



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

Consulting and General Services Contract

CONTRACT/FILE NO: 10005-40/PD21TBF001	THIS AGREEMENT DATED FOR REFERENCE THE 23 rd DAY OF JULY 2020.
PROJECT DESCRIPTION: HYDROLOGY SERVICES, CHINOOK AND STRAIT OF GEORGIA BUSINESS AREAS	

BETWEEN:

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

CHILLIWACK BC TIMBER SALES OFFICE, CHINOOK BUSINESS AREA
46360 AIRPORT ROAD, CHILLIWACK, BC V2P 1A5

Phone Number: 604-702-5700.....FAX Number: 604-702-5711
Ministry Representative: Stephan Bernhard, Planning Forester
E-mail Address: stephan.bernhard@gov.bc.ca

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

AND:

POLAR GEOSCIENCE LTD.
1005 BALSAM PLACE, SQUAMISH BRITISH COLUMBIA V8B 0W1

Phone Number: (604) 815-4548 FAX Number: N/A
E-mail Address: LARS@PGEO.CA
Contractor Representative: Lars Uunila, P.Geo., President
Business Number: 849671615BC0001
WorkSafe BC and/or Personal Optional Protection Number: 751645

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

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

The Province and the Contractor agree as follows:

ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "**Business Day**" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "**Material**" means the Produced Material and the Received Material;

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

ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

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

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Payment
Schedule 'C'	Safety Conditions
Schedule 'D'	Insurance
Schedule 'E'	Prime Contractor Agreement
Schedule 'F'	Environmental Management System
Schedule 'G'	SAFE Certification
Schedule 'H'	Subcontracting
Appendix I	Assignment of CopyRight
Appendix II	Waiver of Moral Rights
Appendix III	Maps
Attachments	- Statement of Qualifications and Experience - Tender Quality Feedback Form

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

ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including the date of the final signature on this contract to and including March 19th 2021 inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.
- 4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.
- 4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

ARTICLE 5 PAYMENT

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

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:
- (a) except to the extent you have previously disclosed otherwise in writing to us:
 - (i) all information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

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

ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY

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

ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY

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

Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under Section 8.04 (a).

ARTICLE 9 RECORDS AND REPORTS

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

ARTICLE 10 AUDIT

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

ARTICLE 11 INDEMNITY AND INSURANCE

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

ARTICLE 12 FORCE MAJEURE

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.

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

ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS

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

ARTICLE 14 TERMINATION

- 14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.
- 14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:
- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
 - (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

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

ARTICLE 15 DISPUTE RESOLUTION

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

ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
 - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - (d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.

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

ARTICLE 17 INTERPRETATION


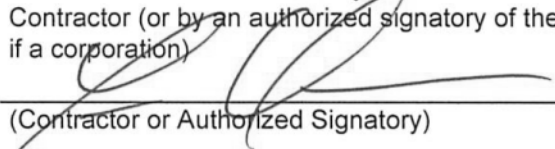
- 17.01 In this Agreement:
- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
 - (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
 - (c) "includes" and "including" are not intended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

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

ARTICLE 18 EXECUTION AND DELIVERY

18.01 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in Section 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the 	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
Peter Barss, Planning Officer	Lars Uunila, President
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this <u>29</u> day of <u>July</u> , 20 <u>20</u>	Dated this <u>28TH</u> day of <u>JULY</u> , 20 <u>20</u>



Schedule A - Services

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Provide consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Area.

These services may include, but shall not be limited to the following:

Required Watershed Assessments:

- a. Submit watershed assessments for review and approval by staff within the Ministry of Forests, Lands and Natural Resource Operations that consider the *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector*, January 2020 guidelines and follow methods outlined in the *Coastal Watershed Assessment Procedure Guidebook version 2.1*, or where agreed to by BCTS using updated methods supported by new information. Assessments should describe the past and future effects of forestry development associated with harvest rate of cut and cumulative effects within drainage areas and recommend, and should provide the following deliverables:
 - i. An assessment of watershed peak flow and hydrological recovery, including appropriate allowances for harvest levels and road building on a watershed basis.
 - ii. A Sediment Source Survey
 - iii. A Reconnaissance Channel Assessment Procedure
 - iv. A Riparian Assessment
 - v. A Watershed Report Card
 - vi. Professional recommendations related to forest development, best management practices and cumulative effects.
- b. Prepare a Watershed Risk Management Framework that guides the appropriate content of a watershed or hydrological assessments, and includes elements to address government's objectives, procedures for considering cumulative hydrological effects, a Business Area risk management framework and integration of the needs of licensed waterworks. This project is to align BCTS operations with guidance provided in the joint professional practices guidelines for *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector* (Jan. 14, 2020) and will be complementary to the recently completed Terrain Risk Management SOP.

On an as and when required basis:

- c. Provide guidance to BCTS staff and contractors or others on various hydrology issues consistent with BCTS requests.

SCHEDULE A

SERVICES (Continued)

- d. Provide field assistance and guidance on hydrology-related issues.
- e. Conduct streamflow assessments (including channel morphology, discharge, and water quality sampling) before, during and after BCTS or contractor operations to determine baseline, natural range of variability, and subsequent operational impacts.
- f. Prepare and carry out watershed level plans and associated monitoring.
- g. Provide advice on hydrology related practices, taking into consideration all factors (windthrow, soils, harvest and road construction techniques, etc.).
- h. Advise on and develop recommendations and best management practices as needed for harvest and road construction to address hydrology issues.
- i. Provide hydrological expertise in public or stakeholder meetings BCTS may be involved in.
- j. Develop and provide field training to BCTS staff, contractors or others as required.
- k. Develop recommendations or reports for either operational or planning purposes, as directed by the contract officer or designate.
- l. Monitor hydrological issues before, during and after harvest or road building.
- m. Liaise with appropriate regulatory agencies with regard to policy, laws, regulations and permitting associated with contract work.
- n. The proponent may either be engaged by BC Timber Sales for certain of these functions or alternatively the proponent's name may be put forward as the recommended source of information or expertise, in the event that another proponent or contractor doing work for BC Timber Sales, Chinook or Strait of Georgia requires these services.

Due to the nature of the 'as and when required' work, an expectation of general work timelines is as follows: It is expected that any field work be completed within six weeks of being contacted to do the work. Following the field work, any reports will be submitted in draft form within one month, and a final report will be submitted within a week following review by BCTS or other Ministry Professionals. Changes to any of the expected timelines may be made if discussed and mutually agreed upon by both parties.

2. KEY PERSONNEL

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

- Hydrologist: Lars Uunila, PGeo., Senior Hydrologist, Polar Geoscience Ltd.
- Assistants: Polly Uunila, PGeo., Senior Geoscientist and Terrain/Soil Specialist, Polar Geoscience Ltd.
Randy Spyksma, RPF, Planning Foresters, Forsite Consultants Ltd.
Lauren Fernie, RPF, Planning Foresters, Forsite Consultants Ltd.
Steven Smyrl, MSc., Forsite Consultants Ltd.
Russell Thorsteinsson, BSc., FIT, Forsite Consultants Ltd.
Cole Levesque, Forsite Consultants Ltd.
Derek Brzoza, ASCT, Project Field Assistant, Rain to River Consulting

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

3. OPTION TO RENEW

This Agreement may be renewed for a further Term of **twelve (12) months** by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by the Province. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

SCHEDULE A

SERVICES (Continued)

4. CONSULTING AND PROFESSIONAL INDEMNITY

The Contractor and the Province agree that Section 11.01 of the Agreement is deleted and replaced with the following:

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.

5. COVID -19

The Contractor will provide BCTS staff a copy of their COVID-19 Infection Prevention and Control Plan upon request



Schedule B – Contract Payment

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

1. Fees

- 1.01 Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on the Unit of Measure in the following table.

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity. (Hours)	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Field Hourly Rate – Hydrologist	Hours	125	s.21	
2	Field Hourly Rate – Assistant	Hours	125		
3	Office Hourly Rate – Hydrologist	Hours	185		
4	Office Hourly Rate -- Assistant	Hours	200		
Total Estimated Bid Price:					\$53,996.25

Marshalling Point: Address of the Contractor's Office or the approved BCTS accommodation.

