW

☒ ADJUSTMENT

☐ CLOSE

☐ FINALLY CLOSE

PO / Req. #: EN19LMN302

TOTAL: \$402,163.30

Supplier Name: Mission Contractors Ltd.

Supplier #: 541156

Address: 9333 Manzer Street, Mission, BC V4S 1K2

LINE #	DESCRIPTION (mandatory)	QUANTITY (\$ value of line)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Vedder Mtn FSR Improvements	\$375,358.30	128	71476	40138	2000	71HA123
2	Additional road works re Amd 1	\$ 26,805.00	128	71476	40138	2000	71HA123
3							

## PROCUREMENT PROCESS (mandatory for all contracts)

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

## TRADE EXCLUSION LIST

- ☒ 100 Purchase subject to TILMA/AIT
- ☐ 200 Purchase below applicable TILMA/AIT threshold
- ☐ 300 Purchase of an exempted commodity/service
- ☐ 400 Excluded - Emergency
- ☐ 500 Excluded - security, order, etc.
- ☐ 600 Excluded - Product compatibility/exclusive rights
- ☐ 700 Excluded - Procurement of prototype
- ☐ 800 Excluded - Regional/Economic development

## PO CLASS Code Description

- ☐ A Transfers Under Agreement
- ☐ BE Business Expense Approval
- ☒ C Contracts and Letters of Agreement
- ☐ CSA Corporate Supply Arrangement
- ☐ E Entitlements
- ☐ EPO Emergency Purchase Order
- ☐ F Forecast - Creates a soft commitment
- ☐ G Transfers - Grants
- ☐ LPO Library Purchase Order
- ☐ O Other Commitment Document
- ☐ POSO Purchase Order on a Standing Offer
- ☐ PU Purchase Order (Purchasing Services Branch)
- ☐ R Requisition (Purchasing Services Branch)

START DATE (Y M D) MAY 14, 2018

END DATE (Y M D) MARCH 31, 2019

## CATEGORY

☐ Goods

☒ Services

- ☐ Aviation Services Contract (Wildfire Management Branch)
- ☐ Consulting and General Services
- ☐ Transfer Under Agreement
- ☐ Custom Contract (Appr. by Legal Services)
- ☐ Engineering Equipment Rental Agreement

- ☐ Fire Suppression Equipment Rental Agreement
- ☐ Grant / Entitlement
- ☐ Implementation Contract
- ☐ Local Minor Works/Services

- ☒ Major Works
- ☐ Memo of Understanding (Inter-agency)
- ☐ Minor Works
- ☐ Operational Services
- ☐ Other (Please Specify)  
Lab (genetic) analysis

APPROVED EXPENSE AUTHORITY

Y

M

D

ENTERED BY:

Y

M

D

*[Signature]* 2018 07 16

## 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:
- why it is not reasonable or cost-effective to go to competition; and,
  - why the contract is being modified; and,
  - why the particular contractor has been chosen; and
  - consideration has been given to fair and equitable access to government contracts.

### N/A 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.

### N/A 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.

### N/A 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.

### N/A 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.

### N/A 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.

**N/A 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: 01070-20/CS19LMN313

☐ New Direct Award OR ☒ Modification to Existing

Ministry: ☐ MIRR ☐ EMPR  
☐ AGRI ☒ FLNRORD  
☐ ECCS

Contract Manager (coordinator): Ana Maria Gonzalez

Full Legal Name of Contractor:

Sto:lo Nation Society

Description of Service or Works: Cultural Heritage Overview Assessment

#### 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):

- Not applicable

#### NEW DIRECT AWARD VALUE

Original Contract Value: \$4,815.66

Term Start Date: June 18, 2018

End Date: September 30, 2018

#### 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. 201 Direct Award - Sole Source

#### RATIONALE

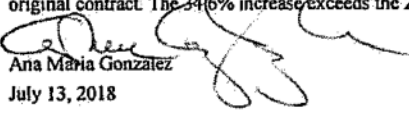
Provide detailed reason for the direct award or modification and include why the particular contractor has been chosen.

On July 9<sup>th</sup>, 2018, a Cultural Heritage Overview Assessment (CHOA) was carried out on Vedder FSR and it was found that at approximately 4 km on Vedder FSR, where road maintenance works are taking place between stations 4+015 and 4+060, there is potential for subsurface archaeological materials and therefore a Cultural Heritage Impact Assessment (CHIA) is required.

Contract Modification Agreement No. 1 is to include rates for the Cultural Heritage Impact Assessment that will be carried out between 4+015-4+060 on Vedder FSR:

- Project Archaeologist: 1 field day at \$700.00/day
- Archaeological Assistant: 1 field day at \$500.00/day
- Vehicle fee: \$150.00
- Equipment fee: \$100.00
- Report Materials: 3 reports at \$25.00/each = \$75.00
- Administrative fee (10%) of assessment fees: Project archaeologist time + Archaeologist Assistant time + Vehicle fee + Equipment fee + Report Materials = (\$700+\$500+\$150+\$100+\$75.00 = \$1,525.00 \* 10%) = \$152.50

The amended contract value under Contract Modification Agreement No. 1 for Contract No. CS19LMN313 is \$6,493.16 and it represents 34.6% increase of the original contract. The 34.6% increase exceeds the 25% threshold for contract modifications requiring a higher level of Expense Authority for approval.

  
Ana Maria Gonzalez  
July 13, 2018



**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	\$	%	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: _____
<b>Current Modification</b>	\$1,677.50	34.8%	Term Start Date: <u>June 18, 2018</u>	End Date: <u>September 30, 2018</u>
<b>TOTAL</b>	<b>\$6,493.16</b>	<b>34.8%</b>		

**ACCOUNT CODING FOR CURRENT MODIFICATION**

LINE	DESCRIPTION (mandatory)	QUANTITY (Line value)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Capital – Vedder FSR	\$6493.16	128	71476	40138	2000	71HA123
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

July 16, 2013  
\_\_\_\_\_  
Date Signed

L. Knight  
\_\_\_\_\_  
Printed Name of Expense Authority

SIGN  
HERE  
→

☐ **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

☐ **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



Natural Resource Ministries

# Contract Modification Agreement No. 1 CS19LMN313

MINISTRY CONTRACT/FILE NO.: 01070-20/CS19LMN313

PROJECT NAME: Cultural Heritage Overview Assessment

**THIS MODIFICATION AGREEMENT** dated for reference July 13<sup>th</sup>, 2018.

## 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

Chilliwack Forest District

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

46360 Airport Road, Chilliwack, BC, V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 E-mail Address: Forests.chilliwackdistrictoffice@gov.bc.ca

Ministry Representative: Ana Maria Gonzalez

## AND

Sto:lo Nation Society

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

7201 Vedder Road, Chilliwack, BC, V2R 4G5

Telephone: 604-824-2420 Fax: 604-824-0278 E-mail Address: Dave.Schaepe@stolonation.bc.ca

Contractor Representative: Dave Schaepe  
Corporate Business Number: S0034056

WorkSafe BC No: S.21

and/ POP  
or No.

