

## EN21DSN027

---

From: Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>  
To: Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>  
Attachments: APPROVED: FOR RED APPROVAL: Pathways 2 - Leo / Driftwood Road Upgrade ~ \$333,333.33, 20200819102650524.pdf, FW: DRAFT leo-driftwood enhancement funding request, image001.jpg, 255409 - Pathways 2.0 Agreement.pdf, 253607 Pathway Forward 2.0 Agreement - SIGNED.pdf, Whole Contract - Signed - EN21DSN025.pdf

*Jasmin Campbell*

Resource and Contract Administrator

Front Counter BC

Ministry of Forests, Lands & Natural Resource Operations

1560 Highway 16 East

PO Box 190

Vanderhoof, BC V0J 3A0

Phone 250.570.0642

Fax 250.567.6370

Toll Free: 1.877.855.3222



[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca)

How did we do? You are invited to [Complete an Online Comment Card](#)

**APPROVED: FOR RED APPROVAL: Pathways 2 - Leo / Driftwood Road Upgrade ~ \$333,333.33**

---

From: Cole, Wendy FLNR:EX <Wendy.Cole@gov.bc.ca>  
To: Van Dolah, David FLNR:EX <David.VanDolah@gov.bc.ca>  
Attachments: nrs1400\_request\_to\_Takla.pdf

Dave

Approval for this contract request provided

Wendy Cole  
Regional Executive Administrator  
Omineca Natural Resource Region  
Tel: 250-645-9463

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

From: Rawling, Greg FLNR:EX <Greg.Rawling@gov.bc.ca>  
Sent: August 19, 2020 11:11 AM  
To: Cole, Wendy FLNR:EX <Wendy.Cole@gov.bc.ca>  
Subject: FW: FOR RED APPROVAL: Pathways 2 - Leo / Driftwood Road Upgrade ~ \$333,333.33  
Importance: High

approved

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

From: Cole, Wendy FLNR:EX <Wendy.Cole@gov.bc.ca>  
Sent: August 19, 2020 8:45 AM  
To: Rawling, Greg FLNR:EX <Greg.Rawling@gov.bc.ca>  
Subject: FOR RED APPROVAL: Pathways 2 - Leo / Driftwood Road Upgrade ~ \$333,333.33  
Importance: High

Greg

Please see attached contract request for your approval.

Pathways 2 - Leo / Driftwood Road Upgrade  
Contact: Vince Sewell  
\$333,333.33 - G2G Pathways funding  
NRS 1400 Completed

Thanks

Wendy Cole  
Regional Executive Administrator  
Omineca Natural Resource Region  
Tel: 250-645-9463

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

From: Van Dolah, David FLNR:EX <David.VanDolah@gov.bc.ca>

Sent: August 19, 2020 8:32 AM

To: Cole, Wendy FLNR:EX <Wendy.Cole@gov.bc.ca>; Rawling, Greg FLNR:EX <Greg.Rawling@gov.bc.ca>

Subject: FOR APPROVAL: Pathways 2 - Leo / Driftwood Road Upgrade

The attached project is for the Leo/Driftwood road works that we received \$4 million over 4 years. Treasury Board approved the first \$1 million, which has been split equally between Takla, Tl'azt'en and Nak'azdli. The other two NRS1400 will be coming shortly.

[Instructions for EA: Review Sections 1-3 of the attached form and forward the email request including this form with your response. Include the Project Name, Amount, and your signature block in your reply.]

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

[Reset Form](#)

## Section 1 - Ministry Identification

Ministry: FLNRORD	Division/Branch: Stuart Nechako Forest District	City/Region: Fort St. James
Qualified Receiver/Contract Manager: Vince Sewell		Phone/Email: vince.sewell@gov.bc.ca
Project Title: Pathways 2 - Leo / Driftwood Road Upgrade		

## Section 2 - Project Details

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

Contract Number: (if known)EN21DSN025	Has a Privacy Impact Assessment been conducted for this contract? No		
<p>Program areas should be aware that a PIA <i>could</i> be necessary. You can proceed with your procurement regardless of the need for, or status of a PIA. If a PIA is required, ensure the PIA number is documented in the contract file when obtained.</p> <p>If you require more information, contact the NRM Privacy Team at <a href="mailto:NRM.Privacy@gov.bc.ca">NRM.Privacy@gov.bc.ca</a>.</p>			
<p>Description of Work: <span style="background-color: yellow;">?</span></p> <p>Upgrade of Forest Service Road that accesses remote First Nation Communities</p>			
<p>Intent Statement - What are the outcomes? <span style="background-color: yellow;">?</span></p> <p>Improve the road and safety conditions for all users of the Leo / Driftwood FSRs by improving drainage, road surface and maintenance standards for the roads</p>			
<p>Describe the impacts on the program delivery if not approved: <span style="background-color: yellow;">?</span></p> <p>This work is part of an agreement between the Province and the 3 First Nation Communities. Failure to complete this project would damage relations and not fulfill the agreement</p>			
Anticipated Term of Agreement: Start date: July 3, 2020		End date: March 31, 2022	
Will there be an <a href="#">Option to Renew</a> ? Yes	Number of renewals: 2	Term (per renewal): Year(s) 1	Month(s) 0

## Section 3 - What are you purchasing?

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

What are you purchasing? Services	What is the estimated value of the contract?	\$333,333.33
Funding Source - Base Amount: \$1,000,000.00	Funding Source - Other Amount:	
Other Source Details: Funding is committed through a G2G agreement with First Nations via the Pathways Forward 2.0		
Will there be a Cost Recovery?		

## Section 4 - Approvals

### Prepared By

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

Name: Vince Sewell	Position: Engineering Officer	
Email: vince.sewell@gov.bc.ca	Date: June 26, 2020	Action: Submit for Approval <span style="border: 1px solid black; padding: 0 2px;">?</span>

☐ Add additional comments for Expense Authority

### Expense Authority

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

Name: David Van Dolah	Position: District Manager
Email: David.VanDolah@gov.bc.ca	

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

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

Name: Greg Rawling	Position: Regional Executive Director
Email: Greg.Rawling@gov.bc.ca	

## Section 5 - Purchase Order Setup

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

Legal name and address of the vendor who was awarded the contract:

Sasuchan Development Corporation  
As General Partner of Takla Lake Limited Partnership  
O: 236-423-0909  
snycholat@sasuchan.ca  
300 – 1777 3rd Avenue, Prince George, BC V2L-3G7  
www.sasuchan.ca

Has the vendor been verified in the [Corporate Registry](#)? Yes  Contract Number: (if known)EN21DSN025

Description of Services: Provide road upgrade and construction services as agreed to with the Province.

Procurement Code: 206 (Direct Award - Permitted under another corporate policy or legislation)

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

PO Class Code:  Start Date: July 3, 2020 End Date: March 31, 2022

Account Distribution:

#	FY	CLIENT	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT	AMOUNT
1		1 2 8	7 1 8 5 3	4 0 8 1 4	7 2 0 5	7 1 0 0 0 0 0	\$333,333.33

**TOTAL AMOUNT OF CONTRACT** \$333,333.33

**AMOUNT OF ACCOUNT DISTRIBUTION**

\$333,333.33

Will taxes apply to any fees or expenses? Don't Know  GST Number: (if known)

☐ Add additional comments for Accounts Payable

Page 007 of 167

Withheld pursuant to/removed as

s.16

## FW: DRAFT leo-driftwood enhancement funding request

---

From: Sewell, Vince FLNR:EX <Vince.Sewell@gov.bc.ca>  
To: Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>

### Vince Sewell RFT

District Engineering Officer  
Stuart Nechako Resource District  
Phone 236-409-2002  
Vince.Sewell@gov.bc.ca

---

**From:** Borth, Lori J FLNR:EX <Lori.Borth@gov.bc.ca>  
**Sent:** June 19, 2020 1:28 PM  
**To:** Van Dolah, David FLNR:EX <David.VanDolah@gov.bc.ca>; Wheatley, Andrew FLNR:EX <Andrew.Wheatley@gov.bc.ca>; Sewell, Vince FLNR:EX <Vince.Sewell@gov.bc.ca>  
**Subject:** RE: DRAFT leo-driftwood enhancement funding request

Hi,  
Thanks,

I just went through a similar thing that Takla brought a concern up about an arrangement with BCTS in which BCTS thought they had to do a NOI and it was determined it is not required. So maybe one less step.

Since this is committed through a G2G agreement with FNs I think it will fall under that same rules as below: (this info from Takla was provided to us re the BCTS situation. Eric followed up with contracting experts and is was deemed we don't require to do a NOI.

Takla indicated that a *Notice of Intent to direct award* is not necessary nor appropriate following the BC governments own policy.

<https://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/how-to-buy-services/procurement-process/pre-award/direct-awards/noi-faqs>

#### As per **Notice of Intent FAQs**

No, a NOI is not required if it is determined that the direct award meets one or more of the allowable exceptions specified in section 6.3.3.a.1 of the Core Policy and Procedures Manual.

<https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/procurement#6i33a>

Government does not have to post a Notice of Intent if one or more of the exceptions are satisfied under section 6.3.3 Contract Award- All Procurement

1. Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:

- the contract is with another government organization;
- 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.

3.0 The direct award of a Shared Cost Arrangement must meet a direct award condition of 6.3.3 a (1), or be:

- financial assistance provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program); or
- a competitive selection is not appropriate.

Anyway I know they will raise it again.

---

**From:** Van Dolah, David FLNR:EX <David.VanDolah@gov.bc.ca>  
**Sent:** June 19, 2020 1:11 PM  
**To:** Wheatley, Andrew FLNR:EX <Andrew.Wheatley@gov.bc.ca>; Borth, Lori J FLNR:EX <Lori.Borth@gov.bc.ca>;

Sewell, Vince FLNR:EX <[Vince.Sewell@gov.bc.ca](mailto:Vince.Sewell@gov.bc.ca)>

**Subject:** RE: DRAFT leo-driftwood enhancement funding request

I looked at some of the previous contracts (EN19DSN-024) that were approved, for the original Road Side Letter direct award contracts, and it looks like they might have been signed off by Greg. We will require a direct award rationale as well as a Notice of Intent to Direct Award, (giving other contractors an opportunity to challenge the direct award decision). I added the NOI that we put together in 2017 for everyone's review.

---

**From:** Wheatley, Andrew FLNR:EX <[Andrew.Wheatley@gov.bc.ca](mailto:Andrew.Wheatley@gov.bc.ca)>

**Sent:** June 19, 2020 11:00 AM

**To:** Borth, Lori J FLNR:EX <[Lori.Borth@gov.bc.ca](mailto:Lori.Borth@gov.bc.ca)>; Sewell, Vince FLNR:EX <[Vince.Sewell@gov.bc.ca](mailto:Vince.Sewell@gov.bc.ca)>

**Cc:** Van Dolah, David FLNR:EX <[David.VanDolah@gov.bc.ca](mailto:David.VanDolah@gov.bc.ca)>

**Subject:** RE: DRAFT leo-driftwood enhancement funding request

Hey guys as Vince and I plow through this , who's signing these contracts? Peter W in branch? Greg R. in the region? Do we need the direct award documentation to accompany the contracts, if this is covered under the Pathways agreement?

Needing some more info.....

Thanks

---

**From:** Borth, Lori J FLNR:EX <[Lori.Borth@gov.bc.ca](mailto:Lori.Borth@gov.bc.ca)>

**Sent:** June 19, 2020 10:44 AM

**To:** Wheatley, Andrew FLNR:EX <[Andrew.Wheatley@gov.bc.ca](mailto:Andrew.Wheatley@gov.bc.ca)>; Sewell, Vince FLNR:EX <[Vince.Sewell@gov.bc.ca](mailto:Vince.Sewell@gov.bc.ca)>

**Subject:** RE: DRAFT leo-driftwood enhancement funding request

Hi,

I will wait to do anything with this as far as sending up the line until I hear back from you

I think Branch wanted Jason to review this as well with you which you are probably already planning but just remembered Peter had said that.

Thanks

---

**From:** Andrew Groom <[andrew.groom@sasuchan.ca](mailto:andrew.groom@sasuchan.ca)>

**Sent:** June 19, 2020 7:52 AM

**To:** Sewell, Vince FLNR:EX <[Vince.Sewell@gov.bc.ca](mailto:Vince.Sewell@gov.bc.ca)>; Wheatley, Andrew FLNR:EX <[Andrew.Wheatley@gov.bc.ca](mailto:Andrew.Wheatley@gov.bc.ca)>; Borth, Lori J FLNR:EX <[Lori.Borth@gov.bc.ca](mailto:Lori.Borth@gov.bc.ca)>

**Cc:** Dave Bryden <[dave.bryden60@gmail.com](mailto:dave.bryden60@gmail.com)>; XT:Leidl, John FLNR:IN <[jleidl@tanizultimber.com](mailto:jleidl@tanizultimber.com)>; Steve Nycholat <[s.nycholat@sasuchan.ca](mailto:s.nycholat@sasuchan.ca)>; Reg Mueller <[Reg@nakdc.ca](mailto:Reg@nakdc.ca)>

**Subject:** DRAFT leo-driftwood enhancement funding request

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi All

Find attached the DRAFT Leo-Driftwood enhancement budget for 2020. Discussions ended our meeting yesterday about how to project this into 3 separate contracts being awarded by the MOF. I was tasked to divide these activities into 3 sections acting as a schedule for the 3 contracts.

I'm canvassing for ideas how easiest to do this.....in reviewing this information, you can see certain sections receive large amounts of the allocated funds and others receive very little.

On the Driftwood for example section 45-53km received \$245,000, +/-25% of the DRIFTWOOD allocation of total funds over 9km section. It would become a tracking challenge if we had activities -ex. (culvert replacement

occurring on section 0-69km so 0-27, allocated to FN2 and 27-69km allocated to FN3 but most of the pipes were replaced in 27-69km) invoicing and tracking would be 70% culvert replacement cost to FN contract 3 30% to FN contract 2.

As the funding request is displayed in 2 sheets, 2 roads, an average \$ per km is being proposed, each contract awards equal dollars equal km's managed to each FN. (see funding allocation). Reg has previously stated that their allocation would be divided half to driftwood, half to leo enhancements.

If there is a better idea in the audience how to present this this version can be revised

Thanks  
Andy



File: 10450-20/Takla, Tl'azt'en, Nak'azdli

Reference: 255409

May 13, 2020

**VIA EMAIL:** [Chief@Nakazdli.ca](mailto:Chief@Nakazdli.ca)  
[Chief@taklafn.ca](mailto:Chief@taklafn.ca)  
[Chief@tlazten.bc.ca](mailto:Chief@tlazten.bc.ca)

Chief John A French  
Takla Nation  
Unit 401 – 1777 3<sup>rd</sup> Avenue  
Prince George, British Columbia  
V2L 3G7

Chief Bev John  
Tl'azt'en Nation  
Box 670  
Fort St. James, British Columbia  
V0J 1P0

Chief Alexander McKinnon  
Nak'azdli Whut'en  
PO Box 1329, 100 Hwy 27  
Fort St. James, British Columbia  
V0J 1P0

Dear Chiefs French, John and McKinnon:

The Province of British Columbia, Takla Nation (Takla), Nak'azdli Whut'en (Nak'azdli) and Tl'azt'en Nation (Tl'azt'en) (collectively, the "Parties") wish to work collaboratively to continue to improve the safety and quality of the Leo Driftwood Forest Service Roads that serve your communities as part of the implementation of the Pathways Forward 2.0 Agreement.

The Province has identified up to \$1 million in each of fiscal years 2019/20 through 2022/23 that the Ministry of Forests, Lands, Natural Resource Operations, and Rural Development, (FLNRORD) can access for capital projects and enhanced maintenance that exceeds forest service road standard maintenance. The funding is intended to provide for both immediate and long-term improvements to road conditions as set out in this letter and based on priorities identified in the collaborative Strategic Road Study dated November 21, 2017.

Page 1 of 3

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

Office of the Assistant  
Deputy Minister

Mailing Address:  
Bag 5000 3726 Alfred Avenue  
Smithers BC, V0J 2N0

Tel: 250 847-7260  
Fax: 250 847-7556  
Website: [www.gov.bc.ca/for](http://www.gov.bc.ca/for)

Chiefs French, John and McKinnon

Subject to collaborative work developed through a project team that will be established, the funding is proposed to focus on the following goals:

1. To continue with improving the quality of the Leo and Driftwood Forest Service Roads or road sections for all users that may result in:
  - Improved safety for individuals;
  - Reductions in environmental impacts from the roads; and
  - Reduction in wear and tear to vehicles and machinery;
2. Meeting or exceeding provincial road standards in the *Forest Act* and *Forest Planning and Practices Regulation*;
3. Completing recommended priority projects as per the Strategic Road Study Report

FLNRORD proposes to work through the project team that will be set up to identify priority projects. The Parties will jointly develop a plan by May 31, 2020 that identifies immediate forest service road improvements and enhanced maintenance that can be actioned in 2020/21.

A longer-term project plan for potential capital projects should be determined as per recommendations from the Road Study Report that address acute forest service road safety, enhanced maintenance, and reconstruction issues.

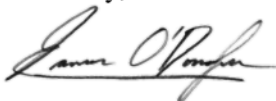
Where roads are currently managed through a road use permit, projects will be planned and implemented in cooperation with the road use permit holders(s) to maximize benefits to all.

Contract opportunities that the Parties jointly identify based on the above will be made available to Takla, Tl'az'ten, and Nak'azdli, respectively based on the location of the project and subject to the Nations meeting contract qualifications including market rates and industry standards.

The Parties acknowledge that there is a commitment to continue to collaboratively explore potential avenues to address the longer-term issues identified in the road study that are unable to be completed with the funding committed to date.

If you have any questions, please contact Lori Borth, Director of Strategic Initiatives by cell phone at 250-570-9442 or [Lori.Borth@gov.bc.ca](mailto:Lori.Borth@gov.bc.ca)

Sincerely,



Eamon O'Donoghue  
Assistant Deputy Minister

pc: Minister Doug Donaldson, Ministry of Forests, Lands, Natural Resource Operations & Rural Development  
Greg Rawling, Regional Executive Director, Omineca Natural Resource Region  
Peter Wyatt, Director, Engineering Branch

Chiefs French, John and McKinnon

Lori Borth, Director of Strategic Initiatives, Omineca Natural Resource Region  
David Van Dolah, District Manager, Stuart Nechako Natural Resource District

**PATHWAY FORWARD 2.0. AGREEMENT**  
(the "Agreement")

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations and Rural Development, and the Minister of Energy, Mines and Petroleum Resources

("B.C.")

**AND:**

**BURNS LAKE, NADLEH WHUTEN, NAK'AZDLI WHUT'EN, SAIK'UZ FIRST NATION, STELLAT'EN FIRST NATION, TAKLA NATION, and TL'AZT'EN NATION**, each on their own behalf and on behalf of their members

("CSFNs")

**AND:**

**CARRIER SEKANI TRIBAL COUNCIL**, a society under the *Societies Act*, S.B.C. 2015, c. 18

("CSTC")

(Hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**")

**WHEREAS:**

- A. The Parties entered into the Environmental and Socio-Cultural Initiatives Agreement ("**ESCIA**") on April 2, 2015 to address environmental and socio-cultural cultural matters in connection with natural gas pipelines that were being proposed in the CSFNs' traditional territories ("**Territories**");
- B. The Parties also entered into the Collaboration Agreement on April 2, 2015, which established a framework to:
  - (i) facilitate ongoing reconciliation of Crown and Aboriginal titles and rights in the Territories;
  - (ii) negotiate government-to-government agreements in relation to natural resource development and environmental stewardship in the Territories; and
  - (iii) create a new government-to-government relationship based on collaboration and agreement.
- C. Building on the foundation of the Collaboration Agreement in which B.C. recognized the existence of Carrier Sekani Aboriginal title and rights in the Territories, the Parties entered into the *Whubats'ut'en Nus Whetee Agreement* (the "**Interim Pathway Forward Agreement**") on March 28, 2017 to continue their work together in a collaborative, step-

wise manner towards ongoing reconciliation of Carrier Sekani and B.C. titles, rights, and interests in the Territories;

- D. The Parties have continued to negotiate reconciliation mechanisms between them across all resource sectors that empower the CSFNs to engage in economic, social, cultural, and political development in the Territories;
- E. The Parties will continue to work together in a manner that supports efforts by the CSFNs and CSTC to implement this Agreement in collective ways, all while respecting Carrier Sekani Aboriginal title and rights and the CSFNs' pursuit of self-determination;
- F. The Parties wish to enter into this Agreement to consolidate their government-to-government arrangements and build towards comprehensive reconciliation by:
  - (i) enhancing their government-to-government relationship in a manner that:
    - (a) integrates sustainable economic development, stewardship, culture, and governance;
    - (b) creates opportunities for substantial and valuable new equity positions for the CSFNs and their members in the regional economy in ways that benefit CSFN and non-CSFN communities;
    - (c) closes socio-economic gaps between CSFN and non-CSFN communities;
    - (d) sustainably manages lands, water, air, and natural resources in a way that contributes to the CSFNs' ability to meaningfully exercise their Aboriginal title, rights, and interests in the Territories while also enabling enhanced economic development that benefits the CSFNs and the regional economy;
    - (e) provides capacity to assist the CSFNs in carrying out the governance work to:
      - (1) enhance relationships between CSFN governance processes and B.C. decision-making processes;
      - (2) strengthen intergovernmental relations;
      - (3) revitalize and enhance CSFN governance structures and potentially build new ones; and
      - (4) move to self-governance under a comprehensive reconciliation agreement;
    - (f) continues the social and cultural work started under the ESCIA;
    - (g) provides enhanced predictability for the Parties, industry, and the public in British Columbia; and
  - (ii) establishing a framework to negotiate a comprehensive reconciliation agreement ("**CRA**") during the Term, which is based on a step-wise approach to reconciliation and appropriately considers the roles of the CSFNs, B.C., and Canada.

**NOW THEREFORE** in consideration of the promises and mutual covenants and agreements hereinafter set out, the Parties hereby agree as follows:

**PART 1 – VISION**

- 1.1 **Shared vision for comprehensive reconciliation.** The Parties' shared vision for comprehensive reconciliation is to effect change to bring about circumstances such that Carrier Sekani peoples are self-determining, self-governing, self-sufficient, and can practice their culture, traditions, and customs within their Territories as an important and honoured part of British Columbia society.
- 1.2 Core elements of the Parties' shared vision for comprehensive reconciliation include:
- (a) Carrier Sekani peoples are self-governing through recognized government(s) under s. 35 of the *Constitution Act, 1982*, and enjoy strong government-to-government relationships with B.C. and Canada;
  - (b) Carrier Sekani governance integrates traditional and elected forms, and includes jurisdiction to raise revenues required to administer Carrier Sekani governance institutions;
  - (c) Carrier Sekani Aboriginal title and rights are implemented by agreement in a manner which enhances harmonious and cooperative relationships among federal, provincial, and Carrier Sekani governments, based on principles of justice, democracy, respect for human rights, non-discrimination, certainty of jurisdiction, and good faith;
  - (d) strong, flexible and enduring relationships between the Parties that can be continuously improved;
  - (e) Carrier Sekani governance and stewardship of the lands, ecosystems, and resources in the Territories are implemented by agreement, and provide the basis for managing them so as to ensure their continued use and occupation by future generations of Carrier Sekani peoples;
  - (f) historic grievances have been addressed or are being addressed through mutually-defined processes;
  - (g) Carrier Sekani culture is recognized, understood, and celebrated in the region, in British Columbia, and, more generally, in Canada;
  - (h) the socio-economic gap between Carrier Sekani and other communities in Canada is closed; and
  - (i) Carrier Sekani businesses and partnerships are integral to a stable and dynamic regional economy.

## PART 2 - PURPOSE

- 2.1 **Purpose.** The purpose of this Agreement is to provide the mechanisms by which the Parties will work together in a collaborative, step-wise manner towards long-term and comprehensive reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories to help realize their joint vision ("**Purpose**").
- 2.2 The Parties will achieve the Purpose by:
- (a) negotiating subsequent agreements to continue to advance long-term and comprehensive reconciliation between the Parties, including a CRA as set out in Part 4; and
  - (b) implementing the following reconciliation measures to contribute towards long-term and comprehensive reconciliation between the Parties:
    - (i) implementing a collaborative CSFN/B.C. economic development initiative as set out in Part 5;
    - (ii) providing payments to the CSFNs that contribute to economic accommodation for provincial forest and range decisions made during the Term as set out in Part 6;
    - (iii) developing and implementing governance matters, including continuing existing, and establishing new, decision-making processes in connection with natural resource development and environmental stewardship in the Territories as set out in Part 7;
    - (iv) furthering the Parties' stewardship commitments through engagement at the Environmental Stewardship Initiative Omineca Demonstration Project Team ("**ESI Demo Project Team**");
    - (v) promoting and enhancing social and cultural well-being and opportunities for CSFN communities and members through the mechanisms established in Part 8; and
    - (vi) monitoring, assessing, and managing the implementation of this Agreement.

## PART 3 – PRINCIPLES

- 3.1 **Principles.** The Parties will be guided by the following principles in implementing this Agreement:
- (a) reconciliation is a process rather than a final outcome;
  - (b) the reconciliation process involves working together in a collaborative, step-wise manner toward ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories;

- (c) the Parties will coordinate their efforts in implementing this Agreement to:
  - (i) contribute towards long-term and comprehensive reconciliation between the CSFNs and B.C.;
  - (ii) take meaningful, incremental steps to achieve mutually-beneficial economic, socio-cultural, and stewardship outcomes that are integral to reconciliation;
  - (iii) build awareness and support for the Parties' reconciliation efforts within CSFN and non-CSFN communities;
  - (iv) systematically move away from an adversarial relationship to a true government-to-government relationship that encourages collaboration and joint problem-solving and where both Parties seek to avoid conflict; and
  - (v) work with Canada to advance long-term reconciliation.

#### **PART 4 – COMPREHENSIVE RECONCILIATION AGREEMENT**

- 4.1 **Commitment to comprehensive reconciliation.** The Parties are committed to comprehensive reconciliation and will negotiate a CRA during the Term through the Reconciliation Table they established in March 2017 in accordance with this Part 4.
- 4.2 The CRA will:
  - (a) be based on recognition and implementation of Carrier Sekani Aboriginal title and rights;
  - (b) reconcile Carrier Sekani and Crown titles, rights, and interests in the Territories;
  - (c) set out how Carrier Sekani Aboriginal title and rights will be implemented through various intergovernmental arrangements; and
  - (d) be based upon and guided by, where applicable, the *United Nations Declaration on the Rights of Indigenous Peoples*, the Truth and Reconciliation Commission's *Calls to Action*, and relevant case law.
- 4.3 As a first step, the Reconciliation Table will continue to negotiate in good faith and seek to reach agreement on the outline, structure, and core elements of a CRA ("**Outline**") by exploring a variety of topics, including:
  - (a) **Environmental Stewardship**, including environmental protection, enhancement, and restoration, management of land, air, water, and resources in the Territories, access management, and strategic planning;
  - (b) **Environmental Assessment and Regulatory Review of Major Projects**;
  - (c) **Governance and Decision-Making**, including: (i) reconciliation of CSFN, B.C. and Canada's respective jurisdictions, governance, laws, and responsibilities; (ii) legislative recognition of CSFNs as governments with law-making jurisdiction; and (iii) decision-making processes and related intergovernmental arrangements;

- (d) **CSFN Lands**, including the identification, principles and approaches that will apply to legal recognition of Carrier Sekani Aboriginal title lands in a step-wise manner, land selection and transfer, the legal status of lands, and incremental land transfers;
- (e) **Fiscal Relations, Revenue Sharing and Economic Matters**, including implementation funding;
- (f) **Forestry**;
- (g) **Mining**;
- (h) **Carbon**;
- (i) **Water**;
- (j) **Socio-Cultural Matters**, including education and training, culture, language, children and families, healthy communities, and justice;
- (k) **CSFN Sustainable Economic Development**;
- (l) **Dispute Resolution**; and
- (m) **General Provisions**, including measures to achieve greater stability and lasting certainty for the CSFNs and B.C. in the Territories.

4.4 **Review of Outline.** The Leadership Table, as continued under this Agreement in Part 9, will review, and seek to endorse, the Outline within 60 Working Days of the execution of the Agreement by all of the Parties. Each Party will then seek any mandate required to enable and inform CRA negotiations.

4.5 **Tripartite CRA negotiations.** The Parties:

- (a) agree that Canada's participation in CRA negotiations will:
  - (i) enhance their capacity to address their interests;
  - (ii) help resolve core elements of a CRA, including CSFN self-governance, historic grievances, and Carrier Sekani Aboriginal title lands; and
- (b) will continue to work together to engage Canada:
  - (i) in CRA negotiations to achieve ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories; and
  - (ii) with respect to developing an intergovernmental fiscal relationship for CRA negotiations and implementation to work towards achieving ongoing reconciliation.

- 4.6 **Reconciliation Table.** The Reconciliation Table will structure its CRA negotiations so as to:
- (a) continue to make progress on a bilateral (CSFN-B.C.) basis on those matters that can be negotiated and implemented between the CSFNs and B.C.;
  - (b) focus on priority areas to exercise CSFN jurisdiction and authority, including in connection with Carrier Sekani children and families; and
  - (c) secure Canada's commitment to participate as a partner in, and prioritize, the CRA negotiations, including in connection with:
    - (i) those matters that require Canada's involvement in the negotiations; and
    - (ii) capacity funding and fiscal resources that will facilitate ongoing reconciliation.
- 4.7 **Sub-tables.** The Parties will, where necessary, create sub-tables of the Reconciliation Table to facilitate and streamline their negotiations, including:
- (a) a Forestry Sub-Table;
  - (b) a Mining Sub-Table; and
  - (c) a sub-table(s) to address CSFN interests in historic issues.
- 4.8 **Forestry-related matters.** The Parties will continue to negotiate forestry-related matters through the Forestry Sub-Table. The negotiations at the Forestry Sub-Table will seek to reach agreement on innovative solutions to work towards reconciling the Parties' interests, which are set out in **Schedule "A"**, in a step-wise manner to address the following priorities:
- (a) tenure opportunities in the Territories, including long-term, area-based and volume-based tenures;
  - (b) the relationship between the CSFNs and British Columbia Timber Sales ("BCTS"), including all elements of BCTS' operations in the Territories;
  - (c) forestry economic development and commercial relations with non-CSFN tenure holders; and
  - (d) other topics identified by the Parties during the Term and prioritized in the work plan developed under section 9.4.
- 4.9 **New CSFN forest tenures.** The Parties acknowledge and agree that CSFN economies have been, and are, to a large extent, forestry-based, and that providing the CSFNs with new, long-term forest tenures is an essential element to the strategic objectives of the regional economic development initiative set out in section 5.2.
- 4.10 **Step-wise approach to new CSFN forest tenures.** The Parties will implement a step-wise approach to making recommendations to the Minister of Forests, Lands, Natural

Resource Operations and Rural Development ("**Forest Minister**") on a priority basis about how the Forest Minister can provide the CSFNs with new, long-term forest tenures.

- 4.11 In particular, the Parties will focus their initial recommendations on how the Forest Minister can provide the CSFNs with new, long-term forest tenures in the Prince George Timber Supply Area ("TSA").
- 4.12 The Parties will then develop recommendations on how the Forest Minister can provide the CSFNs with additional new, long-term forest tenures, including in other TSAs that intersect with the Territories.
- 4.13 **Immediate measures.** As a measure of good faith and as part of the step-wise approach to reconciliation that the Parties have adopted, the Reconciliation Table and/or the sub-tables will, during the Term, continue to discuss and negotiate immediate measures to enhance ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories, subject to B.C. and the CSFNs taking steps in good faith to seek and obtain any mandates required to do so.

## **PART 5 – CSFN/B.C. REGIONAL ECONOMIC DEVELOPMENT INITIATIVE**

5.1 **Vision statement.** The Parties share a common vision that:

- (a) their government-to-government partnership on regional economic development established in this Agreement is a cornerstone of reconciliation;
- (b) the innovative approaches and new financial mechanisms provided for in this Agreement are designed to assist the Parties achieve the desired outcomes, which include:
  - (i) CSFNs holding major equity positions in the regional economy, including ownership interests in mining, forestry, and energy projects, transportation services, industrial and non-industrial service industries, as well as education and health services;
  - (ii) indicators of CSFN community well-being that are on par with indicators for other communities, provincially and nationally;
  - (iii) a healthy regional economy in which CSFN and non-CSFN communities are flourishing and prospering; and
  - (iv) the ability of the CSFNs and B.C., in partnership, to attract significant, new investment in major energy and natural resource projects in the Territories.

5.2 **Strategic objectives.** The Parties acknowledge and agree that they will work together in a collaborative, consensus-based, step-wise manner to:

- (a) initiate collaborative economic development driven by regional (such as major projects and forestry) and CSFN community-based economic development initiatives with a view to creating substantial and valuable new equity positions for the CSFNs and their members in the regional economy over time that results in:

- (i) increased capital investment in the region through the development of major natural resource and energy projects;
- (ii) increased capital investment in both CSFN and non-CSFN businesses;
- (iii) increased numbers of jobs for CSFN members and local communities;
- (iv) enhanced and new sources of revenue to support CSFN self-determination and nation-building;
- (v) increased sector competitiveness and predictability for the CSFNs, B.C., and industry; and
- (vi) enhanced opportunity for the CSFN to access new tenures,  
all supported by provincial, CSFN, federal, and private sector financing mechanisms;
- (b) establish sources of capital and other financing mechanisms, or explore the use of existing mechanisms, to support CSFN economic development;
- (c) increase sources of capital over time, including by drawing in federal funding commitments and cultivating partnerships with the private sector;
- (d) enhance the Parties' collaborative capacity to foster regional economic development through CSFN economic development initiatives;
- (e) implement and enhance the Parties' economic development partnership in a manner that contributes to, and facilitates, comprehensive reconciliation; and
- (f) resolve territorial overlap disputes and shared areas in the Territories that will deliver predictability in support of economic development.

5.3 **Regional Economic Development Initiative.** The Parties will take the following steps to contribute to the joint development of their regional economic development initiative:

- (a) jointly develop a terms of reference for an economic development advisory committee ("**Advisory Committee**") within 20 Working Days of the execution of the Agreement by all of the Parties;
- (b) establish the Advisory Committee and jointly appoint its members within 40 Working Days of the execution of the Agreement by all of the Parties; and
- (c) work collaboratively to jointly develop a framework for the Parties' regional economic development initiative within 60 Working Days of the execution of the Agreement by all of the Parties, taking into account any recommendations from the Advisory Committee and the outcome of engagement with local governments.

5.4 **Advisory Committee.** The Advisory Committee will:

- (a) make recommendations to the Parties in connection with:

- (i) the terms of reference developed under section 5.3(a); and
  - (ii) developing a framework for the Parties' regional economic development initiative under section 5.3(c);
- (b) review and approve CSFN economic development proposals to access the Economic Development Fund pursuant to section 5.7;
- (c) propose options to review and approve CSFN economic development proposals to access Economic Development Fund Payments made pursuant to section 5.5(b);
- (d) recommend to the Parties how to operationalize the CSFN Wealth Fund developed under section 5.9;
- (e) advise the Parties on how to increase the sources of capital in the Economic Development Fund and the CSFN Wealth Fund over time, including by drawing in federal funding commitments and cultivating partnerships with the private sector;
- (f) review and develop financing mechanisms to support CSFN investments;
- (g) advise the Parties on regional economic development opportunities, including mechanisms to facilitate and enhance CSFN economic participation in those opportunities;
- (h) advise the Parties on mechanisms to attract new investment in the regional economy;
- (i) support CSFN economic development initiatives;
- (j) develop a list of resources available to the CSFNs in relation to economic development initiatives;
- (k) make recommendations about financing options to support CSFN economic development initiatives, including how provincial loan guarantees and other mechanisms can support such initiatives;
- (l) evaluate the outcomes of implementing CSFN economic development initiatives, including initiatives carried out pursuant to the Forest Opportunities Initiative established under section 12(b)(i) of the Interim Pathway Forward Agreement, to develop best practices and incorporate lessons learned, and consider gender based analysis approaches and methodologies to support advancing "Gender Based Analysis +" and report the results of those evaluations to the Parties; and
- (m) advise the Parties on the development of a body that could be implemented through the CRA to perform these and other economic development-related functions.

- 5.5 **Economic Development Fund.** B.C. will pay \$70,000,000 to CSTC, on behalf of the CSFNs, to establish a fund to support CSFN economic development initiatives (the “**Economic Development Fund**”) as follows:
- (a) \$10,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) the following amounts after the Parties have established the Advisory Committee and a framework for their regional economic development initiative pursuant to section 5.3(c):
    - (i) \$10,000,000 after receiving the 2018/2019 funding report in respect of the payment made pursuant to section 5.5(a) in substantially the form set out in **Schedule “B” (“Funding Report”)** from CSTC within 60 Working Days of the execution of the Agreement by all of the Parties
    - (ii) \$15,000,000 after receiving the 2019/2020 Funding Report on or before April 30, 2020;
    - (iii) \$15,000,000 after receiving the 2020/2021 Funding Report on or before April 30, 2021; and
    - (iv) \$20,000,000 after receiving the 2021/2022 Funding Report on or before April 31, 2022 (collectively, the “**Economic Development Fund Payments**”).
- 5.6 **Advanced Economic Development Fund Payment(s).** B.C. will consider, upon receiving a request from the CSFN(s), increasing the size of an Economic Development Fund Payment in any B.C. fiscal year to enable the CSFN(s) to take advantage of time-sensitive economic development initiative(s), provided however that the sum of the Economic Development Payments does not exceed \$70,000,000.
- 5.7 **Initial criteria for accessing the Economic Development Fund.** The Parties will designate two persons who will approve a CSFN economic development proposal to access the Economic Development Fund pursuant to section 5.5(a) if the proposal:
- (a) is in respect of any of the following economic development initiatives:
    - (i) labour force development and enhancement;
    - (ii) business development;
    - (iii) partnership development, including joint ventures, limited partnerships, and other business-to-business initiatives;
    - (iv) resource management or stewardship;
    - (v) capital expenditures associated with CSFN businesses, such as enhanced internet access, software, transportation, land, office space, and equipment;

- (vi) purchase of a business or an interest therein;
    - (vii) business start-up costs; or
    - (viii) employee training designed to increase the revenue or profitability of a CSFN business;
  - (b) satisfies one or more of the strategic objectives set out in section 5.2(a); and
  - (c) sets out the business case for the initiative, at a level of detail commensurate with the value of the proposal.
- 5.8 **Subsequent criteria for accessing the Economic Development Fund.** The Parties will develop and seek to reach agreement upon the approval process for a CSFN economic development proposal to access the Economic Development Fund pursuant to section 5.5(b) within 60 Working Days of the execution of the Agreement by all of the Parties, taking into consideration the Advisory Committee's recommendation(s).
- 5.9 **CSFN Wealth Fund.** The Parties will develop, and seek to reach agreement upon, the structure of the CSFN Wealth Fund on or before March 31, 2021, that is intended to:
- (a) increase the capital investment over time in a manner that assists the Parties in working towards, and contributing to, reconciliation;
  - (b) provide each CSFN with a predictable source of revenue in the future; and
  - (c) potentially provide additional monies to support CSFN economic development initiatives (the "CSFN Wealth Fund").
- 5.10 **CSFN Wealth Fund Payment.** B.C. will pay to the CSTC, on behalf of the CSFNs, \$15,000,000 on or before March 31, 2021 to establish the CSFN Wealth Fund (the "CSFN Wealth Fund Payment"), after CSTC provides to B.C. a notice after April 1, 2020 that it is prepared to receive the CSFN Wealth Fund Payment on behalf of all of the CSFNs.
- 5.11 **Payments held in trust.** If the Parties have not reached agreement on the structure of the CSFN Wealth Fund in accordance with section 5.9, CSTC will hold the Wealth Fund Payment provided under section 5.10 in trust for the CSFNs until the Parties reach such an agreement.
- 5.12 **Contribution to final settlement.** The Economic Development Fund Payments and the CSFN Wealth Fund Payment are a partial contribution by B.C. towards reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories:
- (a) under a CRA or similar agreement that might be reached with the CSFNs or any one of them; or
  - (b) in connection with the settlement of a civil claim initially commenced or voluntarily joined by all of the CSFNs together in a single proceeding seeking damages in relation to a declaration of Aboriginal title and infringement.

- 5.13 **Contributions from other parties.** Upon receiving advice from the Advisory Committee, the Parties may agree to take steps to seek additional funds or other contributions to the Economic Development Fund and the CSFN Wealth Fund from Canada and industry.
- 5.14 **Provincial financial instruments.** B.C. acknowledges and agrees that it will collaboratively work with the CSFNs in good faith to:
- (a) develop options within 60 Working Days of the execution of the Agreement by all of the Parties to change policy and legislation that would enable the Province to provide financial instruments to the CSFNs; and
  - (b) provide those options to the relevant Provincial decision-makers for consideration;
- all to help achieve the vision statement and strategic objectives set out in sections 5.1 and 5.2, respectively.
- 5.15 **Supporting CSFN Economic Development Initiatives.** The Parties and their representatives will work collaboratively, and in good faith, with each other and the Advisory Committee to discuss, develop, and seek to reach agreement on implementing measures to support CSFN economic development initiatives.

## **PART 6 – ECONOMIC BENEFIT PAYMENTS**

- 6.1 **Economic Benefit Payments.** B.C. will pay \$8,000,000 to CSTC, on behalf of the CSFNs, in each B.C. fiscal year during the Term as follows:
- (a) in relation to B.C. fiscal year 2018/2019:
    - (i) \$4 million in accordance with the 2018 Amended and Restated Bridging Agreement; and
    - (ii) \$4 million within 10 Working Days of execution of this Agreement by all of the Parties;
  - (b) in relation to B.C. fiscal year 2019/2020:
    - (i) \$4 million within 10 Working Days of execution of this Agreement by all of the Parties; and
    - (ii) \$4 million within 30 Working Days of the execution of the Agreement by all of the Parties;
  - (c) in each subsequent B.C. fiscal year of the Term, commencing in B.C. fiscal year 2020/2021:
    - (i) \$4 million on or before April 30; and
    - (ii) \$4 million on or before September 30;
- (individually, an “**Economic Benefit Payment**” and collectively, the “**Economic Benefit Payments**”).

- 6.2 **Notice of preparedness to receive the Economic Benefit Payments.** B.C. will make the Economic Benefit Payments identified in sections 6.1(b) and 6.1(c) after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 6.3 **Economic accommodation.** Each Economic Benefit Payment constitutes an economic accommodation or compensation in relation to any impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions in the B.C. fiscal year (i) the Payment was made in relation to, in the case of a Payment pursuant to section 6.1(a), or (ii) in which the Payment was made, in the case of a Payment pursuant to section 6.1(b) and 6.1(c).
- 6.4 **Accommodation acknowledgement.** Subject to B.C. making the Economic Benefit Payments in each B.C. fiscal year, the CSTC and CSFNs acknowledge and agree that B.C. has fulfilled any and all obligations it may have to the CSFNs to contribute economic accommodation or compensation in relation to impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions in the B.C. fiscal year (i) the Payments were made in relation to, in the case of Payments pursuant to section 6.1(a), or (ii) in which the Payments were made, in the case of Payments pursuant to section 6.1(b) and 6.1(c).
- 6.5 **Other arrangements.** For greater certainty, the Parties acknowledge and agree that the CSTC and CSFNs' acknowledgement and agreement in section 6.4 and, more generally, this Agreement are without prejudice to, and do not preclude, any CSFN from negotiating economic benefits or other arrangements with forestry companies carrying out forest and range activities in the Territories during the Term.
- 6.6 **Reporting.** The CSFNs will report back to their membership annually in reasonable detail regarding the progress achieved under this Agreement and related agreements, including how funding was allocated and used by the CSFNs.

## **PART 7 – GOVERNANCE AND DECISION-MAKING**

- 7.1 **Collaborative Decision-Making.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 7.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- (a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate sustainable economic development in the Territories;
  - (b) collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities;
  - (c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner; and

- (d) major projects may require customized collaborative decision-making processes.

7.3 **Scope of Application.** The collaborative decision-making framework set out in section 7.4 will apply to the following matters:

- (a) major approvals for major projects in the Territories; and
- (b) subject to the Parties' agreement, other resource development authorizations, including strategic forest and range decisions such as allowable annual cut determinations, apportionment decisions, proportional reduction decisions, and land use planning and objectives.

7.4 **Collaborative Decision-Making Framework.** The Parties will use the following collaborative decision-making framework for major approvals for major projects under section 7.3(a) and other resource development authorizations agreed to under section 7.3(b):

- (a) the Parties will establish a collaboration plan from the onset of project development or the resource development authorization process that will set out how the Parties will implement collaborative decision-making;
- (b) the Parties will establish a collaboration team that will seek to develop consensus recommendations in relation to:
  - (i) for major projects, the design and implementation of environmental assessments and regulatory review processes in relation to major approvals in the Territories; and
  - (ii) for other agreed-upon resource development authorizations, the design and implementation of the regulatory approval process;
- (c) the Parties will seek consensus in relation to decisions on major approvals for major projects and decisions for agreed-upon resource development authorizations;
- (d) the Parties will use dispute resolution mechanisms to assist them in resolving disagreements on decisions for major approvals and agreed-upon resource development decisions before making their respective decisions; and
- (e) if disagreements cannot be resolved through the dispute resolution mechanisms, each Party may exercise its authority to make decision(s).

7.5 **Enhanced strategic engagement.** Subject to their respective capacities, the Parties will develop, through the Forestry Sub-Table and the Mining Sub-Table, enhanced processes for strategic, collaborative engagement on other resource development decisions that:

- (a) build on the tools, immediate measures, and other matters developed by the Parties;
- (b) integrate CSFN resource management plans, as appropriate and agreed to by the Parties;

- (c) result in engagement becoming more strategic, efficient, and focused on achieving management outcomes that have been jointly developed;
  - (d) create enhanced predictability and efficiency for CSFNs, B.C., and industry; and
  - (e) set shared goals and priorities that balance resource development activities with CSFN stewardship obligations.
- 7.6 **Other Engagement Processes.** In connection with statutory decisions for resource development activities that are not covered by the decision-making processes identified in sections 7.3 and 7.5:
- (a) B.C. will continue to discharge its consultation obligations with individual CSFNs on proposed decisions in their respective Territories in accordance with s. 35 of the *Constitution Act, 1982*; and
  - (b) for greater certainty, the Parties will participate in the consultation and collaborative processes in good faith.
- 7.7 **Consent-based decision-making.** The Parties will prioritize the negotiation of recommendations for the Leadership Table with respect to the implementation of consent based-decision making, which would require consent to be obtained prior to a decision being made, or joint decision-making, including (i) a definition (i.e., how it functions, who participates, and how decisions are made), (ii) the scope of application (i.e., which decisions it applies to), and (iii) the timing of implementation (i.e., during the Term and as part of the CRA).
- 7.8 **Stewardship matters.** The Parties have developed the first phase of a Cumulative Effects Assessment, Monitoring, and Management Framework (the "**CEA**"). The ESI Demo Project Team will continue its work, building on the CEA, to enhance understanding and managing cumulative effects and stewardship interests by:
- (a) continuing to develop stewardship approaches to resource management;
  - (b) assessing other stewardship values through the CEA;
  - (c) developing Collaborative Management Approaches pursuant to section 7.9; and
  - (d) supporting development of a stewardship framework, including its links to decision-making.
- 7.9 **Collaborative management approaches.** The ESI Demo Project Team will continue the work started by the Stewardship Working Group under section 8.1 of the ESCIA to develop collaborative management approaches in the Territories through the ESI, and informed by CSFN and B.C. values, knowledge, and priorities, that will address, *inter alia*, the following issues set out in the ESCIA, on a step-wise basis and commensurate with the Parties' capacity:
- (a) access management;
  - (b) fish and wildlife habitat inventory, studies, enhancement, and restoration;

- (c) assessment and monitoring of fish and wildlife population stability and trends;
- (d) identification of habitats and environmental conditions critical to the health of fish and wildlife populations, including water temperatures during salmon migration and predator populations;
- (e) developing recommendations for the management of identified priority species;
- (f) species at risk, including existing B.C.-led recovery and/or rehabilitation initiatives for woodland caribou, Nechako White Sturgeon, and other fish, wildlife, and plant species; and
- (g) other stewardship related initiatives (collectively, "**Collaborative Management Approaches**").

