



Natural Resource Ministries

Contract Modification 1

Agreement No. 2

EN20TFF005

MINISTRY CONTRACT/FILE NO.: 10005-40/EN20TFF005

PROJECT NAME: Cannon FSR Extension Construction –
Boundary TSA

THIS MODIFICATION AGREEMENT dated for reference February 25, 2020.

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

BC TIMBER SALES KOOTENAY BUSINESS AREA

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

1907 Ridgewood Road
Nelson B.C. V1L 6K1

Telephone: 250-444-0452 Fax: 250-825-3411 Business E-mail Address:
Brad.lavigne@gov.bc.ca

Ministry Representative: Brad Lavigne

Alternate (if applicable):

AND

Galena Contractors Ltd

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

100 Mill Road, PO Box 70
Nakusp B.C. V0G 1R0

Telephone: 250-265-4100 Fax: 250-265-3831 E-mail Address:
Ray@galenacontractors.com

Contractor Representative: Ray Hascarl
Corporate Business Number: 101920387BC0003
WorkSafe BC No: s.21 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 31, 2019, (hereinafter called the "Agreement"),

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

1. Excising Option to Renew as per Schedule A. The new term will commence April 1, 2020 and expire March 31, 2021.
2. Add amended Schedule A as 'A' Amendment, to change location to Lynch Creek.
3. Contract value for the second term will be \$854,097.67 which includes annual 1% contract increase.

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.

The additional work for the second term will consist of new Forest Service Road Construction in the Lynch Creek area. Plans Profiles and Designs will be provided with the new Schedule A which will summarize the new volumes, areas and lengths of approximately six kilometres total. Original first term prices will be applied.

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

CONTRACT MODIFICATION AGREEMENT

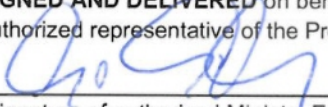
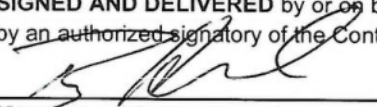
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ITEM NO.	DESCRIPTION OF WORK ADDED / DELETED, INCLUDING QUANTITIES	PRICE
1.	Construct 6.2kms of new Forest Service Road, supply and install 10meter bridge.	\$854,097.67

As Per Quotation Dated	Y M D 2020 02 25	Total Price for Additions (PST and GST excluded) \$854,097.67	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector):			

- 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)
for Scott R Leslie	Printed Name R. HISCAP President
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 9 th day of March 2020	Dated this 3 rd day of MARCH 2020

GALENA CONTRACTORS LTD.



Phone: (250) 265-4100 Fax: (250) 265-3831
Box 70, Nakusp, BC V0G 1R0
email: galenacontractors@telus.net



TO: Ministry Of Forests & Range
1907 Ridgewood Road
Nelson, BC V1L 6K1

Phone: (250) 825-1100
Fax: (250) 825-3411

INVOICE: 13984

DATE: Mar 22/21

PAGE: 1

Job Description & Number: Lynch Creek Rd. & R/W

20009

INV4

Quantity	Description	Unit	Rate	Amount	PST	GST
	Attn: Brad Lavigne Re: EN20TFF005 Lynch Creek Main Invoice #4 For work completed as attached			347,634.00	E	G

Registration Number: 10192 0387RT

Subtotal	347,634.00
	0.00
GST (5%)	17,381.70
Total Due	365,015.70

Terms: Payment due within 30 days, interest charged at 2% per month on overdue accounts.

Please quote invoice number with your remittance.

If you have any questions concerning this invoice, please call (250) 265-4100

THANK YOU FOR YOUR BUSINESS!

PST #520049

GST #10192 0387RT

s.21

ROAD BUILDING

DRILLING & BLASTING

GENERAL CONSTRUCTION

Item	Phase	Estimated Quantity	Price per unit \$	Contract Price \$	Balance Remaining \$	Invoice #1 Quantity	Invoice #1 \$	Invoice #2 Quantity	Invoice #2 \$	Invoice #3 Quantity	Invoice #3	Invoice #4 Quantity	Invoice #4
		s.17; s.21											
1	Mob and demob												
2	R/W clearing ha												
3	Site Prep ha												
4	Roadway and Drainage												
a	Embankment construction m3												
b	Solid Rock m3												
c	end haul category												
4Ci	up to 500m m3												
4Cii	up to 1.0km m3												
4Ciii	up to 2.0 km m3												
5	400mm culvert												
a	supply m												
b	install m												
6	500mm culvert												
a	supply m												
b	install m												
7	600mm culvert												
a	supply m												
b	install m												
	700mm culvert												
c	supply m												
d	install m												
	1200mm culvert												
e	supply m												
f	install m												
	1400mm culvert												
g	supply m												
h	install m												
	1600 mm culvert												
i	supply m												
j	install m												
8	Road surfacing												
a	Pit development m3												
b	Material handling												
8bi	up to 1 km m3												
8bii	up to 2 km m3												
8biii	up to 3 km m3												
10	Geotextile												
	supply m2												
	install m2												
11	Grass seed												
	supply ha												
	install ha												
12	Grading kms												
SUM				\$ 854,097.67		Sum	\$ 339,891.00		\$135,422.00		\$ 27,749.62		\$ 347,634.00