Alternate (if applicable):

A. The Parties entered into an Agreement dated for reference June 18<sup>th</sup>, 2018, (hereinafter called the "Agreement"),

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

1. The original contract value is increased from \$4, 815.66 to \$6,493.16.
2. Schedule "B" - Contract Payment is hereby amended (see Revised Schedule "B" – Contract Payment July 11, 2018) as follows
  - a) 1. Fees, 1.01 Fieldwork – Project Archaeologist Estimated Quantity previously read one day and will now read 2 days.
  - b) 1. Fees, 1.01 Fieldwork – Archaeologist Assistant Estimated Quantity previously read 1 day and will now read 2 days.
  - c) 1. Fees, 1.01 Vehicle Fee previously read 1 day and will now read 2 days.
  - d) 1. Fees, 1.01 Equipment Fee has been added 1 unit at \$100.00.
  - e) 1. Fees, 1.01 Report Materials shall now read Estimated Quantity of 6. This corrects the originally stated amount which incorrectly read 1 unit and should have read 3 units, AND increases the Estimated Quantity by a further 3 units.
  - f) 1. Fees, 1.01 Administrative Fee has been increased to \$590.29.
  - g) 1. Fees, 1.03 shall now read '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 **\$6493.16** without the **prior written** approval of the Ministry Representative.'
  - h) 3. Total Payable, 3.01 shall now read '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 **\$6493.16.**'

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

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

# CONTRACT MODIFICATION AGREEMENT

## CONTINUED

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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Completion of Cultural Heritage Impact Assessment not under Section 14 on the Vedder FSR between 4+015 to 4+060km.	Fees as listed in Section B of this agreement

As Per Quotation Dated	Y M D 2018 07 10	Total Price for Additions (PST and GST excluded) \$1677.50	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector): Ana Maria Gonzalez			

- D. In all other respects, the Agreement is confirmed.
- E. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Printed Name	Printed Name
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this _____ day of _____ 20__	Dated this _____ day of _____ 20__



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

# Revised Schedule B – Contract Payment July 11, 2018

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

## 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
Permit Application	DAY	0.25	\$700.00	\$175.00
Fieldwork – Project Archaeologist	DAY	2	\$700.00	\$1,400.00
Fieldwork – Archaeologist Assistant	DAY	2	\$500.00	\$1,000.00
GIS Analyst	DAY	0.5	\$700.00	\$350.00
Reporting	DAY	1.5	\$700.00	\$1,050.00
Archival/Research	DAY	0.25	\$700.00	\$175.00
Ts'elxweyeyw Tribe fee	Flat rate	1	\$952.87	\$952.87
Sto:lo Heritage Investigation Permit	Flat rate	1	\$250.00	\$250.00
Vehicle fee	Flat rate	2	\$150.00	\$300.00
Equipment fee	Flat rate	1	\$100.00	\$100.00
Report Materials	Flat rate	6	\$25.00	\$150.00
Administrative fee	%	10	-----	\$590.29

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$6,493.16** without the **prior written** approval of the Ministry Representative

## 2. Expenses

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.

## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$6,493.16**.

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn: Ana Maria Gonzalez

## RE: Contract Modification Agreement No. 1

---

From: Lisa Dojack <Lisa.Dojack@stolonation.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: July 16, 2018 at 1:11:30 PM Pacific Daylight Time  
Received: July 16, 2018 at 1:11:51 PM Pacific Daylight Time  
Attachments: image001.jpg, signed revised.pdf

Hi Ana Maria,

Please find attached signed paperwork.

Lisa Dojack

---

**From:** Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
**Sent:** Monday, July 16, 2018 11:46 AM  
**To:** Lisa Dojack <Lisa.Dojack@stolonation.bc.ca>  
**Subject:** FW: Contract Modification Agreement No. 1

Hi Lisa,

As per our phone conversation, I am forwarding the information I sent to Dr. Schaepe.

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Monday, July 16, 2018 11:42 AM  
**To:** David Schaepe, Ph.D.  
**Cc:** XT:Brendzy, Cara FLNR:IN  
**Subject:** Contract Modification Agreement No. 1

Hello Dr. Schaepe,

Attached you will find the documents for amending Contract No. CS19LMN313 to include the Cultural Heritage Impact Assessment not under HCA Section 14 Permit on Vedder FSR. Would you kindly sign the document and send it a copy to me? As soon as I get it executed by the Expense Authority, I will confirm with Cara the time for the Monitoring tomorrow on Vedder FSR.

I appreciate your time and help.

Regards,



Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands and Natural Resource Operations  
Phone: (604) 702-5701 Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)





Natural Resource Ministries

# Contract Modification Agreement No. 1 CS19LMN313

MINISTRY CONTRACT/FILE NO.: 01070-20/CS19LMN313

PROJECT NAME: Cultural Heritage Overview Assessment

**THIS MODIFICATION AGREEMENT** dated for reference July 13<sup>th</sup>, 2018.

## 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

Chilliwack Forest District

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

46360 Airport Road, Chilliwack, BC, V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 E-mail Address: Forests.chilliwackdistrictoffice@gov.bc.ca

Ministry Representative: Ana Maria Gonzalez

Alternate (if applicable):

## AND

Sto:lo Nation Society

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

7201 Vedder Road, Chilliwack, BC, V2R 4G5

Telephone: 604-824-2420 Fax: 604-824-0278 E-mail Address: Dave.Schaepe@stolonation.bc.ca

Contractor Representative: Dave Schaepe  
Corporate Business Number: S0034056

WorkSafe BC No: S.21 and/or POP No.

A. The Parties entered into an Agreement dated for reference June 18<sup>th</sup>, 2018, (hereinafter called the "Agreement"),

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

1. The original contract value is increased from \$4, 815.66 to \$6,493.16.
2. Schedule "B" - Contract Payment is hereby amended (see Revised Schedule "B" – Contract Payment July 11, 2018) as follows
  - a) 1. Fees, 1.01 Fieldwork – Project Archaeologist Estimated Quantity previously read one day and will now read 2 days.
  - b) 1. Fees, 1.01 Fieldwork – Archaeologist Assistant Estimated Quantity previously read 1 day and will now read 2 days.
  - c) 1. Fees, 1.01 Vehicle Fee previously read 1 day and will now read 2 days.
  - d) 1. Fees, 1.01 Equipment Fee has been added 1 unit at \$100.00.
  - e) 1. Fees, 1.01 Report Materials shall now read Estimated Quantity of 6. This corrects the originally stated amount which incorrectly read 1 unit and should have read 3 units, AND increases the Estimated Quantity by a further 3 units.
  - f) 1. Fees, 1.01 Administrative Fee has been increased to \$590.29.
  - g) 1. Fees, 1.03 shall now read '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 **\$6493.16** without the **prior written** approval of the Ministry Representative.'
  - h) 3. Total Payable, 3.01 shall now read '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 **\$6493.16.**'

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

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

## CONTRACT MODIFICATION AGREEMENT

### CONTINUED

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

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

- |    |  |   |
|----|--|---|
| 1. | Completion of Cultural Heritage Impact Assessment not under Section 14 on the Vedder FSR between 4+015 to 4+060km. | Fees as listed in Section B of this agreement |
|----|--|---|

As Per Quotation Dated	Y M D 2018 07 10	Total Price for Additions (PST and GST excluded) \$1677.50	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector): Ana Maria Gonzalez			

- D. In all other respects, the Agreement is confirmed.
- E. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Printed Name	Printed Name <i>DANIEL S. JAMES</i>
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this _____ day of _____ 20__	Dated this <i>16</i> day of <i>JULY</i> 20 <i>18</i>



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

# Revised Schedule B – Contract Payment July 11, 2018

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

## 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
Permit Application	DAY	0.25	\$700.00	\$175.00
Fieldwork – Project Archaeologist	DAY	2	\$700.00	\$1,400.00
Fieldwork – Archaeologist Assistant	DAY	2	\$500.00	\$1,000.00
GIS Analyst	DAY	0.5	\$700.00	\$350.00
Reporting	DAY	1.5	\$700.00	\$1,050.00
Archival/Research	DAY	0.25	\$700.00	\$175.00
Ts'elxweyeqyw Tribe fee	Flat rate	1	\$952.87	\$952.87
Sto:lo Heritage Investigation Permit	Flat rate	1	\$250.00	\$250.00
Vehicle fee	Flat rate	2	\$150.00	\$300.00
Equipment fee	Flat rate	1	\$100.00	\$100.00
Report Materials	Flat rate	6	\$25.00	\$150.00
Administrative fee	%	10	-----	\$590.29

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$6,493.16** without the **prior written** approval of the Ministry Representative

## 2. Expenses

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.

## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$6,493.16**.

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn: Ana Maria Gonzalez

# PURCHASE ENCUMBRANCE FORM



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

☒ **NEW**
☐ **ADJUSTMENT**
☐ **CLOSE**
☐ **FINALLY CLOSE**

<b>PO / Req. #: CS19LMN313</b>	<b>TOTAL: \$4,815.66</b>
--------------------------------	--------------------------

<b>Supplier Name: Sto:lo Nation Society</b>	<b>Supplier #: 371851-008</b>
---	-------------------------------

**Address:**

LINE #	DESCRIPTION (mandatory)	QUANTITY (\$ value of line)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Cultural Heritage Overview Assessment (CHOA) – Vedder FSR	\$4,815.66	128	71476	40138	2000	71HA123
2							
3							

## PROCUREMENT PROCESS

(mandatory for all contracts)

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

## TRADE EXCLUSION LIST

- ☐ 100 Purchase subject to TILMA/AIT
- ☒ 200 Purchase below applicable TILMA/AIT threshold
- ☐ 300 Purchase of an exempted commodity/service
- ☐ 400 Excluded – Emergency
- ☐ 500 Excluded – security, order, etc.
- ☐ 600 Excluded – Product compatibility/exclusive rights
- ☐ 700 Excluded – Procurement of prototype
- ☐ 800 Excluded – Regional/Economic development

## PO CLASS

**Code Description**

- ☐ A Transfers Under Agreement
- ☐ BE Business Expense Approval
- ☒ C Contracts and Letters of Agreement
- ☐ CSA Corporate Supply Arrangement
- ☐ E Entitlements
- ☐ EPO Emergency Purchase Order
- ☐ F Forecast – Creates a soft commitment
- ☐ G Transfers – Grants
- ☐ LPO Library Purchase Order
- ☐ O Other Commitment Document
- ☐ POSO Purchase Order on a Standing Offer
- ☐ PU Purchase Order (Purchasing Services Branch)
- ☐ R Requisition (Purchasing Services Branch)

START DATE (Y M D) JUNE 18, 2018

END DATE (Y M D) SEPTEMBER 30, 2018

## CATEGORY

☐ Goods

☒ Services

- ☐ Aviation Services Contract (Wildfire Management Branch)
- ☒ Consulting and General Services
- ☐ Transfer Under Agreement
- ☐ Custom Contract (Appr. by Legal Services)
- ☐ Engineering Equipment Rental Agreement

- ☐ Fire Suppression Equipment Rental Agreement
- ☐ Grant / Entitlement
- ☐ Implementation Contract
- ☐ Local Minor Works/Services

- ☐ Major Works
- ☐ Memo of Understanding (Inter- agency)
- ☐ Minor Works
- ☐ Operational Services
- ☐ Other (Please Specify)  
Lab (genetic) analysis

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



Natural Resource Ministries

# Contract Modification Agreement No. 1 CS19LMN313

MINISTRY CONTRACT/FILE NO.: 01070-20/CS19LMN313

PROJECT NAME: Cultural Heritage Overview Assessment

**THIS MODIFICATION AGREEMENT** dated for reference July 13<sup>th</sup>, 2018.

## 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

Chilliwack Forest District

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

46360 Airport Road, Chilliwack, BC, V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 E-mail Address: Forests.chilliwackdistrictoffice@gov.bc.ca

Ministry Representative: Ana Maria Gonzalez

## AND

Sto:lo Nation Society

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

7201 Vedder Road, Chilliwack, BC, V2R 4G5

Telephone: 604-824-2420 Fax: 604-824-0278 E-mail Address: Dave.Schaepe@stolonation.bc.ca

Contractor Representative: Dave Schaepe  
Corporate Business Number: S0034056

WorkSafe BC No: S.21

and/ POP  
or No.

Alternate (if applicable):

A. The Parties entered into an Agreement dated for reference June 18<sup>th</sup>, 2018, (hereinafter called the "Agreement").

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

1. The original contract value is increased from \$4, 815.66 to \$6,493.16.
2. Schedule "B" - Contract Payment is hereby amended (see Revised Schedule "B" - Contract Payment July 11, 2018) as follows
  - a) 1. Fees, 1.01 Fieldwork -- Project Archaeologist Estimated Quantity previously read one day and will now read 2 days.
  - b) 1. Fees, 1.01 Fieldwork -- Archaeologist Assistant Estimated Quantity previously read 1 day and will now read 2 days.
  - c) 1. Fees, 1.01 Vehicle Fee previously read 1 day and will now read 2 days.
  - d) 1. Fees, 1.01 Equipment Fee has been added 1 unit at \$100.00.
  - e) 1. Fees, 1.01 Report Materials shall now read Estimated Quantity of 6. This corrects the originally stated amount which incorrectly read 1 unit and should have read 3 units, AND increases the Estimated Quantity by a further 3 units.
  - f) 1. Fees, 1.01 Administrative Fee has been increased to \$590.29.
  - g) 1. Fees, 1.03 shall now read '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 **\$6493.16** without the **prior written** approval of the Ministry Representative.'
  - h) 3. Total Payable, 3.01 shall now read '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 **\$6493.16.**'

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

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

## CONTRACT MODIFICATION AGREEMENT

### CONTINUED

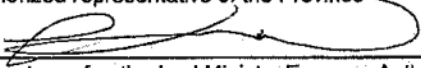
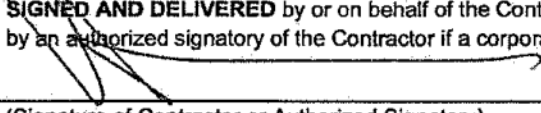
Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Completion of Cultural Heritage Impact Assessment not under Section 14 on the Vedder FSR between 4+015 to 4+060km.	Fees as listed in Section B of this agreement

As Per Quotation Dated	Y M D 2018 07 10	Total Price for Additions (PST and GST excluded) \$1677.50	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector): Ana Maria Gonzalez			

- D. In all other respects, the Agreement is confirmed.
- E. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Printed Name <u>L Knight</u>	Printed Name <u>DAN SCHAEFER</u>
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>17<sup>th</sup></u> day of <u>July</u> 20 <u>18</u>	Dated this <u>16</u> day of <u>JULY</u> 20 <u>18</u>



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

# Revised Schedule B – Contract Payment July 11, 2018

File: 01070-20/CS19LMN313

Attachment to the Agreement with Sto:lo Nation for Cultural Heritage Overview Assessment - Vedder Mountain FSR from 0km to 5.9 km.

## 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 upon the following:

Item or Description of Work	Unit of Measure	Estimated Quantity	Price per Unit	Extended Amount
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Report Materials	Flat rate	6	\$25.00	\$150.00
Administrative fee	%	10	-----	\$590.29

Where the Unit of Measure is a day, 8 hours is the equivalent of one day. If you provide the Services for less than the number of stated hours in a day, your fees for that Unit of Measure will be reduced proportionally.

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

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

All travel to and from designated work sites as set by the Ministry Representative is at the contractor's expense and is to be included in the above unit rate.