7.10 **Performance and compliance monitoring.** The Parties will develop and implement a compliance, effectiveness, and performance monitoring program that can be implemented over time and will:

- (a) continue and expand implementation of a provincial program such as the Natural Resource Sector Aboriginal Liaison Program to:
  - (i) establish training programs to support CSFN members participating in compliance and effectiveness monitoring, including inspections;
  - (ii) ensure CSFN concerns about non-compliance are effectively investigated, followed up, and addressed, as appropriate;
  - (iii) establish and identify supplemental processes, criteria, and roles and responsibilities for responding to non-compliance events, up to, and including, stop work orders;
  - (iv) establish mechanisms for sharing relevant information in relation to monitoring and compliance activities, subject to confidentiality and fairness considerations; and
- (b) monitor performance of stewardship outcomes to support the ESI Demo Project Team implementing adaptive management.

7.11 **Governance work.** The CSFNs will carry out the following governance work during the Term:

- (a) revitalize and enhance CSFN governance processes and potentially build new ones, which may contribute to the development of constitutions and citizenship codes for CSFNs;
- (b) strengthen inter-governmental relations, which may support resolving shared territory issues;

- (c) enhance relationships between CSFN governance processes and provincial decision-making processes, including consent-based decision making to be developed pursuant to section 7.7; and
  - (d) governance work required to move to self-governance under a CRA (together, the "**Governance Work**").
- 7.12 **Governance payments.** B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to carry out the Governance Work as follows:
  - (a) \$3,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) \$3,000,000 on or before April 30, 2020;
  - (c) \$3,000,000 on or before April 30, 2021; and
  - (d) \$3,500,000 on or before April 30, 2022 (collectively, the "**Governance Payments**").
- 7.13 **Notice of preparedness to receive the Governance Payments.** B.C. will make the Governance Payments after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 7.14 **Annual meeting.** The Parties' representatives will meet once in each B.C. fiscal year to discuss how each CSFN used the Governance Payments, evaluate the progress towards carrying out the Governance Work, and to discuss other governance matters.

## **PART 8 – SOCIO-CULTURAL**

- 8.1 **Socio-Cultural Work.** The CSFNs will deliver socio-cultural programs and services for CSFNs that improve the well-being of CSFNs' communities, strengthen language, cultural skills and identity, and incorporate appropriate gender and diversity needs, design elements and evaluation approaches ("**Socio-Cultural Work**").
- 8.2 **Principles.** The Parties will be guided by the following shared principles when implementing this Part 8:
  - (a) increased socio-economic well-being for CSFN members is necessary and desirable;
  - (b) promoting socio-cultural well-being includes:
    - (i) prevention of impacts to socio-cultural well-being;
    - (ii) community-led solutions;
    - (iii) continuous development of individual and community capacity and self-sufficiency;
    - (iv) involvement of governmental and non-governmental partners;

- (v) meaningful participation in the economy;
  - (vi) preservation and revitalization of CSFN languages and cultures; and
  - (c) healthy ecosystems and sustainable economic development are key aspects of achieving socio-cultural well-being.
- 8.3 **Socio-cultural payments.** B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to continue the social and cultural work started under ECSIA as follows:
- (a) \$3,000,000 on or before within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) \$3,000,000 on or before April 30, 2020;
  - (c) \$3,000,000 on or before April 30, 2021; and
  - (d) \$3,500,000 on or before April 30, 2022 (collectively, the "**Socio-Cultural Payments**").
- 8.4 **Notice of preparedness to receive the Socio-Cultural Payments.** B.C. will make the Socio-Cultural Payments after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 8.5 **Annual meeting.** The Parties' representatives will meet once in each B.C. fiscal year to discuss how each CSFN used the Socio-Cultural Payments, evaluate the progress towards carrying out the Socio-Cultural Work, and to discuss other socio-cultural matters.

## **PART 9 – IMPLEMENTATION**

- 9.1 **Continuation of the Leadership Table.** The Parties will continue the Leadership Table established in the Collaboration Agreement, which is comprised of the CSFN Chiefs and relevant Ministers.
- 9.2 **Leadership Table Meetings.** The Leadership Table will meet as required to set goals, monitor progress, oversee the implementation of this Agreement, and provide direction to the Parties' representatives.
- 9.3 **Work Plan Principles.** The Parties will coordinate the work of the negotiation tables and other government-to-government structures established under this Agreement to:
- (a) contribute towards the long-term and comprehensive reconciliation between the CSFNs and B.C.;
  - (b) take meaningful incremental steps that address the economic, socio-cultural, and environmental values that are integral to reconciliation; and
  - (c) build awareness and support for the work that is being undertaken within CSFN and non-CSFN communities.

- 9.4 **Work plans.** The Parties will develop negotiation work plans for the Reconciliation Table, Forestry Sub-Table, and Mining Sub-Table prior to the end of each B.C. fiscal year in accordance with the principles set out in section 9.3 (each a “**Work Plan**” and collectively, the “**Work Plans**”).
- 9.5 **Monitoring of outcomes.** The Parties will jointly develop an outcomes monitoring report for consideration by the Senior Officials Forum to monitor their progress towards their shared vision and strategic objectives based on the following desired outcomes:
- (a) closing the socio-economic gaps between CSFNs’ and non-CSFNs’ communities;
  - (b) economic development that results in sound investments that benefit the CSFNs and the regional economy;
  - (c) making economic development investments as a result of the Economic Development Fund that result in new and enhanced jobs and business development in CSFN communities; and
  - (d) improving indicators of CSFN community well-being as a result of the economic development initiatives under this Agreement, the Socio-Cultural Work, and the Governance Work, including advancing gender-based approaches (the “**Outcomes Monitoring Report**”).
- 9.6 **Senior Officials Forum.** The Parties will establish a Senior Officials Forum to provide a forum for them to monitor and manage the implementation of this Agreement and to address any other issues that may arise from time to time.
- 9.7 **Senior Officials Forum Members.** The Senior Officials Forum will be comprised of:
- (a) Assistant Deputy Ministers of:
    - (i) Energy, Mines and Petroleum Resources;
    - (ii) Forests, Lands, Natural Resource Operations and Rural Development; and
    - (iii) Indigenous Relations and Reconciliation,or any successor Ministries, all as required;
  - (b) senior representatives of CSTC and the CSFNs; and
  - (c) may include Assistant Deputy Minister(s) from other provincial ministries or agencies, as circumstances require.
- 9.8 **Meetings.** The Senior Officials Forum will meet:
- (a) at least once per B.C. fiscal year to conduct its regular business; and
  - (b) promptly, with respect to any other matter referred to it by another Party’s Senior Officials Forum member(s), including unanticipated resource management and access concerns and litigation matters in relation to Carrier Sekani Aboriginal title and rights.

- 9.9 **Senior Official Forum Responsibilities.** The Senior Officials Forum will:
- (a) oversee the Parties' collaborative work on provincial loan guarantees and other financial instruments;
  - (b) review and approve the Work Plans of the negotiation tables;
  - (c) review and discuss the Outcomes Monitoring Report;
  - (d) assess progress on CRA negotiations pursuant to this Agreement;
  - (e) consider steps to improve the Parties' relationships and efforts to work towards comprehensive reconciliation by moving away from adversarial approaches in favour of collaboration and problem solving;
  - (f) address any implementation or negotiation issues by developing plans to address the outstanding concerns, proposing amendments to the Agreement or adjusting timelines;
  - (g) assist the Parties in resolving issues and disputes pursuant to sections 9.16 and 9.20, respectively; and
  - (h) make recommendations to the Leadership Table.
- 9.10 **Capacity funding payments.** B.C. will provide capacity funding to CSTC, on behalf of the CSFNs, in accordance with sections 9.13 and 9.14 to support the implementation of this Agreement ("**Capacity Funding Payments**").
- 9.11 **Annual Report.** CSTC will provide a report to B.C. on or before February 28 of each B.C. fiscal year during the Term (starting within 60 Working Days of the execution of the Agreement by all of the Parties for the 2018 calendar year) summarizing expenditures and deliverables pursuant to the Work Plans of the negotiation tables ("**Annual Funding Report**") in substantially the form set out in **Schedule "B"**.
- 9.12 The CSTC will post the Annual Funding Report on its website.
- 9.13 B.C. will pay \$5,000,000 to CSTC, on behalf of the CSFNs, in relation to the B.C. fiscal year of 2018-2019 as follows:
- (a) \$1 million in accordance with the 2018 Bridging Agreement;
  - (b) \$1 million in accordance with the 2018 Amended and Restated Bridging Agreement;
  - (c) \$2,478,300 as soon as practicable after B.C. receiving the Annual Funding Report for the 2018 calendar year; and
  - (d) \$521,700 provided on or before March 31, 2019 by B.C., as represented by the Ministry of Energy, Mines and Petroleum Resources, to individual CSFNs in accordance with the terms of contribution agreements between them for collaboration on major mines.

- 9.14 B.C. will pay \$5,000,000 to CSTC, on behalf of the CSFNs, in the B.C. fiscal years of 2019-2020 through 2022-2023 as follows:
- (a) \$1,500,000 within 10 Working Days of execution of the Agreement by all of the Parties and on or before April 30 in each subsequent B.C. fiscal year to continue the work under this Agreement;
  - (b) \$1,500,000 within 20 Working Days of the execution of the Agreement by all of the Parties and on or before September 30 in each subsequent B.C. fiscal year, subject to the Senior Officials Forum first approving the Work Plans of the negotiation tables in writing;
  - (c) \$1,000,000 on or before December 15 in each B.C. fiscal year, subject to the Senior Officials Forum confirming in writing that the deliverables from the Work Plans from that calendar year have been met;
  - (d) \$500,000 within 30 days of the date on which B.C. receives the Annual Funding Report; and
  - (e) \$500,000 on or before March 31 in each B.C. fiscal year as follows:
    - (i) up to \$500,000 to be provided on or before January 15 in each B.C. fiscal year by B.C., as represented by the Ministry of Energy, Mines and Petroleum Resources, to individual CSFNs in accordance with the terms of contribution agreements between them for collaboration on major mines; and
    - (ii) if the sum of the amounts paid by B.C. to the CSFNs pursuant to section 9.14(e)(i) in any applicable B.C. fiscal year (the "**Contribution Amount**") is less than \$500,000, then B.C. will pay the difference between \$500,000 and the Contribution Amount to CSTC, on behalf of the CSFNs, on or before March 31 of the applicable B.C. fiscal year.
- 9.15 The Capacity Funding Payments, Governance Payments, Socio-Cultural Payments, Economic Development Fund Payments, and the CSFN Wealth Fund Payment constitute B.C.'s total financial contribution to CSTC and the CSFNs during the Term to support any negotiation related to, and the implementation of, this Agreement, including costs of engagement with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and engagement with the Ministry of Energy, Mines and Petroleum Resources for major project collaboration.
- 9.16 **Issue Resolution.** The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore, and resolve differences which may arise among them from time to time, and will endeavour to resolve such differences in a manner that fosters an improved, ongoing, and respectful government-to-government relationship among them. In that regard, the Parties agree to work together collaboratively, openly, and in an interest-based manner to resolve negotiation or implementation issues that may arise under this Agreement.

- 9.17 **Dispute resolution.** This Agreement may be terminated by mutual agreement of the Parties, or by B.C. or the CSFNs, acting together, after following the dispute resolution process under sections 9.17 through 9.23 if:
- (a) a Party intends to allege that any other Party has or will default on its obligation(s) under this Agreement such that the default(s) alleged would give rise to a right of the Party alleging the default(s) to treat this Agreement as terminated either in whole or in part; or
  - (b) a Party is of the view that a significant dispute exists related to the negotiations contemplated under this Agreement after the Party has attempted to resolve the matter through issue resolution as set out in section 9.16;
- (a "Dispute").
- 9.18 A Party intending to initiate a dispute resolution process will provide a written notice to the other Party's members of the Senior Officials Forum (the "**Dispute Notice**") that sets out the particulars of the Dispute, its perspectives on the Dispute, any attempts to resolve the Dispute, any proposed options for resolution, and if applicable, a proposed termination date which will be no earlier than 60 Working Days from the date the Dispute Notice is delivered to the other Parties.
- 9.19 A Party that has received a Dispute Notice pursuant to section 9.18 will have 20 Working Days to cure or resolve the Dispute to the other Party's satisfaction, acting reasonably.
- 9.20 If, after the cure period in section 9.19 has lapsed (or after such other period as may be agreed to by the Parties in writing), a Dispute remains uncured or unresolved to the satisfaction of the Party who raised the Dispute, acting reasonably, then the Senior Officials Forum will have 20 Working Days to attempt to resolve the Dispute through collaborative negotiation.
- 9.21 If, after the period of 20 further Working Days in section 9.20 has lapsed (or after such other period as the Parties may agree to in writing), a Dispute remains uncured or unresolved to the Party who raised the Dispute's satisfaction, acting reasonably, then the Senior Officials Forum will forward the matter to the responsible B.C. Minister(s), CSFN Chiefs, and the CSTC Tribal Chief (together, the "**Leaders**").
- 9.22 The Leaders will meet in person and take such other steps that may be necessary or desirable to attempt to resolve the Dispute.
- 9.23 If the Leaders are unable to resolve a Dispute within 60 Working Days after the delivery of a Dispute Notice (or after such other period as may be agreed to by the Parties in writing), then either B.C. or the CSFNs, acting together, may elect to terminate the Agreement by providing written notice to the other Parties on the proposed termination date set out in the Dispute Notice or on any another date mutually agreed to in writing by the Parties.
- 9.24 If the Agreement terminates in accordance with section 9.23, then B.C. will be deemed to have been discharged from any and all financial obligations described in this Agreement that have not vested on or before the date on which this Agreement is terminated.

- 9.25 The Parties agree that they will endeavour to resolve all Disputes in a cooperative, effective, and timely manner in accordance with this Part 9.
- 9.26 **Three-year review.** The Parties will review this Agreement on or before December 31, 2021 to assess the extent to which they are making progress in achieving their shared vision for comprehensive reconciliation and the other matters addressed herein including consideration of the desired outcomes identified in section 9.5.
- 9.27 The Leadership Table will, upon receiving a report setting out the results of the three-year review, consider revising this Agreement to assist the Parties in achieving its vision, spirit, and intent.

## **PART 10 – GENERAL PROVISIONS**

- 10.1 **CSFN and CSTC Representations and Warranties.** Each CSFN and the CSTC represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Agreement, that they have the legal power, capacity and authority to enter into this Agreement on their own behalf and on behalf of their members and this Agreement is a valid and binding obligation upon them.
- 10.2 **B.C. Representations and Warranties.** B.C. represents and warrants to CSTC and each CSFN, with the intent and understanding that the CSTC and CSFNs will rely on them in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation upon B.C.
- 10.3 **Authority to enter Agreement.** Each CSFN will deliver to B.C. a band council resolution, and CSTC will deliver to B.C. a resolution, confirming approval of this Agreement and the authority of its representative to sign this Agreement.
- 10.4 **Term.** The term of this Agreement will commence on November 30, 2018 and end on the earliest of (i) March 31, 2023, or (ii) a Party's termination of this Agreement pursuant to section 9.23, whichever is sooner ("Term").
- 10.5 **Not a Treaty.** The Parties agree:
- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
  - (b) this Agreement does not define, limit, amend, abrogate or derogate from any of the CSFNs' Aboriginal title or rights; and
  - (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.
- 10.6 **No Admissions.** Nothing in this Agreement will be construed as:
- (a) an admission by B.C. that any forest or range decision has or will result in an infringement of any Carrier Sekani Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

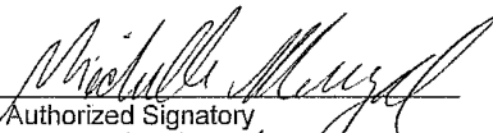
- (b) an admission by B.C. that it has an obligation to provide financial or economic accommodation or compensation for any infringement of any Carrier Sekani Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act*, 1982; or
  - (c) in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties, except as expressly contemplated in this Agreement.
- 10.7 **Vision statements are non-binding.** The vision statements and strategic objectives in sections 1.1, 1.2, 5.1, and 5.2 set out non-binding, government-to-government matters that the Parties intend to achieve. Those statements are not, however, intended to create legally binding or enforceable obligations.
- 10.8 **Further Mandates Required.** The Parties acknowledge and agree that they will require new or additional mandates and approvals with respect to the Outline and the negotiation of a CRA, consent-based decision making, and the forestry-related matters described in sections 4.8 through 4.12.
- 10.9 **Funding.** Notwithstanding any other provision of this Agreement, the amount of any funding provided by B.C. under the terms of this Agreement is subject to:
  - (a) the appropriation of funds by the Legislative Assembly of British Columbia;
  - (b) the Treasury Board, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended, not having controlled or limited expenditure under any appropriation referred to in section 10.9(a); and
  - (c) an appropriation being available for this Agreement in the fiscal year when the payment falls due, within the meaning of subsection 28(1) of the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended.
- 10.10 **Risks acknowledged.** The Parties acknowledge and agree that all or part of any Economic Development Fund Payment or CSFN Wealth Fund Payment that is invested or applied to an economic development initiative carries an inherent risk and may be lost, decline in value or fail to achieve an intended value.
- 10.11 **Limitation of liability.** The Parties acknowledge and agree that B.C. is not guaranteeing or providing any assurance in connection with, and is not liable for, any investment or use by the CSFNs of any Economic Development Fund Payment or CSFN Wealth Fund Payment.
- 10.12 **Continuing Obligations.** Sections 5.12 (Contribution to final settlement), 6.3 (Economic accommodation), and 6.4 (Accommodation acknowledgment) survive despite termination of this Agreement.
- 10.13 **"Working Day"** means any day except Saturday, Sunday, National Indigenous Day or a statutory holiday in British Columbia.
- 10.14 **Amendment.** This Agreement may only be amended by agreement of all Parties in writing.

10.15 **Successors.** CSTC and the CSFNs acknowledge and agree that the Capacity Funding Payments, Governance Payments, Socio-Cultural Payments, Economic Development Fund Payments, and the CSFN Wealth Fund Payment are intended for the benefit of the CSFNs, CSFN membership, and any new *Indian Act* band that is established from an existing CSFN, provided that band agrees to become a party to the Agreement and subject to section 10.14.

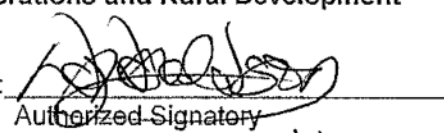
10.16 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or e-mail transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement, as set out below:

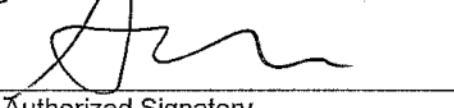
PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Energy,  
Mines and Petroleum Resources

Per:   
Authorized Signatory  
Name: Michelle Mongell  
Date: Dec 2 2019

PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of  
Forests, Lands, Natural Resource  
Operations and Rural Development

Per:   
Authorized Signatory  
Name: Doug Donaldson  
Date: Dec. 2, 2019

PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of  
Indigenous Relations and Reconciliation,

Per:   
Authorized Signatory  
Name: Scott Fraser  
Date: Dec. 2, 2019

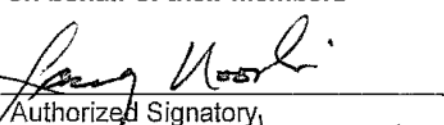
CARRIER SEKANI TRIBAL COUNCIL,  
on their own behalf and on behalf of  
their members

Per:   
Authorized Signatory  
Name: Mina Holmes  
Date: October 10, 2019

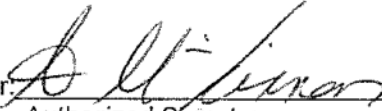
BURNS LAKE on their own behalf and on  
behalf of their members

Per: \_\_\_\_\_  
Authorized Signatory  
Name: Dan Heeye  
Date: Aug 12, 2019

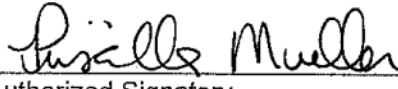
NADLEH WHUTEN on their own behalf  
and on behalf of their members

Per:   
Authorized Signatory  
Name: Harry Nooski  
Date: Aug. 26, 2019

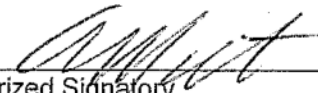
NAK'AZDLI WHUT'EN on their own behalf  
and on behalf of their members

Per:   
Authorized Signatory  
Name: Alexander McInerney  
Date: OCT 10, 2019


SAIK'UZ FIRST NATION on their own  
behalf and on behalf of their members

Per:   
Authorized Signatory  
Name: Priscilla Mueller  
Date: Aug 8, 2019


STELLAT'EN FIRST NATION on their own  
behalf and on behalf of their members

Per:   
Authorized Signatory  
Name: Andie Patrick  
Date: Aug 8, 2019

TAKLA NATION on their own behalf  
and on behalf of their members

Per:   
Authorized Signatory  
Name: John Allen Fard  
Date: Aug 8, 2019

TL'AZT'EN NATION on their own behalf  
and on behalf of their members

Per:   
Authorized Signatory  
Name: Beverly John  
Date: August 8, 2019

## **Schedule "A" – Description of the Parties' Interests**

### *Shared interests*

1. Creating a substantial and valuable new equity position for the CSFNs and their members in the forestry economy that results in:
  - (a) increased capital investment in both CSFN and non-CSFN forestry-related businesses;
  - (b) increased number of jobs for CSFN members and local communities;
  - (c) increased forest sector competitiveness and certainty for both CSFN and major forest licensees; and
  - (d) enhanced opportunity for the CSFN to access forest tenures, including through new partnerships with other tenure holders.
2. Sustainably managing forest resources within the Territories in support of the full range of values including human and ecosystem health.
3. Developing the forestry component of a decision-making process that:
  - (a) is designed to integrate fully and efficiently with decision-making processes for other resource sectors (including the environmental assessment and regulatory review process for major projects);
  - (b) builds on the progress that has been made in implementing the Collaboration Agreement and the Environmental and Socio-Cultural Initiatives Agreement;
  - (c) applies human and financial resources strategically in relation to the significance of the potential impacts of decisions on Carrier Sekani Aboriginal title, rights, and interests; and
  - (d) is transparent and fair.
4. Developing forest management strategies that support climate change mitigation (including sequestering carbon) and adaptation.
5. Reaching a long-term agreement on forestry that maintains and increases the benefits to all citizens from sustainable forest management in the Territories, including maintaining a substantial stream of revenue to the CSFN communities and to B.C.
6. Reaching an agreement on the Outline, structure, and the subject matter of a Comprehensive Reconciliation Agreement creates long-term stability in the forest sector by preventing conflict, and represents a significant step towards comprehensive conflict prevention and stability that can be applied in other sectors.
7. First Nation and non-First Nation communities are informed on the development of the Outline of a Comprehensive Reconciliation Agreement at appropriate times in order to build a strong constituency of support for the agreements.

*Common Principles to Guide Negotiation of the Outline of a Comprehensive Reconciliation Agreement*

8. The Parties will work together to define short-, mid- and long-term benefit and certainty outcomes to achieve a phased or step-wise approach to reconciliation on forestry-related matters.
9. The Outline may, where appropriate, act as a framework and repository for the enduring products generated by the various B.C. and CSFN sub-tables.
10. The Parties acknowledge that there is a strong linkage between social and economic progress and effective progress will require parallel, ongoing work on each of these matters.
11. The Parties acknowledge that Canada's participation is required to fully achieve their shared vision of working towards ongoing reconciliation of Carrier Sekani Aboriginal title and rights in the Territories.
12. The Parties agree that innovative and collaborative approaches are required to engage with industry on tenure matters to develop sustainable solutions.
13. Reconciliation outcomes should include mechanisms for harmonized CSFN and BC land use and planning goals, processes, and decision-making.

*CSFN Interests, which may inform CSFNs' approaches to issues in negotiations and are acknowledged, but not necessarily agreed to, by the Province*

14. Certainty that the Territories will be sustainably managed and that the CSFNs will directly and meaningfully benefit from forestry activities in their Territories with a view to improving the socio-economic conditions of CSFN communities. This certainty includes a significant change in the current role of the CSFNs in the forest economy and in forestry related decision-making in their Territories. To achieve this certainty, the CSFNs seek a forestry agreement that includes:
  - (a) shared decision-making, stewardship, and land use planning;
  - (b) new CSFN forest tenures and tenure partnerships in the Territories (with a target to meet or exceed 50% of the Allowable Annual Cut);
  - (c) sharing of forest stumpage revenues (50% of stumpage revenues collected in the Territories);
  - (d) compensation for past extraction of timber from the Territories (50% of stumpage fees collected by B.C. from 1982-2015, adjusted for inflation);
  - (e) full access to all second growth timber in the Territories; and
  - (f) creation of carbon offset projects in the Territories by CSFNs in partnership with B.C., other licensees, as well as other levels of government and investors that the CSFNs can sell into the carbon market to benefit CSFN communities, finance environmental protection, and contribute to climate change mitigation.

15. Maintain clear and transparent accountability to all CSFN members.
16. Working towards, and achieving, self-governance.

*Provincial Interests, which may inform provincial approaches to issues in negotiations and are acknowledged, but not necessarily agreed to, by CSFNs and CSTC*

17. Improve the competitiveness of the forest industry and stimulate further development and capital investment in the sector and regional economy.
18. Ensure predictable access to lands and resources for all citizens based on agreed upon processes and common understanding of the location of areas that are critical and sensitive to the CSFNs.
19. Maintain transparent accountability to all citizens of B.C. for Provincial decisions.
20. Minimize impacts on existing tenure holders, and avoid, where possible, the creation of third party compensation obligations on B.C.
21. Meet legal obligations to CSFNs, tenure holders, and all citizens.
22. Set a positive precedent for the resolution of issues with First Nations in B.C. that can be reproduced elsewhere to the benefit of other First Nations, other citizens, and B.C. as a whole.
23. Create a stable relationship with the CSFNs such that conflict is prevented and provincial resources can be directed to resolving other issues of concern.
24. That the Outline of a Comprehensive Reconciliation Agreement include provisions that provide step-wise increases in certainty for the CSFNs and B.C.
25. That the outcome of all negotiations improves the social indicators of health and wellbeing and advances gender based approaches "Gender Based Analysis +" in all communities within the area covered by the Agreement.
26. The Province will consider the funding provided for under this Agreement in the development of mandates in relation to a Comprehensive Reconciliation Agreement.
27. The Province seeks to implement this Agreement in ways that achieve efficiencies and economies of scale, including by continuing to work collectively with the CSFNs and CSTC.

**Schedule "B" – Funding Report Templates**  
**ANNUAL REPORT**  
**PATHWAY FORWARD 2.0 AGREEMENT**

**Reporting Period:** <INSERT month, day, and years>

**Date:** <INSERT>

**By e-mail to:** <INSERT government email address>

**From:** <INSERT>

**Amount of Total Funding Distributed**

<b>Purpose</b>	<b>Activities</b>	<b>Planned Expenditures \$</b>	<b>Actual Expenditures \$</b>	<b>Notes</b>
<b>Subtotal</b>				
<b>Total</b>				

### FUNDING REPORT

**Reporting Period:** <INSERT month, day, and years>

**Date:** <INSERT>

**By e-mail to:** <INSERT government email address>

**From:** <INSERT>

Purpose	Activities	Planned Expenditures \$	Actual Expenditures \$	Notes
Subtotal				
Total				



Natural Resource Ministries

# Major Works Contract

Contract/File No:  
11250-85/EN21DSN025

THIS AGREEMENT DATED FOR REFERENCE THE  
31st DAY OF July, 2020.

**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

Stuart Nechako Forest District  
2537 Stones Bay Road  
Box 100  
Fort St. James  
British Columbia, V0J 1P0

Phone Number: (250) 996-5200 FAX Number: (250) 996-5290  
Ministry Representative: David Van Dolah  
E-mail Address: David.VanDolah@gov.bc.ca

(the "Province")

**AND:**

Takla Lake Limited Partnership by its general partner, Sasuchan Development  
Corporation  
Unit 300 -1777 3rd Avenue  
Prince George  
British Columbia, V2L 3G7

Phone Number: (236) 423-0909 FAX Number: (236) 423-0910  
Business E-mail Address: executive@sasuchan.ca  
Contractor Representative: Tom Lewis  
Business Number: 776562522BC0001  
WorkSafe BC and/or Personal Optional Protection Number: s.21  
SAFE Certification: s.21

(the "Contractor")

referred herein to as "the Parties".

**WHEREAS:**

- A. The Province requires the following Work to be carried out for its benefit:  
Conduct and Supervise Road Maintenance Activities and Project Work between kilometers 0.0 to 107.0 as posted on the Driftwood FSR road system and between kilometers 0.0 to 5.5 as posted on the Fall Takla FRS road system and between kilometers 0.0 to 68.5 as posted on the Leo Creek FSR road system.
- B. The Contractor is in the business of carrying out the kind of work required by the Province.
- C. The Province and the Contractor have agreed that the Work shall be carried out in accordance with certain contract documents as hereinafter set out.

Accordingly, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

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

- (a) "**Agreement**" means the agreement between the Parties as set out in the Contract Documents;
- (b) "**Amending Documents**" means those documents described in Section 2.02;
- (c) "**Changed Conditions**" means those changes described in Article 14;
- (d) "**Changes in the Work**" means that work described in Article 13;
- (e) "**Contract Documents**" means those documents described in Section 2.01;
- (f) "**Contract Security**" means any financial performance guarantee given by the Contractor to the Province in accordance with Article 4;
- (g) "**Deficiencies**" mean the minor defects in the Work, minor portions of incomplete work and minor items required, but not yet supplied, at the time of Substantial Performance; none of which substantially prevent or impair the proper operation or occupancy of the Work;
- (h) "**Event of Default**" means any of the following:
  - i) failure to perform any of the Contractor's obligations under this Agreement, or
  - ii) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - iii) an Insolvency Event, which means any of the following:
    - A. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - B. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
    - C. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - D. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - E. a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - F. the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- (i) "**Inspector**" means a person or persons appointed by the Ministry Representative whose duties include inspection of the Work done and materials furnished. An Inspector is not authorized, in carrying out his/her duties, to commit the Province to a financial expenditure;
- (j) "**Ministry Representative**" means a person appointed pursuant to Article 6;
- (k) "**Other Contractor**" means a person, firm or corporation having a separate contract directly or indirectly with the Province for work other than that required by the Contract Documents;
- (l) "**Place of Work**" is the designated site or location where the Work will be performed;
- (m) "**Plans and Specifications**" means the plans (including notes and schedules), profiles, drawings and specifications prepared and designed to be used for the Agreement and includes any general conditions or requirements contained therein;
- (n) "**Subcontractor**" means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked;
- (o) "**Substantial Performance**" has the meaning ascribed to it in Section 16.02;
- (p) "**Superintendent**" means the employee of the Contractor who is designated by the Contractor to act pursuant to Section 6.06;

- (q) **"Total Performance of the Work"** means when the entire Work, except those items arising from the provisions of Section 19.01, has been performed to the requirements of the Contract Documents and is so certified by the Ministry Representative;
- (r) **"Work"** means all activities carried out under this Agreement, and the results of those activities.
- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they shall have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.04 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.
- 1.05 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 AMENDMENTS

### Contract Documents

- 2.01 The agreement between the Parties shall be contained in the following Contract Documents and no others:
- (a) this document and any schedules attached;
  - (b) the Plans and Specifications;
  - (c) any Amending Documents.

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

Schedule	Title
Schedule "A"	Schedule of Approximate Quantities and Unit Price Table
Schedule "B"	Insurance Requirements
Schedule "C"	Project Specifications
Schedule "D"	Tax Verification
Schedule "E"	Safety Conditions Schedule
Schedule "F"	Prime Contractor Agreement
Schedule "G"	SAFE Certification Requirements Schedule

### Amending Documents

- 2.02 No modification to this Agreement shall be effective unless it is in writing and signed by, or on behalf of, the Parties and is in the form of an Amending Document, namely, a Contract Modification Agreement (NRS600) form, or in such other standard form of a similar nature for which the Province may provide from time to time.

### Conflicts

- 2.03 In the event of conflicts between Contract Documents the following shall apply:
- (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing;
  - (b) drawings of larger scale shall govern over those of smaller scale;
  - (c) Specifications shall govern over notes and schedules shown on plans and drawings;
  - (d) material and finishing schedules shall govern over other drawings;
  - (e) the special provisions or general requirements shall govern over technical specifications; and
  - (f) the terms of this document supersede all other Contract Documents.
- 2.04 In the event of conflicts between alike Contract Documents of different dates, the document of later date shall prevail.

#### **Additional Copies of Contract Documents**

- 2.05 The Contractor shall be provided with sufficient copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.

#### **ARTICLE 3 CONTRACT PRICE**

- 3.01 The contract price is based on unit price as set out in Schedule "A" of this Agreement.
- 3.02 Unless provided otherwise, prices for items constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by the Contractor to a supplier during the performance of the Work) and other things required to completely incorporate the item into the Work, excluding Goods and Services Tax (GST) and any Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction.

#### **ARTICLE 4 CONTRACT SECURITY**

- 4.01 To secure fulfillment of the Contractor's obligations in the Agreement, the Contractor shall provide to the Province, before commencement of the Work, Contract Security as hereinafter set out.
- 4.02 Unless the Province otherwise provides, the Contractor shall have the choice of providing either cash security or security in the form of a performance bond.
- 4.03 If a cash form of Contract Security is used, the following shall apply:
- (a) it shall be of a type acceptable to the Province;
  - (b) it shall be in an amount equal to at least 10% of the total contract price; and
  - (c) it shall be released to the Contractor after certification of Substantial Performance of the Work, if such certification is provided, or certification of Total Performance of the Work otherwise.
- 4.04 A bond is not required for this contract at the time of signing, if required the contract will be amended at a future date.
- If the form of Contract Security is a performance bond, the following shall apply:
- (a) it shall be in an amount equal to at least 50% of the total contract price;
  - (b) it shall be issued by a duly licensed surety company authorized to transact a business of suretyship in Canada and shall otherwise be in a type acceptable to the Province;
- 4.05 The performance bond, and if applicable, the labour and material payment bond, shall be in effect until the end of the warranty period.

#### **ARTICLE 5 TERM OF CONTRACT, COMMENCEMENT AND COMPLETION**

- 5.01 The Contractor shall commence the Work:
- (a) upon execution of this Agreement.
- 5.02 The Contractor shall attain Total Performance of the Work, as certified by the Ministry Representative, on or before the 31<sup>st</sup> day of March, 2021.
- 5.03 Subject to satisfactory performance by the Contractor and availability of funding by the Province, the Parties may agree in writing to extend this Agreement for a further Term of 24 months in 12 month increments to be reviewed and agreed by both parties prior to March 31 for calendar years 2021 and 2022 for each 12 month increment. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted. If funding or pricing need to be changed for this agreement, negotiations will take place prior to both parties agreeing to extend the term increment(s).

## **ARTICLE 6 PARTY REPRESENTATIVES**

### **Ministry Representative**

- 6.01 The Province shall appoint a Ministry Representative who shall be the sole judge of the Work as to quantity, quality, suitability and progress and, unless the Province agrees to follow dispute resolution through arbitration as set out in Article 25, his/her decision, on all matters in disagreement with regard to the Work or this Agreement, shall be final.
- 6.02 The Ministry Representative shall have the right to inspect the Work, the manner of construction and the materials furnished in respect thereof.
- 6.03 Upon contract award, the Province shall notify the Contractor of the name, address and telephone number of the Ministry Representative appointed pursuant to Section 6.01.
- 6.04 The Province may substitute a Ministry Representative at any time, and shall so notify the Contractor of the change.
- 6.05 The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being constructed in accordance with the Contract Documents.

### **Contractor's Representative**

- 6.06 The Contractor shall designate a Superintendent, who shall have full authority to act on behalf of the Contractor in connection with the Work and the Agreement and who shall be available at all times to the Ministry Representative.
- 6.07 Upon contract award, the Contractor shall notify the Ministry Representative of the name, address and telephone number of the Superintendent designated pursuant to Section 6.06.
- 6.08 Subject to Section 6.09, the Contractor shall not substitute a Superintendent without the written consent of the Ministry Representative.
- 6.09 If, in the reasonable opinion of the Ministry Representative, the Superintendent appointed by the Contractor is not suitably experienced or is unable to properly supervise the Work, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that Superintendent forthwith.

## **ARTICLE 7 CONSTRUCTION SCHEDULE AND EQUIPMENT LIST**

- 7.01 The Contractor shall carry out the Work according to:
- (a) the construction schedule indicating the timing of the major activities of the Work designed to ensure conformance with the commencement and completion requirements; and
  - (b) if required, the list of the construction machinery and equipment to be used in the Work;
- submitted to and approved by the Ministry Representative upon acceptance of the Contractor's tender.
- 7.02 Where, in the opinion of the Ministry Representative, the rate of progress of the Work is insufficient to enable the Work to be completed in the manner and by the dates specified under the Agreement, the Contractor shall take whatever steps that the Ministry Representative requires in writing to expedite the progress of the Work.

## **ARTICLE 8 INDEMNIFICATION AND INSURANCE**

- 8.01 The Contractor shall indemnify and save harmless the Province, 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 of the Contractor's or its Subcontractors' agents, employees, officers, directors or Subcontractors in connection with this Agreement, or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

- 8.02 The Contractor shall, at the Contractor's own expense, carry and maintain insurance coverage as specified in Schedule "B" - Insurance Requirements or as specified in writing by the Province, as those terms may be modified from time to time in accordance with our directions.
- 8.03 The Contractor hereby agrees to indemnify and save harmless the Province, its successor(s), assign(s) and authorized representative(s) and each of them from and against all losses, claims, damages, actions and causes of action (collectively referred to as "claims") that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Province, its other contractor(s), assign(s) and authorized representative(s) or any other person.

#### **ARTICLE 9 PROTECTION OF WORK AND PROPERTY**

- 9.01 The Contractor shall protect the Work, the Province's property and property adjacent to the Place of Work, from damage and shall be responsible for damage which may arise as the result of the Contractor's operations under the Agreement, except damage which occurs as a result of:

- (a) errors in the Contract Documents; or
- (b) acts or omissions of the Province, the Inspector, Other Contractors, their agents and employees.

##### **Fire Protection**

- 9.02 The Contractor shall take every precaution to prevent unintentional fire from occurring on or about the Place of Work.
- 9.03 The Contractor who lights, fuels or uses an open fire must comply with the provisions required for the relevant open fire category in accordance with the Wildfire Regulation made under the *Wildfire Act*, and the Open Burning Smoke Control Regulation made under the *Environmental Management Act*.

#### **ARTICLE 10 SUBCONTRACTING**

- 10.01 The Contractor agrees to employ only those Subcontractors designated by the Contractor in writing, as an attachment to the Contractor's tender form, and accepted by the Province at the signing of this document, subject to Section 10.02.
- 10.02 The Province may, for reasonable cause, object to the use of a designated Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 10.03 The Contractor shall not use any subcontractors other than those identified on the accepted subcontractor list, unless the Province directs or agrees otherwise.
- 10.04 The Contractor agrees to preserve and protect the rights and obligations of the Parties in the Agreement with respect to work to be performed by Subcontractors.
- 10.05 The Contractor agrees to incorporate, where reasonably possible, the applicable terms and conditions of the Contract Documents into all agreements with Subcontractors.
- 10.06 The appointment of any Subcontractors does not relieve the Contractor of its responsibility under the Agreement or for the quality of work, materials and services provided by it.
- 10.07 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Province.

#### **ARTICLE 11 COOPERATION WITH OTHER CONTRACTORS**

- 11.01 The Province reserves the right to award separate contracts in connection with other portions of the Work to Other Contractors and to perform work with own forces.
- 11.02 Where, in the reasonable opinion of the Ministry Representative, it is necessary that an Other Contractor be sent into or adjacent to the Place of Work, the Contractor shall cooperate with the Other Contractor.

- 11.03 The Contractor, forthwith upon becoming aware of any apparent deficiencies in the Other Contractor's work which would affect the Work, shall report such deficiencies in writing to the Ministry Representative.
- 11.04 Except with respect to deficiencies which the Contractor was not aware of, failure by the Contractor to report as required in Section 11.03 shall invalidate any claims against the Province by reason of the deficiencies.

## **ARTICLE 12 COMPLIANCE WITH THE LAW**

- 12.01 This Agreement shall be governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

The Contractor shall:

- (a) comply with all laws affecting the Work;
- (b) obtain all licences and permits (unless obtained by the Province) required by law to carry out the Work.

### **Compliance with the *Workers' Compensation Act***

- 12.02 The Contractor shall:
- (a) be solely responsible for construction safety at the Place of Work;
  - (b) at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;
  - (c) if the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers Compensation Act*;
  - (d) comply with, and ensure all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
  - (e) be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work; and
  - (f) upon request, provide the Province with proof of such compliance.
- 12.03 For the purposes of the *Workers' Compensation Act*, the Contractor may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein.

### **Compliance of Plans and Specifications with Law**

- 12.04 The Contractor is not responsible for verifying that the Plans and Specifications comply with any law. If the Plans and Specifications do not comply with law, either at the time this Agreement is executed or as a result of a subsequent modification in law, the Contractor shall advise the Ministry Representative in writing and, the Province may modify the Plans and Specifications to comply. The Contractor will complete the Work on the basis of the modified Plans and Specifications and the contract price may be modified in accordance with this Agreement.

## **ARTICLE 13 CHANGES IN THE WORK**

- 13.01 "**Changes in the Work**" means additions, deletions or other revisions to the Work, within the intent of the Agreement, but are not Changed Conditions (see Section 14.01).
- 13.02 The Ministry Representative may, at any time before certifying Total Performance of the Work, do any of the following:
- (a) order additional work or material; or
  - (b) order work or material to be deleted or changed;

from that provided for in the Plans and Specifications if the additional work or material, deletion or change is consistent with the general intent of the Agreement.

- 13.03 For changes to the Work ordered by the Ministry Representative:
- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's claim for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
  - (b) the Ministry Representative shall consider the claim by the Contractor with a view to becoming satisfied that the claim is appropriate; and
  - (c) upon becoming satisfied as to the appropriateness of the claim, the Ministry Representative shall refer the matter to the Province for final approval.
- 13.04 The Contractor shall perform the Changes in the Work that are ordered by the Ministry Representative as if they had appeared in and been part of the Plans and Specifications.
- 13.05 Where a change is ordered by the Ministry Representative, the value of a change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices set out in this Agreement or subsequently agreed upon;
  - (c) by actual cost of labour and materials and a fixed fee or percentage fee of 0 percent;
  - (d) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.
- 13.06 In the case of changes in the Work to be paid for under methods (b), (c) and (d) of Section 13.05:
- (a) the change shall not proceed unless and until the Ministry Representative and the Contractor have agreed on the form of presentation of costs and methods of measurement; and
  - (b) the Contractor shall keep accurate and complete records of quantities or costs and shall present an account of the cost of the change in the Work, together with vouchers where applicable, at intervals requested by the Ministry Representative.
- 13.07 When a change in the Work is proposed by the Contractor, the following procedure shall be carried out:
- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's proposal for changed Work together with any claim or credit, if applicable, for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
  - (b) the Ministry Representative shall consider the proposal and claim by the Contractor with a view to becoming satisfied that the proposal and claim are appropriate; and
  - (c) upon becoming satisfied as to the appropriateness of the proposal and claim, the Ministry Representative shall refer the matter to the Province for final approval.
- 13.08 Changes in the Work shall not proceed without a written Amending Document signed by the Province and the Contractor.
- 13.09 Payment for Changes in the Work shall be made in accordance with Article 15.
- 13.10 If there is a change in the Work done by the Contractor pursuant to this Agreement, the Contractor shall ensure the surety companies named in the Performance Bond and the Labour and Material Payment Bond, if applicable, are advised and consent to the change.

#### **ARTICLE 14 CHANGED CONDITIONS**

- 14.01 **"Changed Conditions"** means physical conditions at the Place of Work which were not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, prior to submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including thoroughly inspecting the Place of Work and reviewing all information available from the Province to persons wishing to submit tenders, but does not include any weather or natural event.
- 14.02 When the Contractor observes a Changed Condition, the Contractor shall advise the Ministry Representative or Inspector prior to proceeding with the Work. Should the Ministry Representative determine that conditions do differ materially, the Ministry Representative will issue appropriate instructions.
- 14.03 The Ministry Representative and the Contractor shall agree on the quantities and price of the work resulting from the Changed Condition, prior to certification of Total Performance of the Work, determined by any of the following methods:
- (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices set out in this Agreement or subsequently agreed upon;
  - (c) by actual cost of labour and materials and a fixed fee or percentage fee; or
  - (d) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.

## ARTICLE 15 PAYMENT

- 15.01 Applications for payment on account may be made monthly as the Work progresses, in a form acceptable to the Ministry Representative.
- 15.02 The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which are inclusive in the bid price) payable by the Province in relation to the Work as a separate line item.
- 15.03 Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be either:
- (a) if based on unit price, at the applicable rates set out in Schedule "A" Unit Price Table, based upon the amounts of Work done by the Contractor, as estimated from progress measurements prepared by the Contractor and certified by the Ministry Representative; or
  - (b) if based on lump sum contract price, for the value, proportionate to the amount of the Agreement, of work performed and products delivered to the Place of Work at that date.

### Terms of Payment

- 15.04 The Ministry Representative shall, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with Section 15.02 and 15.03, certify the application for payment in the amount applied for or in such other amount the Ministry Representative determines is properly due. If the Ministry Representative amends the application, the Ministry Representative shall promptly advise the Contractor in writing giving reasons for amendment.
- 15.05 The Province will make progress payments pursuant to Section 15.03 and subject to the holdback provisions of Section 15.09, in accordance with the Province's payment practices and the *Financial Administration Act*.
- 15.06 Regulations pursuant to the *Financial Administration Act* do not permit interest payments unless the account is overdue by at least sixty-one (61) days. The overdue period is calculated from the date the Ministry Representative authorizes payment, or the date the invoice is received, whichever is the latter, to the date the cheque is printed by the Ministry of Finance.

### **Appropriation**

- 15.07 Despite any other provision of this Agreement, the obligation for payment of money by the Province to the Contractor, pursuant to this Agreement, is subject to:
- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any fiscal year or part thereof, to make payment pursuant to this Agreement when it is due; and,
  - (b) Treasury Board not having controlled or limited expenditure of any funds referred to in subparagraph (a).
- 15.08 No payment by the Province under this Agreement, or partial or entire use or occupancy of the Work by the Province, shall constitute an acceptance of work or products which are not in accordance with the Contract Documents, or a release of the Contractor from any responsibility under this Agreement.

### **Holdback**

- 15.09 Progress payments approved under Section 15.04 shall be subject to a holdback of:
- (a) ten percent (10%) of the value of the Work performed and the materials supplied under the terms of the Contract; and
  - (b) where a cash Contract Security has been provided (no performance bond): an additional five percent (5%) of the value of the Work performed and the materials supplied, to be held for the warranty period specified in Article 19 or such longer period as may be specified by the Province in the case of a warranty claim.
- 15.10 No interest or other charges shall accrue on any amounts retained pursuant to Section 15.09.
- 15.11 Holdback funds shall be applied as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's workers, direct Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of a provision of the Agreement.

### **Holdback Release**

- 15.12 The Province shall approve release of the 10% holdback referred to in Section 15.09(a) to the Contractor no sooner than fifty-five (55) days following satisfaction of **ALL** of the following conditions:
- (a) the Ministry Representative certifies the date of Substantial Performance of the Work, if such certification is provided, or Total Performance otherwise;
  - (b) the Contractor provides to the Province a clearance letter from WorkSafe BC indicating all current assessments due from the Contractor have been paid;
  - (c) the Contractor provides to the Province an NRS263 Statutory Declaration (supplied by the Province) attesting that all monies owing to the Contractor's workers, Subcontractors, material and equipment suppliers and government agencies have been paid; and
  - (d) the Contractor provides to the Province written confirmation and acceptance of measurement quantities, if requested by the Ministry Representative.

## **ARTICLE 16 SUBSTANTIAL PERFORMANCE**

- 16.01 Upon request by the Contractor for certification of substantial performance of the Work, the Ministry Representative or Inspector shall inspect the Work.
- 16.02 The Ministry Representative shall, upon inspection, issue a certificate for substantial performance of the Work if **ALL** the following conditions are met:
- (a) the Work is being used for the purpose intended or is ready for use without any deficiencies affecting the safety of those using or likely to use the Work; and
  - (b) the Contractor is not in breach of any term of the Agreement.