Field Rate: (hydrologist/assistant) applies to fieldwork and meetings, calculated as the time between leaving the marshalling point and time returning to the marshalling point. Rate to include, mileage, meals, and field equipment.

Office Rate: applies to all office work including report writing, and GIS. (Administrative time is not billable).

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.01, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$53,996.25** without the prior written approval of the Ministry Representative.

SCHEDULE B

CONTRACT PAYMENT

2. Expenses

- 2.01 We will pay you the following expenses exclusive of goods and services tax ("GST") or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
 - (b) in our opinion, necessarily incurred by you in providing the Services; and
 - (c) payable expenses in accordance with this agreement:
 - i. Pre-approved expenses for:
 - a. accommodation for travel greater than 32 kilometres away from **1005 Balsam Place, Squamish**, British Columbia.
 - b. travel by BC Ferries
 - c. travel by passenger vessel,
 - d. travel by helicopter
- 2.02 In no event will expenses payable to you, in accordance with this Schedule, exceed, in total: **\$30,000**.
- 2.03 We will pay you the following:
- (a) Expenses incurred associated with additional health and safety measures related directly to COVID-19 up to and including a maximum amount of **\$5,399.63** (receipts required where applicable).

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 **\$89,395.88**.

4. Holdback from Payment

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

5. Submission of Statement of Account

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us.
- 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 field and office 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;

SCHEDULE B

CONTRACT PAYMENT

- (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 All invoices must be submitted on the invoice template supplied by BC Timber Sales, Chinook Business Area.

Invoices must be submitted electronically to: TCH.Invoices@gov.bc.ca



Schedule C Safety Conditions

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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.



Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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:

☒ 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:

☒ Not applicable

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

b) Automobile Liability

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

c) Professional Errors and Omissions Liability

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



Natural Resource Ministries

Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-40/PD21TBF001	THIS AGREEMENT DATED FOR REFERENCE THE 23 rd DAY OF JULY 2020.
FOR: Consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Areas. The "Activity / Treatment" and the "Work Location"	

BETWEEN:

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

CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA
46360 AIRPORT ROAD, CHILLIWACK BC V2P 1A5

Phone Number: (604) 702-5700..... FAX Number: (604) 702-5711

E-mail Address: Stephan.Bernhard@gov.bc.ca

(the "Province")

AND:

POLAR GEOSCIENCE LTD.
1005 BALSAM PLACE, SQUAMISH BRITISH COLUMBIA V8B 0W1

Phone Number: (604) 815-4548..... FAX Number: N/A

Business E-mail Address: LARS@PGEO.CA

Coordinator: Lars Uunila, President
Business Number: 849671615BC0001
WorkSafe BC Number: 751645

(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#
Forsite Consultants Ltd.	330 42 nd Street, SW, Salmon Arm BC	V1E 2Y9
Derek Brzoza, Rain to River Consulting	#105-2388 Triumph Street, Vancouver BC	V5L 1L5

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.01 The Parties entered into the agreement dated for reference the 23rd of July 2020, identified as Agreement Number PD21TBF001 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 23rd 2020 to March 19th 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:

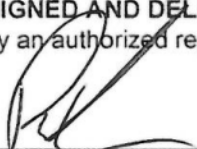
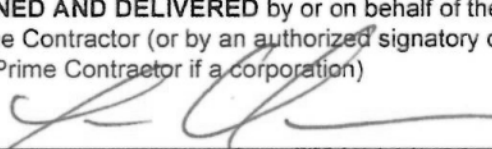
- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
- (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
- (c) 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;

DISTRIBUTION:

Contract File, Prime Contractor, and all Affected Parties

- (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.
- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.
- 5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation) 
(Authorized Ministry Contract Officer/Expense Authority) Peter Barss, Planning Officer	(Prime Contractor or Authorized Signatory) Lars Uunila, President
Dated this <u>29</u> day of <u>July</u> , 20 <u>20</u>	Dated this <u>28</u> day of <u>July</u> , 20 <u>20</u>



Schedule F

BC Timber Sales – Environmental Management System

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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

Provincial EMS	Version	Required On-site (Yes/No)
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-001 Consulting Services Prewrite Report	April 1, 2018	Yes ¹
CHK-002 Access Prewrite Report	April 1, 2018	Yes ¹
CHK-009 EMS Incident Report Form	April 1, 2018	Yes
CHK-011 BCTS Client Self Inspection Report	April 1, 2016	Yes
EFP 01 General	April 1, 2016	Yes ¹
EFP 02 Project Supervision	April 1, 2016	Yes ¹
EMS Manual (Chapters 7-13; Procedures pertaining to Licensees / Permittees / Contractors)	July 1, 2018	No
Glossary	April 1, 2019	No
LPC eERP Template (Environmental Emergency Response Plan for BCTS Client Use)	April 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



Natural Resource Ministries

Schedule G SAFE Certification Requirements

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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"— Subcontracting Schedule

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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:
The Contractor shall inspect the subcontractors work to ensure that all deliverables and standards as outlined in the contract documents have been achieved.
- 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.

Cole Levesque, GIS	Forsite Consultants Ltd.	GIS/Mapping Services
Derek Brzoza, AScT	Rain to River Consulting	Project Field Assistant
Lauren Fernie, RPF	Forsite Consultants Ltd.	Project Field Assistant
Randy Spyksma, RPF	Forsite Consultants Ltd.	Project Field Assistant
Russ Thorsteinsson, BSc. FIT	Forsite Consultants Ltd.	GIS/Mapping Services
Stephan Smyrl, MSc.	Forsite Consultants Ltd.	GIS/Mapping Services

- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



Natural Resource Ministries

Acknowledgment of Assignment of Copyright

File: 10005-40/PD21TBF001

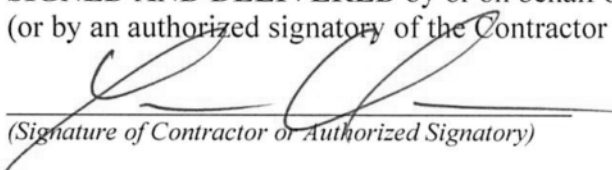
Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

I, Lars Uunila, of Polar Geoscience Ltd.,
(Name of Individual) (Name of Firm/Company)

(the Contractor), for good and valuable consideration, payable pursuant to an Agreement dated July 23rd 2020 with Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the Province), do hereby acknowledge, confirm, and perfect the assignment to the Province all of my rights in the Copyright in the Produced Material described in the Agreement referred to above.

Executed at SQUAMISH, BC, this 28TH day of JULY, 2020.

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


(Signature of Contractor or Authorized Signatory)

LARS UUNILA, P.Geo.
(Printed Name of Contractor or Authorized Signatory)



Natural Resource Ministries

Waiver of Moral Rights

File: 10005-40/PD21TBF001

Attachment to the Agreement with **Polar Geoscience Ltd.** for **Hydrology Services, Chinook and Strait of Georgia Business Areas.**

I, LARS MUNILA,
(Name of Individual)

(check one) ☒ employee

☐ sole proprietor

☐ contractor

☐ subcontractor

☐ subcontractor's employee

of POLAR GEOSCIENCE LTD.,
(Name of Firm/Company)

and an author of the Produced Material, as that term is defined in the Agreement in consideration of my employment, hereby waive, in favour of Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the Province), all my moral rights established under the *Copyright Act*, as amended from time to time, in the Produced Material described as

I further agree not to institute legal proceedings against the Province, or its servants, agents or employees with respect to these moral rights.

Executed at SQUAMISH, BC, this 28TH day of JULY, 2020.

SIGNED AND DELIVERED by or on behalf of
the individual waiving their moral rights:

[Signature]
(Signature of Individual Waiving Moral Rights)

LARS MUNILA, P. Geo.
(Printed Name of Individual Waiving Moral Rights)



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

Schedule B – Contract Payment

Dated for Reference March 11, 2021

File: 10005-40/PD21TBF001

Attachment to the Agreement with **Polar Geoscience Ltd.** for **Hydrology Services, Chinook and Strait of Georgia Business Areas.**

1. Fees

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

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity. (Hours)	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$. ^{cc} Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Field Hourly Rate – Hydrologist	Hours	125	s.21	
2	Field Hourly Rate – Assistant	Hours	125		
3	Office Hourly Rate – Hydrologist	Hours	185		
4	Office Hourly Rate -- Assistant	Hours	200		
Total Estimated Bid Price:					\$54,537.70

Marshalling Point: Address of the Contractor's Office or the approved BCTS accommodation.