Budget limit for this term is \$854097.67

GALENA CONTRACTORS LTD.



Phone: (250) 265-4100 Fax: (250) 265-3831
Box 70, Nakusp, BC V0G 1R0
email: galenacontractors@telus.net



TO: Ministry Of Forests & Range
1907 Ridgewood Road
Nelson, BC V1L 6K1

INVOICE: 14259-2

DATE: Sep 13/21

PAGE: 1

Phone: (250) 825-1100
Fax: (250) 825-3411

Job Description & Number:

Lynch Creek Rd. & R/W

20009

INV6

Quantity	Description	Unit	Rate	Amount	PST	GST
	Attn: Brad Lavigne Re: EN20TFF005 Lynch Creek Main INVOICE #2 For work completed as attached			94,112.14	E	G
				Subtotal	94,112.14	
					0.00	
Registration Number: 10192 0387RT				GST (5%)	4,705.61	
				Total Due	98,817.75	

Terms: Payment due within 30 days, interest charged at 2% per month on overdue accounts.

Please quote invoice number with your remittance.

If you have any questions concerning this invoice, please call (250) 265-4100

THANK YOU FOR YOUR BUSINESS!

PST #520049

GST #10192 0387RT

s.21

ROAD BUILDING

DRILLING & BLASTING

GENERAL CONSTRUCTION

Contract EN20TFF005 Lynch Creek Main OTR YR 3
 BC Timber Sales Boundary Field Unit
 Schedule Volume Unit Pricing from design
 Approximate Quantities and Unit Prices for Payment
 STA 403 (6.012km) to STA 709 (10.228km)

Item	Phase	Estimated Quantity	Price per unit \$	Contract Price \$	Balance Remaining \$	Invoice #1 Quantity	Invoice #1 \$	Invoice #2 Quantity	Invoice #2
1	Mob and demob	s.17; s.21							
2	R/W clearing ha								
3	Site Prep ha								
4	Roadway and Drainage								
a	Embankment construction m3								
b	Solid Rock m3								
c	end haul category								
4Ci	up to 500m m3								
4Cii	up to 1.0km m3								
4Ciii	up to 2.0 km m3								
5	400mm culvert								
a	supply m								
b	install m								
6	450-500mm culvert								
a	supply m								
b	install m								
7	600mm culvert								
a	supply m								
b	install m								
	700mm culvert								
c	supply m								
d	install m								
	1200mm culvert								
e	supply m								
f	install m								
	1400mm culvert								
g	supply m								
h	install m								
	1600 mm culvert								
i	supply m								
j	install m								
8	Road surfacing								
a	Pit development m3								
b	Material handling								
8bi	up to 1 km m3								
8bii	up to 2 km m3								

8biii up to 3 km m3

s.17; s.21

10 **Geotextile**
supply m2
install m2

11 **Grass seed**
supply ha
apply ha

12 **Grading** kms

13 **Other**
Lynch M/L kms

SUM	\$	421,190.20	\$	83,196.94	Sum	\$	477,151.66	\$	94,112.14			
					credit	-\$	139,158.40					
					Invoice 1	\$	337,993.26	Invoice 2	\$	94,112.14		
					Contract price OTR YR 3	\$421,190.20	Inv 1	\$337,993.26	=	\$	83,196.94	ammend \$20,401.72

GALENA CONTRACTORS LTD.



Phone: (250) 265-4100 Fax: (250) 265-3831
Box 70, Nakusp, BC V0G 1R0
email: galenacontractors@telus.net



TO: Ministry Of Forests & Range
1907 Ridgewood Road
Nelson, BC V1L 6K1

INVOICE: 14125

DATE: Jun 15/21

PAGE: 1

Phone: (250) 825-1100

Fax: (250) 825-3411

Job Description & Number:

Lynch Creek Rd. & R/W

20009

INV5

Quantity	Description	Unit	Rate	Amount	PST	GST
	Attn: Brad Lavigne Re: EN20TFF005 Lynch Creek Main Invoice #5 For work completed as attached			337,993.26	E	G
				Subtotal	337,993.26	
					0.00	
Registration Number: 10192 0387RT				GST (5%)	16,899.66	
				Total Due	354,892.92	

Terms: Payment due within 30 days, interest charged at 2% per month on overdue accounts.