## **SCHEDULE B**

### **CONTRACT PAYMENT**

#### **3. Total Payable**

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **\$6,493.16.**

#### **4. Holdback from Payment**

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

#### **5. Submission of Statement of Account**

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us upon completion and submission to our office of the Cultural Heritage Overview Assessment for Vedder FSR from 0km to 5.9km.
- 5.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
  - (f) any other billing information reasonably requested by us.
- 5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.
- 5.04 Invoices are to be submitted to:
- [FTA.DCKDSQ@gov.bc.ca](mailto:FTA.DCKDSQ@gov.bc.ca)
- Attn; Ana Maria Gonzalez

# PURCHASE ENCUMBRANCE FORM



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

☐ NEW

☒ ADJUSTMENT

☐ CLOSE

☐ FINALLY CLOSE

PO / Req. #: CS19LMN313

TOTAL: \$6,493.16

Supplier Name: Sto:lo Nation Society

Supplier #: 371851-008

Address:

LINE #	DESCRIPTION (mandatory)	QUANTITY (\$ value of line)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1	Cultural Heritage Overview Assessment (CHOA) – Vedder FSR	\$4,815.66	128	71476	40138	2000	71HA123
2	Cultural Heritage Impact Assessment not under HCA Section 14 Permit (CHIA not under Section 14) – Vedder FSR Amd1	\$1,677.50	128	71476	40138	2000	71HA123

## PROCUREMENT PROCESS

(mandatory for all contracts)

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

## TRADE EXCLUSION LIST

- ☐ 100 Purchase subject to TILMA/AIT
- ☒ 200 Purchase below applicable TILMA/AIT threshold
- ☐ 300 Purchase of an exempted commodity/service
- ☐ 400 Excluded – Emergency
- ☐ 500 Excluded – security, order, etc.
- ☐ 600 Excluded – Product compatibility/exclusive rights
- ☐ 700 Excluded – Procurement of prototype
- ☐ 800 Excluded – Regional/Economic development

## PO CLASS

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

START DATE (Y M D) JUNE 18, 2018

END DATE (Y M D) SEPTEMBER 30, 2018

## CATEGORY

☐ Goods

☒ Services

- ☐ Aviation Services Contract (Wildfire Management Branch)
- ☒ Consulting and General Services
- ☐ Transfer Under Agreement
- ☐ Custom Contract (Appr. by Legal Services)
- ☐ Engineering Equipment Rental Agreement

- ☐ Fire Suppression Equipment Rental Agreement
- ☐ Grant / Entitlement
- ☐ Implementation Contract
- ☐ Local Minor Works/Services

- ☐ Major Works
- ☐ Memo of Understanding (Inter- agency)
- ☐ Minor Works
- ☐ Operational Services
- ☐ Other (Please Specify) Lab (genetic) analysis

APPROVED EXPENSE AUTHORITY

Y M D

ENTERED BY:

Y M D

Lyle Knight

2018 07 17

## FW: Amended Encumbrance CS19LMN313

---

From: Whalen, Heather FLNR:EX  
</o=BCGOVT/ou=Victoria1/cn=fordir/cn=s.15  
To: Menzies, Sarah CSNR:EX  
Sent: July 17, 2018 at 9:54:11 AM Pacific Daylight Time  
Received: July 17, 2018 at 9:54:00 AM Pacific Daylight Time  
Attachments: Amnd1\_CS19LMN313Encumbrance.pdf

Good morning Sarah,

Please enter this encumbrance. You will see that it say Amended. The original encumbrance was never signed and submitted to you as amendment was required right away, so the EA only signed the amendment.

THANKS!

Heather

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Tuesday, July 17, 2018 9:16 AM  
**To:** Whalen, Heather FLNR:EX  
**Subject:** Amended Encumbrance CS19LMN313

Hi Heather,

Would you kindly have the encumbrance for Contract No. CS19LMN313 entered in the system?

Thanks for your help.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

**From:** GIFOURNI [mailto:Gino.Fournier@gov.bc.ca]  
**Sent:** Tuesday, July 17, 2018 7:03 AM  
**To:** Fournier, Gino FLNR:EX  
**Cc:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Scan From <Device Name>

## Re: Contract Modification Agreement No. 1

---

From: Fournier, Gino FLNR:EX <Gino.Fournier@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>, Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>  
Sent: July 17, 2018 at 4:51:02 PM Pacific Daylight Time  
Received: July 17, 2018 at 4:51:03 PM Pacific Daylight Time  
Hi Ana Maria.

That's good news. Please send me the reports when you get them. It's more from a curiosity on my end to see what we get in a CHOA.

Thanks

Gino from mobile

On Jul 17, 2018, at 1:34 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Gino/Randall,

As per Lisa's email, no archaeological artifacts or features were observed and an Archaeologist Impact Assessment is not required. The contractor is scheduled to complete works no later than the 26<sup>th</sup> of July and works have progressed accordingly to the plan.

Thank you again for all your help and support with the contract for the CHOA and CHIA assessments on Vedder FSR.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Lisa Dojack [<mailto:Lisa.Dojack@stolonation.bc.ca>]  
**Sent:** Tuesday, July 17, 2018 1:06 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Cc:** Garry Davidson s.22  
**Subject:** Re: Contract Modification Agreement No. 1

Good afternoon Ana Maria,

Monitoring of ground disturbing activities for the road alignment is complete. I monitored sediment removal well into C horizon (where no archaeological materials would be expected). No archaeological artifacts or features were observed. No additional archaeological works are required for the road realignment, as it is currently planned.

Lisa Dojack

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** July 16, 2018 5:00 PM  
**To:** Lisa Dojack  
**Cc:** Garry Davidson s.22  
**Subject:** RE: Contract Modification Agreement No. 1

Lisa,

Yes, same place as before. Garry Davidson will meet you there. I included his email address so you can contact him in case you need it. I am also providing you with his cell phone number: s.22

Thank you!

Ana Maria

---

**From:** Lisa Dojack [<mailto:Lisa.Dojack@stolonation.bc.ca>]  
**Sent:** Monday, July 16, 2018 4:58 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Re: Contract Modification Agreement No. 1

Yes I can be there for 8:00 am. Are we meeting at the start of vedder mountain fsr?

Lisa Dojack

Sent from my iPhone

On Jul 16, 2018, at 4:55 PM, Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Hi Lisa,

The earlier the better. Would it work 8:00 am for you?

Thanks,

Ana Maria

---

**From:** Lisa Dojack [<mailto:Lisa.Dojack@stolonation.bc.ca>]  
**Sent:** Monday, July 16, 2018 4:46 PM  
**To:** Gonzalez, Ana Maria FLNR:EX  
**Subject:** Re: Contract Modification Agreement No. 1

Hi Ana Marie,

I planned to be on site for 9:00 am tomorrow but can be earlier if needed. Please let me know; also I assume we will be meeting at the start of the vedder mountain fsr as before?

Lisa Dojack

Sent from my iPhone

On Jul 16, 2018, at 11:46 AM, Gonzalez, Ana Maria FLNR:EX  
<[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)> wrote:

Hi Lisa,

As per our phone conversation, I am forwarding the information I sent to Dr. Schaepe.

Regards,

Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural  
Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** Monday, July 16, 2018 11:42 AM  
**To:** David Schaepe, Ph.D.  
**Cc:** XT:Brendzy, Cara FLNR:IN  
**Subject:** Contract Modification Agreement No. 1

Hello Dr. Schaepe,

Attached you will find the documents for amending Contract No. CS19LMN313 to include the Cultural Heritage Impact Assessment not under HCA Section 14 Permit on Vedder FSR. Would you kindly sign the document and send it a copy to me? As soon as I get it executed by the Expense Authority, I will confirm with Cara the time for the Monitoring tomorrow on Vedder FSR.

I appreciate your time and help.