- 16.03 The certification of substantial performance of the Work shall describe the parts of the Work not completed to the satisfaction of the Ministry Representative and all things that must be done before the Ministry Representative will certify Total Performance of the Work.
- 16.04 If because of climatic or other conditions reasonably beyond the control of the Contractor there are items of the Work that cannot be performed, payment in full for work which has been performed as certified by the Ministry Representative shall not be withheld or delayed by the Province on account thereof, but the Province may withhold until the remaining work is finished, such monies as the Ministry Representative determines are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Province from claims.

#### **ARTICLE 17 TOTAL PERFORMANCE**

- 17.01 After the Province receives a written request for final inspection from the Contractor, if, in the opinion of the Ministry Representative, the Work has been completed and has satisfactorily passed all final tests prescribed by the Plans and Specifications, the Ministry Representative shall establish the date of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Agreement.
- 17.02 If after the Contractor's request for final inspection, the Work is not completely acceptable to the Province, then the Ministry Representative will advise the Contractor of particular defects in the Work and the Contractor shall immediately rectify the defects to the satisfaction of the Ministry Representative.

#### **ARTICLE 18 TAXES AND DUTIES**

- 18.01 The Contractor shall pay any applicable taxes, customs duties and excise taxes in respect of the Agreement.
- 18.02 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the tender opening shall increase or decrease the contract price accordingly.
- 18.03 A Contractor who has neither residence nor place of business in the Province of British Columbia shall, upon request, provide the Province with proof of registration with the provincial sales tax authorities.

#### **ARTICLE 19 WARRANTY**

- 19.01 Notwithstanding any other provision of this Agreement, or the expiration or sooner termination of this Agreement, the Contractor agrees to correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the period of one year from the date of certification of Total Performance of the Work, or such longer periods as may be specified for certain products or work.
- 19.02 The Province shall promptly give the Contractor written notice of observed defects and deficiencies that occur during the warranty period.
- 19.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of Section 19.01.

#### **ARTICLE 20 PROVINCIAL PROPERTY**

- 20.01 Any materials, equipment or property supplied by or on behalf of the Province to the Contractor as a result of this Agreement shall be the exclusive property of the Province.
- 20.02 The Contractor shall deliver the property to the Province immediately following the expiration or sooner termination of this Agreement. The Ministry Representative may, before the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting the Contractor to return to the Ministry Representative any part of the property, in which event the Contractor shall comply with the request.
- 20.03 The Contractor is liable to the Province for any loss or damage to materials, equipment or property that is supplied or placed in the care, custody and control of the Contractor by the Province, for use in connection with the Agreement, excepting always loss or damage attributable to reasonable wear and tear.

## **ARTICLE 21    CLEANUP**

- 21.01    The Contractor and its Subcontractors shall maintain the Place of Work in a tidy condition and free from accumulation of waste products and debris, other than that caused by the Province, Other Contractors or their employees.
- 21.02    Upon attaining Substantial Performance of the Work, the Contractor shall remove the Contractor's surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove waste products and debris other than that caused by the Province, Other Contractors or their employees, and leave the Place of Work clean and suitable for occupancy or use by the Province, unless otherwise specified.
- 21.03    Total Performance of the Work shall not be attained until the Contractor has removed his surplus products, tools, construction machinery and equipment. The Contractor shall also have removed waste products and debris, other than that caused by the Province, Other Contractors or their employees.

## **ARTICLE 22    LAYOUT**

- 22.01    The Contractor shall, at the Contractor's own expense:
- (a) layout the Work and, if requested by the Province, give the Ministry Representative or the Inspector such facilities and assistance in establishing lines, grades and points, and measure up the Work, as the Ministry Representative or the Inspector directs; and
  - (b) do whatever is necessary to ensure that all marks and stakes placed on the Work or Place of Work by or under the authority of the Ministry Representative or the Inspector, are protected and are not removed, defaced, altered or destroyed.
- 22.02    Before the commencement of the Work, the Contractor shall satisfy itself as to the meaning and correctness of all marks and stakes, as no claim will be accepted thereafter. If the Contractor determines or has reason to suspect any errors in the marks and stakes, he shall stop work and advise the Ministry Representative or the Inspector, who shall investigate and provide additional instructions for rectification, if necessary. No claim for delay or additional costs shall be permitted under this Section.

## **ARTICLE 23    DELAYS**

- 23.01    If the Contractor is delayed in the performance of the Work by act or omission of the Province, Inspector, Other Contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the completion date specified in Section 5.02 shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as the result of such delay.
- 23.02    If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority, and if the order is issued because of an act of fault by the Province, (or any person employed or engaged directly or indirectly by the Province) and not an act of fault by the Contractor (or anyone employed or engaged directly or indirectly by the Contractor), then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as a result of such delay.
- 23.03    If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. Subject to Section 23.05, the Contractor shall not be entitled to payment for costs incurred as a result of such delays.
- 23.04    No extension to the contract completion date shall be made for delay unless written notice of claim is given to the Ministry Representative not later than fourteen (14) days after the commencement of delay, providing, however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

- 23.05 Compensation is payable to the Contractor for delays under Section 23.03 only where such delay was caused by the Province, other than as a reasonable response to an event or situation beyond the Province's control.

**ARTICLE 24 PROVINCE'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT**

- 24.01 If the Contractor should neglect to prosecute the Work or on the happening of an Event of Default, or at any time thereafter, the Ministry Representative or Inspector may notify the Contractor in writing that the Contractor is in default and instruct the Contractor to correct the default in the five (5) days immediately following the receipt of such notice.
- 24.02 If the Contractor receives such notice pursuant to Section 24.01, the Contractor, subject to Section 24.03, shall correct the default immediately.
- 24.03 If the correction of the default cannot be completed in the five (5) days specified, the Contractor shall be in compliance with the Province's instructions if the Contractor:
- (a) commences the correction of the default within the specified time; and
  - (b) provides the Province with an acceptable schedule for such correction; and
  - (c) completes the correction in accordance with such schedule.
- 24.04 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Province, without prejudice to any other right or remedy it may have, may, in its sole discretion do one or more of the following:
- (a) correct such default and deduct the actual cost thereof from any payment then or thereafter due the Contractor;
  - (b) terminate the Contractor's right to continue with the Work in whole or part.
  - (c) waive the default in a Notice and on such conditions as the Ministry Representative may determine; or
  - (d) terminate this Agreement with immediate effect or on a future date specified by the Province.
- 24.05 If the Province terminates the Contractor's right to continue with the Work under the conditions set out in Section 24.04 (b) or (d), the Province shall be entitled to do any one or more of the following:
- (a) take possession of the Work and products and utilize all construction machinery and equipment, subject to the rights of third Parties, and finish the Work by whatever method it may consider expedient but without undue delay or expense;
  - (b) withhold further payments to the Contractor until the Work is finished, and
  - (c) upon Total Performance of the Work, charge the Contractor the full cost of finishing the Work (as certified by the Ministry Representative), which cost shall include compensation for any additional services of the Ministry Representative required to complete the Work.
- 24.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 24.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province 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 the Contractor proposes 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 the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.
- 24.08 The Contractor's obligations under the Agreement as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.
- 24.09 The rights, powers, and remedies conferred upon the Province under this Article are not intended to be exclusive and each such right, power, and remedy referred to therein shall be cumulative and in addition to and not in substitution for every other right, power or remedy existing or available to the Province under the Agreement, at law or in equity, and the exercise by the Province of any right,

power, or remedy shall not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

- 24.10 Notwithstanding any other provision of the Agreement, the Province may at any time and for any reason, upon giving thirty (30) days prior Notice to the contractor, terminate the Agreement.
- 24.11 Subsequent to receipt of Notice from the Province pursuant to Section 24.10, the Contractor shall only proceed with those portions of the Work specifically authorized in a Notice by the Ministry Representative to be completed prior to termination.
- 24.12 Upon termination of the Agreement in accordance with this Agreement, the Province shall have no further obligation to the Contractor save and except to pay to the Contractor:
- (a) The amount the Contractor is entitled to for Work completed to the Province's satisfaction prior to the date of termination after any deductions made in accordance with this Agreement; and
  - (b) Other actual expenses actually incurred by the Contractor, such as demobilization and compensation for unrecovered actual fixed expenses which are, in the sole opinion of the Province, reasonable in the circumstances.

#### **ARTICLE 25 DISPUTE RESOLUTION**

- 25.01 If a dispute occurs between the Parties concerning any matter under this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 25.02 If the Parties are unable to resolve the dispute informally, within fourteen (14) days, the Contractor shall then give Notice, within fourteen (14) days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) a valuation by the Contractor of the matters in dispute.
- 25.03 The Province shall, within thirty (30) days of receipt by the Ministry Representative of the written particulars, give to the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
  - (b) that the Province rejects the position of the Contractor.
- 25.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the agreement.
- 25.05 If the Province rejects the position of the Contractor, the Parties shall, if they both agree, have the matters resolved by arbitration, in accordance with the *Commercial Arbitration Act*.
- 25.06 If the matter in dispute is not resolved promptly pursuant to Section 25.01, the Ministry Representative may give to the Contractor such instructions as in the Ministry Representative's opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 25.07 If the Contractor receives instructions pursuant to Section 25.06, the Contractor shall act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 25.08 Nothing in this Article shall preclude either Party from having a dispute resolved by a court of competent jurisdiction.

#### **ARTICLE 26 DAMAGES AND MUTUAL RESPONSIBILITY**

- 26.01 If either Party to this Agreement should suffer damage in any manner due to a breach of the obligations of the other Party, then that Party shall be reimbursed by the other Party for such damage.
- 26.02 Claims for damage under Section 26.01 shall be made in writing to the Party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by an Amending Document. Disputed claims shall be resolved as set out in Article 25.

- 26.03 If the Contractor has caused damage to the work of an Other Contractor at the Place of Work, the Contractor agrees upon due notice to settle with the Other Contractor by negotiation or arbitration. If the Other Contractor makes a claim against the Province on account of damage alleged to have been so sustained, the Province shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgment against the Province and pay the costs incurred by the Province arising from such action.
- 26.04 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Province, then the Contractor, upon undertaking to indemnify the Province against any and all liability for costs, shall have the right to appeal in the name of the Province such final order or judgment to any and all courts of competent jurisdiction.

## **ARTICLE 27 MISCELLANEOUS**

### **Confidentiality**

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

### **Records to be Kept by Contractor**

- 27.02 The Contractor shall:
- (a) maintain full records of his estimated and actual cost of the Work together with all tender calls, quotations, contracts, material cost distribution worksheets, equipment records (including, without limitation, hours of use and distribution), correspondence, invoices, receipts and vouchers relating thereto;
  - (b) when requested, make all records and material referred to in subsection (a), available for audit and inspection by the Ministry Representative, or by other persons acting on the Province's behalf;
  - (c) allow any of the persons referred to in subsection (b) to make copies of and to take extracts from any of the records and material referred to in subsection (a); and
  - (d) furnish any person referred to in subsection (b) with any information they may require from time to time in connection with such records and material.

The records maintained by the Contractor pursuant to this Section shall be kept intact by the Contractor until the expiration of seven (7) years after the date of Substantial Performance, if given, or Total Performance otherwise, or until the expiration of such other period of time as the Province may direct.

The Contractor shall permit the Province, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by, or provided by or on behalf of the Province to the Contractor, as a result of this Agreement.

### **Samples and Testing**

- 27.03 The Ministry Representative or the Inspector may, at the expense of the Province, take samples, and test and inspect materials that are incorporated or are intended to be incorporated into the Work. The Contractor shall cooperate with the Ministry Representative or the Inspector in providing every necessary facility for sampling, testing and inspecting.

The Contractor shall furnish to the Ministry Representative, if requested, a complete written statement of the origin, composition and manufacture of any materials supplied by the Contractor that are incorporated or are intended to be incorporated in the Work.

### **Defective Work**

- 27.04 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Ministry Representative or Inspector as failing to conform to the Plans and Specifications shall be removed promptly from the Place of Work by the Contractor and replaced or re-executed promptly in accordance with the Plans and Specifications at the Contractor's expense.

The Contractor shall make good promptly Other Contractors' work destroyed or damaged by such removals or replacements, at the Contractor's expense.

If, in the opinion of the Ministry Representative, it is not expedient to correct defective work or work not performed in accordance with the Plans and Specifications, the Province may deduct from monies otherwise due to the Contractor, the difference in value between the work as performed and that called for by the Plans and Specifications, the amount of which will be determined in the first instance by the Ministry Representative.

#### **Notice**

- 27.05 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):

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

#### **Agreement Execution**

- 27.06 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 27.05 or any other method agreed to by the Parties.

#### **Survival of Terms**

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

#### **Successors and Assigns**

- 27.08 This Agreement enures to the benefit of and binds the Province and its assigns and the Contractor and its successors and permitted assigns.

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

#### **Use of the Work**

- 27.09 The Contractor shall confine construction machinery and equipment, storage of products and the operations of employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the Place of Work with products.

The Contractor shall not load, or permit to be loaded, any part of the Work with a weight or force that will endanger the safety of the workers or the Work.

The Contractor shall not erect or permit the erection of any sign or advertising on the Work or the Place of Work without the prior written consent of the Province.

#### **Contractor Status**

- 27.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is 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.

The Contractor will not purport to commit the Province to the payment of any money to any person.

All personnel hired or used by the Contractor to perform the Work are at all times the employees of the Contractor and not of the Province. The Contractor is solely responsible for arranging reliefs and substitutions, pay, supervision, discipline, unemployment insurance, leave and all other matters arising out of the relationship of employer and employee.

#### **Unsuitable Workers**

- 27.11 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.
- 27.12 The Contractor shall, upon request of the Ministry Representative, remove any person employed by the Contractor for purposes of this Agreement who, in the opinion of the Province, is incompetent or has exhibited improper conduct and the Contractor shall not permit a person who has been removed to return to the Place of Work.

#### **Terms of Tender**

- 27.13 The Contractor represents to the Province that the Contractor has complied with any investigative requirements in the Conditions of Tender and has fully advised Subcontractors of the results of investigation where appropriate.

#### **Non-Waiver**

- 27.14 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.

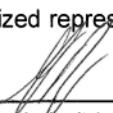
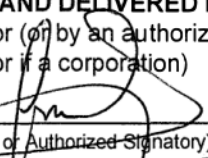
#### **Time of Essence**

- 27.15 Time shall be 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.

#### **Representations and Warranties**

- 27.16 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
  - (b) if the Contractor is not an individual:
    - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
    - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

The Parties hereto have duly executed 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 Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
Greg Rawling	Printed Name Thomas Leiros RLF
Dated this <u>1</u> day of <u>September</u> , 2020	Dated this <u>26</u> day of <u>August</u> , 20 <u>20</u>

**MAJOR WORKS CONTRACT**  
**(CONSTRUCTION AGREEMENT)**  
**TABLE OF CONTENTS**

**ARTICLE 1    DEFINITIONS**

- (a)    Agreement
- (b)    Amending Documents
- (c)    Changed Conditions
- (d)    Changes in the Work
- (e)    Contract Documents
- (f)    Contract Security
- (g)    Deficiencies
- (h)    Event of Default
- (i)    Inspector
- (j)    Ministry Representative
- (k)    Other Contractor
- (l)    Place of Work
- (m)    Plans and Specifications
- (n)    Subcontractor
- (o)    Substantial Performance
- (p)    Superintendent
- (q)    Total Performance of the Work
- (r)    Work

**ARTICLE 2    CONTRACT DOCUMENTS AND AMENDMENTS**

- 2.01    Contract Documents
- 2.02    Amending Documents
- 2.03    Conflicts
- 2.05    Additional Copies of Contract Documents

**ARTICLE 3    CONTRACT PRICE**

**ARTICLE 4    CONTRACT SECURITY**

**ARTICLE 5    COMMENCEMENT AND COMPLETION**

**ARTICLE 6    PARTY REPRESENTATIVES**

- 6.01    Ministry Representative
- 6.06    Contractor's Representative

**ARTICLE 7    CONSTRUCTION SCHEDULE AND EQUIPMENT LIST**

**ARTICLE 8    INDEMNIFICATION AND INSURANCE**

**ARTICLE 9    PROTECTION OF WORK AND PROPERTY**

- 9.02    Fire Protection

**ARTICLE 10    SUBCONTRACTING**

**ARTICLE 11    COOPERATION WITH OTHER CONTRACTORS**

**ARTICLE 12 COMPLIANCE WITH THE LAW**

- 12.02 Compliance with the *Workers' Compensation Act*
- 12.04 Compliance of Plans and Specifications with Law

**ARTICLE 13 CHANGES IN THE WORK**

**ARTICLE 14 CHANGED CONDITIONS**

**ARTICLE 15 PAYMENT**

- 15.04 Terms of Payment
- 15.07 Appropriation
- 15.09 Holdback
- 15.12 Holdback Release

**ARTICLE 16 SUBSTANTIAL PERFORMANCE**

**ARTICLE 17 TOTAL PERFORMANCE**

**ARTICLE 18 TAXES AND DUTIES**

**ARTICLE 19 WARRANTY**

**ARTICLE 20 PROVINCIAL PROPERTY**

**ARTICLE 21 CLEANUP**

**ARTICLE 22 LAYOUT**

**ARTICLE 23 DELAYS**

**ARTICLE 24 PROVINCE'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT**

**ARTICLE 25 DISPUTE RESOLUTION**

**ARTICLE 26 DAMAGES AND MUTUAL RESPONSIBILITY**

**ARTICLE 27 MISCELLANEOUS**

- 27.01 Confidentiality
- 27.02 Records to be Kept by Contractor
- 27.03 Samples and Testing
- 27.04 Defective Work
- 27.05 Notice
- 27.06 Agreement Execution
- 27.07 Survival of Terms
- 27.08 Successors and Assigns
- 27.09 Use of the Work
- 27.10 Contractor Status
- 27.11 Unsuitable Workers
- 27.13 Terms of Tender
- 27.14 Non-Waiver
- 27.15 Time of Essence
- 27.16 Representations and Warranties



Natural Resource Sector

## MAJOR WORKS CONTRACT SCHEDULE "A" – PER PHASE TABLE

**CONDUCT AND SUPERVISE ROAD MAINTENANCE ACTIVITIES AND PROJECT WORK BETWEEN KILOMETERS 0.0 TO 107.0 AS POSTED ON THE DRIFTWOOD FSR ROAD SYSTEM AND BETWEEN KILOMETERS 0.0 TO 5.5 AS POSTED ON THE FALL TAKLA FRS ROAD SYSTEM AND BETWEEN KILOMETERS 0.0 TO 68.5 AS POSTED ON THE LEO CREEK FSR ROAD SYSTEM.**

Item No.	Description of Work by Phase	Lump Sum Price Per Phase (Excluding GST and PST as a taxable transaction charged to Province)
1	Winter and summer road maintenance	
2	Road upgrades	
3	Project work as negotiated	

All maintenance plans, proposed road upgrade works, and projects are to be approved by the Ministry prior to work being undertaken. All works are to be based upon hourly rates that are consistent with industry standard in the local area, or as a bid rate from an independent contractor. Works and purchases of supplies may include a reasonable overhead fee for administering the works.

The contractor is to submit monthly, a report on works completed and costs to date to the Ministry.

The contractor may submit an invoice for 50% of the contract value to the Ministry upon the signing of the contract. An invoice for the remaining 50% may be submitted to the Ministry when the monthly reports show that 30% of the contract has been completed.

<b>TOTAL LUMP SUM CONTRACT PRICE</b>	<b>\$333,333.33</b>
--	---------------------

**Maximum Amount:** TOTAL LUMP SUM CONTRACT PRICE is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement.



## Natural Resource Sector

# MAJOR WORKS CONTRACT SCHEDULE "B" – INSURANCE REQUIREMENTS

1. The Contractor shall, without limiting its obligations or liabilities or restricting the generality of the indemnification provisions contained in the Agreement, at its own expense, provide and maintain, the following insurance(s) coverage as fully specified in Paragraph 14 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. Unless otherwise specified, the duration of each coverage and insurance policy shall be from the date of commencement of Work and shall remain in full force and effect until all conditions of the Agreement have been fully complied with and until acceptance by the Ministry of all Works and appurtenances pertaining to the Agreement.
3. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
4. All insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
5. The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
6. Notwithstanding Paragraph 7, the Contractor shall, prior to the commencement of the Work and before any payments are made under the Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
7. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) shall be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the work.
8. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be canceled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province.
9. Failure to provide the required insurance documentation shall result in termination of the Agreement.
10. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV 45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
11. The payment of any deductible shall be the responsibility of the Contractor, except for flood and earthquake which will be the responsibility of the Province.

12. The Contractor shall ensure that all its subcontractors performing Services under the Agreement carry insurance in the form and limits specified in Paragraph 14.
13. Unless stated otherwise under any subsection of Paragraph 14, 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 Forest, lands, Natural Resource Operations and Rural Development and any of its employees, servants or agents".
14. The following forms of insurance and specified minimum limits are required.

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

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

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;
- x) Sudden and Accidental Pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Province as an additional insured as stated below:

☒ \$250,000

and where such further risk exists:

- xi) Including but not limited to shoring, blasting, excavating, underpinning, demolition, hot roof application, crane operations and removal, piledriving and caisson work, work below ground surface, tunneling and grading;
- xii) Elevator and Hoist Liability;
- xiii) Operation of Attached Machinery;
- xiv) Forest Fire Fighting Expense Coverage in the amount of:  
☒ \$1 million
- xv) Construction activities occurring at airport facilities. Alternatively, coverage may have to be provided under an aviation liability policy.  
☒ Not applicable
- xvi) Where the Contractor's performance of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal, Contractor's Pollution Liability insurance policy with a limit of liability not less than \$2 million inclusive per occurrence insuring against bodily injury and property damage. This insurance must include the Province as an additional insured for its vicarious liability as land owner, project owner, or party to this

Agreement. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Province and shall not affect the Province's ability to bring suit against the Contractor as a third party.

Such insurance must:

- i) Include as a protected entity the Province and each Contractor, Subcontractor, Architect, Engineer, Consultant and anyone employed by them to perform a part or parts of the Work, but excluding suppliers whose only function is to supply and/or transport products to the work site;
- ii) as per Paragraph 13 above, identify the Province on the policy;
- iii) preclude subrogation claims by the insurer against anyone insured by the policy; and
- iv) provide, where a warranty period is required by the Province under this Agreement, Products and Completed operations coverage, as applicable, in force for the duration of the warranty period.

b) **Automobile Liability**

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

c) **Aviation Liability**

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

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

Such insurance shall include a cross liability clause.

As per Paragraph 13 above, the Province is to be added as an "Additional Insured" under this policy.

d) **Watercraft Liability**

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

Such insurance shall include:

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

indicated below, and this insurance shall include the Province as an additional insured as stated below:

☒ \$1 million when conducting operations requiring water craft

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

As per Paragraph 13 above, the Province is to be added as an "Additional Insured" under this policy.

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

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

Such insurance must:

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

Deductibles per Occurrence:

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

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

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

f) **Contractor's Construction Equipment**

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

# SCHEDULE C: SPECIAL PROVISIONS

## TABLE OF CONTENTS

Table of Contents .....	1
1. General items .....	3
1.1. Introduction.....	3
1.2. Prime Contractor Identification.....	3
1.3. Access to Site(s) .....	3
1.4. Industrial Health and Safety Regulations .....	3
2. Site Specific provisions .....	4
2.1. Location of Work .....	4
2.2. Scope of Work.....	4
2.3. Availability of Site(s).....	4
2.4. Camp Facilities.....	4
2.5. Supply of Certain Materials by the Ministry.....	4
2.6. Supply of Certain Materials by the Contractor .....	4
2.7. Potential Gravel and Rock Sources .....	5
2.8. Traffic Management Plan .....	5
2.9. Protection of Utilities .....	5
2.10. Protection of the Environment.....	5
• General.....	5
• Maintaining Water Quality .....	6
• Environmental Management Plan .....	6
• Variance for in-stream work outside of the instream work windows .....	6
• Environmental Monitor .....	6
2.11. Disposal Site .....	7
2.12. Quality Control.....	7
• General.....	7
• Quality Control Manager .....	7
• Quality Control Plan .....	7
• Quality Control Final Report.....	8
2.13. Professional Services.....	8
• Professional of Record .....	8
• Other professional requirements .....	9
2.14. Final Payments.....	9
2.15. Road Maintenance .....	9
3. Winter and summer Maintenance .....	12
3.1. Winter Grading and Snow Removal.....	12
3.2. SCHEDULING OF SNOW REMOVAL.....	12
3.3. Spring Grading, opening up ditches and shoulders .....	12
3.4. Spring\Summer Surface Grading.....	12
3.5. WEATHER WATCH and MONITORING of SNOW LEVELS .....	13
3.6. COMMUNICATION .....	13
3.7. Miscellaneous.....	13
4. Ministry Drawings and Standards\Requirments as per the Engineering Manual and Other Related Documents. ....	15
4.1. Cross-Drain Culvert Location .....	15
4.2. Ditch Construction Considerations.....	15
4.3. Turn-outs diagram.....	17
4.4. Typical road cross section.....	18

5. CONSTRUCTION SPECIFIC PROVISIONS FOR MAJOR PROEJECTS ..... 19

5.1. Project information ..... 19

## **1. GENERAL ITEMS**

### **1.1. Introduction**

Pathways Road Maintenance Contract

The Contractor will provide supervision for any works undertaken through this contract for road maintenance and where agreed-upon by all parties, any major works designated for the agreed road sections outlined in this contract.

### **1.2. Prime Contractor Identification**

In addition to Article 12.02 of the Major Works Contract, Safety Conditions and Prime Contractor Agreement, the contractor must supply and erect a sign at either end of the construction site, identifying the prime contractor information. This information must be consistent with the criteria as stated in the BC Catalogue of Standard Traffic Signs. This document can be found at:

[https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/traffic-engineering-and-safety/traffic-engineering/traffic-signs-and-pavement-markings/standard-traffic-signs/standard-traffic-signs/construction\\_signs.pdf](https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/traffic-engineering-and-safety/traffic-engineering/traffic-signs-and-pavement-markings/standard-traffic-signs/standard-traffic-signs/construction_signs.pdf)

### **1.3. Access to Site(s)**

The Contractor shall be fully responsible for access to the works. The Contractor shall satisfy that access to the works is adequate to get equipment and materials to the work site(s). The Contractor shall be responsible for the cost of any temporary access works and road maintenance that may be required.

The Contractor shall provide 72 hours of notice to the persons who are the primary maintainers of the roads before using the applicable roads that access the work site(s).

The Contractor must ensure that the equipment working on or hauling material to and from the site(s) does not damage or deposit material onto any existing roadway. Any material spilled on roadways open to public traffic or on driveways must be cleaned up immediately. It will be the Contractor's responsibility to repair any damage to roads and driveways caused by construction equipment and/or operations.

Upon completion of any works undertaken during the contract except grading and snow plowing, the Contractor must grade and repair the haul roads to the satisfaction of the Ministry Representative.

Accesses to the sites are gained over the highway and Forest Service Roads. Transport vehicle(s) shall take into consideration travel on gravel forestry roads.

### **1.4. Industrial Health and Safety Regulations**

The Contractor must observe and enforce the construction safety measures required by the Canadian Safety Code (NRCC15562), Provincial Government, and Work Safe BC.

In the event of conflict between any provisions of the above authorities, the Contractor must apply the most stringent.

Prior to start of construction, the Contractor must give notice in writing to Work Safe BC as required in Section 20.2 of the "Occupational Health and Safety Regulations"

## 2. SITE SPECIFIC PROVISIONS

### 2.1. Location of Work

- Leo Creek FSR 0.0km to 68.5km, Driftwood FSR 0.0km to 107.0km and Fall Takla FSR 0.0km to 5.5km.
  - Works will be undertaken as per this schedule between kilometres 0.0 to 107.0 as posted on the Driftwood FSR road system and between kilometres 0.0 to 5.5 as posted on the Fall Takla FSR road system and between kilometres 0.0 to 68.5 as posted on the Leo Creek FSR road system

### 2.2. Scope of Work

The work to be carried out under this contract consists of the following:

1: Road Maintenance and 2: Major Works

Road Maintenance:

- Winter snow removal
- Summer grading
- Bridge and Major Culvert Maintenance
- Ditch maintenance \ Maintaining Surface Drainage Patterns
- Brushing
- Cross-Drain Culvert Maintenance, Replacement and New Installation
- Soil Erosion Control:

Road upgrading

Installation of pullouts

Repair, replacement and construction of drainage structures

Repairs to road subgrade

Major works as defined as having detailed engineering plans

- All major projects must be approved by the ministry prior to start of works, negotiations will take place to determine if the contractor wishes to undertake the project and to confirm the contractor can meet all the requirements of the Ministry.
- Projects could include but are not limited to:
  - Bridge installation or detailed repair
  - Major Culvert installation
  - Road construction or Road Realignment

### 2.3. Availability of Site(s)

The site(s) is available for work on July 31, 2020

### 2.4. Camp Facilities

The Contractor may establish a temporary construction camp and shall obtain all necessary building and operating permits for the camp facility.

**Ministry Representative shall approve any camp location prior to any preparatory work being carried out.**

### 2.5. Supply of Certain Materials by the Ministry

The Ministry will not supply any materials at this time.

### 2.6. Supply of Certain Materials by the Contractor

The Contractor must supply all equipment, materials, and labour to successfully complete the Contract.

Where and when required the contractor will be required to submit for approval any materials required for projects.

## 2.7. Potential Gravel and Rock Sources

There are potential gravel sources available at various locations along the road right of way. It is the Contractor's responsibility to determine if the source will meet the design specifications.

Potential aggregate locations are will need to be identified by the contractor and approved prior to use.

## 2.8. Traffic Management Plan

All worksites will require an assessment of the need for traffic control.

Different options can be utilized depending on traffic volume, project type, impact to workers and road traffic.

Options can range from signage advising road traffic of works with appropriate speed requirements to traffic control personnel.

A Traffic Management Plan (TMP) must be prepared and signed off by a qualified professional and is to be submitted to the Ministry for review prior to any construction activities. Below are some key elements that must be addressed/ considered within the TMP:

- Details describing the conditions requiring a TMP including works being preformed and projected traffic usage.
- Details on any Detour Roads or Temporary Crossings
  - › Detour road and crossing must be acceptable to:
    - Heavy industrial traffic
    - Recreational traffic; and
    - Residential traffic
- Plan dealing with any disruptions
- Plan to expedite emergency vehicle passage through work site, including plans to have notification by local communities or industrial work sites if emergency vehicles have been dispatched to said communities or industrial work sites, or if the community or industrial work sites are transporting emergency cases through the work site.
- District Manager notified a minimum of 72 hours before commencing construction
- Primary Road Users notified 72 hours prior to any disruption
- The Contractor shall minimize inconvenience to the road users during construction,
- The Contractor shall erect and maintain proper and adequate barricades and signs
- Any other traffic control devices are required by WorkSafeBC and the Ministry.
- General map showing location of applicable traffic control devices

## 2.9. Protection of Utilities

The Contractor shall preserve any utility properties that are located within their work site(s). Any relocation of the utilities to facilitate the construction work will be the responsibility of the Contractor. The Contractor shall be responsible for any damage caused by construction operations to any utility properties. Contractor is responsible to contact utility providers prior to any operations close to utilities and to obtain any permits required to work around utilities.

## 2.10. Protection of the Environment

### • General

**Where required.** The Contractor shall comply with the Rules, Legislation and Regulations pursuant to the work, and with the following requirements:

- Operations shall be altered or suspended immediately upon the request of an Enforcement Officer from the Ministry of Forests Lands and Natural Resource Operations (MFLNRO) or Ministry of Environment (MOE), or a Department of Fisheries and Oceans (DFO) Officer.

- Disturbed areas shall be revegetated, by seeding with an approved grass/clover mix, mulching with hay/straw bales and the planting of willow shoots, as directed by the Ministry Representative.
- The Contractor's operations shall be in compliance with requirements of the Contractor's Sediment and Drainage Management Plan.
- Any other conditions required by MFLNRO, DFO or MOE.

**It is the contractor's responsibility to identify any streams effected by their works.**

- **Maintaining Water Quality**

Erosion and sedimentation are major concerns with respect to their potential impact on water quality and fish habitat. The Contractor is responsible for:

- Planning, scheduling, and performing this Work in such a manner that the quality of water flowing from the Site is at all times acceptable to officials of the DFO, MFLNRO and MOE, and will take immediate action to correct any deficiency in water quality.
- Maintaining conditions, which protect the environment not only during active construction on the Site, but also during periods when the Contractor has suspended its construction activity for any reason.

- **Environmental Management Plan**

Where required the contractor will supply an Environmental Management Plan (EMP)

It is the contractor's responsibility to determine when and where such plans are required, the ministry may direct the contractor to provide an EMP if the ministry determines that a plan is required after its own investigations.

Following an initial inspection \ review with the Contractor, and thereafter from time to time as the Ministry Representative deems necessary, the Ministry Representative may identify areas for which the EMP will be amended.

The Ministry Representative may request an update and have the contractor resubmit its plan at any time. The Ministry Representative may order the Contractor to stop work, or to take other precautionary or remedial measures whenever the Contractor is carrying out any Work that is not in accordance with the Plan. All costs of any resulting delay will be borne entirely by the Contractor.

All materials and equipment required to implement the EMP are to be supplied by the contractor.

- **Variance for in-stream work outside of the instream work windows**

There is to be no planed work within any stream,

If the contractor requires to do instream work during the term of this contractor, the contractor will be required to obtain a variance for in stream work outside of the in-stream work windows.

- **Environmental Monitor**

**2.10..1. General**

The Contractor **may require** the services of an Environmental Monitor. This section covers the general and specific provisions regarding the authority and responsibility of Environmental Monitors.

**2.10..2. Definitions**

For the purpose of this specification, the 'Environmental Monitor' shall mean a qualified agent with credentials and expertise acceptable to the Federal and Provincial Environmental officers. The Environmental Monitor will provide expert advice to the contractor to facilitate compliance with the environmental protection aspects of the Forest Practices Code Act, the federal Fisheries Act, permits, approvals and the Environmental Management Plan, provided for this project. Under the authority of the Ministry Representative, the Environmental Monitor will monitor the Contractor's compliance with Department of Fisheries and Oceans and Ministry of Water Land and Air Protection requirements, including the Environmental Management Plan and approved Sediment and Drainage Management Plans.

### 2.10.3. Intent of this Specification

These specifications give the Ministry the right to exercise control over environmental aspects of the work, when the Contractor's operations or proposed operations have a negative effect on the water quality and/or aquatic resources, as deemed, by the Ministry Representative. On advice from the Environmental Monitor, the Ministry Representative may require the Contractor to cease operations and/or propose less intrusive alternatives, as well as mitigate measures. On the approval of the Ministry Representative the Contractor will proceed with the approved alternative and/or mitigate measures.

These specifications are for the protection of the environment, and shall be given such interpretation as will secure this intent.

### 2.11. Disposal Site

Waste or other materials specified or designated by the Ministry Representative or the contractor are to be disposed of at designated sites. All designated disposal site(s) are to be identified by the contractor and accepted by a Ministry Representative.

The Contractor must ensure that the disposal site complies with all Federal, Provincial, Municipal and Regional by-laws and regulations prior to disposing of the material. The Contractor will pay any fees incurred.

### 2.12. Quality Control

- **General**

Quality Control (QC) is the process of checking specific product or service results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory product or service performance.

Where required, the Contractor shall carry out **quality control and performance procedures** to ensure that all requirements of the plan including material/product testing, and documentation are met.

The Contractor shall provide unrestricted access during working hours to all Quality Control operations and documentation produced by or on behalf of the Contractor. The Ministry Representative will review the Contractor's performance of the Work and determine the acceptability of the Work based on the Ministry's Quality Assurance results and, where deemed appropriate by the Ministry Representative, by the Contractor's Quality Control results

- **Quality Control Manager**

Where required by the Ministry Representative, the Contractor shall designate one person as the Quality Control Manager (QC Manager) who shall be responsible for the implementation of the QC Plan. The QC Manager shall be a person with knowledge, skills and abilities and be approved by the Ministry Representative as part of section 1.4 Key Personnel. The QC Manager, unless approved by the Ministry, shall be at arm's length from the productivity part of the Contractor's organization and specifically shall not be the **Project Manager or the Project Superintendent**.

The QC Manager must be able to perform all of the QC Manager's relevant duties and shall remain on site at all times the Contractor is performing Work which must be tested or inspected in-process, and must be readily accessible and able to return when off-Site.

- **Quality Control Plan**

Where required by the Ministry Representative, the Contractor shall prior to commencement of the Work,

- prepare and implement a Quality Control Plan (QC Plan)
- submit the completed QC Plan to the Ministry Representative for approval, prior to commencement of the start of the project.

The QC plan may be operated wholly or in part by a qualified Subcontractor or an independent agency/organization. However, the plan's administration and the quality of the Work remains the responsibility of the Contractor. The Contractor shall also ensure

that all workers are familiar with the Quality Control Plans, its goals, and their role under it, as well as with the Contract specifications associated with the Work they are to undertake.

The quality control plan must at minimum contain the following information:

- Contractors basic approach to QC
  - Contractors organizational structure
  - Name, designation, and qualifications of the QC Manager that will sign project reports, assurance statement and as-built drawings.
  - A listing of all other QC staff (including names, qualifications and relevant experience) and their assigned roles.
  - A list of equipment to be used for the work.
  - Quality control checklists for each element of work within the contract.
  - Record keeping
  - Non-conformance process to be used
  - Methods that will employed to achieve objectives
  - Layout standards / methods used
  - Proposed location of aggregate sources along with applicable test results
  - Aggregate production quality control methods
  - Method for placement of materials
  - Sample weekly QC report.
  - Daily summary reports
  - **Photos of various QC items**
  - **WEEKLY REPORTS MUST BE SUBMITTED ON A WEEKLY BASIS TO THE MINISTRY REPRESENTATIVE UNLESS OTHERWISE APPROVED BY THE MINISTRY.**
- **Quality Control Final Report**  
Where required by the Ministry Representative, the Contractor must submit a Final Quality Control Report that will includes items determined prior to works commencing the following items:
    - These items may include but are not limited to:
      - Inspection Reports
      - Completed checklists
      - As-built drawings
      - Truck counts or other means of verification of actual material used for rip rap, excavation and any other items that need to be measured.
      - Any other relevant Quality Control items

The Contractor shall ensure that subcontractors and suppliers provide documented test results to confirm that specifications are met.

## 2.13. Professional Services

- **Professional of Record**
- The Overall Coordinating Registered Professional(s) of record for this project will be identified at the pre-work meeting for this contract by the contractor and will update the ministry immediately of any changes.
  - The contractor will supply a Professional of Record and a Coordinating Registered Professional for the supervision of the road works for the project as per Guidelines for Professional Services in the Forest Sector - Forest Roads (the Guideline), 2012.
- The professional will be responsible for and will supervise all works those parts of the project as required by the Guidelines for Professional Services in the Forest Sector - Forest Roads 2012 and the Guidelines for Professional Services in the Forest Sector – Crossings 2014, (the Guideline) or have appointed a designate. In the event a designate has been appointed the professional responsible is to ensure that his designate is qualified to supervise and provides the professional with all documents related to the professional requirements.
- The professional will sign (and seal as appropriate) the output documents for the construction portion of the project, including the pertinent Assurance Statements.

- The contractor will provide the name(s) of all professionals and documentation of competencies in these areas of practice.
- **Other professional requirements**  
The contractor will provide professional services as required. This may include hiring members of other professional organizations as required

#### 2.14. Final Payments

Final payments for the contract are dependent on receiving any documentation related to professional services:

**FAILURE TO PROVIDE THESE ITEMS WILL RESULT IN WITH HOLDING PAYMENTS UNTIL ALL THE REQUIRED DOCUMENTS ARE SUBMITTED AND ACCEPTED BY THE MINISTRY.**

Any incompleteness, errors and omissions must be corrected by the contractor at no expense to the ministry prior to final payments on this project.

#### 2.15. Road Maintenance

Road Maintenance will consist of providing enhanced road maintenance to the community of Takla Landing, this will include:

- Undertake any snow removal
  - See snow removal standards
- Undertake any summer grading
  - See grading standards
- Maintenance on all water control measures (culverts and ditches) Insuring that all road surfaces are well drained and passable to all public traffic
- That no unfiltered run off water is entering fish bearing streams. This is critical for areas where improvements have been made under this contract.
- Repair any sections of road that become impassable due to the spring freshet
- Erecting new or fixing all road signage
- Repair existing ditches or create new V-shaped
  - All debris from ditching must be disposed of in a manner which will not impact drainage, or cause an impediment to known future road operations

Tail ditches must be installed as required to provide functional drainage. All drainage work must direct water to prevent it from flowing directly into watercourses.

- Siltation devices must be installed at locations where runoff may enter stream directly from new or improved ditch works
- Brushing of ditches and road Right of Way to improve ditch function and driver visibility.
  - All debris from ditching must be disposed of in a manner which will not cause a fire hazard, impact drainage, or cause an impediment to known future road operations.

- Brushing and Vegetation Control

Carry out brushing when one of the following conditions occurs:

- The sight distance and/or the usable road width are dangerously impeded or reduced, such that the design speed of the road cannot be safely maintained.
- The useable road width is dangerously reduced to the point that vehicles cannot safely pass each other at road widenings or turnouts or the road cannot be driven at the design speed.
- Drainage systems are functioning below acceptable levels and roadside vegetation is a major contributing factor.
- The presence of roadside vegetation is impeding drying out of the road surface.
- Snow cannot be readily removed.

Examples: potential hazards exist where brush limits visibility at the inside of a curve or at bridge approaches, or where heavy snow loads on roadside trees may cause the trees to bend over the road surface, restricting use of the road and creating a user safety hazard.

**All riparian zones will be identified and protected during brushing operations**

- Replacing or repairing any and all damaged or non-functioning culverts or installation of new culverts
  - The contractor is responsible for identify locations for new or damaged culverts.
  - The ministry representative may also identify locations for new or replacement culverts.
  - Supply and install replacement or new cross drain culverts as required to provide functional drainage for the entire road. Culverts must be new material and must be either 450 mm or 500 mm in diameter unless prior approval has been given by the Ministry Representative.
- All culverts must be located and marked to prevent damage to culverts
- Cross-Drain Culvert Installation
  - Proper installation of cross-drain culverts regardless of the material used is critical to ensuring that road stability will not be compromised by ineffective drainage. In wet areas, particularly along steep road segments, consider decreasing the spacing between cross-drain culverts to decrease ditch water flow volumes and minimize ditch erosion.
  - Make culverts long enough to ensure that the inlet and the outlet cannot become blocked by the encroachment of road embankment fill. Protect unstable or erodible fill at culvert outlets with flumes or other erosion resistant material and protect inlets to prevent scour and erosion.
  - Install cross-drain culverts at a minimum gradient of 1 %. Shallower gradients may allow silt to build up inside the pipe. Consider the need to provide outlet protection, particularly if the culvert gradient exceeds 3%.
  - To encourage smooth entry of ditch flows, skew cross-drain culverts to be perpendicular to the road centreline by 3 degrees for each 1% that the road grade exceeds 3%, to a maximum of 45 degrees. This skew will increase the overall length of the culvert, a fact that needs to be taken into consideration when culverts are being ordered for installation.
  - Excavate unsuitable materials beneath the pipe and replace them with suitably compacted fill to provide a firm and uniform foundation. Assess whether seepage along the outside wall of the pipe could cause internal piping erosion (loss of fines and gravel, resulting in voids forming channels or "pipes") that could impair the stability of the culvert installation and road prism. If this is a concern, consider using suitable geotextiles or other seepage control measures (such as sand-bagging or installing pre-
  - fabricated anti-seep barriers or collars at right angles to the pipe) along the pipe wall near the inlet to retard longitudinal seepage along the pipe. Remove large rocks or ledges and replace them with suitably compacted fill before the pipe bedding is prepared. Backfill and compact around the culvert in the same manner as for stream culverts
  - Constructing "in the dry"
  - Construct culverts "in the dry" whenever possible to prevent or minimize impacts on water quality and other biological resources. This typically enables faster construction of the culvert and reduces the potential for sediment transport into the stream.
  - Backfilling and Compaction
  - The ability of a pipe to maintain its shape and structural integrity depends on correct selection, placement, and compaction of backfill materials, and adequate depth of cover for the pipe material selected.
- The likelihood of a culvert failure increases with a lack of adequate compaction during backfilling. In general, utilize the procedures below:
  - select good backfill material;
  - use a granular, non-saturated backfill material; pit-run gravel or coarse sands are usually satisfactory;
  - use cohesive materials as backfill material only if careful attention is given to compaction at optimum moisture content;
  - avoid placing large angular rock, boulders, snow, or ice within the backfill material;
  - ensure adequate compaction under haunches;
  - maintain an adequate width of backfill;
  - for culverts 1200mm diameter and larger, place backfill material in layers to 150M-300mm loose thickness, depending on compaction equipment, materials being placed and the designer's requirements;
  - balance the fill height on either side as backfilling progresses;

- compact each layer before adding the next layer;
- do not permit construction vehicles or equipment to cross the structure until the minimum allowable depth of cover established by the manufacturer or by a designer has been placed.
- Ditch Maintenance
- Clean and grade ditches to keep them clear of obstructions that might impede drainage flow. Vegetation or other debris that is hindering the flow of water should be removed. However, grass or low vegetation
- lining the ditches is desirable to minimize scour and sediment transport. Where necessary, installing ditch erosion prevention materials may be necessary to accomplish this. Lining the ditch perimeter with shot rock, boulders, vegetation, or fabric are some of the methods used. Near licensed waterworks, maintain ditches by removing rock falls and any slumping or ravelling material, while retaining as much grass cover or other low vegetative cover as is practicable.
- Ensure that ditch water can enter culverts freely and directly. Ditches should be free of standing water to prevent saturation and weakening of the road subgrade, which can result in surface rutting.
- Keep the ditch elevation below the level of the subgrade to ensure the free drainage of the road base. The ditch gradient will be sufficient to maintain a continuous flow.
- When cleaning ditches, do not undermine ditch slopes, cut banks, road shoulders, and culvert catch basins, and do not block the ends of culverts.
- Do not use material excavated during ditch cleaning for widening road shoulders. Typically, this material is unsuitable for use as fill in the road prism because it contains too many fines and is usually too wet to place and compact. Left on the road shoulder, this material could prevent free drainage of granular sub-base materials and cause roadside sloughing. Material that cannot be used as surfacing or sidecast should be hauled to a designated disposal site.
- Supply and install culvert markers at both ends of all existing and new culverts

#### Maintaining Surface Drainage Patterns

- To maintain surface drainage patterns, keep water in its own drainage area, unless moving it to another area is necessary to avoid unstable or sensitive soils.
- Consider the potential for adverse upslope, downslope and downstream impacts before culvert locations and outlet controls are determined. Measures to limit these impacts include:
  - installing flumes or riprap; or
  - carrying drainage flow farther along the ditch line to discharge it onto stable slopes.
- Drainage systems are used to intercept and manage surface or sub-surface drainage. If the soils are easily erodible, consider changing the ditch gradient, alignment, or cross-section, or adding extra culverts, to reduce the distance over which water will have to be carried.
- To minimize sediment delivery to streams, do not discharge the water conveyed in ditches and cross-drain culverts directly into streams. Allow these flows to settle out through the natural vegetation on the forest floor before reaching any stream. Alternatively, filter these flows in other ways, such as through the use of settling basins or geosynthetics, until vegetation can be re-established.
- Fall snags along right of way as required
  - Such trees are known as "dangerous trees" and are defined by the Workers' Compensation Board of BC (WorkSafeBC), in Occupational Health and Safety Regulation /Sec. 26.11).
- Improve existing Pullouts or create new pullouts as required. Each pullout is to have completed surfaced area of 4 meters x 70 meters.

### **3. WINTER AND SUMMER MAINTANENCE**

#### **3.1. Winter Grading and Snow Removal**

- Winter Grading of the road surface shall be done using an ice cutting blade to remove the compacted ice base to less than 10cm and to remove any washboard or potholes from the ice surface.
- The contractor will grade the full width of the roads each cycle.
- Full width will be from ditch line to ditch line and will include all pullouts.
- If warm weather or rain events cause excessive ice buildup or slippery the Ministry Representative may request that the roads will be ice bladed.
- Ice blading will be undertaken using an approved grader
- Bridge approaches and abutments will not have accumulated snow banks, site lines will be maintained and widening at bridge approaches will be plowed out to accommodate road traffic.
- Snow bank shall be "winged"/stepped back" on the roads to ensure the snow does not accumulate on the road subgrade width (both sides) when the contractor and contract officer jointly agree and document the need to ensure the snow does not accumulate on the road subgrade width.