Field Rate: (hydrologist/assistant) applies to fieldwork and meetings, calculated as the time between leaving the marshalling point and time returning to the marshalling point. Rate to include, mileage, meals, and field equipment.

Office Rate: applies to all office work including report writing, and GIS. (Administrative time is not billable).

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.

SCHEDULE B

CONTRACT PAYMENT

- 1.03 Notwithstanding Clause 1.01, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$54,537.70** without the prior written approval of the Ministry Representative.

2. Expenses

- 2.01 We will pay you the following expenses exclusive of goods and services tax ("GST") or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
 - (b) in our opinion, necessarily incurred by you in providing the Services; and
 - (c) payable expenses in accordance with this agreement:
 - i. Pre-approved expenses for:
 - a. accommodation for travel greater than 32 kilometres away from **1005 Balsam Place, Squamish**, British Columbia.
 - b. travel by BC Ferries
 - c. travel by passenger vessel,
 - d. travel by helicopter

- 2.02 In no event will **expenses** payable to you, in accordance with this Schedule, exceed, in total: **\$16,000.00**.

- 2.03 We will pay you the following:

- (a) Expenses incurred associated with additional health and safety measures related directly to COVID-19 up to and including a maximum amount of **\$5,399.63** (receipts required where applicable).

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 **\$75,937.33**.

4. Holdback from Payment

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

5. Submission of Statement of Account

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us.
- 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 field and office 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;

SCHEDULE B

CONTRACT PAYMENT

- (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 All invoices must be submitted on the invoice template supplied by BC Timber Sales, Chinook Business Area.

Invoices must be submitted electronically to: TCH.Invoices@gov.bc.ca



SCHEDULE "H"— Subcontracting Schedule

Dated for Reference March 11, 2021

File: 10005-40/PD21TBF001

Attachment to the Agreement with **Polar Geoscience Ltd.** for **Hydrology Services, Chinook and Strait of Georgia Business Areas.**

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:
The Contractor shall inspect the subcontractors work to ensure that all deliverables and standards as outlined in the contract documents have been achieved.
- 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.

Cole Levesque, GIS	Forsite Consultants Ltd.	GIS/Mapping Services
Derek Brzoza, AScT	Rain to River Consulting	Project Field Assistant
Lauren Fernie, RPF	Forsite Consultants Ltd.	Project Office Assistant
Randy Spyksma, RPF	Forsite Consultants Ltd.	Project Office Assistant
Russ Thorsteinsson, BSc. FIT	Forsite Consultants Ltd.	GIS/Mapping Services
Stephan Smyrl, MSc.	Forsite Consultants Ltd.	GIS/Mapping Services
Frank Poulsen, MSc Eng.	Ashlu Environmental Consulting	GIS/Mapping Services, Office Assistant
Jeremy Hachey, RPF	Forsite Consultants Ltd.	GIS/Mapping Services
Olga Kovalchuk, MSc.	Forsite Consultants Ltd.	GIS/Mapping Services

- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



Natural Resource Ministries

Contract Modification Agreement No. 1

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook, and Strait of Georgia

THIS MODIFICATION AGREEMENT dated for reference March 11, 2021.

BETWEEN

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

Chilliwack BC Timber Sales Chinook Business Area

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

46360 Airport Road, Chilliwack British Columbia V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Stephan.Bernhard@gov.bc.ca

Ministry Representative: Stephan Bernhard, Planning Forester

Alternate (if applicable): Jocelyn Ciarniello, Practices Forester

AND

POLAR GEOSCIENCE LTD.

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

1005 Balsam Place, Squamish British Columbia V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: Lars@pgeo.ca

Contractor Representative: Lars Uunila, P.Geo., President

Corporate Business Number: 849671615BC0001

WorkSafe BC No: 751645 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 23rd, 2020, (hereinafter called the "Agreement"),

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

1. As per *sec. 3* of Schedule A – Services, *Option to Renew* is being exercised. 1% has been added to each unit price for this term.
2. As per *Article 3* of the Contract document (FS1), the term of the contract will now be from March 20th 2021 to and including March 19th 2022 inclusive.
3. Schedule B – Payment, is now replaced with Schedule B – Payment, dated for reference March 11th 2021.
4. Schedule E – Prime Contractor Agreement, is now replaced with Schedule E – Prime Contractor Agreement, dated for reference March 11th 2021.
5. Schedule H – Subcontracting, is now replaced with Schedule H – Subcontracting, dated for reference March 11th 2021.

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

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

CONTRACT MODIFICATION AGREEMENT

CONTINUED

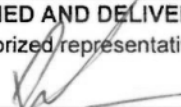
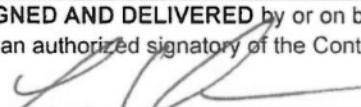
Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	1% Increase to unit prices (total)	\$541.45
2.	Correction to expenses from previous year	(\$14,000.00)

As Per Quotation Dated	Y M D 2021/Mar/08	Total Price for Additions (PST and GST excluded) \$541.45	Total Credit for Deletions (\$14,000.00)
Recommended and submitted by (Contract Manager/Inspector): Peter Barss, Planning Officer			

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

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Peter Barss, Planning Officer	Lars Uunila, P.Geo., President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>15</u> day of <u>March</u> 20 <u>21</u>	Dated this <u>11th</u> day of <u>MARCH</u> 20 <u>21</u>



Natural Resource Ministries

Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-40/PD21TBF001	THIS AGREEMENT DATED FOR REFERENCE THE 11 th DAY OF MARCH 2021.
FOR: Consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Areas. The "Activity / Treatment" and the "Work Location"	

BETWEEN:

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

**CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA
46360 AIRPORT ROAD, CHILLIWACK BC V2P 1A5**

**Phone Number: (604) 702-5700..... FAX Number: (604) 702-5711
E-mail Address: Stephan.Bernhard@gov.bc.ca**

(the "Province")

AND:

**POLAR GEOSCIENCE LTD.
1005 BALSAM PLACE, SQUAMISH BRITISH COLUMBIA V8B 0W1**

**Phone Number: (604) 815-4548..... FAX Number: N/A
Business E-mail Address: LARS@PGEO.CA**

**Coordinator: Lars Uunila, President
Business Number: 849671615BC0001
WorkSafe BC Number: 751645**

(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#
Forsite Consultants Ltd.	330 42 nd Street, SW, Salmon Arm BC	V1E 2Y9
Derek Brzoza, Rain to River Consulting	#105-2388 Triumph Street, Vancouver BC	V5L 1L5
Ashlu Environmental Consulting	Squamish, British Columbia	

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.01 The Parties entered into the agreement dated for reference the 23rd of July 2020, identified as Agreement Number PD21TBF001 that is applicable to and forms part of this Agreement.

Amending Documents

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

ARTICLE 4. TERM OF AGREEMENT

- 4.01 Subject to Clause 3.02, the Term of this Agreement is from March 20th 2021 to March 19th 2022 inclusive.
- 4.02 Time is of the essence in this Agreement.