Regards,

<image001.jpg>

<Contract Modification Agreement No.1\_CS19lmn313.pdf>

<Revised Schedule B - July 13, 2018 - CS19LMN313.pdf>

Page 209 of 328 to/à Page 211 of 328

Withheld pursuant to/removed as

s.16

Page 212 of 328 to/à Page 213 of 328

Withheld pursuant to/removed as

s.16 ; s.18



Page 214 of 328 to/à Page 218 of 328

Withheld pursuant to/removed as

s.16

Page 219 of 328 to/à Page 234 of 328

Withheld pursuant to/removed as

s.16 ; s.18

Page 235 of 328 to/à Page 240 of 328

Withheld pursuant to/removed as

s.16

Page 241 of 328 to/à Page 245 of 328

Withheld pursuant to/removed as

s.16 ; s.18

Page 246 of 328

Withheld pursuant to/removed as

s.16

Page 247 of 328 to/à Page 249 of 328

Withheld pursuant to/removed as

s.16 ; s.18

## RE: Scan From <Device Name>

---

From: Whalen, Heather FLNR:EX <Heather.Whalen@gov.bc.ca>  
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>  
Sent: October 16, 2018 at 8:53:21 AM Pacific Daylight Time  
Received: October 16, 2018 at 8:53:23 AM Pacific Daylight Time

Good morning Ana Maria,

We do not provide advice to contractors about how (or if) to bill PST or GST, it is their responsibility to consult with the CRA or accountant regarding billing of GST. We do not do this as it can make us liable for any action taken by the supplier upon our advice and can result in fines and so on.

The scan of the invoice is not attached so I cannot see it. I am assuming it does not have GST billed, and we are able to process without GST.

*Heather Whalen*

Resource and Contract Administrator  
Chilliwack Natural Resource District  
46360 Airport Road, Chilliwack , BC, V2P 1A5  
Phone: 604-702-5768

---

**From:** Gonzalez, Ana Maria FLNR:EX  
**Sent:** October 15, 2018 4:07 PM  
**To:** Whalen, Heather FLNR:EX <Heather.Whalen@gov.bc.ca>  
**Subject:** FW: Scan From <Device Name>

Hi Heather,

I would like to process this invoice but before I do it, I just wanted to ask if you are aware of any GST exemptions. The invoice corresponds to Cultural Heritage Impact and Overview Assessments done by Sto:lo Nation.

Regards,

*Ana Maria Gonzalez, RFT*  
*Engineering Technologist – Chilliwack Natural Resource District*  
*Ministry of Forests, Lands, Natural Resource Operations and Rural Development*  
*Phone: (604-702-5701) Fax: (604) 702-5711*  
*Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

---

**From:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Sent:** October 15, 2018 2:13 PM  
**To:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Subject:** RE: Scan From <Device Name>

Hi Ana Maria,

I was informed by our finance department that we will not be charging for GST.

Take care,  
Cara

---

**From:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** Monday, October 01, 2018 4:30 PM  
**To:** Cara Brendzy <[Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)>  
**Subject:** FW: Scan From <Device Name>

Hello Cara,

We received the invoice for Contract No. CS16LMN313 – Cultural Heritage Overview and Cultural Heritage Impact Assessments for Vedder Mountain FSR. In order for us to process the invoice, the GST needs to be included in the total amount for the invoice.

Would you kindly provide me with a revised invoice? I will have it processed in a timely manner.

Regards,

*Ana Maria Gonzalez, RFT  
Engineering Technologist – Chilliwack Natural Resource District  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
Phone: (604-702-5701) Fax: (604) 702-5711  
Email: [AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)*

**From:** s.15 <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Sent:** October 1, 2018 4:22 PM  
**To:** Gonzalez, Ana Maria FLNR:EX <[AnaMaria.Gonzalez@gov.bc.ca](mailto:AnaMaria.Gonzalez@gov.bc.ca)>  
**Subject:** Scan From <Device Name>



**FW: Invoice Action Required: FLNR-SC-DCK - Sto:lo Nation Invoice # 2018-1247**

---

From: Horvath, Deanna FLNR:EX  
</O=BCGOVT/OU=Victoria1/cn=Recipients/cn:s.15  
To: Coast Accounts Payable RCO P FLNR:EX  
Sent: October 18, 2018 at 11:41:18 AM Pacific Daylight Time  
Received: October 18, 2018 at 11:41:00 AM Pacific Daylight Time  
Attachments: CS19LMN313 Stolo Invoice.pdf, Sto:lo I-Pro receipt



**Stó:lō Research and Resource  
Management Centre**

Bldg 10 - 7201 Vedder Road, Chilliwack, BC V2R 4G5  
Phone 604-858-3366 Fax 604-824-5129

# INVOICE

Invoice #:	2018-1247
Invoice Date:	24-Sep-18
PO:	

To:

Ana Maria Gonzalez

Ministry of Forests, Lands, Natural Resource Operations,  
& Rural Development  
46360 Altpot Road  
Chilliwack, BC V2P 1A5  
Canada

CS19244N313

SHIP	2018-139
Project	CHIA of Proposed Vedder Mountain Forest Service Road Improvements

SERVICES		Rate	Qty	Line Total
Project Archaeologist	Permit Application	\$700.00	0.25	\$175.00
Project Archaeologist	Fieldwork	\$700.00	1	\$700.00
Archaeology Assistant	Fieldwork	\$500.00	1	\$500.00
GIS Analyst	Graphics and Mapping	\$700.00	0.5	\$350.00
Librarian / Archivist	Archival / Research	\$700.00	0.25	\$175.00
Project Archaeologist	Reporting	\$700.00	1.5	\$1,050.00
Subtotal				\$2,950.00

EXPENSES		Rate	Qty	Line Total
Stó:lō Heritage Investigation Permit		\$250.00	1	\$250.00
Vehicle Fee		\$150.00	1	\$150.00
Report Materials		\$25.00	1	\$25.00
Ts'elxweyèqw Tribe Administrative Fee		\$1,645.87	1	\$1,645.87
Subtotal				\$2,070.87

Admin Fee:	\$337.50
GST/HST:	\$0.00
TOTAL:	\$5,358.37

40139 2000 71 HAI 25

GST# 887169555 RT0001

Payment due 30 days from Invoice date

Interest charged on accounts more than 30 days overdue at 5% per month

If payment has already been submitted please disregard this notice

RECEIVED  
SEP 28 2018

CHILLIWACK  
NATURAL RESOURCE DISTRICT

Please make all cheques payable to

**Stó:lō Nation**

Thank you!

Page 1 of 1

## Sto:lo I-Pro receipt

From: Horvath, Deanna FLNR:EX <Deanna.Horvath@gov.bc.ca>  
To: Horvath, Deanna FLNR:EX <Deanna.Horvath@gov.bc.ca>  
Sent: October 18, 2018 at 11:31:21 AM Pacific Daylight Time  
Received: October 18, 2018 at 11:31:21 AM Pacific Daylight Time  
Attachments: image001.png

### Confirmation

**Receipt 105279** has been created for you.

### Receive Items: Confirmation Details

#### Receipt Information


Receipt Date **18-Oct-2018 11:29:58**

#### Received Item Details

Receipt	Requisition	Description	Receipt Quantity	Unit	Waybill	Packing Slip	It Co
105279	33297	FY19 CS19LMN313 Sto:lo Nation Society - Cultural Heritage Overview Assessment (CHOA) Vedder FSR	5358.37	\$\$	2018- 1247		

[Return to Receiving](#)

[https://labatt.cas.gov.bc.ca:8443/OA\\_HTML/OA.jsp?page=/oracle/apps/icx/por/rcv/webui/lcxPorRcvRvwPG  
& ti=1522736122&retainAM=Y&addBreadCrumb=N&oapc=15&oas=wX5CRnB6hs3n8etOHhHeJw..](https://labatt.cas.gov.bc.ca:8443/OA_HTML/OA.jsp?page=/oracle/apps/icx/por/rcv/webui/lcxPorRcvRvwPG&ti=1522736122&retainAM=Y&addBreadCrumb=N&oapc=15&oas=wX5CRnB6hs3n8etOHhHeJw..)

 Confirmation

Receipt 105279 has been created for you.