#### **3.2. SCHEDULING OF SNOW REMOVAL**

- The contractor is responsible for dispatching equipment for snow removal.
- The contractor will initiate snow removal when there is an accumulation of 10cm of snow (10cm average along over 70% of the length of the roads or an accumulation of greater than 20cm over a continues section of the roads 10 kilometers or greater or at the request of the contract officer.
- Winter road maintenance must be completed so that the road is completely open for traffic by each Friday, subject to snow event.
- The Ministry Representative may request that the roads be plowed to meet community access requirements at the tendered price.
- The Contractor shall commence work within 12 hours after receiving a request for maintenance from the Ministry Representative.

#### **3.3. Spring Grading, opening up ditches and shoulders.**

- Ditches and shoulders of the roads shall be opened up to accommodate drainage during the spring thaw \ freshet at the appropriate timing for the spring freshet.

#### **3.4. Spring\Summer Surface Grading**

- Gravel Surface Grading will be performed by the Contractor as required or requested by the contract Representative on roadways to maintain the gravel roadway surface in a smooth and safe condition.
- Graded surfaces will be smooth and free draining with Crown in accordance that there will be a 3cm rise for every one meter of roadway width or Super-Elevation, and no loose material which will not readily be compacted with traffic.
- Windrows will not be longer than ½ a day's work in order to finish that section of roadway the same day. Under no circumstance will a Windrow be left overnight. If two graders are available to work in tandem, windrows can be placed to minimize the interference with traffic
- No windrows are to remain after the final pass anywhere along the roadway including road junctions.
- Gravel surface grading will require cutting down into the road base (just below ruts and potholes), sufficient moisture must exist to ensure the fines and binder material are not

lost or blown away when brought to the surface, and also to provide for sufficient compaction of the re-spread gravel or use of a water truck, or if the road surface is too wet, cease grading operations.

- The grader will properly crown, or super-elevate the surface if on a curve, when re-spreading the gravel back across the surface.
- The grader blade will be gradually lifted within 3 meters of any level railway crossing, cattle guard or bridge deck to ensure material is not spread on such structure.
- Discussions between the contractor and the Ministry Representative will determine the timing \ scheduling of any summer grading.

### 3.5. WEATHER WATCH and MONITORING of SNOW LEVELS

- It is the obligation of the contractor to monitor incoming weather patterns that can be expected and satellite information for dispatch of maintenance services.
- The contractor must have the means to check snow levels along the routes for sections 1 and 2 during periods when smaller snow fall accumulations may have happened outside normal weather reports.
- The Ministry Representative will monitor the condition of the road periodically and make reports to the contractor based on the requirements of the contract.

### 3.6. COMMUNICATION

- The Contractor shall maintain contact with the Contract Officer or designate, at least once each week during winter plowing months.
- The contractor will advise and inform the Ministry Representative as to snow levels and snow events and planned scheduling of work as related to snow removal.
- The contractor will provide contact information for contractor's personal and any alternates; this should include operator(s) and administrator(s) to the ministry Ministry Representative.
- The ministry contact will inform the contractor of any issues with maintenance or scheduling of work at the first opportunity as they may come up

### 3.7. Miscellaneous

#### 3.7..1. Windrows

- Windrows will not be longer than ½ a day's work in order to finish that section of roadway the same day. Under no circumstance will a Windrow be left overnight for winter and summer grading\plowing including active roads and driveways in the winter and all roads and driveways in the summer

#### 3.7..2. Signage

- The contractor is to avoid damage to all signage along road right of way, it is the responsibility of the contractor to fix or replace any signage damaged or knocked down due to contract operations.

#### 3.7..3. Culverts

- The Contractor is to avoid damage to all culverts and cross drains along road right of way, it is the responsibility of the contractor to fix or replace any culverts damaged due to contract operations.

#### 3.7..4. Ice Blades

- All snow removal equipment will be equipped with an appropriate snow or ice blade pre-approved by the Ministry Representative.

#### 3.7..5. Bridges

- Care must be taken during all operations under this contract to avoid damaging bridge decks, rails, fenders, or signage. Any bridge damage as a result of this contract will be repaired by the contractor at their expense.
- Snow banks starting 20m from bridge abutment edge will be no higher than 1 meter. All pull outs at bridge approaches will be well defined.

- Line of site on approaching and exiting bridges will be maintained.

#### 3.7..6. Industrial Users

- The contractor is to note sections thereof, on the Leo Creek and Driftwood Forest Service Roads may be maintained by various industrial users at various times throughout the year. The contractor will enter into any required agreement to provide Enhanced road maintenance services. Under no circumstances can the contractor subsidise or relive any road user of their obligations to do maintenance on a Forest Service Road that an industrial user has as per their Road Use Agreement.
  - The contractor may enter into an agreement to do road maintenance for an industrial user(s) to do maintenance as required by the industrial user(s).

#### 3.7..7. Prime Contractor

- The contractor will be the prime contractor/maintainer on sections of FSR that are for community use access only. If another user is designated as Prime Contractor on a section of road, the Contractor must enter into an agreement that clarifies the roles of the parties and adhere to any safety program that is implemented by the Prime Contractor.

#### 3.7..8. Any other work the Contractor may undertake independently shall not compromise this contract

#### 4. **MINISTRY DRAWINGS AND STANDARDS\REQUIREMENTS AS PER THE ENGINEERING MANUAL AND OTHER RELATED DOCUMENTS.**

##### 4.1. **Cross-Drain Culvert Location**

How far water should be carried in a ditch before being left to dissipate away from the road prism depends on: water volume and velocity, soil types, hillslope aspect, elevation, vegetation, rainfall intensity, the incidence of rain-on-snow events, and downslope conditions

Typical locations for cross-drain culvert placement are:

- near the top of a steep road gradient – the intent is to prevent accelerated ditch, subgrade, or cutbank erosion by dispersing ditchwater before its volume and velocity increase downgrade;
- at seepage zones;
- at zones that have localized overland flow with undefined channels (ensure that ditchwater is dissipating at the downgrade side of these zones; otherwise water flow will
- carry on to the next segment of the ditch, increasing the flow at the start of the next section of ditchline and increasing the potential for erosion and natural drainage pattern disruption);
- at any location where accelerated ditch erosion could potentially begin (again, ensure the dissipation of ditchwater volume and velocity to prevent build-up and the risk of adverse impacts on improvements and other resources);
- at low points in the road profile;
- where ditchline bedrock approaches the elevation of the finished grade;
- immediately before sections of cut slope instability or raveling;
- before large through-cuts that may be drainage divides; and
- at any other location found necessary during construction, or evident during maintenance
- inspections.
- Cross-drain culverts and ditches at switchbacks often need site-specific consideration.

##### Cross-Drain Culvert Installation

- Proper installation of cross-drain culverts—regardless of the material used—is critical to ensuring that road stability will not be compromised by ineffective drainage. In wet areas, particularly along steep road segments, consider decreasing the spacing between cross-drain culverts to decrease ditchwater flow volumes and minimize ditch erosion.
- Make culverts long enough to ensure that the inlet and the outlet cannot become blocked by the encroachment of road embankment fill. Protect unstable or erodible fill at culvert outlets with flumes or other erosion-resistant material and protect inlets to prevent scour and erosion.
- Install cross-drain culverts at a minimum gradient of 1%. Shallower gradients may allow silt to build up inside the pipe. Consider the need to provide outlet protection, particularly if the culvert gradient exceeds 3%.
- To encourage smooth entry of ditch flows, skew cross-drain culverts to be perpendicular to the road centreline by 3 degrees for each 1% that the road grade exceeds 3%, to a maximum of 45 degrees. This skew will increase the overall length of the culvert, a fact that needs to be taken into consideration when culverts are being ordered for installation.
- Excavate unsuitable materials beneath the pipe and replace them with suitably compacted fill to provide a firm and uniform foundation. Assess whether seepage along the outside wall of the pipe could cause internal piping erosion (loss of fines and gravel, resulting in voids forming channels or “pipes”) that could impair the stability of the culvert installation and road prism. If this is a concern, consider using suitable geotextiles or other seepage control measures (such as sand-bagging or installing pre-fabricated anti-seep barriers or collars at right angles to the pipe) along the pipe wall near the inlet to retard longitudinal seepage along the pipe. Remove large
- rocks or ledges and replace them with suitably compacted fill before the pipe bedding is prepared. Backfill and compact around the culvert in the same manner as for stream culverts

##### 4.2. **Ditch Construction Considerations**

Ensure that surface and subsurface flows do not cause excessive ditch or roadway erosion.

Consider such factors as:

- ditch soil conditions;
- gradient;
- alignment;

- cross-section;
- ancillary works;
- ditch stabilization; and
- drainage alternatives where ditching is inappropriate.

#### **Ditch soil conditions**

Ditch soil conditions influence erodibility. Finer textured, non-cohesive soils are more readily eroded than coarser materials or cohesive soils.

#### **Ditch gradient**

The ditch gradient is largely dictated by the vertical alignment of the road. Ideally, construct the gradient at a minimum of 2% to ensure that water will flow and not pond. Lower ditch gradients can still be effective, but may require a higher-than-routine level of inspection and maintenance. Under certain conditions, ponded water can lead to a saturated subgrade. This can contribute to severe roadway rutting, siltation, and possible failure of the roadway prism, as well as sediment deposition and plugging of cross-drain culverts. Such negative impacts can occur in both gentle and steep terrain.

However, keep ditch gradients in granular soils just steep enough to keep intercepted water moving to cross-drain culverts without carrying excessive sediment. Steeper ditch gradients in erodible soils generally increase the likelihood of erosion and sediment transport. More frequent culvert placement and armoring should be considered.

#### **Ditch alignment**

Avoid abrupt water flow changes. Sharp angles in the ditch alignment or flow obstructions in the ditch (such as boulders or rock outcrops) can potentially deflect water into the subgrade or cutbanks and can result in erosion of the subgrade or undermining of the cutbank. Where there are impassable flow obstructions, consider installing additional cross-drain culverts.

#### **Ditch cross-section**

Ensure that ditches are of sufficient depth and flow capacity to transport anticipated drainage flows. The ditch should be adequate to provide drainage of the uphill slope, the roadway surface, and minor debris (leaves, twigs, and small woody debris). Slope ditches to a stable angle, design them to have adequate hydraulic and minor debris-carrying capacity, and limit water velocities to prevent accelerated ditch erosion. Obtain additional capacity for water flow, sloughing, and minor debris by widening ditches. Avoid u-shaped ditches because the almost vertical sides tend to ravel or slough, undermining the cut slope and the shoulder of the roadway. Wide ditch bottoms facilitate grading operations where side borrow methods are used.

#### **Ancillary works**

The following features are associated with ditches:

**Culvert inlet armoring** is used to protect the road fill from erosion as the water flows into the cross-drain culvert inlet. Culvert inlet basins are depressions dug at the inlet of cross-drain culverts. They are intended to trap material that could, over time, restrict the intake flow or infill and plug the culvert. Properly installed, inlet basins can reduce maintenance frequency. Use them where fine-grained sediments are anticipated from ditch erosion or minor sloughing, and where woody debris movement is expected along ditches in harvested openings. Periodically, clean out inlet basins.

**Sediment settling ponds** differ from culvert inlet basins in that they are designed to allow sediment to settle for later removal. Generally, locate them downslope of the roadway, but in some instances incorporate them into sections of ditchline.

They are only effective under low water velocity conditions. Ensure that the configuration and depth of settling ponds are adequate to allow sediment to settle and to facilitate clean-out. Consider armoring the back slope of unstable settling ponds with placed shot rock or stabilizing them with placed large boulders.

Settling ponds are a temporary measure to protect water quality during construction. If designed for long-term use, ensure that access is provided to facilitate their cleaning out. Consider vegetating settling ponds to assist filtering sediments.

Install **ditch blocks** to direct flows into the culvert inlet. They are constructed of erosion-resistant material, with the crest being approximately 0.3m lower than the adjacent road grade. This elevation difference is critical because if the culvert becomes plugged and the water rises above the ditch block,

then the flow will continue down the next section of ditchline rather than being directed onto the roadway surface. Do not provide ditch blocks where ditches converge; however, take into consideration the effects of the increased water volume on the drainage structures.

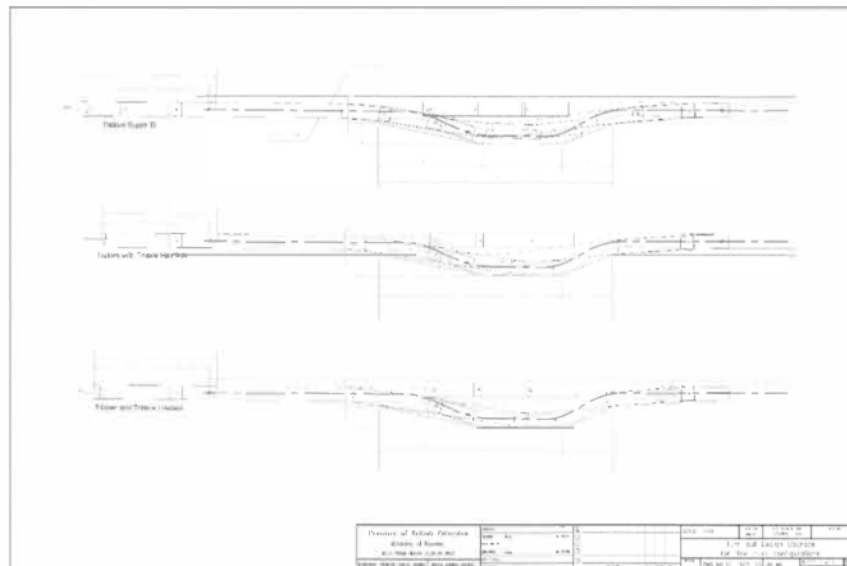
Use a **take-off or lateral ditch** where a minimum grade is needed for the water to carry fines away rather than depositing them at the culvert outlet and restricting normal flow. They ensure there is a positive flow away from the roadway. However, dissipate or control the flow.

### Ditch stabilization

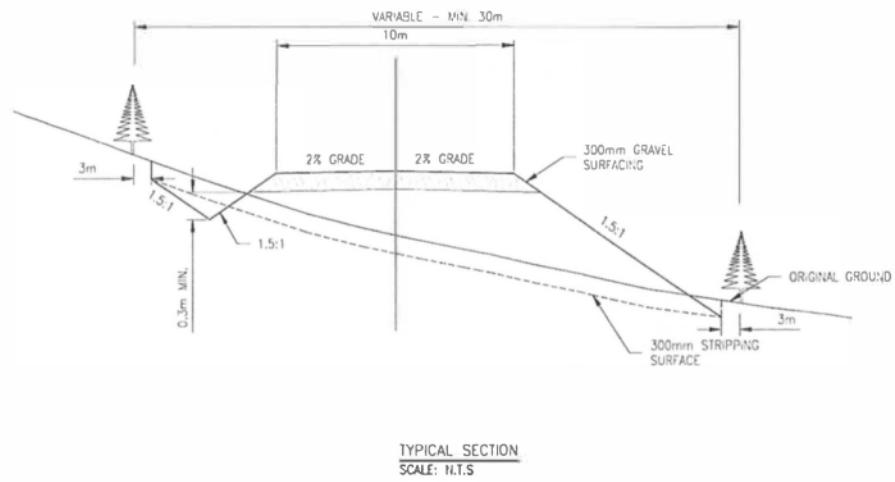
Where it is necessary to carry a ditch farther than what would be ideal to limit ditch erosion, such as in areas of through-cuts, or across gullies or areas of sensitive downslope soils where concentrating water could lead to small or mass failures, limit ditch erosion by:

- armouring the ditch with angular shot rock;
- lining the ditch with an appropriate geosynthetic;
- constructing an erosion-proof check dam, or series of check dams within the ditchline, where velocity is also a concern (note: if not properly designed, however, check dams can create severe erosion holes below the dams and may require a high level of maintenance); or
- vegetating ditches.

### 4.3. Turn-outs diagram



Not to scale

**4.4. Typical road cross section**

**5. CONSTRUCTION SPECIFIC PROVISIONS FOR MAJOR PROJECTS****5.1. Project information**

When projects have been approved, an amendment or amendments will be made to this schedule to detail the project work, requirements.



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

## Schedule D – Tax Verification

File: 11250-85/EN21DSN025

Attachment to the Agreement with Takla Lake Limited Partnership by its general partner, Sasuchan Development Corporation for Conduct and Supervise Road Maintenance Activities and Project Work between kilometers 0.0 to 69.0 as posted on the Driftwood FSR road system and between kilometers 0.0 to 5.5 as posted on the Fall Takla FRS road system and between kilometers 0.0 to 68.5 as posted on the Leo Creek FSR road system..

1. In this Schedule:
  - a) **"Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
  - b) **"Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.



## Schedule E Safety Conditions

File: 11250-85/EN21DSN025

Attachment to the Agreement with Takla Lake Limited Partnership by its general partner, Sasuchan Development Corporation for Conduct and Supervise Road Maintenance Activities and Project Work between kilometers 0.0 to 69.0 as posted on the Driftwood FSR road system and between kilometers 0.0 to 5.5 as posted on the Fall Takla FRS road system and between kilometers 0.0 to 68.5 as posted on the Leo Creek FSR road system.

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

### ARTICLE 1 OTHER SAFETY CONSIDERATIONS

#### Notice of Project

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

#### Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor's Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province's request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
  - (a) an effective business process in place to:
    - i) remedy any workplace conditions that are hazardous to the health or safety of the employer's workers including safe work practices and procedures;

- ii) ensure that the employer's workers:
  - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
  - B. are made aware of their rights and duties under the *WC Act* and its regulations.
- (b) established occupational health and safety policies and programs in accordance with the regulations, which includes:
  - i) first aid assessment and provision services and equipment;
  - ii) an employee monitoring system that will periodically ensure the well being of all workers working alone or in isolation;
  - iii) accident injury reporting and investigation;
  - iv) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed;
  - v) evidence of training and any required certifications required under *WC Act* or its regulations;
  - vi) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles;
  - vii) provision for the regular inspection of premises, work methods and work practices; and
  - viii) provision by the employer for the instruction and supervision of workers including orientation of workers in the safe performance of their work.
- (c) provided and maintained in good condition protective equipment, devices, and clothing as required by the *Occupational Health and Safety Regulation* and ensure that these are used by the employer's workers;
- (d) provided the employer's workers all information, instruction, training, and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace;
- (e) a copy of the *WC Act* and its regulations readily available for review by the employer's workers and, at each workplace where workers of the employer are regularly employed, post and keep posted a notice advising where the copy is available for review.

## ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
  - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
  - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
  - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and
- (b) the Province provides written acknowledgement of the Contractor's experience and capacity

- to function as Prime Contractor; and
  - (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or
  - (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.
- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

### **ARTICLE 3 HAND FALLING**

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

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



Natural Resource  
Ministries

## Schedule F - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 11250-85/EN EN21DSN025	THIS AGREEMENT DATED FOR REFERENCE THE 31st DAY OF JULY, 2020.
FOR: CONDUCT AND SUPERVISE ROAD MAINTENANCE ACTIVITIES AND PROJECT WORK BETWEEN KILOMETERS 0.0 TO 69.0 AS POSTED ON THE DRIFTWOOD FSR ROAD SYSTEM AND BETWEEN KILOMETERS 0.0 TO 5.5 AS POSTED ON THE FALL TAKLA FRS ROAD SYSTEM AND BETWEEN KILOMETERS 0.0 TO 68.5 AS POSTED ON THE LEO CREEK FSR ROAD SYSTEM 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

Stuart Nechako Forest District  
2537 Stones Bay Road  
Box 100  
Fort St. James  
British Columbia, V0J 1P0

Phone Number: (250) 996-5200 ..... FAX Number: (250) 996-5290  
E-mail Address: David.VanDolah@gov.bc.ca

(the "Province")

**AND:**

Takla Lake Limited Partnership by its general partner, Sasuchan Development  
Corporation  
Unit 300 -1777 3rd Avenue  
Prince George  
British Columbia, V2L3G7

Phone Number: (236) 423-0909 ..... FAX Number: (236) 423-0910  
Business E-mail Address: executive@sasuchan.ca

Coordinator: Tom Lewis  
Business Number: 776562522BC0001  
WorkSafe BC 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 31st Day of July, 2020, identified as Agreement Number 1 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

- 4.01.1 Subject to Clause 3.02, the Term of this Agreement is from upon execution of this Agreement to the 31st day of March 2021 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;


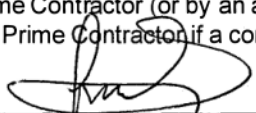
(m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;

(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) Greg Rawling	(Prime Contractor or Authorized Signatory) Printed Name Thomas Lewis RPF
Dated this <u>1</u> day of <u>September</u> , 2020	Dated this <u>26</u> day of <u>August</u> , 2020



Natural Resource Ministries

## Schedule G SAFE Certification Requirements

File: 11250-85/EN EN21DSN025

Attachment to the Agreement with Takla Lake Limited Partnership by its general partner, Sasuchan Development Corporation for Conduct and Supervise Road Maintenance Activities and Project Work between kilometres 0.0 to 69.0 as posted on the Driftwood FSR road system and between kilometres 0.0 to 5.5 as posted on the Fall Takla FRS road system and between kilometres 0.0 to 68.5 as posted on the Leo Creek FSR road system..

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

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

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

## EN18DSN032

---

From: Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>  
To: Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>  
Attachments: Aug 1 FLNRORD to Chiefs and Council re Leo-Driftwood Update.pdf, Road Side Letter - Signed and dated.pdf, EN18DSN032 - Whole Contract - Signed.pdf, image001.jpg, NOI - Leo Driftwood.docx, RE: JV ATTACHED - Payment of contracts under Road Side Letter with Carrier Sekani FNs

*Jasmin Campbell*

Resource and Contract Administrator

Front Counter BC

Ministry of Forests, Lands & Natural Resource Operations

1560 Highway 16 East

PO Box 190

Vanderhoof, BC V0J 3A0

Phone 250.570.0642

Fax 250.567.6370

Toll Free: 1.877.855.3222



[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca)

How did we do? You are invited to [Complete an Online Comment Card](#)



August 1, 2017

Band Council  
Tl'azt'en Nation  
P.O. Box 670  
Fort St. James, British Columbia  
V0J 1P0

Chief John A French  
Takla Lake First Nation  
Unit 11, 1839 1<sup>st</sup> Avenue  
Prince George, British Columbia  
V2L 2Y8

Chief Alexander McKinnon  
Nak'azdli Whut'en  
P.O. Box 1329  
Fort St. James, British Columbia  
V0J 1P0

Dear Chiefs and Council:

As part of the Pathway Forward Agreement, Nak'azdli Whut'en, Tl'azt'en Nation and Takla First Nations signed a Road Side Letter with the Province. The intention of the Road Side letter is to improve the safety and quality of forest roads that serve the communities and to support economic development opportunities for Takla, Tl'azt'en and Nak'azdli. This letter is to provide an update and confirm our collective understanding with regards to the work plan, deliverables, and operational next steps on the collaborative road work planned on the Leo Creek-Driftwood FSR System.

#### **Administration of Funds, Contracts, and Projects:**

The parties have agreed to divide the side letter funds between Tl'azt'en Nation and Takla Lake First Nation in order to administer and complete these projects and initiatives. It has been determined and agreed to that 68km on the Leo Creek FSR will be used as the point of division for administering the funding and projects. At this time, Nak'azdli Whu'ten has identified that they only wish to provide a supportive role, and are not requesting inclusion in the distribution of funds. However, as Tl'azt'en Nation does not have a corporation to which the Province can distribute funds, Tl'azt'en Nation and the Nak'azdli Development Corporation (NDC) have come to an agreement to use NDC as a vehicle for the

Page 1 of 5

---

Ministry of Forests,  
Lands and Natural  
Resource Operations

Stuart Nechako Natural Resource  
District  
Fort St. James Office

Location:  
2537 Stones Bay Road  
Fort St. James BC

Mailing Address:  
Box 100  
Fort St. James BC V0J 1P0  
Tel: 250-996-5200  
Fax: 250-996-5290

distribution of funds allocated to Tl'azt'en. The representatives of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD) are also providing a supportive role. After FLNRORD has awarded the funds to the relevant parties, government staff are not participating in the awarding, writing and monitoring of contracts associated with the implementation of the Side Letter.

### **Proposed Projects:**

At this time, our understanding is that the following projects and initiatives have been agreed to by the three First Nations party to the Pathway Forward Side Letter, via the Technical Working Group:

- Hire Dennis Gall as Project Manager, as approved by the three First Nations. (Complete)
- Create a technical working group. Group will be composed of Project Manager, Government/Technical staff and representatives from all party First Nations. The goal of this group is to identify and prioritize potential projects. (Complete)
- FLNRORD staff will work with the Technical Working Group, and relevant staff to draft contracts for the awarding of funds to Takla Lake First Nation, and Tl'azt'en Nation. Please see Appendix 1 for list of group members. (In Progress)
- Improve Middle River access via the 300 and 400 Roads – brushing, culverts, signage and pull-outs.
- Improve 38.5km on the Leo FSR to 0km on the Driftwood FSR – brushing, culverts, signage and pull-outs (as funding allows).
- Improve 0km to 16km on the Driftwood FSR – brushing, culverts, signage and pull-outs (as funding allows).
- Improve 16.5km to 68km on the Driftwood FSR – brushing, culverts, signage and pull-outs.
- Improve 68 km to 71km on the Driftwood FSR – realignment of road.
- Clear right-of-way along Leo-Driftwood system, where needed, to allow for consistent and safe sightlines.

### **Related Project Additional project**

The Province understands and shares similar concerns as First Nations with the need for fire management and fuel mitigation along the Leo Creek-Driftwood System. Tl'azt'en Nation has identified the Middle River community, and access to it along the 300 and 400 Roads, as an area requiring assessment and potential attention. Tl'azt'en Nation and Middle River representatives have indicated that they would appreciate it if this mitigation work could be combined with the Leo-Driftwood road work outlined in the side letter. FLNRORD staff and Tl'azt'en Nation staff have been in discussions about how to appropriately permit this work. FLNRORD would like to undertake further discussions related to fuel management with the Technical Working Group and the Chiefs to determine how we could further complement the planned work and benefit the communities.

**Operational Steps on Work Moving forward:**

As the Province of British Columbia continues to uphold its Duty to Consult with First Nations throughout the duration of this project the intent is to do so in an efficient and timely manner in order that the work progresses. Consultation is either in progress or complete for the proposed realignment at 68km on the Driftwood including required supportive permits related to water and gravel pit requirements for construction.

The Province intends that all best practice and management requirements will be followed during this project, and its associated work. These practices will include, but are not limited to, SAFE-certification requirements, water management, ecosystems management and cultural heritage values. The respective First Nations have identified safety officers, and appropriate staff, to oversee the operations as they proceed, and will liaise with Registered Professionals as required. The proposed water use has been sent to the FLNRORD Water Officers and Ecosystems specialists for review and feedback. The Stuart Nechako District - Fort St James office has assessed the cultural-heritage/archaeological potential for the areas related to this work. There are two known archaeological sites within 50m of the current road. Any work will be conducted in accordance with the requirement to maintain these heritage values. No further sites have been identified within the Area of Interest specific to this project. However, the Province will be cognisant of nearby known sites, archaeological potential and will abide by the Chance Find Procedure attached to this letter as Appendix 2, as well as take into account any additional information that you may have.

If you have any questions or concerns related to the contents of this letter, please do not hesitate to contact the appropriate government representative or your Nation's representative on the Technical Working Group.

We look forward to continuing to advance the relationship between the Province and CSFNs while working together on this important project.

Regards,

Dave Van Dolah  
District Manager  
Stuart Nechako District

**Appendix 1:**

<b>Participants</b>	<b>Organization</b>	
Andrew Wheatley	Resource Manager (FLNRORD)	
Vince Sewell	Engineering Officer (FLNRORD)	
Warren Wilkinson	Sr. Engineering Tech (FLNRORD)	
Dave Bryden	Consultant (Takla Lake First Nation)	
Chris French	Economic Development Officer (Takla Nation First Nation)	
Dwayne Martin	Representative for Tl'azt'en Nation	
Alex C Joseph	Representative for Tl'azt'en Nation – Middle River Community	
Wayne Bond	Woodlands Manager (Nak'azdli Whut'en)	
Vince Prince	NDC Representative (Nak'azdli Whut'en)	
*Other participants may be included as needed		

## Appendix 2:

There are more than 32,000 archaeological sites currently recorded in British Columbia with many more being added to the provincial inventory every year. For this reason, it is very likely that you will encounter an archaeological site during your lifetime either knowingly or unknowingly. This protocol has been established to increase awareness of this important resource and to assist in planning future developments.

The remnants of British Columbia's earliest cultures are represented in today's landscape by a wide variety of site types, most of which are related to art, habitations, resource gathering and production, tool making, and traditional ceremonial or ritual activities. Some sites that may be immediately visible to a non-archaeologist include:

- Rock art, including pictographs and petroglyphs.
- Tree art and Culturally Modified Trees (CMT'S), such as bark stripping and planks.
- Surface features such as depressions created by former habitations, earthen fortifications, rock cairns, fish traps, clam gardens, burned rock and middens.
- Artefacts that have become visible on the land surface owing to erosion or recent land altering activity. These may be produced in a variety of materials such as stone, bone, antler, wood, or shell.
- Buried cultural remains that may be sighted in a cut-bank, excavation, eroded shoreline, or other exposed deposit.

### **If you discover what you suspect may be a possible archaeological site:**

- Stop all work in the area to avoid damaging the site.
- Do not disturb any archaeological remains that you may encounter.
- Report your discovery to the Project Manager or if they are unavailable, a government representative, who will provide further instructions at (250) 996-5200.
- If you are unable to contact the Project Manager or appropriate government representative, please contact the Archaeology Branch by telephone at (250) 953-3334

### **If you discover what you suspect may be a possible human remains:**

- Stop all work in the area to avoid damaging the site.
- Do not disturb any possible human remains that you may encounter.
- Report your discovery to the Project Manager or if they are unavailable, a government representative, who will provide further instructions at (250) 996-5200.
- If you are unable to contact the Project Manager or appropriate government representative, please contact the Archaeology Branch by telephone at (250) 953-3334.
- If you are unable to contact the Project Manager or appropriate government representative, and the suspected human remains appear to be current, contact the RCMP.

### **The following steps will generally be followed:**

- The Coroner's Office and local policing authority are notified and the Coroner's Office determines whether the matter is of contemporary forensic concern.
- If the remains are not of forensic concern, the branch will attempt to facilitate disposition of the remains.
- If a cultural affiliation for the remains can be determined, the branch will contact an organization representing that cultural group. If the remains are of aboriginal ancestry, the branch will attempt to contact the relevant First Nation(s).
- Generally, if remains are still buried and are under no immediate threat of further disturbance, they will not be excavated or removed. If the remains have been partially or completely removed, the branch will facilitate disposition.
- The branch may arrange for a qualified anthropologist or archaeologist to provide an assessment of the remains.



Reference: FLNRO 228100/ MARR 41405

MAR 3 0 2017

Chief Justa Monk  
Tl'azt'en Nation  
P.O. Box 670  
Fort Saint James, British Columbia  
V0J 1P0

Chief Alexander McKinnon  
Nak'azdli Whut'en  
P.O. Box 1329  
Fort Saint James, British Columbia  
V0J 1P0

Chief John French  
Takla Lake First Nation  
Unit 11, 1839 1st Avenue  
Prince George, British Columbia  
V2L 2Y8

Dear Chiefs:

The Province of British Columbia, Takla Lake First Nation ("Takla"), Nak'azdli Whut'en ("Nak'azdli") and Tl'azt'en Nation ("Tl'azt'en") (collectively, the "Parties") wish to work collaboratively to improve the safety and quality of forest roads that serve the communities and to support economic development opportunities for Takla, Tl'azt'en and Nak'azdli.

The Province has identified up to \$3 million in fiscal year 2017/18 that the Ministry of Forests, Lands and Natural Resource Operations ("FLNRO") can access for collaborative projects that provide for both immediate and long-term improvements to road conditions as set out in this letter. This funding would be administered in part through funding agreements in the 2017/18 fiscal year to support the priorities and actions identified by the jointly selected project manager and the Parties' collaborative project team as described below.

The projects and studies undertaken under this initiative will focus on achieving the following goals:

1. Immediately improving the quality of key forest service roads or road sections for all users that may result in:
  - a. improved safety for individuals;
  - b. reductions in environmental impacts from the roads; and
  - c. reduction in wear and tear to vehicles and machinery;

Page 1 of 3

Ministry of Forests, Lands and  
Natural Resource Operations

Office of the Minister

Mailing Address:  
PO BOX 9049 Stn Prov Govt  
Victoria, BC V8W 9E2

Tel: (250) 387-6240  
Fax: (250) 387-1040  
Email:  
Website: [www.gov.bc.ca/for](http://www.gov.bc.ca/for)

2. meeting or exceeding provincial road standards in the *Forest Act* and *Forest Planning and Practices Regulation*;
3. creating employment and economic opportunities for Takla, Tl'azt'en, and Nak'azdli; and
4. identifying options for long-term management of forest service roads.

Once the *Whubats'ut'en Nus Whetee Agreement* or Interim Pathway Forward Agreement ("Agreement") has been signed, the Parties will collaboratively undertake the following actions:

1. Within 30 days of the Agreement being signed, the Parties will establish a collaborative project team of no more than two representatives from each of Takla, Tl'azt'en, Nak'azdli, and FLNRO.
2. The Parties will jointly identify a project manager, to be contracted by FLNRO, before June 2017. The project manager will be accountable to the Parties and will lead the development of work plans that identify road safety, maintenance, and reconstruction related projects for implementation in 2017/18. The project manager will be responsible for overall coordination of projects as well as communication with the Parties on the status of projects. FLNRO will be responsible for the award, administration, and monitoring of any contracts associated with the implementation of this letter, including any direct award contracts to Takla, Tl'azt'en, and Nak'azdli.
3. The Parties will jointly develop a plan by May 2017 that identifies immediate forest service road improvements that can be implemented during the forest service road construction season of 2017. Potential projects should address acute forest service road safety, maintenance, and reconstruction issues as well as longer-term interests that could create permanent improvements to forest service road conditions and user safety. These projects may include:
  - a. brushing and ditching;
  - b. culvert replacement and bridge repairs and replacement;
  - c. signage;
  - d. gravelling;
  - e. grading;
  - f. road re-alignment; and
  - g. dust control.
4. The Parties will initiate and complete a collaborative road study by December 31, 2017, which identifies:

- a. key forest service roads that provide access to communities or important parts of your traditional territories which may be the focus of road projects in the future;
- b. changes required to current forest service road standards and conditions on identified forest service roads;
- c. specific concerns and issues regarding community access and safety;
- d. alternative models for managing the identified forest service roads, with specific emphasis on those forest service roads that provide access to the communities of Takla Landing and Middle River, including developing a business case and potential costs of implementing alternative management models;
- e. possible safety and maintenance improvements, including minor capital structures, estimated costs, timelines, and relative priority of potential improvements; and
- f. long-term options for managing both forest service roads and public roads that provide access to your communities (including the possibility of converting existing forest service roads into secondary roads).

For greater clarity, options developed in the study do not imply that the Province supports any particular option. Where roads are currently managed through a road use permit, projects will be planned and implemented in cooperation with the road use permit holder(s) to maximize benefits to all. FLNRO will manage the budget for these road initiatives, which will comply with provincial financial procedures.

Contract opportunities that the Parties jointly identify based on the above will be made available to Takla, Tl'azt'en, and Nak'azdli, respectively, based on the location of the project and subject to the Nations meeting contract qualifications including market rates and industry standards.

FLNRO acknowledges the linkage between this letter and the significant work being conducted under the Agreement. Longer-term issues that are identified in the joint road study, including proposals for ongoing investments in roads, may be considered a topic of discussion.

If you have any questions, please contact Justin Calof, Director of Strategic Initiatives by phone at (250) 847-7693 or by email at [Justin.Calof@gov.bc.ca](mailto:Justin.Calof@gov.bc.ca).

Sincerely



Steve Thomson  
Minister

pc: Justin Calof, Director, Strategic Initiatives



Natural Resource Sector

# Major Works Contract

Contract/File No:  
11250-85/EN18DSN032

THIS AGREEMENT DATED FOR REFERENCE THE  
24th DAY OF July, 2017.

## BETWEEN:

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

**Fort St. James Forest District**  
**2537 Stones Bay Road**  
**Box 100**  
**Fort St. James, British Columbia**  
**V0J 1P0**

**Phone Number: (250) 996-5200      FAX Number: (250) 996-5290**  
**Ministry Representative: David Van Dolah**  
**E-mail Address: David.VanDolah@gov.bc.ca**

(the "Province")

## AND:

**Sasuchan Development Corporation**  
**Unit 301 – 575 Quebec Street**  
**Prince George, British Columbia**  
**V2L 1W6**

**Phone Number: (236) 423-0909      FAX Number: (236) 423-0910**  
**Business E-mail Address: executive@sasuchan.ca**  
**Contractor Representative: Tom Lewis**  
**Business Number: BC1064351**  
**WorkSafe BC and/or Personal Optional Protection Number: s.21**  
**SAFE Certification s.21**

(the "Contractor")

referred herein to as "the Parties".

## WHEREAS:

- A.** The Province requires the following Work to be carried out for its benefit:  
Project to Conduct and Supervise Road Maintenance Activities Along the Driftwood Forest Service  
Road, 0-16km, 16.5-68 km, 68-71km.
- B.** The Contractor is in the business of carrying out the kind of work required by the Province.
- C.** The Province and the Contractor have agreed that the Work shall be carried out in accordance with  
certain contract documents as hereinafter set out.

Accordingly, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

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

- (a) **"Agreement"** means the agreement between the Parties as set out in the Contract Documents;
- (b) **"Amending Documents"** means those documents described in Section 2.02;
- (c) **"Changed Conditions"** means those changes described in Article 14;
- (d) **"Changes in the Work"** means that work described in Article 13;
- (e) **"Contract Documents"** means those documents described in Section 2.01;
- (f) **"Contract Security"** means any financial performance guarantee given by the Contractor to the Province in accordance with Article 4;
- (g) **"Deficiencies"** mean the minor defects in the Work, minor portions of incomplete work and minor items required, but not yet supplied, at the time of Substantial Performance; none of which substantially prevent or impair the proper operation or occupancy of the Work;
- (h) **"Event of Default"** means any of the following:
  - i) failure to perform any of the Contractor's obligations under this Agreement, or
  - ii) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - iii) an Insolvency Event, which means any of the following:
    - A. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - B. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
    - C. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - D. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - E. a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - F. the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- (i) **"Inspector"** means a person or persons appointed by the Ministry Representative whose duties include inspection of the Work done and materials furnished. An Inspector is not authorized, in carrying out his/her duties, to commit the Province to a financial expenditure;
- (j) **"Ministry Representative"** means a person appointed pursuant to Article 6;
- (k) **"Other Contractor"** means a person, firm or corporation having a separate contract directly or indirectly with the Province for work other than that required by the Contract Documents;
- (l) **"Place of Work"** is the designated site or location where the Work will be performed;
- (m) **"Plans and Specifications"** means the plans (including notes and schedules), profiles, drawings and specifications prepared and designed to be used for the Agreement and includes any general conditions or requirements contained therein;
- (n) **"Subcontractor"** means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked;
- (o) **"Substantial Performance"** has the meaning ascribed to it in Section 16.02;
- (p) **"Superintendent"** means the employee of the Contractor who is designated by the Contractor to act pursuant to Section 6.06;

- (q) **"Total Performance of the Work"** means when the entire Work, except those items arising from the provisions of Section 19.01, has been performed to the requirements of the Contract Documents and is so certified by the Ministry Representative;
- (r) **"Work"** means all activities carried out under this Agreement, and the results of those activities.
- 1.02 If any of the words in Section 1.01 are used in any other Contract Document, they shall have the same meaning as in this document unless the context dictates otherwise.
- 1.03 Words or abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.04 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.
- 1.05 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 AMENDMENTS

### Contract Documents

- 2.01 The agreement between the Parties shall be contained in the following Contract Documents and no others:

- (a) this document and any schedules attached;
- (b) the Plans and Specifications;
- (c) any Amending Documents.

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

Schedule	Title
Schedule "A"	Schedule of Approximate Quantities and Unit Price
Schedule "B"	Insurance Requirements
Schedule "C"	Special Provisions
Schedule "D"	Safety Conditions
Schedule "E"	Prime Contractor Agreement
Schedule "F"	SAFE Certification Requirements
Attachment I	Letter from Steve Thomson to Chiefs
Attachment II	Project Map
Attachment III	Guidelines for Hand Felling

### Amending Documents

- 2.02 No modification to this Agreement shall be effective unless it is in writing and signed by, or on behalf of, the Parties and is in the form of an Amending Document, namely, a Contract Modification Agreement (NRS600) form, or in such other standard form of a similar nature for which the Province may provide from time to time.

### Conflicts

- 2.03 In the event of conflicts between Contract Documents the following shall apply:
- (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing;
  - (b) drawings of larger scale shall govern over those of smaller scale;
  - (c) Specifications shall govern over notes and schedules shown on plans and drawings;
  - (d) material and finishing schedules shall govern over other drawings;
  - (e) the special provisions or general requirements shall govern over technical specifications; and
  - (f) the terms of this document supersede all other Contract Documents.

- 2.04 In the event of conflicts between alike Contract Documents of different dates, the document of later date shall prevail.

**Additional Copies of Contract Documents**

- 2.05 The Contractor shall be provided with sufficient copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.

**ARTICLE 3 CONTRACT PRICE**

3.01

- (a) The contract price which price shall be subject to adjustments as may be required in accordance with the Contract Documents.

- 3.02 Unless provided otherwise, prices for items constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by the Contractor to a supplier during the performance of the Work) and other things required to completely incorporate the item into the Work, excluding Goods and Services Tax (GST) and any Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction.

**ARTICLE 4 CONTRACT SECURITY**

4.01 N/A

---

**ARTICLE 5 COMMENCEMENT AND COMPLETION**

- 5.01 The Contractor shall commence the Work:

- (a) upon execution of this Agreement.

- 5.02 The Contractor shall attain Substantial Performance of the Work, as certified by the Ministry Representative, on or before the **1st day of December, 2017**.

**ARTICLE 6 PARTY REPRESENTATIVES**

**Ministry Representative**

- 6.01 The Province shall appoint a Ministry Representative from the Technical Team who shall be the sole judge of the Work as to quantity, quality, suitability and progress and, unless the Province agrees to follow dispute resolution through arbitration as set out in Article 25, his/her decision, on all matters in disagreement with regard to the Work or this Agreement, shall be final.
- 6.02 The Ministry Representative shall have the right to inspect the Work, the manner of construction and the materials furnished in respect thereof.
- 6.03 Upon contract award, the Province shall notify the Contractor of the name, address and telephone number of the Ministry Representative appointed pursuant to Section 6.01.
- 6.04 The Province may substitute a Ministry Representative at any time, and shall so notify the Contractor of the change.
- 6.05 The Ministry Representative may require the Contractor to do anything necessary to satisfy the Ministry Representative that the Work is being constructed in accordance with the Contract Documents.

**Contractor's Representative**

- 6.06 The Contractor shall designate a Superintendent, who shall have full authority to act on behalf of the Contractor in connection with the Work and the Agreement and who shall be available at all times to the Ministry Representative.
- 6.07 Upon contract award, the Contractor shall notify the Ministry Representative of the name, address and telephone number of the Superintendent designated pursuant to Section 6.06.
- 6.08 Subject to Section 6.09, the Contractor shall not substitute a Superintendent without the written consent of the Ministry Representative.
- 6.09 If, in the reasonable opinion of the Ministry Representative, the Superintendent appointed by the Contractor is not suitably experienced or is unable to properly supervise the Work, then the Contractor shall, upon receipt of written notice from the Ministry Representative, replace that Superintendent forthwith.

## ARTICLE 7 CONSTRUCTION SCHEDULE AND EQUIPMENT LIST

- 7.01 The Contractor shall carry out the Work according to:
- (a) the construction schedule indicating the timing of the major activities of the Work designed to ensure conformance with the commencement and completion requirements; and
  - (b) if required, the list of the construction machinery and equipment to be used in the Work;
- submitted to and approved by the Ministry Representative upon acceptance of the Contractor's tender.
- 7.02 Where, in the opinion of the Ministry Representative, the rate of progress of the Work is insufficient to enable the Work to be completed in the manner and by the dates specified under the Agreement, the Contractor shall take whatever steps that the Ministry Representative requires in writing to expedite the progress of the Work.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

- 8.01 The Contractor shall indemnify and save harmless the Province, 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 of the Contractor's or its Subcontractors' agents, employees, officers, directors or Subcontractors in connection with this Agreement, or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.
- 8.02 The Contractor shall, at the Contractor's own expense, carry and maintain insurance coverage as specified in Schedule "B" - Insurance Requirements or as specified in writing by the Province, as those terms may be modified from time to time in accordance with our directions.

## ARTICLE 9 PROTECTION OF WORK AND PROPERTY

- 9.01 The Contractor shall protect the Work, the Province's property and property adjacent to the Place of Work, from damage and shall be responsible for damage which may arise as the result of the Contractor's operations under the Agreement, except damage which occurs as a result of:
- (a) errors in the Contract Documents; or
  - (b) acts or omissions of the Province, the Inspector, Other Contractors, their agents and employees.

### Fire Protection

- 9.02 The Contractor shall take every precaution to prevent unintentional fire from occurring on or about the Place of Work.
- 9.03 The Contractor who lights, fuels or uses an open fire must comply with the provisions required for the relevant open fire category in accordance with the Wildfire Regulation made under the *Wildfire Act*, and the Open Burning Smoke Control Regulation made under the *Environmental Management Act*.

## ARTICLE 10 SUBCONTRACTING

- 10.01 The Contractor agrees to employ only those Subcontractors designated by the Contractor in writing, as an attachment to the Contractor's tender form, and accepted by the Province at the signing of this document, subject to Section 10.02.
- 10.02 The Province may, for reasonable cause, object to the use of a designated Subcontractor and require the Contractor to employ another qualified Subcontractor.
- 10.03 The Contractor shall not use any subcontractors other than those identified on the accepted subcontractor list, unless the Province directs or agrees otherwise.
- 10.04 The Contractor agrees to preserve and protect the rights and obligations of the Parties in the Agreement with respect to work to be performed by Subcontractors.

- 10.05 The Contractor agrees to incorporate, where reasonably possible, the applicable terms and conditions of the Contract Documents into all agreements with Subcontractors.
- 10.06 The appointment of any Subcontractors does not relieve the Contractor of its responsibility under the Agreement or for the quality of work, materials and services provided by it.
- 10.07 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Province.

#### **ARTICLE 11 COOPERATION WITH OTHER CONTRACTORS**

- 11.01 The Province reserves the right to award separate contracts in connection with other portions of the Work to Other Contractors and to perform work with own forces.
- 11.02 Where, in the reasonable opinion of the Ministry Representative, it is necessary that an Other Contractor be sent into or adjacent to the Place of Work, the Contractor shall cooperate with the Other Contractor.
- 11.03 The Contractor, forthwith upon becoming aware of any apparent deficiencies in the Other Contractor's work which would affect the Work, shall report such deficiencies in writing to the Ministry Representative.
- 11.04 Except with respect to deficiencies which the Contractor was not aware of, failure by the Contractor to report as required in Section 11.03 shall invalidate any claims against the Province by reason of the deficiencies.

#### **ARTICLE 12 COMPLIANCE WITH THE LAW**

- 12.01 This Agreement shall be governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

The Contractor shall:

- (a) comply with all laws affecting the Work;
- (b) obtain all licences and permits (unless obtained by the Province) required by law to carry out the Work.

##### **Compliance with the Workers' Compensation Act**

- 12.02 The Contractor shall:
- (a) be solely responsible for construction safety at the Place of Work;
  - (b) at its own expense, provide the necessary WorkSafe BC compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Work and shall ensure all approved Subcontractors obtain WorkSafe BC coverage;
  - (c) if the Contractor or its Subcontractors do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, then the Contractor shall ensure that it and its Subcontractors apply for and maintain Personal Optional Protection under the *Workers Compensation Act*;
  - (d) comply with, and ensure all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers' Compensation Act* in British Columbia or similar laws in other jurisdictions;
  - (e) be responsible for and pay for all fines, assessments, penalties and levies made or imposed under the *Workers' Compensation Act* and regulations relating in any way to the Work; and
  - (f) upon request, provide the Province with proof of such compliance.
- 12.03 For the purposes of the *Workers' Compensation Act*, the Contractor may be considered the "Prime Contractor" for the Work, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein.