ARTICLE 5. PRIME CONTRACTOR RESPONSIBILITIES

5.01 The Prime Contractor shall:

- (a) familiarize itself with the Multiple Employer Workplace;
- (b) immediately notify the Ministry Representative should there be any circumstance arising which another party claims or purports to be the prime contractor at the Multiple Employer Workplace. There can be only one prime contractor on any one Multiple Employer Workplace;
- (c) coordinate safety activities and ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulations* by all Affected Parties and act to protect any other workers entering the Multiple Employer Workplace;
- (d) when requested, provide the following to the Ministry Representative:
 - i. up-to-date written information of the Prime Contractor's systems or processes related to the discharge of prime contractor duties;
 - ii. inspection results, safety meeting minutes, accident investigation findings for Prime Contractor's own workers and for the Affected Parties;

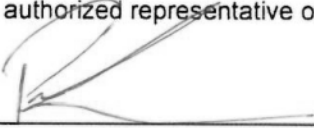
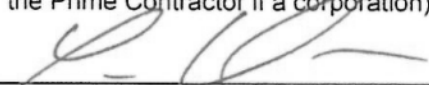
Coordination and Compliance

5.02 The Prime Contractor shall ensure that its systems or processes eliminates or minimizes risk of injuries and will adequately monitor and coordinate Affected Parties' activities to ensure compliance with the *WC Act* and the *Occupational Health & Safety Regulation*, which includes, but is not limited to:

- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
- (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
- (c) conducting safety meetings with all Affected Parties and recording minutes of meetings;
- (d) ensure all parties conduct ongoing Workplace inspections;
- (e) ensuring all Affected Parties at the Multiple Employer Workplace are given any information necessary to identify and eliminate or control hazards and ensure the health or safety of all Affected Persons;
- (f) coordination and planning of work activities with participation by all Affected Parties that will ensure work is carried out safely and that work of one employer will not create uncontrolled hazard for another;
- (g) maintaining a list of individuals designated by an Affected Party as supervisor of its workers at the Multiple Employer Workplace;
- (h) establishing, maintaining and communicating emergency response and evacuation procedures;
- (i) providing, where needed, information to all Affected Persons about the safe use of resource roads and other access, including but not limited to the "rules of the road", other road use traffic, and road use radio frequencies;
- (j) carrying out a workplace first aid assessment and ensuring first aid coverage at the Multiple Employer Workplace is adequate and appropriate and coordinated with all Affected Parties, including but not limited to emergency transportation provisions for injured workers for the number of workers present;
- (k) orientation of all Affected Parties and Affected Persons, or any person, entering the Multiple Employer Workplace to the site, workplace hazards and appropriate responses;
- (l) ensuring Affected Persons at the Multi Employer Workplace know their rights and responsibilities to report unsafe acts/conditions, how to refuse to perform work that is unsafe, how to seek first aid, how to report injuries;

- (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.
- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.
- 5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation) 
(Authorized Ministry Contract Officer/Expense Authority) Peter Barss, Planning Officer	(Prime Contractor or Authorized Signatory) Lars Uunila, President
Dated this <u>15</u> day of <u>March</u> , 2021	Dated this <u>11TH</u> day of <u>MARCH</u> , 2021



Schedule A – Services

Dated for Reference May 26, 2021

File: 10005-40/PD21TBF001

Attachment to the Agreement with **Polar Geoscience Ltd.** for **Hydrology Services, Chinook and Strait of Georgia Business Areas.**

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Provide consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Area.

These services may include, but shall not be limited to the following:

Required Watershed Assessments:

- a. Submit watershed assessments for review and approval by staff within the Ministry of Forests, Lands and Natural Resource Operations that consider the *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector*, January 2020 guidelines and follow methods outlined in the *Coastal Watershed Assessment Procedure Guidebook version 2.1*, or where agreed to by BCTS using updated methods supported by new information. Assessments should describe the past and future effects of forestry development associated with harvest rate of cut and cumulative effects within drainage areas and recommend, and should provide the following deliverables:
 - i. An assessment of watershed peak flow and hydrological recovery, including appropriate allowances for harvest levels and road building on a watershed basis.
 - ii. A Sediment Source Survey
 - iii. A Reconnaissance Channel Assessment Procedure
 - iv. A Riparian Assessment
 - v. A Watershed Report Card
 - vi. Professional recommendations related to forest development, best management practices and cumulative effects.
- b. Prepare a Watershed Risk Management Framework that guides the appropriate content of a watershed or hydrological assessments, and includes elements to address government's objectives, procedures for considering cumulative hydrological effects, a Business Area risk management framework and integration of the needs of licensed waterworks. This project is to align BCTS operations with guidance provided in the joint professional practices guidelines for *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector* (Jan. 14, 2020) and will be complementary to the recently completed Terrain Risk Management SOP.

On an as and when required basis:

- c. Provide guidance to BCTS staff and contractors or others on various hydrology issues consistent with BCTS requests.

SCHEDULE A

SERVICES (Continued)

- d. Provide field assistance and guidance on hydrology-related issues.
- e. Conduct streamflow assessments (including channel morphology, discharge, and water quality sampling) before, during and after BCTS or contractor operations to determine baseline, natural range of variability, and subsequent operational impacts.
- f. Prepare and carry out watershed level plans and associated monitoring.
- g. Provide advice on hydrology related practices, taking into consideration all factors (windthrow, soils, harvest and road construction techniques, etc.).
- h. Advise on and develop recommendations and best management practices as needed for harvest and road construction to address hydrology issues.
- i. Provide hydrological expertise in public or stakeholder meetings BCTS may be involved in.
- j. Develop and provide field training to BCTS staff, contractors or others as required.
- k. Develop recommendations or reports for either operational or planning purposes, as directed by the contract officer or designate.
- l. Monitor hydrological issues before, during and after harvest or road building.
- m. Liaise with appropriate regulatory agencies with regard to policy, laws, regulations and permitting associated with contract work.
- n. The proponent may either be engaged by BC Timber Sales for certain of these functions or alternatively the proponent's name may be put forward as the recommended source of information or expertise, in the event that another proponent or contractor doing work for BC Timber Sales, Chinook or Strait of Georgia requires these services.

Due to the nature of the 'as and when required' work, an expectation of general work timelines is as follows: It is expected that any field work be completed within six weeks of being contacted to do the work. Following the field work, any reports will be submitted in draft form within one month, and a final report will be submitted within a week following review by BCTS or other Ministry Professionals. Changes to any of the expected timelines may be made if discussed and mutually agreed upon by both parties.

2. KEY PERSONNEL

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

- Hydrologist: Lars Uunila, PGeo., Senior Hydrologist, Polar Geoscience Ltd.
- Assistants: Polly Uunila, PGeo., Senior Geoscientist and Terrain/Soil Specialist, Polar Geoscience Ltd.
Randy Spyksma, RPF, Planning Foresters, Forsite Consultants Ltd.
Lauren Fernie, RPF, Planning Foresters, Forsite Consultants Ltd.
Steven Smyrl, MSc., Forsite Consultants Ltd.
Russell Thorsteinsson, BSc., FIT, Forsite Consultants Ltd.
Cole Levesque, Forsite Consultants Ltd.
Derek Brzoza, AScT, Project Field Assistant, Rain to River Consulting
Robbie Johnson, Office Assistant and Field Assistant, Polar Geoscience Ltd.

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

3. OPTION TO RENEW

This Agreement may be renewed for a further Term of **twelve (12) months** by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by the Province. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

SCHEDULE A

SERVICES (Continued)

4. CONSULTING AND PROFESSIONAL INDEMNITY

The Contractor and the Province agree that Section 11.01 of the Agreement is deleted and replaced with the following:

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.

5. COVID -19

The Contractor will provide BCTS staff a copy of their COVID-19 Infection Prevention and Control Plan upon request



Natural Resource Ministries

Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services

THIS MODIFICATION AGREEMENT dated for reference May 26, 2021.

BETWEEN

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

CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA
(the "Province", "we", "us", or "our" as applicable) at the following address:
46360 AIRPORT ROAD CHILLIWACK BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Stephan.Bernhard@gov.bc.ca
Ministry Representative: Stephan Bernhard, Planning Forester
Alternate (if applicable): Jocelyn Ciarniello, Practices Forester

AND

POLAR GEOSCIENCE LTD.

(the "Contractor", "you", or "your" as applicable) at the following address:
1005 BALSAM PLACE SQUAMISH BC V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: Lars@pgeo.ca
Contractor Representative: Lars Uunila, P.Geo., President
Corporate Business Number: 849671615BC0001
WorkSafe BC No: 751645 and/or POP No.