Receive Items: Confirmation Details

Receipt Information

Receipt Date 18-Oct-2018 11:29:58

Received Item Details									
Receipt	Requisition	Description	Quantity	Unit	Waybill	Packing Slip	Item Comments	Receipt Comments	Supplier
105279	33297	FY19 CS19LMN313 Sto:lo Nation Society - Cultural Heritage Overview Assessment (CHOA) Vedder FSR	5358.37	\$\$	2018-1247				STO:LO NATION

[Return to Receiving](#)

# CONTRACT SUMMARY

SUPPLIER CODE <b>371051-006</b>	CONTRACT/PROJECT/FILE NO. <b>C5194YN313</b>	PAGE OF
------------------------------------	--	------------

PROJECT NAME

*Cultural Heritage Overview Assessment - Vedder FSR*

CONTRACTOR'S NAME

*Sto: lo Nation Society*

ADDRESS

*4201 Vedder Road  
Chilliwack, BC, V2R 4G5*

CONTRACT DURATION ▼	COMMENCES	TERMINATES	EXTENSIONS
	Y M D	Y M D	Y M D
	<i>10/06/18</i>	<i>10/09/20</i>	
SUBSTANTIAL COMPL. Y M D	VOTE	RESP	ACCOUNT
FINAL COMPLETION Y M D	SPECIAL APPROVAL NO.(S)	TREAS. BD. SUBM. NO.	ORDER-IN-COUNCIL NO.

BRANCH/REGION/DISTRICT

ADJUSTMENTS - CHANGE OF WORK ORDERS

TOTAL AGREED PRICE	LIMITS BY CLASS	RATE	ORDER NO.	DATE	AMOUNT	ORDER NO.	DATE	AMOUNT
<i>4,815.66</i>	FEE \$	AMOUNT \$	<i>CMAN 16 L</i>	<i>July 13/18</i>	<i>1,677.50</i>			
<i>\$ 6,493.16</i>	EXPENSES \$	UNIT OF TIME						
BID DEPOSIT RELEASE TYPE AND DATE	MATERIALS \$	COST PLUS %						
	OTHER \$	COST PLUS %						
PERFORMANCE BOND	AMOUNT \$	RELEASED ON Y M D	AUTHORIZED BY	MATERIAL/ LABOUR BOND	AMOUNT \$	RELEASED ON Y M D	AUTHORIZED BY	
SECURITY DEPOSIT	AMOUNT \$	FORM "M" NO. AND/OR	SAFEKEEPING AGREEMENT RCVD.	REFUND REQ'D. Y M D	HOLDBACK RELEASE	AUTHORIZED BY (SIGNATURE)		Y M D
		<input type="checkbox"/> YES <input type="checkbox"/> NO						

CONTRACT OFFICER (SPENDING):

*A. Gino Fournier*

CONTRACT COORDINATOR (INSPECTOR):

*Ana Maria Gonzalez*

FINANCIAL OFFICER (PAYMENT):

PROGRESS REPORT NO. PAYMENT CERTIFICATE NO. CHANGE OF WORK ORDER NO. CONTRACT AMENDMENT NO.	VOUCHER NO.	DATE VOUCHER ISSUED Y M D	PAYMENT PERIOD ENDING Y M D	FEE	EXP.	TOTAL DUE (INCL. HOLDBACK)	CURRENT CLAIM		TOTAL PAID OUT	TOTALS TO DATE		COMMENTS
							HOLDBACK %	AMOUNT		HOLDBACK	PAID OUT	
<i>1 PROH</i>												
<i>105279</i>	<i>2018-1247</i>	<i>18/09/24</i>				<i>5,358.37</i>						



Natural Resource Sector

# REQUEST FOR GOVERNMENT TRANSFER

## COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:			INVOICE PAYMENT AMOUNT	\$155,000	
<b>MINISTRY AND TRANSFER PAYMENT IDENTIFICATION</b>					
MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT		BRANCH	Strategic Projects and Indigenous Policy Branch	
PROJECT TITLE:	Collaborative Stewardship Framework Project		DIVISION:	Resource Stewardship Division	
BRANCH CONTACT NAME:	Chris Hamilton		PHONE:	250-213-9032	FAX:
CONTACT NAME ON AGREEMENT:	Chris Hamilton		PHONE:	250-213-9032	FAX:
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:			January 25, 2019		
TERM START DATE:	01-03-2019	TERM END DATE:	31-03-2020	TOTAL AMOUNT:	\$155,000
<b>RECIPIENT IDENTIFICATION</b>					
LEGAL NAME OF RECIPIENT:	Sto:lo Nation Society				
RECIPIENT'S ADDRESS:	#10 – 7201 Vedder Road, Chilliwack, BC V2R 4G5				
RECIPIENT CONTACT NAME:	Dave Schaepe				
E-MAIL:	Dave.Schaepe@stolonation.bc.ca		PHONE:	604 824 5124	FAX:
CONTACT NAME ON AGREEMENT:	Dave Schaepe				
E-MAIL:	DAVE.SCHAEPE@STOLONATION.BC.CA		PHONE:	604 824 5124	FAX:

Page 258 of 328 to/à Page 297 of 328

Withheld pursuant to/removed as

s.16

Page 298 of 328 to/à Page 306 of 328

Withheld pursuant to/removed as

s.16 ; s.21



Page 307 of 328

Withheld pursuant to/removed as

s.16

Page 308 of 328 to/à Page 321 of 328

Withheld pursuant to/removed as

s.16 ; s.21

Page 322 of 328

Withheld pursuant to/removed as

s.16

Page 323 of 328 to/à Page 326 of 328

Withheld pursuant to/removed as

s.16 ; s.21

Page 327 of 328

Withheld pursuant to/removed as

s.16



## My Non Tax Debts Forestry Account Standing



Forestry Account Standing

Generate

Onboard Date From

17-Jul-2016



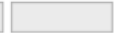
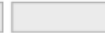
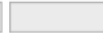
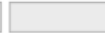
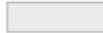
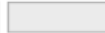
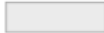
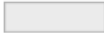
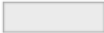
Onboard Date To

16-Jul-2018



CLIENT Number(s)

s.21



No Data Returned

Page 01 of 42 to/à Page 42 of 42

Withheld pursuant to/removed as

s.16

## Fs1-a (2) Sched A Stolo.doc

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**Item ID:** 2  
**File name:** Fs1-a (2) Sched A Stolo.doc  
**Type:** Microsoft Word 97-2003 Document

**Primary Date:** June 8, 2020 3:50:00 PM PDT  
**Family Date:** June 8, 2020 3:50:00 PM PDT  
**Title:** Schedule A - Services  
**Size:** 75 KB (77,312 bytes)  
**Direct Parent ID:** 0

**Source:** Matt LeRoy  
**Source Path:** \\sfp.idir.bcgov\S177\S77104\FNR\In\_Coming\FNR-2021-10087\Records\RSD\Matt LeRoy  
**Location:** Matt LeRoy

**Content Created:** June 8, 2020 3:50:00 PM PDT  
**Content Last Modified:** July 28, 2020 10:23:00 AM PDT  
**File Last Modified:** February 11, 2021 8:54:21 AM PST  
**File Last Accessed:** February 11, 2021 10:42:32 AM PST  
**File Created:** February 11, 2021 10:42:32 AM PST  
**Last Printed:** June 14, 2017 8:42:00 AM PDT  
**Revision number:** 7

**MIME Type:** application/vnd.ms-word  
**File extension:** doc  
**Language:** English  
**MD5 Hash:** 9253faeaadbce22775ab3a708754b1bf

**Summary/Description:** YR  
**Creator(s):** s.15  
**Contributor(s):** Galliazzo, Christine FLNR:EX  
**Organization:** BC Ministry of Forests

**Generator:** Microsoft Office Word  
**Template name:** Normal  
**Page Count:** 2  
**Character count:** 2,313  
**Line count:** 19  
**Word count:** 405  
**Editing time:** 00:24:00

**My tags:**  
**Other's tags:**





## Schedule A - Services

File: 1070-20/FREP CHR Assessments DCK

Attachment to the Agreement with Sto:lo Nation dba Sto:lo Research and Resource Management Centre for Forest and Range Evaluation Program Cultural Heritage Resource Assessments.