##### **Compliance of Plans and Specifications with Law**

KK TL 21

- 12.04 The Contractor is not responsible for verifying that the Plans and Specifications comply with any law. If the Plans and Specifications do not comply with law, either at the time this Agreement is executed or as a result of a subsequent modification in law, the Contractor shall advise the Ministry Representative in writing and, the Province may modify the Plans and Specifications to comply. The Contractor will complete the Work on the basis of the modified Plans and Specifications and the contract price may be modified in accordance with this Agreement.

#### ARTICLE 13 CHANGES IN THE WORK

- 13.01 "Changes in the Work" means additions, deletions or other revisions to the Work, within the intent of the Agreement, but are not Changed Conditions (see Section 14.01).
- 13.02 The Ministry Representative in consultation with the project Technical Team may, at any time before certifying Total Performance of the Work, do any of the following:
- (a) order additional work or material; or
  - (b) order work or material to be deleted or changed;
- from that provided for in the Plans and Specifications if the additional work or material, deletion or change is consistent with the general intent of the Agreement.
- 13.03 For changes to the Work ordered by the Ministry Representative:
- 
- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's claim for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
  - (b) the Ministry Representative shall consider the claim by the Contractor with a view to becoming satisfied that the claim is appropriate; and
  - (c) upon becoming satisfied as to the appropriateness of the claim, the Ministry Representative shall refer the matter to the Province for final approval.
- 13.04 The Contractor shall perform the Changes in the Work that are ordered by the Ministry Representative as if they had appeared in and been part of the Plans and Specifications.
- 13.05 Where a change is ordered by the Ministry Representative, the value of a change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum;
  - (b) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.
- 13.06 In the case of changes in the Work to be paid for under methods (b), (c) and (d) of Section 13.05:
- (a) the change shall not proceed unless and until the Ministry Representative and the Contractor have agreed on the form of presentation of costs and methods of measurement; and
  - (b) the Contractor shall keep accurate and complete records of quantities or costs and shall present an account of the cost of the change in the Work, together with vouchers where applicable, at intervals requested by the Ministry Representative.
- 13.07 When a change in the Work is proposed by the Contractor, the following procedure shall be carried out:
- (a) the Contractor shall prepare and present to the Ministry Representative the Contractor's proposal for changed Work together with any claim or credit, if applicable, for a resulting change in the contract price or in the date of contract completion (or both), which claim shall be supported by appropriate documents acceptable to the Ministry Representative;
  - (b) the Ministry Representative shall work with the Technical Team to consider the proposal and claim by the Contractor with a view to becoming satisfied that the proposal and claim are appropriate; and
  - (c) upon becoming satisfied as to the appropriateness of the proposal and claim, the Ministry Representative shall refer the matter as soon as practicable to the Province for final approval.

- 13.08 Changes in the Work shall not proceed without a written Amending Document signed by the Province and the Contractor.
- 13.09 Payment for Changes in the Work shall be made in accordance with Article 15.
- 13.10 If there is a change in the Work done by the Contractor pursuant to this Agreement, the Contractor shall ensure the surety companies named in the Performance Bond and the Labour and Material Payment Bond, if applicable, are advised and consent to the change.

#### ARTICLE 14 CHANGED CONDITIONS

- 14.01 "**Changed Conditions**" means physical conditions at the Place of Work which were not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, prior to submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including thoroughly inspecting the Place of Work and reviewing all information available from the Province to persons wishing to submit tenders, but does not include any weather or natural event.
- 14.02 When the Contractor observes a Changed Condition, the Contractor shall advise the Ministry Representative or Inspector prior to proceeding with the Work. Should the Ministry Representative determine that conditions do differ materially, the Ministry Representative will issue appropriate instructions.
- 
- 14.03 The Ministry Representative and the Contractor shall agree on the quantities and price of the work resulting from the Changed Condition, prior to certification of Total Performance of the Work, determined by any of the following methods:
- (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices set out in this Agreement or subsequently agreed upon;
  - (c) by actual cost of labour and materials and a fixed fee or percentage fee; or
  - (d) by cost for all found equipment in accordance with rates established in the current edition of the 'Province of British Columbia, Equipment Rental Rate Guide'.

#### ARTICLE 15 PAYMENT

- 15.01 Applications for payment on account may be made monthly as the Work progresses, in a form acceptable to the Ministry Representative.
- 15.02 The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which are inclusive in the bid price) payable by the Province in relation to the Work as a separate line item.
- 15.03 Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be either:
- (a) if based on unit price, at the applicable rates set out in Schedule "A" Unit Price Table, based upon the amounts of Work done by the Contractor, as estimated from progress measurements prepared by the Contractor and certified by the Ministry Representative; or
  - (b) if based on lump sum contract price, for the value, proportionate to the amount of the Agreement, of work performed and products delivered to the Place of Work at that date.

##### Terms of Payment

- 15.04 The Ministry Representative shall, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with Section 15.02 and 15.03, certify the application for payment in the amount applied for or in such other amount the Ministry Representative determines is properly due. If the Ministry Representative amends the application, the Ministry Representative shall promptly advise the Contractor in writing giving reasons for amendment.
- 15.05 The Province will make progress payments pursuant to Section 15.03 and subject to the holdback provisions of Section 15.09, in accordance with the Province's payment practices and the *Financial Administration Act*.

- 15.06 Regulations pursuant to the *Financial Administration Act* do not permit interest payments unless the account is overdue by at least sixty-one (61) days. The overdue period is calculated from the date the Ministry Representative authorizes payment, or the date the invoice is received, whichever is the latter, to the date the cheque is printed by the Ministry of Finance.

#### **Appropriation**

- 15.07 Despite any other provision of this Agreement, the obligation for payment of money by the Province to the Contractor, pursuant to this Agreement, is subject to:
- (a) the Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable the Province, in any fiscal year or part thereof, to make payment pursuant to this Agreement when it is due; and,
  - (b) Treasury Board not having controlled or limited expenditure of any funds referred to in subparagraph (a).

- 15.08 No payment by the Province under this Agreement, or partial or entire use or occupancy of the Work by the Province, shall constitute an acceptance of work or products which are not in accordance with the Contract Documents, or a release of the Contractor from any responsibility under this Agreement.

#### **Holdback**

- 15.09 Progress payments approved under Section 15.04 shall be subject to a holdback of:
- (a) ten percent (10%) of the value of the Work performed and the materials supplied under the terms of the Contract; and
  - (b) where a cash Contract Security has been provided (no performance bond): an additional five percent (5%) of the value of the Work performed and the materials supplied, to be held for the warranty period specified in Article 19 or such longer period as may be specified by the Province in the case of a warranty claim.
- 15.10 No interest or other charges shall accrue on any amounts retained pursuant to Section 15.09.
- 15.11 Holdback funds shall be applied as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's workers, direct Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of a provision of the Agreement.

#### **Holdback Release**

- 15.12 The Province shall approve release of the 10% holdback referred to in Section 15.09(a) to the Contractor no sooner than fifty-five (55) days following satisfaction of **ALL** of the following conditions:
- (a) the Ministry Representative certifies the date of Substantial Performance of the Work, if such certification is provided, or Total Performance otherwise;
  - (b) the Contractor provides to the Province a clearance letter from WorkSafe BC indicating all current assessments due from the Contractor have been paid;
  - (c) the Contractor provides to the Province an NRS263 Statutory Declaration (supplied by the Province) attesting that all monies owing to the Contractor's workers, Subcontractors, material and equipment suppliers and government agencies have been paid; and
  - (d) the Contractor provides to the Province written confirmation and acceptance of measurement quantities, if requested by the Ministry Representative.

### **ARTICLE 16 SUBSTANTIAL PERFORMANCE**

- 16.01 Upon request by the Contractor for certification of substantial performance of the Work, the Ministry Representative or Inspector shall inspect the Work.
- 16.02 The Ministry Representative shall, upon inspection, issue a certificate for substantial performance of the Work if **ALL** the following conditions are met:
- (a) the Work is being used for the purpose intended or is ready for use without any deficiencies affecting the safety of those using or likely to use the Work; and

(b) the Contractor is not in breach of any term of the Agreement.

16.03 The certification of substantial performance of the Work shall describe the parts of the Work not completed to the satisfaction of the Ministry Representative and all things that must be done before the Ministry Representative will certify Total Performance of the Work.

16.04 If because of climatic or other conditions reasonably beyond the control of the Contractor there are items of the Work that cannot be performed, payment in full for work which has been performed as certified by the Ministry Representative shall not be withheld or delayed by the Province on account thereof, but the Province may withhold until the remaining work is finished, such monies as the Ministry Representative determines are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Province from claims.

#### ARTICLE 17 TOTAL PERFORMANCE

17.01 After the Province receives a written request for final inspection from the Contractor, if, in the opinion of the Ministry Representative, the Work has been completed and has satisfactorily passed all final tests prescribed by the Plans and Specifications, the Ministry Representative shall establish the date of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Agreement.

17.02 If after the Contractor's request for final inspection, the Work is not completely acceptable to the Province, then the Ministry Representative will advise the Contractor of particular defects in the Work and the Contractor shall immediately rectify the defects to the satisfaction of the Ministry Representative.

#### ARTICLE 18 TAXES AND DUTIES

18.01 The Contractor shall pay any applicable taxes, customs duties and excise taxes in respect of the Agreement.

18.02 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the tender opening shall increase or decrease the contract price accordingly.

18.03 A Contractor who has neither residence nor place of business in the Province of British Columbia shall, upon request, provide the Province with proof of registration with the provincial sales tax authorities.

#### ARTICLE 19 WARRANTY

19.01 Notwithstanding any other provision of this Agreement, or the expiration or sooner termination of this Agreement, the Contractor agrees to correct promptly, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the period of one year from the date of certification of Total Performance of the Work, or such longer periods as may be specified for certain products or work.

19.02 The Province shall promptly give the Contractor written notice of observed defects and deficiencies that occur during the warranty period.

19.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of Section 19.01.

#### ARTICLE 20 PROVINCIAL PROPERTY

20.01 Any materials, equipment or property supplied by or on behalf of the Province to the Contractor as a result of this Agreement shall be the exclusive property of the Province.

20.02 The Contractor shall deliver the property to the Province immediately following the expiration or sooner termination of this Agreement. The Ministry Representative may, before the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting the Contractor to return to the Ministry Representative any part of the property, in which event the Contractor shall comply with the request.

20.03 The Contractor is liable to the Province for any loss or damage to materials, equipment or property that is supplied or placed in the care, custody and control of the Contractor by the Province, for use in connection with the Agreement, excepting always loss or damage attributable to reasonable wear and tear.

## ARTICLE 21 CLEANUP

- 21.01 The Contractor and its Subcontractors shall maintain the Place of Work in a tidy condition and free from accumulation of waste products and debris, other than that caused by the Province, Other Contractors or their employees.
- 21.02 Upon attaining Substantial Performance of the Work, the Contractor shall remove the Contractor's surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove waste products and debris other than that caused by the Province, Other Contractors or their employees, and leave the Place of Work clean and suitable for occupancy or use by the Province, unless otherwise specified.
- 21.03 Total Performance of the Work shall not be attained until the Contractor has removed his surplus products, tools, construction machinery and equipment. The Contractor shall also have removed waste products and debris, other than that caused by the Province, Other Contractors or their employees.

## ARTICLE 22 LAYOUT

- 22.01 The Contractor shall, at the Contractor's own expense:
- (a) layout the Work and, if requested by the Province, give the Ministry Representative or the Inspector such facilities and assistance in establishing lines, grades and points, and measure up the Work, as the Ministry Representative or the Inspector directs; and
  - (b) do whatever is necessary to ensure that all marks and stakes placed on the Work or Place of Work by or under the authority of the Ministry Representative or the Inspector, are protected and are not removed, defaced, altered or destroyed.
- 22.02 Before the commencement of the Work, the Contractor shall satisfy itself as to the meaning and correctness of all marks and stakes, as no claim will be accepted thereafter. If the Contractor determines or has reason to suspect any errors in the marks and stakes, he shall stop work and advise the Ministry Representative or the Inspector, who shall investigate and provide additional instructions for rectification, if necessary. No claim for delay or additional costs shall be permitted under this Section.

## ARTICLE 23 DELAYS

- 23.01 If the Contractor is delayed in the performance of the Work by act or omission of the Province, Inspector, Other Contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the completion date specified in Section 5.02 shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as the result of such delay.
- 23.02 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority, and if the order is issued because of an act of fault by the Province, (or any person employed or engaged directly or indirectly by the Province) and not an act of fault by the Contractor (or anyone employed or engaged directly or indirectly by the Contractor), then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The Contractor shall be reimbursed for reasonable costs incurred by the Contractor as a result of such delay.
- 23.03 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the contract completion date shall be extended for such reasonable time as the Province may decide in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. Subject to Section 23.05, the Contractor shall not be entitled to payment for costs incurred as a result of such delays.
- 23.04 No extension to the contract completion date shall be made for delay unless written notice of claim is given to the Ministry Representative not later than fourteen (14) days after the commencement of delay, providing, however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

- 23.05 Compensation is payable to the Contractor for delays under Section 23.03 only where such delay was caused by the Province, other than as a reasonable response to an event or situation beyond the Province's control.

**ARTICLE 24 PROVINCE'S RIGHT TO PERFORM WORK OR STOP THE WORK OR  
TERMINATE CONTRACT**

- 24.01 If the Contractor should neglect to prosecute the Work or on the happening of an Event of Default, or at any time thereafter, the Ministry Representative or Inspector may notify the Contractor in writing that the Contractor is in default and instruct the Contractor to correct the default in the five (5) days immediately following the receipt of such notice.
- 24.02 If the Contractor receives such notice pursuant to Section 24.01, the Contractor, subject to Section 24.03, shall correct the default immediately.
- 24.03 If the correction of the default cannot be completed in the five (5) days specified, the Contractor shall be in compliance with the Province's instructions if the Contractor:
- (a) commences the correction of the default within the specified time; and
  - (b) provides the Province with an acceptable schedule for such correction; and
  - (c) completes the correction in accordance with such schedule.
- 
- 24.04 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Province, without prejudice to any other right or remedy it may have, may, in its sole discretion do one or more of the following:
- (a) correct such default and deduct the actual cost thereof from any payment then or thereafter due the Contractor;
  - (b) terminate the Contractor's right to continue with the Work in whole or part.
  - (c) waive the default in a Notice and on such conditions as the Ministry Representative may determine; or
  - (d) terminate this Agreement with immediate effect or on a future date specified by the Province.
- 24.05 If the Province terminates the Contractor's right to continue with the Work under the conditions set out in Section 24.04 (b) or (d), the Province shall be entitled to do any one or more of the following:
- (a) take possession of the Work and products and utilize all construction machinery and equipment, subject to the rights of third Parties, and finish the Work by whatever method it may consider expedient but without undue delay or expense;
  - (b) withhold further payments to the Contractor until the Work is finished, and
  - (c) upon Total Performance of the Work, charge the Contractor the full cost of finishing the Work (as certified by the Ministry Representative), which cost shall include compensation for any additional services of the Ministry Representative required to complete the Work.
- 24.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 24.07 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province 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 the Contractor proposes 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 the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.
- 24.08 The Contractor's obligations under the Agreement as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.
- 24.09 The rights, powers, and remedies conferred upon the Province under this Article are not intended to be exclusive and each such right, power, and remedy referred to therein shall be cumulative and in addition to and not in substitution for every other right, power or remedy existing or available to the Province under the Agreement, at law or in equity, and the exercise by the Province of any right,

power, or remedy shall not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

- 24.10 Notwithstanding any other provision of the Agreement, the Province may at any time and for any reason, upon giving thirty (30) days prior Notice to the contractor, terminate the Agreement.
- 24.11 Subsequent to receipt of Notice from the Province pursuant to Section 24.10, the Contractor shall only proceed with those portions of the Work specifically authorized in a Notice by the Ministry Representative to be completed prior to termination.
- 24.12 Upon termination of the Agreement in accordance with this Agreement, the Province shall have no further obligation to the Contractor save and except to pay to the Contractor:
- (a) The amount the Contractor is entitled to for Work completed to the Province's satisfaction prior to the date of termination after any deductions made in accordance with this Agreement; and
  - (b) Other actual expenses actually incurred by the Contractor, such as demobilization and compensation for unrecovered actual fixed expenses which are, in the sole opinion of the Province, reasonable in the circumstances.

## **ARTICLE 25 DISPUTE RESOLUTION**

- 25.01 If a dispute occurs between the Parties concerning any matter under this Agreement, the disputing ~~Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.~~
- 25.02 If the Parties are unable to resolve the dispute informally, within fourteen (14) days, the Contractor shall then give Notice, within fourteen (14) days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) a valuation by the Contractor of the matters in dispute.
- 25.03 The Province shall, within thirty (30) days of receipt by the Ministry Representative of the written particulars, give to the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
  - (b) that the Province rejects the position of the Contractor.
- 25.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the agreement.
- 25.05 If the Province rejects the position of the Contractor, the Parties shall, if they both agree, have the matters resolved by arbitration, in accordance with the *Commercial Arbitration Act*.
- 25.06 If the matter in dispute is not resolved promptly pursuant to Section 25.01, the Ministry Representative may give to the Contractor such instructions as in the Ministry Representative's opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 25.07 If the Contractor receives instructions pursuant to Section 25.06, the Contractor shall act immediately to carry out the work pursuant to the instructions, but any work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 25.08 Nothing in this Article shall preclude either Party from having a dispute resolved by a court of competent jurisdiction.

## **ARTICLE 26 DAMAGES AND MUTUAL RESPONSIBILITY**

- 26.01 If either Party to this Agreement should suffer damage in any manner due to a breach of the obligations of the other Party, then that Party shall be reimbursed by the other Party for such damage.
- 26.02 Claims for damage under Section 26.01 shall be made in writing to the Party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by an Amending Document. Disputed claims shall be resolved as set out in Article 25.

- 26.03 If the Contractor has caused damage to the work of an Other Contractor at the Place of Work, the Contractor agrees upon due notice to settle with the Other Contractor by negotiation or arbitration. If the Other Contractor makes a claim against the Province on account of damage alleged to have been so sustained, the Province shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgment against the Province and pay the costs incurred by the Province arising from such action.
- 26.04 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Province, then the Contractor, upon undertaking to indemnify the Province against any and all liability for costs, shall have the right to appeal in the name of the Province such final order or judgment to any and all courts of competent jurisdiction.

## **ARTICLE 27 MISCELLANEOUS**

### **Confidentiality**

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

### **Records to be Kept by Contractor**

- 27.02 The Contractor shall:
- (a) maintain full records of his estimated and actual cost of the Work together with all tender calls, quotations, contracts, material cost distribution worksheets, equipment records (including, without limitation, hours of use and distribution), correspondence, invoices, receipts and vouchers relating thereto;
  - (b) when requested, make all records and material referred to in subsection (a), available for audit and inspection by the Ministry Representative, or by other persons acting on the Province's behalf;
  - (c) allow any of the persons referred to in subsection (b) to make copies of and to take extracts from any of the records and material referred to in subsection (a); and
  - (d) furnish any person referred to in subsection (b) with any information they may require from time to time in connection with such records and material.

The records maintained by the Contractor pursuant to this Section shall be kept intact by the Contractor until the expiration of seven (7) years after the date of Substantial Performance, if given, or Total Performance otherwise, or until the expiration of such other period of time as the Province may direct.

The Contractor shall permit the Province, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by, or provided by or on behalf of the Province to the Contractor, as a result of this Agreement.

### **Samples and Testing**

- 27.03 The Ministry Representative or the Inspector may, at the expense of the Province, take samples, and test and inspect materials that are incorporated or are intended to be incorporated into the Work. The Contractor shall cooperate with the Ministry Representative or the Inspector in providing every necessary facility for sampling, testing and inspecting.

The Contractor shall furnish to the Ministry Representative, if requested, a complete written statement of the origin, composition and manufacture of any materials supplied by the Contractor that are incorporated or are intended to be incorporated in the Work.

### **Defective Work**

- 27.04 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Ministry Representative or Inspector as failing to conform to the Plans and Specifications shall be removed promptly from the Place of Work by the Contractor and replaced or re-executed promptly in accordance with the Plans and Specifications at the Contractor's expense.

The Contractor shall make good promptly Other Contractors' work destroyed or damaged by such removals or replacements, at the Contractor's expense.

If, in the opinion of the Ministry Representative, it is not expedient to correct defective work or work not performed in accordance with the Plans and Specifications, the Province may deduct from monies otherwise due to the Contractor, the difference in value between the work as performed and that called for by the Plans and Specifications, the amount of which will be determined in the first instance by the Ministry Representative.

### **Notice**

- 27.05 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):

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

### **Agreement Execution**

- 27.06 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 27.05 or any other method agreed to by the Parties.

### **Survival of Terms**

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

### **Successors and Assigns**

- 27.08 This Agreement ensures to the benefit of and binds the Province and its assigns and the Contractor and its successors and permitted assigns.

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

### **Use of the Work**

- 27.09 The Contractor shall confine construction machinery and equipment, storage of products and the operations of employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the Place of Work with products.

The Contractor shall not load, or permit to be loaded, any part of the Work with a weight or force that will endanger the safety of the workers or the Work.

The Contractor shall not erect or permit the erection of any sign or advertising on the Work or the Place of Work without the prior written consent of the Province.

#### **Contractor Status**

- 27.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is 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.

The Contractor will not purport to commit the Province to the payment of any money to any person.

All personnel hired or used by the Contractor to perform the Work are at all times the employees of the Contractor and not of the Province. The Contractor is solely responsible for arranging reliefs and substitutions, pay, supervision, discipline, unemployment insurance, leave and all other matters arising out of the relationship of employer and employee.

#### **Unsuitable Workers**

- 27.11 The Contractor must provide a sufficient number of persons to perform the Work and shall ensure all persons are fully instructed and supervised, legally entitled to work in Canada, competent, English literate, efficient, qualified by education, adequately trained, and experienced to carry out the tasks to which each is assigned.
- 27.12 The Contractor shall, upon request of the Ministry Representative, remove any person employed by the Contractor for purposes of this Agreement who, in the opinion of the Province, is incompetent or has exhibited improper conduct and the Contractor shall not permit a person who has been removed to return to the Place of Work.

#### **Terms of Tender**

- 27.13 The Contractor represents to the Province that the Contractor has complied with any investigative requirements in the Conditions of Tender and has fully advised Subcontractors of the results of investigation where appropriate.

#### **Non-Waiver**

- 27.14 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.

#### **Time of Essence**


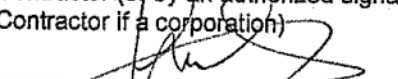
- 27.15 Time shall be of the essence in this Agreement, and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

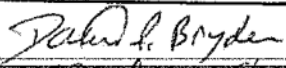
#### **Representations and Warranties**

- 27.16 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
  - (b) if the Contractor is not an individual:
    - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and

- ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

The Parties hereto have duly executed this Agreement.

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province  (Authorized Ministry Expense Authority) Printed Name <b>KEVIN KRIESE</b>	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)  (Contractor or Authorized Signatory) Printed Name <b>Tom Lewis</b>
Dated this <u>9</u> day of <u>August</u> , 20 <u>17</u>	Dated this <u>3</u> day of <u>August</u> , 20 <u>17</u>

  
SDC Board Chairman  
August 8, 2017

**MAJOR WORKS CONTRACT**  
**(CONSTRUCTION AGREEMENT)**  
**TABLE OF CONTENTS**

**ARTICLE 1    DEFINITIONS**

- (a)    Agreement
- (b)    Amending Documents
- (c)    Changed Conditions
- (d)    Changes in the Work
- (e)    Contract Documents
- (f)    Contract Security
- (g)    Deficiencies
- (h)    Event of Default
- (i)    Inspector
- (j)    Ministry Representative
- (k)    ~~Other Contractor~~
- (l)    Place of Work
- (m)    Plans and Specifications
- (n)    Subcontractor
- (o)    Substantial Performance
- (p)    Superintendent
- (q)    Total Performance of the Work
- (r)    Work

**ARTICLE 2    CONTRACT DOCUMENTS AND AMENDMENTS**

- 2.01    Contract Documents
- 2.02    Amending Documents
- 2.03    Conflicts
- 2.05    Additional Copies of Contract Documents

**ARTICLE 3    CONTRACT PRICE**

**ARTICLE 4    CONTRACT SECURITY**

**ARTICLE 5    COMMENCEMENT AND COMPLETION**

**ARTICLE 6    PARTY REPRESENTATIVES**

- 6.01    Ministry Representative
- 6.06    Contractor's Representative

**ARTICLE 7    CONSTRUCTION SCHEDULE AND EQUIPMENT LIST**

**ARTICLE 8    INDEMNIFICATION AND INSURANCE**

**ARTICLE 9    PROTECTION OF WORK AND PROPERTY**

- 9.02    Fire Protection

**ARTICLE 10    SUBCONTRACTING**

**ARTICLE 11    COOPERATION WITH OTHER CONTRACTORS**

KK  
72 70

**ARTICLE 12 COMPLIANCE WITH THE LAW**

- 12.02 Compliance with the *Workers' Compensation Act*
- 12.04 Compliance of Plans and Specifications with Law

**ARTICLE 13 CHANGES IN THE WORK**

**ARTICLE 14 CHANGED CONDITIONS**

**ARTICLE 15 PAYMENT**

- 15.04 Terms of Payment
- 15.07 Appropriation
- 15.09 Holdback
- 15.12 Holdback Release

**ARTICLE 16 SUBSTANTIAL PERFORMANCE**

**ARTICLE 17 TOTAL PERFORMANCE**

---

**ARTICLE 18 TAXES AND DUTIES**

**ARTICLE 19 WARRANTY**

**ARTICLE 20 PROVINCIAL PROPERTY**

**ARTICLE 21 CLEANUP**

**ARTICLE 22 LAYOUT**

**ARTICLE 23 DELAYS**

**ARTICLE 24 PROVINCE'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT**

**ARTICLE 25 DISPUTE RESOLUTION**

**ARTICLE 26 DAMAGES AND MUTUAL RESPONSIBILITY**

**ARTICLE 27 MISCELLANEOUS**

- 27.01 Confidentiality
- 27.02 Records to be Kept by Contractor
- 27.03 Samples and Testing
- 27.04 Defective Work
- 27.05 Notice
- 27.06 Agreement Execution
- 27.07 Survival of Terms
- 27.08 Successors and Assigns
- 27.09 Use of the Work
- 27.10 Contractor Status
- 27.11 Unsuitable Workers
- 27.13 Terms of Tender
- 27.14 Non-Waiver
- 27.15 Time of Essence
- 27.16 Representations and Warranties

ICK  
7/20



Natural Resource Sector

# **MAJOR WORKS CONTRACT** **SCHEDULE "A" – SCHEDULE OF** **APROXIMATE QUANTITIES AND** **UNIT PRICE TABLE**

## **DRIFTWOOD SAFETY ROAD UPGRADE**

### **PROJECT**

Road work quantities for the Driftwood 0 km to 16 km:

Item No.	Description of Work	Unit Of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price (Excluding GST and PST as a taxable transaction charged to Province)
	Labour	Rate/hour	33	\$ 45	\$ 1,485
	Machine & manual brushing	Rate/hour	0	\$ 184	\$ -
	New culvert installation	Rate/hour	200	\$ 148	\$ 29,600
	New culverts	\$/m culvert	650	\$ 60	\$ 39,000
		\$/m coupler	50	\$ 60	\$ 3,000
	New culvert transport	Rate/hour	24	\$ 150	\$ 3,600
	Kilometer posts	rate/post	8	\$ 70	\$ 560
	Kilometer signs	rate/sign	8	\$ 48	\$ 384
	Kilometer sign install	rate/hour	8	\$ 45	\$ 360
	Culvert marker posts	rate/marker	100	\$ 100	\$ 10,000
	Culvert marker install	rate/hour	100	\$ 45	\$ 4,500
	Snag falling	rate/hour	0	\$ 60	\$ -
	Flagging	rate/hour 2 people	400	\$ 45	\$ 18,000
	Road resurface and reshape	Rate/hour	8	\$ 165	\$ 1,320
	Turn outs (3 per km, 4mx70m)	Rate/turnout	6	\$ 3,700	\$ 22,200
	Road patching	Estimate for whole section	0	\$ 56,000	\$ -
	Misc geotex	Rate/m	6	\$ 434	\$ 2,604
	Misc silt fence	Estimate for whole section	1	\$ 2,500	\$ 2,500
	Re-surface	Rate/km	0	\$ 16,000	\$ -
	Misc signs	Rate/sign	2	\$ 400	\$ 800
	Misc hardware	Rate/hardware	2	\$ 140	\$ 280
	Misc labour	Rate/hour	4	\$ 45	\$ 180
				<b>Subtotal</b>	<b>\$ 140,373</b>

*KK*  
*JL PD*

Road work quantities for the Driftwood 16.5 km to 68 km:

Item No.	Description of Work	Unit Of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price (Excluding GST and PST as a taxable transaction charged to Province)
	Labour	Rate/hour	103	\$ 45	\$ 4,635
	Machine & manual brushing	Rate/hour	515	\$ 184	\$ 94,760
	New culvert installation	Rate/hour	412	\$ 148	\$ 60,976
	New culverts	\$/m culvert	1442	\$ 60	\$ 86,520
		\$/m coupler	103	\$ 60	\$ 6,180
	New culvert transport	Rate/hour	72	\$ 150	\$ 10,800
	Kilometer posts	rate/post	26	\$ 70	\$ 1,820
	Kilometer signs	rate/sign	26	\$ 48	\$ 1,248
	Kilometer sign install	rate/hour	26	\$ 45	\$ 1,170
	Culvert marker posts	rate/marker	206	\$ 100	\$ 20,600
	Culvert marker install	rate/hour	206	\$ 45	\$ 9,270
	Snag falling	rate/hour	0	\$ 60	\$ -
	Flagging	rate/hour 2 people	824	\$ 45	\$ 37,080
	Road resurface and reshape	Rate/hour	115	\$ 165	\$ 18,975
	Turn outs (3 per km, 4mx70m)	Rate/turnout	154	\$ 4,100	\$ 631,400
	Road patching	Estimate for whole section	1	\$ 56,000	\$ 56,000
	Misc geotex	Rate/m	194	\$ 434	\$ 84,196
	Misc silt fence	Rate/m	20	\$ 50	\$ 1,000
	Re-surface @ 63 km	Rate/km	1	\$ 16,000	\$ 16,000
	Misc signs	Rate/sign	4	\$ 400	\$ 1,600
	Misc hardware	Rate/hardware	4	\$ 140	\$ 560
	Misc labour	Rate/hour	8	\$ 45	\$ 360
	Misc Supplies and Calcium Chloride		1	\$ 88,227	\$ 88,227
				<b>Subtotal</b>	<b>\$ 1,233,377</b>

Road work quantities for the Driftwood 68 km to 71 km:

Item No.	Description of Work	Unit Of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price (Excluding GST and PST as a taxable transaction charged to Province)
	Road revision,	Estimate for whole section	1	\$ 200,000	\$ 200,000
	(including culvert @ 67.1 km and grade raising)			<b>Subtotal</b>	<b>\$ 200,000</b>

KL  
DL PD

Road work quantities for the Driftwood 0-16 km, 16.5-68 km and 68-71 km:

Item No.	Description of Work	Unit Of Measurement	Estimated Total Quantity	Price Per Unit	Estimated Total Price (Excluding GST and PST as a taxable transaction charged to Province)
	Supervision all found	rate/hour	550	\$ 75	\$ 41,250
				<b>Subtotal</b>	<b>\$ 41,250</b>
	Overhead	Percent	15		<b>15%</b>

Note: The quantities shown in Column 4 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 shown in Column 5.

<b>TOTAL ESTIMATED CONTRACT PRICE</b>	<b>\$1,615,000.00</b>
---	-----------------------

**Please Note:**

- For items, Road Patching, Turnout Construction, Road Revision, and Misc Supplies and Calcium Chloride, the price per unit is an estimated maximum value. All equipment costs will be paid using a rate calculated from the current BC Equipment Rental Guide (Blue Book) plus 20 %, or a rate approved by the Technical Team. Supplies purchased for those items will be paid at cost plus 20% unless otherwise agreed to by the Technical Team.
- For items, Misc Geotex, Misc Silt Fence, Misc Signs, and Misc Hardware, supplies purchased for those items will be paid at cost plus 20% unless otherwise agreed to by the Technical Team.
- All invoiced costs must be supported by time sheets or purchase invoices.

KK  
JL 20



Natural Resource Sector

**MAJOR WORKS CONTRACT  
SCHEDULE "B" – INSURANCE  
REQUIREMENTS**

1. The Contractor shall, without limiting its obligations or liabilities or restricting the generality of the indemnification provisions contained in the Agreement, at its own expense, provide and maintain, the following insurance(s) coverage as fully specified in Paragraph 14 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. Unless otherwise specified, the duration of each coverage and insurance policy shall be from the date of commencement of Work and shall remain in full force and effect until all conditions of the Agreement have been fully complied with and until acceptance by the Ministry of all Works and appurtenances pertaining to the Agreement.
3. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
4. All insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
5. The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
6. Notwithstanding Paragraph 7, the Contractor shall, prior to the commencement of the Work and before any payments are made under the Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
7. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) shall be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the work.
8. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be canceled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province.
9. Failure to provide the required insurance documentation shall result in termination of the Agreement.
10. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV 45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
11. The payment of any deductible shall be the responsibility of the Contractor, except for flood and earthquake which will be the responsibility of the Province.

OK  
12/24

12. The Contractor shall ensure that all its subcontractors performing Services under the Agreement carry insurance in the form and limits specified in Paragraph 14.
13. Unless stated otherwise under any subsection of Paragraph 14, 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 and Natural Resource Operations and any of its employees, servants or agents".
14. The following forms of insurance and specified minimum limits are required.

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

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

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- ~~iv) Blanket Written Contractual Liability;~~
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage;
- x) Sudden and Accidental Pollution endorsement on the Commercial General Liability insurance policy with a limit of liability not less than the amount indicated below per occurrence insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of the Agreement, or if such endorsement is unavailable on the Commercial General Liability insurance policy, a Sudden and Accidental Pollution insurance policy insuring against same and with same limits of liability indicated below, and this insurance shall include the Province as an additional insured as stated below:
  - ☐ \$250,000
  - ☐ \$500,000
  - ☒ \$1 million
  - ☐ Not applicable

and where such further risk exists:

- xi) Including but not limited to shoring, blasting, excavating, underpinning, demolition, hot roof application, crane operations and removal, piledriving and caisson work, work below ground surface, tunnelling and grading;
- xii) Elevator and Hoist Liability;
- xiii) Operation of Attached Machinery;
- xiv) Forest Fire Fighting Expense Coverage in the amount of:
  - ☒ \$1 million
  - ☐ \$500,000
  - ☐ Not applicable
- xv) Construction activities occurring at airport facilities. Alternatively, coverage may have to be provided under an aviation liability policy.
  - ☐ Applicable
  - ☒ Not applicable

KIC  
RL PD

- xvi) Where the Contractor's performance of the work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal, Contractor's Pollution Liability insurance policy with a limit of liability not less than \$2 million inclusive per occurrence insuring against bodily injury and property damage. This insurance must include the Province as an additional insured for its vicarious liability as land owner, project owner, or party to this Agreement. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any "insured vs. insured" exclusion shall not prejudice coverage for the Province and shall not affect the Province's ability to bring suit against the Contractor as a third party.

Such insurance must:

- i) Include as a protected entity the Province and each Contractor, Subcontractor, Architect, Engineer, Consultant and anyone employed by them to perform a part or parts of the Work, but excluding suppliers whose only function is to supply and/or transport products to the work site;
- ii) as per Paragraph 13 above, identify the Province on the policy;
- iii) preclude subrogation claims by the insurer against anyone insured by the policy; and
- iv) ~~provide, where a warranty period is required by the Province under this Agreement, Products and Completed operations coverage, as applicable, in force for the duration of the warranty period.~~

**b) Automobile Liability**

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

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

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

Such insurance must:

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

KK  
TL 20

Deductibles per Occurrence:

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

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

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

d) **Contractor's Construction Equipment**

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

KK  
72 20



Ministry of Forests,  
Lands and Natural  
Resource  
Operations

## SCHEDULE "C" – SPECIAL PROVISIONS

Project to Conduct and Supervise Road Maintenance  
Activities Along the Driftwood Forest Service Road,  
0-16km, 16.5-68 km, 68-71km.

CONTRACT ADMIN. NO: EN18DSN032

ATTACHMENT TO THE CONTRACT DATED FOR  
REFERENCE THE 24<sup>TH</sup> DAY OF JULY, 2017

### TABLE OF CONTENTS

1.0	GENERAL	3
1.1	Location	3
1.2	Scope of Work	4
1.3	Work Schedule	4
1.4	Access to Works	4
1.5	Adherence to Right-of-Way	5
1.6	Contractor's Camp and Facilities	5
1.7	Permits	5
1.8	Layout	5
1.9	Materials Supplied by the Contractor	5
1.10	Right to Cancel	5
1.11	Responsibility of Goods Received	5
1.12	Faulty Work	5
1.13	Preservation of Channel and Waterway	6
1.15	Safety	6
1.16	Traffic Control and Access to Works	6
1.17	Insurance	6
1.18	Authority of the Ministry of Forests, Lands and Natural Resource Operations	7
2.0	MOBILIZATION AND DEMOBILIZATION	7
3.0	PROTECTION OF THE ENVIRONMENT	7
3.1	General	7
3.2	Protection of Streams	7
3.3	Adverse Weather	8
3.4	Petroleum Product Storage	8
3.5	Waste Oil Disposal	8
8.0	MISCELLANEOUS	9
8.1	Notification of Errors	9
8.2	Weather	9
8.4	Public Safety and Convenience	9
8.5	Rejected or Unacceptable Final Products	9

8.6.....	Adherence to Standard Operating Procedures	9
8.7.....	Work by others.	9
8.9.....	Inspectors	10

---

KK  
RD  
R

## 1.0 GENERAL

### General

- The Contractor will provide supervision for the project.
- The Contractor will work with the Ministry Representative, other Forests, Lands and Natural Resource Operations staff, and the Project Manager to coordinate all operations that are conducted on sections of road being used by industry, with industrial road users and will work to ensure that road work does not cause long delays or increase the safety risk to road users, or the public.
- Upon completion of the project, the Contractor will supply to the MFLNRO a final report outlining all work completed and associated costs.

## 1.1 Location

### Driftwood FSR 0 to 68km

- Remove brush from ditches and road prism to improve ditch function and driver visibility. All debris from brushing or ditching must be disposed of in a manner which will not cause a fire hazard, impact drainage, or cause an impediment to known future road operations.
- Repair existing ditches or create new V-shaped ditches to provide functional drainage for entire length of the road. Tail ditches must be installed as required to provide functional drainage. All drainage work must direct water to prevent it from flowing directly into watercourses.
- Supply and install replacement or new cross drain culverts as required to provide functional drainage for the entire road. Culverts must be new material and must be either 450 mm or 500 mm in diameter.
- Supply and install culvert markers at both ends of all existing and new culverts
- Supply and install km marker signs for the entire road section. Signs must meet MFLNRO standards
- Fall snags along right of way as required
- Improve existing Pullouts or create new pullouts as required to have approximately 3 functional pullouts per km. Each pullout is to have completed surfaced area of 4 meters x 70 meters.
- Complete grading of road including installation of proper crown
- Supply Traffic Control as required if operations will result in a safety risk to either workers or road users.
- Supply and install erosion control devices and measures to prevent siltation or erosion
- Supply and install grass seed on exposed soils which could erode or cause siltation. Grass seed mix must be approved by MFLNRO.
- Repair soft spots in road subgrade by removing unsuitable material and replacing with suitable material which will be placed in conjunction with a geotextile and compacted to

KK  
PB

ensure a stable subgrade for the road. Repaired sections will be resurfaced using suitable pit run surfacing material.

- **Additional Services for Driftwood FSR 69 – 71km**

Complete road realignment between 69 and 71 km as per supplied road design drawings. The road realignment will include changes to the subgrade, drainage, and surfacing.

## **1.2 Scope of Work**

- **Brushing** of the Forest Service Road clearing width, with all brush material cuttings being removed from inlets of drainage structures and ditches
- **Grading** of the road surface to restore the road's shape, so water is shed off. Grading activity shall not result in removal of surfacing material from the road, or the creation of berms along the shoulders of the road
- **Drainage system** – maintain drainage system so as to be fully functional.

Note: The replacement of any structures (e.g. such as stream culverts or bridges), require prior approval of the District manager.

- **Other Works, as specified:**

- a. The Application of calcium chloride on road system(s), when applicable to do so where budgets allows.
- b. Other works identified in the Leo/Driftwood technical committee work plan as per the Leo Driftwood Road Safety Improvement Project.

## **1.3 Work Schedule**

Upon receipt of a letter of award, the Contractor shall inform the Ministry of the date for start-up, hours of work and planned schedule of work. The Contractor shall take any corrective measure necessary to keep the Project on schedule satisfactory to the Ministry Representative. The Ministry Representative will request proposals for corrective action by the Contractor and will approve appropriate actions. Failure to provide appropriate actions may lead to contract default.

All corrective measures taken to maintain the Work on schedule shall be deemed necessary to complete the contract within the contract time frame and no additional compensation will be considered.

## **1.4 Access to Works**

The Contractor shall be fully responsible for access to the Works. The contractor shall satisfy their selves that access to the Works is adequate to get his/her equipment and materials to the worksite. The Contractor shall be responsible for the cost of any temporary access works and for any damage done to the existing road or structures. The Contractor shall ensure all vehicles employed to perform the Works are equipped with radios capable of receiving and transmitting on the designated road frequency.

The Contractor must not block or impede the use of any private access without written consent of the land owner and prior approval of the Ministry Representative.

The Contractor is responsible for the maintenance of all traffic control devices or signs and the supervision of any traffic control personnel. No special payment shall be made for this item but the cost shall be included in the unit prices bid for the various items appearing in the Schedule of Approximate Quantities and Unit Prices.

### **1.5 Adherence to Right-of-Way**

The Contractor, unless authorized by the Ministry Representative, shall confine his operations to the Forest Service right-of-way.

### **1.6 Contractor's Camp and Facilities**

Camp locations must be approved by the Ministry Representative prior to any preparatory work being carried out. The Contractor shall obtain all necessary building and operating permits for the camp facility.

### **1.7 Permits**

As described in article 12 of the Contract, the following permits are required for this project:

The Contractor must obtain a water use permit from Water Management Branch and a copy submitted to the Ministry Representative prior to removing water from any stream or lake.

The Contractor must obtain a 30M33 permit to work near BC Hydro lines from BC Hydro prior to working within 4 meters of Hydro lines. Contact John Baker at 250-570-9479

### **1.8 Layout**

The Contractor is responsible for all layout of the works and to establish survey stakes along the road to ensure proper depth of each lift of compacted HFSA. Should the Contractor discover or suspect any errors in the marks and stakes, he shall at once discontinue work until such errors are investigated and, if necessary, rectified, but no claim shall be allowed on account thereof nor on account of any delay occasioned thereby.

### **1.9 Materials Supplied by the Contractor**

The Contractor shall give the Ministry of Forests, Lands and Natural Resource Operations ample notice to allow inspection of materials and components and their manufacture. No materials or components shall be incorporated into the Work until they have been inspected by the Ministry of Forests, Lands and Natural Resource Operations.

Materials and components supplied by the Contractor shall be as specified in the contract documents unless written approval for alternatives is obtained from the Ministry of Forests, Lands and Natural Resource Operations.

### **1.10 Right to Cancel**

The Ministry of Forests, Lands and Natural Resource Operations reserves the right to cancel an item of Work or phase of Work or defer same to a later date without change in the balance of the Contract.

### **1.11 Responsibility of Goods Received**

On receipt of any material supplied under this Contract, the Contractor shall be solely responsible for this material and shall make good any loss or damage to these goods at his own expense.

### **1.12 Faulty Work**

If there is evidence of any fault, defect or injury from any cause whatsoever, which adversely affect the strength, durability or appearance of any section of the Work, the Contractor shall, at his own expense, satisfactorily correct such fault, or if required, shall replace as much of said section as the Ministry Representative may deem necessary, even to the extent of replacing the entire section.. The fact that the Ministry Representative in charge may have previously

KK  
DB

overlooked such defective work shall not constitute an acceptance of any part of it. Upon failure of the Contractor to comply with any order of the Ministry Representative made under the provisions of this clause, the Ministry Representative shall have authority to cause defective work to be remedied or removed and replaced, and to deduct the costs thereof from any moneys due or to become due the Contractor.

### **1.13 Preservation of Channel and Waterway**

No excavation, other than specified and/or detailed on the plans, shall be made by the Contractor, and the natural stream beds adjacent to the roadway shall not be disturbed without permission from the Ministry of Forests, Lands and Natural Resource Operations. If any excavation or dredging is made at the site of the roadway, the Contractor shall backfill all such excavation to the original ground surface or river bed, without extra charge to the Ministry of Forests, Lands and Natural Resource Operations, and with material satisfactory to the Ministry of Forests, Lands and Natural Resource Operations.

Material deposited within the stream shall be removed and the stream freed from obstruction thereby. The Contractor shall observe the guidelines outlined by the Water Management Branch.

### **1.15 Safety**

The Contractor is required to supply to the Ministry Representative a written Occupational Health & Safety Program that includes safe work procedures, safety inspection procedures and procedures for transporting injured workers. The Contractor shall also submit copies of the minutes of safety meetings to the Ministry Representative.

The Contractor is held responsible to inform the local Worksafe BC office of the date of commencement of this contract.

The Contractor is designated as the principal contractor in accordance with Worksafe BC requirements and must coordinate the safety activities of all employers and employees operating in the work area.

### **1.16 Traffic Control and Access to Works**

Traffic control will be provided by the Contractor to maintain logging trucks and private vehicle access during construction. The Contractor shall cooperate in scheduling of traffic control personnel. At no time will construction be permitted on or adjacent to roadways in use by the public or industrial contractors without traffic control including flag people during operations on the road surface. Failure to meet these conditions is in contravention of WorkSafe regulations.

Access for industrial and public traffic must be maintained on the existing road at all times. If access is required to be closed, the Works causing the closure must be scheduled on a weekend and must be approved by the Ministry of Forests, Lands and Natural Resource Operations.

### **1.17 Insurance**

The Contractor shall comply with Schedule "B" – Insurance Requirements attached hereto. Certified copies of policies shall be submitted to the Ministry of Forests, Lands and Natural Resource Operations in accordance with specifications prior to commencement of Work.

No separate payment shall be made for this item but the cost shall be included in the unit prices bid for the various items appearing in the Schedule "A" of Approximate Quantities and Unit Prices.

rk  
92 20

### 1.18 Authority of the Ministry of Forests, Lands and Natural Resource Operations

All Work performed shall be done to the satisfaction of the Ministry of Forests, Lands and Natural Resource Operations. The Ministry of Forests, Lands and Natural Resource Operations Representative shall decide:

- all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of work;
- all questions which may arise as to the interpretation of the plans and specifications;
- all questions as to the acceptable fulfillment of the contract on the part of the contractor;
- all disputes and mutual rights between Contractors;
- and all questions as to compensation.

The Ministry of Forests, Lands and Natural Resource Operations Representatives' decisions shall be final and he shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

## 2.0 MOBILIZATION AND DEMOBILIZATION

Mobilization and demobilization shall consist of all labor, supervision, equipment, materials, and carrier charges and include erection and dismantling costs of all facilities furnished in connection therewith.

## 3.0 PROTECTION OF THE ENVIRONMENT

### 3.1 General

This Section covers the general and specific provisions for the protection of the environment under the direction of the Ministry Representative in co-operation with any Federal and/or Provincial Environment officers. All work carried out under this contract must comply with the Forest and Range Practices Act of British Columbia and its' Regulations.

The Contractor is advised to comply with all Federal and Provincial regulations so that construction work does not adversely affect the environment of fish-producing streams, rivers, lakes and other bodies of water.

Payment - All the requirements of these environmental provisions shall be considered incidental to the prices bid for the work under contract and no other compensation will be made.