- A. The Parties entered into an Agreement dated for reference July 23, 2020, (hereinafter called the "Agreement").
- B. The Parties agree to amend the Agreement as follows:
1. Schedule A – Services is now replaced with Schedule A – Services, dated for reference May 26, 2021.
- C. In all other respects, the Agreement is confirmed.
- D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

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

(Signature of authorized Ministry Expense Authority)

Peter Barss, Planning Officer

(PRINTED NAME of authorized representative)

Dated this 7 day of June 2021

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

(Signature of Contractor or Authorized Signatory)

Lars Uunila, P.Geo., President

(PRINTED NAME of Contractor or authorized signatory)

Dated this 29 day of May 2021



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

Schedule B – Contract Payment

Dated for Reference March 11, 2021

File: 10005-40/PD21TBF001

Attachment to the Agreement with **Polar Geoscience Ltd.** for **Hydrology Services, Chinook and Strait of Georgia Business Areas.**

1. Fees

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

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity. (Hours)	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$. ^{cc} Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Field Hourly Rate – Hydrologist	Hours	125	s.21	
2	Field Hourly Rate – Assistant	Hours	125		
3	Office Hourly Rate – Hydrologist	Hours	185		
4	Office Hourly Rate -- Assistant	Hours	200		
Total Estimated Bid Price:					\$54,537.70

Marshalling Point: Address of the Contractor's Office or the approved BCTS accommodation.

Field Rate: (hydrologist/assistant) applies to fieldwork and meetings, calculated as the time between leaving the marshalling point and time returning to the marshalling point. Rate to include, mileage, meals, and field equipment.

Office Rate: applies to all office work including report writing, and GIS. (Administrative time is not billable).

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.01, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of **\$54,537.70 now at \$111,497.02 as per CMA 3** without the prior written approval of the Ministry Representative.

SCHEDULE B

CONTRACT PAYMENT

2. Expenses

- 2.01 We will pay you the following expenses exclusive of goods and services tax ("GST") or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
 - (b) in our opinion, necessarily incurred by you in providing the Services; and
 - (c) payable expenses in accordance with this agreement:
 - i. Pre-approved expenses for:
 - a. accommodation for travel greater than 32 kilometres away from **1005 Balsam Place, Squamish**, British Columbia.
 - b. travel by BC Ferries
 - c. travel by passenger vessel,
 - d. travel by helicopter
- 2.02 In no event will **expenses** payable to you, in accordance with this Schedule, exceed, in total: **\$16,000.00 now at \$5,726.96 as per CMA 3.**
- 2.03 We will pay you the following:
- (a) Expenses incurred associated with additional health and safety measures related directly to COVID-19 up to and including a maximum amount of **\$5,399.63 now at \$0.00 as per CMA 3** (receipts required where applicable).

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 **\$75,937.33 now at \$117,223.98 as per CMA 3.**

4. Holdback from Payment

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

5. Submission of Statement of Account

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us.
- 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 field and office 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;

SCHEDULE B

CONTRACT PAYMENT

- (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 All invoices must be submitted on the invoice template supplied by BC Timber Sales, Chinook Business Area.

Invoices must be submitted electronically to: TCH.Invoices@gov.bc.ca



Natural Resource Ministries

Contract Modification Agreement No. 3

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook, and Strait of Georgia

THIS MODIFICATION AGREEMENT dated for reference November 9, 2021.

BETWEEN

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

CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA
(the "Province", "we", "us", or "our" as applicable) at the following address:
46360 AIRPORT ROAD CHILLIWACK BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Stephan.Bernhard@gov.bc.ca
Ministry Representative: Stephan Bernhard, Planning Forester
Alternate (if applicable): Jocelyn Ciarniello, Practices Forester

AND

POLAR GEOSCIENCE LTD.

(the "Contractor", "you", or "your" as applicable) at the following address:
1005 BALSAM PLACE SQUAMISH BC V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: Lars@pgeo.ca

Contractor Representative: Lars Uunila, P.Geo., President
Corporate Business Number: 849671615BC0001
WorkSafe BC No: 751645 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 23rd, 2020, (hereinafter called the "Agreement"),

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

1. Schedule B – Payment, dated for reference March 11, 2021, following sections have been amended:
 - a. *Sec 1. Fees (1.03)* is increased by \$56,959.32 and is now \$111,497.02
 - b. *Sec 2. Expenses (2.02)* is decreased by \$4,873.41 and is now \$5,726.96
 - c. *Sec 2. Expenses (2.03)* is decreased by \$5,399.63 and is now \$0.00
 - d. *Sec 3. Total Payable; (3.01)* is now \$117,223.98.

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

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

CONTRACT MODIFICATION AGREEMENT

CONTINUED

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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Elphinstone Watershed Assessment	\$5000
2.	Roberts Creek Watershed Assessment	\$4000
3.	Sechelt South Watershed Assessment	\$1000
4.	Haslam Watershed Assessment	\$1000
5.	Theodosia Watershed Assessment	\$4700
6.	Watershed Risk Management Framework	\$5500
7.	Tsitika River Watershed Assessment	\$17500
8.	Great Bear Rainforest Hydrologic Assessment	\$7500
9.	Sproat ECA Update & Review	\$5000
10.	Adjustment to expenses (covid included)	-\$9 913.35

As Per Quotation Dated	Y M D 2021 November 9	Total Price for Additions (PST and GST excluded) \$51,200.00	Total Credit for Deletions \$9 913.35
Recommended and submitted by (Contract Manager/Inspector): Stephan Bernhard, Planning Forester			

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

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province Peter Barss, RPF 2021.11.10 08:27:05 -08'00'	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Peter Barss, Planning Officer	Lars Uunila, P.Ge., President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>10</u> day of November 2021	Dated this <u>9th</u> day of November 2021



Natural Resource Ministries

Contract Modification Agreement No. 4

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook, and Strait of Georgia

THIS MODIFICATION AGREEMENT dated for reference March 16th, 2022.

BETWEEN

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

Chilliwack BC Timber Sales Chinook Business Area

(the "Province", "we", "us", or "our" as applicable) at the following address:
46360 Airport Road, Chilliwack British Columbia V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address:

Ministry Representative: Shawn Tougas, Planning Forester
Alternate (if applicable): Jocelyn Ciarniello, Practices Forester

AND

POLAR GEOSCIENCE LTD.

(the "Contractor", "you", or "your" as applicable) at the following address:
1005 Balsam Place, Squamish British Columbia V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address:

Contractor Representative: Lars Uunila, P.Geo., President
Corporate Business Number: 849671615BC0001
WorkSafe BC No: 751645 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 23rd, 2020, (hereinafter called the "Agreement").

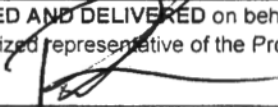
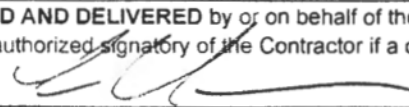
B. The Parties agree to amend the Agreement as follows:

1. As per Article 3 of the Contract document (FS1), the term of the contract will now be from March 20th, 2022, to and including March 19th, 2023, inclusive.
2. Schedule A – Services, dated for reference May 26, 2021, is now replaced with Schedule A – Services, dated for reference March 16th, 2022. Final Option to Renew is being exercised and 1% has been added to each unit price for this term.
3. Schedule B – Payment, dated for reference March 11th, 2021, is now replaced with Schedule B – Payment, dated for reference March 16th, 2022.
4. Schedule E – Prime Contractor Agreement dated for reference March 11th, 2021, is now replaced with Schedule E – Prime Contractor Agreement, dated for reference March 16th, 2022.
5. Schedule H – Subcontracting, dated for reference March 11th, 2021, is now replaced with Schedule H – Subcontracting, dated for reference March 16th, 2022.

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

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Peter Barss, Planning Officer	Lars Uunila, P.Geo., President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 18 day of March 2022	Dated this 18 th day of March 2022



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

Schedule A – Services

Dated for Reference March 16th, 2022

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Provide consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Area.