Please quote invoice number with your remittance.

If you have any questions concerning this invoice, please call (250) 265-4100

THANK YOU FOR YOUR BUSINESS!

PST #520049

GST #10192 0387RT

s.21

ROAD BUILDING

DRILLING & BLASTING

GENERAL CONSTRUCTION

Contract EN20TFF005 Lynch Creek Main OTR YR 3
 BC Timber Sales Boundary Field Unit
 Schedule Volume Unit Pricing from design
 Approximate Quantities and Unit Prices for Payment
 POT OTR YR 2 Mar 22 = POC OTR YR 3 = STA 403 (6.012km)

Item	Phase	Estimated Quantity	Price per unit \$	Contract Price \$	Balance Remaining \$	Invoice #1 Quantity	Invoice #1 \$
1	Mob and demob	s.17; s.21					
2	R/W clearing ha						
3	Site Prep ha						
4	Roadway and Drainage						
a	Embankment construction m3						
b	Solid Rock m3						
c	end haul category						
4Ci	up to 500m m3						
4Cii	up to 1.0km m3						
4Ciii	up to 2.0 km m3						
5	400mm culvert						
a	supply m						
b	install m						
6	450-500mm culvert						
a	supply m						
b	install m						
7	600mm culvert						
a	supply m						
b	install m						
	700mm culvert						
c	supply m						
d	install m						
	1200mm culvert						
e	supply m						
f	install m						
	1400mm culvert						
g	supply m						
h	install m						
	1600 mm culvert						
i	supply m						
j	install m						
8	Road surfacing						
a	Pit development m3						
b	Material handling						
8bi	up to 1 km m3						
8bii	up to 2 km m3						
8biii	up to 3 km m3						
10	Geotextile						
	supply m2						
	install m2						
11	Grass seed						
	supply ha						
	apply ha						
12	Grading kms						
13	Other						
	Lynch M/L kms						
		SUM		\$ 412,290.25	-\$ 64,861.41	Sum	\$ 477,151.66
						credit	-\$ 139,158.40
						Invoice	\$ 337,993.26



Natural Resource Ministries

Contract Modification Agreement No. 5 Term 3

MINISTRY CONTRACT/FILE NO.: 10005-40/EN20TFF005

PROJECT NAME: Cannon FSR Extension Construction

THIS MODIFICATION AGREEMENT dated for reference March 16, 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

BC Timber Sales, Kootenay Business Area

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

1907 Ridgewood Road, Nelson, British Columbia V1L 6K1

Telephone: 250-551-5832 Fax: 250-825-3411 Business E-mail Address: Brad.Lavigne@gov.bc.ca

Ministry Representative: Brad Lavigne

Alternate (if applicable):

AND

Galena Contractors Ltd.

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

PO Box 70, Nakusp, British Columbia V0G 1R0

Telephone: 250-265-4100 Fax: 250-265-3831 E-mail Address: ray@galenacontractors.com

Contractor Representative: Ray Hascarl
Corporate Business Number: 101920387BC0003
WorkSafe BC No: s.21 and/or POP No.

A. The Parties entered into an Agreement dated for reference July 31, 2019 hereinafter called the "Agreement"),

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

1. Exercise Option to Renew to Term 3 (as per Schedule A):

From and including: April 1, 2021

To and including: March 31, 2022

2. Replace *Schedule A – Volume Unit Price* with *Term 3 Schedule A – Volume Unit Price* which sets the Term 3 contract value at \$421,190.20 (includes 1% Unit Price increase).

3. The additional work for the Term 3 will consist of new Forest Service Road Construction in the Lynch Creek area; *Term 3 Schedule A – Volume Unit Price* summarizes the new volumes, areas and lengths of an approximate total of 3.5 kilometres. Plans Profiles and Designs will be provided.

4. Extend Forest Licence to Cut TA1378 expiry date to and including March 31, 2022.

5. Add Clause 18.04 to the Contract:

18.04 If the Province reasonably decides that inclement weather or other conditions, including an outbreak of Covid-19 at the Contractor's work camp or other accommodation where the Contractor's personnel are located, as indicated by the Contractor to the Province, make it unsuitable for Work to proceed, the Province may suspend operations for a specified or an indefinite period, and may require the Contractor to remain available for up to five (5) consecutive Work Days to resume Work as specified by the Province. If the suspension exceeds twenty-four (24) hours the Parties shall negotiate an Equitable Adjustment to the Contract Price to compensate the Contractor for reasonable and substantiated out-of-pocket costs incurred during the suspension.