### 1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- Collect field data using the FREP CHR Protocol and CHR field cards (or via new FREP IMS CHR Application on iPad) for the following:

District	Sample #	Contract Coordinator	Primary contact at District	Secondary contact at District
Chilliwack	4	Christine Galliazzo 236-478-3042	Natasha Boettcher 778 704-7186	Catherine Charman 778 704-7045

- The Contractor must develop a COVID19 preparedness plan for review by the Contract Coordinator (see worksafe for examples <https://www.worksafebc.com/en/about-us/covid-19-updates>).
- Pre-work meeting via Skype with Contract Coordinator, Christine Galliazzo [Christine.Galliazzo@gov.bc.ca](mailto:Christine.Galliazzo@gov.bc.ca), for an overview of changes to the Protocol, is mandatory.
- Digital packages of background documents (SP's, AIA's, SAP's, etc) will be provided for each CHR sample by the Contract Coordinator.
- Use the latest FREP CHR Field Cards (FS1358A 2016/05), fillable forms (or FREP IMS CHR Application on an iPad if finalized in time. Directions for use of this new CHR App will be provided by the Contract Coordinator). Bring paper field cards to the field in case the CHR App and/or iPad isn't functional.
- If using CHR field cards, completed CHR field cards must be submitted to the Contract Coordinator as Fillable PDF's, or scanned CHR Field Cards, as they are completed in the field so that standards of completion can be reviewed and remedied before other checklists completed. All completed CHR field cards must be submitted on or before November 30, 2020.
- If using the FREP IMS CHR App instead of CHR field cards, the "checklists" are submitted online from an iPad when back online in WiFi immediately following field work.
- De-brief discussion is required with contract coordinator on the success of the project at the end of the field season (e.g., what worked well, what needs improvement).

#### Important information:

- Site access costs will be the responsibility of the contractor

SCHEDULE A  
SERVICES (Continued)

- Contracted assessor must have detailed knowledge of the FREP CHR assessment methodology

**2. KEY PERSONNEL**

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

- (a) Lisa Dojack
- (b) Shannon Enns

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

## **Fs1-b\_0 (2) Sched B Stolo.doc**

---

**Item ID:** 3  
**File name:** Fs1-b\_0 (2) Sched B Stolo.doc  
**Type:** Microsoft Word 97-2003 Document

**Primary Date:** June 8, 2020 3:58:00 PM PDT  
**Family Date:** June 8, 2020 3:58:00 PM PDT  
**Title:** Schedule B - Payment  
**Size:** 86 KB (88,576 bytes)  
**Direct Parent ID:** 0

**Source:** Matt LeRoy  
**Source Path:** \\sfp.idir.bcgov\S177\S77104\FNR\In\_Coming\FNR-2021-10087\Records\RSD\Matt LeRoy  
**Location:** Matt LeRoy

**Content Created:** June 8, 2020 3:58:00 PM PDT  
**Content Last Modified:** July 28, 2020 10:21:00 AM PDT  
**File Last Modified:** February 11, 2021 8:54:35 AM PST  
**File Last Accessed:** February 11, 2021 10:42:34 AM PST  
**File Created:** February 11, 2021 10:42:34 AM PST  
**Last Printed:** May 27, 2011 1:38:00 PM PDT  
**Revision number:** 9

**MIME Type:** application/vnd.ms-word  
**File extension:** doc  
**Language:** English  
**MD5 Hash:** 3aa817cbb25ddbfbff44a8035294f620d

**Summary/Description:** unit of measure

**Creator(s):** s.15  
**Contributor(s):** Galliazzo, Christine FLNR:EX  
**Organization:** BC Ministry of Forests

**Generator:** Microsoft Office Word  
**Template name:** Normal  
**Page Count:** 2  
**Character count:** 2,777  
**Line count:** 23  
**Word count:** 487  
**Editing time:** 00:41:00

**My tags:**  
**Other's tags:**



## Schedule B – Contract Payment

File: 1070-20/FREP Assessments DCK

Attachment to the Agreement with Sto:lo Nation dba Sto:lo Research and Resource Management Centre for Forest and Range Evaluation Program Cultural Heritage Resource Assessments.

### 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 an all-inclusive lump sum price of \$9,200.00 for total satisfactory completion of the Services in accordance with this Agreement. In no event will fees payable to you, in accordance with this Schedule exceed in total \$9,200.00

### 2. Expenses

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

### 3. Holdback from Payment

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

### 4. Submission of Statement of Account

- 4.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of the Services.
- 4.02 The Statement of Account(s) must show the following:
- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
  - (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
  - (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
  - (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;

## **SCHEDULE B**

### CONTRACT PAYMENT

(e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);

(f) any other billing information reasonably requested by us.

4.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

4.04 Invoices are to be submitted to:

Resource Planning and Assessment Branch, MFLNRORD  
3<sup>rd</sup> Fl-2975 Jutland Road, Victoria,  
BC, V8W 9C3

Contact: Christine Galliazzo [Christine.Galliazzo@gov.bc.ca](mailto:Christine.Galliazzo@gov.bc.ca) via email the preferred method.

## **NRS1340 Direct Award Approval and Justification (signed).doc**

**Item ID:** 4  
**File name:** NRS1340 Direct Award Approval and Justification (signed).doc  
**Type:** Microsoft Word 97-2003 Document

**Primary Date:** July 29, 2020 11:38:00 AM PDT  
**Family Date:** July 29, 2020 11:38:00 AM PDT  
**Title:** Direct Award Approval & Justification  
**Size:** 161 KB (164,864 bytes)  
**Direct Parent ID:** 0

**Source:** Matt LeRoy  
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**Contributor(s):** Malkinson, Leah FLNR:EX  
**Organization:** BC Ministry of Forests

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

Contract/File No:

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

Ministry: ☐ MARR

☐ MEM

☐ AGRI

☒ FLNRO

☐ ENV

☐ MNGD (and Minister Responsible for Housing)

Contract Manager (coordinator): Christine Galliazzo  
**Research and Resource Management Centre**

Full Legal Name of Contractor: **Sto:lo Nation dba Sto:lo**

Description of Service or Works: Forest and Range Evaluation Program (FREP) CHR Assessments in the Chilliwack Natural Resource District

### **NEW DIRECT AWARD CONTRACT**

<b>New Contract Value: \$9,200.00</b>	<b>Term Start Date: August 10, 2020</b>	<b>Term End Date: February 26, 2021</b>
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### **TRADE AGREEMENT EXEMPTION**

The contract is exempt from the *Agreement on Internal Trade* (AIT) and the *New West Partnership Trade Agreement* (NWPTA) under the following allowable exemption (See Table 7-2 in Chapter 7.3.2 of the Contract Management Manual):

- Purchase below applicable AIT threshold

### **ACCOUNT CODING**

LINE	DESCRIPTION (mandatory)	QUANTITY (Line value)	CHARGE ACCOUNT				
			Client	RC	Service Line	STOB	Project
1		\$					
2		\$					
3		\$					
4		\$					

### **DETAILS AND HISTORY**

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

Original Contract Value:\$			Term Start Date: _____	End Date: _____
	Revised Amount	% of Increase	Affected Term Date	
Previous Modification	\$	%	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: _____
<b>Current</b> Modification	\$	%	Term Start Date: _____	End Date: _____
<b>TOTAL</b>	\$	%		

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**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
FREP CHR Assessments Chilliwack District	\$2300.00	Term Start Date: <u>May 15, 2019</u> End Date: <u>March 27, 2020</u>
	\$	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: _____

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## 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** of the following exceptional conditions applies.