These services may include, but shall not be limited to the following:

Required Watershed Assessments:

- a. Submit watershed assessments for review and approval by staff within the Ministry of Forests, Lands and Natural Resource Operations that consider the *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector*, January 2020 guidelines and follow methods outlined in the *Coastal Watershed Assessment Procedure Guidebook version 2.1*, or where agreed to by BCTS using updated methods supported by new information. Assessments should describe the past and future effects of forestry development associated with harvest rate of cut and cumulative effects within drainage areas and recommend, and should provide the following deliverables:
 - i. An assessment of watershed peak flow and hydrological recovery, including appropriate allowances for harvest levels and road building on a watershed basis.
 - ii. A Sediment Source Survey
 - iii. A Reconnaissance Channel Assessment Procedure
 - iv. A Riparian Assessment
 - v. A Watershed Report Card
 - vi. Professional recommendations related to forest development, best management practices and cumulative effects.
- b. Prepare a Watershed Risk Management Framework that guides the appropriate content of a watershed or hydrological assessments, and includes elements to address government's objectives, procedures for considering cumulative hydrological effects, a Business Area risk management framework and integration of the needs of licensed waterworks. This project is to align BCTS operations with guidance provided in the joint professional practices guidelines for *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector* (Jan. 14, 2020) and will be complementary to the recently completed Terrain Risk Management SOP.

SCHEDULE A

SERVICES (Continued)

On an as and when required basis:

- c. Provide guidance to BCTS staff and contractors or others on various hydrology issues consistent with BCTS requests.
- d. Provide field assistance and guidance on hydrology-related issues.
- e. Conduct streamflow assessments (including channel morphology, discharge, and water quality sampling) before, during and after BCTS or contractor operations to determine baseline, natural range of variability, and subsequent operational impacts.
- f. Prepare and carry out watershed level plans and associated monitoring.
- g. Provide advice on hydrology related practices, taking into consideration all factors (windthrow, soils, harvest and road construction techniques, etc.).
- h. Advise on and develop recommendations and best management practices as needed for harvest and road construction to address hydrology issues.
- i. Provide hydrological expertise in public or stakeholder meetings BCTS may be involved in.
- j. Develop and provide field training to BCTS staff, contractors or others as required.
- k. Develop recommendations or reports for either operational or planning purposes, as directed by the contract officer or designate.
- l. Monitor hydrological issues before, during and after harvest or road building.
- m. Liaise with appropriate regulatory agencies with regard to policy, laws, regulations and permitting associated with contract work.
- n. The proponent may either be engaged by BC Timber Sales for certain of these functions or alternatively the proponent's name may be put forward as the recommended source of information or expertise, in the event that another proponent or contractor doing work for BC Timber Sales, Chinook or Strait of Georgia requires these services.

Due to the nature of the 'as and when required' work, an expectation of general work timelines is as follows: It is expected that any field work be completed within six weeks of being contacted to do the work. Following the field work, any reports will be submitted in draft form within one month, and a final report will be submitted within a week following review by BCTS or other Ministry Professionals. Changes to any of the expected timelines may be made if discussed and mutually agreed upon by both parties.

2. KEY PERSONNEL

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

- Hydrologist: Lars Uunila, PGeo., Senior Hydrologist, Polar Geoscience Ltd.

Assistants: Polly Uunila, PGeo., Senior Geoscientist and Terrain/Soil Specialist, Polar Geoscience Ltd.
Randy Spyksma, RPF, Planning Foresters, Forsite Consultants Ltd
Steven Smyrl, MSc., Forsite Consultants Ltd.
Russell Thorsteinsson, BSc., FIT, Forsite Consultants Ltd.
Cole Levesque, Forsite Consultants Ltd.
Jessica Koroll, GIS Specialist, Forsite Consultants Ltd.
Catherine Flurry, RPF, planning forester, Forsite Consultants Ltd.
Derek Brzoza, ASCT, Project Field Assistant, Rain to River Consulting
Robbie Johnson, Office Assistant and Field Assistant, Polar Geoscience Ltd.

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

SCHEDULE A

SERVICES (Continued)

3. **OPTION TO RENEW** *N/A*

4. **CONSULTING AND PROFESSIONAL INDEMNITY**

The Contractor and the Province agree that Section 11.01 of the Agreement is deleted and replaced with the following:

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.



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

Schedule B – Contract Payment

Dated for Reference March 16th, 2022

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

1. Fees

- 1.01 Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on the Unit of Measure in the following table.

Item No.	Item or Description of Work	Unit of Measurement	A Estimated Quantity. (Hours)	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$.¢¢ Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Field Hourly Rate – Hydrologist	Hours	125	s.21	
2	Field Hourly Rate – Assistant	Hours	125		
3	Office Hourly Rate – Hydrologist	Hours	185		
4	Office Hourly Rate -- Assistant	Hours	200		
Total Estimated Bid Price:					\$55,083.65

Marshalling Point: Address of the Contractor's Office or the approved BCTS accommodation.

Field Rate: (hydrologist/assistant) applies to fieldwork and meetings, calculated as the time between leaving the marshalling point and time returning to the marshalling point. Rate to include, mileage, meals, and field equipment.

Office Rate: applies to all office work including report writing, and GIS, (Administrative time is not billable).

- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.01, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of \$55,083.65 without the prior written approval of the Ministry Representative.

SCHEDULE B

CONTRACT PAYMENT

2. Expenses

- 2.01 We will pay you the following expenses exclusive of goods and services tax ("GST") or other applicable tax paid or payable by you to the extent that you are entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities and provided they are:
- (a) supported, where applicable, by proper receipts or copies of receipts;
 - (b) in our opinion, necessarily incurred by you in providing the Services; and
 - (c) payable expenses in accordance with this agreement:
 - i. Pre-approved expenses for:
 - a. accommodation for travel greater than 32 kilometres away from **1005 Balsam Place, Squamish**, British Columbia.
 - b. travel by BC Ferries
 - c. travel by passenger vessel,
 - d. travel by helicopter

- 2.02 In no event will **expenses** payable to you, in accordance with this Schedule, exceed, in total: **\$16,000.00**.

3. Total Payable

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total an estimated **\$71,083.65**.

4. Holdback from Payment

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

5. Submission of Statement of Account

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us.
- 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 field and office 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.
- 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 All invoices must be submitted on the invoice template supplied by BC Timber Sales, Chinook Business Area.
- Invoices must be submitted electronically to: TCH.Invoices@gov.bc.ca



Natural Resource Ministries

Schedule E - PRIME CONTRACTOR AGREEMENT

CONTRACT/FILE NO: 10005-40/PD21TBF001	THIS AGREEMENT DATED FOR REFERENCE THE 16 th DAY OF MARCH 2022.
FOR: Consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Areas. The "Activity / Treatment" and the "Work Location"	

BETWEEN:

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

CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA
46360 AIRPORT ROAD, CHILLIWACK BC V2P 1A5

Phone Number: (604) 702-5700..... FAX Number: (604) 702-5711

E-mail Address: Shawn.Tougas@gov.bc.ca

(the "Province")

AND:

POLAR GEOSCIENCE LTD.
1005 BALSAM PLACE, SQUAMISH BRITISH COLUMBIA V8B 0W1

Phone Number: (604) 815-4548..... FAX Number: N/A

Business E-mail Address: LARS@PGEO.CA

Coordinator: Lars Uunila, President
Business Number: 849671615BC0001
WorkSafe BC Number: 751645

(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#
Forsite Consultants Ltd.	330 42 nd Street, SW, Salmon Arm BC	V1E 2Y9
Derek Brzoza, Rain to River Consulting	#105-2388 Triumph Street, Vancouver BC	V5L 1L5
Ashlu Environmental Consulting	Squamish, British Columbia	

ARTICLE 3. CONTRACT DOCUMENTS AND AMENDMENTS

Contract Documents

- 3.01 The Parties entered into the agreement dated for reference the 23rd of July 2020, identified as Agreement Number PD21TBF001 that is applicable to and forms part of this Agreement.

Amending Documents

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

ARTICLE 4. TERM OF AGREEMENT

- 4.01 Subject to Clause 3.02, the Term of this Agreement is from March 20th 2022 to March 19th 2023 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:


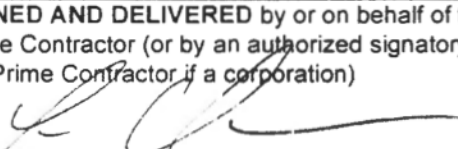
- (a) ensuring an Affected Party does not expose any Affected Person, or any person, entering the Multiple Employer Workplace to uncontrolled hazards;
- (b) ensuring Affected Parties adequately supervise their workers relating to occupational health and safety at the Multiple Employer Workplace;
- (c) 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;

DISTRIBUTION:

Contract File, Prime Contractor, and all Affected Parties

- (m) promoting a positive safety culture by encouraging workers to discuss safety concerns/issues;
 - (n) ensuring a Notice of Project is delivered to WorkSafe BC for itself and all Affected Parties in accordance with the *WC Act* and its regulation.
- 5.03 The Prime Contractor shall not assign this Agreement or in any way create another Prime Contractor.
- 5.04 Where the Prime Contractor or Affected Parties identified in this Agreement are Principal Contractors for the Province, this Agreement forms the written notice of Prime Contractor.