### 3.2 Protection of Streams

The Contractor shall maintain the natural integrity of streambeds, riparian zone vegetation and water quality by the following practices:

- (a) The Contractor shall place and/or dispose of all organic material, refuse, ash, petroleum products and other deleterious material so as not to directly or indirectly pollute any natural drainage or water course or depression.
- (b) Except as required by the Contract Documents, all inorganic material shall be placed and/or disposed of in a manner not to obstruct or unduly disturb any drainage or water

course or depression, otherwise such obstruction or disturbance shall be restored to the original configurations and conditions as reasonably required by the Ministry Representative at no extra cost to this Contract.

- (c) All activities within the wetted perimeter of any stream, lake or other body of water are not allowed. Machinery and equipment shall not be operated within the wetted perimeter of any such water course within the scope of this Contract other than under the authority of the Ministry Representative.
- (d) Minimize Siltation - All work affected by works carried out by this Contract shall be undertaken in a manner which will avoid siltation of any stream, river, lake or other body of water that would be harmful to aquatic organisms.

There shall be no obstruction placed in any streams. However, should any material be inadvertently placed in the normal high water wetted perimeter of such stream or lake, the Ministry Representative shall be notified immediately and action shall be taken as directed by the Ministry Representative.

Indiscriminate falling of timber into any stream or other body of water will not be condoned. However, any trees that do accidentally fall into a stream or body of water shall be removed at the first opportunity in a manner that will minimize the disturbance of the stream bed. Skidding of logs across streams will not be permitted.

The withdrawing of water from any stream or water body will require a permit issued by the Ministry of Forests, Lands and Natural Resource Operations – Water Management Branch. It is the responsibility of the contractor to contact the Ministry of Forests, Lands and Natural Resource Operations – Water Management Branch if considering such actions.

### **3.3 Adverse Weather**

The Contractor shall be prepared to shut down or alter the operation during periods of inclement weather to avoid siltation. In general, earth materials in environmentally sensitive areas shall be worked only in favorable soil moisture conditions.

### **3.4 Petroleum Product Storage**

- (a) Fuel storage tanks shall be protected with impermeable spill containment dykes capable of containing a volume of liquid at least equal to the volume of the largest tank plus ten percent (10%) of the aggregate volume of any other tanks or ten percent (10%) greater than the volume of the largest tank, whichever is the greater.
- (b) A supply of sorbents should be maintained at each fuel storage site for ready use.
- (c) Spills shall be immediately reported to the Ministry of Environment.
- (d) The contractor shall not dispose of petroleum products, by-products or empty containers on site.

### **3.5 Waste Oil Disposal**

All waste oils and other lubricants shall be strictly confined and must not be released except as authorized by the Ministry of Environment, Waste Management Act and Regulations.

KK  
PO

VL

## **8.0 MISCELLANEOUS**

### **8.1 Notification of Errors**

The Contractor shall notify the Ministry immediately upon the discovery of any errors, omissions or obscurities in the Contract Documents, and request correction and/or clarification thereof. No responsibility will be accepted by the Ministry for unsupported oral communications or instructions. Interpretation, intent, etc. of the specifications will be determined by the Ministry.

### **8.2 Weather**

No work shall be undertaken by the Contractor when in the opinion of the Ministry the weather is unsuitable or unfavorable for a particular class of work. Specifically, but not limited to, no surfacing will be undertaken during heavy periods of rain. Surfacing material shall not be placed upon a rutted or muddy subgrade.

### **8.4 Public Safety and Convenience**

The Contractor will at all times conduct his work to ensure the least possible obstruction to traffic. The safety and convenience of the general public along the work area, and the protection of persons and property will be provided by the Contractor.

The Contractor, at his own expense, shall supply all signs and other traffic control devices as required.

### **8.5 Rejected or Unacceptable Final Products**

All work shall be done to the satisfaction of the Ministry. It shall decide all questions which may arise as to the quality and acceptance of material furnished and work performed and as to the manner of performance and rate of progress of the work; all questions that arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractors; all disputes and material rights between Contractors; and all questions as to compensation. The Ministry's decision shall be final and it shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Any final products rejected or unacceptable based on final acceptance testing shall remain the property of the Ministry, if produced in a pit, and shall be stockpiled separately from acceptable products.

### **8.6 Adherence to Standard Operating Procedures**

The Contractor shall adhere to all Standard Operating Procedures and environmental policies and procedures as provided by the Ministry.

### **8.7 Work by others**

The Contractor is advised that many areas of the work site are under occupation for the purpose of work by others, the Contractor shall cooperate with and cause as little inconvenience and disruption as possible to other workers. No claims from delays caused by present traffic or other workers will be accepted.

## 8.9 Inspectors

Inspectors, designated by the Ministry, shall be authorized to inspect all work done and all materials furnished. Such inspections may extend to all or part of the work and to the preparation, fabrication or manufacture of the materials to be used.

Inspectors may be stationed on the work site to report to the Ministry as to the progress thereof, and manner in which it is being performed, also to report whenever it appears that material furnished or work performed by the Contractor fail to fulfill the requirements of these specifications and the Contract, and to direct the attention of the Contractor to such failure. Such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Ministry.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, or to issue instructions contrary to the plans and specifications. The Inspector shall not act as foreman or perform duties for the Contractor, nor interfere with the management of the work by the latter.



## Schedule D Safety Conditions

File: 11250-85/EN18DSN032

Attachment to the Agreement with Sasuchan Development Corporation for Project to Conduct and Supervise Road Maintenance Activities Along the Driftwood Forest Service Road, 0-16km, 16.5-68 km, 68-71km.

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 Sector

## Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 11250-85/EN18DSN032	THIS AGREEMENT DATED FOR REFERENCE THE 24th DAY OF JULY, 2017.
FOR: Project to Conduct and Supervise Road Maintenance Activities Along the Driftwood Forest Service Road, 0-16km, 16.5-68 km, 68-71km. 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 AND NATURAL RESOURCE OPERATIONS

**Fort St. James Forest District**  
**2537 Stones Bay Road**  
**Box 100**  
**Fort St. James, British Columbia**  
**V0J 1P0**

**Phone Number: (250) 996-5200..... FAX Number: (250) 996-5290**  
**E-mail Address: David.VanDolah@gov.bc.ca**

(the "Province")

**AND:**

**Sasuchan Development Corporation**  
**Unit 301 – 575 Quebec Street**  
**Prince George, British Columbia**  
**V2L 1W6**

**Phone Number: (236) 423-0909..... FAX Number: (236) 423-0910**  
**E-mail Address: executive@sasuchan.ca**  
**Coordinator: Tom Lewis**  
**Business Number: BC1064351**  
**WorkSafe BC 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 13<sup>th</sup> Day of July, 2017, identified as Agreement Number One 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 **July 24, 2017 to December 1, 2017 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;

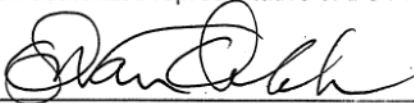

### **Coordination and Compliance**

- 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)	(Prime Contractor or Authorized Signatory)
Printed Name <u>DAVID VAN DOLAH</u>	Printed Name <u>David I. Bryden</u>
Dated this <u>3</u> day of <u>OCTOBER</u> , 20 <u>17</u>	Dated this <u>27</u> day of <u>September</u> , 20 <u>17</u>



## Natural Resource Sector

# Schedule F SAFE Certification Requirements

File: 11250-85/EN18DSN032

Attachment to the Agreement with Sasuchan Development Corporation for Project to Conduct and Supervise Road Maintenance Activities Along the Driftwood Forest Service Road, 0-16km, 16.5-68 km, 68-71km.

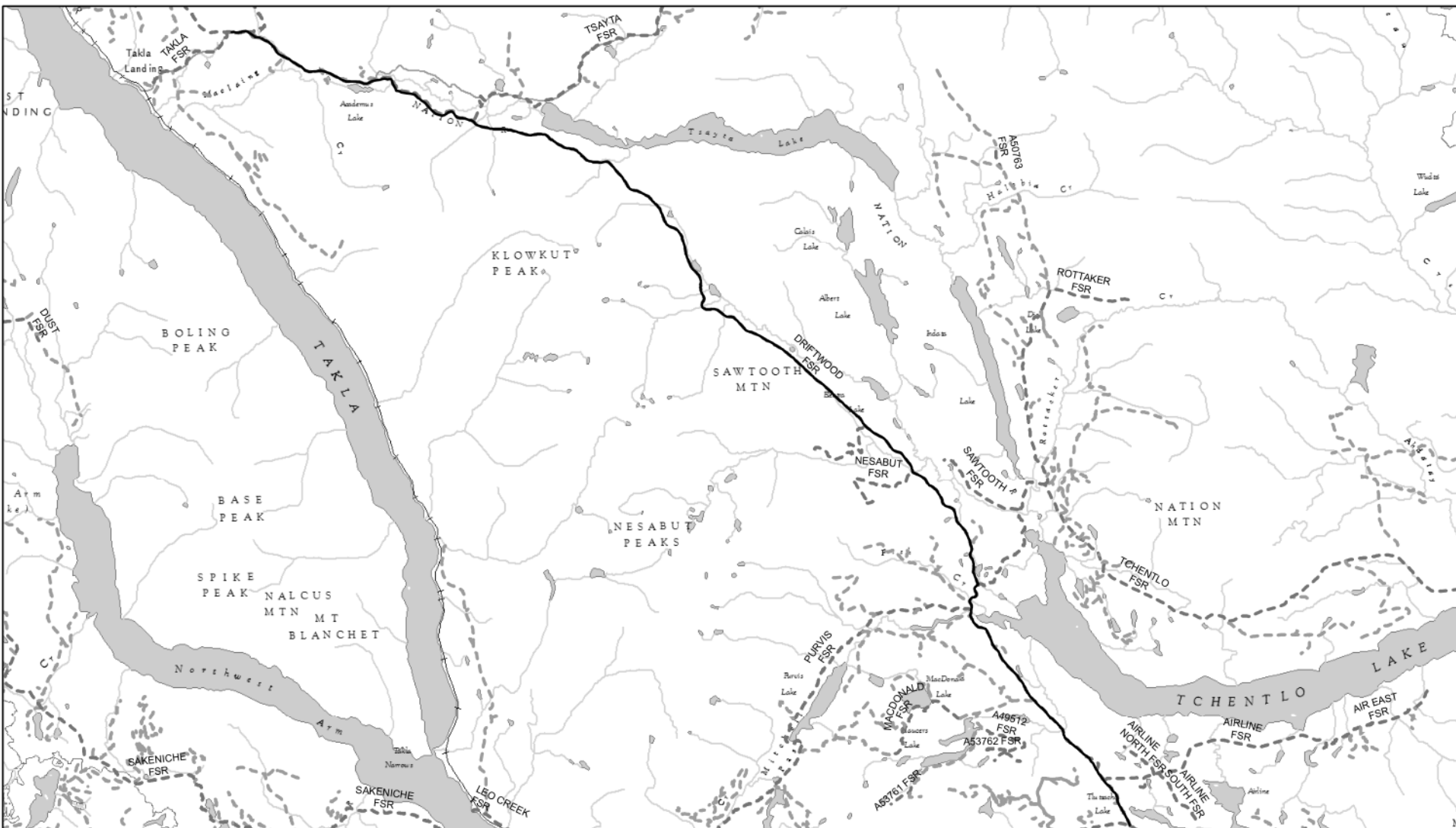
1. Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:
  - (a) Certified in the BC Forest Safety Council SAFE Company Program; or
  - (b) Certified under another safety scheme recognized by BC Forest Safety Council,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

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

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

# MAP OF : DRIFTWOOD FSR

FOREST REGION:	RNI	TSA:	24	PULPWOOD AGREEMENT:	PAG01 0	MGT UNIT TYPE:	TIMBER SUPPLY AREA
FOREST DISTRICT:	DSN (DJA)	LAND DISTRICT:	RANGE 4 COAST			MGT UNIT NO:	24
ESF SUBMISSION ID:	NA	SCALE:	1:250,000	UTM ZONE:	10	DRAWN BY:	IRN
BCGS MAPSHEET NO:	093N041, 51, 42, 43, 33, 34	AREA/LENGTH:		NAD:	NAD83	DATE:	June 8, 2017



## Legend

- Driftwood
- Tenure Roads**
  - - - FSR
  - - - Road Permit
  - + - - Railway
  - Roads
  - Rivers
  - Rivers (poly)
  - Lakes



## **Guideline for Hand Falling Activities**

### **Scope**

---

This guideline applies to all hand falling being undertaken by parties under contract of hire or service to the FLNRO or any other participating agencies and includes hand falling undertaken by agency staff.

*Hand falling is one of the highest risk activities undertaken in FLNRO*

### **Purpose**

---

To clarify hand falling supervision and planning requirements that facilitates safe workplace activities when administering contracts and supervising FLNRO activities.

*Staff can assist in the eliminating avoidable incidents by understanding the principles within this guideline and supporting best practices in your supervisory and operational control*

This guideline will assist staff:

- Who administer contracts that include hand falling directly or through subcontractors,
- When undertaking hand falling activities for FLNRO purposes,
- To ensure appropriate planning is undertaken and workers involved are qualified.



## Definitions

---

***Hand falling:*** The falling of trees by manual means with at least one person (maximum 2) at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches (15cm) at stump height 12 inches (30cm).

***Faller<sup>1</sup>:*** An individual certified by BC Forest Safety Council, ENFORM or the BC Wildfire Service and has documented qualifications for the activities; slope and timber conditions (refer to faller record of experience and see wallet card examples in Appendix A).

***Falling Supervisor<sup>2</sup>:*** A falling supervisor is someone available who can plan, coordinate, inspect and document falling activities within their qualifications for activities, slope and timber conditions.

- \* A **qualified** falling supervisor must have completed the BC Forest Safety Council (BCFSC) Falling Supervisor Training Course and be knowledgeable of the work being performed.
- or
- \* A **Certified** Falling Supervisor (CFS) is an externally validated ticket issued by the BCFSC that ensures the supervisor is operationally competent, able to plan, coordinate, inspect and document faller's performance in the course of daily professional falling duties.

***Falling plan:*** A geographic based process that defines the project intent and safety protocols. In its simplest version it contains an Emergency Response Plan (ERP), map, workplace hazard assessment, worksite access controls, the type and means to access qualified assistance and written objectives to be carried out.

***Utility Arborist:*** means a person who undertakes any work required to prune or clear vegetation in proximity to energized electrical equipment, structures and conductors or who prunes, falls or removes trees which could come into contact with energized power lines.

---

<sup>1</sup> BCWS, arborists and Enform fallers are not initially trained to undertake forestry falling which includes falling for harvesting and right of way work. Falling by BCWS and Enform trained fallers to support these activities must be supervised in workplace specific training for the work activity by a qualified supervisor with documented experience in the work activity until competence for work activity is met.

<sup>2</sup> Can be applied to FLNRO contracts entered into or awarded after April 1, 2013 with supporting contract conditions.

**Qualified Assistance:** processes are expected to be in place for all chainsaw activities to account for Injury, Emergency and Falling Difficulties. Acceptable qualified assistance is determined by the falling supervisor, which generally includes other fallers however machines with radio contact that can access the falling site within 10 minutes surface travel are acceptable. It includes in the event of:

a) **Injury/Emergency**

Person(s) trained, equipped and able to promptly render first aid where attendant can reach injured workers within 10 minutes including free fallers that may become trapped under logs.

- (1) Person(s) equipped and capable to assist in managing a situation that requires immediate response required to prevent or control a hazard by assessing and mitigating danger,
- (2) Be able to slash or clear a path for evacuation, if required.

b) **Falling Difficulty**

- (1) A difficult situation for a faller is one where advice or assistance is needed before work can proceed but the situation is not urgent,
- (2) Assisting faller must be certified and qualified to manage hazards associated with site conditions including the alternate means of falling required to resolve the difficulty being appropriate to the situation.

**Emergency:** Imminent danger to people, property or the environment.

**Available:** A person or equipment that can be accessed or supplied to the worksite within the course of a normal working day, by means of a pre-established communications plan.

**Readily Available:** A person with/or equipment that can be accessed from the workers known location within 10 minutes surface travel time.



## Supervision Considerations

---

Hand falling must only be undertaken by parties, as defined in this guideline. Fallers must give evidence of proficiency for the activity, timber and slope they are working in via certification cards and/or faller log books.

**All falling operations will occur under the supervision of a Falling Supervisor.** The falling supervisor (frequently a contractor) must be designated for the project to approve the falling plan and continually address the complexity and challenges of the falling activities as they develop until replaced by a suitable party or completion of the project.

The level of engagement determined by the falling supervisor must be appropriate to the risk associated with the project. The falling supervisor is to ensure appropriate risk mitigation strategies are used, accessible and monitored for effectiveness.

In the case of BCWS activities, qualified supervisors are initially general supervisors trained in basic supervision of falling activities and tasked with the overall command of the incident. When complexity and challenges of falling operations exceed the capacity to effectively address the multiple hazards and conditions of an incident in the field, certified Falling Coordinators/Supervisors should be used to address the faller specific challenges of wildfires.

**Adequate level of supervision:** Operations involving high risk and extended duration, usually involving multiple fallers, generally require full time engagement by the falling supervisor(s) to monitor falling activities and adjust plans as necessary. Generally supervisors required for this performance level should meet the Certified Falling Supervisor criteria.

For emergency situations where supervisors are not available fallers may be used to address Falling Supervisor role in the development of a falling plan.

*Where small projects require the services of only one faller: the faller should also meet the requirements of a falling supervisor for having a falling plan and have provisions for summoning Qualified Assistance with effective means for Injury and Emergency.*

A falling plan must be developed with full engagement of the falling supervisor in collaboration with hand faller(s) and others rendering qualified assistance. It is the falling supervisor (frequently a contractor) that will deem the plan to be adequate for the circumstance.

Falling plans will vary in nature and content with the falling and project circumstance but all projects must address the minimum elements specified in this guideline. All fallers engaged in the project must be aware of and undertake their activity consistent with the supervisors plan and have a means to communicate necessary alterations for safety.



## Planning Considerations

---

All hand falling will occur in accordance with a plan that addresses at minimum:

- **Designating a falling supervisor or qualified supervisor.**
- **Hazard assessment** methods must be specific to the project and be communicated to workers at the Initial Safety Meeting for the worksite,
- **Emergency Response Plan (ERP) considerations** and planning must ensure the ability to react to unforeseen health and safety risks of all workers under anticipated working conditions,
  - ERP must consider at a minimum: Location of worksite, directions and access to worksite, communications by radio or phone, contact information for assistance, alternate methods of egress, to transfer injured workers to medical aid or for other emergencies, first aid requirements,
- **Safety check (sign in/out) procedures** for the crew and individual hand fallers with a partner monitoring system,
- **Posted Signage and Safe Work Procedures** for the work being undertaken must be present onsite for the safety of all workers involved in the hand falling operations. (example: road closure procedures for activity near roads, aircraft operations procedures or blasting procedures),
- **Qualified assistance** must be readily available and able to control hazards and assist with an emergency, injury or falling difficulty,
- **Alternative methods** including avoidance, equipment or blasting must be known and accessible to the faller for use in the project. How to access alternate methods is the responsibility of the falling supervisor.
- **Utility and Infrastructure** require specialized qualifications from Utility Arborists to manage timber hazards within striking distance from community structures and infrastructure.
- **Resolving Unsafe Conditions and Plan Changes** require clear conversations with the supervisor about the nature of the hazards or conflicts with the established plan and proposed alternate strategies for safe completion of work. It is crucial that workers and contractors have the opportunity to resolve unsafe conditions collaboratively and without discrimination.

## Summary

---

FLNRO contract administrators, project leads and supervisors must ensure projects involving hand falling:

- Have adequate falling plans in place,
- Involve and engage qualified falling supervision,
- Are undertaken by fallers qualified for the work, and
- Ensure that fallers have planning flexibility to remove trees safely.

In addition FLNRO contract administrators and or project leads will ensure, that Prime Contractors are aware their responsibility to ensure the falling plan remains supported throughout all falling activities.

*Site supervisors, Prime Contractors, and contract administrators must be aware of the falling plan to ensure it remains supported at all times.*

*“If a safe plan cannot be developed and implemented, the work must be curtailed and contract work suspended until the circumstances are addressed.”*

***A safe falling plan is the start to safe work!***

This guideline can be shared with contractors for informational purposes and may form the basis for contractual obligations.

**For more information see**

**<http://www2.worksafebc.com/Portals/Forestry/FallingAndBucking.asp?reportid=31674>**

**<http://www2.worksafebc.com/publications/OHSRegulation/Part26.asp#SectionNumber:26.20.1>**

**See Appendix A for example certification and qualification documents.**

# Ministry of Forests, Lands and Natural Resource Operations

## Appendix A

### Falling tickets examples as proof of competence to the BC Faller Training standard



- ✓ All of the above faller tickets verify that the named individual has met the minimum requirements set out in the BC faller training standard specified by WorkSafeBC.
- ✓ Each program has a unique curriculum, expiry/maintenance, competency verification and training on hazards specific to that industry in compliance with the BC faller training standard.
- ✓ Employers are responsible for verifying the competency of any faller they employ regardless of which certifying body has issued their certification.



Natural Resource Sector

## Notice of Intent to Direct Award a Contract

The Ministry of Forest Lands and Natural Resources Operations, Fort St James Resource Office, at 2537 Stones Bay Rd, intends to award the Driftwood Forest Service Road (FSR) Safety Upgrade Project for the following proposed work/service:

- Maintenance works on the Leo-Driftwood Forest Service Road (FSR) system including: brushing, ditching, grading, culvert replacements, re-making of the road prism profile, re-alignment, and construction of pull-outs.

The proposed work/service is to be carried out by Sasuchan Development Corporation with a contract price of less than \$1.615 million.

The anticipated term of the contract is from July 26, 2017 to December 31, 2017. There will be no options to renew.

The contractor's qualifications required to complete the services are:

- All those required in standard Major Works contract with BC.

FLNRORD - Fort St James Resource District Office has chosen not to compete the contemplated contract. In March, 2017, BC and Takla Lake First Nations, along with the Carrier Sekani Tribal Council and other Carrier Sekani First Nations, signed the *Interim Pathway Forward Agreement*. In parallel to the agreement, FLNRORD committed to provide 3M\$ under contract opportunities to Takla Lake First Nations, Nak'azdli First Nation, and Tl'azt'en First Nation to 1) improve road safely, 2) reduce environmental impacts, and 3) reduce wear and tear to vehicles and machinery. This contract partially fulfills this government to government commitment. The funding is a direct accommodation to the First Nation and can only be provided to that First Nation (or their delegate).

Contractors wishing to challenge this decision should submit a letter of objection by no later than *allow a minimum of 8 calendar days @12:01 a.m. (local time)* on July 24<sup>th</sup> 2017 to:

Ministry of Forest, Lands, and Natural Resources Operations  
Fort St James Resource Office,  
2537 Stones Bay Rd, Fort St James, B.C. V0J 1P0  
Attention: Andrew Wheatley or David Van Dolah  
FAX number: 250-996-5090

The letter must outline the reasons for your objection. Please address this letter to the attention of: David Van Dolah, District Manager, Stuart-Nechako Resource Office

## RE: JV ATTACHED - Payment of contracts under Road Side Letter with Carrier Sekani FNs

---

From: Capsey, Nicole IRR:EX <Nicole.Capsey@gov.bc.ca>  
To: Gascon, Delayne CSNR:EX <Delayne.Gascon@gov.bc.ca>  
Cc: Banham, Dave FLNR:EX <Dave.Banham@gov.bc.ca>, Wheatley, Andrew FLNR:EX <Andrew.Wheatley@gov.bc.ca>, Campbell, Jasmin E FLNR:EX <Jasmin.Campbell@gov.bc.ca>  
Attachments: RE: FOR ADM APPROVAL: JV FLNRO Recovery - CSTC Road Side Letter Payment of \$634,530.64

Good morning all,  
Please find attached Doug's approval.  
Please code to: 120.0798D.stob.07AG114.  
Thank you!

### Nicole Capsey

Manager, Financial Management | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

---

**From:** Gascon, Delayne CSNR:EX  
**Sent:** Friday, October 13, 2017 8:47 AM  
**To:** Capsey, Nicole IRR:EX  
**Cc:** Banham, Dave FLNR:EX; Wheatley, Andrew FLNR:EX; Campbell, Jasmin E FLNR:EX  
**Subject:** JV ATTACHED - Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Nicole,  
Attached are the three paid invoices and the JV for you to obtain coding and approval. When done can you please send back to me and I'll forward to our Accounts Payable mailbox for processing.  
Thank you,

*Delayne Gascon*

*Financial Analyst – Omineca Region  
Corporate Services for the Natural Resource Sector  
Client Services Branch  
#325-1011 4<sup>th</sup> Avenue  
Prince George BC V2L 3H9  
Phone: 250-565-6022*

---

**From:** McClain, Brad CSNR:EX  
**Sent:** Wednesday, October 11, 2017 1:08 PM  
**To:** Gascon, Delayne CSNR:EX  
**Subject:** FW: For info: Payment of contracts under Road Side Letter with Carrier Sekani FNs

FYI  
Brad McClain  
Corporate Services Manager – Omineca Region  
Corporate Services for the Natural Resource Sector  
Phone: 250-565-6403  
Email: [brad.mcclain@gov.bc.ca](mailto:brad.mcclain@gov.bc.ca)

---

**From:** Prystawik, Gretchen IRR:EX  
**Sent:** Tuesday, October 10, 2017 2:56 PM  
**To:** McClain, Brad CSNR:EX; Capsey, Nicole IRR:EX  
**Cc:** Wheatley, Andrew FLNR:EX; Campbell, Jasmin E FLNR:EX; Borth, Lori J IRR:EX  
**Subject:** For info: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Brad, Nicole and Team;  
Connecting you on the JV of the road side letter.  
Thanks for the awesome teamwork!

g

**Gretchen Prystawik** | Project Leader  
Omineca Region | Negotiations and Regional Operations Division  
Ministry of Indigenous Relations and Reconciliation

Suite 325, 1011 4<sup>th</sup> Ave  
Prince George | BC | V2L 3H9  
[Gretchen.Prystawik@gov.bc.ca](mailto:Gretchen.Prystawik@gov.bc.ca)  
P: 778-349-5053

---

**From:** Capsey, Nicole IRR:EX  
**Sent:** Tuesday, October 10, 2017 2:53 PM  
**To:** Prystawik, Gretchen IRR:EX; Hofsink, Norma IRR:EX  
**Cc:** Borth, Lori J IRR:EX  
**Subject:** RE: For response: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Gretchen,

Please forward the JV with all the backup (copies of paid invoices) to me and I will fill in the coding and get approvals to transfer the funds.

As far as I'm aware, we've already committed to \$100k of this through a contribution letter with \$20k remaining to be paid, so that would leave \$2.9M left.

I don't think we want to do a JV for every invoice or wait until the end – I like your suggestion of doing one now and one at the end of the project – ensuring we don't go over the \$3M budget.

Please let me know if you have any further questions or need more info.

Thanks ☺

### Nicole Capsey

Manager, Financial Management | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

---

**From:** Prystawik, Gretchen IRR:EX  
**Sent:** Tuesday, October 10, 2017 12:01 PM  
**To:** Hofsink, Norma IRR:EX; Capsey, Nicole IRR:EX  
**Cc:** Borth, Lori J IRR:EX  
**Subject:** For response: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hello Ladies!

Can you please help me figure out the following for my FLNRORD colleagues:

1. Who at MIRR should receive JV requests from FLNRORD's CSNR contact?
2. What coding should be used for invoices paid under contract from the attached agreement?
3. Can the total 3M\$ be JV'd to FLNRORD twice... once now for invoices paid to date, and then other in December when the total monies have been spent?

Thanks in advance!

gretchen

**Gretchen Prystawik** | Project Leader  
Omineca Region | Negotiations and Regional Operations Division  
Ministry of Indigenous Relations and Reconciliation  
Suite 325, 1011 4<sup>th</sup> Ave  
Prince George | BC | V2L 3H9  
[Gretchen.Prystawik@gov.bc.ca](mailto:Gretchen.Prystawik@gov.bc.ca)  
P: 778-349-5053

---

**From:** Wheatley, Andrew FLNR:EX  
**Sent:** Thursday, July 13, 2017 4:06 PM  
**To:** Kriese, Kevin FLNR:EX; Prystawik, Gretchen FLNR:EX; Calof, Justin FLNR:EX  
**Subject:** FW: Request Re: Road Side Letter with Carrier Sekani FNs  
Just a few things more to tighten down the letter below  
Cheers

---

**From:** Calof, Justin FLNR:EX  
**Sent:** Thursday, July 13, 2017 3:52 PM  
**To:** Kriese, Kevin FLNR:EX  
**Cc:** Prystawik, Gretchen FLNR:EX; Wheatley, Andrew FLNR:EX  
**Subject:** Request Re: Road Side Letter with Carrier Sekani FNs  
Kevin,  
*Note in support of discussion with Tim.*

**Request:** Deputy Minister approval of \$1.615 million for a major work contract direct award to Takla First Nation related to the Road Side Letter with CSFNs

**Background:** In support of closing the Interim Pathway Forward Agreement with Carrier Sekani Tribal Council (CSTC) and Carrier Sekani First Nations (CSFN), Minister Steve Thomson signed a “road side letter” on March 30, 2017. This letter committed FLNRO to provide \$3M to Takla Lake First Nation, Tl’azt’en First Nation, and Nak’azdli First Nation under contract opportunities to 1) improve road safely, 2) reduce environmental impacts, and 3) reduce wear and tear to vehicles and machinery. (Side Letter Attached).

A technical team composed of representatives from FLNR, Takla, Tl’azt’en and Nak’azdli have been meeting since April and have: completed a work plan, come to consensus on priorities and have put in place a project manager. The works are focused on ditching, brushing, culvert replacements, general road surfacing requirements, and other safety improvements on the Leo/Driftwood FSR system. Coordination with licences is on-going. Activities will be overseen by an independent project manager, consistent with FLNRO regulations and industry standards.

**Rationale:** The side letter stated that *“Contract opportunities that the Parties jointly identify based on the above will be made available to Takla, Tl’azt’en, and Nak’azdli, respectively, based on the location of the project and subject to the Nations meeting contract qualifications including market rates and industry standards”*. Based on the side letter, FLNRO has received advice from CSNR that a direct award for major works contract between the Crown and Takla is the appropriate funding vehicle and consistent with existing procurement rules. Due to spending limits/approvals, Deputy Minister signature of the attached major works direct award contract is required.

JC

## RE: FOR ADM APPROVAL: JV FLNRO Recovery - CSTC Road Side Letter Payment of \$634,530.64

---

From: Scott, Douglas S IRR:EX <Douglas.S.Scott@gov.bc.ca>, Scott, Douglas S AG:EX  
:  
To: Capsey, Nicole IRR:EX <Nicole.Capsey@gov.bc.ca>, Bowles, Cynthia IRR:EX  
<Cynthia.Bowles@gov.bc.ca>

Hi Nicole –  
Approved.

*Doug*

Douglas S. Scott  
Assistant Deputy Minister  
Negotiations and Regional Operations  
Ministry of Indigenous Relations and Reconciliation  
Government of British Columbia

---

**From:** Capsey, Nicole IRR:EX  
**Sent:** Monday, October 23, 2017 11:53 AM  
**To:** Bowles, Cynthia IRR:EX  
**Subject:** FW: FOR ADM APPROVAL: JV FLNRO Recovery - CSTC Road Side Letter Payment of \$634,530.64

Hey, wondering if you were able to follow up with Doug on this one?  
Let me know.

Thanks,

**Nicole Capsey**

Manager, Financial Management | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

---

**From:** Capsey, Nicole IRR:EX  
**Sent:** Wednesday, October 18, 2017 8:30 AM  
**To:** Bowles, Cynthia IRR:EX  
**Subject:** FW: FOR ADM APPROVAL: JV FLNRO Recovery - CSTC Road Side Letter Payment of \$634,530.64

Hey Cindy, would you mind following up with Doug on this one? I just need his approval via email.  
Thanks so much ☺

**Nicole Capsey**

Manager, Financial Management | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

---

**From:** Capsey, Nicole IRR:EX  
**Sent:** Monday, October 16, 2017 3:19 PM  
**To:** Scott, Douglas S IRR:EX  
**Cc:** Bowles, Cynthia IRR:EX  
**Subject:** FOR ADM APPROVAL: JV FLNRO Recovery - CSTC Road Side Letter Payment of \$634,530.64

Hi Doug,

For your approval, attached is a JV for FLNRO to recover costs from FNFE for contracts issued under the CSTC road side-letter of \$3M through NTAFE.

To date, we have paid approximately \$734,560.64 and are expecting the remainder through two contracts managed directly by FLNRO.

Please advise if you have any questions or require further information.

Thank you,

**Nicole Capsey**

Manager, Financial Management | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

---

**From:** Gascon, Delayne CSNR:EX  
**Sent:** Friday, October 13, 2017 8:47 AM  
**To:** Capsey, Nicole IRR:EX  
**Cc:** Banham, Dave FLNR:EX; Wheatley, Andrew FLNR:EX; Campbell, Jasmin E FLNR:EX  
**Subject:** JV ATTACHED - Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Nicole,

Attached are the three paid invoices and the JV for you to obtain coding and approval. When done can you please send back to me and I'll forward to our Accounts Payable mailbox for processing.

Thank you,

*Delayne Gascon*

*Financial Analyst – Omineca Region*

*Corporate Services for the Natural Resource Sector*

*Client Services Branch*

*#325-1011 4<sup>th</sup> Avenue*

*Prince George BC V2L 3H9*

*Phone: 250-565-6022*

---

**From:** McClain, Brad CSNR:EX

**Sent:** Wednesday, October 11, 2017 1:08 PM

**To:** Gascon, Delayne CSNR:EX

**Subject:** FW: For info: Payment of contracts under Road Side Letter with Carrier Sekani FNs  
FYI

Brad McClain

Corporate Services Manager – Omineca Region

Corporate Services for the Natural Resource Sector

Phone: 250-565-6403

Email: [brad.mcclain@gov.bc.ca](mailto:brad.mcclain@gov.bc.ca)

---

**From:** Prystawik, Gretchen IRR:EX

**Sent:** Tuesday, October 10, 2017 2:56 PM

**To:** McClain, Brad CSNR:EX; Capsey, Nicole IRR:EX

**Cc:** Wheatley, Andrew FLNR:EX; Campbell, Jasmin E FLNR:EX; Borth, Lori J IRR:EX

**Subject:** For info: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Brad, Nicole and Team;

Connecting you on the JV of the road side letter.

Thanks for the awesome teamwork!

g

**Gretchen Prystawik** | Project Leader

Omineca Region | Negotiations and Regional Operations Division

Ministry of Indigenous Relations and Reconciliation

Suite 325, 1011 4<sup>th</sup> Ave

Prince George | BC | V2L 3H9

[Gretchen.Prystawik@gov.bc.ca](mailto:Gretchen.Prystawik@gov.bc.ca)

P: 778-349-5053

---

**From:** Capsey, Nicole IRR:EX

**Sent:** Tuesday, October 10, 2017 2:53 PM

**To:** Prystawik, Gretchen IRR:EX; Hofsink, Norma IRR:EX

**Cc:** Borth, Lori J IRR:EX

**Subject:** RE: For response: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hi Gretchen,

Please forward the JV with all the backup (copies of paid invoices) to me and I will fill in the coding and get approvals to transfer the funds.

As far as I'm aware, we've already committed to \$100k of this through a contribution letter with \$20k remaining to be paid, so that would leave \$2.9M left.

I don't think we want to do a JV for every invoice or wait until the end – I like your suggestion of doing one now and one at the end of the project – ensuring we don't go over the \$3M budget.

Please let me know if you have any further questions or need more info.

Thanks ☺

**Nicole Capsey**

Manager, Financial Management | Fiscal Branch

**Phone** 250-953-3075 | **Cell** 250-480-6683

---

**From:** Prystawik, Gretchen IRR:EX

**Sent:** Tuesday, October 10, 2017 12:01 PM

**To:** Hofsink, Norma IRR:EX; Capsey, Nicole IRR:EX

**Cc:** Borth, Lori J IRR:EX

**Subject:** For response: Payment of contracts under Road Side Letter with Carrier Sekani FNs

Hello Ladies!

Can you please help me figure out the following for my FLNRORD colleagues:

1. Who at MIRR should receive JV requests from FLNRORD's CSNR contact?
2. What coding should be used for invoices paid under contract from the attached agreement?
3. Can the total 3M\$ be JV'd to FLNRORD twice... once now for invoices paid to date, and then other in December when the total monies have been spent?

Thanks in advance!

gretchen

**Gretchen Prystawik** | Project Leader

Omineca Region | Negotiations and Regional Operations Division

Ministry of Indigenous Relations and Reconciliation

Suite 325, 1011 4<sup>th</sup> Ave

Prince George | BC | V2L 3H9

[Gretchen.Prystawik@gov.bc.ca](mailto:Gretchen.Prystawik@gov.bc.ca)

P: 778-349-5053

---

**From:** Wheatley, Andrew FLNR:EX

**Sent:** Thursday, July 13, 2017 4:06 PM

**To:** Kriese, Kevin FLNR:EX; Prystawik, Gretchen FLNR:EX; Calof, Justin FLNR:EX

**Subject:** FW: Request Re: Road Side Letter with Carrier Sekani FNs

Just a few things more to tighten down the letter below

Cheers

---

**From:** Calof, Justin FLNR:EX

**Sent:** Thursday, July 13, 2017 3:52 PM

**To:** Kriese, Kevin FLNR:EX

**Cc:** Prystawik, Gretchen FLNR:EX; Wheatley, Andrew FLNR:EX

**Subject:** Request Re: Road Side Letter with Carrier Sekani FNs

Kevin,

*Note in support of discussion with Tim.*

**Request:** Deputy Minister approval of \$1.615 million for a major work contract direct award to Takla First Nation related to the Road Side Letter with CSFNs

**Background:** In support of closing the Interim Pathway Forward Agreement with Carrier Sekani Tribal Council (CSTC) and Carrier Sekani First Nations (CSFN), Minister Steve Thomson signed a "road side letter" on March 30, 2017. This letter committed FLNR to provide \$3M to Takla Lake First Nation, Tl'azt'en First Nation, and Nak'azdli First Nation under contract opportunities to 1) improve road safely, 2) reduce environmental impacts, and 3) reduce wear and tear to vehicles and machinery. (Side Letter Attached).

A technical team composed of representatives from FLNR, Takla, Tl'azt'en and Nak'azdli have been meeting since April and have: completed a work plan, come to consensus on priorities and have put in place a project manager. The works are focused on ditching, brushing, culvert replacements, general road surfacing requirements, and other safety improvements on the Leo/Driftwood FSR system. Coordination with licences is on-going. Activities will be overseen by an independent project manager, consistent with FLNR regulations and industry standards.

**Rationale:** The side letter stated that "*Contract opportunities that the Parties jointly identify based on the above will be made available to Takla, Tl'azt'en, and Nak'azdli, respectively, based on the location of the project and subject to the Nations meeting contract qualifications including market rates and industry standards*". Based on the side letter, FLNR has received advice from CSNR that a direct award for major works contract between the Crown and Takla is the appropriate funding vehicle and consistent with existing procurement rules. Due to spending limits/approvals, Deputy Minister signature of the attached major works direct award contract is required.

JC



Natural Resource Sector

## Operational Services Contract EN18TJE014

CONTRACT FILE NO: 10005-40/EN18TJE014	THIS AGREEMENT DATED FOR REFERENCE THE 4 <sup>th</sup> DAY OF JULY, 2017.
PROJECT DESCRIPTION:      ROADSIDE BRUSHING	

**BETWEEN:**

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

BC Timber Sales, Stuart-Nechako Business Area  
PO Box 190, 1560 Highway 16 East  
Vanderhoof, British Columbia  
V0J 3A0

Phone Number: (250) 567-6363      FAX Number: (250) 567-6370  
Ministry Representative: Daniel Braun  
E-mail Address: Forests.StuartNechakoTimberSalesOffice@gov.bc.ca

(the "Province")

**AND:**

Sasuchan Development Corporation  
s.22

Phone Number: s.22      FAX Number: s.22  
E-mail Address: executive@sasuchan.ca  
Contractor Representative: Tom Lewis  
Business Number: 784119091BC0001  
WorkSafe BC and/or Personal Optional Protection Number: s.21

(the "Contractor")

referred herein to as "the Parties".

**WHEREAS:**

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

Accordingly, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

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

- (a) "**Agreement**" means the agreement between the Parties as set out in the Contract Documents;
- (b) "**Amending Document**" means an NRS600 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) "**Assessment**" means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) "**Changed Condition**" means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) "**Contract Documents**" means those documents described in Section 2.01 and the Work Progress Plan;
- (f) "**Contract Price**" means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) "**Contractor Representative**" means a person designated pursuant to Section 5.05;
- (h) "**Environmental Damage**" means:
  - i. slumping or sliding of land;
  - ii. inordinate soil disturbance; or
  - iii. other damage to the environment which the Province considers significant.
- (i) "**Equitable Adjustment**" means a fair and reasonable adjustment negotiated by the Parties to:
  - i. the Contract Price; or
  - ii. the time within which the Work is to be performed;
- (j) "**Fiscal Year**" means the period from April 1 to the next March 31 inclusive;
- (k) "**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) "**Material**" means the Produced Material and the Received Material;
- (m) "**Ministry Representative**" means a person appointed pursuant to Section 5.01;
- (n) "**Occupied Area**" means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) "**Payment Area**" means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) "**Performance Security**" means the security provided by the Contractor in accordance with Article 4;
- (q) "**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) "**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) "**Subcontractor**" means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
- (t) "**Shortfall**" means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
- (u) "**Term**" means the period of time this Agreement is in force pursuant to Article 3;

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

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

### **Contract Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule "A"	Services
Schedule "B"	Payment
Schedule "C"	Contract Specifications
Schedule "D"	Insurance
Schedule "E"	Environmental Management System
Schedule "F"	Safety Conditions
Schedule "G"	SAFE Certification Requirements Schedule
Project Map(s)	

### **Amending Documents**

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

### **Interpretation**

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

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

- 3.01 The Term of this Agreement is from July 10<sup>th</sup>, 2017 to September 15<sup>th</sup>, 2017 inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.
- 3.03 The Contractor shall commence Work within 14 calendar days from the date specified in the Notice to Commence Work and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

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

#### **ARTICLE 4 PARTY REPRESENTATIVES**

##### **Ministry Representative**

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

##### **Contractor Representative**

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

#### **ARTICLE 5 STANDARDS OF PERFORMANCE AND WORK PROGRESS**

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

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

### **Standards of Performance**

- 5.04 The Contractor acknowledges it has satisfied itself to:
- (a) the nature and magnitude of the Work; and
  - (b) the general character, quality and quantity of the equipment and materials required to execute and complete the Work.

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

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

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

- 5.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.
- 5.07 If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.
- 5.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.
- 5.09 If the Province, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.
- 5.10 A suspension pursuant to Section 6.07 to be effective must be in writing and delivered to the Contractor by a method provided for in Section 15.06.

## **ARTICLE 6 INDEMNIFICATION AND INSURANCE**

### **Indemnity**

- 6.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claims of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 6.02 Neither the Province nor its Ministry Representative in charge, its agents, authorized representatives, or employees are personally liable for any act performed in the discharge of any duty imposed or in the exercise of any power or authority conferred upon them by, or within the scope of, the Agreement if it can be demonstrated that all reasonable care was exercised in the conduct of the operations; in all such matters these persons act solely as agents and representatives of the Province.

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

#### **Insurance**

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

### **ARTICLE 7 PROTECTION OF WORK AND PROPERTY**

#### **General**

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

#### **Protection of the Environment**

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

#### **Fire Protection**

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

### **ARTICLE 8 COMPLIANCE WITH THE LAW**

- 8.01 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of British Columbia, including, but not limited to, the *Employment Standards Act* and its Regulations.
- 8.02 The Contractor shall comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

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

#### **ARTICLE 9 CHANGED CONDITION**

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

#### **ARTICLE 10 INSPECTION AND ACCEPTANCE**

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

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

##### **Inspection by the Province**

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

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

#### **Re-Inspection**

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

### **ARTICLE 11 MEASUREMENT AND PAYMENT**

#### **Payment**

- 11.01 If the Contractor complies with this Agreement, the Province shall pay the Contractor for all Work at the rates [inclusive of taxes paid or payable by the Contractor to a supplier but exclusive of any applicable Provincial Sales Tax (PST) that the Contractor is required to charge the Province as a taxable transaction and the Goods and Services Tax (GST)] and times described in Schedule B and we are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B.
- 11.02 Expenses, if payable, will be exclusive of GST or other applicable tax paid or payable to the extent the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- 11.03 The Province will pay any applicable taxes payable under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which were inclusive in the bid price) to be paid as a separate line item and expenses must be listed chronologically, be in reasonable detail and with dates of all expenses claimed with receipts or copies of receipts, where applicable, attached.
- 11.04 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.
- 11.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### **Payment Initiation**

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

#### **Holdback**

- 11.07 The Province is not obliged to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment. The ten percent (10%) holdback shall be retained for forty (40) calendar days after the completion, or earlier termination, of all Work and interest is not payable on the amount held back by the Province.

- 11.08 The Province is authorized, but not obliged, to apply the holdback funds as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's and Subcontractor's unpaid workers, Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of, or for payment of any Assessment provided for in, this Agreement.

#### **Payment for Part Performance**

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

#### **Method of Measurement**

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

#### **Remeasurements**

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

#### **Appropriation**

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

### **ARTICLE 12 NON-COMPLIANCE AND TERMINATION**

#### **Termination by the Province**

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

#### **Mutual Termination**

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

#### **Contract Performance Security**

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

### **Non-Compliance with Agreement Provisions**

- 12.04 An "Event of Default" means any of the following:
- (a) failure to perform any of the Contractor's obligations under this Agreement, or
  - (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
    - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - (vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- 12.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:
- (a) require that the Event of Default be remedied within a time period specified in the notice;
  - (b) require the Contractor to re-work the area to the Province's satisfaction within a time period specified in the notice;
  - (c) impose other requirements on the Contractor to deal with the alleged failure of compliance within a time period specified in the notice;
  - (d) pursue any remedy or take any other action available to us at law or in equity; or
  - (e) impose an Assessment if such an Assessment is provided for in the Contract Documents;
  - (f) require the Contractor to do no further Work until the alleged failure of compliance is dealt with according to the Province's requirements; and
  - (g) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.05(a).
- These remedies shall be in addition to and not instead of any other remedy which the Province may have with respect to the Contractor's breach of this Agreement.
- 12.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 12.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.
- 12.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.
- 12.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.
- 12.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.

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

### **ARTICLE 13 DISPUTE RESOLUTION**

- 13.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 13.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) an evaluation by the Contractor of the matters in dispute.
- 13.03 The Province shall, within twenty (20) Work Days of receipt by the Ministry Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
  - (b) that the Province rejects the position of the Contractor.
- 13.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the Agreement.
- 13.05 If the Province rejects the position of the Contractor, the Parties shall proceed to mediation with a mutually agreed upon third party. If the dispute is not resolved within fifteen (15) Work Days of appointment of the mediator, then the Parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*.
- 13.06 If the matter in dispute is not resolved promptly pursuant to Section 14.01, the Ministry Representative may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 13.07 If the Contractor receives instructions pursuant to Section 14.06, the Contractor shall act immediately to carry out the Work pursuant to the instructions, but any Work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 13.08 Nothing in this Article precludes either Party from having a dispute resolved by a court of competent jurisdiction, although no steps shall be taken by either Party to initiate legal proceedings until after the process described in Sections 14.01 through 14.03 has been completed.

### **ARTICLE 14 MISCELLANEOUS**

#### **Confidentiality**

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

#### **Contractor Status**

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

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

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

#### **Notices**

- 14.06 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):
- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery;
  - (b) if prepaid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing;
  - (c) if delivered by courier service, on the fifth business day after collection by the courier service;
  - (d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Work Day, in which case it will be deemed to be received on the next following Work Day.

#### **Non-Waiver**

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

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

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

#### **Unsuitable Workers**

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

#### **Survival of Terms**

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

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

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

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

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

#### **Conflict of Interest**

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

#### **Site Clean Up**

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

#### **Camping and Parking**

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

Such use, if approved, shall be at the Contractor's own expense, if any. The approval may be revised or revoked at any time by the Province.

#### **Powers Cumulative**

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

### **Agreement Execution**

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

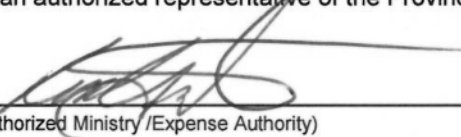
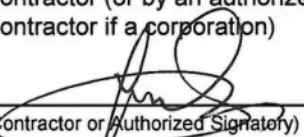
### **Non-transferable**

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

### **Representations and Warranties**

- 14.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province,:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
  - (b) if the Contractor is not an individual:
    - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
    - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.