6. Schedule L and Appendix VII Tax Verification have been added to the contract as a valid Tax Verification is required.

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

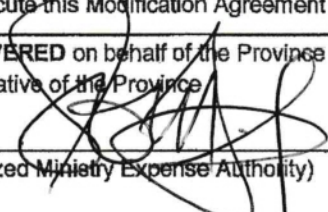

Unless otherwise indicated, lump sum or unit prices shown below constitute full payment for all labour, materials, equipment, overhead, profit, taxes (including taxes paid or payable by you to a supplier) and other things required to completely incorporate the change(s) into the contract work, but exclusive 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.	3.5 km FSR Construction – Lynch Creek Area	\$421,190.20

As Per Quotation Dated	Y M D 2021-02-05	Total Price for Additions (PST and GST excluded) \$421,190.20	Total Credit for Deletions \$
Recommended and submitted by (Contract Manager/Inspector): Brad Lavigne			

- 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)
Scott Leslie	Galena Contractors Ltd.
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this 17 th day of MARCH 2021	Dated this 17 day of MARCH 2021

SCHEDULE "A" – VOLUME UNIT PRICE Estimate

MAJOR WORKS CONTRACT – FOREST ROAD
CONSTRUCTION

Mod 5 Term 3

**TABLE OF APPROXIMATE QUANTITIES AND UNIT PRICES BASED
on 3.5kms remaining in Term 3.**

Item	Description of Work By Phase	Unit of Measurement	Estimated Quantity	Price Per Unit	Estimated Price
1	Mobilization & De-mobilization [disbursed as per Payment Descriptor]	Lump sum	s.17; s.21		
2	Right-Of-Way Clearing	Hectares (ha)			
3	Site Preparation	Hectares (ha)			
4	Roadway and Drainage Excavation				
	(a) Embankment construction	Cubic metres (m³)			
	(b) Solid Rock (drill and blast)	Cubic metres (m³)			
	(c) End haul of materials Haul Distance Category				
	(i) up to 500 m	Cubic metres (m³)			
	(ii) up to 1.0 km	Cubic metres (m³)			
	(iii) up to 2.0 km	Cubic metres (m³)			
5	400 mm CULVERT				
a	• Supply	Linear metres (m)			
b	• Install	Linear metres (m)			
6	500 mm CULVERT				
a	• Supply	Linear metres (m)			
b	• Install	Linear metres (m)			
7	600 mm CULVERT				
a	• Supply	Linear metres (m)			
b	• Install	Linear metres (m)			
c	700 mm CULVERT				
d	• Supply	Linear metres (m)			

	<ul style="list-style-type: none"> install 	Linear metres (m)	s.17; s.21
e f	1200 MM CULVERT <ul style="list-style-type: none"> Supply Install 	Linear metres (m) Linear metres (m)	
g h	1400 MM CULVERT <ul style="list-style-type: none"> Supply Install 	Linear meters Linear meters	
i j	1600 MM CULVERT <ul style="list-style-type: none"> Supply Install 	Linear metres (m) Linear metres (m)	
8	Road Surfacing (a) Pit development (b) Material Handling (i) up to 1.0 km (ii) up to 2.0 km (iii) up to 3.0 km	Cubic metres (m ³) Cubic metres (m ³) Cubic metres (m ³) Cubic metres (m ³)	
9	Bridges – N/A <ul style="list-style-type: none"> Delivery/Materials Erect 	Lump Sum Lump Sum	
10	Geotextiles <ul style="list-style-type: none"> Supply Install 	Square metres (m ²) Square metres (m ²)	
11	Grass Seed <ul style="list-style-type: none"> Supply Apply 	Hectares (ha) Hectares (ha)	
12	Grading	Kilometres (km)	
13	Other Works Lynch main grading and ditching	Kilometres (km)	

Estimated Contract Price

Note: The quantities shown in the Estimated Quantity column are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per unit shown in the Price Per Unit column.

\$421,190.20

The Contract contains an 'option to renew' clause whereby the Ministry reserves the right to renew but is under no obligation to renew the Contract for a further Term of up to one year, to a maximum of three terms, subject to funding and satisfactory performance of the Contractor. As renewal is not assured, Bidders are cautioned to prepare their tender price on the basis of a single term contract only. Should the option-to-renew be exercised, the bid rate or bid price is expected to remain unchanged in the subsequent term unless, in the ministry's sole opinion, a negotiated rate change is warranted.