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

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Prime Contractor (or by an authorized signatory of the Prime Contractor if a corporation) 
(Authorized Ministry Contract Officer/Expense Authority) Peter Barss, Planning Officer	(Prime Contractor or Authorized Signatory) Lars Uunila, President
Dated this <u>18</u> day of March, 2022	Dated this <u>18th</u> day of March, 2022



SCHEDULE "H"— Subcontracting Schedule

Dated for Reference March 16th 2022

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook and Strait of Georgia Business Areas.

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:
The Contractor shall inspect the subcontractors work to ensure that all deliverables and standards as outlined in the contract documents have been achieved.
- 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.

Cole Levesque, GIS	Forsite Consultants Ltd.	GIS/Mapping Services
Derek Brzoza, AScT	Rain to River Consulting	Project Field Assistant
Randy Spyksma, RPF	Forsite Consultants Ltd.	Project Office Assistant
Russ Thorsteinsson, BSc. FIT	Forsite Consultants Ltd.	GIS/Mapping Services
Steven Smyrl, MSc.	Forsite Consultants Ltd.	GIS/Mapping Services
Frank Poulsen, MSc Eng.	Ashlu Environmental Consulting	GIS/Mapping Services, Office Assistant
Jessica Koroll	Forsite Consultants Ltd.	GIS/Mapping Services
Catherine Flurry, RPF	Forsite Consultants Ltd.	Project Office Assistant

- 3.02 There shall be no substitution of the Subcontractor(s) without the prior consent of the Province.



Natural Resource Ministries

Contract Modification Agreement No. 5

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME:

Hydrology Services, Chinook,
and Strait of Georgia

THIS MODIFICATION AGREEMENT dated for reference July 13, 2022

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS
CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA

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

46360 Airport Road, Chilliwack, BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Shawn.Tougas@gov.bc.ca

Ministry Representative: Shawn Tougas, Planning Forester

Alternate (if applicable): Jocelyn Ciarniello, Practices Forester

AND

POLAR GEOSCIENCE LTD.

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

1005 Balsam Place, Squamish, BC V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: Lars@pgeo.ca

Contractor Representative: Lars Uunila, P.Geo., President

Corporate Business Number: 849671615BC0001

WorkSafe BC No: 751645 **and/or** POP No.

A. The Parties entered into an Agreement dated for reference **July 23rd, 2020**, (hereinafter called the "Agreement"),

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

1. Schedule B - Contract Payment (dated for reference March 16th, 2022):

Section 1(1.03), value \$55,083.65, is now increased by \$30,627.11, bringing the total fees payable to \$85,710.76

Section 3(3.01) total payable is now \$101,710.76

Section 2(2.01) expenses remain at \$16,000.00

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

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

CONTRACT MODIFICATION AGREEMENT

Continued

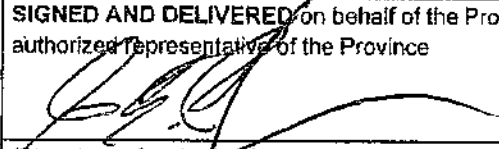
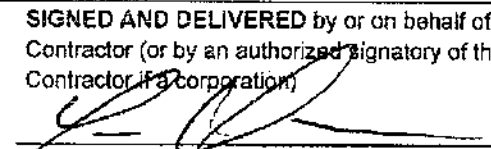
Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Additional work for Chinook BA	\$14,932.69
2.	Additional work for Strail of Georgia BA	\$15,695.19

As Per Quotation Dated	Y M D 2022 Jun 17	Total Price for Additions (PST and GST excluded) \$30,627.11	Total Credit for Deletions \$0.00
Recommended and submitted by (Contract Manager/Inspector): Shawn Tougas/Jeff Hamilton			

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

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Tom Johnson, Woodlands Manager	Lars Uunila, P.Geo, President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 18 day of July 2022	Dated this 18 th day of July 2022



Natural Resource Ministries

Contract Modification Agreement No. 6

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook and
Strait of Georgia

THIS MODIFICATION AGREEMENT dated for reference January 10th, 2023.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS

Chilliwack BC Timber Sales Chinook Business Area

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

46360 Airport Road, Chilliwack, BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Pierre.Aubin@gov.bc.ca

Ministry Representative: Pierre Aubin, Practices Forester
Alternate (if applicable): Jocelyn Ciarniello, Woodlands
Supervisor

AND

Polar Geoscience LTD.

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

1005 Balsam Place, Squamish, BC V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: Lars@pgeo.ca

Contractor Representative: Lars Uunila, P.Geo,
President

Corporate Business Number: 849671615BC0001
WorkSafe BC No: 751645 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 23rd, 2020, (hereinafter called the "Agreement"),

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

1. Schedule B - Contract Payment (dated for reference March 16th, 2022):

i) Section 1(1.03), value \$85,710.76, is now increased by \$41,061.39, bringing the total fees payable to
\$126,772.15

Section 3(3.01) total payable is now \$142,061.39

Section 2(2.01) expenses remain at \$16,000.00

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

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

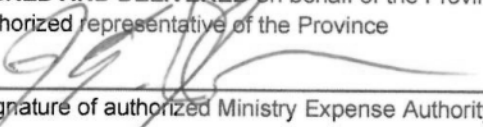
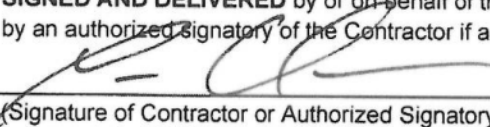
Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Additional work for Chinook BA	\$20,864.63
2.	Additional work for Strait of Georgia BA	\$20,196.76

As Per Quotation Dated	Y M D 2022 Nov 29	Total Price for Additions (PST and GST excluded) \$41,061.39	Total Credit for Deletions \$0.00
Recommended and submitted by (Contract Manager/Inspector): Pierre Aubin / Jeff Hamilton			

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

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Tom Johnson, A/Timber Sales Manager	Lars Uunila
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 10 day of January 2023	Dated this 10 TH day of JANUARY 2023



Natural Resource Ministries

Contract Modification Agreement No. 7

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook
Business Area

THIS MODIFICATION AGREEMENT dated for reference March 8th, 2023.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF
FORESTS

CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA

(the "Province", "we", "us", or "our" as applicable) at the following address:
46360 Airport Road, Chilliwack BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Pierre.Aubin@gov.bc.ca

Ministry Representative: Pierre Aubin, Practices Forester
Alternate (if applicable): Jocelyn Ciarniello, Woodlands
Supervisor

AND

POLAR GEOSCIENCE LTD.

(the "Contractor", "you", or "your" as applicable) at the following address:
10005 Balsam Place, Squamish BC V8B 0W1

Telephone: 604-815-4548 Fax: E-mail Address: LARS@PGEO.CA

Contractor Representative: Lars Uunila, P.Geo., President
Corporate Business Number: 849671615BC0001
WorkSafe BC No: 741645 and/or POP No.

- A. The Parties entered into an Agreement dated for reference **July 23rd, 2020**, (hereinafter called the "Agreement").
- B. The Parties agree to amend the Agreement as follows:
1. As per *Article 3* of the Contract document (FS1), the contract term ending March 19th, 2023, is extended and will now expire October 19th, 2023.
 2. Schedule B – Contract Payment (dated for reference March 16th, 2022, and CMA 6 – Jan 10th, 2023):
 - i) *Section 1(1.03)*, value \$126,772.15, is now increased by \$22,114.32, bringing the total fees payable to \$148,886.47
 - ii) *Section 3(3.01)* total payable is now \$164,886.47
 - iii) *Section 2(2.01)* expenses will remain the same.
 3. Schedule E – Prime Contractor Agreement (dated for reference March 16th, 2022), *Article 4(4.01)* term of Agreement ending March 19th, 2023 is extended and will now expire October 19th, 2023.
- C. The Parties agree to Change the Work as follows.
- The Contractor agrees to perform forthwith the following Work as extra work or reduction of work, subject to the terms and conditions of the Agreement and to be paid for or credited in accordance with the said terms of the contract.