- 14.25 The Parties hereto have duly executed 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 Contractor (or by an authorized signatory of the Contractor if a corporation)
 (Authorized Ministry /Expense Authority) Ken Yorston	 (Contractor or Authorized Signatory) Tom Lewis
Dated this <u>18</u> day of <u>July</u> , 20 <u>17</u>	Dated this <u>18</u> day of <u>July</u> , 20 <u>17</u>



# Operational Services Contract

## OPERATIONAL SERVICES CONTRACT

### TABLE OF CONTENTS

	<u>Page</u>
Article 1	DEFINITIONS ..... 2
Article 2	CONTRACT DOCUMENTS AND modifications ..... 3
	Contract Documents ..... 3
	Amending Documents ..... 3
	Interpretation ..... 3
Article 3	TERM OF CONTRACT AND COMMENCEMENT OF WORK ..... 3
Article 4	PARTY REPRESENTATIVES ..... 4
	Ministry Representative ..... 4
	Contractor Representative ..... 4
Article 5	STANDARDS OF PERFORMANCE AND WORK PROGRESS ..... 4
	Work Progress Plan ..... 4
	Standards of Performance ..... 5
	Continuity and Suspension of Work ..... 5
Article 6	INDEMNIFICATION AND INSURANCE ..... 5
	Indemnity ..... 5
	Insurance ..... 6
Article 7	PROTECTION OF WORK AND PROPERTY ..... 6
	General ..... 6
	Protection of the Environment ..... 6
	Fire Protection ..... 6
Article 8	COMPLIANCE WITH THE LAW ..... 6
Article 9	CHANGED CONDITION ..... 7
Article 10	INSPECTION AND ACCEPTANCE ..... 7
	Request for Inspection and Acceptance ..... 7
	Inspection by the Province ..... 7
	Re-Inspection ..... 8
Article 11	MEASUREMENT AND PAYMENT ..... 8
	Payment ..... 8
	Payment Initiation ..... 8
	Holdback ..... 8
	Payment for Part Performance ..... 9
	Method of Measurement ..... 9
	Remeasurements ..... 9
	Appropriation ..... 9
Article 12	NON-COMPLIANCE AND TERMINATION ..... 9
	Termination by the Province ..... 9
	Mutual Termination ..... 9
	Contract Performance Security ..... 9
	Non-Compliance with Agreement Provisions ..... 10
Article 13	DISPUTE RESOLUTION ..... 11
Article 14	MISCELLANEOUS ..... 11
	Confidentiality ..... 11
	Contractor Status ..... 11
	Notices ..... 12

Non-Waiver .....	12
Contractor-Furnished Facilities .....	12
Unsuitable Workers.....	12
Survival of Terms.....	12
Material and Intellectual Property .....	13
Conflict of Interest .....	13
Site Clean Up.....	13
Camping and Parking .....	13
Powers Cumulative .....	13
Agreement Execution .....	14
Non-transferable .....	14
Representations and Warranties .....	14



Ministry of  
Forests, Lands and  
Natural Resource Operations

## Schedule A - Services

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

### 1. THE SERVICES

1.01 The Contractor shall provide the following Services:

- (a) Roadside brushing on the road identified on the attached maps and documents from 0.0 km (junction with approximately 1.0 km on the Tsayta Forest Service Road) to 6.3 km. This work is expected to be completed by September 15<sup>th</sup>, 2017.

### 2. KEY PERSONNEL

2.01 Not Applicable



## Schedule B – Contract Payment

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

### 1. Fees

- 1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province**) will be based on an all-inclusive lump sum price of **\$18,900.00** for total satisfactory completion of the Services in accordance with this Agreement.
- 1.02 In no event will fees payable to you, in accordance with this Schedule exceed in total **\$18,900.00**.

### 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 will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services and interest is not payable on the amount held back by the Province.
- The Province is authorized, but not obliged, to apply the holdback funds as follows:
- a) firstly, to any unpaid government agencies or boards;
  - b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and

### 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:

Ministry of Forests, Lands and Natural Resource Operations

BC Timber Sales, Stuart Nechako Business Area

PO Box 190, 1560 Highway 16 East

Vanderhoof, BC V0J 3A0

Attention: Daniel Braun

---



Natural Resource Sector

## SCHEDULE C – Contract Specifications

CONTRACT ADMIN. NO:  
EN18TJE014

ATTACHMENT TO CONTRACT DATED THE  
4<sup>TH</sup> DAY OF JULY, 2017.

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing.

### SPECIAL PROVISIONS – ROADSIDE BRUSHING .....

<b>1. GENERAL SPECIFICATIONS.....</b>	<b>2</b>
1.1 LOCATION .....	2
1.2 SCOPE OF WORK .....	2
1.3 SPECIAL EQUIPMENT .....	2
1.4 ACCESS TO WORKS .....	2
1.5 CONTRACTOR'S CAMP AND FACILITIES .....	2
1.6 LAYOUT .....	2
1.7 SAFETY.....	2
1.8 PAYMENTS .....	2
<b>2. MOBILIZATION AND DEMOBILIZATION .....</b>	<b>3</b>
<b>3. PROTECTION OF THE ENVIRONMENT.....</b>	<b>3</b>
3.1 GENERAL.....	3
3.2 PROTECTION OF STREAMS .....	3
3.3 PETROLEUM PRODUCT STORAGE .....	3
3.4 WASTE OIL DISPOSAL .....	3
3.5 ADVERSE WEATHER.....	3
<b>4.0 ROADSIDE BRUSHING SPECIFICATIONS .....</b>	<b>3</b>
4.1 CONTRACTING TIMING AND DEADLINES.....	3
4.2 BRUSHING SPECIFICATION.....	4
4.2.1 <i>On tangents and outside curves</i> .....	4
4.2.2 <i>On the inside of curves</i> .....	4
4.2.3 <i>Mulching</i> .....	4
4.3 SWAMPER AND BRUSH SUPPORT .....	4

## **1. General Specifications**

### **1.1 Location**

The work area entails the un-named road specified on the attached map from 0.0km to 6.3km starting at approximately 1.0km on the Tsayta Forest Service Road.

### **1.2 Scope of Work**

The project is comprised of roadside brushing on the identified road, in order to optimize driving visibility and safety.

**The unit (km) of measure identified in this contract for roadside brushing includes both sides of the road.**

### **1.3 Special Equipment**

The contractor will supply all equipment necessary to complete the work under contract. Hand brushing using brush axes, brush saws, chain saws or other comparable equipment is acceptable provided all other contract specifications can be met.

### **1.4 Access to Works**

The contractor shall be fully responsible for access to the works. The contractor shall satisfy himself that access to the works is adequate to get his equipment and materials to the work site. He shall be responsible for the cost of any temporary access works and for any damage done to the existing road or structures including grading of any access road damaged by the contractor.

### **1.5 Contractor's Camp and Facilities**

Camp locations must be approved by the Ministry Representative prior to any preparatory work being carried out. The contractor shall obtain all necessary building and operating permits for the camp facility.

### **1.6 Layout**

The contractor shall preserve, by whatever means possible, all field markings, which will aid in the accurate interpretation of the project works. The Ministry will not be responsible to relocate any field markings, which are destroyed during the course of the operations.

### **1.7 Safety**

The contractor is responsible for the safety of his own operations while on each site. He is further more required to ensure that his operations do not present a safety hazard to any other road user. All applicable WCB regulations will be adhered to.

Specific safety requirements will include but not be limited to:

- Posted Equipment Working signs on either side of the machine,
- Two-way Radio for communication with all other industrial traffic.

### **1.8 Payments**

Progress and Final Payments shall be made in accordance with the Operational Services Contract, for items described in these Special Provisions.

Additionally, for progress payments the contractor shall submit an invoice only for fully completed sections of work. The Ministry Representative shall inspect the works and shall provide a written inspection record identifying any deficiencies.

Upon completion the contractor shall notify the Ministry Representative and request final inspection before demobilizing from the site.

## **2. Mobilization and Demobilization**

Mobilization and demobilization shall consist of transportation of men, machinery and facilities to and from the job site.

## **3. Protection of the Environment**

### **3.1 General**

This Section covers the general and specific provisions for the protection of the environment under the direction of the Ministry Representative in cooperation with any Federal and/or Provincial Environment officers.

The contractor must comply with all Federal and Provincial regulations so that works do not adversely affect the environment of fish-producing streams, rivers, lakes and other bodies of water.

### **3.2 Protection of Streams**

The contractor shall maintain the natural integrity of stream beds, riparian zone vegetation and water quality by the following practices:

- (a) Not allowing any trees, debris or any substance likely to cause pollution to be deposited within the stream or drainage structure;
- (b) Not allowing any machine to work within the stream, streambanks, or ford the stream except as otherwise approved by the Ministry Representative (every attempt must be made to minimize equipment crossings over the creek);
- (c) Not allowing any deposition of deleterious substances into the stream or onto the stream banks or drainage structure and by promptly removing any deleterious substance which may be deposited in the stream or on the stream bank. Not allowing any equipment operation within the stream channel or banks, nor allowing any channelization unless approved by the Ministry Representative and directly supervised by the contractor's designated superintendent to ensure compliance.
- (d) Indiscriminate falling of timber into any stream or other body of water will not be condoned. However, any trees that do accidentally fall into a stream or body of water shall be removed at the first opportunity in a manner that will minimize the disturbance of the stream bed. Skidding of logs across streams will not be permitted.

### **3.3 Petroleum Product Storage**

The contractor shall adhere to the BC Timber Sales Fuel Management Guide. This Guide contains practices that, when followed, will promote appropriate fuel management practices and procedures.

### **3.4 Waste Oil Disposal**

All waste oils and other lubricants shall be strictly confined and must not be released except as authorized by the Ministry of Water, Land and Air Protection, *Waste Management Act* and Regulations.

### **3.5 Adverse Weather**

The contractor shall be prepared to shut down or alter the operation during periods of inclement weather to avoid siltation or safety hazards.

## **4.0 Mechanical Road Brushing Specifications**

### **4.1 Contracting Timing and Deadlines**

All work is expected to be complete by September 15<sup>th</sup>, 2017.

## **4.2 Brushing Specification**

### **4.2.1 On tangents and outside curves**

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

### **4.2.2 On the inside of curves**

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

### **4.2.3 Mulching**

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

## **4.3 Swamper and Brush Support**

The contractor may need to maintain a swamper assistant on the site during active operations to perform the following tasks:

- a) Erect and maintain "Equipment Working" type signage on either side of the operating machine at all times. Sign type and position are per WCB regulations for traffic control;
- b) Remove brush from culvert inlets and outlets; establish a 2 meter debris-free zone at each site. Remove excessive brush accumulations from the ditchline to ensure proper drainage function;
- c) Straighten and/or re-install signs, delineators and culvert markers. Missing or previously damaged signs etc. will be supplied by the Ministry Representative. Signs etc. which may have been damaged by the brush machine will be replaced at the contractor's expense.
- d) Assist with communication with other industrial traffic and expedite operations by transporting brush operator as required.



## Natural Resource Sector

## Schedule D – Insurance

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

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

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

**a) Commercial General Liability**

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

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

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

and where such further risk exists:

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

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

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

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

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

**b) Automobile Liability**

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



## **Schedule E**

### **BC Timber Sales – Environmental Management System**

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

#### **PART A – Contract Clauses**

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

9. The Contractor will conduct and document pre-work meetings and inspection reports as directed by BCTS staff at the pre-work meeting conducted prior to commencement of operations. The Contractor will maintain records of the pre-work meetings and the results of all inspections and provide proof that operations are conforming or that corrective and preventative action is taking place. The requirement to conduct and document inspections does not preclude the requirement for the contractor to monitor the works to ensure that all requirements contained within the contract are being met.
10. The Contractor must make available upon request of the Ministry Representative the records as required by the EMS and Part A, Sections 5 and 9 and Part B, Section 7 and 8.
11. The Contractor may be audited by an Internal Auditor, as specified in the BCTS "BC Timber Sales, Environmental Management System Manual" available on the Ministry of Forests, Lands and Natural Resource Operations' BCTS website provided in Part A, Section 3 of this Schedule, and/or by a third party registration auditor for the purpose of auditing conformance with the requirements of the BCTS EMS, and is committed to:
  - a) providing time and resources for such audits and,
  - b) improving practices in response to audit results indicating that practices require improvement.
12. The Contractor is required to conduct operations in compliance with all relevant Provincial and Federal environmental legislation and regulations.

## **PART B – Emergency Response Plan**

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



## Schedule F Safety Conditions

File: 10005-40/EN18TJE014

Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

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

### ARTICLE 1 OTHER SAFETY CONSIDERATIONS

#### Notice of Project

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

#### Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor's Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province's request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
  - (a) an effective business process in place to:
    - i) remedy any workplace conditions that are hazardous to the health or safety of the employer's workers including safe work practices and procedures;
    - ii) ensure that the employer's workers:
      - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
      - B. are made aware of their rights and duties under the *WC Act* and its regulations.

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

## ARTICLE 2 PRIME CONTRACTOR PROVISIONS

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
  - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
  - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
  - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and
- (b) the Province provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
- (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or

- (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.
- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

### **ARTICLE 3 HAND FALLING**

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



## Natural Resource Sector

# Schedule G SAFE Certification Requirements

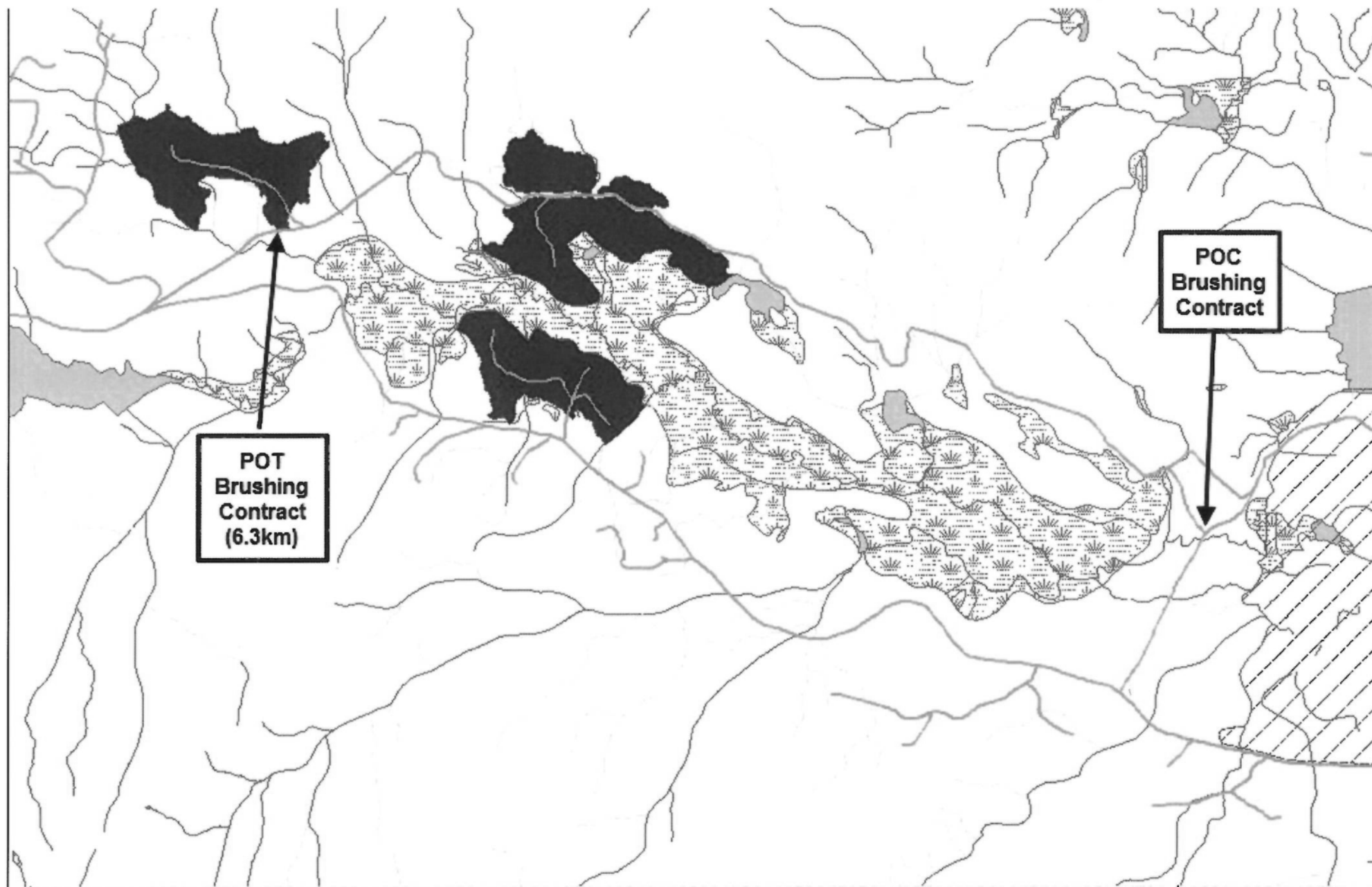
File: 10005-40/EN18TJE014

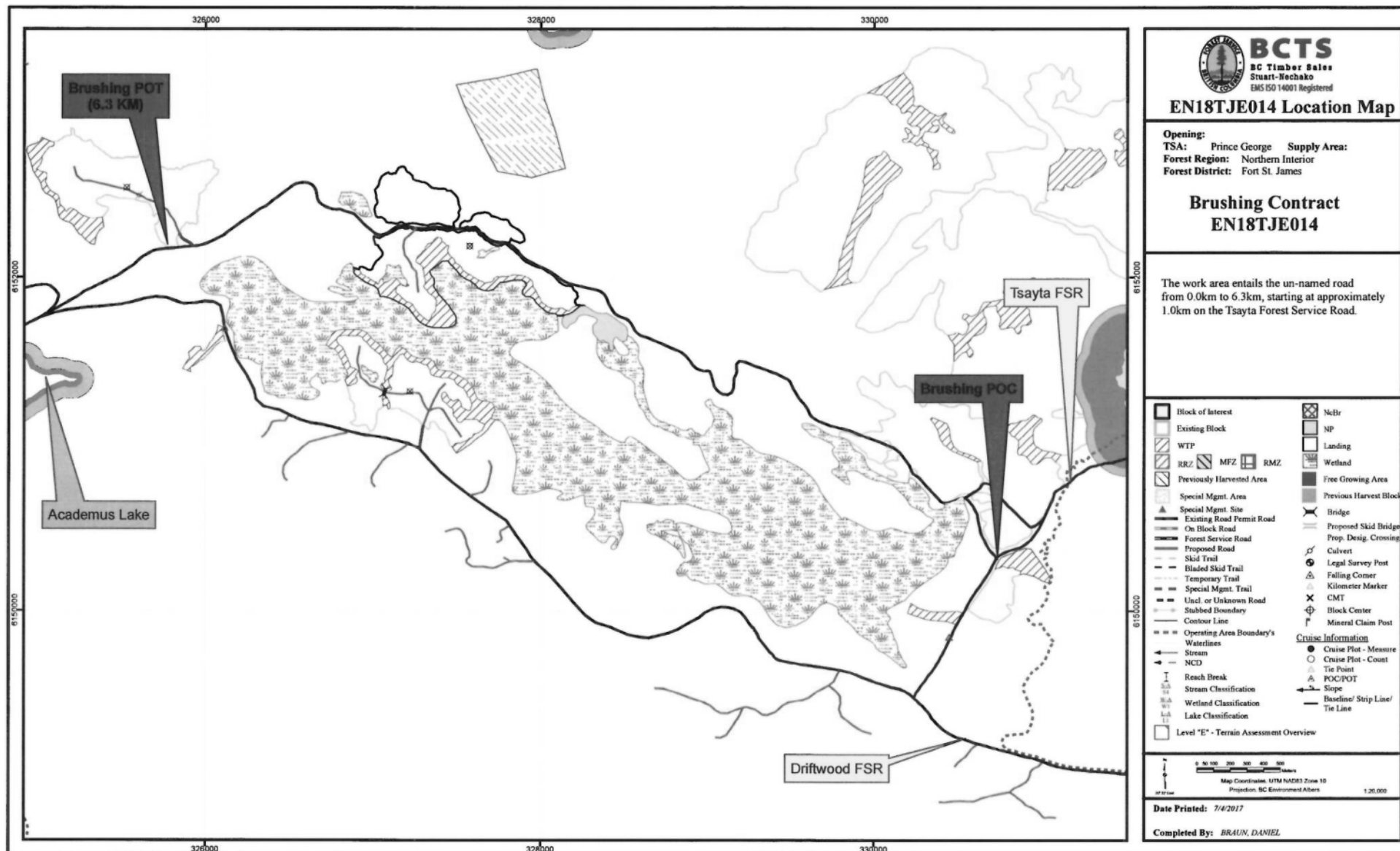
Attachment to the Agreement with Sasuchan Development Corporation for Roadside Brushing

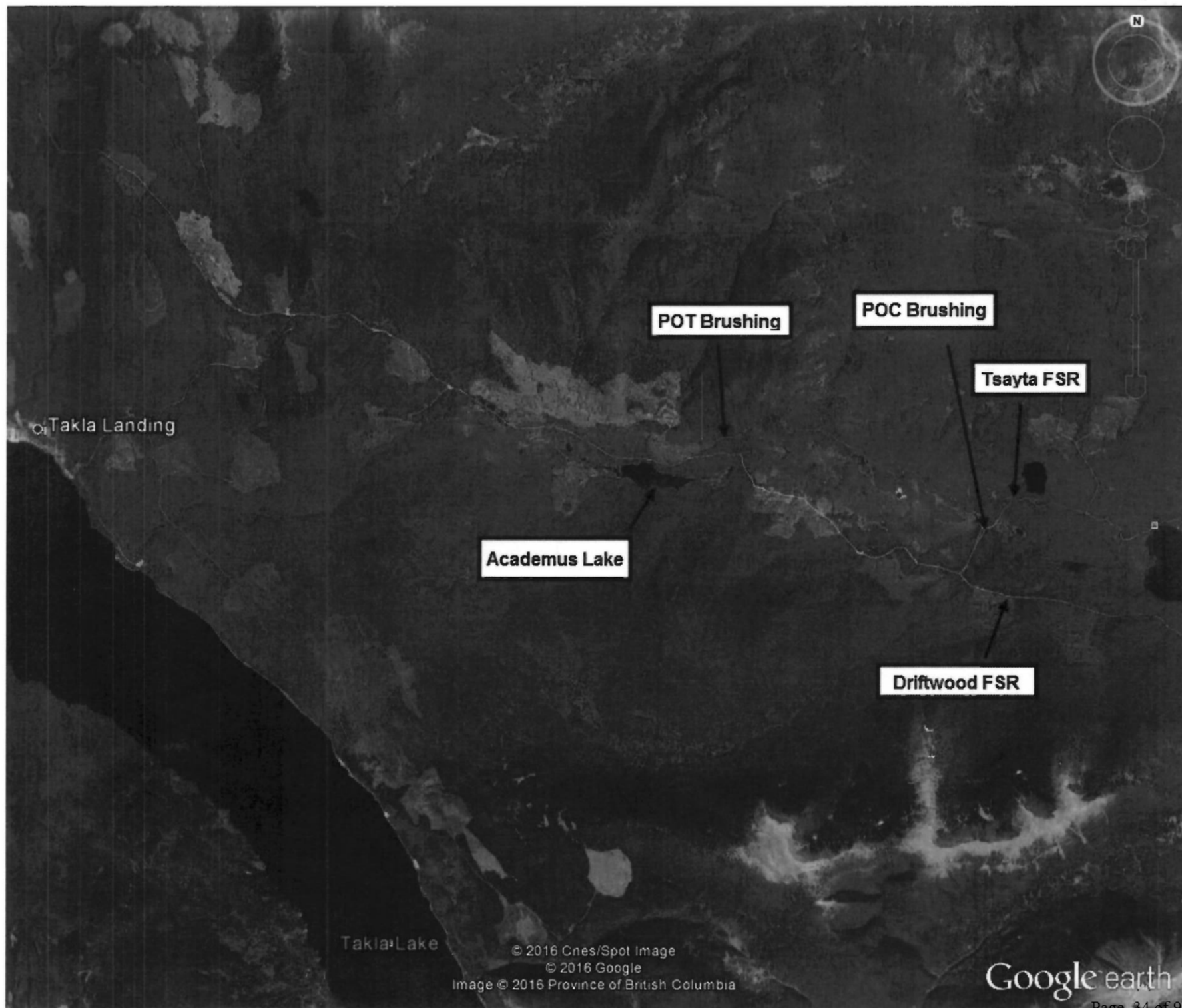
1. Prior to commencement of the Work or Services under the Agreement, the Contractor must ensure that all of the Contractor's Subcontractors are:
  - (a) Certified in the BC Forest Safety Council SAFE Company Program; or
  - (b) Certified under another safety scheme recognized by BC Forest Safety Council,and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

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

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







## Rational for EN18TJE014 Contract Modification Agreement #1

This Contract Modification Agreement was initiated in order to extend the contract completion deadline from September 15, 2017 to September 22, 2017. The purpose for the extension is due to a reduction in the number of crew members as other project involvement held a higher priority. The crew was quickly reduced down to two members who were not able to keep up production and meet the completion date.

This extension does not adversely affect any operations in the immediate future and thus will not hold any penalty for the contractor.

Daniel Braun – RFT  
Engineering Technician



Natural Resource Ministries

## Operational Services Contract

CONTRACT FILE NO: 10005-40/FN21TGE004	THIS AGREEMENT DATED FOR REFERENCE THE 16th DAY OF JUNE 2020.
PROJECT DESCRIPTION:	MANUAL BRUSHING IN THE MACKENZIE NATURAL RESOURCE DISTRICT

**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**

**BC Timber Sales – Prince George Business Area**  
**2000 South Ospika Blvd., Prince George BC V2N 4W5**

**Phone Number: (250) 614-7400.....FAX Number: (250) 953-0413**  
**Ministry Representative: Kyle Wang, Practices Forester**  
**E-mail Address: Forests.PrinceGeorgeTimberSalesOffice@gov.bc.ca**

(the "Province")

**AND:**

**Sasuchan Development Corporation**  
**300 – 1777 3<sup>rd</sup> Avenue, Prince George BC V2L 3G7**

**Phone Number: (236) 423-0909.....FAX Number: (236) 423-0910**  
**Business E-mail Address: executive@sasuchan.ca**

**Contractor Representative: Andrew Groom**  
**Business Number: 784119091BC0001**  
**WorkSafe BC and/or Personal Optional Protection Number:s.21**

(the "Contractor")

referred herein to as "the Parties".

**WHEREAS:**

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

Accordingly, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

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

- (a) "**Agreement**" means the agreement between the Parties as set out in the Contract Documents;
- (b) "**Amending Document**" means an NRS600 Contract Modification Agreement form or another standard form of similar nature specified by the Province;
- (c) "**Assessment**" means a pre-estimate of damages incurred by the Province as a result of the Contractor's failure to perform, unsatisfactory performance or other non-compliance with the provisions of this Agreement;
- (d) "**Changed Condition**" means a materially changed physical condition at the Work Area which was not foreseen by the Contractor and which would not have been reasonably foreseen by a reasonable contractor who, before submitting its tender, conducted a thorough investigation of the work to be done to complete the Work, including a thorough inspection of the Work Area and review of all information available from the Province to persons wishing to submit tenders, but does not include any weather conditions or natural events;
- (e) "**Contract Documents**" means those documents described in Section 2.01 and the Work Progress Plan;
- (f) "**Contract Price**" means the total amount payable to the Contractor for satisfactory performance of the Work, as set out in Schedule 'B';
- (g) "**Contractor Representative**" means a person designated pursuant to Section 5.05;
- (h) "**Environmental Damage**" means:
  - i. slumping or sliding of land;
  - ii. inordinate soil disturbance; or
  - iii. other damage to the environment which the Province considers significant.
- (i) "**Equitable Adjustment**" means a fair and reasonable adjustment negotiated by the Parties to;
  - i. the Contract Price; or
  - ii. the time within which the Work is to be performed;
- (j) "**Fiscal Year**" means the period from April 1 to the next March 31 inclusive;
- (k) "**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (l) "**Material**" means the Produced Material and the Received Material;
- (m) "**Ministry Representative**" means a person appointed pursuant to Section 5.01;
- (n) "**Occupied Area**" means any Work Area, camp or rest area, or any other area occupied by the Contractor for the purposes of this Agreement;
- (o) "**Payment Area**" means a portion of a Work Area as specified in the Work Progress Plan which contains a specified amount of scheduled Work;
- (p) "**Performance Security**" means the security provided by the Contractor in accordance with Article 4;
- (q) "**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) "**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (s) "**Subcontractor**" means a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked;
- (t) "**Shortfall**" means the difference between total Contract Price and the amount paid to the Contractor for Work satisfactorily completed;
- (u) "**Term**" means the period of time this Agreement is in force pursuant to Article 3;

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

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

### **Contract Documents**

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

<b>Schedule</b>	<b>Title</b>
Schedule "A"	Vegetation Management Manual Methods
Schedule "B"	Payment
Schedule "C"	Other Conditions
Schedule "D"	Insurance
Schedule "E"	Safety Conditions
Schedule "F"	Prime Contractor Agreement
Schedule "G"	SAFE Certification Requirements
Schedule "H"	Environmental Management System
Schedule "I"	Subcontracting
Schedule "J"	Camp Standards
Appendix 1	Employment Standards Letter
Project Map(s)	Brushing Maps (2), Brushing Prescription (2)

### **Amending Documents**

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

### **Interpretation**

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

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

- 3.01 The Term of this Agreement is from June 1, 2020 to March 1, 2021 inclusive, and work shall proceed in accordance with the Work Progress Plan.
- 3.02 The Contractor shall not conduct any Work until the Province notifies the Contractor to commence work.

- 3.03 The Contractor shall commence Work within 5 calendar days from the date specified in the Notice to Commence Work and regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.04 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

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

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

#### **ARTICLE 5 PARTY REPRESENTATIVES**

##### **Ministry Representative**

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

##### **Contractor Representative**

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

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

### **Work Progress Plan**

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

### **Standards of Performance**

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

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

- 6.06 The actual date the Work may commence is dependent upon the weather and completion of the Work Progress Plan. Once commenced, Work shall be continuous except as provided for in Section 6.09.
- 6.07 If the Province reasonably decides that weather or other conditions make it unsuitable for Work to proceed, it may suspend operations for a specified or an indefinite period, and it may require the Contractor remain available for up to five (5) consecutive Work Days to resume work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.
- 6.08 In the event operations are suspended under Section 6.07, the Term may be extended by a length of time agreed to by the Parties.
- 6.09 If the Province, having suspended Work pursuant to Section 6.07, does not permit Work to resume within five (5) Work Days, either Party may, by giving written notice to the other Party, terminate this Contract without penalty. Neither Party is liable for compensation of any kind arising out of the suspension of operations. Payment shall be made for all Work satisfactorily performed before the suspension of Work.
- 6.10 A suspension pursuant to Section 6.07 to be effective must be in writing and delivered to the Contractor by a method provided for in Section 15.06.

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

### **Indemnity**

- 7.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claims of infringement of third party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.

- 7.02 Neither the Province nor its Ministry Representative in charge, its agents, authorized representatives, or employees are personally liable for any act performed in the discharge of any duty imposed or in the exercise of any power or authority conferred upon them by, or within the scope of, the Agreement if it can be demonstrated that all reasonable care was exercised in the conduct of the operations; in all such matters these persons act solely as agents and representatives of the Province.
- 7.03 Neither the Province nor any of its employees, authorized representatives, or agents are liable to the Contractor or the Contractor's employees or agents for any injury, loss, or damage however occasioned to any of them or their equipment or livestock while being transported or conveyed in any vessel, boat, aircraft owned or operated by the Province, and the Contractor shall not undertake claims against the Province, its employees, authorized representatives, or agents to recover any such injury, loss or damage either on its own behalf or on behalf of its employees or agents. The Contractor shall indemnify and save harmless the Province, its employees, authorized representatives, or agents from any such claims initiated by the Contractor's employees, subcontractors, servants, or agents.

#### **Insurance**

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

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

#### **General**

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

#### **Protection of the Environment**

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

#### **Fire Protection**

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

### **ARTICLE 9 COMPLIANCE WITH THE LAW**

- 9.01 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of the Province of British Columbia, including, but not limited to, the *Employment Standards Act* and its Regulations.

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

#### **ARTICLE 10 CHANGED CONDITION**

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

#### **ARTICLE 11 INSPECTION AND ACCEPTANCE**

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

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

##### **Inspection by the Province**

- 11.02 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly inspect and determine the acceptability of the Work performed in the Payment Area. Work shall be inspected in accordance with the Contract Documents. The Province is not obliged to make any determination of acceptability before receiving the written request.
- 11.03 The Contractor is encouraged, but not required, to observe inspections while they are underway.

- 11.04 The Province shall provide the Contractor with a copy of inspection results.
- 11.05 The Province reserves the right to inspect, at all times during the Term and without notice to the Contractor, any Work performed.
- 11.06 The Contractor shall pay the Province, on demand, all direct and indirect additional inspection costs incurred because Payment Areas were not fully completed by the time specified in the Contractor's request for inspection and acceptance.
- 11.07 Inspections are conducted by the Province in order to determine compliance with the provisions of this Agreement and to provide the basis for calculating the payment due. These inspections are conducted for the sole benefit of the Province, and do not release the Contractor from the responsibility of providing quality control measures to assure that the Work strictly complies with this Agreement.

#### **Re-Inspection**

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

### **ARTICLE 12 MEASUREMENT AND PAYMENT**

#### **Payment**

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

#### **Payment Initiation**

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

#### **Holdback**

- 12.07 The Province is not obliged to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment. The ten percent (10%) holdback shall be retained for forty (40)

calendar days after the completion, or earlier termination, of all Work and interest is not payable on the amount held back by the Province.

- 12.08 The Province is authorized, but not obliged, to apply the holdback funds as follows:
- (a) firstly, to any unpaid government agencies;
  - (b) secondly, to the Contractor's and Subcontractor's unpaid workers, Subcontractors and material suppliers; and
  - (c) thirdly, as security for the correction of any breach of, or for payment of any Assessment provided for in, this Agreement.

#### **Payment for Part Performance**

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

#### **Method of Measurement**

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

#### **Remeasurements**

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

#### **Appropriation**

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

### **ARTICLE 13 NON-COMPLIANCE AND TERMINATION**

#### **Termination by the Province**

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

#### **Mutual Termination**

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

#### **Contract Performance Security**

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

### **Non-Compliance with Agreement Provisions**

- 13.04 An "Event of Default" means any of the following:
- (a) failure to perform any of the Contractor's obligations under this Agreement, or
  - (b) any representation or warranty made by the Contractor in this Agreement (including as part of any competitive process resulting in this Agreement being entered into) is untrue or incorrect, or
  - (c) an Insolvency Event, which means any of the following:
    - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
    - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency,
    - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
    - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
    - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
    - (vi) the Contractor ceases, in our reasonable opinion, to carry on business as a going concern.
- 13.05 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, by written notice to the Contractor do any one or more of the following:
- (a) require that the Event of Default be remedied within a time period specified in the notice;
  - (b) require the Contractor to re-work the area to the Province's satisfaction within a time period specified in the notice;
  - (c) impose other requirements on the Contractor to deal with the alleged failure of compliance within a time period specified in the notice;
  - (d) pursue any remedy or take any other action available to us at law or in equity; or
  - (e) impose an Assessment if such an Assessment is provided for in the Contract Documents;
  - (f) require the Contractor to do no further Work until the alleged failure of compliance is dealt with according to the Province's requirements; and
  - (g) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.05(a).
- These remedies shall be in addition to and not instead of any other remedy which the Province may have with respect to the Contractor's breach of this Agreement.
- 13.06 No failure or delay on the Province's part to exercise its rights in relation to an Event of Default will constitute a waiver of such rights.
- 13.07 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.
- 13.08 Where the Contractor has reworked an area the Province shall inspect any re-worked area and the results of the inspection shall supersede any previous inspection results. The Contractor shall pay the Province's costs of the inspection.
- 13.09 For the purposes of imposing an Assessment, the Province need not notify the Contractor before imposing an Assessment.
- 13.10 If the Province imposes an Assessment on the Contractor, the Assessment may be collected by deduction from a payment under this Agreement, any Contract Performance Security or from any holdback.

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

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

- 14.01 If a dispute occurs between the Parties concerning any matter governed by this Agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute informally.
- 14.02 If the Parties are unable to resolve the dispute informally, within five (5) Work Days, the Contractor shall then give Notice, within ten (10) Work Days, of the complaint to the Ministry Representative, which particulars shall include the following:
- (a) a detailed description of the nature of the complaint;
  - (b) a list of the relevant provisions of the Contract Documents; and
  - (c) an evaluation by the Contractor of the matters in dispute.
- 14.03 The Province shall, within twenty (20) Work Days of receipt by the Ministry Representative of the written particulars, give the Contractor a decision, in writing, of one of the following:
- (a) that the Province accepts the position of the Contractor; or
  - (b) that the Province rejects the position of the Contractor.
- 14.04 If the Province accepts the position of the Contractor, the Parties shall enter into an Amending Document to reflect the Agreement.
- 14.05 If the Province rejects the position of the Contractor, the Parties shall proceed to mediation with a mutually agreed upon third party. If the dispute is not resolved within fifteen (15) Work Days of appointment of the mediator, then the Parties may, if they both agree, proceed to arbitration pursuant to the *Commercial Arbitration Act*.
- 14.06 If the matter in dispute is not resolved promptly pursuant to Section 14.01, the Ministry Representative may give to the Contractor instructions that in his or her opinion are necessary to provide for the proper performance of the Work and to prevent delays.
- 14.07 If the Contractor receives instructions pursuant to Section 14.06, the Contractor shall act immediately to carry out the Work pursuant to the instructions, but any Work performed by the Contractor in this respect shall be without prejudice to any claim the Contractor may have concerning the dispute.
- 14.08 Nothing in this Article precludes either Party from having a dispute resolved by a court of competent jurisdiction, although no steps shall be taken by either Party to initiate legal proceedings until after the process described in Sections 14.01 through 14.03 has been completed.

#### **ARTICLE 15 MISCELLANEOUS**

##### **Confidentiality**

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

##### **Contractor Status**

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

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

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

#### **Notices**

- 15.06 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties at the work site or at the address, facsimile, or email address specified on the first page of this Agreement (or at such other address as either Party may from time to time designate by notice in writing to the other):
- (a) if hand delivered to the Party or the specified Party representative, on the date of that personal delivery;
  - (b) if prepaid post and if mailed during any period when normal postal services prevail, on the fifth business day after its mailing;
  - (c) if delivered by courier service, on the fifth business day after collection by the courier service;
  - (d) if sent by facsimile or electronic transmission, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Work Day, in which case it will be deemed to be received on the next following Work Day.

#### **Non-Waiver**

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

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

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

#### **Unsuitable Workers**

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

#### **Survival of Terms**

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

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

- 15.12 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.
- 15.13 The Province exclusively owns all property rights in the Material that are not intellectual property rights. Any equipment property the Province may provide to the Contractor or a Subcontractor is the Province's exclusive property. The Contractor must deliver any Material or equipment property to us immediately

following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to the Contractor, excepting always loss or damage attributable to reasonable wear or tear.

- 15.14 The Province exclusively owns all intellectual property rights, including copyright in:

- (a) Received Material the Contractor receives from the Province, and
- (b) Produced Material, other than any Incorporated Material.

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

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

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

#### **Conflict of Interest**

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

#### **Site Clean Up**

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

#### **Camping and Parking**

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

Such use, if approved, shall be at the Contractor's own expense, if any. The approval may be revised or revoked at any time by the Province.

#### **Powers Cumulative**

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

#### **Agreement Execution**

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


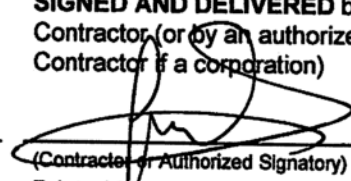
#### **Non-transferable**

- 15.23 The Contractor must not assign any of its rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may

assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

#### **Representations and Warranties**

- 15.24 As at the date this Agreement is executed and delivered by, or on behalf of, the Parties, the Contractor represents and warrants, except to the extent it has previously disclosed otherwise in writing to the Province,:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct; and
  - (b) if the Contractor is not an individual:
    - i) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on its behalf, and
    - ii) this Agreement has been legally and properly executed by the Contractor, or on its behalf, and is legally binding upon and enforceable against the Contractor in accordance with its terms.
- 15.25 The Parties hereto have duly executed this Agreement.

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province   (Authorized Ministry /Expense Authority) Raymond Jacob	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)   (Contractor or Authorized Signatory) Printed Name <u>Thomas Lewis</u>
Dated this <u>23</u> day of <u>June</u> , 20 <u>20</u>	Dated this <u>17</u> day of <u>June</u> , 20 <u>20</u>

## OPERATIONAL SERVICES CONTRACT

### TABLE OF CONTENTS

	<u>Page</u>
Article 1	DEFINITIONS ..... 2
Article 2	CONTRACT DOCUMENTS AND modifications ..... 3
	Contract Documents ..... 3
	Amending Documents ..... 3
	Interpretation ..... 3
Article 3	TERM OF CONTRACT AND COMMENCEMENT OF WORK ..... 3
Article 4	CONTRACT PERFORMANCE SECURITIES ..... 4
Article 5	PARTY REPRESENTATIVES ..... 4
	Ministry Representative ..... 4
	Contractor Representative ..... 4
Article 6	STANDARDS OF PERFORMANCE AND WORK PROGRESS ..... 5
	Work Progress Plan ..... 5
	Standards of Performance ..... 5
	Continuity and Suspension of Work ..... 5
Article 7	INDEMNIFICATION AND INSURANCE ..... 5
	Indemnity ..... 5
	Insurance ..... 6
Article 8	PROTECTION OF WORK AND PROPERTY ..... 6
	General ..... 6
	Protection of the Environment ..... 6
	Fire Protection ..... 6
Article 9	COMPLIANCE WITH THE LAW ..... 6
Article 10	CHANGED CONDITION ..... 7
Article 11	INSPECTION AND ACCEPTANCE ..... 7
	Request for Inspection and Acceptance ..... 7
	Inspection by the Province ..... 7
	Re-Inspection ..... 8
Article 12	MEASUREMENT AND PAYMENT ..... 8
	Payment ..... 8
	Payment Initiation ..... 8
	Holdback ..... 8
	Payment for Part Performance ..... 9
	Method of Measurement ..... 9
	Remeasurements ..... 9
	Appropriation ..... 9
Article 13	NON-COMPLIANCE AND TERMINATION ..... 9
	Termination by the Province ..... 9
	Mutual Termination ..... 9
	Contract Performance Security ..... 9
	Non-Compliance with Agreement Provisions ..... 10
Article 14	DISPUTE RESOLUTION ..... 11
Article 15	MISCELLANEOUS ..... 11
	Confidentiality ..... 11
	Contractor Status ..... 11

Notices .....	12
Non-Waiver .....	12
Contractor-Furnished Facilities .....	12
Unsuitable Workers.....	12
Survival of Terms.....	12
Material and Intellectual Property .....	12
Conflict of Interest .....	13
Site Clean Up.....	13
Camping and Parking .....	13
Powers Cumulative .....	13
Agreement Execution .....	13
Non-transferable .....	13
Representations and Warranties .....	14



# **Vegetation Management Manual Methods**

## **Schedule A**

File: 10005-40 /FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

### **ARTICLE 1 GENERAL TERMS AND CONDITIONS**

#### **Definitions:**

1.01 In this Schedule:

"Treatment Type" means the particular methods of treatment that the Contractor is obligated to carry out under this Contract.

"Treatment Unit" means the delineated area on any attached map wherein one or more Treatment Types may be prescribed to be carried out.

#### **Amendments and Supplements:**

1.02 The specifications in this Schedule may be amended or further supplemented in other Schedules to this Contract or in the Work Progress Plan.

### **ARTICLE 2 STANDARDS OF PERFORMANCE**

#### **Manual Cutting Methods**

- 2.01 The Contractor shall ensure that for all species designated for cutting are cut completely through (no hinge).
- 2.02 Unless otherwise specified elsewhere in this Agreement the stump angle must not exceed 30 degrees from horizontal.
- 2.03 Unless otherwise specified elsewhere in this Agreement the stump height must not exceed 15 centimetres.

#### **Girdling Method**

- 2.04 The bark and the cambium of the target trees must be completely severed in a visible ring (band) that extends entirely around the tree trunk. The band shall be continuous, with no vertical strips of intact cambium tissue remaining in the girdle band.
- 2.05 Unless otherwise specified in Schedule C of this Contract, or in writing by the Ministry Officer, there shall be one girdling band per tree and it shall be a minimum of 1.5 cm in width.

#### **Mulch Mats**

- 2.06 The Contractor shall ensure that:

## SCHEDULE A

### Vegetation Management Manual Methods

- (a) Mulch mats are installed securely and according to instructions specified in this Agreement or as demonstrated at a prework conference;
- (b) The type and size of mulch mat and fastener is as supplied by the Province or as specified in this Agreement;
- (c) Mulch mats are installed without damage to the crop trees;
- (d) Mulch mats are installed securely and in such a way that weather damage and/or animal damage potential is minimized;
- (e) All vegetation that would prevent the proper installation of the brush mat is physically cut, pulled or otherwise removed before the installation of the brush mat.

### **ARTICLE 3: INSPECTION AND ACCEPTANCE**

#### **Inspection Method For Manual Cutting And Girdling**

- 3.01 Where manual cutting or girdling is the required treatment the following inspection method will be used:
- (a) To determine the quality of Work, the Ministry Representative shall establish inspection plots using a 3.99-metre radius plot (50 m<sup>2</sup>). The plots shall be well distributed throughout the Treatment Unit (or part of the Treatment Unit) being inspected;
  - (b) The Ministry Representative shall consider a plot to be satisfactory if the Contractor has, within the plot, satisfactorily treated all target stems as specified in this Agreement;
  - (c) To qualify for payment, at least ninety percent (90%) of the number of Plots established in a Treatment Unit (or designated portions of a Treatment Unit) must be satisfactory. Only those satisfactory plots which contain one or more of the target species will be used in the calculation of payment.

#### **Inspection Method For Mulch Mat Installation**

- 3.02 Where mulch mat installation is the required treatment the following inspection method will be used:
- (a) A series of 0.05 ha (50 m<sup>2</sup> - 3.99m radius) plots will be established in a Treatment Unit to determine the mulch mat installation quality percentage (MPQ). Each plot will measure the number of satisfactorily installed mats and the potential number of crop trees where mats could have been installed given site conditions;
  - (b) Mulch mat installation quality percentage is determined by dividing the total number of satisfactorily installed mats by the total number of crop trees that could have had mats installed given the site conditions, and expressing this number as a percentage;
  - (c) Upon determination of the mulch mat installation quality percentage (MPQ), the basic payment will be adjusted by applying the following formula:

$$\text{Payment \%} = (\text{MPQ} \times 1.08) - \frac{[100 - (\text{MPQ} \times 1.08)]^2}{8}$$

Payment % will not exceed 100%.

## SCHEDULE A

### Vegetation Management Manual Methods

#### **Report Of Mulch Mats Installed**

- 3.03 At the time of submitting a written request that the Province inspect and determine the acceptability of the Work the Contractor shall provide a report by planting unit providing the total number of mulch mats installed per Treatment Unit.

#### **Wastage of Mulch Mats**

- 3.04 Where mulch mats have been lost, destroyed or wasted, or if the Contractor fails to account for all the mulch mats, the Province shall apply a payment reduction in the amount of the bid price plus fifty cents per mulch mat for the estimated number of mulch mats lost, destroyed, wasted, or not accounted for. The number of mulch mats unaccounted for shall be calculated by subtracting the number of mulch mats installed, as measured using the Ministry's Quality Inspection system, plus 10 percent (or the standard error of the estimate as calculated by the Province, whichever is greater), from the number of mulch mats issued or reported number installed.

#### **Stashed Mulch Mats**

- 3.05 Where mulch mats have been abandoned or disposed of, the basic payment may be reduced by an amount of up to one thousand dollars (\$1000.00) for each occurrence. If the value of the mulch mats is greater than one thousand dollars an assessment of greater than one thousand dollars may be applied for each occurrence. These reductions in payment may be applied in addition to any reductions resulting from the application of Clause 3.04.