BID AND PAYMENT PARAMETERS

Refer to Schedules C and D

All cubic meter (m3) references are assumed to be “bank” measured quantities, as determined by survey. Unless otherwise specified, payment shall be made as the work progresses, and the provided payment amounts account for any materials supplied by the ministry.

Item	Description of Work By Phase	Payment Descriptor
1	Mobilization and Demobilization (\$)	<ul style="list-style-type: none"> Includes all costs related to this item for the included works as specified in Schedule C. Includes all costs related to this item for Total Performance of the project. Payment shall be made in the following manner: <ul style="list-style-type: none"> ➢ 50% of the amount upon completion of mobilization ➢ 50% of the amount upon completion of the project
2	Right-Of-Way Clearing (\$/ha)	<ul style="list-style-type: none"> Includes all costs related to the falling, skidding, processing to specified dimensions and decking, and removal from the site, as and when required in the Forestry License to Cut # TA0642 or in the Section 52 letter from the ministry.
3	Site Preparation (\$/ha)	<ul style="list-style-type: none"> Includes all costs related to this item for the included works as specified in Schedules C and D. Area is derived from the geometric road design. In the absence of road design, area is derived by mathematical calculation of estimated clearing area (i.e., length x width).
4	Roadway and Drainage Excavation (\$/m³) (a) Embankment construction (b) Solid Rock (drill and blast) (c) End haul of materials <u>Haul Distance Category:</u> (i) up to 500 m (ii) up to 1.0 km (iii) up to 2.0 km	<ul style="list-style-type: none"> Includes all costs other than end-haul related to the excavation of OM and the preparing and placing of OM and rock into embankments, including ballasting, ditches, borrow pits and quarries, and the preparation and maintenance of disposal sites. Includes local movement of materials up to 75 m. Note that the cost of 15m of approach fills adjacent to a bridge is not included in this item. Also includes the installation of any signs. Includes all work necessary for drilling and blasting or any other construction practice to excavate non-rippable rock materials. Includes all costs of excavation, load, and transport of OM and rock beyond the local movement provided for in embankment construction. Also includes the cost of spread or placement of materials to a designated spoil, waste or construction site as specified on the Drawings and within the indicated haul distance bid category. Spoils site locations may change from those indicated on the Drawings. Other sites may be approved and will be paid within the haul distance bid categories indicated. Haul categories include distance travelled one way only. May be adverse or favourable haul grade.
5-7	Culverts <ul style="list-style-type: none"> Supply (\$/m) Install (\$/m) 	<ul style="list-style-type: none"> Includes material supply at the site, including purchase, delivery, storage and movement to each site along the road. Includes all work related to the preparing of the site, seating the culvert and any specialized compaction of fill; the movement and placement of fill material is included in Roadway and Drainage Excavation.
8	Road Surfacing (\$/m³) (a) Pit development (b) Material Handling (i) up to 1.0 km (ii) up to 2.0 km (iii) up to 3.0 km	<ul style="list-style-type: none"> Includes all work related to preparing and maintaining pits. Includes excavation, load, transport, and spread of surfacing materials to the placement site. Haul categories include distance travelled one way only. Haul categories include travel adverse or favourable grade.

9	Bridges (\$) <ul style="list-style-type: none"> • Delivery/Materials • Erect 	<u>FOR EACH STRUCTURE:</u>
		<ul style="list-style-type: none"> • Includes material supply at the site, including maintenance, delivery and storage. • Includes all work related to the preparing of the site and the installation of the bridge substructure, superstructure and structural approach fill within 15m of the bridge abutments.
10	Supply and install Geotextiles (\$/m²)	<ul style="list-style-type: none"> • Includes all costs related to the supply on site, and placement of geotextiles in the embankment.
11	Supply and Apply Grass Seed (\$/ha)	<ul style="list-style-type: none"> • Includes all costs related to the supply on site, and application of grass seed within the cleared width excluding the road surface.
12	Grading	<ul style="list-style-type: none"> • The use of a grader to bring the road to final grade specifications as per Schedule D, 8.3 and 8.4
13	Other works	<ul style="list-style-type: none"> • Road maintenance on existing Bunchgrass-Wiseman and Cannon FSR sections. Maintenance to include: mechanical brushing where needed, danger tree assessment and removal, ditch and culvert inlet cleaning, spot grading to re-establish the road crown, and replacement of signs, km and culvert markers where required.



Schedule L – Tax Verification

File: 10005-40/EN20TFF005

Attachment to the Agreement with Galena Contractors Ltd. for Cannon FSR Extension Construction.

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