<input checked="" type="checkbox"/>	CAS Procure -ment Code	<b>ALLOWABLE DIRECT AWARD EXEMPTIONS</b>
<input type="checkbox"/>	<b>200</b>	<b>THE WORK IS WITH ANOTHER GOVERNMENT ORGANIZATION</b> Name of government organization: _____
<input type="checkbox"/>	<b>201</b>	<b>THE MINISTRY CAN <i>STRICTLY</i> PROVE THAT ONLY ONE CONTRACTOR IS QUALIFIED, OR IS AVAILABLE, TO PROVIDE THE SERVICES OR WORKS</b> Clearly define how you have strictly proven that only one contractor is qualified and/or available (i.e., openly advertised similar contract less than three months ago and only had one qualified bidder, etc.): _____ <i>See Code 205 if recently advertised Notice of Intent to Direct Award to prove only one contractor capable/available.</i>
<input type="checkbox"/>	<b>202</b>	<b>AN UNFORESEEABLE EMERGENCY EXISTS AND THE SERVICES OR WORKS COULD NOT BE OBTAINED IN TIME BY MEANS OF A COMPETITIVE PROCESS</b> Clearly define the emergency that exists: _____
<input type="checkbox"/>	<b>203</b>	<b>A COMPETITIVE PROCESS WOULD INTERFERE WITH A MINISTRY'S ABILITY TO MAINTAIN SECURITY OR ORDER OR TO PROTECT HUMAN, ANIMAL OR PLANT LIFE OR HEALTH</b> Define how there would be interference and explain if the situation was unforeseeable and could not have been planned for: _____
<input type="checkbox"/>	<b>204</b>	<b>THE ACQUISITION IS OF A CONFIDENTIAL OR PRIVILEGED NATURE AND DISCLOSURE THROUGH AN OPEN BIDDING PROCESS COULD REASONABLY BE EXPECTED TO COMPROMISE GOVERNMENT CONFIDENTIALITY, CAUSE ECONOMIC DISRUPTION OR BE CONTRARY TO THE PUBLIC INTEREST</b> ( <i>it is the act of disclosing, through open bidding, the ministry activity that causes the disruption; it is not the confidentiality of the actual work that will be performed</i> ). Clearly define how open bidding harms the ministry's confidentiality: _____
<input type="checkbox"/>	<b>205</b>	<b>NOTICE OF INTENT TO DIRECT AWARD - SERVICE OR WORKS &gt;=\$50,000</b> <input type="checkbox"/> On the basis there is only one contractor that can provide the work/services, a Notice of Intent to Direct Award (NRS1282) will be published. <b>NOTE:</b> a Notice of Intent is not required where the procurement falls within one of the above allowable exemptions.
<input type="checkbox"/>	<b>206</b>	<b>DIRECT AWARD IS NOT JUSTIFIED UNDER ONE OF THE ABOVE-NOTED 200- 204 PROCUREMENT CODES OR A NOTICE OF INTENT TO DIRECT AWARD HAS NOT BEEN ISSUED, OR IT IS PERMITTED UNDER A MINISTRY POLICY.</b> ( <i>i.e. the contract is for silviculture services valued at less than \$50,000 and award will be under the initiative for the direct award of silviculture contracts to First Nations contractors/organizations</i> ) <input type="checkbox"/> Name of First Nations Contractor: _____ <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/>	<b>207</b>	<b>THE CONTRACT IS VALUED LESS THAN \$25,000 AND IT IS NOT REASONABLE OR COST-EFFECTIVE TO OPENLY COMPETE THE ACQUISITION AND <u>ALL</u> OF THE FOLLOWING APPLY</b> <ul style="list-style-type: none"> <li>• The prices obtained through direct award correspond with current market value for the same type of work (i.e., as determined through recently openly advertised contracts; <b>AND</b></li> <li>• The direct award is not creating a contractor monopoly through repeated direct awards to the same contractor or group of contractors; <b>AND</b></li> <li>• There are no other interested contractors.</li> </ul>
<input type="checkbox"/>	<b>400</b>	<b>CONTRACT ISSUED TO ONE CONTRACTOR FROM A PRE-QUALIFIED LIST</b> <i>(The process followed must be consistent with the rules that were publicized when the pre-qualification list was established.)</i>

## **RATIONALE**

Be sure to attach copies of all previous justification and rationale documentation.

Provide detailed reason for the direct award or modification:

Consistent with government's commitment to implementing UNDRIP, it is a key mandate for the FREP program to collaborate with Indigenous communities in the evaluation of Cultural Heritage Resources within their respective traditional territories.

This contract pertains to sample sites located within the Sto:lo Nation territory, and Sto:lo Nation dba Sto:lo Research and Resource Management Centre have had CHR Training and have experience completing the CHR assessments on previous direct award contract in past year.

This is a small value contract, < than \$25,000.00 and it is not appropriate to compete the acquisition for these services for the reasons noted above respecting the collaborative nature of this work with First Nations. The price for this work is competitive with the prices paid through other competitively awarded contracts for this type of work. We are not creating a monopoly with this contractor, as sampling in other areas continues to be competitively awarded or directed to other trained consultants who work for the First Nation.

## APPROVALS

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

☒ **Contract Program Manager (Expense Authority)**

Unless local office policy dictates otherwise, the program manager 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

July 28, 2020  
Date Signed

Leah Malkinson

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

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☐ **Next Hierarchical Level of Expense Authority**

Written pre-approval and contract execution of the next hierarchical authority is required whenever the total cumulative value (original contract value plus any and all cumulative modifications) **exceeds** the expense authority's allowable Expense Authority Matrix levels.

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

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

\_\_\_\_\_  
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, the approval and contract execution of the Next Hierarchical Level of Expense Authority is required and 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 competitive process.

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

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

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

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☐ **Direct Award Within One Year to a Former Ministry Employee**

Written approval of the applicable Executive Director is required when a direct award contract is contemplated to a recent (within one year) former ministry employee.

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

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

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

## SRRMC cosigned.pdf

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**Family Date:** September 9, 2020 2:29:32 PM PDT  
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Ministry of  
Forests, Lands,  
Natural Resource Operations  
& Rural Development

## Consulting and General Services Contract

CONTRACT./FILE NO:  
1070-20/OT21FHQ139

THIS AGREEMENT DATED FOR REFERENCE THE  
5<sup>th</sup> DAY OF AUGUST, 2020.

PROJECT DESCRIPTION: Forest and Range Evaluation Program Cultural Heritage Resource Assessments

**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

Resource Planning and Assessment Branch  
3<sup>RD</sup> Floor, 2975 Jutland Road, Victoria, BC, V8T 5J9  
PO Box 9513, Stn Prov Govt, Victoria, BC, V8W 9C2

Phone Number: (236) 478-3042  
Ministry Representative: Christine Galliazzo  
E-mail Address: [Christine.Galliazzo@gov.bc.ca](mailto:Christine.Galliazzo@gov.bc.ca)

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

**AND:**

Sto:lo Nation dba Sto:lo Research and Resource Management Centre  
Building 10-7201 Vedder Road, Chilliwack, BC, V2R 4G5

Phone Number: 604-824-5107 Fax: 604-824-5129  
E-mail Address: [Cara.Brendzy@stolonation.bc.ca](mailto:Cara.Brendzy@stolonation.bc.ca)  
Contractor Representative: Cara Brendzy  
Business Number:  
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 'D'	Insurance Requirements

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 August 10, 2020 to and including February 26, 2021 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**

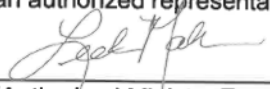

17.01 In this Agreement:

- (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 an authorized representative of the Province 	<b>SIGNED AND DELIVERED</b> 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)
Leah Malkinson	Cara Brendzy
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this <u>14</u> day of <u>September</u> , 20 <u>20</u>	Dated this <u>9</u> day of <u>September</u> , 20 <u>20</u>