#### **Untreated Areas**

- 3.06 If the Contractor fails to treat any area(s) which the Province considers to be treatable, and if the Contractor is unwilling or unable to treat the area(s), then the Province may reduce the basic payment by an amount equal to the Province's estimate of having another Contractor complete the Work.

#### **ARTICLE 4: KEY PERSONNEL**

- 4.01 The Services shall be performed by the following "Key Personnel":
- (a) See schedule C for personnel requirements

Page 55 of 96

Withheld pursuant to/removed as

s.17 ; s.21

## **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 an estimated **\$49,598.89**.

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

- 4.01 As per the Agreement, the Province will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services and interest is not payable on the amount held back by the Province.
- The Province is authorized, but not obliged, to apply the holdback funds as follows:
- a) firstly, to any unpaid government agencies or boards;
  - b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and
  - c) thirdly as security for the correction of any breach of a provision of the Agreement.

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

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us between June 1, 2020 to March 1, 2021
- 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 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 electronically** to the Prince George Business Area Office by emailing it to:

**[TPG.Invoices@gov.bc.ca](mailto:TPG.Invoices@gov.bc.ca)**

**\*Include your company name, contract # and invoice # in the subject line.\***

## **SCHEDULE B**

### CONTRACT PAYMENT

Provide **all required back up information** electronically along with the invoice (e.g. time sheets, receipts, etc.). If back-up information cannot be submitted electronically, your complete invoice must be submitted in hard copy only please.

This link is strictly for submission of invoices and invoice inquiries only. Other inquiries are to be directed to appropriate ministry staff.

To avoid duplication, **do not** send a follow-up hard copy or copy other Ministry staff / offices on the e-mail.



**SCHEDULE "C" - Other  
Conditions  
use with Operational Services Contract**

File:10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District

**Article 1: General Conditions**

- 1.01 This project entails carrying out manual brushing treatments to remove deciduous, shrubs and/or herbaceous vegetation that is competing with coniferous crop trees.
- 1.02 All project blocks will be laid out as required before field work commences; no layout of treatment areas is required.

**Article 2: Pre-Work Meeting**

- 2.01 Prior to the commencement of Work, the Contractor Representative and the Contractor's assigned Project Supervisor must meet with the Ministry Representative to review and agree upon the performance standards contained within the Manual Brushing Inspection Report.
- 2.02 In addition to the above, the Contractor Representative and the Contractor's assigned Project Supervisor must meet with the Ministry Representative to discuss:
  - (a) the terms of this Agreement;
  - (b) the commencement date;
  - (c) the EMS and Safety procedures, guidelines, requirements and documentation.
- 2.03 At this meeting, the Contractor Representative or Project Supervisor must provide to the Ministry Representative with the following information:
  - names and proof of experience of the Project Supervisor, Forepersons, Pay Plot Checkers, and member of the ABCFP who will be signing and sealing the payplot data

**Article 3: Project Supervision**

- 3.01 The Contractor must provide an experienced full-time, non- brushing Project Supervisor who must be on-site during the Work under this Agreement. The Project Supervisor must have at least three Seasons of Manual Brushing project supervision experience and at least five Brushing Seasons of brushing industry experience.
- 3.02 The Project Supervisor will be responsible for the overall management and administration of the Work under this Agreement, including reporting and communications with the Ministry Representative.
- 3.03 The Project Supervisor must conduct a Treatment Unit review with the Ministry Representative prior to the commencement of work on a Treatment Unit. This review may be done at the pre-work meeting or on site in the field.
- 3.04 The Project Supervisor must conduct a Treatment Unit review with all other Contractor personnel prior to the commencement of work on a Treatment Unit.

#### Article 4: Contractor Provision of Personnel

- 4.01 There must be one non-brushing Foreperson for every crew of up to 10 workers. Where the crew consists of 6 workers or less, the Foreperson may brush with the crew if mutually agreed to by the Ministry Representative. Each Foreperson must have at least two field seasons of brushing Foreperson experience and at least three field seasons of brushing experience.
- 4.02 Each Foreperson must perform and record a minimum of two quality plots on each worker every day and deal with any substandard quality issues. Record of these plots must be made available to the Ministry Representative upon request.
- 4.03 The Contractor must provide at least one experienced full time, non-brushing Pay Plotter. The Pay Plotter must have at least two field seasons of brushing contract pay plotting experience.
- 4.04 The Pay Plotter must conduct the brushing quality inspection plots (pay plots) for each Treatment Unit, using the provided Manual Brushing Inspection Report.
- 4.05 The contractor must provide a minimum of one member of the Association of BC Forest Professionals (Registered Professional Forester or Registered Forest Technologist). This member must be on site and supervise the pay plot data collection. The member must also sign/seal each payment unit to certify that all pay plot data collection has been completed to acceptable standards. This person may also fulfil the duties of the Pay Plot Checker.

#### Article 5: Commencement Date and Milestones

- 5.01 The commencement date for the work under this contract is **June 1, 2020.**
- 5.02 Further to Section 3.03 of the Operation Services portion of this contract, if a commencement to work letter is provided to the Contractor, and weather permitting the work does not commence in the **five (5)** calendar day period; the Ministry Representative may impose a penalty of two hundred (\$200.00) dollars per day to be deducted from the security deposit. This penalty will be applied each day until the work commences or until the Ministry Representative deems that the Contractor has breached the contract and recommends that the BC Timber Sales Manager cancel the contract.
- 5.03 Minimum production for this contract will be determined at the pre-work meeting and written into a Work Progress Plan.
- 5.04 The Work Progress Plan shall include:
- a) a completion schedule of Treatment Unit(s) as listed in Schedule B;
  - b) other scheduling requirements and conditions as deemed necessary by the Ministry Representative.
- 5.05 **Manual Brushing Treatments Milestone:**  
Manual Brushing treatments are to commence no later than **June 1st, 2020.** Deciduous species (Aspen, Birch, Cottonwood) must be brushed while fully leafed out. The field work for this contract, including any necessary re-works, is to be completed no later than **July 31st, 2020.**
- 5.06 Brushing treatments on individual Work Units must be completed as per the following table:

Work Unit	Work Completion Date
ALL OTHER WORK UNITS	June 1 – July 31

- 5.07 The contractor must provide the Ministry Representative with written notification of completion of work on each individual work unit (via e-mail or delivery of hard copy maps and plot cards).

## **Article 6: Production**

- 6.01 The Contractor shall provide a crew adequate in size to meet the completion date and the production requirements specified in the Work Progress Plan.
- 6.02 The Province may, where it has determined that the Contractor has failed to meet the completion date specified in the Work Progress Plan, penalize the Contractor \$200 per hectare of untreated area per week until all Work specified in the Schedule B has been completed (this assessment will only apply to the actual brushing and not to any other duties). No notice is required to be given by the Province to the Contractor prior to the assessment of this penalty.

## **Article 7: Access**

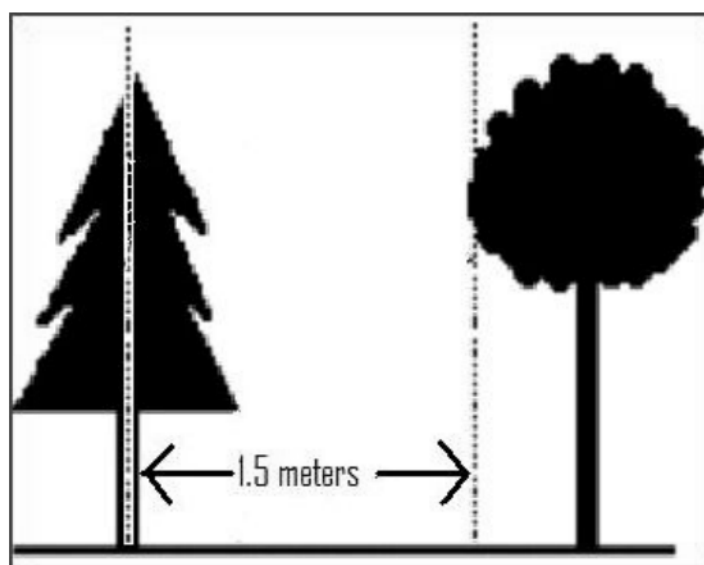
- 7.01 The Contractor is responsible to provide means of accessing the work site.
- 7.02 The Contractor is responsible to ensure that access roads to the treatment area(s) are not damaged during project operations. If, in the judgement of the Ministry Representative, operations carried out under this contract cause excessive road damage, the Contractor must repair those road damages. The Province, at the Contractor's expense, may repair damage that is not corrected by the Contractor in a timely manner.

## **Article 8: Communications**

- 8.01 The Contractor shall ensure:
- a) All vehicles have radio frequencies installed capable of transmitting/receiving on radio assisted roads in the Mackenzie Forest District;
  - b) All staff operating vehicles on radio assisted and radio controlled roads will be thoroughly trained and follow all radio procedures and strictly obey all posted speed limits;
  - c) That workable radio communications with each crew in camp and on Treatment Areas is maintained at all times;
  - d) That a working satellite phone is available to crews working in "remote" locations ("remote" as defined by WCB and First Aid regulations).
  - e) That the Ministry Representative is notified of the location of all camps prior to their occupancy and within one (1) Work Day of vacating a camp site.
- 8.02 The Contractor must follow *Rules of the Road for Mackenzie TSA* as described in the BCTS PGBA *General Safety and Environmental Guide Book*. The Contractor will be provided copies of this Guidebook at the Pre-work Meeting prior to the start of Work.

## **Article 9: Treatment Specifications**

- 9.01 This project consists of brushing treatments of deciduous trees, shrubs and herbaceous vegetation. Within a one point five (1.5) metre radius of all crop trees, all target vegetation less than 10 centimeters in diameter and greater than 30 cm in height must be cut, unless otherwise specified in the Unit Prescription. Target vegetation located outside the one point five (1.5) metre radius of the crop tree, measured from the stem of the crop tree to the dripline of the target vegetation, can be left un-cut.
- 1.5 Metre radius = 1.5 metre distance from the stem of the coniferous crop tree to closest branch of the deciduous/herbaceous target tree/shrub.
- Minimum crop tree height = 30cm.



Conifer Crop Tree

Deciduous Target Tree

- 9.02 It is not a requirement to cut target vegetation less than thirty (30) centimeters in height.
- 9.03 No target vegetation more than 10 centimeters in diameter may be cut.
- 9.04 Slash and debris will not exceed a height of forty (40) centimeters; the Contractor will be responsible for removal, disposal and redistribution of any accumulations exceeding this height.
- 9.05 Satisfactory treatment within each plot is identified as follows:
- no cut crop trees;
  - no damaged crop trees (i.e.: nicks, cuts or any damage to the brushed tree);
  - no untreated target vegetation within a 1.5 meter radius of any crop tree
  - no tree and/or deciduous stump heights greater than 15 cm (measured from the ground or conflicting obstacles); no cut height of herbaceous vegetation greater than 5 cm
  - no cut trees and/or vegetation leaning against crop trees;
  - on brushed trees only, no trees and/or vegetation partially cut (i.e. hinged);
  - no live limbs on stumps; and
  - no stump angles of greater than 30 degrees from horizontal.

#### Article 10: Inspection and Acceptance

- 10.01 The Contractor shall, within one week of completing all Work within a Payment Area, complete the establishment of brushing quality inspection plots (pay plots) by Treatment Unit as per the Manual Brushing Inspection Report Plot Cards. See section 12.01 for further instruction on filling out the cards. Upon completion of the brushing quality inspection plots, the Contractor shall, within one week, request that the Province inspect and determine the acceptability of the Work. The request must be in writing and include a report as indicated in 10.02 and must be delivered to the Ministry Representative during normal business hours.
- 10.02 Brushing quality inspection plots must be established in a non-biased, uniform and systematic manner using one of the following methods:
- pre-established GPS coordinates; or
  - a measuring device to ensure that plots are spaced an equal distance apart across a treatment unit

- 10.03 For Treatment Units less than or equal to 60 hectares, the Contractor will establish, as a minimum, one brushing quality inspection plot (pay plot) per hectare or a minimum of 5 plots per Treatment Unit (whichever is more). For Treatment Units greater than 60 hectares, the sampling intensity will be reduced to 1 plot per 2 hectares. At each pay plot, the Contractor shall record the plot data using the Manual Brushing Inspection Report plot card, and calculate the plot quality percent and payment percent.
- 10.04 The Contractor shall inspect the Work for payment in accordance with the specifications in this Agreement, and shall prepare a Payment Unit Summary containing:
- (a) the brushing commencement and completion date;
  - (b) the total hectares brushed;
  - (c) a map showing the accurate location of all brushing quality inspection plots and the locations of any untreated areas greater than one tenth (1/10) hectare within the treatment area.
  - (d) all original plot cards containing all the information.
- 10.05 The Ministry Officer shall consider a plot to be satisfactory if the Contractor has, within the plot, (i) satisfactorily treated all target stems and (ii) left all crop trees undamaged and free from obstruction as specified in this Agreement; iii) avoided the following errors:

**Re-workable Errors**

- R1- target species are left leaning against crop trees
- R2- target species are partially cut or hinged
- R3- cut stump height is more than 15 cm (measured from the ground or conflicting obstacle),
- R4- cut height of herbaceous and grasses is more than 5cm (measured from the ground or conflicting obstacle),
- R5- live limbs are left on stumps
- R6- target species are left standing
- R7- stump angle greater than 30 degrees from the horizontal
- R8- trees are felled into streams, onto roads, or into buffer strips
- R9- slash left on game or evacuation trail

**Non Re-workable Errors**

- NR1- crop trees are cut or damaged
- NR2- target tree > 10 cm dbh are cut (not an error if tree is designated to be cut)

**Any Non re-workable errors found in the block may result in an assessment of \$100.00 per occurrence.**

**Province's Review of Inspection**

- 10.06 The Province shall, following receipt of the Contractor's request for inspection and acceptance, promptly audit a minimum of 20% of the Treatment Unit using the Manual Brushing Inspection Report Plot Cards. For inspection purposes, the Ministry Representative may audit the contractor's plots or establish their own plots. If the Province's inspection results are not within 5% of the Contractor's Inspection results, the Contractor shall be given the opportunity to revisit the inspection plots. The Province will then determine the acceptability of the Work completed in the Payment Area subject to the standards under this Agreement.

### **Inspection Results**

- 10.07 The Province shall calculate performance quality in accordance with the Manual Brushing Inspection Report Plot Cards and shall declare any contiguous area greater than one-tenth (1/10) hectare unsatisfactorily treated when plot quality for the plots within the area is less than the minimum acceptable standard of 90%.
- 10.08 Without limiting the rights of the Province provided for elsewhere in this Agreement with respect to contract non-compliance, when an inspection reveals plot quality is below the minimum acceptable standard of 90%, the Province shall notify the Contractor accordingly and such notice may:
- (a) specify if the Province wishes to exercise its option to require the Contractor to re-work the unsatisfactorily brushed area; and
  - (b) give the Contractor a deadline by which time brush quality must be raised to the minimum acceptable standard

### **Re-inspection Following a Notice of Unsatisfactory Work**

- 10.09 During or after a brushing deficiency noted in the previous section has been corrected, the Province shall again review the Work in the deficient area using the same procedures as for the original treatment. If any inspection of further work under this agreement indicates that quality is again below ninety (90%), the Province may terminate all or a part of this agreement.

## **Article 11: Other Assessments**

- 11.01 If after a first written warning the Contractor, his agents or employees, fail to comply with any of the standards of performance set forth in this contract, the Ministry Representative may request that the entire area be reworked to correct the situation to the satisfaction of the Ministry.

## **Article 12: Manual Brushing Inspection Report Plot Card**

- 12.01 The following is the procedure for inspecting each plot and recording the results:
1. Observing the total plot, select and flag all well-spaced crop trees of good form and vigor (whether planted or natural), regardless of whether they were satisfactorily brushed or not. Record this number in the **Total WS Crop Trees** column.  
In order for a tree to be tallied in the plot, its point of germination must lie within the plot.
  2. Assess each crop tree for treatment errors. Flag all treatment errors and note any error codes in the **Rework Errors** or **Non Rework Errors** columns as appropriate.  
Assign only one fault to an individual crop tree. If there are several faults associated with the same crop tree, assign the most serious one, noting the others in the comments section of the plot card.
  3. Enter the number of satisfactorily brushed crop trees in the **Credit Satis. Brushed** column by subtracting the number of **Rework Errors** and **Non Rework Errors** from the **WS Crop Trees**.
  4. Fill out the **Total Crop Trees To Brush** column as follows:  
If The **Credit Satis. Brushed** column is 7 or higher, copy that number into the **Total Crop Trees To Brush** column.  
If The **Credit Satis. Brushed** column is 6 or lower, copy the number from the **Total WS Crop Trees** column into the **Total Crop Trees To Brush** column.
  5. Calculate the **Plot Quality %** using the following formulas:  
$$\text{Plot Quality \%} = (\text{Credit Satis. Brushed} / \text{Total Crop Trees to Brush}) * 100$$
  6. Calculate the **Payment %** using the following formula:  
$$\text{Payment \%} = (\text{Plot Quality \%} \times 1.09) - \{[100 - (\text{Plot Quality \%} \times 1.09)]^2 / 9\}$$

### Sample Plot Card

<b>Manual Brushing Inspection Report</b>					PAGE	OF
CONTRACTOR					DATE	
OPENING #			UNIT	EXAMINER		
AREA			MIN SPACING		PLOT SIZE	
CROP TREE SPP			TARGET TREE SPP			
<b>PAY RATE DETERMINATION</b> FORMULA: $\text{Pay \%} = (\text{PQ\%} \times 1.09) - ((100 - (\text{PQ\%} \times 1.09)2) / 9)$ $\text{PQ\%} = \text{Plot Quality \%}$				<b>PLOT QUALITY % DETERMINATION</b> $\text{PQ\%} = (\text{CREDIT SATIS. BRUSHED} / \text{TOTAL CROP TREES TO BRUSH}) \times 100$		
PLOT NO.	TOTAL WS CROP TREES	REWORK ERRORS (RE)	NON REWORK ERRORS (NRE)	CREDIT SATIS. BRUSHED	TOTAL CROP TREES TO BRUSH	COMMENTS
1	7	0	0	7	7	
2	9	1-R6	0	8	8	
3	5	0	0	5	5	
4	5	1-R3	0	4	5	
5	7	0	1-NR1	6	7	Crop tree cut
6	8	0	0	8	8	
7	10	2-R6	0	8	8	
8	6	0	0	6	6	
9	7	1-R7	0	6	7	
10	9	0	0	9	9	
PLOT QUALITY % 95.7				PAYMENT % 100		
<b>FAULT CODES</b>						
<b>R1</b> – target spp leaning against crop tree <b>R2</b> – target spp partially cut or hinged <b>R3</b> – cut stump height > 15 cm <b>R4</b> – cut height of herbaceous > 5 cm <b>R5</b> – live limbs left on stump <b>R6</b> – target spp left standing				<b>R7</b> – stump angle > 30 degrees <b>R8</b> – trees felled into streams, onto roads or buffer strips <b>R9</b> – slash left on game or evacuation trail <b>NR1</b> – crop tree cut or damaged <b>NR2</b> – target tree > 10 cm cut		

#### **Article 13: Payment Plot Marking**

- 13.01 At the Contractor's discretion, GPS may be used to locate plot centers for payment plot purposes. If the Contractor chooses to use GPS to locate the plot centers, a list of payment plot coordinates must accompany the payment plot/grid map submission.
- 13.02 Plot centers must be marked on the ground with flagging, and flagged at a minimum height of 1.3m with winter weight ribbon and within 1 meter of plot center. Each plot center flag must have the plot number, the date and the initials of the pay plotter marked on it with waterproof marker.
- 13.03 All well spaced crop trees within a plot must be ribboned with summer weight ribbon. Quality faults must also be ribboned with summer weight ribbon, and in a different color than the well spaced crop trees.

#### **Article 14: Penalty and Cancellation**

- 14.01 If, in the opinion of the Province, the Contractor fails to perform or fails to comply with any of its obligations under this Agreement, the Province may, in its discretion do one or more of the following and the Contractor shall be obliged to comply:
- a) If the Contractor is unable or unwilling to treat any Treatment Unit(s), or parts thereof listed in Schedule B which the Ministry Representative considers treatable, the Province shall not pay for the untreated portion(s).
  - b) Further the Ministry Representative may penalize the Contractor by deducting from the security deposit that amount deemed necessary to manually brush the unworked area calculated by multiplying the area by an expected brushing cost of seven hundred and forty three dollars (\$743.00) per hectare.

#### **Article 15: Payment**

##### **Full Payment**

- 15.01 Where inspections pursuant to the Manual Brushing Inspection Report indicate brushing quality in a Payment Area is at least 90.0%, the Province shall pay the full Basic Payment.
- 15.02 In no case shall the Province pay more than 100% of the Basic Payment.

##### **Payment Reduction for Low Brushing Quality**

- 15.03 Where inspections pursuant to the Manual Brushing Inspection Report indicate brushing quality in a Payment Area is equal to or greater than 85.0% but less than 90.0%, the Province shall reduce the Basic Payment as per the "Pay Rate Determination Formula" on the Manual Brushing Inspection Report Plot Card.

##### **No Payment**

- 15.04 If the performance quality on all or a portion of a Payment Area is less than 85% and, in the opinion of the Province, cannot be improved to at least this level by reworking, the Province shall make no payment for the unsatisfactorily treated area.

#### **Article 16: Reports**

- 16.01 The Contractor will be evaluated upon completion of the Contract.
- 16.02 The Contractor will participate in a Contract/Contractor Evaluation (FS 688) upon completion of the contract.
- 16.03 At the completion of the project under this Agreement and within ten Business Days after brushing has been completed on the last Work Unit, the Contractor must submit to the Ministry Representative a report in both hardcopy and electronic format containing the following:
- Work Unit Summary (including dates and hectares treated)
  - Final maps for each Work Unit
  - Signed and sealed pay plot data and maps showing systematic and accurate pay plot locations;
  - Shapefiles of any untreated areas (including No Work Zones)
  - EMS documentation;
- 16.04 The Contractor shall ensure that compliance monitoring with contracts and prescriptions is effectively provided in a timely manner to ensure work is completed efficiently.

## **Article 17: Final Maps**

17.01 Final Maps of Work Units must be provided at a scale of 1:10,000 and must include the following:

- a) accurate location of treated area(s);
- b) accurate location (GPS and shapefile required) of any untreated areas, including reson the area was left untreated;
- c) Area summary detailing Treatate Area, Method of Treatment, Date(s) area was treated;
- d) Standard mapping requirements (north arrow, scale indicator, date map was produced).

17.02 Pay Plot maps must be legible and of a quality suitable for placement in the block's permanent file. Submission of field maps used for pay plot purposes do not constitute satisfactory compliance with this clause.

## **Article 18: Biodiversity**

18.01 Definitions

"Wildlife Tree" means a standing dead or live tree, designated by the Province, with special characteristics that provide valuable habitat for the conservation or enhancement of wildlife.

"Danger Tree" or "dangerous tree" means a live or dead tree, whose trunk, root system or branches have deteriorated or been damaged so as to be a potential danger to workers in the treatment unit.

18.02 Danger Trees and Wildlife Trees

a) The Contractor shall:

- i) provide a Certified Danger Tree Assessor to perform Wildlife Danger Tree Assessments on each cutblock and camp location, and leave uncut all Wildlife Trees (as determined by a Certified Wildlife Danger Tree Assessor);
- ii) Ensure all fallers are certified and ensure that there are a minimum of 2 persons on site with at least one of those persons to be a designated supervisor with the appropriate background and qualifications.
- iii) fall, in accordance with the Occupational Health and Safety Regulation and the Worker's Compensation Act, all dangerous trees prior to commencement of treatment, which will include:
  - 1) ensure each faller is a certified faller
  - 2) ensure there is a falling plan in place
  - 3) ensure that there is a miniumum of 2 persons on each site, and that all of these persons would be considered qualified assistants
  - 4) ensure each site has a qualified supervisor.
- iv) provide competent and experienced snag fallers to conduct falling of dangerous trees;
- v) fall danger trees outside the treatment unit (up to one tree length outside the boundary), at their own expense.
- vi) leave uncut all stumps, snags, and broken trees less than 5 metres in height unless deemed to be a danger tree.

- b) A No Work Zone may be established within a radius of 1.5 times the height of the Snag or Tree around any dangerous tree, which the Contractor is not able to fall safely;
- c) If the Snag or Tree is not on level ground, or only a portion of the height of the tree is considered dangerous, the width of the No Work Zone can be modified;

#### 18.03 Slash Disposal

- a) The Contractor shall not leave slash resulting from operations in streams, ditches, adjacent timber or buffer strips or on roads or fireguards. Slash in these areas must be redistributed within the treatment area.
- b) Slash must not be left piled greater than 40 cm in height from the ground.
- c) Game trails (where vegetation has been removed to the extent that bare earth is revealed through frequent use by animals) and roads shall be kept clear of slash. Slash greater than 40 cm in height and within 1 metre of either side of a game trail shall also be removed.

### **Article 19: Protection**

#### 19.01 Environmental Protection

The Contractor shall:

- a) not allow trees, debris, or any substance likely to cause pollution to be deposited at any time within any lake or stream;
- b) not allow equipment to be operated or any damage to be done within the high-water level of any stream channel;
- c) not place or cause to be placed, any obstruction or fill within the high-water level of any stream channel;
- d) remove debris deposited or caused to be deposited in any stream channel or lake.

#### 19.02 Protection Of The Forest Resources

The Contractor shall maintain all vehicle access to protect the integrity of the road surface and to prevent soil erosion and degradation to the satisfaction of the Ministry Representative. Remedial works shall be completed by the Contractor in a timely manner, or as specified, without further compensation to the Contractor.

#### 19.03 Fire Prevention

- a) The Contractor may be required to Work "early shift" should the fire hazard become too high.
- b) No smoking by any persons shall be allowed except at specified locations designated by the Ministry Representative.
- c) No burning of debris shall take place.
- d) Fire hazard assessment is deemed unnecessary due to the low risk of ignition.

### **Article 20: Property and Services Furnished by the Province**

20.01 The Ministry shall furnish the Contractor with applicable operational photos or maps with the units to be treated. The treatment boundaries shall be clearly marked on the maps.

#### **Article 21: Other Conditions**

- 21.01 Proceeding with this Contract will occur subject to funding being available.
- 21.02 The Contractor must provide written notification of completion of the Contract to the Ministry Representative during normal business hours.
- 21.03 The contractor must follow the Brushing Prescriptions (see Appendices). Any changes must be approved by the Ministry Representative.
- 21.04 No camping is allowed on Forest Service Recreation sites.



File: 10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

1. Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in Paragraph 12 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.
2. All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.
3. Where a warranty period is required by the Province under this Agreement, the Contractor shall ensure that Products and Completed Operations coverage, as applicable, shall be in force for the duration of the warranty period.
4. Insurance shall be placed with Insurers licensed to underwrite such insurance in Canada and in forms and amounts acceptable to the Province. All such insurance shall be at no expense to the Province. If the Province requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Province.
5. Notwithstanding Paragraph 6, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Ministry Representative evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Province, the Contractor shall provide certified copies of required insurance policies.
6. ICBC's Confirmation of Automobile Insurance Coverage (Form APV 47) or Confirmation of Unlicensed Vehicle Coverage (Form APV 45) may be used when applicable as evidence of Automobile Liability Insurance for vehicles or off-road vehicles used during the performance of the services.
7. The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Province. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Province.
8. Failure to provide the required insurance documentation shall result in termination of this Agreement.
9. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of renewal or new policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47 or APV45, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
10. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 12.

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

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

**a) Commercial General Liability**

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

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

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

and where such further risk exists:

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

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

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

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

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

**b) Automobile Liability**

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



## Schedule E Safety Conditions

File: 10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

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

### ARTICLE 1 OTHER SAFETY CONSIDERATIONS

#### Notice of Project

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

#### Reporting

- 1.04 The Contractor must immediately submit written notice to the Province on all matters reported to WorkSafe BC by the Contractor or the Contractor’s Subcontractors. The written notice must include all information necessary to allow the Province to adequately collect and address safety or other related incidences, and will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else’s opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).
- 1.05 Where a Party brings safety concerns to the attention of the other Party, the Party will give full consideration to the issues raised. Where the Contractor receives safety concerns from the Province, the Contractor will provide the Province with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.
- 1.06 Upon the Province’s request, the Contractor or any of its Subcontractors must provide evidence to the satisfaction of the Province that the Contractor or its Subcontractor(s) has:
  - (a) an effective business process in place to:
    - i) remedy any workplace conditions that are hazardous to the health or safety of the employer’s workers including safe work practices and procedures;
    - ii) ensure that the employer’s workers:
      - A. are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work;
      - B. are made aware of their rights and duties under the *WC Act* and its regulations.

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

## **ARTICLE 2 PRIME CONTRACTOR PROVISIONS**

2.01 The Contractor acknowledges, agrees, and warrants that:

- (a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with the Province and shall carry out the duties described therein, where any of the following conditions exist:
  - (i) the Province gave notice that the Successful Bidder would be the Prime Contractor;
  - (ii) the Province designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;
  - (iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

- (a) upon request, the Contractor must satisfy the Province that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the *WC Act* and its regulations; and
- (b) the Province provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and
- (c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or
- (d) the Province may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, the Province creates a multiple employer workplace

and designates the Contractor to be the Prime Contractor.

- 2.03 The Province may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.
- 2.04 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies in writing to the Ministry Representative.

### **ARTICLE 3 HAND FALLING**

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



**Natural Resource  
Ministries**

## Schedule F - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-40/FN21TGE004	THIS AGREEMENT DATED FOR REFERENCE THE 16th DAY OF JUNE 2020.
FOR: MANUAL BRUSHING IN THE MACKENZIE NATURAL RESOURCE DISTRICT The "Activity / Treatment" and the "Work Location"	

**BETWEEN:**

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

**BC Timber Sales – Prince George Business Area**  
**2000 South Ospika Blvd., Prince George BC V2N 4W5**

**Phone Number: (250) 614-7400..... FAX Number: (250) 953-0413**  
**E-mail Address: Forests.PrinceGeorgeTimberSalesOffice@gov.bc.ca**

(the "Province")

**AND:**

**Sasuchan Development Corporation**  
**300 – 1777 3<sup>rd</sup> Avenue, Prince George BC V2L 3G7**

**Phone Number: (236) 423-0909..... FAX Number: (236) 423-0910**  
**Business E-mail Address: executive@sasuchan.ca**

**Coordinator: Andrew Groom**  
**Business Number: 784119091BC0001**  
**WorkSafe BC 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 16, 2020, identified as Agreement Number FN21TGE004 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 1, 2020 to March 1, 2021 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;

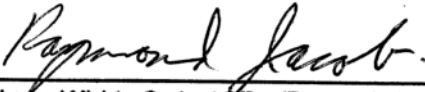
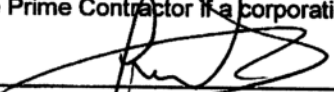
- (c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;
- (d) when requested, provide the following to the Ministry Representative:
  - 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)	(Prime Contractor or Authorized Signatory)
Raymond Jacob	Printed Name <u>Thomas Lewis</u>
Dated this <u>23</u> day of <u>June</u> , 20 <u>20</u>	Dated this <u>17</u> day of <u>June</u> , 20 <u>20</u>



Natural Resource Ministries

## Schedule G SAFE Certification Requirements

File: 10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

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

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

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



**Schedule "H"**  
**BC Timber Sales –**  
**Environmental Management**  
**System**

File:10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

**PART A – Contract Clauses**

1. The Contractor must comply with, and must ensure that Contractor's employees, agents, and subcontractors working on the contract's field work sites ("the Place of Work"), comply with the requirements of the Environmental Management System (EMS) pertaining to the Contract in Table 1 of this Schedule, and which is available on the BC Timber Sales website at: [\[BC Timber Sales Forest Certification\]](#),
2. The Contractor must ensure that those EMS documents specified as "Required On-site" in Table 1 of this Schedule are made available in a location accessible to the Place of Work to be viewed and read by the Contractor and the Contractor's employees, agents, and subcontractors.
3. The Contractor must, before commencing operations on the Place of Work, notify the Ministry Representative of the name
  - (a) of the person(s) who will be responsible for supervising operations on those sites and who will be present on site at all times ("the Supervisor"), and
  - (b) an alternate(s) should the Supervisor not be on site,and after beginning operations must notify the Ministry Representative of any change to the Supervisor referred to in subparagraph (a) of this paragraph, or alternate, within 5 days of making the change.
4. The Contractor must achieve and maintain, and must ensure that the Contractor's employees, agents, and subcontractors working on the Place of Work, achieve and maintain training as specified in the BCTS "LPC Training Matrix".
5. The Contractor must maintain documentation of the training received by the Contractor and the Contractor's employees, agents, and subcontractors sufficient to allow the Ministry Representative to determine whether the Contractor is in compliance with paragraph 3, above. The documentation must contain, but is not limited to:
  - (a) the name of the person(s) completing the training,
  - (b) the training course name, and
  - (c) the date that the training course was completed.
6. The Contractor must conduct pre-works and inspections of its operations for conformance with the Contract, associated permits, plans, the BCTS EMS and compliance with legislation.
7. Where operations do not conform or comply with the requirements of the Contract, associated permits, plans, the BCTS EMS and legislation, the Contractor must make appropriate corrections and corrective actions.

8. The Contractor must document and report EMS incidents in accordance with the BCTS EMS, identifying:
  - (a) the date and time of the incident,
  - (b) location of the incident,
  - (c) description of the incident,
  - (d) impact(s),
  - (e) contributing factors,
  - (f) action taken, and
  - (g) agencies to which the incident was reported.
9. The Contractor must maintain documentation of pre-work meetings and inspections of its operations, including documentation that operations are conforming and complying with the requirements of the Contract, associated permits, plans, the BCTS EMS and legislation, that appropriate corrections and corrective actions have been taken, or are taking place, and all EMS incidents, and make that documentation available to the Ministry Representative upon request.
10. The Contractor may be audited by a BCTS internal auditor and/or an independent third party auditor for conformance with the requirements of the BCTS EMS, related SFMPs and compliance with legislation, and must:
  - (a) provide Contractor's and Contractor's employees, agents, and subcontractors reasonable time and resources at the Contractor's expense for such audits, and
  - (b) make appropriate corrections and corrective actions to address non-conformities identified by the audit.

## **PART B – Environmental Emergency Response Plan**

1. The Contractor must, before commencing operations at the Place of Work, prepare an eERP consistent with the BCTS "LPC eERP Template" and must submit such plan to the Ministry Representative upon request.
2. The Contractor must conduct operations at the Place of Work in accordance with its eERP.
3. The Contractor must:
  - (a) maintain a spill kit for every operation involving the use of hazardous materials as specified in the BCTS "EFP 06 Fuel Handling" on the Place of Work, and
  - (b) ensure that the Contractor's employees, agents, and subcontractors have been trained in the use of that spill kit.
4. The Contractor must ensure that the Contractor and the Contractor's employees, agents, and subcontractors conduct operations at the Place of Work in compliance with the Wildfire Act and the Wildfire Regulation.
5. The Contractor must:
  - (a) conduct drills and, if required, tests for environmental emergency preparedness and response in accordance with the BCTS EMS, and
  - (b) maintain documentation of drills and tests referred to in subparagraph (a) in accordance with the BCTS EMS and in a location accessible to the Place of Work, and make that documentation available to the Ministry Representative upon request.

**Table 1: BCTS EMS Pertaining to the Contract**

<b>Provincial EMS</b>	<b>Version</b>	<b>Required On-site (Yes/No)</b>
BC Timber Sales Environmental Policy	December 5, 2012	No
BC Timber Sales Sustainable Forest Management Policy	December 5, 2012	No
BCTS Environmental Management System EMS Tailgate Training	June 1, 2018	Yes
CHK-004 Silviculture Pework Report	June 1, 2018	Yes <sup>1</sup>
CHK-009 EMS Incident Report Form	April 1, 2018	Yes
CHK-010 Environmental Emergency Response Test/Drill Report Form	April 1, 2016	Yes <sup>1</sup>
CHK-011 BCTS Client Self Inspection Report	April 1, 2016	Yes
EFP 01 General	April 1, 2016	Yes <sup>1</sup>
EFP 02 Project Supervision	April 1, 2016	Yes <sup>1</sup>
EFP 06 Fuel Handling	April 1, 2018	Yes <sup>1</sup>
EMS Manual (Chapters 7-13; Procedures pertaining to Licensees / Permittees / Contractors)	July 1, 2018	No
ER Test-Drill Guide (Guide for Conducting Environmental Emergency Response Tests/Drills for Fires, Spills and Erosion Events)	April 1, 2012	Yes <sup>1</sup>
Glossary	April 1, 2019	No
LPC eERP Template (Environmental Emergency Response Plan for BCTS Client Use)	July 1, 2018	Yes
Sustainable Forestry Initiative (SFI) Client General Awareness Document	August 1, 2015	Yes
Table 008-1 (LPC Training Matrix)	April 1, 2018	Yes
Table 008-1A (LPC Training Summary)	April 1, 2018	Yes
<b>Business Area EMS Documents</b>	<b>Version</b>	<b>Required On-site (Yes/No)</b>

<sup>1</sup> Note to BCTS staff: Include in table if document is applicable to the Contract. Delete if not applicable.



## SCHEDULE "I"— Subcontracting Schedule

File: 10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

### ARTICLE 1 GENERAL PROVISIONS

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

### ARTICLE 2 INSPECTION BY THE CONTRACTOR

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

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

**ARTICLE 3 APPROVED SUBCONTRACTORS**

- 3.01 Before commencement of any work, and by the date requested, the Contractor must provide a list of subcontractors and the phase or portion of work to be performed by each of them to the Province for approval.
- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



## SCHEDULE J Camp Standards

Contract/File No.:10005-40/FN21TGE004

Attachment to the Agreement with Sasuchan Development Corporation for Manual Brushing in the Mackenzie Natural Resource District.

### ARTICLE 1 DEFINITIONS

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

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

### ARTICLE 2 COMPLIANCE WITH THE LAW

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

### ARTICLE 3 APPLICATION

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

### ARTICLE 4 ACCOMMODATION REQUIREMENTS

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

## ARTICLE 5 INSPECTION

### Right to Inspect

- 5.01 The Tobacco Enforcement Officer, Health Officer, WorkSafe BC Inspector, or Contract Representative may inspect a camp at any time or in the event of non-compliance with the Contract Documents, action may be taken against the Contractor either under this Agreement, under the *Public Health Act* or under WorkSafe BC Regulations. Action may include financial penalties, camp closure, or contract termination as described below.

### Assessments

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

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

### Termination

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

## ARTICLE 6 STANDARDS

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

### Supervision

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

### **Water Supply**

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

### **Campsite**

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

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

- 6.14 Where the Contractor provides tents or other temporary membrane structures (the "Structures") for sleeping accommodations for the short-term camp, it must ensure the Structures:
- (a) having an area in excess of 18 square meters are inspected by a fire official for approval;
  - (b) are not located within 6 meters of buildings, parked vehicles, internal combustion engines, or other tents or temporary membrane structures. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the Structures;
  - (c) are adequately braced and anchored to prevent weather-related collapse, including their appurtenances;
  - (d) are, including canopies, composed of flame-resistant material or shall be treated with a flame retardant in an approved manner;

- (e) flammable-liquid-fuel equipment shall not be used in the Structures or canopies;
  - (f) flammable and combustible liquids shall be stored outside in an approved manner not less than 15 meters from the Structures or canopies;
  - (g) there is sufficient ventilation to prevent the accumulation of disagreeable odours and condensation;
  - (h) are enclosed and weatherproof and provide adequate artificial or natural lighting;
  - (i) floors are of a smooth, easily cleanable finish and kept clean;
  - (j) there is adequate floor space to prevent overcrowding
    - (i) any two persons of opposite sex and not being persons living together as common-law or married are not required to sleep in the same room;
    - (ii) an unobstructed clearance of at least 0.6 m between beds, and 1.0 m between each bed and the ceiling;
  - (k) individual dry storage space for personal possessions and clothing for each employee;
  - (l) no room used for sleeping accommodation is used for drying clothes;
  - (m) a moisture barrier (ground sheet) must be used where the bedding is not elevated 30 cm or more above the ground;
  - (n) mattresses and pillows that are supplied at a camp must be encapsulated by a water proof barrier to ensure they remain in a sanitary condition.
  - (o) all mattresses, sheets, pillows, pillow cases, blankets and bed covers are kept in a clean and sanitary condition and laundered to keep them sanitary and before each new user.
- 6.15 Bunkhouses or dwelling houses used for sleeping accommodations must also comply with the Industrial Camps Health Regulation.

#### **Communicable Diseases**

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

#### **Kitchen and Meals**

- 6.17 As per the Food Premises Regulation, the Contractor must obtain the approval of the Health Authority and an operating permit for all Food Premises and the Contractor must comply with all conditions of the operating permit.
- 6.18 The Contractor shall ensure:
- (a) A kitchen or food preparation area shall be provided for that exclusive use and shall be separate from any other room. This room must be constructed so as to deter the entry of insects and vermin. Walls shall be smooth, durable, non-absorbent and maintained in a clean condition. Kitchens shall be supplied with smooth durable, non-absorbent, easily cleanable floors.
  - (b) A balanced diet of sufficient quantity shall be provided for the workers by the Contractor.
  - (c) Hand basins with hot and cold water, soap and disposable towels shall be provided in a location convenient to the kitchen area for the use of food handlers.
  - (d) Eating or drinking utensils shall be thoroughly cleaned and sanitized after each consecutive use. Personal water bottles, supplied by the Contractor, shall be cleaned daily.
  - (e) Food preparation and dining surfaces shall be finished with a smooth, durable, non-absorbent surface and shall be kept clean and sanitized.
  - (f) Utensils shall be scraped, washed clean and sanitized after each usage as follows:

- i) first sink - wash in warm water (43°C/110°F) with detergent;
- ii) second sink - rinse in clear warm water (43°C/110°F);
- iii) third sink - sanitize by immersion in warm clean water containing 100-ppm chlorine (1 tablespoon of unscented bleach per gallon of water);
- iv) air dry on clean non-absorbent surface.

### **Dining Room**

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

### **Food Handlers**

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

### **Food**

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

### **Food Equipment**

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

### **Food Safety Management**

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

### **Sanitary Facilities**

- 6.27 The Contractor shall provide enclosed, hot water showers, which are screened from view to ensure that employees can conveniently maintain personal hygiene. Each shower shall have an adjacent dressing area. Construction shall include smooth, easily cleanable floors and walls.

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

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

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

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

#### **Dry Room**

- 6.38 A heated dry room for the exclusive purpose of drying clothes shall be provided separate from the food preparation and serving areas.



December 1, 2011

Mike Falkiner  
Executive Director  
BC Timber Sales

Dear Mr. Falkiner:

I am writing to you with respect to concerns arising out of complaints filed by some employees in the silviculture industry. As you are aware, the mandate of the Employment Standards Branch (the Branch) includes ensuring that employees in British Columbia receive at least basic standards of compensation and conditions of employment. The *Employment Standards Act* (the Act) sets out not only what wages must be paid, but also the time period in which those wages are to be paid.

In investigating these complaints, it has become apparent that some silviculture contractors are paying the correct amount of wages owed but are failing to pay those wages in a timely manner. In some instances, it would appear wages are not being paid until the contractor has been paid by the party who tendered the contract. The Act requires that an employer must pay wages at least semi-monthly, and all wages earned must be paid within 8 days after the end of the pay period. This requirement applies regardless of any financial difficulties a silviculture contractor is experiencing as a result of any particular contract. The Employment Standards Branch will not accept financial hardship as an excuse for late payment of wages.

I am requesting that you include this information with the silviculture contractors' tender packages you send out, to remind all contractors of their obligation to pay wages in a timely fashion. The Branch receives complaints from tree planters or third parties and may undertake audits even without a complaint being filed. The Branch takes the position that employers who are late in paying wages are in contravention of the Act. In such instances employers will be subject to an administrative penalty for the delayed payment. Under the Act, the penalty for a contravention starts at \$500 for the first occurrence and escalates to a maximum of \$10,000.

---

Ministry of  
Labour, Citizens' Services  
and Open Government

Office of the Director

Mailing Address:  
PO Box 9570 Stn Prov Govt  
Victoria, British Columbia  
V8W 9K1

Location:  
Ste. 200, 880 Douglas St.  
Phone: 250 387-3300  
Fax: 250 356-1886

As you are aware, delaying payment of wages for extended periods of time can make it more difficult for employees to recover those wages. It is important that information regarding a contractor's failure to pay wages reaches the Branch in a timely fashion, whether it is received by way of complaint from employees or third parties.

I recognize that the silviculture contractors will want to ensure they comply with the provisions of the Act and are interested in supporting a level playing field amongst all employers in the industry.

If you or any silviculture contractor have any questions about the Act and/or how it applies, they can phone our toll-free number at 1-800-663-3316 or 250-612-4100 from within the Prince George area or outside the province.



Chris Johnson,  
Executive Director, Employment Standards Branch  
Ministry of Labour, Citizens' Services and Open Government

## DIRECT AWARDS - NEW CONTRACTS AND MODIFICATIONS

### Rationale and Written Justification

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

### 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.

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

Contract/File No: FN21TGE004

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

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

Contract Manager (coordinator): Lucas Wilford

Full Legal Name of Contractor: Sasuchan Development Corp

Description of Service or Works: Manual Brushing

### **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):

This direct award contract offering meets the following Core Policy Directive:

“The direct award of a Shared Cost Arrangement must meet a direct award condition of 6.3.3 a (1), or be:

- Financial assistance provided to a specified target group or population (e.g., a First Nation..., “

### **NEW DIRECT AWARD VALUE**

**Contract Value:** \$Estimated \$50,000.00

**Term Start Date:** June 1, 2020

**End Date:** March 1, 2021

### **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. 206 Direct Award - Other Corp. Policy or Legislation

### **RATIONALE**

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

Sasuchan Development Corp is a firm owned by Takla Lake First Nation. BCTS TPG seeks pre-approval to direct award (Standard Term) a contract for Manual Brushing for **\$49,598.89**. Anticipated start up for this contract would be June of 2020. The per unit rate for this contract per ha have been outlined in the schedule B-1.

Consistent with the BCTS First Nations Relationship Strategy, the award of this contract is supported by the following rationale:

- This direct award contract will contribute to further building our relationship with Takla Lake First Nation.
- This contract will result in Sasuchan expanding their capabilities to silviculture work in the Business Area. This will result in an increased capacity to undertake forestry work as a new skill set is developed via this contract.
- This contract will also create opportunity to further enhance the current business to business agreement that BCTS is working on with Takla Lake First Nation in relation to disposition agreement volume.
- The contract will directly support BCTS silviculture obligations by carrying out Manual Brushing which will help us achieve our Free Growing milestones.

**Cost Estimate:**

The estimate for completing the 53.88 ha proposed for this contract is \$920.20 for A63475-5 and \$920.20 per hectare for A63479-2 for a total contract value of \$49,598.89. This estimate was derived from actual manual brushing costs in Mackenzie for the past 6 years. It was considered reasonable to use this long a time frame as prices have varied greatly over this time period. The details of the calculation are contained in the attached spreadsheet.

**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</b> 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
<b>1</b>	<b>Manual Brushing</b>	<b>\$49,598.89</b>	<b>0AT</b>	<b>TGE</b>	<b>42558</b>	<b>6001</b>	<b>FN21TGE004</b>
<b>2</b>		\$					
<b>3</b>		\$					
<b>4</b>		\$					

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

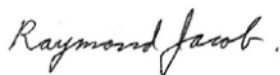
List all other directly awarded contracts made to this contractor in the Last 12 Months.

Description & Location of Work	Contract Value	Contract Term Dates
<b>FN20TGE007 – Multiphase Development</b>	\$732,300.00	Term Start Date: <u>Aug. 15, 2019</u> End Date: <u>March 1, 2020</u>
<b>FN20TGE007 YR2 – Multiphase Development</b>	\$739,623.00	Term Start Date: <u>March 1, 2020</u> End Date: <u>March 1, 2021</u>
	\$	Term Start Date: End Date:
	\$	Term Start Date: End Date:
	\$	Term Start Date: End Date:
	\$	Term Start Date: End Date:

## APPROVALS

☒ **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

March 27, 2020

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

Raymond Jacob

Printed Name of Expense Authority

---

☒ **Timber Sales Manager**

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 Timber Sales Manager

May 6, 2020

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

Len Stratton

Printed Name of Timber Sales Manager

---