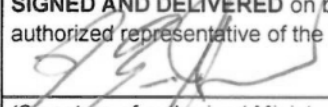
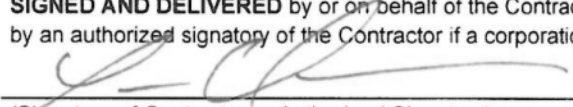
Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive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

CHANGE OF WORK		
ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Additional on-going projects for Chinook BA (see signed 1353)	\$22,114.32

As Per Quotation Dated	Y M D 2023 Feb 27	Total Price for Additions (PST and GST excluded) \$22,114.32	Total Credit for Deletions \$0.00
Recommended and submitted by (Contract Manager/Inspector): Pierre Aubin, Practices Forester			

- D. Contract is to be extended for an additional 7 months from the initial contract expiry date of March 19th, 2023. New contract expiry date will be October 19th, 2023.
- E. In all other respects, the Agreement is confirmed.
- F. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Stacey Gould, Timber Sales Manager	Lars Uunila, President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>9</u> day of <u>March</u> 2023	Dated this <u>8th</u> day of <u>MARCH</u> 2023



Natural Resource Ministries

Contract Modification Agreement No. 8

MINISTRY CONTRACT/FILE NO.: 10005-40/PD21TBF001

PROJECT NAME: Hydrology Services, Chinook
Business Area

THIS MODIFICATION AGREEMENT dated for reference May 30th, 2023.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS
CHILLIWACK BC TIMBER SALES CHINOOK BUSINESS AREA

(the "Province", "we", "us", or "our" as applicable) at the following address:
46360 Airport Road, Chilliwack BC V2P 1A5

Telephone: 604-702-5700 Fax: 604-702-5711 Business E-mail Address: Pierre.Aubin@gov.bc.ca

Ministry Representative: Pierre Aubin, Practices Forester
Alternate (if applicable): Jocelyn Ciarniello, Woodlands
Supervisor

AND

POLAR GEOSCIENCE LTD.

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

10005 Balsam Place, Squamish, BC V8B 0W1

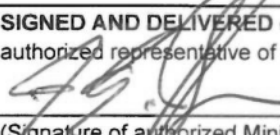

Telephone: 604-815-4548 Fax: E-mail Address: LARS@PGEQ.CA

Contractor Representative: Lars Uunila, P.Geo.,
President

Corporate Business Number: 849671615BC0001
WorkSafe BC No: 741645

- A. The Parties entered into an Agreement dated for reference **July 23rd, 2020**, (hereinafter called the "Agreement"),
- B. The Parties agree to amend the Agreement as follows:
1. Schedule A – Services, dated for reference March 16th, 2022, is now replaced with Schedule A – Services, dated for reference May 30th, 2023.
- C. In all other respects, the Agreement is confirmed.
- D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Tom Johnson, Woodlands Manager	Lars Uunila, President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>30</u> day of <u>May</u> 2023	Dated this <u>30th</u> day of <u>MAY</u> 2023



Schedule A – Services

Dated for Reference May 30th, 2023

File: 10005-40/PD21TBF001

Attachment to the Agreement with Polar Geoscience Ltd. for Hydrology Services, Chinook Business Area.

1. THE SERVICES

1.01 The Contractor shall provide the following Services:

Provide consultative-based assistance and support, as requested, in the field of forest hydrology to BCTS, Chinook Business Area and the Strait of Georgia Business Area.

These services may include, but shall not be limited to the following:

Required Watershed Assessments:

- a. Submit watershed assessments for review and approval by staff within the Ministry of Forests, Lands and Natural Resource Operations that consider the *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector*, January 2020 guidelines and follow methods outlined in the *Coastal Watershed Assessment Procedure Guidebook version 2.1*, or where agreed to by BCTS using updated methods supported by new information. Assessments should describe the past and future effects of forestry development associated with harvest rate of cut and cumulative effects within drainage areas and recommend, and should provide the following deliverables:
 - i. An assessment of watershed peak flow and hydrological recovery, including appropriate allowances for harvest levels and road building on a watershed basis.
 - ii. A Sediment Source Survey
 - iii. A Reconnaissance Channel Assessment Procedure
 - iv. A Riparian Assessment
 - v. A Watershed Report Card
 - vi. Professional recommendations related to forest development, best management practices and cumulative effects.
- b. Prepare a Watershed Risk Management Framework that guides the appropriate content of a watershed or hydrological assessments, and includes elements to address government's objectives, procedures for considering cumulative hydrological effects, a Business Area risk management framework and integration of the needs of licensed waterworks. This project is to align BCTS operations with guidance provided in the joint professional practices guidelines for *Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Sector* (Jan. 14, 2020) and will be complementary to the recently completed Terrain Risk Management SOP.

On an as and when required basis:

SCHEDULE A

SERVICES (Continued)

- c. Provide guidance to BCTS staff and contractors or others on various hydrology issues consistent with BCTS requests.
- d. Provide field assistance and guidance on hydrology-related issues.
- e. Conduct streamflow assessments (including channel morphology, discharge, and water quality sampling) before, during and after BCTS or contractor operations to determine baseline, natural range of variability, and subsequent operational impacts.
- f. Prepare and carry out watershed level plans and associated monitoring.
- g. Provide advice on hydrology related practices, taking into consideration all factors (windthrow, soils, harvest and road construction techniques, etc.).
- h. Advise on and develop recommendations and best management practices as needed for harvest and road construction to address hydrology issues.
- i. Provide hydrological expertise in public or stakeholder meetings BCTS may be involved in.
- j. Develop and provide field training to BCTS staff, contractors or others as required.
- k. Develop recommendations or reports for either operational or planning purposes, as directed by the contract officer or designate.
- l. Monitor hydrological issues before, during and after harvest or road building.
- m. Liaise with appropriate regulatory agencies with regard to policy, laws, regulations and permitting associated with contract work.
- n. The proponent may either be engaged by BC Timber Sales for certain of these functions or alternatively the proponent's name may be put forward as the recommended source of information or expertise, in the event that another proponent or contractor doing work for BC Timber Sales, Chinook or Strait of Georgia requires these services.

Due to the nature of the 'as and when required' work, an expectation of general work timelines is as follows: It is expected that any field work be completed within six weeks of being contacted to do the work. Following the field work, any reports will be submitted in draft form within one month, and a final report will be submitted within a week following review by BCTS or other Ministry Professionals. Changes to any of the expected timelines may be made if discussed and mutually agreed upon by both parties.

2. KEY PERSONNEL

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

- Hydrologist: Lars Uunila, PGeo., Senior Hydrologist, Polar Geoscience Ltd.

Assistants: Polly Uunila, PGeo., Senior Geoscientist and Terrain/Soil Specialist, Polar Geoscience Ltd.
Randy Spyksma, RPF, Planning Foresters, Forsite Consultants Ltd
Steven Smyrl, MSc., Forsite Consultants Ltd.
Russell Thorsteinsson, BSc., FIT, Forsite Consultants Ltd.
Cole Levesque, Forsite Consultants Ltd.
Jessica Koroll, GIS Specialist, Forsite Consultants Ltd.
Catherine Flurry, RPF, planning forester, Forsite Consultants Ltd.
Derek Brzoza, ASCT, Project Field Assistant, Rain to River Consulting
Robbie Johnson, Office Assistant and Field Assistant, Polar Geoscience Ltd.
Hunter Rigatti, Office Assistant and Field Assistant, Polar Geoscience Ltd.

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

SCHEDULE A

SERVICES (Continued)

3. OPTION TO RENEW *N/A*

4. CONSULTING AND PROFESSIONAL INDEMNITY

The Contractor and the Province agree that Section 11.01 of the Agreement is deleted and replaced with the following:

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.